



RELEASE

 ("the Claimant"), for and in consideration of the payment of the sum set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the Claimant's own behalf and on behalf of anyone claiming by, through or under the Claimant, hereby remises, releases, and forever discharges the Roman Catholic Archbishop of Boston, a Corporation Sole ("the RCAB"); the Archdiocese of Boston; any present or former bishops, archbishops or cardinals of the Archdiocese, in both their individual and official capacity; any entities affiliated with the RCAB; and any present or former priests, nuns, other clergy, agents, servants, officers, trustees, directors, supervisors, attorneys, employees, volunteers, insurers, predecessors, successors, assigns, subsidiaries and affiliates of the RCAB or the Archdiocese, including without limitation any such person accused of committing or negligently causing or permitting sexual abuse with respect to the Claimant or members of Claimant's family (all of the foregoing hereinafter collectively referred to as the "Released Parties") of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, judgments, executions, orders, and any and all claims, demands and liabilities whatsoever of every name and nature, whether in LAW, in EQUITY, or otherwise which the Claimant ever had, now has, or which Claimant or Claimant's successors hereinafter can, shall, or may have by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Release, and whether such claims are now known or unknown, including without limiting the generality of the foregoing, any and all claims made or that might have been made in any pending claim or suit.

With respect to any claims arising from or related to an act or acts of abuse which have formed the basis of a claim or suit against the RCAB or persons or entities employed by or affiliated with the RCAB, the Released Parties covered by this Release shall also include any other persons or



entities whether or not they are employed by or affiliated with the RCAB. This Release does not apply to persons or entities who are not persons or entities employed by or affiliated with the RCAB with respect to any claims arising from or related to an act or acts of abuse that have not formed, or could not form, the basis of a claim or suit against the RCAB or persons or entities employed by or affiliated with the RCAB.

As further consideration for the payment of the sum set forth below, and for other good and valuable consideration, the Claimant agrees to dismiss with prejudice and without costs, pursuant to a notice of dismissal, the action entitled [REDACTED], and [REDACTED] v. RICARDO GONZALEZ and DEFENDANT TWO, Middlesex Superior Court, [REDACTED]. The form of the notice of dismissal is attached as Exhibit A. The notice will be signed by the Claimant's counsel at the same time this Release is signed by the Claimant. The executed notice will be filed with the court by Claimant's counsel on or after the day the settlement check is sent to the Claimant's counsel.

Payment by the RCAB is to be made within fourteen (14) days from the date counsel for the RCAB receives an executed original of this Release and an executed original of the notice of dismissal attached as Exhibit A by delivery of a check in the amount of [REDACTED] payable to "Mitchell Garabedian as Attorney for [REDACTED]"

It is understood and agreed by the Claimant that the payment of the above-referenced amount is not to be construed as an admission of liability upon the part of any of the Released Parties, but rather as a good faith settlement of disputed claims. It is further understood and agreed that the payment of the above referenced amount shall be to compensate the Claimant, who has presented a sexual abuse claim, for physical injury or sickness arising from the claimed abuse.

[REDACTED]

[REDACTED]

After the Claimant receives payment, the Claimant still shall be eligible to participate in the continued therapy and healing program offered by the RCAB through its Office of Pastoral Support and Outreach.

The Claimant, by executing this Release, represents that he is over the age of majority, is of sound mind and competent to sign this Release, has been represented by his attorney during settlement negotiations and regarding the execution of this Release, and has chosen to sign this Release as his own free act.

The Claimant states and warrants that he is the sole owner of the claim involved, and that such claim has not been assigned, encumbered, or transferred. The Claimant represents and warrants that any sums paid under this Release are not subject to any claim, in the nature of subrogation or otherwise, by any government entity, or to any other lien or claim by a third party. For the consideration recited above, the Claimant will indemnify and hold harmless the Released Parties from any and all claims, demands or actions by any person or organization seeking to assert a claim on her behalf or who claims an interest in the settlement amount being paid pursuant to this Release. The Claimant agrees to hold harmless and indemnify the Released Parties from any cause of action related to recovery sought by Medicare, including recovery for past, present or future conditional payments. The Claimant states and warrants that all bills for medical aid, hospital services, doctor services, counseling services, drugs and medicines have been paid by the Claimant and that the Claimant will hold the Released Parties harmless of and from any and all claims by medical service providers, including hospital lien claims.

IN WITNESS WHEREOF, the Claimant has set his hand and seal to this Release as of the date written below.

Date: 11/7/16

A large, solid black rectangular redaction covers the signature area of the document.

Witnessed by:

[REDACTED]

Claimant's Address:

[REDACTED]

Claimant's Date of Birth:

[REDACTED]

Claimant's Social Security Number:

Counsel for Claimant:

Mitchell Garabedian, Esq.
Law Offices of Mitchell Garabedian
100 State Street, 6th Floor
Boston, Massachusetts 02109

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