, has asserted a civil liability claim against the undersigned

BRIDGEPORT ROMAN CATHOLIC DIOCESAN CORPORATION, also known as the DIOCESE OF BRIDGEPORT (hereinafter referenced as the "DIOCESE"), which is a Connecticut corporation whose principal office is located in Bridgeport, Connecticut, which claim is based on the alleged activities of Laurence F.X. Brett, also known as Lawrence F.X. Brett, and formerly known as Reverend Laurence F.X. Brett, while Brett was in the State of California during the 1960's, and

WHEREAS, the TRAVELERS INDEMNITY COMPANY, also known as THE TRAVELERS INSURANCE COMPANY, which is a Connecticut corporation whose principal office is in Hartford, Connecticut, is under contract to provide the DIOCESE with liability insurance coverage which may extend to above-referenced claim against the DIOCESE;

WHEREAS, the undersigned parties desire to obtain a compromise resolution and termination of the above-referenced claim of against the DIOCESE and all liability insurance coverage issues relating to that claim and to protect all of the parties to that claim and related insurance coverage issue, and persons and organizations affiliated and associated with those parties, from any potentially harmful publicity relating to the subject matter of that claim and related coverage issues;

NOW THEREFORE, the undersigned parties hereto, in consideration of the above premises and the covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. That in exchange for payment by the TRAVELERS INDEMNITY COMPANY of the sum of to the aforesaid , by check payable to

> said does hereby accept said payment in full and final satisfaction of any and all claims or possible causes of action which he or his heirs, executors, administrators or assigns may now have, or hereinafter might possibly have, in any way relating to any alleged activity of the aforesaid Laurence F.X. Brett, against the DIOCESE OF BRIDGEPORT and/or THE TRAVELERS INDEMNITY COMPANY and/or any persons now or formerly affiliated with either of said corporations;

insurers and government officials with a genuine need to know, or as otherwise ordered by a court of competent jurisdiction) any information relating to any of the aforesaid claim and coverage issues or any details of this settlement and resolution of that claim and related coverage issues;

3. That each of the undersigned parties hereby recognize and acknowledge to each other that any breach of the confidentialitynondisclosure commitment contained in the preceding paragraph could cause potentially significant harm to any and all of the parties to this agreement and to persons and organizations associated or affiliated with any of those parties, and for that reason that any breach of that commitment could render any person or persons, who might be responsible for any such breach, legally liable to compensate any party who might be harmed by any such breach.

Dated at	, California on this day of May 1994.
	-

STATE OF CALIFORNIA

MAYW, 1994

COUNTY OF LOS ANGELES

Then and there personally appeared the above-identified who executed the foregoing SETTLEMENT AND CONFIDENTIALITY AGREEMENT and acknowledged his execution of said AGREEMENT to be his free act and deed for the purposes stated in that AGREEMENT, before me the undersigned authority.

SS

OFFICIAL NOTARY SEAL **GUIDO ESPADA** Notary Public -- California LOS ANGELES COUNTY vly Comm. Expires JUN 09,1995

Notary Public / My Notary's Commission Expires: 06/09/91

Dated at Bridgeport, Connecticut this 31st day of May 1994.

THE BRIDGEPORT ROMAN CATHOLIC DIOCESAN CORPORATION

[L.S.] Edward M. Egan Its Bishop and President

Then and there personally appeared Edward M. Egan, the Bishop and President of the Bridgeport Roman Catholic Diocesan Corporation, who signed the foregoing SETTLEMENT AND CONFIDENTIALITY AGREEMENT on behalf of the BRIDGEPORT ROMAN CATHOLIC DIOCESAN CORPORATION and who acknowledged his execution of said AGREEMENT to be the free act and deed of both himself and of said corporation for the purposes stated in that Agreement, before me the undersigned authority.

Mauren K. Ciser

Notary Public My Notary's Commission Expires: 5.31.97

Dated at Hartford, Connecticut this

H JUNE. day of May 1994.

## THE TRAVELERS INDEMNITY COMPANY

BY Edward P Mr Grath

Edward P. McGrath Its Director, Strategic Claims Division

STATE OF CONNECTICUT : JUNE : SS JUNE COUNTY OF HARTFORD : JUNE : SS JUNE :

Then and there personally appeared Edward P. McGrath, Director, Strategic Claims Division, Travelers Indemnity Company., who signed the foregoing SETTLEMENT AND CONFIDENTIALITY AGREEMENT on behalf of the TRAVELERS INDEMNITY COMPANY and who acknowledged his execution of said AGREEMENT to be the free act and deed of both himself and of said corporation for the purposes stated in that Agreement, before me the undersigned authority.

Denter

Notary Public My Notary's Commission Expires: April 1, 1999