

RELEASE OF ALL CLAIMS

In consideration of *GT Redaction* [REDACTED]
Dollars, the Receipt whereof is hereby acknowledged, [REDACTED]
[REDACTED] hereby remises, releases and forever discharges the
Roman Catholic Archbishop of Boston, a Corporation Sole, its
agents, servants, officers, employees and independent
contractors, all priests who are or who have ever been
incardinated to the Roman Catholic Archdiocese of Boston,
including but not limited to Rev. Paul Shanley, and all entities
and organizations affiliated with or associated with the Roman
Catholic Archbishop of Boston, a Corporation Sole, their agents
servants, employees, officers, trustees, directors and
independent contractors, of and from all debts, demands, causes
of action, suits, accounts, covenants, contracts, agreements,
damages, and any and all claims, demands and liabilities
whatsoever of every name and nature, including, without
limitation, any and all claims for past, present or future
physical, mental and emotional injuries, whether presently known
or unknown, any and all claims for punitive or exemplary
damages, any and all claims for loss of earning capacity,
diminished life expectancy, death, loss of consortium, loss of
society, physical and mental anguish, infliction of emotional
distress, pain and suffering, legal fees and expenses, any and
all claims for violations of Massachusetts General Laws, Chapter
93A and Chapter 176D, and any and all liens asserted, or which
may hereafter be asserted, known or unknown, as a result of any

claim herein released, which against the said Roman Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests who are or who have ever been incardinated to the Roman Catholic Archdiocese of Boston, including but not limited to Rev. Paul Shanley, and all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole, their agents, servants, employees, officers, trustees, directors and independent contractors, I now have or ever had from the beginning of the world to this date, including but in no way limited to events which occurred in approximately 1970.

I further agree that this settlement is in full compromise of a doubtful and disputed claim both as to the question of liability and as to the nature, extent and permanency of all injuries and damages, and that the payment is not to be construed as an admission of liability on the part of the Roman Catholic Archbishop of Boston, a Corporation Sole, its agents, servants, officers, employees and independent contractors, all priests who are or who have ever been incardinated to the Roman Catholic Archdiocese of Boston, including but not limited to Rev. Paul Shanley, and all entities and organizations affiliated with or associated with the Roman Catholic Archbishop of Boston, a Corporation Sole, their agents, servants, employees, officers, trustees,

directors, and independent contractors, all of whom expressly deny liability. No promise or inducement which is not herein expressed has been made to me and in executing this Release, I do not rely upon any statement or representation made by any person, firm, or corporation hereby released, or any agent or other person representing them or any other concerning the nature, extent, or duration of said damages or losses, or the legal liability therefore.

It further is expressly agreed by and among all of the parties to this Release, as well as their attorneys, agents, servants, employees and insurers, that they will maintain the confidentiality of the facts of this settlement and the specific terms thereof. No party, nor a party's attorney, agent, servant, employee or insurer, shall disclose or cause to be disclosed, directly or indirectly, to any person, corporation or entity not a party to this Release, including but not limited to any form of print or broadcast media, the names of any parties described herein, the existence of any claims against the released parties, the fact of this settlement, the terms or amounts of this settlement, any facts or circumstances leading to the completion of this settlement or the alleged facts and circumstances giving rise to any claims described herein unless in response to a lawfully issued subpoena from a duly constituted Grand Jury or by court order. Prior to making any such required disclosure, GT Redacted, through his Counsel, shall notify Counsel for the Roman Catholic Archbishop of

Boston, a Corporation Sole. This paragraph shall not prevent [redacted] from disclosing or discussing the facts and circumstances giving rise to any claims described herein with a licensed clergy, physician, attorney, mental health professional, spouse or immediate family. Prior to making any disclosures to any of the above-named persons, [redacted] shall inform said person of the confidentiality requirements of this paragraph and shall obtain from them their agreement to honor such confidentiality. I further hereby represent that I have made no disclosures intended for the print or broadcast media concerning the facts and circumstances giving rise to any claims herein or the settlement of said claims.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the said as my own free Act.

Witness my hand and seal this 26th day of June, 1998.

[redacted signature]

Witnessed by: [signature]

GT Redacted 7/6/95

AGREED AND ASSENTED TO:
[signature]
Laurence E. Hardoon, Esquire
Brody, Hardoon, Perkins & Kesten
One Exeter Plaza
Boston, MA 02116

[redacted]