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ATTORNEY FOR PLAINTIFF
OUR FILE NO. 33565-4

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

AIR SYSTEMS MAINTENANCE, INC.

Plaintiff

DOCKET NO. MID-L-001076-23

VS:

MUTUAL SETTLEMENT AGREEMENT
AND RELEASE

TOWNSHIP OF PISCATAWAY
DEPARTMENT OF PUBLIC WORKS

Defendant

This Mutual Release (Release) is entered into by plaintiff AIR SYSTEMS MAINTENANCE, INC. (Plaintiff) and defendant TOWNSHIP OF PISCATAWAY DEPARTMENT OF PUBLIC WORKS (Defendant) and TOWNSHIP OF PISCATAWAY.

1. Release From Plaintiff to Defendant – Plaintiff releases and gives up any and all claims and rights which it may have against Defendant and the Township of Piscataway arising out of Architect's Project No. T17-41684. Plaintiff specifically releases the following claims:

Any and all claims that Plaintiff may have against the Township of Piscataway and the Defendant including any and all claims that were made in an action in the Superior Court of New Jersey, Middlesex County, Docket Number MID-L-001076-23 captioned AIR SYSTEMS MAINTENANCE, INC. vs. TOWNSHIP OF PISCATAWAY DEPARTMENT OF PUBLIC WORKS (the Lawsuit). Plaintiff shall dismiss the Complaint with prejudice.

2. Release From Defendant to Plaintiff. Defendant and the Township of Piscataway release and give up any and all claims and rights which it may have against Plaintiff arising out of Architect's Project No. T17-41684. Defendant and the Township of Piscataway specifically release the following claims:

Any and all claims that Defendant and the Township of Piscataway may have against Plaintiff including any and all claims arising out of the contract executed by the parties to this action and dated on or about September 22, 2017.

3. Consideration. Defendant has executed this Release and agreed to pay \$25,000.00 to Plaintiff in consideration for Plaintiff dismissing its claims with prejudice and giving this Release. The parties agree that they will not seek anything further from each other.

4. Who Is Bound. The parties to this Agreement are bound thereby. Anyone who succeeds to their rights and responsibilities is also bound. This Release is made for the benefit of each party and all who succeed to their rights and responsibilities.

5. No Admission of Liability. The Parties understand and agree that this Agreement is made as a negotiated compromise and settlement of disputed claims. The Agreement shall not be construed as an admission or evidence of liability, responsibility, or wrongdoing by any Party. Each Party expressly denies any and all liability herein and denies that each other Party has been damaged.

6. Non-Disparagement Agreement. Upon the execution of this agreement and subject to applicable law, the Parties covenant and agree that neither they nor any of their present or former affiliates, assigns, administrators, principals, partners, members, shareholders, directors, officers, agents, managers,

employees, consultants, advisors, or representatives will in any way publicly disparage, call into disrepute, defame, slander the other Party or such other Party's present or former affiliates, assigns, administrators, principals, partners, members, shareholders, directors, officers, agents, managers, employees, consultants, advisors, or representatives, including, but not limited to, posting negative reviews on the internet or social media. The Parties represent that they are not aware of any disparaging material previously posted and if apprised of such previously posted material will remove said material within five (5) days of the disparaged Party's demand to do so. The Parties further agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Parties refusing to enter into this Agreement. This Non-Disparagement provision shall not be construed to bar a suit for breach of this Agreement or a suit to enforce the terms of this Agreement.

7. Warranty of Capacity to Execute Agreement. The persons executing this Agreement hereby state that they have the right and have been duly authorized to execute this Agreement.

8. Execution. This Agreement may be executed in counterparts.

AIR SYSTEMS MAINTENANCE, INC.,
Plaintiff

By: _____

Print Name: Thomas P. P. P.

Title: Vice President

Dated: April 18, 2023

TOWNSHIP OF PISCATAWAY AND
TOWNSHIP OF PISCATAWAY
DEPARTMENT OF PUBLIC WORKS,
Defendant

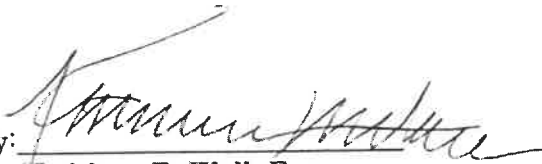
By: 
Print Name:
Title:

Dated:

The following attorneys for the parties have reviewed the above Mutual Release
on behalf of their respective clients and approve of its form and content.

KATHLEEN R. WALL, ESQ.
Attorneys for Plaintiff,
Air Systems Maintenance, Inc.

HOAGLAND, LONGO, MORAN,
DUNST & DOUKAS, LLP
Attorneys for Defendant

By: 
Kathleen R. Wall, Esq.

By: 
Rajvir S. Goomer, Esq.

Dated: April 18, 2023

Dated: