Court File No. CV-15-2547-00

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

CLAUDETTE WOOD, BRUCE COOK and JOHN FEATHERSTONE
Plaintiffs

and

CTS OF CANADA CO., CTS OF CANADA HOLDING CO., CTS OF CANADA GP LTD., CTS OF CANADA L.P. and CTS CORPORATION
Defendants

MOTION RECORD OF THE PLAINTIFFS, THE MOVING PARTIES
VOLUME 2 OF 4
(SUMMARY JUDGMENT MOTION RETURNABLE JULY 17-19, 2017)

CAVALLUZZO SHILTON McINTYRE CORNISH LLP
474 Bathurst Street, Suite 300
Toronto ON M5T 2S6

Stephen J. Moreau, LSUC# 48750Q
Genevieve Cantin, LSUC# 69073S
Tel: 416-964-1115
Fax: 416-964-5895

Lawyers for the Plaintiffs

TO: **CASSELS BROCK & BLACKWELL LLP**
40 King Street West
Toronto ON M5H 3C2

Kristin Taylor
Lara Jackson
Tel: 416-860-2973
Fax: 416-644-9341

Lawyers for the Defendants

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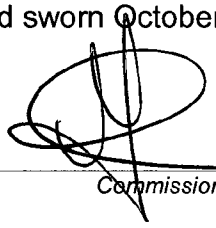
This is Exhibit "S" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

REDACTED

From: Sheryl Tucker
Sent: Thursday, April 17, 2014 4:07 PM
To: US99 E-Mail Users; US47 E-Mail Users; US90E-MailUsers; CZ59 E-Mail Users; UK43 E-Mail Users; CA02 E-Mail Users; IN74 E-Mail users; CN70 E-Mail Users; MX12 E-Mail Users; MX92 E-Mail Users; Yoshitaka Kadoi (Japan Email); Satoru Futami (Japan Email); Koichi Hirata (Japan Email); Ichiro Osawa (Japan Email); Kazuya Okamoto (Japan Email); Shige Tsunekawa (Japan Email); Atsuo Takahashi (Japan Email); Ting Li; Peter Liu; Gina Wang; Mink Zhang; Yumiko Tanaka (yumiko.tanaka@ctsjapan.co.jp); hatsumi.takahashi@ctsjapan.co.jp; Howon Lee
Subject: Easter Greetings from Tony Urban

Please see message below from Tony Urban:

Sending my warmest Easter greetings to you and to your family. May you be blessed with good health, longevity and prosperity this Easter.

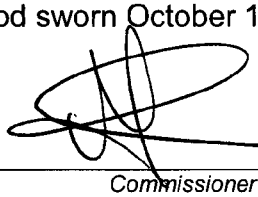
Sincerely,

Tony

=-=

Notice: This message, including any attachments, may contain

This is Exhibit "T" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

May 12, 2014

Monday

May 2014						
Su	Mo	Tu	We	Th	Fr	Sa
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June 2014						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Notes

Plant mtgs – AM

- 26-40 wks all the same wks? why?
- being penalized for staying extra weeks?
- is 2015 pay increases being considered?
- are shift premiums part of base?
- why outplacement not starting sooner? 6-9 mths?
- are interviews allowed during notice period.
- will retirement extend post notice
- is closure financial related
- can we have retraining? not just outplacement; counseling?
- is property sold.
- why Canada, since we're top performer.
- why are we not being covered for severance up to our end date
- a number of examples cited re: severance amounts for other companies.
- this is the worst severance ever seen → been through 4 plant closures.
- concern/distractions over job/finances causing them not to focus/safety issue potential.
- are you planning to offer us a good package in the future?
- companies are giving notice and paying up to 4 wks/yr of service

PM meeting 2pm

May 23, 2014

Friday

May 2014						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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June 2014						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Notes

John F, Marcello B, Peter Z
Len H, Jai J
Bruce C, Avter G
Pat G, Ken B
Gary S, Brett N

– meeting ~~[illegible]~~ 40 min.

– they believe there should 2 wks for every year of service at separation date for everyone in Plant with no ~~[illegible]~~ 26 wk statutory cap.

– this isn't about us alone, won't feel right taking any money if others left the same.

– we've always been a team and we want to be team going out.

– recognize special skills of Len + Peter to make project work at all → they need to be kept on (whatever it takes).

– don't take anything away (already offered)

– but for people who got nothing on benefit continuation, they should get something or a bit more than $75! → some of these people have been paying into benefits for 19 yrs + and are getting nothing

May 27, 2014

Tuesday

May 2014

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2014

Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Notes

Mary D - date extension ⇒ - heard out or post.
- will be extended
- DRSP/RRSP matching ⇒ Lynne to do $6/1% calc on severance payout.

574 523 3848

June 2, 2014
Monday

June 2014

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2014

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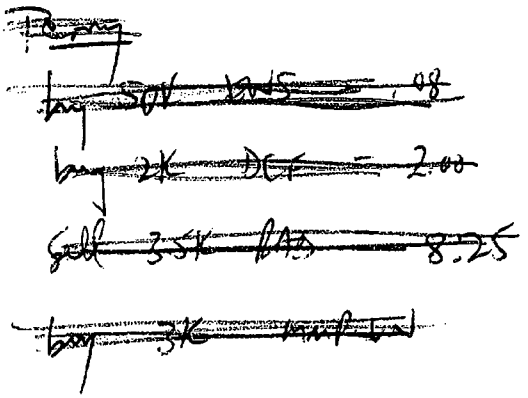
20	21	22	23	24	25	26
27	28	29	30	31		

Notes

Tony call. (Tony/Brian)

- you're guy on front line
- perception that Ugo could be doing more for us. (not Tony/Brian but higher ups)
- they believe in me, I'm right person for job
- what are my comments to that?
- take exception to it!!
  - → getting too legal advice
  - → not involved in any decision making
  - → focusing on project activity
  - → trying to manage employee frustration re: perceived inadequacy of packages



June 4, 2014
Wednesday

June 2014

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2014

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Notes

Tony Whiting

- revised proposal
- needs to be milestone driven.

1) – Jim Fenn will talk to Len – offer job
2) – review like concept and milestones
3) – when is 49 wk plan to be communicated (this Fri)
4) – communicate that offer letters are expiring and as a company we are reviewing and giving only statutory minimum.

Bob Patton

- re: conversation re: HR/Legal support
- involving Kristin now
- considering sending Mary D up once per month.

Bob Patton / Kristin T 4:00 – 4:40 pm

document everything

- I am spokesperson
- should answer questions
- if asked for opinions (drafted and reviewed by legal and meet company obligations)

1) – if you don't sign → aspects of doc that are less than statutory will be waived. (you are also giving up help to find work.
2) – you are getting more than min and are leaving money on the table.
3) – easier to find a job while you have a job
4) – benefit top up will be lost if no signature

Ugo Baldassare 6/02/14 7:59 AM

June 3, 2014

Tuesday

June 2014

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2014

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Notes

Tony call (am) Pattm, Devons, Urban, Babin.

- received latest letter asking for units (dated June 2)
- went over names + compared to prior signed lists

Tony call (pm)

- re: build plan.

September 5, 2014

Friday

September 2014						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30				

October 2014						
Su	Mo	Tu	We	Th	Fr	Sa
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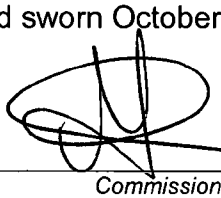
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Notes

Tony U. – mandatory call.
– Org?

– Brian Babin is moving on outside of CTS.
– running a company – 65M business
(President) part of 2.3B company
– Tony will assume role for now
– looking to fill job in next 60 days
– search will include internal/external candidates

This is Exhibit "U" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

CTS Of Canada Co. May 1st, 2014
Lynne Campbell - HR,

RE: Termination of Employees' Employment and Request for Additional time

We, the undersigned, write together to request from CTS of Canada some additional time in which to consider the termination letter, package, and release received from CTS in mid-April. As we understand it, CTS has asked that we sign the letter by May 8, 2014, but that the Release need not be signed until shortly after the "Separation Date" set out in each of the letters.

We have some concerns with the letter and package but have not had enough time to seek legal advice in order to have these concerns reviewed and possibly addressed. We therefore request that the company provide us and, in fairness to those who have not signed this letter, everyone else with CTS, a further four (4) weeks after May 8, 2014, to respond to CTS' letter.

We would appreciate the courtesy of an immediate reply to those on the attached list.

Yours Very Truly,
CTS Employee's

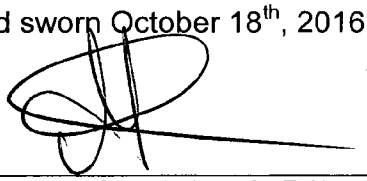
Employee No.	Print Name	Signature
9226	Sara Barbosa	Sara Barbosa
1208	CLAUDETTE WOOD	[illegible]
9113	Maria Pacheco	Maria Pacheco
9202	Bob Weber	Bob Weber
	WENDY HU	[illegible]
	Corrado Cirinnà	[illegible]
	Mei-Li Teng	[illegible]
	Chris Roopnaline	[illegible]
1508	Leonard Hassefras	[illegible]
~~1508~~	Peter Mahoney	[illegible]
	[illegible] TED LILLO	
1655	[illegible] Pam Nijjar	
	Evelyn Chance-Brown	[illegible]
1615	Amrit H [illegible]	AH [illegible]
049	Katie Skibinsky	Katie Skibinsky
936	ANWARA AHMED	Anwara Ahmed
2037	RAZIA SIDDIQUE	Razia Siddique
705	SUKHJIT BAINS	Sukhjit Bains
1614	Paramjit Nijjar	P.K Nijjar
2022	HARBHAJAN. S CHADDE	[illegible]
1805	Alda Da Costa	Alda Da Costa
958	LOUISE SOARES	Louise Soares

Employee No.	Print Name	Signature
1949	SURJEET JODHA	Surjeet Jodha
1526	Gary Smith	[illegible]
1535	Daniel Bledoro	[illegible]
1948	Cindy Lim	Cindy Lim
#1801	GAIL CHAISSON	GChaisson
1667	Rabi Tarzi	[illegible]
1907	Chander P. Jain	[illegible]
1605	[illegible]	[illegible]
0763	Jai Jain	[illegible]
1944	Gurnam Jodha	[illegible]
1609	Gian DUSANJH	[illegible]
769	NAVNEET SARAL	Saral
1605	Kulwinder Bagri	K. Bagri
0620	Maria Ribeiro	Maria Ribeiro
0706	SURINDER CHANA	Sechana
2029	GURKIRAT SHARMA	[illegible]
782	BALJIT SHOKAR	Baljit Shokar
1647	Jessie King	Jessie King
0122	Manmohan Bhogal.	Manmohan Bhogal.
916	Swaran Sekhon.	S. Sekhon.
1653	Jaskeran Dhaliwal	J. Dhaliwal

Employee No.	Print Name	Signature
1544	Jun Song	Jun Song
1672	Jaswinder Singh	Jaswinder Singh
0099	ANITA CHMIEL	Anita Chmiel
1974	Sara. C	Sara C.
1697	RITA SINGH	Rita Singh.
1676	HONG ZHENG	Hong Zheng
0672	~~Bett~~ BETTY BUBAS	Betty Bubas
1534	AVTAR GORALIA	[illegible]
1684	FRANK GIORGIO	F. [illegible]
0116	SUKHWANT SAINI	Sukhwant Saini
1696	Jean Aird	Jean Aird
1723	JASBIR JOHAL	Jasbir Johal
0039	LJUBICA DOLINAR	Lj. Dolinar
0233	[illegible]	[illegible]
1547	SHANKARA SHAMANNA	[illegible]
1726	Singia C Pula	[illegible]
1546	TARIQ KHAN	[illegible]
016	Pauline de Melo	[illegible]
9040	DICK WONG	Dick [illegible]
1601	MANDIPSAROYA	Mandip Saroya
0812	KATICA-JANCETIC	Katica Jancetic

Employee No.	Print Name	Signature
1659	Lalita nayar	L. D. Nayar
1724	Cindy Pel	Cindy Pel
1521	JAMIE CUSSON	[illegible]
1051	BERNIE MOBLEY	B. Mobley
544	Brenda Bathgate	[illegible]
1602	SHARREN HODGINS	S Hodgins
0993	MARINA STEFANIC	Marina Stefanic
600	MARY B. PELLARO	Mary Pellaro
2081	Bibi KHAN	[illegible]
401	Rajwinder Randhawa	R. Randhawa
623	Gurbax Singh	G Singh
1720	Sonja Barnett	Sonja Barnett
503	DIANE RIENDEAU	Diane Riendeau
0940	Cheryl Aultman	Cheryl Aultman
791	SALMA RANA	Salma Rana

This is Exhibit "V" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

From: Mary DeVous
To: Tony Urban; Ugo Baldassare; Bob Patton
Sent: 5/9/2014 9:12:13 AM
Subject: Canada Employee Informational Session

In advance our of 10am eastern call, attached please find drafts of:

- Group 1 Revised Notification Letter draft
- May 12 Powerpoint draft
- Revised Q&A

Talk to you soon.
Mary

Mary DeVous
Executive Director, Human Resources
CTS Corporation
905 West Boulevard North
Elkhart, IN USA
574-523-3848

Canada Employee Information Session

Leader: Tony Urban

Date: May 12, 2014

How were my separation payments determined?

- Our separation payments are calculated on a number of individual factors including your age, length of service, position, remuneration, and the amount of working notice being provided to you.
- There are several standard elements used for everyone's separation payment calculation including date of hire, base salary, and credited service. For your information, these factors are included in your revised notification letter. If you have any questions regarding any of these factors, see your manager or Human Resources.

Why do we need to sign the letter?

- The purpose of the notification letter is to provide sufficient information for you to plan for your future and to confirm that there is an agreement between the parties. It is CTS' objective to establish a clear understanding with you on this matter, and CTS believes that it is in everyone's best interest to reach an understanding.

- In response to your request for more time to review and the company's desire to afford you adequate time to reach an good understanding, we extended the timeline for return of acknowledgements to May 30.

Employee Information Session

What happens if I don't accept the separation package offered to me?

- Your employment will continue until the date identified in your notification letter. Provided you continue to remain employed up to that day, or such earlier date as permitted by and in accordance with the *Employment Standards Act, 2000*, you will receive your statutory severance pay, if applicable, in the form of a lump sum. You will not be eligible to receive any of the additional considerations offered in the notification letter.

How will vacation time allotment be calculated for 2015?

Employees will receive payment for all earned, unused vacation time upon separation. Any partial vacation days to be paid out upon termination will be rounded to the nearest half-day.

Employee Information Session

Will benefit coverage be continued after my separation?

- Your employee benefit coverage will end with your active CTS employment. You should use the working notice period to evaluate available individual health and dental products. If you wish, you may exercise any benefit conversion options, at your own expense, to convert your group health and/or dental benefits coverage to an individual coverage plan subject to and in accordance with the applicable terms and conditions and the time limits within which to exercise such conversion options. There are also a number of carriers that offer individual health policies and we encourage you to evaluate what is available in the marketplace. To assist you with this evaluation, we will invite representatives from Equitable Life of Canada to our site later in the year to provide this information to those who are interested.

What happens if I leave before the separation date in my letter?

If you choose to end your employment prior to the last day CTS requires you to perform work, you will not be entitled to any post-separation payments from CTS except any statutory severance pay to which you are entitled, provided you (a) give CTS at least two weeks' written notice before resigning and (b) the resignation is to take effect during the statutory notice period.

Employee Information Session

Revised Notification Letters:

- Base Salary updated
- Credited Service updated
- May 30 return date
- Pay in lieu of benefits continuation offered to those eligible.

Employee Information Session

Questions?

Thank you

DRAFT - NOT FOR RELEASE

QUESTIONS AND ANSWERS

What's the timeline for the plant shutdown?

The project plan for the Canada plant shutdown is still very early in its development. We expect the transition to take approximately 12 months to complete. A timeline is not yet available. As the project plan is finalized, information as it pertains to dates and actions will be released when appropriate.

Are we guaranteed 12 months of work?

No. We have estimated that it will take 12 months to complete this project. Some employees will be asked to remain until the end of the project; others will be released sooner. In all cases, however, you will receive advance notice of the date of your separation from employment.

What is happening to the building?

We will be working with a real estate company and hope to sell the facility. However, we can't make any guarantees about whether a sale will occur, or if so, predict what a new buyer will do with the building.

Who made the decision to close the Canada facility?

CTS has been in Canada since acquiring C.C. Meredith & Company in 1953. This decision is not a reflection on the quality of the workers or their production. Rather, this was a very difficult decision reflecting the real business need to address our global excess manufacturing capacity and to consolidate the company's global footprint.

Why should I stay at CTS?

We are not closing our doors tomorrow. We need to continue meeting customer commitments until this operation is fully transferred. To help encourage you to stay, in addition to statutory severance, we will be offering job search and career transition assistance. To be eligible for severance pay and other separation benefits, you must remain actively employed until your designated release date.

How will you calculate my severance package?

Under Canadian law, the amount of an employee's severance pay is based on a number of factors including an employee's position and years of service.

Can I transfer my lump sum severance into an RRSP?

You may be eligible to transfer a certain percentage of your lump sum severance payment into an RRSP.

If you are eligible, it is possible to transfer all or part of your lump sum payment to your RRSP on a tax-sheltered basis. Canada Revenue Agency defines this amount. Regardless of your deduction limit, you are eligible to transfer at least

$2,000 per year of service up to and including 1995 into a RRSP. Employees who have been working for the Company since before 1989 may be eligible to transfer additional amounts. In addition to the above, if you have available RRSP room (based on your deduction limit for 2008), you can transfer any remaining lump sum payment into your RRSP.

To facilitate a rollover into your RRSP you must provide us with a letter confirming the amount you wish transferred, the name and address of the financial institution, and your applicable registration/account number. The instructions in writing must be received by Human Resources at the same time you return the release form. If you wish to transfer more than the $2,000/year of service as stated above, you must also certify that you have sufficient RRSP room available based on your deduction limit for 2008.

If you do not advise Human Resources in writing at the time you return your release that you wish to roll-over your severance to an RRSP, the lump sum will be paid directly to you and the transaction will not be reversed.

If I take an early retirement, will I still receive severance?

Yes, provided that you report for work until your last scheduled date of work.

What about my benefit coverages? How long will my benefits continue?

All group benefit coverage (including disability benefit coverage) will end on your last day of work.

What about my life insurance?

Your life insurance will continue through the month of your separation and then 31 days after that. Your life insurance can be converted to an individual policy. If you wish to convert to an individual policy, you will not be required to provide Evidence of Insurability. If you don't convert within 31 days of the time your coverage ends, you will lose the right to do so. Contact your Human Resources representative to request the conversion form. **(Note: Canada HR will confirm)**

How was my release date be determined?

Release dates are driven by the project plan.

Will my benefits be affected before my separation?

We do not expect changes to employee benefit coverages.

How will my unused vacation be handled?

You will receive all accrued but unused vacation pay on the next pay date following your last day of work.

Can I use vacation before the plant closes?

Yes, with permission from your supervisor.

Am I entitled to Employment Insurance Benefits?

Yes, you should be eligible to apply for benefits after a waiting period and depending on separation pay.

How do I apply and when?

You will receive a Record of Employment after your last pay has been processed. You may then apply for benefits at your nearest Human Resources and Social Development Canada (Service Canada) office.

What assistance will be provided to help me find another job?

We have retained the services of Right Management, an outplacement counseling and career transition firm, to provide outplacement services to assist you in finding your next job.

Will I get time off for job interviews and will the company pay for this time away?

We will make every effort to provide employees time off if they provide reasonable advance notice but it will not be paid time.

Will the Company provide me with a letter confirming my employment? What will you say to prospective employees?

Yes, however, our policy is that we will only confirm employment information. All reference checks will be handled through Human Resources.

Who do I contact if I have questions about severance, benefits, pensions, etc.

Please feel free to call or drop in and see Lynne Campbell. You may also call Mary DeVous at 574-523-3848.

From: Mary DeVous
To: Bob Patton
CC: Tony Urban
Sent: 5/13/2014 11:02:36 AM
Subject: Canada questions and summary

Bob,
Hello. Attached please find our summary of our visit in Canada yesterday. While we did answer some questions, we received some more and they are outlined in the attached. We really need to turn our responses around quickly. I am available to discuss with you and / or Daniel Wong at your request.

I look forward to your thoughts.
Mary

Mary DeVous
Executive Director, Human Resources
CTS Corporation
905 West Boulevard North
Elkhart, IN USA
574-523-3848

CTS® Interoffice Memorandum

CTS CORPORATION

359

DATE: May 12, 2014 cc: **Tony Urban**

TO: Bob Patton

SUBJECT: Canada Informational Sessions

Tony Urban and I conducted informational sessions with our Canada employees on May 12, 2014 at the Streetsville facility. A few observations:

1. It is fairly clear that at least some of the employees (mainly direct labor) are sharing the information provided in their individual notification letters. When I tried to address that these details were confidential, the employees responded that they were a "team" and a "family" and that these details were going to be shared. As a result, the employees have detected that there is some pattern in the number of weeks being offered under the Common Law number. This was a point of discussion as employees with 35+ years of service are being offered the same amount of separation pay as employees with 27+ years of service. One employee stated that this calculation was "a problem for me" meaning that she didn't think it was appropriate that she received the same additional consideration in spite of her extra years of service.

2. A number of employees insisted that our offer just met statutory requirements. I stated that there was additional consideration beyond statutory and a number of outspoken employees insisted that my evaluation of the offer was incorrect. When I indicated that our offer of outplacement support was an additional consideration, one employee insisted that outplacement support was part of statutory requirements. Can I get clarification on this point: Is outplacement support required under the Employment Standards Act?

3. We need additional clarification regarding prior employment credited service. Lynne completed a review of employment records and found 18 employees with a variety of different types of prior work experience some employment events dating as far back as the mid-90's. A number of these employees worked as temporary employees before they were converted to full time regular employees. Do we provide credited service for temporary status? How far back do we go to capture credited service?

4. On Monday we received a letter signed by 6 (six) people who are currently employees with an outside labor agency and have been for some period of time. They are asking for separation pay eligibility. How do we respond to this request?

5. We received a request on how overtime is considered in an employee's base salary. I need some additional clarification on the inclusion of overtime and how it should be calculated.

6. Employees asked about the inclusion of shift premium in base salary. Should we calculate base salary with the respective (2nd or 3rd) shift premium?

7. There were a number of comments that the separation payment offered was too low. A number of employees sited area employers offering 4 weeks or more per year of service with no deduction for working notice. I responded that I was not familiar with the other employer offers / practices and could not comment on what other employers were offering. Many employees commented that the company was offering the "bare minimum" and they expressed frustration with that impression. It might be beneficial if we could share some current market practices.

8. One employee asked if the revised notification letter represented "your final offer." I said yes.

9. There were a number of requests to begin outplacement services even earlier than the 3 months prior to separation. We agreed that we would begin offering outplacement work 4 -6 months prior.

10. In one meeting, there was a lively discussion around the extension of the deadline to return the signed acknowledgment. When we explained that the deadline was extended to May 30, they responded that they should receive another 21 days which would move the deadline to June 6. We are not inclined to move any further on the deadline. Do you support our decision?

11. We were also asked several times whether the revised letter was a new notification letter and whether it would reset the Working Notice. We emphasized that the revised Notification would not reset the start of the working notice start date.

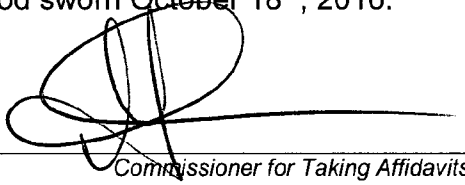
12. Employees asked about retraining. We indicated that we would explore what kinds of retraining opportunities are available.

13. We had several questions about the employee retirement plan and whether the lump sum separation payment would be eligible for a company contribution. We indicated that we would also explore this question and we have a call into the plan's administrator for clarification.

14. We received a number of complaints on our slow response to earlier questions. We indicated that we would make every effort to respond faster in this next round. The sooner can respond to these requests and better.

Thank you
Mary

This is Exhibit "W" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

362

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS.

April 17, 2014
Revised: May 12, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Claudette Wood

Date of Hire: 5/25/1994
Credited Service: 20.9
Annual Base Salary: $46,550.40

Dear Claudette:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on March 27, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $20,500.08, representing 22.90 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $600.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Employee Signature **Date**

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SCHEDULE "A"

FULL AND FINAL RELEASE

I, Claudette Wood, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

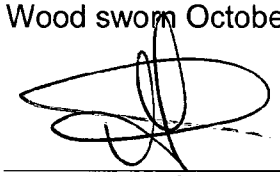
I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

This is Exhibit "X" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

April 17, 2014
Revised: May 12, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Employee Name

Date of Hire:
Credited Service:
Annual Base Salary:

Dear Employee:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on _____ (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of ($____) representing ___ weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

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(b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

Benefits.

(a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

(b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $____.

3. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

4. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

5. **Confidentiality and Non-disclosure.**

(a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

6. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30th; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

7. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

8. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

9. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

10. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

11. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

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I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____

_____

Date

SCHEDULE "A"

FULL AND FINAL RELEASE

I, _____, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more

of them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____ _____

WITNESS SIGNATURE

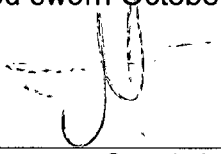
_____

PRINT NAME OF WITNESS

_____

DATE

This is Exhibit "Y" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 30, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Jaswinder Singh

Date of Hire: 10/23/1997
Credited Service: 17.4
Annual Base Salary: $36,649.60

Dear Jaswinder:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on March 27, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $13,673.12 representing 19.40 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

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2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $375.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

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FULL AND FINAL R E L E A S E

I, Jaswinder Singh, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

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CTS

June 10, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Manmohan Minhas
3698 Ellengale Dr.
Mississauga, ON L5C 1Z7

Date of Hire: November 20, 1997
Credited Service: 16.56
Annual Base Salary: $34,257.60

Dear Manmohan:

We regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your official employment with the Company will end on March 27, 2015. Your current group benefit coverage will continue up to the Separation Date.

In addition to the above working notice of termination, the Company is offering you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package, you will receive a lump sum payment of $12,253.68, representing 18.6 weeks of your regular weekly wages in effect just prior to the start of your disability leave. You agree that this payment is subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You may have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan.

Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

(b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $942.86.

4. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

5. **Confidentiality and Non-disclosure.**

(a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

6. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) sign a copy of this letter at the space provided below and return it to me by June 30, 2014; and

(b) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

7. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

8. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Company regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

9. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

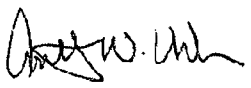
10. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

11. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at 289-290-1719.

On behalf of CTS of Canada Co., thank you for your service and contributions.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Date

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Manmohan Minhas, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

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June 10, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Kathy McArthur
610-700 Constellation Dr.
Mississauga, ON L5R 3G8

Date of Hire: October 23, 2000
Credited Service: 13.64
Annual Base Salary: $55,172.82

Dear Kathy:

We regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your official employment with the Company will end on August 15, 2015. Your current group benefit coverage will also continue up to the Separation Date.

In addition to the above working notice of termination, the Company is offering you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package, you will receive a lump sum payment of $16,551.85, representing 15.6 weeks of your regular weekly wages in effect just prior to the start of your disability leave. You agree that this payment is subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

(a) All group benefit coverage will end on the Separation Date. You may have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases. 388

4. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

5. **Confidentiality and Non-disclosure.**

(a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

6. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(b) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

7. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

8. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments

to this separation package must be in writing and signed by both parties or else they shall have no force and effect. 389

9. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

10. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

11. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at 289-290-1719.

On behalf of CTS of Canada Co., thank you for your service and contributions.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee **Date**

SCHEDULE "A"

FULL AND FINAL RELEASE

I, Kathy McArthur, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated June 10, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint. 391

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

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April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Corrado Cirinna

Date of Hire: 2/1/1995
Credited Service: 20.3
Annual Base Salary: $81,166.51

Dear Corrado:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 30, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $39,022.36, representing 25 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $1,511.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

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80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
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CTS.

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Ken Burns

Date of Hire: 3/27/1995
Credited Service: 20.3
Annual Base Salary: $75,483.20

Dear Ken:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $33,386.80, representing 23 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $825.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

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80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
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CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 27, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Sara Barbosa

Date of Hire: 9/19/1988
Credited Service: 28.6
Annual Base Salary: $57,916.43

Dear Sara:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 30, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $45,664.88, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,711.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to

obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719. 400

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

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80 Thomas Street
Streetsville, Ontario
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June 10, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Curtney Grant
204-3100 Erindale Stn Rd.
Mississauga, ON L5C 1Y4

Date of Hire: September 10, 1986
Credited Service: 27.77
Annual Base Salary: $46,321.60

Dear Curtney:

We regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your official employment with the Company will end on March 27, 2015. Your current group benefit coverage will also continue up to the Separation Date.

In addition to the above working notice of termination, the Company is offering you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all the terms of this separation package, you will receive a lump sum payment of $43,267.43, representing 48.6 weeks of your regular weekly wages in effect just prior to the start of your disability leave. You agree that this payment is subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You may have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan.

Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

(b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,642.86.

4. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

5. **Confidentiality and Non-disclosure.**

(a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

6. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) sign a copy of this letter at the space provided below and return it to Lynne Campbell by June 30, 2014; and

(b) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

7. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

8. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Company regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

9. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

10. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

11. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at 289-290-1719.

On behalf of CTS of Canada Co., thank you for your service and contributions.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Curtney Grant, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated June 10, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Terry Styles

Date of Hire: 1/15/1979
Credited Service: 36.3
Annual Base Salary: $48,651.20

Dear Terry:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 24, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $38,359.60, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,775.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose; directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date. 409

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Maria Pacheco

Date of Hire: 7/14/1980
Credited Service: 34.8
Annual Base Salary: $62,336.90

Dear Maria:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 30, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions: 411

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $65,933.26, representing 55 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,760.71.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS. 412

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date. 413

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Employee Signature **Date**

SCHEDULE "A"

414

FULL AND FINAL R E L E A S E

I, Maria Pacheco, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

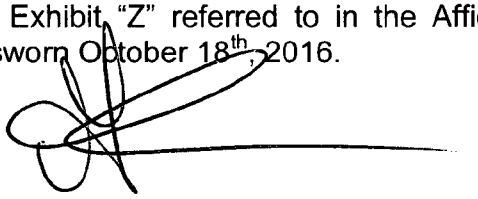
I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

This is Exhibit "Z" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

From: Claudette Wood (Claudette.Wood@ctscorp.com)
Sent: Fri 23/05/2014 10:19 AM
Rcvd: Fri 23/05/2014 10:19 AM
To: Bob Patton (Bob.Patton@ctscorp.com); Lynne Campbell (Lynne.Campbell@ctscorp.com); Tony Urban (Tony.Urban@ctscorp.com)
CC: Stephen Moreau (SMoreau@cavalluzzo.com)
Subject: Request for Additional Time for Employees Signature on Termination Letters

==========

Good Morning, Lynne, Bob and Tony,

Please find attached, a letter from some employees of CTS Canada, asking for an extension of 2 weeks in which to sign the letter of termination.

We believe that we have not been given enough time in which to review and ask for legal advice.

Thank you for taking the time to review this letter and we hope that you will respond favorable.

Best regards,

Claudette Wood

Product Scheduler

CTS of Canada Co.

Tel : (289) 290-1709

Fax: (905) 858-9058

Claudette.Wood@ctscorp.com

=-=
Notice: This message, including any attachments, may contain confidential or privileged information and is intended solely for the person or entity to whom it is addressed. The use, disclosure, copying, distribution or reliance on the contents of this message by anyone other than the intended recipient is strongly prohibited. If you have received this message in error, please notify the sender by replying to this message and then delete it from your system. Thank you.
=-=

May 23, 2014

To: Lynne Campbell – HR, CTS Canada
Tony Urban – Vice President, CTS Automotive
Bob Patton – Vice President, General Counsel & Secretary

RE: Termination of Employees' Employment and Request for Additional time

Dear Sirs/Madam,

We, the undersigned, write together to request from CTS of Canada some additional time in which to consider the revised termination letter, package and release received from CTS on May 12, 2014. We have addressed this letter to all three of you, as we are not sure, to whom it should be addressed.

As we understand it, CTS has asked that we sign the revised letter by May 30, 2014, but that the Release need not be signed until shortly after the "Separation Date" set out in each of the letters.

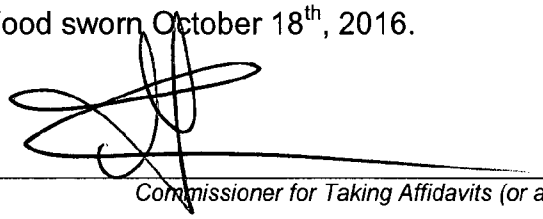
We still have some concerns with the letter and package but have not had enough time to seek legal advice in order to have these concerns reviewed and possibly addressed. We therefore request that the company provide us, a further **two (2) weeks, by June 13, 2014** to respond to CTS' letter.

We would appreciate the courtesy of an immediate reply.

Yours Very Truly,

Bruce Cook	Ken Burns
Gary Smith	AVTAR GORALIA
Claudette Wood	
John Featherstone	
Cindy Pel	Cindy Pel
Len Park	
P Gallagher	P.J. Callaghan
C. Cirinna	
Jamie Cusson	
Navneet Saral	Saral
Mandip Sarkaya	Mandip Sarkaya
Jaskaran Dhaliwal	J. Dhaliwal
Marcello Bitti	M. Bitti

This is Exhibit "AA" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

421

From: Mary DeVous
To: Lynne Campbell
Sent: 6/9/2014 4:10:33 PM
Subject: Revised Letters

Attached are the 18 letters that reflect the revised company offer. Let me know if you have any questions.
Mary

Mary DeVous
Executive Director, Human Resources
CTS Corporation
1142 W. Beardsley Avenue
Elkhart, IN USA 46514
574-523-3848

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

422

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Gary Smith

Date of Hire: 7/12/1978
Credited Service: 37.0
Annual Base Salary: $73,632.00

Dear Gary:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $58,056.00, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,175.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Gary Smith, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
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www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

John Featherstone

Date of Hire: 6/27/1977
Credited Service: 38.0
Annual Base Salary: $70,844.80

Dear John:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions: 429

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $55,858.40, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,175.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, John Featherstone, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

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www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Pat Gallagher

Date of Hire: 7/27/1987
Credited Service: 27.9
Annual Base Salary: $71,427.20

Dear Pat:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $56,317.60, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,175.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to

obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Pat Gallagher, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Corrado Cirinna

Date of Hire: 2/1/1995
Credited Service: 20.3
Annual Base Salary: $81,166.51

Dear Corrado:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 30, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $39,022.36, representing 25 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $1,511.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

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CTS of Canada

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CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Ken Burns

Date of Hire: 3/27/1995
Credited Service: 20.3
Annual Base Salary: $75,483.20

Dear Ken:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $33,386.80, representing 23 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $825.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

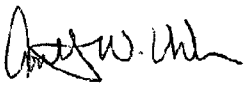
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

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CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 27, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Daniel Polidoro

Date of Hire: 3/11/1996
Credited Service: 19.3
Annual Base Salary: $74,380.80

Dear Daniel:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions: 449

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $32,899.20, representing 23 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $825.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

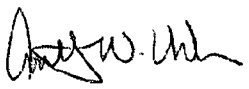
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Daniel Polidoro, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 27, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Stephen Croutch

Date of Hire: 5/5/1977
Credited Service: 38.3
Annual Base Salary: $97,838.79

Dear Stephen:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on August 15, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $103,483.34, representing 55 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,225.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

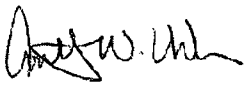
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A" 458

FULL AND FINAL R E L E A S E

I, Stephen Croutch, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

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CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Lynne Campbell

Date of Hire: 6/18/1973
Credited Service: 42.2
Annual Base Salary: $72,325.91

Dear Lynne:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on August 15, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $76,498.56, representing 55 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,225.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

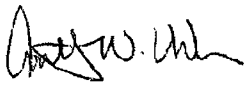
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

.12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Mary DeVous at extension 574-523-3848.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Lynne Campbell, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
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CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Tony Duque

Date of Hire: 5/4/1973
Credited Service: 42.3
Annual Base Salary: $90,184.55

Dear Tony:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on July 31, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $95,387.50, representing 55 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,225.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

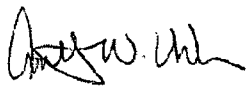
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A" 470

FULL AND FINAL RELEASE

I, Tony Duque, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

472

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Chander Jain

Date of Hire: 7/24/1986
Credited Service: 28.8
Annual Base Salary: $59,508.80

Dear Chander:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 24, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $46,920.40, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,775.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

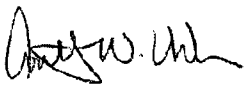
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

476

FULL AND FINAL R E L E A S E

I, Chander Jain, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Maria Pacheco

Date of Hire: 7/14/1980
Credited Service: 34.8
Annual Base Salary: $62,336.90

Dear Maria:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 30, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $65,933.26, representing 55 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,760.71.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

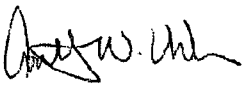
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

482

FULL AND FINAL R E L E A S E

I, Maria Pacheco, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Ugo Baldassare

Date of Hire: 8/2/1983
Credited Service: 32.1
Annual Base Salary: $151,975.83

Dear Ugo:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on August 15, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $160,743.67, representing 55 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,225.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to

obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Ugo Baldassare, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

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CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Terry Styles

Date of Hire: 1/15/1979
Credited Service: 36.3
Annual Base Salary: $48,651.20

Dear Terry:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on April 24, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions: 491

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $38,359.60, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,775.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

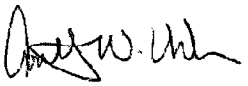
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

494

FULL AND FINAL R E L E A S E

I, Terry Styles, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Dickmond Wong

Date of Hire: 7/19/1976
Credited Service: 38.7
Annual Base Salary: $63,626.72

Dear Dickmond:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on March 27, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $67,297.49, representing 55 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,225.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to

obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

500

FULL AND FINAL R E L E A S E

I, Dickmond Wong, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

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CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Jai Jain

Date of Hire: 8/10/1994
Credited Service: 20.9
Annual Base Salary: $66,185.60

Dear Jai:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $29,274.40, representing 23 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $825.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

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FULL AND FINAL R E L E A S E

I, Jai Jain, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
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Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
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CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

James Cusson

Date of Hire: 9/2/1986
Credited Service: 28.8
Annual Base Salary: $64,355.20

Dear James:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $50,741.60, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,175.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

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(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to

obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

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SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, James Cusson, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

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CTS of Canada

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CTS

April 17, 2014
Revised: May 12, 2014
Revised: June 9, 2014

In an effort to address your concerns regarding the original separation pay package offered, the company presents this revised notice which reflects an increased lump sum payment to you. This additional consideration is the result of CTS providing you with a flat 49 week reduction in the total working notice provided instead of the longer working notice CTS could have provided under the Canadian law. The Company believes this offer is equitable and recommends that you accept this final offer.

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Leonard Hassefras

Date of Hire: 4/20/1987
Credited Service: 28.2
Annual Base Salary: $69,929.60

Dear Leonard:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on June 26, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and

availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $55,136.80, representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $2,175.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract,

market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

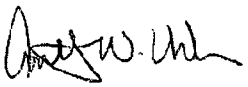
11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,



Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Leonard Hassefras, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised June 9, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

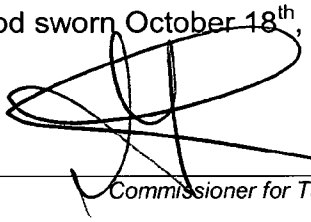
All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

BB

This is Exhibit "BB" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

February 25, 2015

Dear LouiseSoares,

RE: Adjustment of Separation Date

In accordance with Section 2 of your separation package (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for an additional period of time until 5/29/2015. Therefore, 5/29/2015 will be your new Separation Date and replaces 3/27/2015, where it appears in your Separation Package. All of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment may be adjusted upward to reflect your additional service.

In recognition of your ongoing support and cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the new Separation Date.

Please sign below to indicate your acknowledgment of this adjustment.

Yours truly,
CTS of Canada Co.

Tony Urban
Vice President and General Manager
On behalf of CTS Canada Co.

I, LouiseSoares, acknowledge and accept the terms of this letter.

LouiseSoares _____ Date _____

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80 Thomas Street
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Canada L5M 1Y9

P: 289-290-1700
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April 24, 2015

Dear Louise,

RE: Adjustment of Separation Date

In accordance with Section 2 of your separation package dated June 2014 (the "Separation Package"), CTS of CanadaCo. (the "Company") requires your services for an additional period of time until 6/26/2015. Therefore, 6/26/2015 will be your new Separation Date and replaces 3/27/2015, where it appears in your Separation Package. All of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment may be adjusted upward to reflect your additional service.

For your reference, the Company will honorthe payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the new Separation Date discussed above.

Please sign below to indicate your acknowledgment of this adjustment and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

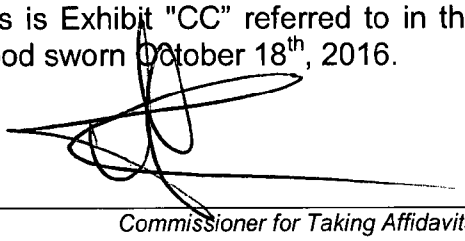
I, LouiseSoares, acknowledge and accept the terms of this letter.

NAME

APR. 24, 2015
Date

cc

This is Exhibit "CC" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

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Automotive Products

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

Tel (289) 290-1700
Fax (905) 858-9058

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April 17, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Cheryl Aultman

Dear Cheryl:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on March 27, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you no later than one month prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of ($34,112) representing 41 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

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(a) the Company provides you with at least 2 weeks of notice of such adjustment; and

(b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

Benefits. All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Lynne Campbell, Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

3. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

4. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

5. **Confidentiality and Non-disclosure.**

(a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

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6. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by no later than the twenty-first (21st) day after the date of this letter; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

7. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

8. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

9. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

10. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

11. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

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Canada L5M 1Y9

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Fax (905) 858-9058

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On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Cheryl Aultman **Date**

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CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

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April 17, 2014
Revised: May 12, 2014

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Cheryl Aultman

Date of Hire: 5/14/1984
Credited Service: 30.9
Annual Base Salary: $43,908.80

Dear Cheryl:

Further to our meeting today, we regret to confirm that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company will end on March 27, 2015 (the "Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $34,620.40, representing 41.00 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.
   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,075.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 30, 2014; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL RELEASE

I, Cheryl Aultman, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

534

CTS Corporation
CTS of Canada

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Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

February 25, 2015

DearCherylAultman,

RE: Adjustment of Separation Date

In accordance with Section 2 of your separation package (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for an additional 13 weeks and your separation date is therefore extended until 6/26/2015. Therefore, 6/26/2015, will be your new Separation Date and replaces 3/27/2015, where it appears in your Separation Package. In recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has a need for your services until 8/28/2015, an additional 8weeks. If you agree to continue to work until this new date, 8/28/2015 would be your new Separation Date and would replace 3/27/2015where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment may be adjusted upward for a separation date of 6/26/2015or 8/28/2015to reflect your additional service.

Please sign below to indicate your acknowledgment of the 13 week extension. If you would like to accept the offer to work until 8/28/2015, please also sign the second acceptance line below.

Yours truly,
CTS of Canada Co.

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

I, CherylAultman, acknowledge the Company's extension of my Separation Date by 13 weeks.

CherylAultman DATE

I, CherylAultman, hereby agree to extend my Separation Date to8/28/2015 in exchange for the payment noted above.

CherylAultman DATE

535

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 24, 2015

Dear Cheryl,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2014 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for additional weeks and your separation date was extended until8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 3/27/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has an additional need for your services and wishes to extend your separation date until 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 3/27/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 6/26/2015(91 days past your original separation date per Section 2 of your Separation Package) or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, CherylAultman, hereby agree to extend my Separation Date to 9/25/2015in exchange for the payment noted above.

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Cheryl Aultman

Date of Hire: 5/14/1984
Credited Service: 31.4
Annual Base Salary: $43,908.80

Dear Cheryl:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on March 27, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 25, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $34,620.40, representing 41.00 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the

working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,075.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the

detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 29, 2015; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Cheryl Aultman, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 11, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS

September 9. 2015

Dear Cheryl,

RE: Final Adjustment of Separation Date

As agreed with you and in accordance with Section 2 of your original separation package dated April 17, 2014 and revised May 12, 2014 and May 11, 2015 (the "Separation Package"), September 25, 2015 is your Separation Date from CTS of Canada Co. However, CTS of Canada Co. has determined that it will continue to require your services until October 30, 2015. With your agreement, October 30, 2015 will be your new Separation Date and replace March 27, 2015 where it appears in your Separation Package.

CTS of Canada Co. will provide you with a final revised Separation Package reflecting the above and the terms and conditions previously offered to you shortly. In the meantime, please sign below to indicate your acceptance to work until October 30, 2015.

We appreciate your continued commitment during this difficult time.

Yours truly,
CTS of Canada Co.

I, Cheryl Aultman, hereby agree to extend my Separation Date to October 30, 2015.

_____ _____

543

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9059
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised May 11, 2015
Final Revised: September 18, 2015

PRIVATE AND CONFIDENTIAL

Cheryl Aultman

Date of Hire: 5/14/1984
Credited Service: 31.4
Annual Base Salary: $43,908.80

Dear Cheryl:

You originally received notice on April 17, 2014 that CTS of Canada Co. (the "Company") would be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company was expected to end on March 27, 2015 ("Original Separation Date"). You accepted the extension of the Original Separation Date to August 28, 2015 to September 25, 2015 and a final extension of the Original Separation Date to October 30, 2015 ("Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination (from April 17, 2014 to October 30, 2015) and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $35,120.40 equal to the sum of 41 weeks of your regular weekly wages plus the $500.00 extension payment (as per the Company's letter of February 25, 2015) in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which

you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Benefits.**

(a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

(b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,075.00.

3. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

4. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

5. **Confidentiality and Non-disclosure.**

(a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

6. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by September 30, 2015; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

7. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

8. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Company regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

9. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

10. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

11. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

(Rajeeb K. Nath)

Rajeeb Nath
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Full and Final Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Cheryl Aultman, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 11, 2015 / Final Revised September 18, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

549

SEPT. 22. 15

FAX TO:

ATTN:

STEPHEN MOREAU
416-964-5895

RE: CTS
CLASS ACTION
NEW SEVERANCE PACKAGE
FOR:
GAIL CHAISSON
& CHERYL AULTMAN

13 Pages including Cover

550

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville Ontario
Canada L5M 1Y9

P. 289-290-1700
F. 905-368-9058
www.ctscorp.com

CTS.

April 17, 2014
Revised: May 12, 2014
Revised May 11, 2015
Final Revised: September 18, 2015

PRIVATE AND CONFIDENTIAL

Cheryl Aultman

Date of Hire: 5/14/1984
Credited Service: 31.4
Annual Base Salary: $43,908.80

Dear Cheryl:

You originally received notice on April 17, 2014 that CTS of Canada Co. (the "Company") would be ceasing manufacturing operations by March 31, 2015. As a result, your employment with the Company was expected to end on March 27, 2015 ("Original Separation Date"). You accepted the extension of the Original Separation Date to August 28, 2015 to September 25, 2015 and a final extension of the Original Separation Date to October 30, 2015 ("Separation Date"). You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination (from April 17, 2014 to October 30, 2015) and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $35,120.40 equal to the sum of 41 weeks of your regular weekly wages plus the $500.00 extension payment (as per the Company's letter of February 25, 2015) in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which

you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Benefits.**

(a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

(b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,075.00.

3. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

4. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

5. **Confidentiality and Non-disclosure.**

(a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

(b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

6. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by September 30, 2015; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

7. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

8. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Company regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

9. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

10. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

11. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

(Rajeeb K. Nath)

Rajeeb Nath
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Full and Final Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Employee Signature **Date**

554

CTS®

Severance Monies Election Sheet

Employee Name:	Cheryl Aultman
Severance Amount:	$34,620.40
Lieu-of-Benefits Amount:	$3,075.00
Other:	$500.00
RRSP Eligible:	$31,500.00

Options *(check one only)*

_____ I wish to have the entire amount of my severance monies paid out through the regular payroll. I understand that all applicable taxes will be deducted from this amount.

_____ I wish to have the entire amount of my severance monies deposited directly to my RRSP account with Group Retirement Services. I acknowledge that it is my responsibility to ensure that I will not exceed my RRSP deduction limit.

_____ I wish to have a portion of my severance monies paid out to me through the regular payroll and a portion deposited directly to my RRSP account. I acknowledge that it is my responsibility to ensure that I will not exceed my RRSP deduction limit.

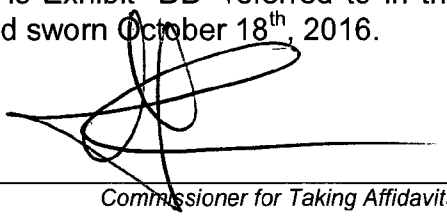
a) $_____ to be paid out through the regular payroll.

b) $_____ deposited directly to my RRSP account.

Employee Signature: _____

Date: _____

This is Exhibit "DD" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Gail Chaisson

Date of Hire: 9/25/1978
Credited Service: 37
Annual Base Salary: $41,683.20

Dear Gail:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on March 27, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 25, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $32,865.60, representing 41.00 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the

working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,075.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the

detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 29, 2015; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Gail Chaisson, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 11, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

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April 17, 2014
Revised: May 12, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Corrado Cirinna

Date of Hire: 2/1/1995
Credited Service: 20.6
Annual Base Salary: $81,166.51

Dear Corrado:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on April 30, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 15, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $39,022.36, representing 25 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable

withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable. 563

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $1510.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 29, 2015; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager

On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL RELEASE

I, Corrado Cirinna, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 11, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

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F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Badrul Huda

Date of Hire: 3/31/1999
Credited Service: 16.5
Annual Base Salary: $39,520.00

Dear Badrul:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on April 24, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 25, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $14,060.00, representing 18.50 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which

you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

(a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

(b) sign a copy of this letter at the space provided below and return it to me by May 29, 2015; and

(c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Badrul Huda, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 29, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Sin Man Lim

Date of Hire: 7/14/1987
Credited Service: 28.2
Annual Base Salary: $43,492.80

Dear Sin Man:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on March 27, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 25, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $34,292.40, representing 41.00 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the

working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits**.

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,075.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the

detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 29, 2015; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL R E L E A S E

I, Sin Man Lim, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 11, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 16, 2014
Revised: May 12, 2014
Revised: May 27, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Harvill Murray

Date of Hire: 8/26/2013
Credited Service: 2.1
Annual Base Salary: $33,176.00

Dear Harvill:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on March 27, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 25, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you no later than three months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $2,552.00, representing 4.00 weeks of your regular weekly wages

in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.** All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 29th; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager
On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Date

SCHEDULE "A" 585

FULL AND FINAL R E L E A S E

I, Harvill Murray, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 16, 2014 / Revised: May 12, 2014 / Revised May 11, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE NAME
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

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www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Maria Pacheco

Date of Hire: 7/14/1980
Credited Service: 35.2
Annual Base Salary: $62,336.90

Dear Maria:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on April 30, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 25, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $65,933.26, representing 55.00 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the working notice and as outlined in this separation package are subject to applicable

withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable. 588

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

   (b) In lieu of benefits coverage after the Separation Date, the Company will provide you with a lump sum payment of $3,225.00

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

589

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 29, 2015; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager

On behalf of CTS of Canada Co.

590

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

591

FULL AND FINAL R E L E A S E

I, Maria Pacheco, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised May 11, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of

them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

_____	_____
WITNESS SIGNATURE	EMPLOYEE SIGNATURE
_____	_____
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
_____	_____
DATE	DATE

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 17, 2014
Revised: May 12, 2014
Revised: May 11, 2015

PRIVATE AND CONFIDENTIAL

DELIVERED PERSONALLY

Ravjit Sandhu

Date of Hire: 10/30/2006
Credited Service: 8.9
Annual Base Salary: $41,891.20

Dear Ravjit:

It was originally announced in April 2014 that CTS of Canada Co. (the "Company") will be ceasing manufacturing operations by March 31, 2015. In April, the company announced that operations would end by May 29, 2015. You were originally notified that your employment with the company would end on April 24, 2015 (the "Separation Date"). In April 2015, you were notified that your Separation Date would be extended to September 25, 2015. You will continue to be paid your regular wages for all work performed up to the Separation Date. Your current group benefit coverage will also continue up to the Separation Date provided you continue to work up until the Separation Date.

The Company will make available the services of Right Management to assist you in obtaining new employment. You will receive additional information about Right Management and what to expect from their career management services in Informational Sessions which will be held on site over the next few months. Career management services will be made available to you up to 3 months prior to your Separation Date, and you must commence these services by no later than 3 months following your separation. The Company will pay Right Management directly for all such services rendered.

We value your service to CTS of Canada Co. and we look forward to your continued commitment and cooperation until the Separation Date. In addition to the above working notice of termination and availability of outplacement services, we are pleased to offer you a separation package on the following terms and conditions:

1. **Separation Payments.** Provided you comply with all other terms of this separation package and remain an active employee as of the Separation Date, you will receive a lump sum payment of $8,781.04, representing 10.90 weeks of your regular weekly wages in the pay period immediately following the Separation Date. You agree that the payments during the

working notice and as outlined in this separation package are subject to applicable withholding taxes and statutory or authorized deductions, and include all amounts to which you may be entitled under the Ontario *Employment Standards Act, 2000*, including pay in lieu of notice of termination, severance pay if applicable.

2. **Adjustment of Separation Date.** You agree that the Company may, at its sole discretion, adjust your **original** Separation Date to a later date provided:

   (a) the Company provides you with at least 2 weeks of notice of such adjustment; and

   (b) the new Separation Date is not later than 13 weeks after the original Separation Date set out above in this letter.

3. **Benefits.**

   (a) All group benefit coverage will end on the Separation Date. You have the option to convert some of your group coverage to an individual policy at your own expense and in accordance with the applicable terms and conditions of the applicable benefits plan. Please speak to the Human Resources Manager, for further details if you wish to take advantage of this conversion option. We recommend that you take whatever steps you think appropriate to obtain replacement benefit coverage when your current coverage ceases.

4. **Letter of Employment.** To assist you in securing new employment, the Company will provide you with a letter of employment at your request.

5. **Return of Company Property.** As a condition of this separation package, you agree to return in good condition all Company property that is in your possession or control on your last day of work, including, but not limited to, keys, documents, and other data and all copies thereof, and all other tangible Company property.

6. **Confidentiality and Non-disclosure.**

   (a) You agree to keep in strict confidence the terms of this separation package, and not to disclose the terms of this separation package to any person or corporation, except to your spouse (if applicable) and except to the extent that such disclosure may be required by law or to permit you to obtain tax planning or similar professional advice.

   (b) You acknowledge and agree that during your employment, you have been provided with access to confidential or trade secret information, including customer, contract, market, supplier, technical and product information that is proprietary to the Company or CTS which, if disclosed to competitors or others outside of the Company or CTS or used against the interests of the Company or CTS could result in loss of business or loss of competitive position. You agree to safeguard this information, including the identity of current and prospective customers, contract scope, expiration dates, services, prices and bidding and estimating practices and undertake and agree not to disclose, directly or indirectly, same to any third party and not to utilize same to the detriment of the Company or CTS, except with the written permission of an officer of the Company or CTS.

595

7. **Other Conditions.** This separation package is conditional in that for it to be binding upon the Company you must:

   (a) continue to perform your present duties and responsibilities and as further directed by the Company in a diligent and co-operative manner until the Separation Date; and

   (b) sign a copy of this letter at the space provided below and return it to me by May 29, 2015; and

   (c) sign and return a witnessed copy of the Release form attached to this letter as Schedule "A" by no later than the third (3rd) day after the Separation Date, but by no earlier than the Separation Date.

8. **Statutory Compliance.** All payments under this separation package are expressed in Canadian currency and are subject to withholding for income tax and applicable statutory or authorized deductions.

9. **Entire Agreement.** This separation package constitutes the entire agreement between you and the Firm regarding your separation package and supersedes and replaces any and all previous agreements, written or oral, express or implied. Any modifications or amendments to this separation package must be in writing and signed by both parties or else they shall have no force and effect.

10. **Enurement.** This separation package shall enure to the benefit of and be binding upon you and your respective successors and assigns, including without limitation, your heirs, executors, administrators and personal representatives.

11. **Governing Law.** The separation package shall be governed by the laws of the province of Ontario and you consent to the exclusive jurisdiction of the courts of the province of Ontario in any action or proceeding instituted in connection with the separation package.

12. **Severability.** In the event that any provision in this separation package or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

We trust that you will find this to be a fair and reasonable separation package. We encourage you to take the time provided to consider this offer, which is made on a without prejudice basis, and to obtain such financial, legal or other independent advice as you think appropriate. If you have any questions regarding this letter, please do not hesitate to call Lynne Campbell at extension 1719.

On behalf of CTS of Canada Co., thank you for your service and contributions. We look forward to continuing to work with you until the Separation Date.

Yours truly,

Tony Urban
Vice President and General Manager

On behalf of CTS of Canada Co.

Attachment

ACKNOWLEDGEMENT

I have read and understand and hereby accept the foregoing terms and agree to sign and be bound by the attached Release. I acknowledge that I have been given an opportunity to obtain independent legal advice.

_____ _____

Employee Signature **Date**

SCHEDULE "A"

FULL AND FINAL RELEASE

I, Ravjit Sandhu, of the Province of Ontario, in consideration of the working notice and payments set out in the attached letter dated April 17, 2014 / Revised May 12, 2014 / Revised: May 11, 2015 (the "Separation Package"), less applicable statutory deductions, and other good and valuable consideration, the receipt and sufficiency whereof by me is hereby expressly acknowledged, agree to remise, release and forever discharge CTS of Canada Co. and all of its predecessor, subsidiary, parent, related, affiliated and successor companies and divisions (collectively, the "Companies") and the shareholders, officers, directors, employees, representatives and agents of the Companies (hereinafter collectively with the Companies referred to as the "Releasees") of and from all actions, causes of action, applications, complaints, suits, debts, demands, damages, costs, bonds, accounts, covenants, contracts, liabilities, representations, agreements, warranties and torts (both intentional and unintentional) and claims whatsoever, at law or in equity, whether presently known or unknown, as against the Releasees or any of them, which I have had, now have or which I can, shall or may hereafter have for or by reason of any cause, matter or thing whatsoever, arising from: (a) my hiring and employment by any of the Releasees or the termination of such employment; and (b) any benefits provided to me or which should have been provided to me during my employment or subsequent to my termination of employment.

For the above consideration, I further agree not to make or continue any claim or take any proceedings whatsoever against any other person or corporation or other entity with respect to anything existing at the present time between me and any or all of the Releasees with respect to the matters herein released, nor to make any claim or take any proceedings against any person or corporation or other entity in respect of which any claim could arise against any or all of the Releasees for contribution or indemnity or any other relief.

Without limitation, I specifically covenant, represent and warrant to the Releasees that I have no further claim against the Releasees arising out of my employment or the termination of such employment including, without limitation, any claims for pay, notice of termination, pay in lieu of such notice, severance pay, retirement benefits, expenses, wages or salary, bonus, incentive plan, commissions, stock option plan, profit sharing plan, overtime pay, interest, benefits, vacation pay, holiday pay, allowances, advantages, right of reinstatement, or others, including arbitration, complaints, claim or recourse under the Ontario *Employment Standards Act, 2000*, or any other similar legislation. I further represent that the Releasees have complied with the Ontario *Human Rights Code* in respect of my employment and/or the termination of such employment, and I am aware of my rights under the Ontario *Human Rights Code* and I am not asserting any rights or advancing a human rights claim or complaint.

I fully accept sole responsibility to replace those benefits that I wish to continue and to exercise conversion privileges, where applicable, with respect to benefits. In the event that I become disabled, I covenant not to sue the Releasees for insurance or other benefits (including disability benefits), or for loss of benefits. Other than those employment benefits specifically set out in the Separation Package, I hereby release the Releasees from any further obligations or liabilities arising from my employment benefits.

In the event that I should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees or any one or more of them for or by reason of any cause, matter or thing this document may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

I agree to indemnify the Releasees and save them harmless from any and all income tax, employment insurance or Canada Pension Plan charges, penalties, fines, interest or any payments whatsoever that may be claimed by either the Receiver General for Canada or Canada Revenue Agency in respect of any failure by the Releasees, as a result of complying with a written direction from me or from any alleged mischaracterization of the funds that was based on my request, to withhold any required amounts from payments owing to me pursuant to the Separation Package.

I agree to keep the terms of this Separation Package in strict confidence and not to disclose its terms to any person or corporation, except to members of my immediate family and except to the extent that such disclosure may be required by law or to permit me to obtain tax planning or similar professional advice. I covenant that any of the members of my immediate family to whom I disclose the terms of this Separation Package will in turn agree to be bound by this same non-disclosure obligation.

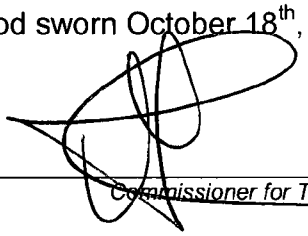
I have read this Release and have been given an opportunity to obtain independent legal advice with respect thereto. I understand that this Release contains a full and final release of all claims that I have or may have against the Releasees relating to my hiring and employment or the termination of such employment. I understand and agree that the payment of the above consideration is not deemed to be any admission of liability on the part of the Releasees and in fact such liability is specifically denied by them.

All of the foregoing shall enure to the benefit of the Releasees, their successors and assigns, and be binding upon me and my respective heirs, executors, administrators and assigns.

SIGNED
In the presence of:

WITNESS SIGNATURE	EMPLOYEE SIGNATURE
PRINT NAME OF WITNESS	PRINT NAME OF EMPLOYEE
DATE	DATE

This is Exhibit "EE" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

Extension 2, V. 3
600

April 24, 2015

Dear ,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, (date) remains your Separation Date. All of the other terms and conditions set out in the Separation Package will remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

601

CTS

April 24, 2015

Dear Mei Li,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

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Canada L5M 1Y9

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www.ctscorp.com

602

CTS

April 24, 2015

Dear Lynne,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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Canada L5M 1Y9

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www.ctscorp.com

603

CTS

April 24, 2015

Dear Peter,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 6/26/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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604

CTS

April 24, 2015

Dear Lalgee,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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Canada L5M 1Y9

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605

CTS

April 24, 2015

Dear Benjamin,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/15/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

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www.ctscorp.com

606

CTS

April 24, 2015

Dear Corrado,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/15/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

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F: 905-858-9058
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607

CTS

April 24, 2015

Dear Robert,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 6/26/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

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F: 905-858-9058
www.ctscorp.com

608

CTS

April 24, 2015

Dear Stephen,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation
CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

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F: 905-858-9058
www.ctscorp.com

609

CTS

April 24, 2015

Dear Leonard,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/15/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

610

CTS

April 24, 2015

Dear Arshad,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

611

CTS

April 24, 2015

Dear Mitchell,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

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F: 905-858-9058
www.ctscorp.com

612

CTS

April 24, 2015

Dear Ugo,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

613

CTS

April 24, 2015

Dear Shankara,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 6/26/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

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CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

614

CTS

April 24, 2015

Dear Brett,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 6/26/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

615

CTS

April 24, 2015

Dear Avtar,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 6/26/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 24, 2015

Dear Shirley,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 5/29/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

617

CTS

April 24, 2015

Dear Jessie,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation 80 Thomas Street P: 289-290-1700
CTS of Canada Streetsville, Ontario F: 905-858-9058
Canada L5M 1Y9 www.ctscorp.com

CTS.

April 24, 2015

Dear Chuanhua,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 24, 2015

Dear Chuanhua,

RE: Separation Date

This is to confirm that your separation date has not been changed at this time. Therefore, 9/30/2015 remains your Separation Date. All of the other terms and conditions set out in the Separation Package remain in force.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the Separation Date described above.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

Extension 2, v. 1
620

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

CTS

April 24, 2015

Dear Name,

RE: Adjustment of Separation Date

In accordance with Section 2 of your separation package dated June 2014 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for an additional period of time until (New Date). Therefore, (New Date) will be your new Separation Date and replaces (Prior Date), where it appears in your Separation Package. All of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment may be adjusted upward to reflect your additional service.

For your reference, the Company will honor the payment of $500.00 (five hundred dollars), less applicable deductions, discussed in the February 25, 2015 letter, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to the new Separation Date discussed above.

Please sign below to indicate your acknowledgment of this adjustment and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President and General Manager

I, (Name), acknowledge and accept the terms of this letter.

NAME _____ Date _____

Extension 1, v. 2

621

April 24, 2015

Dear [Name],

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your separation package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for an additional 13 weeks and your separation date was extended until [insert new separation date], 2015. Therefore, [insert new separation date], 2015 will be your new Separation Date and replaces [insert old separation date], where it appears in your Separation Package. In recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has a need for your services until [insert second separation date], an additional [insert number] weeks. If you agree to continue to work until this new date, [insert second separation date] would be your new Separation Date and would replace [insert old separation date] where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of [1st new separation date] or [2nd new separation date] to reflect your additional service.

If you would like to accept the offer to work until [insert second separation date], please also sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, [Name], hereby agree to extend my Separation Date to [insert second separation date] in exchange for the payment noted above.

_____ _____

CTS Corporation
CTS of Canada

80 Thomas Street
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Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

622

CTS

April 24, 2015

Dear Maria,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for additional weeks and your separation date was extended until 8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 4/30/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has an additional need for your services and wishes to extend your separation date to 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 4/30/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 7/30/2015 or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Maria Pacheco, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

623

CTS

April 24, 2015

Dear Badrul,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for additional weeks and your separation date was extended until 8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 4/24/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has a additional needs for your services and wishes to extend your separation date to 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 4/24/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 7/24/2015 or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Badrul Huda, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

624

CTS

April 24, 2015

Dear Harvill,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for an additional period and your separation date was extended until 5/29/2015. Therefore, 5/29/2015 is your new Separation Date and replaces 3/27/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has an additional need for your services and wishes to extend your separation date until 9/25/2015, an additional 17 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 3/27/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 6/26/2015 (91 days after your original separation date in accordace with Section 2 of your Separation Package) or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Harvill Murray, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

625

CTS

April 24, 2015

Dear Gail,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for additional weeks and your separation date was extended until 8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 3/27/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has an additional need for your services and wishes to extend your separation date until 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 3/27/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 6/26/2015 (91 days past your original separation date per Section 2 of your Separation Package) or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Gail Chaisson, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

CTS Corporation
CTS of Canada

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Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

626

CTS

April 24, 2015

Dear Sin Man,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for additional weeks and your separation date was extended until 8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 3/27/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has an additional need for your services and wishes to extend your separation date until 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 3/27/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 6/26/2015 (91 days past your original date of separation per Section 2 of your Separation Package) or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Sin Man Lim, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

CTS Corporation
CTS of Canada

80 Thomas Street
Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

627

CTS

April 24, 2015

Dear Cheryl,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for additional weeks and your separation date was extended until 8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 3/27/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has an additional need for your services and wishes to extend your separation date until 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 3/27/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 6/26/2015 (91 days past your original separation date per Section 2 of your Separation Package) or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Cheryl Aultman, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

CTS Corporation
CTS of Canada

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P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

628

CTS

April 24, 2015

Dear Ravjit,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2015 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for an additional weeks and your separation date was extended until 8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 4/24/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has a further need for your services and wishes to extend your separation date until 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 4/24/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 7/24/2015 (91 days past your original separation date per Section 2 of your Separation Package) or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Ravjit Sandhu, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

CTS Corporation
CTS of Canada

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Streetsville, Ontario
Canada L5M 1Y9

P: 289-290-1700
F: 905-858-9058
www.ctscorp.com

629

CTS

April 24, 2015

Dear Maria,

RE: Adjustment of Separation Date

As was communicated to you in February 2015, in accordance with Section 2 of your Separation Package dated June 2014 (the "Separation Package"), CTS of Canada Co. (the "Company") requires your services for additional weeks and your separation date was extended until 8/28/2015. Therefore, 8/28/2015 is your new Separation Date and replaces 4/30/2015 where it appears in your Separation Package. As was discussed in the February 2015 letter, in recognition of your cooperation during this time, the Company will provide you with a payment of $500.00 (five hundred dollars), less applicable deductions, provided that you continue to comply with all terms of the Separation Package and remain an active employee through to this new separation date.

In addition to the above, the Company has an additional need for your services and wishes to extend your separation date to 9/25/2015, an additional 4 weeks beyond August 28, 2015. If you agree to continue to work until this new date, 9/25/2015 would be your new Separation Date and would replace 4/30/2015 where it appears in your Separation Package.

In either scenario, all of the other terms and conditions set out in the Separation Package will remain in force, except that your lump sum payment will be adjusted upward for a separation date of 7/30/2015 or 9/25/2015 to reflect your additional service.

If you would like to accept the offer to work until 9/25/2015 please sign the acknowledgement line below and return to Human Resources by May 8.

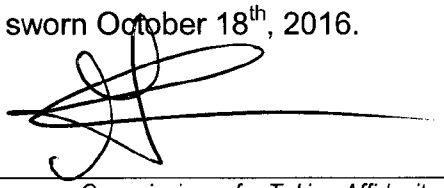
Yours truly,
CTS Sensors & Mechatronics

Tony Urban
Vice President & General Manager

I, Maria Pacheco, hereby agree to extend my Separation Date to 9/25/2015 in exchange for the payment noted above.

FF

This is Exhibit "FF" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

Print Form

Ontario Ministry of Labour

Form 1

Notice of Termination of Employment

under Subsection 58 (2) of *Employment Standards Act, 2000*

1. Name of Employer (Company)

   CTS of Canada

2. Employer's Mailing Address

   80 Thomas Street

   Streetsville, Ontario L5M 1Y9

3. Location(s) where termination of employment will occur

   80 Thomas Street, Streetsville, Ontario L5M 1Y9

4. Total workforce at each location who are paid:

   1. Hourly 88
   2. Salaried 16
   3. Other

5. Number of employees at each location whose employment will be terminated and anticipated dates:

		Date Terminations Effective Day	Month	Year
1. Hourly	69	06	26	2015
2. Salaried	3	06	26	2015
3. Other				

6. Name(s) of the trade union local , if any, representing employees whose employment is being terminated.

   N/A

7. What are the economic circumstances surrounding the terminations?

   Facility Closure

8. Has the employer implemented or discussed with employees (or their agent) any alternatives to termination? Please describe alternatives to termination implemented or discussed.

   Alternatives Implemented:

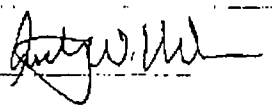
   None

   Alternatives Discussed:

   None

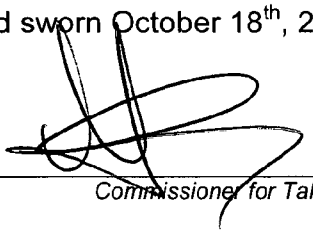
9. Has the employer implemented or proposed any adjustment measures with employees (or their agent)?

   None

Name of Employer's Official (Please Print)	Title	
Tony Urban	Vice President and General Manager	
Signature 	Telephone Number (Incl. Area Code) 574-389-2700	Date 05-12-15

GG

This is Exhibit "GG" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

633

From: Lynne Campbell
To: Ugo Baldassare
Sent: 5/13/2015 10:02:13 AM
Subject: FW: Form 1 Posting

Lynne Campbell
CTS of Canada Co.
Human Resources Generalist
Phone: 289-290-1719

From: Mary DeVous
Sent: Wednesday, May 13, 2015 9:35 AM
To: Lynne Campbell
Subject: RE: Form 1 Posting

Lynne,
As you know, the Form 1 is required when more than 50 employees are being released in a four week period. The Ministry of Labour will supply the Ministry of Training, colleges and Universities with information from Form 1 for the purposes of providing a range of programs and services to help workers make a rapid and effective transition to new employment.
Mary

From: Lynne Campbell
Sent: Wednesday, May 13, 2015 9:27 AM
To: Mary DeVous
Subject: Form 1 Posting

Hi Mary:

I posted the form 1 yesterday and have had some questions on this. I'm not sure how I should respond.

1. Employees are asking what does this mean
2. It was pointed out that the form has the day and the month reversed.

My response to them at the moment is that I was asked to post the form.

Lynne Campbell
CTS of Canada Co.
Human Resources Generalist
Phone: 289-290-1719

From: Mary DeVous
To: Lynne Campbell
Sent: 5/12/2015 3:32:05 PM
Subject: RE: Form 1

634

You already did when you announced the June 26 extensions. No additional communication is needed.

From: Lynne Campbell
Sent: Tuesday, May 12, 2015 3:10 PM
To: Mary DeVous
Subject: RE: Form 1

Ugo wants to know if we should be communicating this before we post the Form 1.

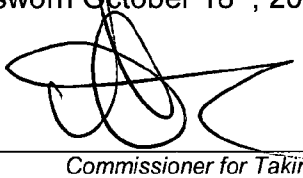
Lynne Campbell
CTS of Canada Co.
Human Resources Generalist
Phone: 289-290-1719

From: Mary DeVous
Sent: Tuesday, May 12, 2015 1:51 PM
To: Lynne Campbell
Subject: Form 1

Lynne,
Please post.
I'll fax over to the Ministry of Labour today.
Mary

HH

This is Exhibit "HH" referred to in the Affidavit of Claudette Wood sworn October 18th, 2016.



Commissioner for Taking Affidavits (or as may be)

Ministry of Labour

Freedom of Information and Privacy Protection Office

400 University Ave
10th Floor
Toronto, Ontario
M7A 1T7

Telephone : (416) 326-7786
Fax : (416) 314-8749

Ministère du Travail

Bureau de l'accès à l'information et de la protection de la vie privée

400, avenue Université,
10e étage
Toronto (Ontario)
M7A 1T7

Téléphone : (416) 326-7786
Télécopieur : (416) 314-8749

Ontario

Our File – Notre référence
G-2015-00034 / JCH
Your File – Votre référence
140914

June 24, 2015

Mr. Stephen Moreau
Cavalluzzo Shilton McIntyre Cornish LLP
474 Bathurst Street, Suite 300
Toronto, ON M5T 2S6

Dear Mr. Moreau:

I am responding to your request made under the *Freedom of Information and Protection of Privacy Act* (*FIPPA*) for access to the following information:

> *Copies of the Ministry of Labour's records on CTS of Canada's termination of employees and/or its Streetsville Plant Closure for the period from May 1, 2014 to May 29, 2015, the clarification date of your request.*

In response to your request, the ministry's Employment Practices Branch (EPB) identified the following responsive records: the employer's Notice of Termination of Employment (Form 1) to the ministry; EPB's summary generated upon receiving the Form 1; the ministry's letter to the employer confirming receipt of the Form 1; and the ministry's email forwarding the summary to a standard distribution list. Copies of all of the records are enclosed in full.

Generally, the Ministry of Training, Colleges and Universities (MTCU) is responsible for engaging employers regarding Rapid Re-employment and Training Services, and therefore may have custody or control of further records relating to the subject of your request. I suggest that you submit a freedom of information request directly to that institution. For more information, please contact MTCU's information and privacy coordinator at 416-325-0070.

Under section 50(2) of *FIPPA*, you may request that the Information and Privacy Commissioner review this decision. You have 30 days from the receipt of this letter to request a review. Please be aware that there is a $25 appeal fee. The Commissioner's office is located at 2 Bloor Street East, Suite 1400, Toronto Ontario, M4W 1A8, and can be reached by phone at 416-326-3333.

If you have any questions about this decision, please contact Program Advisor, James Houston at 416-326-6705.

Sincerely,

André Breau
Manager

AB/jh
Enclosures

Ontario Ministry of Labour

Form 1
Employment Standards Act, 2000

Notice of Termination of Employment under Subsection 58 (2) of The *Employment Standards Act, 2000*

This form, when completed, should be sent to the Director of Employment Standards, Ministry of Labour, 9th floor, 400 University Avenue, Toronto, Ontario M7A 1T7. Fax (416) 326-7061, Monday to Friday, between the hours of 9:00 a.m. and 5:00 p.m.

Please note that the completed Form 1 must be received at the above address before the notice of termination to employees can commence.

A copy of this Form 1 must be posted in the workplace.

Where the employer decides to pay termination pay rather than providing written notice of termination, the employer is still required to provide the Director of Employment Standards with the completed Form 1.

The Ministry may, after filing by the employer, request supplementary information relating to the questions in the Form and/or to the responses given to the questions in the Form.

The Ministry of Labour will supply the Ministry of Training, Colleges and Universities with information from Form 1 for the purposes of providing a range of programs and services to help workers make a rapid and effective transition to new employment.

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Print Form

Ontario Ministry of Labour

Form 1

Notice of Termination of Employment

under Subsection 58 (2) of *Employment Standards Act, 2000*

1. Name of Employer (Company)

CTS of Canada

2. Employer's Mailing Address

80 Thomas Street

Streetsville, Ontario L5M 1Y9

3. Location(s) where termination of employment will occur:

80 Thomas Street, Streetsville, Ontario L5M 1Y9

4. Total workforce at each location who are paid:

1. Hourly 88
2. Salaried 16
3. Other

5. Number of employees at each location whose employment will be terminated and anticipated dates:

		Date Terminations Effective (Day / Month / Year)
1. Hourly	69	06 / 06 / 2015
2. Salaried	3	06 / 06 / 2015
3. Other		/ /

6. Name(s) of the trade union local , if any, representing employees whose employment is being terminated.

N/A

7. What are the economic circumstances surrounding the terminations?

Facility Closure

8. Has the employer implemented or discussed with employees (or their agent) any alternatives to termination? Please describe alternatives to termination implemented or discussed.

Alternatives Implemented:

None

Alternatives Discussed:

None

9. Has the employer implemented or proposed any adjustment measures with employees (or their agent)?

None

Name of Employer's Official (Please Print)	Title	
Tony Urban	Vice President and General Manager	
Signature	Telephone Number (Incl. Area Code)	Date
	574-389-2700	05-12-15

FORM 1 SUMMARY

ESTABLISHMENT:	CTS of Canada
ADDRESS:	80 Thomas St., Streetsville, ON L5M 1Y9
PARENT COMPANY:	Same
ADDRESS:	Same
COUNTRY OF OWNERSHIP:	Canada
CONTACT:	Tony Urban
TITLE:	Vice President and General Manager
PHONE:	574-389-2700

IMPORTANT NOTE: ONLY THE INDIVIDUAL IDENTIFIED ABOVE SHOULD BE USED AS YOUR FIRST POINT OF CONTACT WITH RESPECT TO THIS FORM 1

REDUCTION TYPE:	Termination of 50 or more but fewer than 200	☒
	Termination of 200 or more but fewer 500	☐
	Termination of 500 or more	☐

FORM 1 RECEIVED (DATE):	May 12, 2015
FORM 1 ACKNOWLEDGED (DATE):	May 13, 2015
AMENDED FORM: ☐	
TOTAL WORKFORCE:	104
TERMINATING DATE: (hourly):	June 26, 2015
TERMINATING DATE (salary):	June 26, 2015
UNION:	None
LOCAL:	None
MINISTRY OF LABOUR CONTACT:	Kimberley Foster 416-326-7007
DATE:	May 13, 2015

Ministry of Labour

Employment Practices Branch

400 University Ave.
9th Floor
Toronto, Ontario
M7A 1T7

Telephone: (416) 326-2450
Fax: (416) 326-7061

Ministère du Travail

Direction des pratiques d'emploi

400, avenue University
9e étage
Toronto (Ontario)
M7A 1T7

Téléphone : (416) 326-2450
Télécopieur : (416) 326-7061

Ontario

641

CTS of Canada
80 Thomas St.,
Streetsville, ON L5M 1Y9

Attention: Mr. Tony Urban
Vice President and General Manager

May 13, 2015

VIA REGULAR MAIL

Dear Mr. Urban:

This letter will confirm that the Office of the Director of Employment Standards received the Form 1 for CTS of Canada located in Streetsville, Ontario pursuant to subsection 58(2) of the *Employment Standards Act, 2000* (ESA) on May 12, 2015.

Please be reminded, pursuant to subsection 58(5) of the ESA the employer is required to post the Form 1 on the first day of the notice period in at least one conspicuous place at their establishment where it is likely to come to the attention of the affected employees and the employer shall keep the Form 1 posted throughout the notice period.

Also please note that where the Form 1 is not delivered to the Director prior to or at the time of giving notice to employees pursuant to s. 58(1), the employer may be liable for payment in lieu of notice.

The Rapid Re-Employment & Training Services (RRTS) of the Ministry of Training, Colleges and Universities, is part of Ontario's integrated training and employment network, Employment Ontario (EO).

RRTS can provide a wide variety of services to affected workers and communities, including the deployment of special response teams to rapidly plan and co-ordinate local EO services. RRTS will also help affected workers enter training programs, and develop individual re-employment action plans. In some instances, services for affected workers may be in place before layoffs actually occur.

Information on RRTS and other Employment Ontario services can be obtained at http://www.tcu.gov.on.ca/eng/employmentontario or by calling the Employment Ontario hotline toll-free at 1-800-387-5656.

Sincerely,

Director of Employment Standards

From: Foster, Kimberley (MOL)
Sent: May 13, 2015 11:12 AM
To: Abdool, Fareeaa (MOL); Almashni, Shirin (TCU); Bennett, Jill (MOL); Boeswald, Joe (MOL); Bonnick, Jervis (MOL); Bowie, Heather (MOL); Brown, Greg (MOL); Dafoe, Gloria (TCU); Deline, Janet (MOL); Di Trani, Michael (TCU); Fahel, Gabriel (MOL); Finney, Jill (MOL); Foster, Kimberley (MOL); Gaulin, Tina (MOL); Gazzellone, Daniel (TCU); Hearst, Shawn (MOL); Heshka, Kristin (MOL); Hutton, John (MOL); Jewitt, Don (MOL); Kennedy, Jacqueline (TCU); Lefebvre, Pierre (MOL); Lim, Benjamin (MOL); Louis, Avril E. (TCU); Loveridge, Laura (TCU); Martin, Cara (MOL); McDonald, Stephen (MOL); Moldovan, Anatoliy (MOL); Moolla, Reshad (MOL); Pereira, Melissa S. (MOL); Rawlick, Diana (MOL); Reddox, Rita (TCU); Reid, John (MOL); Rivet, Gisele (MOL); Tedesco, Rosy (OMAFRA); Thompson, Carey (MOL); Wilkins, Jane (MOL); Wood, Richard (MOL); Wu, Elaine (MOL); Yip, Gloria (MOL); Young, William (MOL); Zach, Tom (MOL)
Subject: Form 1 Summaries - May 13, 2015
Attachments: Form 1 Summary - AIMIA - Etobicoke - May 13, 2015.pdf; Form 1 Summary - Johnson Controls Automotive Canada LP - Whitby- May 13, 2015.pdf; Form 1 Summary - Metro Ontario Inc- Hamilton- May 13, 2015.pdf; Form 1 Summary - CTS of Canada - Streetsville - May 13, 2015.pdf

Hi everyone,

Please find attached Form 1 Summaries for CTS of Canada (Streetsville), Metro Ontario Inc. (Hamilton), AIMIA Proprietary Loyalty Canada Inc. (Etobicoke), Johnson Controls Automotive Canada LP.

Thank you.

Kimberley

Kimberley Foster
Issues Management Officer
Employment Practices Branch
Ministry of Labour
Office: 416-326-7007/ BB: 647-526-8980

CLAUDETTE WOOD, et al.
Plaintiffs

-and-

CTS OF CANADA CO., et al.
Defendants

Court File No. CV-15-2547-00

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
BRAMPTON

**MOTION RECORD OF THE PLAINTIFFS,
THE MOVING PARTIES
VOLUME 3 OF 4
(SUMMARY JUDGMENT MOTION RETURNABLE
JULY 17-19, 2017)**

CAVALLUZZO SHILTON McINTYRE CORNISH LLP
474 Bathurst Street, Suite 300
Toronto ON M5T 2S6

Stephen J. Moreau, LSUC# 48750Q
Genevieve Cantin, LSUC# 69073S
Tel: 416-964-1115
Fax: 416-964-5895

Lawyers for the Plaintiffs