

0 057500 SK 0
RELEASE

For the Sole Consideration of

Wm Howard Five Hundred Dollars 100 Dollars, ^{xx}
the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever
discharges Riverside Township their Employees
and / or Representatives

h heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or,
who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any
liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature
whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which
have resulted or may in the future develop from an accident which occurred on or about the

18th day of May 2008 at or near Whomley Field, Riverside Prop. NJ

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 17, 2013

I have hereunto set my hand(s) and seal(s) this 3rd day of March 2009

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

In presence of;

KAREN MATHIE

2 EXECUTIVE DEC, Sir Witness

Signed X Karen Mathie

Moorestown, NJ 08057

Address

Signed X Joseph M. Ballinghoff

160-57NJ Printed in U.S.A.

U57500
RELEASE

Two Thousand Six Hundred Dollars ^{xx} 100 Dollars

and / or Department of

18th day of May 2008 at or near Whomley Field, Riverside Turf W

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

In Witness Whereof,

have hereunto set _____ hand(s) and seal(s) this _____ day of _____, 19____.

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

In presence of

Signed X

Witness:

Signed X

Address

RELEASE

For the Sole Consideration of

\$100.00

One Hundred⁰⁰/100 Dollars,

the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever discharges

Township of Birchside
and/or their employees

h heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from an accident which occurred on or about the

4th day of May, 2010 at or near White Eagle Tavern

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,

_____ have hereunto set _____ hand(s) and seal(s) this 14 day of May, 2010.

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

In presence of;

Patricia M Cugnitte
Witness

Signed X Patricia M Cugnitte

Signed X Donna D. Burt

Address

PATRICIA MARGAREY CUGNITTE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/30/2011

File # W20117

T93048-1056

RELEASE

For the Sole Consideration of

Five hundred & no/100 Dollars,
the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever
discharges Township of Riverside

h heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or,
who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any
liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature
whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which
have resulted or may in the future develop from an accident which occurred on or about the

27th day of April, 2006 at or near 1 Scott Street, Riverside, NJ

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the
undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully under-
stood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement
of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for
the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,

I have hereunto set my hand(s) and seal(s) this 13th day of JUNE, 2006

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement
of claim containing any materially false information, or conceals for the purpose of misleading, information con-
cerning any fact material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal
prosecution and civil penalties.

In presence of:

[Signature]
Witness

Signed X [Signature]

DEBORAH M. CROWE

Notary Public of New Jersey

Signed X _____

My Commission Expires May 12, 2008

160-57NJ Printed in U.S.A.

PROPERTY DAMAGE RELEASE

FOR THE SOLE CONSIDERATION of the payment to me/us of the sum of Two Hundred Fifty-five and 63/100 Dollars (\$255.63) the receipt of which is hereby acknowledged. I/we, the undersigned, hereby and forever discharge

Township of Riverside and/or their employees

Their heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable, or who may be claimed to be liable, none of whom admit to liability to the undersigned, but all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from property damage which occurred on or about the 5th day of September, 2012 at or near 302 New Jersey Avenue in the Township of Riverside, New Jersey.

This release expressly reserves all rights of the parties released to pursue any legal remedies, if any, against the undersigned, and any heirs, executors, agents and assigns.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to the property damage arising out of the aforesaid incident/accident denied.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal

this 5th day of October, 2012

Signed in the presence of:

Nichole Redin
Witness

Signed Amanda Davenport
Amanda Davenport File# X42242

Jessica A. Robertson
Witness

Signed Kathleen M. Robertson

KATHLEEN M. ROBERTSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 2, 2014

RELEASE

X04631

For the Sole Consideration of

(\$1315.85)

85/100

One Thousand Three Hundred Fifteen Dollars,
the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases
and forever discharges Township of Riverside

Joseph Winkelspecht and/or their
employees.

h heirs, executors, administrators, agents and assigns, and all other persons, firms or
corporations liable or, who might be claimed to be liable, none of whom admit any liability to the
undersigned but all expressly deny any liability, from any and all claims, demands, damages,
actions, causes of action or suits of any kind or nature whatsoever, and particularly on account
of all injuries, known and unknown, both to person and property, which have resulted or may in
the future develop from an accident which occurred on or about the

18th day of July, 2011 at or near Riverside Twp parking
lot

This release expressly reserves all rights of the parties released to pursue their legal remedies,
if any, against undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and
are fully understood and voluntarily accepted for the purpose of making a full and final
compromise adjustment and settlement of any and all claims, disputed or otherwise, on account
of the injuries and damages above mentioned, and for the express purpose of precluding
forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth
above.

In Witness Whereof,

have hereunto set 8th hand(s) and seal(s) this August day of 20 11

Any person who knowingly and with intent to defraud any insurance company or other
persons, files a statement of claim containing any materially false information, or
conceals for the purpose of misleading, information concerning any fact material
thereto, commits a fraudulent insurance act, which is a crime, subject to criminal
prosecution and civil penalties.

In presence of:

M. Danielle Harper

Witness

1050 Chester Ave Delran

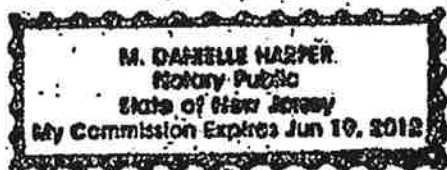
Address

NJ 08075

Signed X

GARY EDWARDS

Signed X



File # X04631

TO: DONNA CROSSON

RELEASE

U 31784

For the Sole Consideration of

Four hundred eight and 77/100 ———— (\$408.77) Dollars,

the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever discharges

Township of Riverside
and its employees

____h____heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from an accident which occurred on or about the

30 day of August, 2007 at or near St. Michel

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against undersigned, their heirs, executors, agents and assigns.

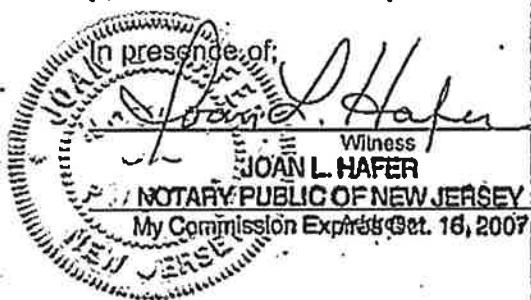
Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,

I have hereunto set my hand(s) and seal(s) this 30th day of Sept., 2007.

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.



Signed X 

STEPHEN FERRONI

Signed X _____

RELEASE

FOR THE SOLE CONSIDERATION of the payment to me/us of the sum of:
TWO THOUSAND NINE HUNDRED TWENTY EIGHT DOLLARS 05/100
(\$2,928.05) the receipt of which is hereby acknowledged. I/we, the undersigned, hereby and forever
discharge

RIVERSIDE TOWNSHIP, PAUL BARNES
AND/OR THEIR DEPARTMENTS/EMPLOYEES

Their heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations
liable, or who may be claimed to be liable, none of whom admit to liability to the undersigned, but all
expressly deny any liability, from any and all claims, demands or suits of any kind on account of and
resulting from injuries which occurred on or about:

31ST of May, 2011 at or near North Pavilion Avenue
Riverside, County of Burlington, New Jersey

This release expressly reserves all rights of the parties released to pursue any legal remedies, if any,
against the undersigned, and any heirs, executors, agents and assigns.

The undersigned hereby declares that the terms of this settlement have been completely read and are
fully understood and voluntarily accepted for the purpose of making full and final compromise
adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages
above mentioned, and for the express purpose of precluding forever any further or additional claims
relating to this incident. For the consideration mentioned, it is understood and agreed that the
acceptance of the said amount is in full accord and satisfaction of all disputed claims and applies to all
unknown and unanticipated damages resulting from said accident, casualty or event, as well as to
those now disclosed. The undersigned hereby agrees to indemnify and hold harmless Riverside
Township from any and all welfare liens, Medicare, Medicaid, workers' compensation liens, or any
other social service agency liens or bills that may have arisen as a result of this injury or been incurred
during the course of this injury or be in any way related to payments received by them during the
pendency of this claim or themselves or their family members.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and
I/we sign the same as my/our own free act.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal

this 13TH day of JUNE, in the year of 2011.

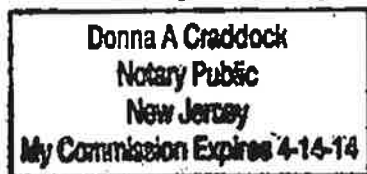
Signed in the presence of

Derek A. Davis

Signed X

Kevin Gallagher

DEREK A. DAVIS
Notary Public of New Jersey
I.D. # 2380482
Commission Expires 6/1/2012



RELEASE

464715

For the Sole Consideration of

Three Hundred Twenty-eight ⁵⁸/₁₀₀ Dollars,
the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases
and forever discharges Township of Riverside
and/or their employees.

___h___ heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from an accident which occurred on or about the

21st day of August 20-08 at or near Bridgeboro St.

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,

I have hereunto set _____ hand(s) and seal(s) this 29 day of October 2008.

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

In presence of;

Walter W. Taylor
Witness
537 Humphreys St
Address
Riverside NJ 08075

Signed X

Signed X

Louise Latorre
LOUISE LATORRE
Judith A. Taylor

Judith A. Taylor
Notary Public of N.J.
My Commission Expires
12/18/11

File # 2164715

RELEASE

424982

For the Sole Consideration of

Nine hundred sixty nine and $\frac{73}{100}$ (⁷³96973) Dollars,
the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases
and forever discharges Top of Livenside and

Sean Nolan

___h___ heirs, executors, administrators, agents and assigns, and all other persons, forms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from an accident which occurred on or about the

16 day of June, 2007 at or near Scott Street

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,

___ have hereunto set ___ hand(s) and seal(s) this 27th day of July, 2007.

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

In presence of;

Celia Kirkley
CELIA KIRKLEY, Witness

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 11, 2008

Address

Signed X Patricia Nowosielski
PATRICIA NOWOSIELSKI

Signed X _____



RELEASE

U24982

For the Sole Consideration of

Nine hundred sixty nine and 73/100 (\$969.73) Dollars,

the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever discharges Two of Riverside and

Dean Nolan

h heirs, executors, administrators, agents and assigns, and all other persons, firms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from an accident which occurred on or about the

16 day of June, 2007 at or near Scott Street

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,

_____ have hereunto set _____ hand(s) and seal(s) this _____ day of _____, 20____.

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

In presence of;

Witness

Address

Signed X (X)

PATRICIA NOWOSIELSKI

Signed X _____

PROPERTY DAMAGE RELEASE

FOR THE SOLE CONSIDERATION of the payment to me/us of the sum of

Four Hundred Forty Five Dollars.00/00 (\$445.00)

the receipt of which is hereby acknowledged. I/we, the undersigned, hereby and forever discharge

Burlington County Joint Insurance Fund, Township of Riverside and Kevin Kemp

Their heirs, executors, administrators, agents and assigns, an all other persons, firms or corporations liable, or who may be claimed to be liable, none of whom admit to liability to the undersigned, but all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from damage to property caused by an accident which occurred on or about the

20th day of December, 2009 at or near 811 Maple Lane, Riverside, New Jersey

This release expressly reserves all rights of the parties' releases to pursue and legal remedies, if any, against the undersigned, and any heirs, executors, agents and assigns.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to the property damage arising out of the aforesaid incident/accident.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

IN WITNESS WHEREOF, we have hereunto set our hand (s) and seal this 13th day of May, 2010.

Page 2

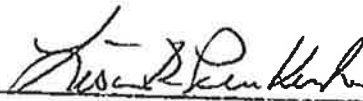
Property Release Only

Lee and Lisa Pinkerton v. Township of Riverside

Our File# W11443

March 25, 2010


WITNESS


LISA PINKERTON




LEE PINKERTON



187132

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered this 1 day of MARCH 2010 by Mary Prioleau-Searles ("Plaintiff"), and Township of Riverside ("Defendant").

AGREEMENT

The parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payment provided for in this Settlement Agreement, the Plaintiff hereby completely releases acquits and forever discharges the Defendant, including its respective past, present, and future officers, directors, stockholders, attorneys, agents, principals, servants, representatives, employees, heirs, executors, administrators, predecessors and successors in interest, subsidiaries, affiliates, partners, privies, assigns, and insurers (including reinsurers) which are or might be claimed to be liable to such Plaintiff as a consequence of the Occurrence (all of the foregoing being hereinafter collectively referred to as the "Released Parties") from any and all claims, demands, actions, causes of action, damages and costs (including attorneys' fees) whatsoever, of any and every kind and description, whether known or unknown, now existing or hereafter arising, as a result of or by reason of the Occurrence. I specifically release the following claims:

Occurrence: Plaintiff, Mary Prioleau-Searles alleges injuries as a result of a trip and fall accident which occurred on or about January 10, 2006; resulting in claims for damages and losses set forth in an action filed in the Superior Court of New Jersey, Law Division, Burlington County under the caption of Mary Prioleau-Searles v. Township of Riverside, Docket No. BUR-L-64-08.

The Plaintiff specifically agrees that the Defendant and its Insurer shall be released and discharged from any liability to any lienholder or subrogee (including, but not limited to any worker's compensation carrier, medical care provider, child support lienholder), that may have any interest in amounts recovered by such Plaintiff with respect to the Occurrence and that any such lien or claim of subrogation will be satisfied and discharged solely from the amounts payable under Section 2 of this Settlement Agreement. The Plaintiff agrees to indemnify and hold harmless the Defendant and its Insurer as to the satisfaction of all such liens.

1.2 The Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release only as to the Released Parties. The Plaintiff knowingly waives, and assumes the risk of, any and all claims of any nature whatsoever, which exists as of this date but which such Plaintiff does not know or suspect to exist, including without limitation claims which, if known, would have materially affected such Plaintiff's decision to enter into this Settlement Agreement. The Plaintiff hereby confirms that such Plaintiff understands that facts relating to the Occurrence may turn out to be other than or different from the facts now known or believed by such Plaintiff to be true; such Plaintiff knowingly assumes that risk and acknowledges and agrees that this Settlement Agreement shall remain in effect and shall not be subject to termination or revocation by reason of any such different facts.

1.3 The Plaintiff further agrees that such Plaintiff has entered into this Settlement Agreement as a complete compromise and in full satisfaction of matters involving disputed issues of law and fact relating to the Occurrence. The Settlement Agreement does not compromise any matter relating to the acts or omissions of Plaintiff's healthcare providers that occurred after the Occurrence. All Parties stipulate that this Settlement Agreement is entered into in good faith as a compromise of a doubtful and disputed claim, and neither the payments provided for under Section 2 nor anything else contained in this Agreement may be construed as an admission of liability on the part of any Defendant, any such liability being expressly denied.

1.4 The Plaintiff and her attorney, Mark J. Molz, Esq., further covenant and agree that plaintiff will indemnify and save each of the released parties harmless from any and all claims or demands brought on account of any lien that may apply to the settlement provided for herein which is created by any applicable laws.

2.0 Payments

(a) In consideration of the release set forth above, the Plaintiff has received the following sum:

a. Payments due at the time of settlement as follows:

\$27,500.00 payable to Mary Prioleau-Searles and Mark J. Molz, Esq., her counsel.

(b) The parties understand that the settlement of this claim and the payment of the above payments is in no way an admission of liability on the part of the Defendant, but that the settlement and such payment is being made for the purpose of terminating the civil action pending in the Superior Court of New Jersey, Law Division, Burlington County under the

caption of Mary Prioleau-Searles v. Township of Riverside, Docket No. BUR-L-64-08.

3.0 Attorneys' Fees

Each party hereto shall be solely responsible for payment of such party's own attorneys' fees and costs in connection with the Occurrence, the Action, the negotiation, documentation and implementation of this Settlement Agreement, including without limitation the dismissal of the Action, and all other matters arising from or related to the Occurrence or the Action.

4.0 Dismissal of Action with Prejudice; Court Approval of Settlement (if Required)

4.1 ^{MM} The undersigned attorney for the Plaintiff shall immediately deliver to counsel for the Defendant a Stipulation of Dismissal With Prejudice, duly executed by such attorney on behalf of the Plaintiff, dismissing the Action with prejudice. The Plaintiff hereby acknowledges and confirms that such Plaintiff has authorized such Plaintiff's attorney to execute and deliver such stipulation on Plaintiff's behalf; and Plaintiff hereby authorizes counsel for the Defendant and or the Insurer to file said dismissal with the court and enter it as a matter of record.

5.0 Entire Agreement; Binding Effect; Benefit of Agreement

This Settlement Agreement constitutes the entire agreement between the Plaintiff and the Defendant with respect to the matters set forth herein, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to such matters. This Settlement Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable only by the parties hereto, any other person designated as a Payee hereunder, any Assignee and the respective successors, heirs, executors, administrators and permitted assigns of any of the foregoing. Except as otherwise specified by applicable law, no other person or entity shall be deemed to have any rights (including without limitation any Payment Rights) under this Settlement Agreement or be entitled to bring any action to enforce any of its provisions.

6.0 Governing Law

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

7.0 Child Support Judgment and Patriot Act Certifications.

a. The Plaintiff shall provide a certification that there are no outstanding child support judgments against her pursuant to N.J.S.A. 2A:17-56.23(b)

b. The Plaintiff shall provide a certification that a Patriot's Act name search has been conducted and that her name is not on the list of specially designed nationals and blocked persons by the U.S. Department of Treasury who may not receive funds pursuant to Executive Orders 13224 and 13268.

8.0 Amendment

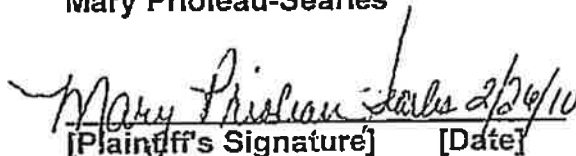
This Settlement Agreement can be modified or amended only by an instrument in writing duly executed by each of the parties hereto and, if the Insurer has made a qualified assignment, by the Assignee.

9.0 Effectiveness

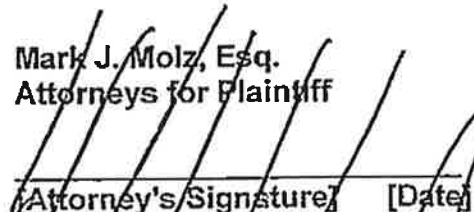
This Settlement Agreement shall become effective on the first date on which it has been executed by all of the parties; provided.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Settlement Agreement in multiple counterparts.

Mary Prioleau-Searles


[Plaintiff's Signature] [Date]

Mark J. Molz, Esq.
Attorneys for Plaintiff


[Attorney's Signature] [Date]

RELEASE

For the Sole Consideration of

Seven hundred forty-four Dollars,
the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases
and forever discharges Riverside Township and
Sean Nolan

h heirs, executors, administrators, agents and assigns, and all other persons, forms or
corporations liable or, who might be claimed to be liable, none of whom admit any liability to the
undersigned but all expressly deny any liability, from any and all claims, demands, damages,
actions, causes of action or suits of any kind or nature whatsoever, and particularly on account
of all injuries, known and unknown, both to person and property, which have resulted or may in
the future develop from an accident which occurred on or about the

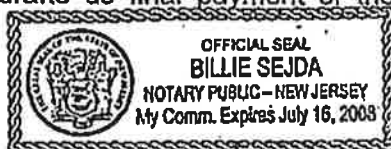
26th day of April, 2007, at or near Stewart Avenue

This release expressly reserves all rights of the parties released to pursue their legal remedies,
if any, against undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and
are fully understood and voluntarily accepted for the purpose of making a full and final
compromise adjustment and settlement of any and all claims, disputed or otherwise, on account
of the injuries and damages above mentioned, and for the express purpose of precluding
forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth
above.

In Witness Whereof,



 have hereunto set hand(s) and seal(s) this 10 day of August, 2007.

Any person who knowingly and with intent to defraud any insurance company or other
persons, files a statement of claim containing any materially false information, or
conceals for the purpose of misleading, information concerning any fact, material
thereto, commits a fraudulent insurance act, which is a crime, subject to criminal
prosecution and civil penalties.

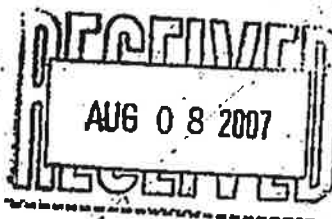
In presence of;

Billie Sejda
Witness

Signed X

Signed X

Address



058265
RELEASE

S. Kellerman

For the Sole Consideration of

Nine Hundred Dollars ^{XX}/₁₀₀ Dollars,

the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby releases and forever discharges

Riverside Township and / or
their departments and / or Employees

h heirs, executors, administrators, agents and assigns, and all other persons, forms or corporations liable or, who might be claimed to be liable, none of whom admit any liability to the undersigned but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from an accident which occurred on or about the

8th day of June, 2008 at or near Cardville Ave, Riverside NJ

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against undersigned, their heirs, executors, agents and assigns.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

In Witness Whereof,

I have hereunto set my hand(s) and seal(s) this 23 day of July, 2008.

Any person who knowingly and with intent to defraud any insurance company or other persons, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

In presence of;

Barbara C Casper
Witness

Signed X Bruce S. Kellerman

1 W. Scott Street
Address

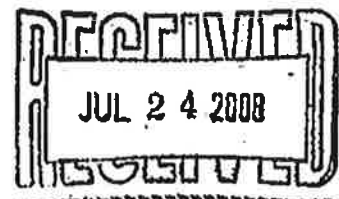
Signed X _____

Riverside NJ 08075

Lisa Perkins



LISA PERKINS
Notary Public of New Jersey
My Commission Expires April 21, 2011



RELEASE

This Release, dated October, , 2012, given

BY the Releasor: **DYANE C. WILSON**

referred to as "I".

TO the Releasees: **TOWNSHIP OF RIVERSIDE** and all agents, servants and employees thereof,

referred to as "You".

1. **Release.** I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

Any and all claims for personal injuries, permanent and/or temporary disability, medical and/or hospital expenses and any and all other incidental expenses and losses resulting out of a slip and fall which occurred on or about September 2, 2009, in the Township of Riverside as more particularly set forth in an action in the Superior Court of New Jersey, Law Division, Burlington County, Docket No. BUR-L-1246-11.

It is expressly understood and agreed that the acceptance of the said payment is in full accord and satisfaction of and in compromise of all disputed claims and that the payment thereof is not an admission of liability, but is made for the purpose of terminating all disputes and litigation between the parties.

It is further understood and agreed that the Releasor personally guarantees that all liens, specifically Medicare/Medicaid, and/or monetary obligations owed, whether public, private or otherwise, for any medical, wage or other benefits received by the Releasee or paid by any third-party on the Releasor's behalf will be satisfied and paid off in their entirety by the Releasor and/or an authorized agent of the Releasor out of the funds received pursuant to this Release.

The plaintiff specifically agrees that the defendants and their insurer, Joint Insurance Fund ("JIF") shall be released and discharged from any liability, any lien holder or subrogee (including, but not limited to any workers' compensation carrier, Social Security and Medicare/Medicaid provider, Child Support lien holder) that may have any interest in amounts received by such lien or claim of subrogation will be satisfied and discharged solely from the amounts payable under Section 2 of this Release.

Plaintiff shall provide a Certification that there are no outstanding Child Support Judgment against her pursuant to N.J.S.A. 2A:17-56.23(b).

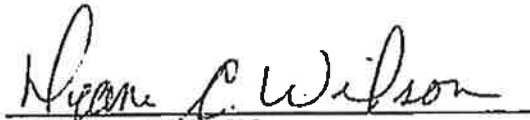
2. Payment. I have been paid a total of \$3,750.00 in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

3. Who is Bound. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witnesses or Attested by:

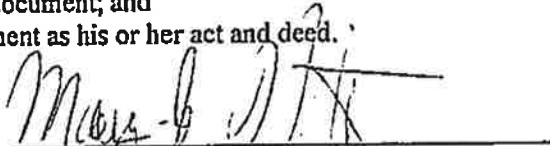

Casey H. Colonna


DYANE C. WILSON

STATE OF NEW JERSEY, COUNTY OF BURLINGTON SS:

I CERTIFY that on November 13, 2013
Dyane C. Wilson personally came before me and acknowledged under oath to my satisfaction that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his or her act and deed.


(Print Name and Title Below Signature)

MARY-JO HIGGINBOTHAM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 1, 2017

Prepared by:

Michelle L. Corea, Esquire
CAPEHART & SCATCHARD, P.A.

RELEASE OF ALL CLAIMS

Re: **DYANE C. WILSON v. J.S. HOVNANIAN & SONS, et al.**

Our File No. 527-92229

For and in Consideration of the payment to me, Dyane C. Wilson, of the sum of Fifteen Thousand Dollars (\$15,000.00), and other good and valuable consideration, I, Dyane C. Wilson, being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge J.S. Hovnanian & Sons, Markel Underwriting Managers and Evanston Insurance Company and any and all other persons, firms and corporations of and from any and all actions, causes of action, claims or demands for damages, costs, loss of use, loss of services, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown personal injuries and death and property damage resulting or to result from an occurrence or accident that happened on or about the September 2, 2009.

It is understood that the settlement of this matter includes compensation for all claims, including medical benefits paid or unpaid, pain and suffering, lost wages, punitive damages, pecuniary losses incurred, or that may be incurred, in the future by Releasor, and any other losses that accrued or may have accrued. It is further agreed that Releasor will defend and indemnify and hold Releasees harmless from any and all liability arising from liens, reimbursement or subrogation claims, be they statutory, equitable or judicially imposed, that have been, or may in the future be, asserted by any person or entity including but not limited to any health insurer, medical provider, government entity or workers compensation carrier for benefits paid or claimed to be due under law, state or federal regulations or contract. Releasor expressly acknowledges that all obligations to satisfy such liens or claims are that of Releasor and not Releasee.

Pursuant to N.J.S.A. 2A:17-56.23(a), I, Dyane C. Wilson, hereby personally certify that I, or a representative on my behalf, have completed a search to determine whether I have any judgments for child support against me and said search has indicated that no such judgments exist. I personally guarantee that all such lien obligations will be or have been paid in full by me, and/or my attorney and/or authorized agent out of funds prior to receipt of the net amount, to be received pursuant to this Release, and I further agree not to have any such settlement funds tendered to me until such liens are completely satisfied. Further, I agree to indemnify and hold harmless J.S. Hovnanian & Sons and your attorneys, Markel Underwriting Managers and Evanston Insurance Company from any liability which they may incur from failure to conduct said search and/or any such judgments or liens.

I, Dyane C. Wilson, hereby acknowledge and assume all risk, chance or hazard that the said injuries or damage may be or become permanent, progressive, greater, or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made to me, and in executing this release I do not rely upon any statement or representation made by any person, firm or corporation, hereby released, or any agent, physician,

doctor or any other person representing them or any of them, concerning the nature, extent or duration of said damages or losses or the legal liability therefore.

I understand that in reaching this agreement the parties have considered Medicare's/Medicaid/Medicare's interest in recovering conditional payments made for medical treatment rendered as a result of the claim brought by Plaintiff (hereinafter also referred to as "CLAIM"). It is not the intention of any party to this settlement to shift to Medicare or Medicaid/Medicare the responsibility for payment of medical expenses for the treatment of injuries sustained as result of the CLAIM. However, this settlement agreement is intended to foreclose responsibility on the part of the Releasee, (hereinafter also referred to as "RELEASED PARTIES") for payment of medical expenses or prescription expenses related to the CLAIM other than the payment made as part of this settlement and release of claims.

I understand that Section 1862(b)(2)(A)(ii) of the Social Security Act precludes Medicare/Medicaid/Medicare payment for services to the extent that payment has been made or can reasonably be expected to be made promptly under liability insurance. 42 CFR 411.50 defines liability insurance. Anytime a settlement, judgment or award provides funds for past or future medical services, it can reasonably be expected that those funds are available to pay for the services claimed and/or released in the settlement, judgment, or award. Thus, Medicare or Medicaid/Medicare should be reimbursed for past services and should not be billed for future services until funds from the settlement, judgment or award are exhausted by payments that would otherwise be covered by Medicare or Medicaid/Medicare.

I understand that in 2007, the Medicare, Medicaid/Medicare and SCHIP Extension Act (hereinafter "Extension Act") was enacted, in part, to protect Medicare and Medicaid/Medicare when the settlement of a bodily injury claim involves payment for past or future medical services and the injured individual is either a current Medicare beneficiary or has the potential to be entitled to Medicare or Medicaid/Medicare benefits within thirty (30) months of the date of settlement. Furthermore, I understand that this Act requires that such payments be reported within a time established by the Secretary of Health and Human Services.

I understand that, if Medicare and Medicaid/Medicare are not protected as set forth in the Extension Act, Medicare or Medicaid/Medicare may cease all benefits otherwise available to me. I further understand and agree that, in the event Medicare or Medicaid/Medicare seeks reimbursement for past or future payments, the Indemnity Agreement provides that I will indemnify the Released Parties from all responsibility for Medicare's or Medicaid/Medicare's claim.

I, Dyane C. Wilson, understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied. I, Dyane C. Wilson further agree that this release shall not be pleaded by me as a bar to any claim or suit.

The Released Parties have expressly denied all liability for any damages as a result of the claim.

This release contains the Entire Agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

I, Dyane C. Wilson, further state that I have carefully read the foregoing release and know the contents hereof, and I sign the same as my own free act.

2012, Witness Mary Jo Higginbotham hand and seal this 12 day of November,

Witness: Mary Jo Higginbotham

Print Name: MARY JO HIGGINBOTHAM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 1, 2017

Print Name: _____

Caution: Read Before Signing

X Dyane C. Wilson
Dyane C. Wilson

ADDENDUM TO RELEASE OF ALL CLAIMS

I, Dyane C. Wilson, (hereinafter referred to as "Claimant"), individually and on behalf of Claimant's heirs, executors, administrators and assigns, as additional consideration for the settlement agreement referenced in the RELEASE OF ALL CLAIMS to which this ADDENDUM is attached and of which this ADDENDUM is a part (hereinafter referred to as "the settlement agreement"), further recite, warrant, represent and agree as follows:

Claimant understands, acknowledges and agrees that:

1. In reaching the settlement agreement, the parties have given considerable attention to whether Claimant is entitled to Social Security disability benefits pursuant to 42 U.S.C. § 423. It is not the intention of any party to the settlement agreement to shift to Medicare responsibility for payment of medical expenses for the treatment of the injuries that Claimant sustained as result of the incident referenced in the settlement agreement (hereinafter referred to as "the incident"). However, the settlement agreement is intended to foreclose the released parties from responsibility for future payments of any medical expenses and prescription drug expenses related to the incident and Claimant's injuries that Claimant sustained as a result of the incident.

2. The released parties have expressly denied all liability for any damages as a result of the incident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred regarding Claimant's injuries resulting from the incident.

3. Because Claimant may be a potential Medicare beneficiary and Claimant's injuries resulting from the incident were sustained on or after December 5, 1980, Claimant is legally obligated to comply with the requirements of the sections of the Social Security Act known as the Medicare Secondary Payer ("MSP") law (42 U.S.C. Section 1395y[b]) and federal regulations adopted by the federal government to implement this law (including 42 C.F.R. Part 411). These laws and regulations are collectively referred to herein as the "MSP provisions." Detailed information regarding the MSP provisions is available at the Centers for Medicare & Medicaid Services website at <http://www.cms.hhs.gov>; a summary of the Medicare Secondary Payer Recovery Claim Process is available at <http://www.cms.hhs.gov/MSPRecovClaimPro/>.

4. Pursuant to the MSP provisions, Medicare is not required to make and does not make payment for covered items or services to the extent that payment has been made, or can reasonably be expected to be made, under a liability insurance policy or plan. Liability insurance means insurance (including a self-insured plan) that provides payment based on legal liability for injury or illness or damage to property, and includes, but is not limited to, automobile liability insurance, uninsured motorist insurance, underinsured motorist insurance, homeowners' liability insurance, malpractice insurance, product liability insurance, and general casualty insurance.

5. However, pursuant to the MSP provisions, under certain circumstances, Medicare may make conditional payments which are conditioned on reimbursement to Medicare to the extent that payment with respect to the same items or services could have been made under a liability insurance policy or plan. These conditional payments are subject to later recovery by Medicare if there is a settlement, judgment, award or other payment.

6. Regarding these conditional payments, Medicare has a statutory direct right of recovery, a right that takes precedence over the claims of any other party, from anyone, including but not limited to the Medicare beneficiary, who receives payment directly or indirectly from the proceeds of a liability insurance payment, as well as from the liability insurer or plan making the payment. A failure to fully comply with the MSP provisions can result in a recovery action by Medicare seeking reimbursement of Medicare payments that Medicare was not required to make and penalties. 42 C.F.R. §411.24.

7. Claimant has expressly represented and warranted, and hereby again expressly represents and warrants, that:

The medical expenses and prescription drug expenses (including any unpaid or paid expenses) Claimant has incurred related to Claimant's injuries sustained in the ~~motor vehicle~~ ^{motor vehicle} accident which is the subject of Civil Action, Dyane C. Wilson vs. Riverside Township, BUR-L-1246-11, are to be paid or satisfied out of the proceeds of the settlement and such funds have been escrowed specifically to account for same.

8. Claimant is aware that each liability insurer paying the settlement is relying on Claimant's representations and warranties stated in Paragraph 7, and each of them, and that each such insurer reasonably expects that each such representation and warranty by Claimant is true.

9. Releasor agrees to indemnify Township of Riverside and their attorney with any claim by Medicare or any other lien holder for payment of any lien amounts.

10. Releasor shall further hold Township of Riverside and their attorney harmless from any and all adverse consequences in the event the settlement results in the loss of the right to Social Security and/or Medicare benefits to the extent Releasor will have been entitled to these benefits in the absence of this settlement agreement.

Claimant is of sound mind and body and fully capable of reading and understanding this ADDENDUM. Claimant understands the consequences of Claimant's failure to comply with the MSP provisions referenced in this ADDENDUM.

[SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

County of Burlington, State of New Jersey, this 12 day of the month November in the year 2012.

CLAIMANT'S NAME Dyane Wilson
Dyane L. Wilson

STATE OF NEW JERSEY §

COUNTY OF BURLINGTON §

Before me, the undersigned notary public in and for said state, on this day personally appeared Dyane Wilson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12 day of the month November in the year 2012

Mary-Jo Higginbotham
NOTARY PUBLIC

IN AND FOR THE STATE OF

MARY-JO HIGGINBOTHAM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 1, 2017

My Commission Expires: _____

RELEASE

THIS RELEASE, dated September 26, 2012, is given

BY the Releasor(s) Dyane Wilson, referred to as "I",

TO the Releasee(s) Robert T. Winzinger, Inc., Gallagher Bassett Services and Old Republic Construction Program Group, referred to as "You".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. Release. I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

For any and all claims as a result of an accident which occurred on or about September 2, 2009 which were or could have been alleged in an action entitled Dyane C. Wilson vs. Township of Riverside, et al. of Docket No. BUR-L-1246-11 instituted in the Burlington County Superior Court, 49 Rancocas Road, First Floor, Mount Holly, NJ 08060. This payment is made in settlement of a disputed claim to save further costs of litigation and it is not nor shall it be construed as an admission of liability as to any of the allegations made in the complaint, or any amendments thereto.

2. Payment. I have been paid a total of \$3,750.00, in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

3. Who is Bound. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. Medicare Information

Pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, The Center for Medicare and Medicaid Services must be provided the releasor's full address, Social Security Number, date of birth, gender, and if available, their Medicare Health Insurance Claim Number (HICN). Provision of this information is a condition of this settlement. Spaces are provided at the end of this Release for compliance.

5. Liens - Indemnity and Hold Harmless

It is expressly understood and agreed, Claimant and his counsel further covenant and agree that any and all Medicare, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other type of liens or interest that is and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the settlement proceeds paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, Claimant and his counsel agree to indemnify and hold harmless the Released Parties, their insurance carriers, their attorneys and all others in privity with them, from any claim by, through and/or under Claimant including, but not limited to, any direct claim by Medicare and/or Social Security for reimbursement of any funds paid by them relating to the injuries and claims arising from the accident in question.

6. Medicare Set Aside

It is further expressly understood and agreed, to the extent applicable, Claimant and his counsel covenant that as to Claimant, they will set aside funds necessary in any approved Medicare Set Aside Account, to pay for any anticipated future medical and/or health care needs of Claimant, for any injury and/or condition that requires treatment that arises from the injuries related and/or caused by the accident in question. In the alternative, Claimant shall, in concert and consultation with his counsel, aver and covenant that they do not presently anticipate that Claimant will require medical and/or health care treatment for the injuries and/or conditions related and/or arising from the accident in question. Further, should funds not be placed in an approved Medicare Set Aside Account for Claimant, and care and treatment for injuries and/or conditions reasonable related to the accident is subsequently sought, then Claimant covenant and represents to the Released Parties, their insurance carriers, their attorney and others in privity with them, that Claimant will not submit nor seek payment for said medical care

from Medicare and/or any other government funded program. This covenant and representation shall be included as part of the indemnification obligations of Claimant stated herein.

It is understood and agreed that the information provided below will be provided to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on your
Social Security Card

140-42-0766

Social Security Number

Dyane Wilson

Address

122 Delaware Ave.
Riverside, NJ 08075

Date of Birth

12/01/1949

Medicare Health Insurance Claim Number

N/A

7. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

[Signature]
Cecilia H. Colon

[Signature] (Seal)
Dyane Wilson

STATE OF NEW JERSEY, COUNTY OF Burlington
I CERTIFY that on November 12, 2012,

SS.:

Dyane Wilson personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his or her act and deed.

Prepared by:
Maloof, Lebowitz, Connahan & Oleske, PA

[Signature]
Christopher G. Meikle, Esq.

[Signature]
MARY-JO HIGGINBOTHAM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 1, 2017

X13252

Settlement Agreement and Release

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this 3rd day of October, 2014, by and between:

"Plaintiff" Linda Yakouboff

"Defendant/Insurer" Township of Riverside and Burlington County Joint Insurance Fund.

Recitals

- A. Plaintiff filed a complaint against Township of Riverside ("Defendant") and various other entities in the Superior Court, County of Burlington, State of New Jersey, Docket No. BUR-L-3309-12 (the "Complaint"), which Complaint arose out of certain alleged negligent acts or omissions by Defendant. In the Complaint, Plaintiff sought to recover monetary damages as a result of that certain occurrence on or about August 22, 2011, in Riverside, New Jersey, which resulted in physical injuries and personal injuries to Plaintiff Linda Yakouboff.
- B. Insurer is the liability insurer of Defendant, and as such, would be obligated to pay any claim made or judgment obtained against Defendant which is covered by its policy with Defendant.
- C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

Agreement

The parties agree as follows:

1.0 Release and Discharge

- 1.1 In consideration of the payments set forth in Section 2, hereby completely releases and forever discharges Defendant and Insurer from any and all past present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff, or any future wrongful death claim of Plaintiff's representatives or heirs, which has resulted or may result from the alleged acts or omissions of the Defendant.

AND PARTICULARLY for any and all claim or claims for monies or damages arising from personal injuries, medical and hospital expenses, lost income, and derivative claims or any other rights Plaintiff now has or may hereafter have by reason of or arising from an accident which occurred on or about August 22, 2011, which accident and all claims were the subject of a civil action in the Superior Court of New Jersey, Law Division, Burlington County, Docket No. BUR-L-3309-12, which action has been or will be dismissed with prejudice.

- 1.2 This release and discharge shall also apply to Defendant's and Insurer's past, present and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, 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.
- 1.3 This release, on the part of the Plaintiff, shall be a fully binding and complete settlement among the Plaintiff, the Defendant and the Insurer, Defendant's and Insurer's past, present and future officers, directors, stockholders, attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, 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 and their heirs, assigns and successors.
- 1.4 The Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would material affect Plaintiff's decision to enter into this Settlement Agreement. The Plaintiff further agrees that Plaintiff has accepted payment of the sums specified herein as a complete settlement and compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and payments are not to be construed as an admission of liability on the part of the Defendant, by whom liability is expressly denied.
- 1.5 As part of her consideration, the Plaintiff hereby expressly warrants and represents that:
 - 1.5.1 She is legally competent to execute the Settlement Agreement and Release;

- 1.5.2 She has not assigned, pledged, or otherwise in any manner whatsoever sold or transferred either by instrument, in writing or otherwise, any right, title or claim that is extinguished or released herein;
- 1.5.3 To the best of Plaintiff's knowledge, information and belief, no person or entity other than the Plaintiff has any claim upon, lien upon, subrogation interest or other interest in the consideration passing from Plaintiff to Defendant as described herein. Should any person assert a claim upon, lien upon, subrogation interest in, or other interest in the said consideration, the Plaintiff agrees to:
- 1.5.3.1 Satisfy all such claims, liens subrogation interest, or other interests from said consideration, including any claim for attorney's fees or expenses of litigation;
- 1.5.3.2 Indemnify and hold harmless Defendants for and from any monies paid to such third parties in satisfaction of such claims, liens, subrogation interests or other interests, including but not limited to, double damages which may be required to be paid by the Defendants; and
- 1.5.3.3 Reimburse the Defendants for all attorneys' fees and expense of litigation incurred in defense of such claims, liens, subrogation interests or other interests.
- 1.6 This settlement is based upon a good faith determination of the parties to resolve a disputed claim. The parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C.A. § 1395y(b). The parties resolved this matter in compliance with both state and federal law. The parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms.
- 1.7 Linda Yakouboff is a Medicare beneficiary. Accordingly, the details of this settlement – including the identities of the Plaintiff and her attorney, certain personal information about Plaintiff, the amount of the settlement, the date of the settlement, and the injuries alleged – may be reported to the Centers for Medicare & Medicaid Services (CMS), as well as certain agent(s) necessary to facilitate reporting to CMS, pursuant to the responsible reporting entity's duty to comply with Section 111 of the Medicare, Medicaid & SCHIP Extension Act ("MMSEA") of 2007 (Section 111).
- 1.8 Plaintiff acknowledges her duty to cooperate with Defendants in order to allow the Responsible Reporting Entity(ies) to fulfill the obligation to comply with Section 111. Plaintiff (or Plaintiff's attorney) agrees to provide Defendants with any and all information necessary for Defendants to comply with Section 111 of MMSEA.

- 1.9 Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims or lawsuit are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens of any kind, that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims or lawsuit including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any healthcare provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff and Plaintiff's attorney will indemnify, defend and hold Defendants harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.
- 1.10 Plaintiff agrees to timely provide Defendants with a copy of all letters or other written correspondence from Plaintiff or Plaintiff's counsel notifying the Centers for Medicare and Medicaid Services (CMS) or any other governmental entity that Plaintiff claims or lawsuit has settled. Plaintiff and Plaintiff's counsel further agree to provide Defendants' counsel with the following:
- 1.10.1 All copies or correspondence from and to CMS or the Medicare Secondary Payer Recovery Contractor ("MSPRC") relating to conditional payments made by Medicare associated with Plaintiff's injuries and/or treatment. Once this settlement is finalized and the release signed by Plaintiff or Plaintiff's counsel, Plaintiff's counsel will deliver to Defendants' counsel a Final Demand letter (FD) issued by CMS/MSPRC regarding satisfaction of all conditional payments within 5 days of the FD being received by Plaintiff or Plaintiff's attorney.
- 1.10.2 Plaintiff's counsel specifically warrants and represents that he will withhold the settlement funds in an escrow account or client trust account without distributing to Plaintiff or any other person or entity until CMS or other governmental entity lien, including Medicare conditional payments, until all such liens, conditional payments, final demand as indicated by Medicare have been satisfied, if any, arising from or related to the matters forming the basis of Plaintiff's claims have been satisfied or waived. Furthermore, Plaintiff's counsel agrees to provide proof of such satisfaction of the final demand to Defendant's counsel.
- 1.11 As to future medical payments, Plaintiff and Plaintiff's counsel agree that it is Plaintiff's sole and continuing responsibility to maintain an accounting of all medical expenses relating to this claim or lawsuit, and sufficiently set aside and administer such funds for future medical expenses to protect Medicare's interests against future payments for medical expenses relating to this claim or lawsuit. All

future medical care and costs are the sole responsibility of Plaintiff, have been factored into the settlement amount and are to be paid out of the proceeds of this settlement.

- 1.12 If the amounts Plaintiff and Plaintiff's counsel withhold and set aside for satisfying CMS or other governmental entity liens, including Medicare conditional payments and future medical expenses, prove to be insufficient to finally and completely satisfy all Medicare conditional payments and future medical expenses related to the claims or lawsuit, Plaintiff agrees to indemnify, defend and hold Defendant harmless from any and all damages, claims and rights to payment, including any attorneys' fees.
- 1.13 While it is impossible to accurately predict the need for medical treatment, this settlement is based upon a good faith determination of the parties in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C.A. § 1395(b). The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or Plaintiff's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.
- 1.14 As part of the consideration, the Plaintiff, for herself, her heirs, legal representatives, administrators, executors and assignees, do hereby agree to INDEMNIFY AND HOLD HARMLESS the Defendants, their insurers, attorneys, and all other persons and entities released in this Settlement Agreement and Release for and from any and all claims, demands, actions, and causes of action of whatever nature or character, including any claims asserted by Medicare or Medicaid, whether for compensation, contribution, indemnity, punitive damages, attorney's fees and expenses of litigation, medical expenses, funeral expenses or other damages, and whether asserted directly or by way of crossclaim, third-party claim, or otherwise, that have been or may hereafter be asserted directly or by way of crossclaim, third-party claim, or otherwise, that have been or may hereafter be asserted against them by any person or entity, arising out of, resulting from, or in any manner connected with the subject matter of the claim and the Agreement. This agreement to indemnify and hold harmless shall include, but it is not limited to, indemnification for all attorney's fees and expenses of litigation incurred in the course of defending any claims or actions arising from such subject matter, as well as any judgments, verdicts or awards of any kind or nature whatsoever.

2.0 Payments

In consideration of the release set forth above, the Insurer on behalf of the Defendant agrees to pay to the individual(s) named below (the "payee(s)") the sums outlined in this Section 2 below:

2.1 Payments due at the time of settlement as follows:

\$21,600 payable to Linda Yakouboff and her attorney, Smith Magram, Berenato Michaud & Colonna, P.C.

All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

3.0 Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement, counsel for the Plaintiff shall deliver to counsel for the Defendant or counsel for the Insurer an executed Dismissal with Prejudice of the Complaint. Plaintiff hereby authorizes counsel for the Defendant and/or counsel for the Insurer to file a Dismissal with the Court and enter it as a matter of record.

4.0 Representation of Comprehension of Document

In entering into this Settlement Agreement, the Plaintiff represents that Plaintiff has relied upon the advice of her attorneys who are the attorneys of her own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Plaintiff by her attorney; and the terms of this Settlement Agreement are fully understood and voluntarily accepted by Plaintiff.

5.0 Warranty of Capacity to Execute Agreement

Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of actions referred to in this Settlement Agreement.

6.0 Confidentiality

The parties agree that neither they nor their attorneys nor representatives shall reveal to anyone, except as provided herein or as may be mutually agreed to in writing, any of the terms of this Settlement Agreement or any of the amounts, numbers or terms and conditions of any sums payable to Payee(s) hereunder.

7.0 Governing Law

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

8.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

9.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Plaintiff and the Defendant/Insurer with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

10.0 Effectiveness

This Settlement Agreement shall become effective immediately following the execution by each of the parties.

Plaintiff Linda Yakouboff
By: [Signature]
Date: 10/3/14

I CERTIFY that on 10/3/14, 2014, Linda Yakouboff personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act or deed

[Signature]
Notary Public, State of New Jersey JO HIGGINBOTHAM
My Commission Expires: NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 1, 2017

Plaintiff's Attorney

By: [Signature] 10/3/14
Cassidy K. Corinna, Esq.

Date: _____
Defense Counsel: On behalf of all Insured and Defendant

By: S. Paul Stephen E. Raymond

Title: Attorney on behalf of Riverside Twp.

Date: Oct 7, 2014