

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Agreement made this [redacted] day of [redacted], [redacted] by and between [redacted]

[redacted] and [redacted], of [redacted] New Hampshire, and THE ROMAN

CATHOLIC BISHOP OF MANCHESTER, a corporation sole of Manchester, New Hampshire,

WITNESSETH that:

WHEREAS, [redacted] a married person, has brought suit against the Roman

Catholic Bishop of Manchester, a corporation sole and others, entitled [redacted] v. Gordon

MacRae and the Roman Catholic Bishop of Manchester, Inc., docket no. [redacted] now pending

in the [redacted] County Superior Court, [redacted] and has alleged other matters

beginning in July 1979; and

WHEREAS, [redacted] was married to [redacted] following commencement of

his suit as aforesaid; and

WHEREAS, the Roman Catholic Bishop of Manchester, a corporation sole, has denied

and continues to deny any liability for damages allegedly suffered and claimed by [redacted]

and deny his entitlement to any relief in connection with the above-referenced lawsuit, and states

that under no circumstances shall this agreement be construed as an admission of liability under

any state or federal laws; and

WHEREAS, [redacted] and the Roman Catholic Bishop of Manchester, a

corporation sole, in good faith, have agreed to avoid the expense and time of litigation

proceedings, to resolve all of their differences by this agreement, to keep all information

concerning [redacted] claims, [redacted] claims and [redacted] claims,

allegations and the terms of this settlement as well as [redacted] and [redacted]

settlement completely confidential, and that this agreement adequately resolves all of the differences between the parties;

NOW, THEREFORE, [REDACTED] and the Roman Catholic Bishop of Manchester, a corporation sole, agree, for the consideration and upon the terms set forth in this agreement, that:

1. Upon the execution of this Agreement, [REDACTED] has caused through his counsel to be filed a dismissal with prejudice of his Writ of Summons in [REDACTED] v. Gordon MacRae and the Roman Catholic Bishop of Manchester, Inc., docket no [REDACTED] pending in the [REDACTED] County Superior Court, [REDACTED]
2. [REDACTED] and [REDACTED] do for themselves, their heirs, executors, beneficiaries, administrators, successors and assigns (the foregoing releasing parties being hereinafter referred to as the "Releasers"), hereby release, remise and forever discharge, fully and finally, the Roman Catholic Bishop of Manchester, a corporation sole, the Roman Catholic Bishop of Manchester, Inc., the Roman Catholic Bishop of Manchester, the Diocese of Manchester, all parishes within the Diocese of Manchester, and Gordon MacRae, their past, present and future officers, ministers, clerics, directors, attorneys, agents, servants, representatives, subsidiaries, partners, representatives, employees, predecessors and successors in interest and assigns, affiliates, and all other persons and/or entities to the extent that such other person and/or entity is liable or could be deemed liable by, through, or under them (the foregoing released parties being hereinafter referred to as the "Releasees") of and from any and all past, present or future cause and causes of action, all manner of actions, suits, demands, claims, debts, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, judgments, agreements, premises, variances, trespasses, damages, execution, claims and liabilities of whatsoever kind and

nature, including, but not limited to, any and all claims for bodily or personal injuries, mental anguish, psychological or emotional distress, property damage, medical bills, lost wages, pain and suffering, loss of consortium, and any and all damages and expenses of any nature whatsoever, past, present and future, foreseen or unforeseen, known or unknown, which have been incurred or which may be incurred in the future, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of these presents. Without limiting the generality of the foregoing, this release specifically pertains to all events complained of by [REDACTED] with respect to the claims brought in a certain action entitled [REDACTED] v. Gordon MacRae and the Roman Catholic Bishop of Manchester, Inc., docket no. [REDACTED] [REDACTED] County Superior Court, [REDACTED] ("the Litigation"), including all claims which have been or could have been raised in connection with this proceeding.

3. The Releasors expressly agree that they and their agents, including their counsel, will not, henceforth, at any time, directly or indirectly, publicize, divulge, discuss or disclose any of the allegations, claims, documents, settlement demands, offers, including the terms, provisions and obligations of this Settlement Agreement and General Release, or any other information relating to their claims against the Releasees in any manner whatsoever (including all information related to the claims of [REDACTED] and [REDACTED] and the settlement of those claims, said claims being described in the lawsuits [REDACTED] v. Bishop of Manchester, Inc., Father Gordon MacRae, Father John Doe I and Father John Doe II, docket no. [REDACTED], now pending in the [REDACTED] County Superior Court, [REDACTED] and [REDACTED] v. Roman Catholic Bishop of Manchester and Gordon MacRae, docket no. [REDACTED] pending in the [REDACTED] County Superior Court), except that the Releasors or their agents may disclose such

terms to their legal advisors and accountants as may be necessary to receive professional advice and then only if such persons are expressly made aware of this confidentiality provision; and except as otherwise compelled by final, nonappealable order from a court of competent jurisdiction. Violation of this confidentiality provision by the Releasors or their legal advisors or accountants shall immediately result in cancellation of all obligations of Releasees to Releasors hereunder and the immediate return of all monies paid by Releasees to or on behalf Releasors from Releasors.

4. In consideration of this settlement agreement and in consideration of the below mentioned sum of money, and other good and valuable consideration, [REDACTED] hereby agrees to pay from the settlement proceeds herein described any and all medical bills, property damage claims, attorneys' fees, and medical, wage, attorney, workers' and unemployment compensation liens, and any and all other claims or liens, subrogation rights or other causes of action arising out of the events complained of by [REDACTED] and released herein. [REDACTED] [REDACTED] for and in consideration of the herein mentioned sum of money, and for other good and valuable consideration, hereby agrees to indemnify and hold harmless the Releasees from any and all liens, including but not limited to, wage liens, workers' compensation and unemployment compensation liens, attorney liens, PIP liens, medical liens, and from any and all subrogation rights and other claims and causes of action arising out of the events complained of which may exist or which may hereinafter accrue on account of, or in any way grow out of, the events complained of.

5. Upon execution of this Agreement, and on or before [REDACTED] the Roman Catholic Bishop of Manchester, a corporation sole, agrees to pay, through counsel, the sum of One Hundred Ninety-Five Thousand Dollars (\$195,000) less legal deductions to [REDACTED]

6. It is agreed and understood that this Settlement Agreement and General Release is accepted by the Releasees as a compromise of disputed claims and that it is not to be construed as an admission of liability on the part of the Releasees by whom liability is expressly denied.

7. [REDACTED] and [REDACTED] hereby acknowledge that they fully understand the terms of this Settlement Agreement and General Release and that they voluntarily accept the agreed upon consideration for the purpose of making a full and final compromise, adjustment and settlement of any and all matters with the Releasees.

The terms of this release are contractual and not a mere recital.

IN WITNESS WHEREOF, [REDACTED] AND [REDACTED] having read carefully the foregoing Settlement Agreement and General Release and knowing and understanding its content, and with the advice of counsel, sign the same as their own free act and deed this ___ day of [REDACTED]

WITNESS:

[Handwritten signature of witness]

[REDACTED]

WITNESS:

[Handwritten signature of witness]

[REDACTED]

STATE OF NEW HAMPSHIRE
COUNTY OF [REDACTED]

Before me personally appeared [REDACTED] and took oath that the statements made by him herein are true to the best of his knowledge and belief.

[Signature]
~~Notary Public~~/Justice of the Peace

STATE OF NEW HAMPSHIRE
COUNTY OF [REDACTED]

Before me personally appeared [REDACTED] and took oath that the statements made by her herein are true to the best of her knowledge and belief.

[Signature]
~~Notary Public~~/Justice of the Peace

WITNESS:

[Signature]

THE ROMAN CATHOLIC BISHOP
OF MANCHESTER, a corporation sole

By: Francis V. Christian
Its VICAR GENERAL

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Before me, personally appeared Francis J. Christian on behalf of The Roman Catholic Bishop of Manchester, a corporation sole, and took oath that the statements made by him on behalf of the Roman Catholic Bishop of Manchester, a corporation sole, herein are true to the best of his knowledge and belief.

[Signature]
~~Notary Public~~/Justice of the Peace

My commission expires 10/01/02

CLAIM NO: [REDACTED] BRANCH NO.: 019 NO. 0010118297

CLAIMANT: [REDACTED] ACC. DATE: [REDACTED] VN. [REDACTED]

DESCRIPTION: Full & Final Settlement DATE [REDACTED]

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Gallagher Bassett Serv, Inc.
as Claims Administrator

NO. 0010118297

CLAIM NO.: [REDACTED]

BRANCH NO.: 019

VN. [REDACTED]
DATE: [REDACTED] 02-20/311

PAY ***One hundred ninety-five thousand dollars and no cents***

NOT VALID AFTER 90 DAYS
PAY EXACTLY
\$ ***195,000.00***

TO THE ORDER OF [REDACTED] and his attorney, Robert Upton, II
10 Centre Street
Concord, NH 03301

CITIBANK N.A.
PROCESSED BY
CITIBANK (DELAWARE)

Raymond L. Dumont
AUTHORIZED SIGNATURE

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