

SEPARATION & RELEASE AGREEMENT

Christopher Schultz, on his own behalf and on behalf of his heirs, executors, administrators, and assigns (hereinafter collectively referred to as "Employee"), and the Township of Medford, on its own behalf and on behalf of all affiliated and related entities, including but not limited to their affiliates, parents, subsidiaries, divisions, insurance carriers, successors and assigns (hereinafter collectively referred to as "Medford"), have reached the within Separation & Release Agreement.

IN CONSIDERATION of the mutual promises contained in this Separation & Release Agreement, and for good and valuable consideration the sufficiency of which is hereby acknowledged, IT IS AGREED as follows:

Employee signs this Separation & Release Agreement (this "Release") in exchange for the payments and benefits referred to below.

1. Conclusion of Employment. Employee acknowledges and agrees that his employment with Medford will terminate no later than August 19, 2014 and that Medford has no obligation to consider, hire or employ him in the future. Through October 1, 2014 Employee will continue to provide consultation services and to fully assist with the transition to a new Township Manager by providing summaries of pending matters and exit reports as required, and being available to discuss and work on matters Employee was handling prior to the termination of his employment.

2. Separation Benefits

(a) In exchange for Employee and continuing to provide consultation services after August 19, 2014, and fully assisting with the transition process for a new Township Manager through October 1, 2014, Employee providing the Release and Employee complying with the Release Medford will pay Employee forty-three (43) additional days of his regular salary (calculated based on the weekly salary paid to Employee as of August 19, 2014), from which Medford will take all regular and appropriate deductions, and with such payments to be reported on a Form W-2. Employee will also be continued on Township paid health benefits through October 31, 2014. . Employee hereby acknowledges and agrees that this payment is good, valuable and adequate consideration for his agreeing to and signing the Release.

(b) The payments described in the preceding paragraph shall begin with the first payroll cycle after the Employee's and Medford 's full execution of the Release and Employee not revoking the Release within 7 days, as allowed by the terms of the Release.

(c) Employee shall not earn or accrue paid time off or other accrued time or perquisites of employment during any salary continuation period described in the Release.

(d) Employee acknowledges and agrees that Medford 's provision of the separation benefits described herein is over and above those benefits, if any, to which Employee may be entitled under any contract, benefit plan, and/or policies of Medford .

3. The payments described in paragraph two of this Release represent Employee's full and complete entitlement to any form of pay and benefits from Medford. Employee acknowledges that he has otherwise received all wages, bonuses, benefits, vacation pay, sick pay, paid time off, expense reimbursements, commissions, and any other compensation and/or amounts to which Employee is or was entitled in connection with his employment with Medford.

4. Upon the termination of Employee's employment with Medford, Employee agrees to immediately return all Medford property, including, without limitation, keys, identification badges, security access devices, documents, plans, proposals, credit, phone and travel cards, pagers, computer equipment, software, electronic storage devices, and electronic devices in the possession of the Employee. Employee will retain (subject to purchase at fairdepreciated/trade value) his cell phone, laptop computer and Ipad and will have access to documents and computer files through October 1, 2014 to enable him to provide consultative and transition services to the Township. To the extent Employee is in possession of electronically stored information that is stored on personal property and that cannot be returned to Medford in its original form, Employee hereby promises and agrees to identify same in writing to Medford and to destroy all such electronically stored information within five (5) days of his execution of the Release.

5. **RELEASE.** In exchange for the separation benefits described herein and other good and valuable consideration the adequacy of which is hereby acknowledged, Employee agrees as follows:

Employee, on his own behalf and on behalf of his heirs, executors, administrators, and assigns, hereby releases and forever discharges Medford and all affiliated and related entities and persons, including, but not limited to, their affiliates, parents, subsidiaries, departments, and divisions, and their present and former Council members, directors, officers, administrators, employees, agents, representatives, insurance carriers, benefit plans and plan fiduciaries, successors, and assigns, and the estates and/or heirs thereof, from any and all actions, causes of action, claims, damages, liabilities, and demands of any nature whatsoever, whether in law or in equity, whether known or unknown, which Employee ever had, now has or may have under any contract, tort, Federal, State, or local statute.

Without limiting the scope of the foregoing provision in any way, Employee specifically releases all claims relating to or arising out of any aspect of his employment with Medford and/or his separation from employment with Medford (which Employee agrees shall be no later than July 31, 2014), including, but not limited to, the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., as amended by the Older Workers' Benefit Protection Act, specifically § 626; Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. § 1981, et seq.; the Civil Rights Statutes contained in 42 U.S.C. §§ 1983, 1985, and 1986 and any related laws; the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq.; the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et seq.; the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq.; the New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq.; the Federal Family and Medical Leave Act, 29 U.S.C. § 2601, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791, et seq.

the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.; the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq.; the False Claims Act, 31 U.S.C. §3729, et seq.; and any other Federal, State, or local equal employment opportunity laws, regulations, or ordinances; negligence; breach of contract; quasi-contract; interference with contract/business advantage; fraud; defamation; intentional and/or negligent infliction of emotional distress; any common law claims for wrongful employment action; claims for attorneys' fees and costs; and any other duty or obligation of any kind or description to the fullest extent permitted by law. This Release shall apply to all known, unknown, unsuspected, and unanticipated claims, liens, injuries, and damages up to and including the date of execution of this Release.

Employee does not hereby waive (1) his right to enforce or challenge this Release, (2) any vested rights which he may have under any employer sponsored benefit plan, (3) the right to file or pursue any unwaivable charge or complaint (although Employee specifically waives and releases any rights to recover damages in connection with any such charge or complaint relating to anything that has happened up to the effective date of this Release), (4) rights or claims that cannot lawfully be released, and/or (5) claims arising after the date Employee signs this Release.

Employee understands that this Release does not prevent Employee from filing a charge with, or participating in an investigation conducted by, the U.S. Equal Employment Opportunity Commission or any applicable state or local fair employment practices agency, to the extent required or permitted by law. Nevertheless, as set forth in the above paragraph, by signing this Release, Employee acknowledges and agrees that he is waiving any and all entitlement to seek monetary damages, equitable relief, and/or reinstatement with respect to any claims or causes of action released and/or waived in this Release.

6. Continuing Obligations. Employee otherwise acknowledges that, during the course of his employment with Medford, Employee received and was exposed to Confidential Information. "Confidential Information" as used herein means confidential, proprietary, and/or trade secret information and materials of Medford, including, but not limited to, information relating to Medford's networks; computer programs and related data/information; strategies; financial information; the technology, process, or know-how of Medford; budgets, projections and other financial information; plans/proposals; and related operations and information and all information obtained from executive session meetings and discussions and confidential memorandum provided to the governing body. "Confidential Information" is not intended to include information (a) that is plainly within the public domain, (b) that was possessed by Employee prior to employment with Medford or gained by Employee through means or sources independent of employment with Medford, and (c) that is generally known within the industry. Employee agrees to keep all Confidential Information strictly confidential and to not disclose such confidential and/or proprietary information to any third party at any time. Employee hereby represents that he has not disclosed any such Confidential Information of Medford or its residents or business partners to any third party as of this date. Employee further agrees to return any Confidential Information and/or materials containing Confidential Information to Medford upon the conclusion of Employee's employment.

Employee also agrees to keep the terms of the Release confidential to the extent permitted by law. This Release shall not be admissible in any litigation or proceeding in any

forum for any purpose other than to secure enforcement of the Release. Employee shall not disclose to any third party (other than tax advisors, his spouse, and retained counsel) any details regarding this Release or the discussions leading up to such Release. Employee affirmatively recognizes his obligation to communicate this non-disclosure obligation to his tax advisors, spouse, and retained counsel at the time of any permissible disclosure and to disclose to such permissible person(s) only if they agree to be bound by the non-disclosure provisions of this Release. Employee affirms that he has not made any disclosures contrary to the terms of this Release prior to the effective date of same.

The confidentiality and non-disclosure terms of this Release shall not prohibit a disclosure that is required by law. However, should Employee be served with legal process that might invade the confidentiality provisions of this Release (inclusive of requests calling for knowledge Employee came into possession of in connection with his employment with Medford), Employee shall, prior to providing the information or testimony, to the extent lawfully permitted, place Medford on written notice within five (5) days via overnight mail or confirmed facsimile and regular mail so that it may make the appropriate application to quash or for a protective order. Notice to Medford shall be sent to Kathy Burger, Township Clerk, Township of Medford, 17 North Main Street, New Jersey 08055. Nothing in this Release shall prohibit or restrict Employee from providing truthful information to a government, law enforcement or self-regulatory agency.

7. Non-disparagement. Employee hereby acknowledges and agrees that he will not make any disparaging statements (oral, written, or electronic), whether direct or implied, about Medford or any of its former, current, or future Township Council members, directors, officers, administrators, employees, agents, or representatives. This provision shall not be construed in such a fashion as to contravene or violate 29 C.F.R. § 1625.22 and/or 29 U.S.C. § 626(f)(4) or any other unwaivable right.

8. Agreement to Cooperate. Subsequent to the termination of Employee's employment with Medford, Employee agrees to fully and promptly cooperate with respect to all matters (including, but not limited to, all audit, tax proceeding, litigation, investigation, human resource, and/or governmental matters) about which Employee may have knowledge or information, subject to reimbursement for actual, appropriate, and reasonable costs and expenses (e.g., travel, lodging, meal expenses).

9. Remedy for Breach. Employee agrees that any violation or breach of the terms of the Release, including the confidentiality and non-disparagement obligations set forth herein, will cause irreparable harm to Medford. Employee agrees that any violation of this Release by Employee shall entitle Medford to an immediate injunction restraining any violation. In addition, upon any violation of the terms of this Release, Medford shall be entitled to seek monetary damages and whatever other remedies are available to it, including, but not limited to, injunctive and other relief to redress damages which may occur as a direct or indirect result of a breach of the obligations set forth herein. Should Employee violate the terms of this Release, Employee also agrees that all monies due or received under this Release shall cease and/or be immediately due and owing by Employee to Medford, and the return of such monies shall not invalidate any other provision of this Release, including, but not limited to, the release set forth

in paragraph 5 herein. In the event litigation is necessary to enforce the terms of this Release, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs for amounts incurred in connection with such efforts.

10. Absence of Child Support Judgment. By executing this Release, Employee certifies to Medford, pursuant to N.J.S.A. 2A:17-56.23b, that Employee is not a Child Support Debtor and that the proceeds of this Release may be disbursed.

11. Employee represents that as of the date he executes this Release, Employee has not filed any charge, complaint, claim, or action with any court, organization, governmental entity, or administrative agency against Medford or any of its Council members, directors, officers, administrators, shareholders, members, employees, agents, representatives, insurance carriers, benefit plans, or plan fiduciaries.

12. The parties agree that this Release shall be construed in accordance with the laws of the State of New Jersey, and that the laws of the State of New Jersey will apply to any dispute concerning it. The parties choose the Superior Court of New Jersey as their forum for resolving any dispute concerning this Release.

13. Except as specifically noted herein, this Release sets forth the entire agreement between the parties concerning the subject matter hereof, thereby superseding any and all prior understandings and agreements between the parties, written or oral, pertaining to said subject matter.

14. This Release shall be binding upon the parties, and may not be abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, except in writing of concurrent date or subsequent date, signed by a duly authorized representative of each of the parties hereto.

15. If any of the provisions or terms contained in this Release are declared illegal, invalid, or unenforceable in a legal forum, such provisions or terms shall be deemed severable, such that all other provisions and terms herein shall remain valid and binding upon all parties; provided, however, that if any provision is determined to be overbroad or unreasonable, such provision shall be given effect to the maximum extent possible so as to effect the original intent of the parties and fulfill the terms set forth herein to the fullest extent possible.

16. Failure to enforce any provision of this Release in any instance shall not prejudice or constitute a waiver of the right to enforcement of that provision in any other instance.

17. The parties acknowledge that this Release is a joint product and shall not be construed for or against any party on the ground of sole authorship.

18. The parties acknowledge that they have been afforded ample time to consult with legal counsel in connection with the review and execution of this Release, that this Paragraph shall constitute written notice to them of their right to be advised by legal counsel in connection with this Release, and that they fully understand their respective rights and obligations under this

Release. Employee acknowledges that Medford has advised him to consult with legal counsel and that Medford has not rendered any legal opinions or advice to Employee regarding this Release. The parties declare, under penalty of perjury, that they have completely read this Release and fully understand its terms, and freely, voluntarily and without coercion enter into this Release. Further, the parties agree and acknowledge that the waiver or release by them of their rights under any federal, state or local law pursuant to this Release is knowing and voluntary, and that it shall constitute a material breach of this Release to institute any action to recover any damages which would be in conflict with or contrary to this acknowledgement.

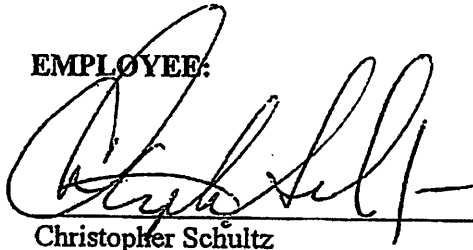
19. WAIVER OF ADEA CLAIMS.

Employee acknowledges that he is releasing all rights and claims arising under the Age Discrimination in Employment Act. To satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f), the parties agree as follows:

- a. Employee acknowledges that he has read and understands the terms of this Release.
- b. Employee is hereby advised to consult with an attorney prior to executing this Release. Employee represents that he has received all advice he deems necessary concerning this Release prior to executing same.
- c. Employee acknowledges that he has twenty-one (21) days to consider this Release, although he may, in the exercise of his own discretion, sign or reject it at any time before the expiration of the twenty-one (21) day period. Employee acknowledges that he has taken as much time as necessary to consider whether to enter into this Release, and has chosen to enter this Release freely, knowingly and voluntarily.
- d. For a seven (7) day period following the execution of this Release, Employee may revoke this Release by delivering a written revocation to Kathy Burger, township Clerk, Medford Township, 17 North Main Street, Medford, New Jersey 08055. This Release will not become effective or enforceable until after the end of this revocation period.

The parties have executed this Release on the dates recited below.

EMPLOYEE:



Christopher Schultz

Date: 8/24, 2014

