

GENERAL RELEASE

Definitions

The terms used in this General Release have the following meanings:

1. "We," "us," and "our" mean and and anyone who has or who obtains legal rights or claims from either or both of them.
2. "Released Parties" means all of the following:
 - a. Father Gregory Patejko ("Patejko");
 - b. St. Andrew Catholic Church of Zeeland, North Dakota ("St. Andrew");
 - c. The Diocese of Fargo, North Dakota ("Diocese");
 - d. All entities and persons which have been or are affiliated in any way with Patejko, St. Andrew, and/or the Diocese; and
 - e. All past and present officers, directors, shareholders, agents, employees, representatives, members, predecessors in interest, and successors in interest of the entities and persons mentioned in paragraphs (a) through (d) above.

Our Claims

The claims that we are releasing are any and all legal rights, actions, claims or demands of any kind that we may have against any of the Released Parties for any losses, injuries, damages, or expenses that we suffered as a result of any act or omission committed by any of the Released Parties. The claims that we are releasing include, but are not limited to:

1. Any claims that we presently have or that may arise in the future against any of the Released Parties based upon any sexual, physical, or emotional abuse of , or for any other act or omission committed by any of the Released

Parties before, during, or after any such abuse, whether or not we are presently aware of those claims; and

2. Any claims that we presently have or that may arise in the future against any of the Released Parties based upon any act or omission committed by any of the Released Parties prior to or on the date on which we sign this General Release, whether or not those claims are related to sexual, physical, or emotional abuse of same survivor, and whether or not we are presently aware of those claims.

Agreement to Release Our Claims

In exchange for the "Consideration for Releasing Our Claims," which is described below, we agree to give up all of our claims against all of the Released Parties. We agree that we will not bring any lawsuits, claims, or demands against any of the Released Parties to hold any of the Released Parties responsible or legally obligated to compensate us for our claims. We understand and agree that the consideration that we have received is full and fair compromise consideration for the release of all of our claims against all of the Released Parties. We understand and agree that the Released Parties do not owe us anything in addition to the consideration that we have already received.

We specifically agree to release all unknown and unsuspected claims which may exist in our favor against any or all of the Released Parties, and we specifically and expressly waive all rights under Section 9-13-02 of the North Dakota Century Code, which section provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

Consideration for Releasing Our Claims

We understand and agree that we have received the following from the Released Parties as consideration for releasing our claims:

1. The Diocese has agreed to pay \$,.00 to us within seven (7) days after we sign this General Release; and

2. The Diocese has agreed to pay up to an additional \$,.00 to us over the next three years under the following terms and conditions:

a. The Diocese will reimburse us for expenses that we incur in receiving psychiatric or psychological care from a licensed psychiatrist, psychologist, therapist, counselor, or other health care professional during 1994, 1995, and 1996, within the limits set forth in the next paragraph.

b. The maximum obligation of the Diocese shall be \$,.00 for expenses incurred in calendar year 1994, \$,.00 for expenses incurred in calendar year 1995, and \$,.00 for expenses incurred in calendar year 1996. If we do not incur \$,.00 in reimbursable expenses in calendar years 1994 and 1995; or \$,.00 in calendar year 1996, we will not be entitled to the difference between the amount of reimbursable expenses that we do incur and the amount set aside for that calendar year.

c. To receive reimbursement of payment of a bill from a health care provider, we must send a copy of the bill that we have paid to the Diocese at the following address: Comptroller

Diocese of Fargo, Post Office Box 1750, Fargo, North Dakota 58107. The Diocese will then send a check to us reimbursing us for our payment.

d. The Diocese has no obligation to reimburse us for any expenses incurred after December 31, 1996.

Guarantee of Payment of Medical Bills

We represent and warrant to the Released Parties that all bills for counseling, therapy, psychological, psychiatric, or medical services arising out of or relating to the claims that we are releasing have been paid or will be paid by us (subject to the obligation of the Diocese to reimburse a limited amount of our future payments, as described above). We further represent and warrant to the Released Parties that the funds that we have received are free of liens for counseling, therapy, psychological, psychiatric, or medical services. We specifically agree, jointly and severally, to indemnify and hold the Released Parties harmless from (1) any claim for the value of any counseling, therapy, psychological, psychiatric, or medical services that have been or will be provided to us, (2) liens sought under the provisions of Chapter 35-18 of the North Dakota Century Code, and (3) the costs and expenses of defending against such claims, including reasonable attorneys' fees.

Confidentiality

We agree that, except as required by law, we will not disclose to any person the amount of money that has been paid to us to release our claims. We understand that we are free to disclose any other aspect of our experience and claims, including

the nature of Patejko's conduct toward same survivor and the fact that the Released Parties have paid us to settle our claims. We agree only that we will not, explicitly or implicitly, disclose the amount of money that we have received from the Released Parties.

Additional Agreements and Understandings

We understand and agree that, even though the Released Parties have paid us to settle and release our claims, that does not mean that the Released Parties admit that they are legally responsible or legally obligated to us. In fact, we understand that the Released Parties expressly deny that they are legally responsible or legally obligated to us for our claims.

We are old enough to sign this General Release and to be legally bound by the agreements that we make in this General Release.

We do not suffer from any physical, psychological, or emotional condition that prevents us from understanding the terms of this General Release or from making a knowing and voluntary decision to enter into the agreements contained in this General Release.

WE HAVE READ THIS GENERAL RELEASE CAREFULLY, and we understand all of its terms. We understand that we have the right to discuss this General Release in confidence with an attorney of our choice, if we wish to do so. None of the Released Parties has in any way attempted to discourage us from seeking the advice of an attorney. In agreeing to sign this General Release, we have not relied upon any statements or

explanations made by any of the Released Parties or any attorney of any of the Released Parties.

We understand and agree that this General Release contains all of the agreements between the Released Parties and us and that we have no other written or oral agreements with the Released Parties.

Dated: 2/28/94, 1994

same survivor

Dated: 2/28/94, 1994

his wife

Both signatures witnessed by:

Dated: 2/29/94 ^{wj}, 1994

Mr. Wendlyn Tiller

Dated: 2-28-94, 1994

Janet R. Kischew
My Commission expires
8-19-94

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