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18. **Medicare, Medicaid, and the SCHIP Extension Act.** Executive hereby warrants: (1) Executive presently is not, nor has Executive ever been enrolled in Medicare or applied for such benefits; and (2) Executive has no claim for Social Security Disability benefits nor is Executive appealing or re-filing for Social Security Disability benefits. Executive, therefore warrants that Medicare has not made any payments to or on behalf of Executive, nor has Executive made any claims to Medicare for payments of any medical bills, invoices, fees, or costs, airing from or related to any of the claims released by this Separation and Release Agreement. Executive agrees to indemnify, defend, and hold the Company and the Releasees harmless from: (1) any claims of, or rights of recovery by Medicare, and/or persons or entities acting on behalf of Medicare as a result of any undisclosed prior payment, or any future payment by Medicare for or on behalf of Executive, and; (2) all claims and demands for penalties based upon any failure to report the settlement payment, late reporting, or other alleged violation of Section 11 of the Medicare, Medicaid and SCHIP Extension Act that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Company by Executive. Executive agrees to hold harmless the Company and the Releasees from and/or for any loss of Medicare benefits or Social Security benefits (including Social Security Disability) that Executive may sustain as a result of this Separation and Release Agreement. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b).

19. **Further Acknowledgements and Representations**. By signing this Separation and Release Agreement, Executive further certifies and acknowledges that:

a. The payments and benefits referred to in this Separation and Release Agreement and as set forth in Section 6(c) or Section 6(d) of the Employment Agreement exceeds that to which Executive would otherwise have been entitled, and that the actual payments and benefits are in exchange for the release of the claims referenced in this Separation and Release Agreement.

b. Executive understands that Executive has the right to talk with an attorney before signing this Separation and Release Agreement, and further acknowledges and represents that Executive discussed all aspects of this Separation and Release Agreement with counsel of Executive's choosing or had the opportunity to do so, including the fact that Executive is releasing claims and potential claims against the Releasees;

c. In signing this Separation and Release Agreement Executive DOES NOT RELY ON AND HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT (WRITTEN OR ORAL) NOT SPECIFICALLY SET FORTH IN THIS SEPARATION AND RELEASE AGREEMENT OR IN THE EMPLOYMENT AGREEMENT by Company or any other Releasee, or by any of their agents, representatives, or attorneys with regard to the subject matter basis, or effect of this Separation and Release Agreement or otherwise, and Executive agrees that this Separation and Release Agreement will be interpreted and enforced in accordance with Georgia law;

d. This Separation and Release Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

READ CAREFULLY. THIS DOCUMENT CONTAINS EXECUTIVE'S RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the undersigned has executed this Separation and Release Agreement as of the date set forth below.

"Executive"

Shyam Reddy

_____

Dated: _____, 20____

"Company"

BLUELINX CORPORATION

By: _____
Name: _____
Title: _____