

GENERAL RELEASE

THIS GENERAL RELEASE (the "Release") is made and entered into by []

[] and [], both now or formerly of Lowell, Massachusetts.

NOW, THEREFORE, in consideration of the sum of Sixty Thousand Dollars (\$60,000.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [] and [] ("Releasers") agree, covenant and declare as follows:

1. **Background**

[] has claimed that a now deceased Oblate priest engaged in inappropriate sexual conduct with her. In order to resolve this claim and without any admission of liability, the U.S. Province of the Missionary Oblates of Mary Immaculate, Inc., the Society of Oblate Fathers for Missions Among the Poor, the Roman Catholic Archbishop of Boston, a Corporation Sole, and the Archdiocese of Boston ("Releasees") agree to pay the sum of SIXTY THOUSAND DOLLARS (\$60,000.00) in consideration of (1) the full, irrevocable, and unconditional release of the parties identified in Paragraph 2 of this Release and (2) certain further promises and warranties by the Releasers. This is a complete, final, full, and irrevocable release in full satisfaction and compromise of all claims of every kind and description. The parties intend that this Release will end forever any lawsuits, claims, or other action by the Releasers arising out of or related to the act or acts of abuse that form the basis of the claim by [] against the Releasees. The payment to [] is to compensate her for her alleged physical injury or sickness arising from the claimed abuse.

2. General Release

The Releasors do hereby, and each of them, for themselves and for their respective successors, agents, insurers, predecessors, assigns, heirs, personal representatives, administrators, beneficiaries, executors, and legal representatives, jointly and severally, expressly release, acquit, remise, absolve and forever discharge (a) the U.S. Province of the Missionary Oblates of Mary Immaculate, Inc. (the U.S. Province) and any of their respective superiors, officers, employees, members, agents, assigns, heirs, personal representatives, attorneys, administrators, executors, beneficiaries, insurers, successors, predecessors, parent corporations, subsidiaries, affiliates, divisions, and other related entities, (b) the Society of Oblate Fathers for Missions Among the Poor (the Society of Oblate Fathers) and any of its respective superiors, officers, employees, members, agents, assigns, heirs, personal representatives, attorneys, administrators, executors, beneficiaries, insurers, successors, predecessors, parent corporations, subsidiaries, affiliates, divisions, and other related entities, and (c) the Roman Catholic Archbishop of Boston, a Corporation Sole, and the Archdiocese of Boston and any of their respective superiors, officers, employees, members, agents, assigns, heirs, personal representatives, attorneys, administrators, executors, beneficiaries, insurers, successors, predecessors, parent corporations, subsidiaries, affiliates, divisions, and other related entities, from all claims, actions, causes of action, suits, damages, costs, fees, expenses, judgments, executions, agreements, controversies, debts, dues, complaints, and demands of every kind and description, whether administrative, judicial, or otherwise, in law or in equity, whether known or unknown, anticipated or unanticipated, direct or indirect, which they, or either of them ever had, now has, or hereafter can, shall or may have on or by reason of statutory or common law, or any other federal, state, or local law or regulation,

from the beginning of time until the date of this Release.

3. No Admissions

The consideration for this Release is in the nature of a compromise and settlement, and the Releasors and Releasees agree that this Release is not and shall not be considered an admission of liability, all liability being expressly denied.

4. No Further Contact Regarding Claim

The Releasors covenant and agree to have no further contact with the U.S. Province and the Society of Oblate Fathers identified in Paragraph 2 related to the claim made by , but this covenant does not apply to spiritual and/or pastoral matters or worship unrelated to the claim.

5. Indemnification by Releasors

The Releasors agree that they shall defend, indemnify, save and hold harmless the Releasees from and against any and all losses, claims, expenses, attorney's fees, demands or cause of action of any kind or character which relate to, pertain to, or arise from the claim of as referenced in Paragraph 1 above, including but not limited to claims alleging loss of consortium or emotional distress.

6. Payment of Medical Bills

The Releasors agree that the U.S. Province and the Society of Oblate Fathers will reimburse the Releasors for outstanding bills incurred by the Releasors which were submitted for payment to the U.S. Province and the Society of Oblate Fathers on or before June 5, 2007, and which related to medical treatment received by the Releasors or as a result of the claim made by . The Releasors agree that the U.S. Province and the Society of Oblate Fathers will not be responsible for the payment of any medical bills submitted by the

Releasors after June 5, 2007, whether or not the medical treatment referenced in the bill was received by the Releasors or [] [] before June 5, 2007. The Releasors and [] [] after the date of this Release, shall still be eligible to participate in the continued therapy and healing program offered by the RCAB through its Office of Pastoral Support and Outreach.

7. **Full Defense**

This Release may and shall be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted or maintained in breach thereof.

8. **Entire Agreement**

This Release sets forth the entire understanding of the parties hereto with respect to the subject matter herein and it shall not be changed or terminated orally. There are no other warranties or representations made or relied upon by any of the parties to this Release other than those expressly set forth in said Release. This Release shall be construed in accordance with the laws of the Commonwealth of Massachusetts, applicable to contracts and instruments of release made and to be performed in that jurisdiction, without reference to any provisions relating to conflicts of law.

9. **Representations and Warranties**

In connection with the negotiation and execution of this Release, the Releasors have had the benefit of the advice of independent legal counsel and other professionals of their own choosing. The Releasors acknowledge that counsel has explained the terms, conditions, and implications of this Release to them, and they represent that each of them has completely read and fully understands this Release and voluntarily accepts and enters into it. The Releasors

represent that each is over the age of majority, is of sound mind and competent to sign this Release. The Releasors further state and warrant that they are the sole owners of the claim involved, and that such claim has not been assigned, encumbered, or transferred

10. Partial Invalidity

In the event that any part of this Release should be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the rest of the Release shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Release did not contain the particular part held to be invalid or unenforceable.

IN WITNESS WHEREOF, each of the Releasors has set his or her hand and seal to this Release as of the date written below.

Executed this 22nd day of July, 2007

[Redacted signature box]

[Redacted signature box]

[Redacted signature box]

[Redacted signature box]