

AMENDED AND RESTATED AGREEMENT AND RELEASE

This Agreement, dated this 17 day of January, 2014, by and between the Commonwealth of Pennsylvania, Pennsylvania Game Commission Board of Commissioners (the "Board"), and Carl Roe ("Roe"), Executive Director of the Pennsylvania Game Commission.

WHEREAS, Roe has announced his retirement from the Pennsylvania Game Commission effective January 17, 2014; and

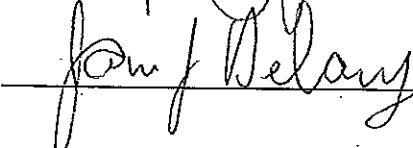
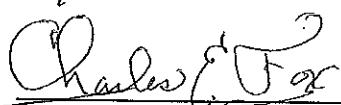
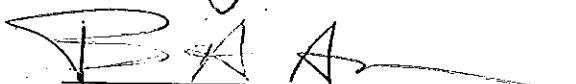
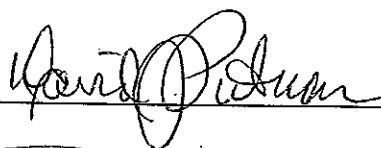
WHEREAS, the parties have entered into this Agreement to settle potential legal claims the parties may have made against each other.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Roe and the Board agree that Roe's retirement date from the Pennsylvania Game Commission will be January 17, 2014.
2. Roe and the Board have entered into this agreement to settle potential legal claims that the parties might have made against each other and, in consideration of such settlement, Board agrees to pay Roe from the Game Fund the sum of \$220,000.00 as soon as practically possible.
3. The payments listed above in Paragraph two (2) of this agreement be made to Roe, the payments shall be in addition to any regular payment and benefits and shall not be compensation but shall be consideration for settlement of potential legal claims.
4. In consideration of the payments as set forth above, Roe agrees to waive and release the Board and the Game Commission from any and all claims, causes of action, Complaints, appeals, rights of return pursuant to the Civil Service Act or any other legal, administrative or employment related action, whether existing now or in the future. Roe further agrees to testify at any proceeding on behalf of the Commission regarding anything that took place during his tenure as Executive Director without remuneration except travel costs.
5. Roe and the Board agree by and between themselves that any and all communications (written or oral), discussions, information or actions occurring during the time Roe was Executive Director shall and will be kept confidential by both Roe and the Board and Commission staff, to the fullest extent allowed by law. It is permissible for communications, discussion, information or actions to be shared between the Board and its staff and Roe, or as required by subpoena, Court Order or law of general applicability, as long as both parties take all reasonable steps to maintain the confidentiality of such communications, discussion, information and action, including the referral to appropriate attorneys for protective actions.

6. If Roe fails to maintain confidentiality, the Commission may charge back all sums paid pursuant to this Agreement.
7. Any communications about this arrangement shall be mutually agreed upon by Roe and the Board of Commissioners.
8. The contents and stipulations of this agreement shall be considered confidential and a personnel action not releasable to the public. This agreement is not subject to the Right to Know Act. The full fair and adequate consideration for the confidentiality provisions of this Paragraph 8 and of the above Paragraph 5 is \$100.00.
9. Upon execution by all parties, approved as to form and legality by agency counsel and the office of attorney general, as well as approved by the Comptroller, the provisions of any prior agreements with respect to the separation of Mr. Roe and the potential claims of the parties with regard to his separation, are amended as set forth herein.

BY THE BOARD:

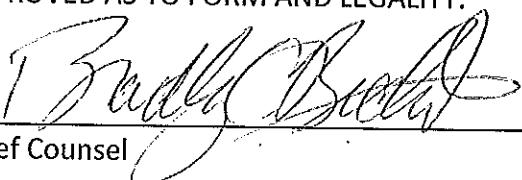


By Carl Roe



Carl Roe
Executive Director

APPROVED AS TO FORM AND LEGALITY:



Chief Counsel

Office of Attorney General