SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (Settlement Agreement) is entered into between JOHN COLLINS, (hereinafter "Releasor") and BOROUGH OF COLLINGSWOOD, (hereinafter "Releasee") (hereinafter collectively referred to as "The Parties"). "Releasor" shall refer to his successors, heirs and assigns.

I. RECITALS

A. On or about July 31, 2017, Releasor, John Collins, was involved in an incident in Collingswood, New Jersey (hereinafter "alleged incident"). As a result of this incident, Releasor filed a lawsuit against BOROUGH OF COLLINGSWOOD, et al, in the County of Camden entitled John Collins v. Borough of Collingswood, et al., Docket No.: L-730-18 ("Subject Suit").

B. The Parties desire to enter into this Settlement Agreement to provide for full settlement and discharge of all claims, actions and the Subject Suit ("All Claims") of Releasor for alleged damages and personal injury arising out of or due to the alleged incident, on the terms and conditions set forth herein. NOW THEREFORE, it is hereby agreed as follows:

II. RELEASE

In consideration of the agreed-to resolution outlined in Paragraph IV., Releasor hereby releases and forever discharges Releasee from any and all past, present or future claims, demands, liability, controversies, actions or causes of action, for damages for personal, physical, psychological, emotional and all other injuries which Releasor has or claim(s) to have for or in any manner arising out of the alleged incident. This Release of All Claims and discharge shall be a fully binding and complete settlement among all parties to the Settlement Agreement. This Release of All Claims is entered into in settlement of the subject claim and subject suit based upon Releasor's rights arising out of the damages allegedly caused by Releasee specifically set forth in the Subject Suit.

III. UNKNOWN DAMAGES/INJURIES

Releasor acknowledges he may have suffered damages that are unknown to Releasor at present and that unknown complications of present known damages may arise, develop or be discovered in the future. Releasor acknowledges that the consideration received under this Settlement Agreement is intended to and does release and discharge Releasee for any claim for, or consequences arising from the incident described in the Subject Suit; and Releasor hereby waives any right to assert in the future any claim not now known or suspected even though, if such claim was known, such knowledge would materially affect the terms of this Settlement Agreement.

IV. AGREED TO RESOLUTION OF ALL CLAIMS

1. Releasee agrees to pay Releasor the total sum of $120,000.00 (One Hundred Twenty Thousand Dollars) in full and complete settlement of this matter.

V. CONFIDENTIALITY OBLIGATION

The parties agree that the terms, conditions and provisions of this Agreement shall be confidential. Likewise, neither the parties nor their respective counsel shall disclose, publicize, or comment upon any person or entity not a party to this Agreement, any of the terms, conditions or provisions of this Agreement, unless required by law to do so. Nothing in this paragraph shall be construed to prevent the parties or their respective counsel from stating to others that a settlement has been reached, but that the terms of that settlement are confidential, or to prevent the parties from disclosing this Agreement to their tax advisors, accountants, insurance carriers and tax authorities. The parties shall cooperate and take such reasonable steps as necessary to protect the confidentiality of the terms of this Agreement.

VI. RELEASOR'S REPRESENTATION

Releasor further guarantees that all liens or monetary obligations owed whether public, private or otherwise, for any medical, wage, funeral, worker's compensation or other benefits received by Releasor or paid by any third party on his behalf in connection with the alleged incident have been satisfied and paid off in their entirety by them and/or is authorized agent out of the funds received pursuant to this Release, and Releasor further agrees to indemnify and hold harmless Releasees, their insurers, excess insurers and reinsurers, including but not limited to,the Camden County Joint Insurance fund , its agents, employees, officers, directors, counsel, successors, and assigns, from any liability they might incur to any lienholder for the payment of any actual or equitable lien amount, whether public, private or otherwise.

Releasor further personally guarantees that all liens or monetary obligations owed whether public, private or otherwise, or other benefits received by his or paid by any third party on his behalf in connection with the alleged incident have been satisfied and paid off in their entirety by his authorized agent out of the funds received pursuant to this Release, and he further agrees to indemnify, defend and hold harmless Releasees, and their insurers and attorneys, from any liability they might incur to any lien holder for the payment of any actual or equitable lien amount, whether public, private or otherwise, related to the alleged incident.

Releasor further agrees to pay and satisfy all hospital or medical charges, past, present or future of any type incurred in relation to the above-referenced incident, casualty or event, and further agrees to indemnify, defend, protect and hold harmless Releasee (including Releasee's insurers and attorneys), from the assertion of any such claims, charges or liens against the Releasor by any third party or entity, including Medicaid. Releasor agrees in relation to such indemnified claims to assume the defense of the Releasees and to indemnify Releasees for any costs or damages associated therewith, including but not limited to attorney fees.

Releasor agrees to investigate and assume any responsibility and/or liability to pay any current liens, including Medicare liens, that may be related to the injury in question. Releasor agrees to pay any future liens, including Medicare liens that may arise that are determined to be related to this injury. In the event that Releasor fails to satisfy the outstanding liens, then Releasor's attorney agrees to assume responsibility for payment of any and all outstanding and future liens, including Medicare liens, that are determined to be related to the injury in question.

Releasor agrees to indemnify, defend and hold harmless Releasee, including said Releasee's past, present and future officers, directors, shareholders, attorneys, trustees, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, from any action, cause of action, claim, penalty, statutory fine, and attorneys fees related to the alleged incident, including, but not limited to, an action to recover or recoup Medicare benefits paid or a loss of Medicare benefits or for any recovery sought by Medicare, including past, present and future payments, benefits and/or liens, and including any such claims, actions, causes of action, enforcement proceedings, penalties, liabilities and similar sanctions under the Medicare Secondary Payer Act. Releasor further agrees to waive any and all potential future claims related to the alleged incident against Releasee, including their past, present and future officers, directors, shareholders, attorneys, trustees, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, under the Medicare Secondary Payer ("MSP") Act, 42 U.S.C. ∫1395y (including any and all amendments thereto) and its accompanying federal regulations at 42 CFR ∫411.1, et seq., including 42 CFR ∫411.46 and 42 CFR ∫411.47. It is the Parties' intention and purpose under this paragraph to provide for the full protection and indemnification of Releasees, including their past, present and future officers, directors, shareholders, attorneys, trustees, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns, from and against any claims, actions, causes of action, enforcement proceedings, penalties, fines, liabilities and other sanctions under the requirements, regulations and provisions of the MSP Act and its accompanying regulations related to the alleged incident.

Releasor and/or his estate agree to investigate and assume any responsibility and/or liability to pay any current Medicare liens that may be related to the injury in question. Further, Releasor and/or his estate agree to pay any future Medicare liens that may arise that are determined to be related to this injury. In the event that Releasor and/or his estate fails to satisfy the outstanding Medicare liens, then Releasor's counsel agrees to assume responsibility for payment of any and all outstanding and future Medicare liens that are determined to be related to this injury.

The Releasor agrees that if he is required to set aside or repay any portion or all of this settlement to reasonably consider Medicare's interest under Federal Law, Releasor shall be solely responsible for setting aside or repaying such monies from his own funds. In addition, Releasor agrees to release as part of this agreement any right to bring any possible future action under the Medicare Secondary Payer Statute (MSP) against Releasees in connection with the alleged incident. Releasor also agrees to hold harmless

Releasees for any loss of Medicare or Social Security benefits he may sustain in the future as a result of this settlement.

VIII. ADEQUATE CONSIDERATION-DENIAL OF LIABILITY

Releasor agrees and acknowledges that he accepts The Agreed to Resolution of All Claims as a full, complete, final and binding compromise of matters involving disputed issues; that this agreement in the manner set forth shall not be considered admissions by any party hereto of any liability or wrongdoing; and that no past or present wrongdoing on the part of any party shall be implied by any payments.

IX. ENTIRE AGREEMENT

This Settlement Agreement contains the entire agreement between the Releasor and Releasees with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto between The Parties except as herein expressly set forth.

X. READING OF AGREEMENT

In entering into this Settlement Agreement, Releasor represents that he has completely read all terms hereof and that such terms are fully understood and voluntarily accepted by the Releasor and that Releasor has been adequately represented by counsel of Releasor's choice.

XI. FUTURE COOPERATION

The Parties agree to cooperate fully, to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement which are not inconsistent with its terms.

XII. CONTROLLING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

XIII. EXECUTION IN COUNTERPARTS

This Settlement Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 20 day of ~~1974~~ JULY, 2019.

CAUTION: READ BEFORE SIGNING BELOW

John W. Collins

John Collins

Sworn and subscribed

by me this 20 day

of July, 2019.

Notary Public

VERONICA A. BONES
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 06/25/2024
STATE OF NEW JERSEY NOTARY PUBLIC