

Copy: Sr Kila's file  
Rev John Cotter ✓

RELEASE OF ALL CLAIMS

In consideration of Ninety-five Thousand Dollars (\$95,000.00), the Receipt whereof is hereby acknowledged, [REDACTED], hereby remises, releases and forever discharges the Roman Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests incardinated to the Roman Catholic Archdiocese of Boston, all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole or the Archdiocese of Boston, their agents, servants, employees, officers, trustees, directors and independent contractors, and the Estate of Rev. John Cotter, of and from all debts, demands, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in LAW and in EQUITY, including, without limitation, any and all claims for past, present or future physical, mental and emotional injuries, whether presently known or unknown, any and all claims for punitive or exemplary damages, any and all claims for loss of earning capacity, diminished life expectancy, death, loss of consortium, loss of society, physical and mental anguish, infliction of emotional distress, pain and suffering, legal fees and expenses, any and all claims for violations of Massachusetts General Laws Chapter 93A and Chapter 176D, and any and all liens asserted, or which may hereafter be asserted, known or unknown, as a result of any claim herein released, which against the said Roman Catholic

Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests incardinated to the Roman Catholic Archdiocese of Boston, all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole or the Archdiocese of Boston, their agents, servants, employees, officers, trustees, directors and independent contractors, and the Estate of Rev. John Cotter, I now have or ever had from the beginning of the world to this date, including all claims asserted by me in the suit brought by me, ██████████ in the legal action of ██████████ et als v. The Roman Catholic Archbishop of Boston, a Corporation Sole, et als in Suffolk Superior Court, Civil Docket Number ██████████.

I further agree that this settlement is in full compromise of a disputed claim both as to the question of liability and as to the nature, extent and permanency of all injuries and damages, and that the payment is not to be construed as an admission of liability on the part of the Roman Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests incardinated to the Roman Catholic Archdiocese of Boston, all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole or the Archdiocese of Boston, their agents, servants, employees, officers, directors and independent contractors, and the Estate of Rev. John Cotter, all of whom expressly deny liability. No promise or inducement which is not

herein expressed has been made to me and in executing this Release, I do not rely upon any statement or representation made by any person, firm or corporation hereby released, or any agent or other person representing them or any other concerning the nature, extent, or duration of said damages or losses, or the legal liability therefore.

It further is expressly agreed by and among all of the parties to this Release, as well as their attorneys, agents, servants, employees and insurers, that they will maintain the confidentiality of the facts of this settlement and the specific terms thereof. No party, nor a party's attorney, agent, servant, employee or insurer, shall disclose or cause to be disclosed, directly or indirectly, to any person, corporation or entity not a party to this Release, including but not limited to any form of print or broadcast media, the names of any parties described herein, the existence of any claims against the released parties, the fact of this settlement, the terms or amounts of this settlement, any facts or circumstances leading to the completion of this settlement or the alleged facts and circumstances giving rise to any claims described herein unless in response to a lawfully issued subpoena from a duly constituted Grand Jury or by court order. This clause shall not prevent [REDACTED] from disclosing or discussing any aspect of the alleged conduct of Rev. Cotter or The Roman Catholic Archbishop of Boston, a Corporation Sole, with a mental health professional, physician, attorney, licensed clergy or with his partner or immediate family (spouse, children, parents,

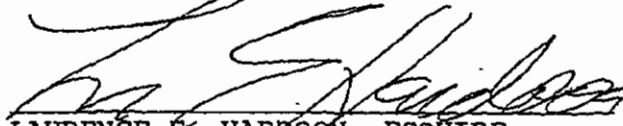
siblings), or with any close personal friends with whom he has previously discussed this matter. He may also disclose or discuss his experience as an adult survivor of childhood sexual abuse, but may not identify Rev. Cotter, The Roman Catholic Archbishop of Boston, a Corporation Sole, or the Roman Catholic Archdiocese of Boston, directly or indirectly. Prior to making any disclosures to any of the above named persons, [REDACTED] shall inform said person of the confidentiality requirements of this clause and shall obtain from them their agreement to honor such confidentiality. This clause shall not be construed to prevent or inhibit [REDACTED] from any involvement or work of any kind on behalf of children, victims or survivors of sexual abuse, including writing, group involvement, speaking, lobbying, or other forms of activity, providing he does not reveal information that identifies Rev. Cotter, The Roman Catholic Archbishop of Boston, a Corporation Sole, or the Roman Catholic Archdiocese of Boston as specified herein.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the same as my own free act.

Witness my hand and seal this 15 day of May  
, 1995.

[REDACTED SIGNATURE]

AGREED AND ASSENTED TO:



LAURENCE E. HARDOON, ESQUIRE  
HARDOON & BALL  
MARKETPLACE CENTER  
TWO HUNDRED STATE STREET  
BOSTON, MA 02109

COUNSEL FOR 