RESIGNATION AGREEMENT

Jeff Lempicki ("Lempicki") and the **Township of Brick** ("Township"), in consideration of the mutual promises contained in this Agreement, hereby agree as follows:

1. Lempicki agrees to resign his employment, in lieu of termination, effective March 25, 2011. An irrevocable letter of resignation is attached hereto as Exhibit A. The resignation will be effective upon execution of this Agreement.

2. In consideration of Lempicki's irrevocable resignation, the Township agrees to cease its investigation into Lempicki's positive drug test. The cessation of investigation into the drug test does not cover any criminal investigation that the Police Department may be conducting with Lempicki as the target of said investigation.

3. As a result of his resignation, Lempicki will receive a lump sum payment of his accumulated pro rated time related benefits to which he is entitled per the collective bargaining agreement between the Township and the PBA. A check in the amount of $4,165.00 will be forwarded to Lempicki at the next payroll cycle, less all standard and ordinary deductions. Lempicki acknowledges that he is not due any further amounts from the Township.

4. This settlement shall be confidential and shall not be disclosed by any party hereto, unless required by law.

5. Lempicki hereby waives and releases any claim he may have, whether known or unknown, against the Township, its employees, agents, representatives or elected officials, from the beginning of time until the date of this Release. This waiver and release shall include, but is not limited to, any claim under the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, any State or Federal civil rights claim, any claim under

any contract of employment, whether written, implied or oral, and any other claim that arising out of his employment or this Agreement.

6. Lempicki acknowledges that he is in possession of a canine, Kaden. Lempicki hereby agrees, that if he is to retain Kaden as his dog, he must sign the K-9 Agreement attached hereto as Exhibit B.

7. The Township agrees not to oppose Lempicki's application for unemployment benefits, if any, and will truthfully report to unemployment that Lempicki resigned his employment in lieu of being terminated.

8. Lempicki hereby acknowledges that his employment relationship with the Township has ended. Lempicki agrees that he has no right to work for the Township or apply to work. If he should apply in the future to become an employee of the Township in any capacity, Lempicki agrees that the Township or its departments, affiliates or subdivisions, have no obligation, contractual, statutory, regulatory or otherwise, to hire or employ him in the future and can ignore his application or reject it and Lempicki shall have no legal or equitable recourse as a result of such ignorance or rejection.

9. This Agreement 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.

10. Lempicki acknowledges that he consulted with his own retained attorney before agreeing to these terms and signing this Agreement; that he has been represented by counsel during the entire course of negotiations over the terms of this Agreement; that he has carefully

read and fully understand all of the provisions of this Agreement; and that he has had adequate time to review the release contained herein.

11. This Agreement constitutes 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. Each party agrees to be responsible for their own attorney's fees and costs associated with the disciplinary matters referenced herein.

Date: 3/25/11

JEFF LEMPICKI

TOWNSHIP OF BRICK

By: _____

Date: 3/25/11

Title: _____

GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

Jeff Lempicki ("Lempicki"), being of full age, hereby provides the **Township of Brick ("Township")**, its agents, employees and elected officials, both past and present, with the following General Release and Indemnification Agreement, the consideration for which is acknowledged by both parties.

Whereas, Lempicki has a canine, "Kaden", that the Township has utilized as a canine unit with Lempicki, and

Whereas, the Township paid for Lempicki to attend K-9 training and paid Lempicki for his time with and care of the canine "Kaden" and for training; and

Whereas, the Township has paid for the canine's food and veterinarian visits;

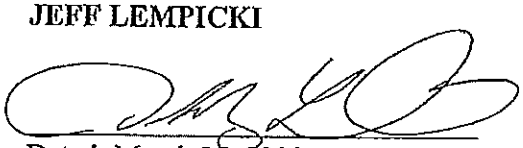
Now, in consideration for the mutual promises set forth in the attached Settlement Agreement, ownership of the canine Kaden shall transfer to Lempicki and Lempicki agrees as follows:

1. Lempicki is solely responsible for the canine "Kaden", for the canine's care and well-being, without any further remuneration from the Township or cost outlays for the canine, including food or veterinarian visits.
2. Lempicki releases the Township, its agents, employees and elected officials, both past and present, from any and all liability, now and in the future, related to Lempicki's transfer of ownership and retention of possession of the canine "Kaden".
3. Lempicki hereby agrees to indemnify and hold harmless the Township in connection with any liabilities that he may have occasioned by his ownership and

retention of possession of the canine, including but not limited to lawsuits, civil judgments, actions or fines, based on the actions or conduct of the canine "Kaden".

4. Lempicki acknowledges that he has read this General Release and Indemnification Agreement, that he understands this Agreement and that he is voluntarily entering into this Agreement.

JEFF LEMPICKI



Dated: March 25, 2011