

CONFIDENTIAL RELEASE AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, MS-11 acting on my own behalf as well as my heirs, executor, administrator, and assigns, forever release, discharge and Indemnify ARCHBISHOP THOMAS C. KELLY, O.P., THE ROMAN CATHOLIC BISHOP OF LOUISVILLE, A CORPORATION SOLE, a not-for-profit corporation, and the estate of FATHER ARTHUR WOOD, individually, (hereinafter collectively referred to as "Releasees"), and all other persons, firms, corporations, or other entities allied with them, their successors and assigns, and all other persons, firms, corporations, or other entities generally related to Releasees, of and from any and all actions, causes of action, claims, demands, costs expenses, and claims for loss of services, destruction of power to labor and earn money, medical expenses, physical and/or emotional pain and suffering, damage to reputation, punitive damages, or any other type of claim, including all claims arising from the defense, adjustment, negotiation, and/or settlement of our claims, or in any way arising from, any and all known and unknown injuries to me caused in any way by the actions or inactions of every kind and description of Releasees also including all known or unknown injuries to me caused since said last involvement up to the date of the execution of this Agreement, resulting from my contact with ANY AND ALL MEMBERS of Releasees, including, but not limited to, the actions or inactions which form the subject matter of my complaint set forth in my meeting with ARCHBISHOP THOMAS C. KELLY,

O.P., acting on behalf of the ROMAN CATHOLIC BISHOP OF LOUISVILLE, A CORPORATION SOLE. The consideration for this full Release is the agreement of Releasees to pay as set forth below the following consideration, the receipt and sufficiency of which is hereby acknowledged, to-wit:

Payment for my future counselling expenses at Our Lady of Peace Hospital from May, 1995, through April, 1998; and

Payment in the sum of TEN THOUSAND FIVE HUNDRED NO/100 DOLLARS (\$10,500.00) to [REDACTED] MS-11 [REDACTED] for which no accounting shall be required, which is reimbursement to him for past counselling expenses incurred as a result of his allegation against FATHER WOOD.

I agree, as further consideration and inducement for this compromise and settlement, that this Release shall apply to all unknown and unanticipated injuries and damages resulting from the matters referred to herein, as well as those injuries and damages now disclosed.

I acknowledge that no representations about the nature and extent of the injuries, disabilities, or damages made by any physician, surgeon, attorney, or agent employed by or acting on behalf of Releasees have induced me to make this settlement, and that I have relied upon my own judgment and my execution of this Agreement is made with informed consent by me.

I further acknowledge that I have never been adjudicated mentally incompetent by any Court of law in any jurisdiction, and that I am legally competent and able to execute this Release and

Indemnification Agreement, and do so willingly and of my own free will.

For the consideration stated herein, I further agree to hold as confidential and not divulge, publish or disclose either the fact of settlement or the amount of settlement in this matter to any person, persons, firm, corporation or entity for any purpose, unless compelled to do so by operation of law. If I breach this Confidentiality Agreement, I agree to pay to Releasees their actual damages, costs and attorney's fees.

I acknowledge there has been no admission of any wrong doing by Releasees and the consideration received herein shall not be construed as an admission of any liability by Releasees.

WITNESS my signature this 25 day of May, 1995.

MS-11

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me by ROBERT MATTINGLY, this 25th day of May, 1995.

My commission expires: November 12, 1996.

Agnes M. Nelson
NOTARY PUBLIC, STATE-AT-LARGE, KY