

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is made and entered into this th 12 day of February 2021 between [redacted] and the Roman Catholic Bishop of Manchester, a corporation sole ("Diocese").

WITNESSETH that:

WHEREAS, [redacted] has made claims against the Diocese asserting damages for personal injury;

WHEREAS, [redacted] and the Roman Catholic Bishop of Manchester, a corporation sole, in good faith, have agreed to avoid the expense and time of litigation proceedings, to resolve all of their differences by this Agreement;

WHEREAS, that this Agreement adequately resolves all of the differences between the parties and is meant to bring peace between them;

WHEREAS, [redacted] acknowledges that this settlement is a compromise of a disputed claim and the payment is not to be construed as an admission of liability on the part of the Roman Catholic Bishop of Manchester hereby released, by whom liability is expressly denied;

NOW, THEREFORE, [redacted] and the Roman Catholic Bishop of Manchester, a corporation sole, agree, for the consideration and upon the terms set forth in this Agreement, that:

1. [redacted] does for himself, his heirs, executors, beneficiaries, administrators, successors, and assigns (the foregoing releasing parties being hereafter referred to as the "Releasors"), hereby release, remise and forever discharge, fully and finally, the Roman Catholic Bishop of Manchester, a corporation sole, the Roman Catholic Bishop of Manchester,

the Diocese of Manchester, all parishes within the Diocese of Manchester, all Deaneries within the Diocese of Manchester, all schools of the Diocese of Manchester, all clergy of the Diocese of Manchester, past or present and known or unknown including without limitation Father Edward Zalewski, their past, present and future officers, bishops, directors, attorneys, agents, volunteers, servants, representatives, subsidiaries, partners, employees, predecessors, and successors in interest and assigns, affiliates, and all other persons and/or entities to the extent that such other person and/or entity is liable or could be deemed liable by, through, or under them (the foregoing released parties being hereafter referred to as the "Releasees") of and from any and all past, present and future cause and causes of action, all manner of actions, suits, demands, claims, debts, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, judgments, agreements, premises, variances, trespasses, damages, execution, claims and liabilities of whatsoever kind and nature, including, but not limited to, any and all claims for bodily or personal injuries, mental anguish, psychological or emotional distress, property damage, medical bills, lost wages, pain and suffering, loss of consortium, and any and all damages and expenses of any nature whatsoever, past, present and future, foreseen and unforeseen, known or unknown, which have been incurred or which may be incurred in the future, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Settlement Agreement and General Release. Without limiting the generality of the foregoing, this Release reflects the desire of the parties to resolve this matter in its entirety, and the desire of the Releasees to buy peace from future controversy, with respect to all events reported by [redacted] concerning sexual misconduct by Father Edward Zalewski.

2. In consideration of this Settlement Agreement and in consideration of the total payment of Thirty Thousand Dollars (\$30,000.00) and other good and valuable consideration, [redacted] hereby agrees to pay from the settlement proceeds herein described any and all medical bills, property damage claims, attorneys' fees, and medical wage, attorney, workers and unemployment compensation liens, and any and all other claims or license, subrogation rights or other causes of action arising out of the events complained of by him. [redacted], for and in consideration of the herein mentioned sum of money, and for other good and valuable consideration, hereby agrees to indemnify and hold harmless the Releasees from any and all liens, including but not limited to wage liens, workers compensation and unemployment compensation liens, attorneys' liens, PIP liens, Medicaid liens, Medicare liens, medical liens, disability payment liens, and from any and all subrogation rights and other claims and causes of action arising out of the events complained of which may exist or which may herein accrue, or any claims made by any relative which is derivative of his claims.

3. [redacted] and the Diocese agree that the payment of the above-recited amount of Thirty Thousand Dollars (\$30,000.00) shall be paid by check made payable to the Law Offices of Peter E. Hutchins, PLLC, as attorneys for [redacted], within thirty (30) days of complete execution of this Agreement.

4. The payment to [redacted] described above is intended to be tax exempt under Internal Revenue Code § 104 as payment for physical injury or sickness. The payment to [redacted] is for personal, physical injury and sickness and/or emotional distress arising out of the reported physical injuries and sexual assault and abuse.

STATE OF Massachusetts
COUNTY OF Middlesex

[Signature redacted]

Personally appeared before me, [redacted], the above named individual, and made oath that the foregoing statements are true to the best of his knowledge and belief.

Before me,



CHRISTIAN JOSUE MALAGON
Notary Public
Commonwealth of Massachusetts
My Commission Expires Jan. 23, 2026

CMalagon
Justice of the Peace/Notary Public
My Commission expires: JAN. 23, 2026

ROMAN CATHOLIC BISHOP OF
MANCHESTER, a Corporation Sole

Date: February 12, 2021

By: Meredith P. Code
Its: Chancellor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

Personally appeared before me, Meredith P. Code, for the Roman Catholic Bishop of Manchester, a Corporation Sole, and made oath that the foregoing statements are true to the best of his knowledge and belief.

Before me,

Debra A. Keane
Justice of the Peace/Notary Public
My Commission expires: 9/11/2025

DEBRA A. KEANE
Notary Public - New Hampshire
My Commission Expires September 11, 2025