

REDACTED

CONFIDENTIAL RECEIPT,
RELEASE AND INDEMNITY AGREEMENT

This is a confidential receipt, release and indemnity agree-
ment (hereinafter referred to as the "Release") executed by

[REDACTED]

* * * * *

Definitions

As used herein:

1. [REDACTED] shall mean [REDACTED] and his suc-
cessors, assigns, heirs, executors, administrators, parents, sib-
lings, agents, servants, employees, legal representatives, and
any and all other affiliated or related persons, firms or corpo-
rations (including insurers) and all persons, firms or corpora-
tions which may have or claim an interest by or through him.

2. "The Bishop" shall mean the Roman Catholic Bishop of
Louisville, a corporation sole, and its successors, assigns,
heirs, executors, administrators, agents, servants, employees,
parishioners, parishes, insurers, officers, directors, legal rep-
resentatives, subsidiaries, sister and parent corporations and
any and all other affiliated or related persons, firms or
corporations.

3. "Kelly" shall mean Archbishop Thomas C. Kelly, O.P. and
his successors, assigns, heirs, executors, administrators, insur-
ers, agents, servants, employees, affiliates, legal representa-

[REDACTED]

REDACTED

tives, and any and all other affiliated or related persons, firms or corporations.

4. "St. Rita" shall mean St. Rita Parish and its agents, servants, employees, insurers, legal representatives, parishioners, and any and all other affiliated or related persons, firms or corporations.

5. "St. Dominic" shall mean St. Dominic Parish and its agents, servants, employees, insurers, legal representatives, parishioners, and any and all other affiliated or related persons, firms or corporations.

6. "USCC" shall mean the United States Catholic Conference, Inc. and its successors, assigns, heirs, executors, administrators, agents, servants, employees, officers, directors, shareholders, legal representatives, insurers, subsidiaries, sister and parent corporations and any and all other affiliated or related persons, firms or corporations.

7. "Clark" shall mean the Reverend Daniel C. Clark and his successors, assigns, heirs, executors, administrators, agents, servants, employees, legal representatives, insurers, and any and all other affiliated or related persons, firms or corporations.

8. "CU" shall mean Commercial Union Insurance Company and its successors, assigns, heirs, executors, administrators, agents, servants, employees, adjusters, officers, directors, shareholders, legal representatives, subsidiaries, sister and

CLARK.DOC 0203

REDACTED

parent corporations and any and all other affiliated or related persons, firms or corporations.

9. "The Suit" shall mean the civil action now pending in the Commonwealth of Kentucky, Jefferson Circuit Court, [REDACTED] and styled, [REDACTED]

10. "The Incident" shall mean the act or series of acts giving rise to and which are the subject of the Complaint in the Suit and which were the subject of a criminal proceeding in the Commonwealth of Kentucky Jefferson Circuit Court, Division Nine (9), Criminal Action No. 88-CR-1051 and styled Commonwealth of Kentucky v. Rev. Dan C. Clark.

11. "The Releasees" shall mean the Bishop, Kelly, St. Rita, St. Dominic, USCC, Clark and CU as defined herein.

Binding Effect of this Release

This Release shall bind [REDACTED] and is for the benefit of Releasees.

Effect of the Foregoing

All of the foregoing provisions are a part of this Release and are not mere recitals.

Receipt, Release and Indemnity Provisions

1. In consideration of the sum of [REDACTED] ([REDACTED]) (hereinafter referred to as the "Settlement Amount") the receipt of which is hereby acknowledged, [REDACTED]

CLARK.DOC 0204

REDACTED

fully and forever releases, acquits and discharges Releasees from any and all liability on account of any and all claims, demands, actions or causes of action, whether in law or in equity or otherwise, whether in contract or tort, or pursuant to any statute, ordinance or regulation, whether direct or indirect, whether known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, which [REDACTED] ever had, now has or may have against Releasees. This Release specifically includes, but is not limited to, all claims, demands, causes of action and matters at issue in the Suit or any matters which might or could have been placed at issue in the Suit. Without in any way limiting the generality of this paragraph, this shall be construed as a complete bar against any further prosecution of the Suit.

2. In further consideration of the Settlement Amount, [REDACTED] hereby covenants and agrees to bring or assert no other claims, demands or causes of action arising out of or related to the Incident or the Suit or the adjustment or settlement of the Suit.

3. [REDACTED] hereby acknowledges that the acceptance of the Settlement Amount is in full accord and satisfaction of all the claims asserted or which could or might have been asserted in the Suit and that the payment of the Settlement Amount is not an admission of liability on the part of Releasees but is made solely in order to compromise a disputed and doubtful claim for

CLARK.DOC 0205

REDACTED

the purpose of avoiding litigation and [REDACTED] hereby further acknowledges that Releasees expressly deny liability.

4. [REDACTED] agrees and understands that it is the objective and intention of Releasees that they be released from any and all liability arising out of or related to the injuries or damages as a result of or related to the Incident, the Suit (including the defense, adjustment or settlement of the claims asserted in the Suit), and any and all other suits or claims by [REDACTED] or anyone claiming injury as a result of the Incident or the Suit.

Therefore, [REDACTED] hereby covenants and agrees to defend, hold harmless and to indemnify Releasees from any and all claims, causes of action, demands or suits of any kind (including those alleging negligence of Releasees) which have been or may be brought by [REDACTED], anyone who claims rights by or through [REDACTED], or anyone claiming injury or damages as a result of the Incident or the events giving rise to the Incident, or for any amount that Releasees may hereafter be compelled to pay on account of or related to the Suit or the Incident. This paragraph specifically includes, but is in no way limited to:

A. Any claims by any person, firm or entity which paid for or provided health care or other services to [REDACTED] or any subrogation claims whatsoever which may be asserted on account of the injuries and damages to any person as a result of the Suit or the Incident; and

[REDACTED]

REDACTED

B. Any claims, demands or suits by any health care providers who provided or will provide medical or other health services to or for the benefit of [REDACTED] or anyone alleged to have been injured as a result of the Incident or for any injuries arising from or related to the Incident.

5. [REDACTED] agrees and promises that he, and those acting on his behalf, will keep the terms, amount and fact of the Release, the terms, amount and fact of the settlement the Release represents, and the Settlement Amount completely confidential. [REDACTED] agrees and promises that he will not disclose or permit those acting on his behalf to disclose the terms, fact or amount of the Release, the settlement represented by the Release or the Settlement Amount. [REDACTED] agrees that if the terms or any term of this paragraph are breached, the Settlement Amount will be returned and this Release shall not be otherwise affected. This paragraph shall not apply to disclosures by [REDACTED] to his attorneys, accountants or tax advisors, but each shall be advised of the terms of this paragraph upon such disclosure.

6. [REDACTED] represents that he has taken into consideration not only the ascertained injuries, claimed liability and damages, but also the possibility that the injuries he claims to have sustained may be permanent and progressive and that recovery, if any, from the injuries is uncertain and indefinite so that consequences not now anticipated may result. Therefore, [REDACTED] declares that this Release shall apply to all unknown and all unantici-

CLARK.DOC 0207

REDACTED

pated injuries which may arise from the Incident as well as those which are known by him.

7. [REDACTED] hereby acknowledges the sufficiency of the consideration paid for this Release and all the paragraphs contained herein.

8. The Suit shall be concluded by an Agreed Order dismissing all claims with prejudice and acknowledging that the settlement represented by this Release is confidential. [REDACTED] agrees to deliver all documents necessary to achieve a dismissal with prejudice of the Suit.

9. [REDACTED] hereby represents and warrants to Releasees that he executes this Release having had the benefit of advice from his counsel.

10. The sum named herein is the sole consideration for this Release, and the consideration is contractual and not a mere recital.

11. No agreement or promise of any kind whatsoever and not herein expressed has been made to [REDACTED] and this document contains the entire agreement among [REDACTED] and Releasees.

12. If any paragraph or part of this Release is found void or unenforceable, the remainder of this Release shall not be effected thereby.

REDACTED

13. [REDACTED] HEREBY ACKNOWLEDGES AND REPRESENTS THAT HE HAS CAREFULLY READ ALL OF THE FOREGOING AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND ACKNOWLEDGES THAT THIS IS A FULL AND FINAL RELEASE.

* * * * *

[REDACTED]

Commonwealth of Kentucky)
County of Jefferson) SS

Subscribed before me this 5 day of May, 1989 by [REDACTED]

[Signature]
Notary Public

Commission Expires: 3/18/93

HAVE SEEN AND AGREED TO:

[Signature]
Kevin George
Stephen M. George
GEORGE & GEORGE
700 Republic Building
429 West Muhammad Ali Blvd.
Louisville, Kentucky 40202
(502) 569-2727

Counsel for [REDACTED]

[REDACTED]

CLARK.DOC 0209