SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General	Release ("this Agreement") is made and entered
into by and between	("Employee") and ("the
Agency") (collectively, "the Parties"), both	of whom wish to separate their employment
relationship in an amicable manner.	

Now, therefore, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

- 1. Employee's last day of employment with the Agency shall be **INSERT DATE** ("the Effective Date"). The Agency has paid Employee his last current monthly salary through **INSERT DATE**, and all normal deductions and regular payroll tax withholdings were made. These monies shall be included on the W-2 form that the Agency shall issue for **INSERT YEAR**. The Agency continued to provide all Employee Benefits to which Employee was entitled through **INSERT DATE**.
- 2. In consideration for the promises made by Employee herein, and as long as Employee does not revoke his signature as permitted pursuant to Paragraph 12 below, the Agency shall make a payment to Employee in the amount of **INSERT AMOUNT**. The payment of the monies described in this paragraph shall not be delivered to Employee until this Agreement becomes effective as described in Paragraph 12 below. This payment shall be subject to the appropriate taxes and other payroll deductions required by law, and these monies shall be included on the W-2 form the Agency will issue to Employee for **INSERT YEAR**.

Employee agrees that, to the extent that any federal, state or local taxes may be or become due or payable as a result of the above payment, he shall be solely responsible for paying such taxes. Employee further agrees that he will indemnify the Agency, and its agents, employees, members, former employees, partners, directors, officers, trustees, consultants, shareholders, attorneys and insurers, both past and present, from, and hold them harmless against any claim, liability, penalty or tax consequence made by any local, state or federal administrative agency or court of competent jurisdiction for such unpaid taxes, including costs and counsel fees incurred by the Agency as a result of such claims.

- 3. In consideration for the payment set forth in Paragraph 2 above, Employee hereby releases the Agency and any of its predecessors, successors, parents, affiliated or subsidiary companies, and its or their present or former officers, directors, agents, Board members, representatives or employees, and the various Agency benefit plans, committees, trustees, fiduciaries, trusts and their respective successors and assigns, heirs, executors and personal or legal representatives (hereinafter collectively referred to as the "Releasees") from any and all claims or causes of action he may have or claim to have against the Releasees including any claims arising out of or relating in any way to his employment with the Agency and/or the termination of such employment. The claims released include, but are not limited to:
 - all statutory claims, including but not limited to claims arising under the New Jersey Law Against Discrimination (as amended), the New Jersey Civil Rights Act, the New Jersey Conscientious Employee Protection Act (as amended), the New Jersey Family Leave Act, Title VII of the Civil Rights Act of 1964 (as amended), Sections 1981 through 1988 of Title 42 of the United States Code (as amended), the Age Discrimination in Employment Act of 1967 (as amended, including the Older Workers' Benefit Protection Act), the Americans with Disabilities Act of 1990 (as amended), the Rehabilitation Act, the Employee Retirement Income Security Act of 1974 (as amended), the Fair Labor Standards Act (as amended), the Uniformed Services Employment and Reemployment Rights Act of 1994, the National Labor Relations Act (as amended), the Federal Warn Act (as amended), the New Jersey Millville Dallas Airmotive Plan Job Loss Notification Act (as amended), the Family and Medical Leave Act of 1993, the Occupational Safety and Health Act (as amended), the Equal Pay Act (as amended), the New Jersey Minimum Wage Law (as amended), the New Jersey Wage and Hour Law (as amended), Equal Pay Law for New Jersey (as amended), the New Jersey Worker Health and Safety Act (as amended) the Labor Management Relations Act (as amended).:

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- (b) all claims arising under the United States or New Jersey Constitutions;
- (c) all claims arising under any Executive Order or derived from or based upon any state or federal regulations;
- (d) all common law claims, including but not limited to any and all rights to discovery, claims for wrongful discharge, constructive discharge, violation of public policy, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, defamation, conspiracy, tortious interference with contract or prospective economic advantage, promissory estoppel, equitable estoppel, fraud, misrepresentation, detrimental reliance, retaliation, and negligence;
- (e) all claims for any compensation including commissions, back wages, front pay, punitive damages, pay increases, bonuses or awards, fringe benefits, disability benefits, severance benefits, reinstatement, retroactive seniority, pension benefits, contributions to retirement plans, or any other form of economic loss;
- (f) all claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, interest, liquidated damages, and punitive damages; and
- (g) all claims for costs, interest, and attorneys' fees.

Nothing contained in this paragraph is intended, nor shall be construed: (i) to waive or release any future claim arising after the date this Agreement is signed by Employee; or (ii) to limit Employee's right to enforce the terms of this Agreement. Employee understands that the Agency's offer to provide severance as set forth in Paragraph 2 above does not constitute an admission by the Agency that it has violated any statute, regulation or ordinance or any other legal obligation that it may owe to him with respect to any aspect of his employment with the Agency or his separation therefrom.

4. Employee represents that he has not, and agrees that he will not, file any lawsuit or claim against Releasees based on any events, whether known or unknown, occurring prior to the date of the execution of this Agreement, including, but not limited to, any events related to, arising out of, or in connection with, his employment with the Agency, or the termination of such

employment, in any court or tribunal of the United States, New Jersey, or any other state, city, county, or locality. Employee also acknowledges and agrees that while this release does not preclude him from filing a charge with the National Labor Relations Board, the Equal Employment Opportunity Commission or a similar state or local agency, or from participating in any investigation or proceeding with such an agency, he will not personally recover monies, and expressly waives the right to recover such monies, for any complaint or charge filed against the Releasees with any federal, state or local board, agency or court.

- 5. Employee agrees that he will not apply for, nor otherwise seek or accept, employment or re-employment with the Agency or any of its related or successor companies, and he forever releases and discharges the Agency and its related or successor agencies from any obligation to consider him for employment or re-employment in any capacity.
- 6. Any prior agreements between Employee and the Agency that impose confidentiality, nondisclosure, non-competition, non-solicitation and/or other post-employment obligations upon him shall remain in force and effect. In addition, from and after the Effective Date, Employee agrees not to divulge or use to the detriment of the Agency, his benefit, or the benefit of any other person, any proprietary or confidential information or trade secrets related to the Agency including, without limitation, the Agency's trade secrets or other intellectual property rights, personnel information, know-how, customer lists, pricing information or other confidential or proprietary data, including information acquired in connection with his employment by the Agency (collectively, "Confidential Information"). On or before the Effective Date, Employee shall immediately deliver to the Agency all Agency memoranda, books, papers, letters and other data and all copies thereof, whether or not such materials contain Confidential Information, then in the possession or control of Employee. Confidential Information does not include information

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which (i) has become publicly known and made generally available through no wrongful act of Employee, or (ii) has been rightfully received by Employee from a third party who is authorized to make such disclosure.

- 7. If he has not done so already, Employee shall return to the Agency all of its property in his possession including, but not limited to, all corporate credit cards, computers, laptops, cell phones, blackberries, accessories, books, records, documents, data, and other materials and equipment owned by the Agency. All information or data of any type, whether created, sent or received by Employee on any computer, e-mail system or other electronic medium to which he has been provided access by the Agency is solely and exclusively the property of the Agency. Employee shall have no ownership or other rights or any expectation of privacy with respect to any such material or content.
- 8. Employee and the Agency agree to maintain in confidence and not to disclose the terms of this Agreement, including but not limited to the amount of same and/or any facts surrounding Employee's employment and separation from employment. It shall not be considered a breach of the obligation of confidentiality for Employee to make disclosure of the settlement terms to his immediate family (who shall first be expressly advised of, and also be bound by, the same requirement of confidentiality), or to make disclosure of the settlement terms and the underlying events in order to obtain private and confidential legal, tax or financial advice, or to respond to any inquiry from any governmental entity or agency regarding a tax filing or in response to a court order. Employee agrees that if he is served with or otherwise receives notice of any such court order, or if he believes such disclosure is required by any state or federal law, he shall immediately provide written notice to the Agency so that it may be afforded the opportunity to oppose same prior to any such disclosure. It shall not be considered a breach of the obligation of

confidentiality for the Agency to make disclosure of the terms of this Agreement to the extent necessary to obtain approval for, and as required for implementation of, the terms, or for purposes of reporting this Agreement internally, or as part of normal external disclosure of financial information to an auditor, or as required by taxing or other governmental authorities. Employee and the Agency represent that no unauthorized disclosures concerning the terms of the Agreement were made prior to signing this Agreement. In the event Employee is asked about the terms of this Agreement, he may state that he and the Agency have separated their employment relationship in an amicable manner.

- 9. Any breach by Employee of the obligations under Paragraphs 6 through 8 of this Agreement shall be considered a material breach of this Agreement. Employee acknowledges and agrees that, in the event of such a breach or threatened breach by him, the Agency, in addition to any other rights and remedies it may have, shall be entitled to appropriate injunctive relief, and shall further be entitled to recover its reasonable costs and attorneys' fees incurred in seeking relief for any such breach or threatened breach.
- 10. Employee and the Agency agree that they will not criticize, denigrate, or disparage each other as set forth herein. To that end, Employee will not make any comments or statements to the press, the Agency's current or former employees, any individual or entity with whom the Agency has a business relationship, or any other person if such comment or statement could be likely to adversely affect the conduct of the business of the Agency, or any of the plans, prospects, or business reputation of the Agency. To the extent either Employee or the Agency are legally required to disclose to a governmental entity or other third party the reason(s) for Employee's separation from the Agency, the Agency or Employee shall provide only his dates of employment and positions held. Any prospective employer of Employee shall be informed that

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such limited information is disclosed in accordance with the Agency's policy. Employee should direct any inquiries to **INSERT NAME**. By agreeing to this provision, the Agency is not accepting liability for statements made by current or former employees made outside the scope of employment.

- 11. Employee acknowledges that the only consideration he has received for signing this Agreement is that set forth herein. No other promise, inducement, threat, agreement or understanding of any kind or description has been made with him or to him to cause him to enter into this Agreement. Employee further acknowledges that the consideration he is receiving from the Agency through this Agreement is greater than any amount he would otherwise be entitled to from the Agency.
- 12. Employee understands that he has been given a period of forty-five (45) calendar days to review and consider this Agreement before signing it. He also understands that he is free to use as much of the forty-five (45) day period as he wishes or considers necessary before deciding to sign this Agreement. Employee may revoke his signature of the Agreement within seven (7) calendar days of signing it by delivering written notice of revocation to **INSERT NAME**. If Employee has not revoked his signature of this Agreement by written notice received within the seven (7) day period, it becomes effective immediately thereafter.
- 13. Employee agrees that he has had the opportunity to review this Agreement with an attorney, that the Agency recommends that he review this Agreement with an attorney, and that he fully understands the terms and conditions of this Agreement. Employee further acknowledges that he accepts the terms of this Agreement and enters into it freely, voluntarily, and without duress or coercion.

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14. Should any provision of this Agreement be declared or determined by any court of

competent jurisdiction to be illegal, invalid or unenforceable (except for Paragraph 3), the

legality, validity and enforceability of the remaining parts, terms or provisions shall not be

affected thereby and said illegal, unenforceable or invalid part, term or provisions shall be

deemed not to be part of this Agreement.

15. This Agreement shall be governed by New Jersey law, and the courts of the State of New

Jersey, either federal or state, shall have jurisdiction over, and be the proper venue for, any

disputes arising out of this Agreement.

16. This Agreement sets forth the entire understanding and agreement between the Parties

and, except as set forth in the first sentence of Paragraph 6 of this Agreement, fully supersedes

any and all prior contracts or agreements between the Parties pertaining to compensation or

severance, and it likewise fully supersedes any and all other conflicting agreements or

understandings between the Parties.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS SEPARATION AGREEMENT AND GENERAL RELEASE AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE AND WAIVER OF CLAIMS SET FORTH ABOVE. I FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS SEVERANCE AGREEMENT AND GENERAL RELEASE, THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND BEEN ENCOURAGED TO HAVE THIS

AGREEMENT REVIEWED BY AN ATTORNEY.

Employee	
Dated:	
INSERT AGENCY NAME	
By:	
Dated:	