

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made by and between Plaintiff, Janine Krupa, and her spouse, heirs, assigns, designees, predecessors and successors (hereinafter "Plaintiff") on the one hand, and the Insurer Chubb Insurance Company ("Insurer") on behalf of its insured, Defendant, Township of Hightstown, ("Defendant"). Plaintiff and the Insurer shall jointly be referred to as "the Parties" or individually as a "Party." The Agreement shall be deemed entered into as of the date of signature of the last Party or Party representative to sign this Agreement, provided the revocation period set forth herein has not been exercised.

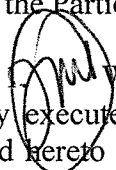
WITNESSETH

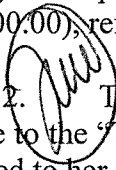
WHEREAS, the Plaintiff filed suit against Defendant by way of Complaint in a matter listed in the New Jersey Superior Court, Mercer County, under Docket No. MER- L-543-17, which set forth factual and legal allegations against Defendant (the "Action"); and

WHEREAS, the Defendant denied any and all legal wrongdoing asserted against it in the Action; and

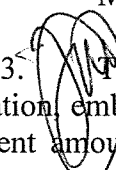
WHEREAS, the Parties have mutually agreed to resolve all claims that form the basis for the Action and wish to memorialize their settlement herein.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, the Parties agree as follows:

1.  Within thirty (30) days following the last to occur of (a) the Defendant's receipt of fully executed copies of this Agreement and the Stipulation of Dismissal with Prejudice attached hereto as Exhibit A; (b) delivery to the Defendant of the date of birth of Plaintiff, her current address and complete social security number, and a copy of a clear Charles Jones search; and (c) an executed W-9 form from Plaintiff's attorney, the Defendant shall provide Plaintiff's attorney with payment in the total amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), referred to herein as the "Settlement Sum".

2.  The Settlement Sum shall be made by check in the amount of \$37,500.00 made payable to the "Trust Account of Alterman & Associates in Trust for Janine Krupa" and shall be delivered to her attorney, Arthur J. Murray, Esq. ("Attorney"), at the following address:

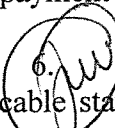
Arthur J. Murray, Esq.
Alterman & Associates, LLC
9 South Maple Avenue
Marlton, New Jersey 08052

3.  This settlement amount is for non-economic damages, including pain, suffering, humiliation, embarrassment, loss of enjoyment of life, disability, attorneys' fees and costs; said settlement amount being fully and completely inclusive of all claims of any nature, sort, or

variety, including claims for attorneys' fees and costs incurred by counsel for Plaintiff. It is **not** the intention of the parties that this payment is for lost income or for punitive damages. It is the intention of the parties that this payment is solely to compensate Plaintiff for losses in the nature of physical personal injury. The parties stipulate to make it clear that the payment is not intended to represent economic gain to Plaintiff.

4.  Plaintiff represents that her allegations against Defendant arise out of the alleged conduct which Plaintiff contends resulted in non-economic damages, including loss of enjoyment of life, humiliation and embarrassment, notwithstanding the fact that the Defendant vigorously and wholly denies Plaintiff's allegations and are settling this matter for reasons other than the merits of Plaintiff's claims, including the avoidance of the cost of litigation. Settlement does not represent an admission of liability by any party.

5.  The parties understand and agree that an IRS form 1099 designating the settlement amount as "other income" may be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes, if any, that may be required by law to be paid with respect to any settlement payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties or other amounts to be due from Defendant with respect to her settlement, she will indemnify the Defendant for any sums Defendant may be required to pay, exclusive of attorneys' fees and costs. It is the intent of the parties for the payment noted in this Agreement will be Defendant's total payment to or for the benefit of Plaintiff.

6.  The parties understand and agree that Plaintiff assumes full liability for all applicable state, federal and local taxes, if any, that she may be required by law to pay with respect to any settlement payment described herein. Plaintiff further agrees that in the event the Internal Revenue Service or any other taxing authority finally determines, after any contested proceedings, that any taxes, interest, penalties or other amounts are due from the Defendant, same are the responsibility of Plaintiff.

7.  Plaintiff agrees that, but for their Settlement Agreement and General Release, she would not be entitled to the aforesaid payments and other terms of settlement described herein.

8.  In consideration of the Settlement Sum, Plaintiff, for herself and on behalf of her successors, spouse, heirs, beneficiaries, estates and assigns (individually and collectively referred to herein as "Releasors") do hereby fully and forever release, remit, acquit, remise, hold harmless and discharge (the "Release") Defendant and the Insurers, as well as their respective past and present reinsurers, officials, agents, commissioners, attorneys, departments, volunteers, officers and employees (for individuals, said Release runs to them in their official and personal capacities), and all of their respective heirs, estates, successors and assigns, (hereinafter, individually and collectively referred to as "Releasees"), jointly and individually, from any and all liabilities, claims, causes of action, charges, appeals, complaints, obligations, costs, losses, damages, injuries, attorneys' fees and other legal responsibilities, of any form or kind whatsoever, whether vested or contingent, which Releasors have, had or may have against Releasees from the beginning of time through the date of this Agreement, including without limitation any claims in law, equity, contract, tort, public policy, any claims or causes of action

for breach of contract, negligence, retaliation, harassment and/or discrimination based upon, among other things, disability, handicap, sex, age or race, negligent or intentional infliction of emotional distress, defamation, any claims arising under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 6, et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e, et seq., ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§ 1981, § 1983, et seq. ("Civil Rights Act"); the Civil Rights Act of 1991, as amended, 42 U.S.C. § 1981a, et seq. ("CRA of 1991"); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. ("ADA"); the Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq. ("FMLA"); the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA"); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq. ("ERISA"); the Equal Pay Act, 29 U.S.C. § 201, et seq., (EPA"); the Rehabilitation Act, 29 U.S.C. §§ 701, et seq. ("RA"); the Pregnancy Discrimination Act, 42 U.S.C. §§ 2000, et seq. ("PDA"); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 265, (collectively as "WPS"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"), the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. ("FLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. ("CEPA"); New Jersey Worker Freedom from Intimidation Act, N.J.S.A. 34:19-9 et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq. ("WHL"); the New Jersey Discrimination in Wages Law, N.J.S.A. 34:11-56.1, et seq. ("DWL"); the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-39.1, et seq. ("NJWC"); and the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. ("WPL), the United States Constitution, the New Jersey Constitution, or any other federal, state or local statute, ordinance or law whether such claims are known or unknown, unforeseen, unanticipated, unsuspected or latent, and any claims which were raised or could have been raised prior to the date of this Agreement, whether known or unknown, unforeseen, unanticipated, unsuspected or latent (all of the foregoing being collectively referred to as "Claims").

Plaintiff expressly understands and acknowledges that it is possible that unknown Claims exist or that present losses may have been underestimated in amount or severity. Plaintiff expressly accepts and assumes the risk of such unknown or underestimated losses or Claims and acknowledges and agrees that the benefits to be provided to her pursuant to this Agreement fully compensate her for such risks.

9. Plaintiff promises and agrees that she will not file, re-file, appeal, initiate or cause to be filed or initiate any Claim or other proceeding based upon, arising out of, or related to any facts, Claims or causes of action subsumed within the Release, nor shall she solicit, encourage, participate, assist or cooperate in any Claim against any of the Releasees, whether before a court or administrative agency, unless required to do so by law. If a Court Order or lawful subpoena is served on Plaintiff requiring that she testify in any matter in which Releasees share an interest, she agrees to immediately notify and provide a copy of the Court Order or subpoena to the attorneys for Defendant in this case and to the Insurers' counsel. Plaintiff shall provide the Insurers with a copy of the Court Order or subpoena as soon as possible and reasonably in advance of her appearance and/or compliance with the Court Order of subpoena. Plaintiff agrees to cooperate with and assist the Defendant and/or the Insurer in connection with any efforts to quash or limit the scope of the subpoena or Court Order.

10. This Agreement is not an admission by any of the Parties and/or any of their agents, employees or representatives of any wrongdoing or liability and is being entered into solely for the purpose of economic expediency. There are no prevailing parties in this matter. The Settlement Sum is inclusive of attorneys' fees and costs. Neither Defendant nor the Insurer is obligated to pay any monies in excess of the Settlement Sum.

11. Plaintiff agrees that she shall engage in no act which is intended, or reasonably may be expected to harm the reputation, mission or operations of the Releasees. Neither party shall disparage the other.

12. Plaintiff represents and warrants that no other person or entity has any interest in the claims that comprise or could have been raised in the Action or in any other demands, obligations, or causes of action referred to in this Agreement, and that she has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Plaintiff further represents that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims which comprise the Action, or any other demands, obligations, or causes of action referred to in this Agreement. Plaintiff further acknowledges that the only consideration for signing this Agreement are the terms stated in this Agreement, and that no other promise or agreement of any kind has been made to her by any person or entity whatsoever to cause her to sign this Agreement; that she is competent to execute this Agreement; that she has been advised in writing and given the opportunity to consult advisors, legal or otherwise, of her own choosing; and that she fully understands the meaning and intent of this Agreement. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Plaintiff and the Insurers.

13. The Parties acknowledge and agree that as a governmental entity and as governmental employees, the Township of Hightstown and its employees and/or the Insurers may be obligated to disclose a copy of this Agreement to persons under the New Jersey Open Public Records Act or common law and to approve this Agreement by Resolution during a public meeting. Notwithstanding the foregoing, Plaintiff, any Releasors and Plaintiff's Attorney agree that they shall not disclose, or cause to be disclosed, the terms of this Agreement, or the fact that this Agreement exists, except to their accountants and/or tax advisors, or to the extent otherwise required by law. Neither Plaintiff nor her Attorneys or any Releasor shall publicize, verbally, in writing or by social media, the facts that form the basis of the Action, the negotiations leading up to her Agreement or the terms of the Agreement itself. Each such person who is provided information regarding the terms of this Agreement shall first be required to review this Agreement and agree to abide by the limitations on disclosure. The Releasors and Plaintiff's Attorney acknowledge and agree that these confidentiality/non-disclosure covenants are express and absolute conditions of this Agreement and are bargained for consideration and that any violation of those covenants shall constitute a material breach of this Agreement. In the event that this Agreement is required to be disclosed pursuant to applicable law, the Plaintiff, any Releasors and Plaintiff's Attorney agree that their communication with any person or the media, including social media, regarding the Action shall be limited to the statement that the "claim was resolved to my satisfaction." In the event Plaintiff, her Attorney or any Releasor violates this confidentiality/non-disclosure provision, the Insurers may move in a summary action to enforce

same and shall be paid \$2,000 as liquidated damages by the breaching person, along with court costs and legal fees.

14. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications and to this end the provisions of this Agreement are declared to be severable.

15. No waiver or any breach of any term or provision of this Agreement shall be construed as, nor shall it be, a waiver of any other term of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach.

16. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assignees of each of the Parties to it. Each of the Parties who are not signatories to this Agreement is intended to be third-party beneficiary of this Agreement. Each such Party shall be entitled to enforce this Agreement and each of its terms.

17. Plaintiff hereby agrees to indemnify, defend and hold harmless Defendant and the Insurer jointly and individually, from any and all Claims, whether vested or contingent, which any party to the Action or any other person or their successors or assigns has or may have against the Defendant or the Insurers arising from the subject matter of the Action, whether such Claims are known or unknown, unforeseen, unanticipated, unsuspected or latent.

18. This Agreement represents the entire agreement and understanding between the Parties, constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements and understandings, both written and oral, concerning the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be changed or modified, except by a writing signed by the Parties hereto.

19. This Settlement Agreement will be governed by and construed under the laws of the State of New Jersey and shall not be construed for or against any Party based on attribution of drafting to any Party.

20. This Settlement Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on that part of each of the undersigned.

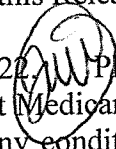
21. Plaintiff hereby covenants that if any liens exist against the Settlement Sum, she will be obligated to and shall ensure that they are paid in full, compromised or satisfied and release by her. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien against the Defendant or the Insurer, Plaintiff agrees that she will defend and indemnify the Defendant and the Insurer from and against all such claims. This representation is intended to include all liens, past, present and future, including, but not limited to, governmental liens, Social Security liens, child support or custody liens, attorneys' liens, medical provider liens, Medicare and judgment liens. Plaintiff agrees to indemnify and hold the Defendant and the Insurer and all of their insurance carriers harmless in connection with any

claim made by reason of liens against or tax obligations associated with payment of the Settlement Sum. If a claim is hereafter made against the Defendant and/or the Insurer or their insurance carriers by anyone seeking payment of the liens, Plaintiff will indemnify and hold the Defendant and Insurers and their insurance carrier harmless for any such liens and/or defending against such a claim, including, but not limited, attorneys' fees, costs of suit, and interest.

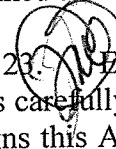
In furtherance of the foregoing, Plaintiff states as follows:

"I agree to satisfy and personally guarantee payment for any and all liens, including but not limited to liens asserted by any workers' compensation insurance carrier or governmental entity, including but not limited to Medicare and/or Medicaid, that has paid, or will pay, any benefits to me, or on my behalf, out of the monies you are paying pursuant to this Release. I further agree to satisfy any and all child support judgment liens and unpaid medical bills of any medical provider or facility out of the proceeds of this settlement.

In recognition of my obligations to satisfy all such liens out of the monies being paid pursuant to this Release, I further agree to indemnify and defend you, your attorneys and your liability insurance carriers from and against any and all claims made or actions filed against you, your attorneys, your liability insurance carriers for payment of any such liens upon prompt presentation and tender of such claims. I further acknowledge that I have specifically discussed this provision of this Release with my attorneys."

22.  Plaintiff represents and warrants that she is not Medicare eligible and/or enrolled and that Medicare has not (pursuant to 42 U.S.C. §1395y(b) and the corresponding regulations) made any conditional payments for medical services or items provided to Plaintiff and arising from or relating to any claim, accident, occurrence, act, error, omission, bodily injury, disease, loss, or damages that are subject to the release herein. The Parties agree that all representations and warranties made herein shall survive settlement. In consideration of the promises made by the Insurer in this Agreement, including but not limited to payment of the Settlement Sum, Plaintiff agrees that Plaintiff shall be responsible for satisfying any future claims for reimbursement of conditional payments that may be asserted by Medicare, and that the Releasees shall have no obligation to satisfy any such claims for reimbursement.

Plaintiff and/or her 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, Plaintiff and/or her estate agrees to pay any future Medicare liens that may arise that are determined to be related to the injury that is the subject of the Action.

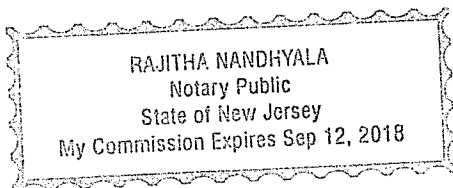
23.  Each Party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement, and signs this Agreement of its own free will. No Party to the Agreement has relied upon any representations or statements made by any other Party hereto which are not specifically set forth in this Agreement. The Parties each understand how this Agreement will affect their legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

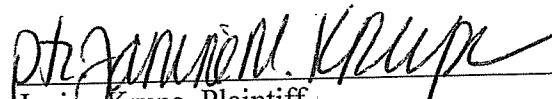
24. This Settlement Agreement is executed voluntarily and without any duress, coercion or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims asserted in the Claim. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

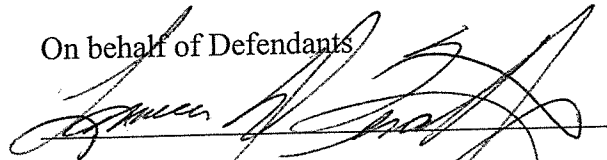

Witness Public Notary




Janine Krupa, Plaintiff

Date: 7-14-, 2017

On behalf of Defendants



Date: 7-24, 2017