

THIS DEED OF RELEASE IS MADE THE 11 DAY OF May 2004

BETWEEN:

1. **BRETT ANDREW SKIPPER** (hereinafter with his executors, administrators and assigns called "the Plaintiff") of **REDACTED** in the State of Victoria.

2. **THE TRUSTEES OF THE DIOCESE OF TASMANIA, THE DIOCESE OF TASMANIA, THE ANGLICAN CHURCH OF AUSTRALIA, THE ANGLICAN CHURCH OF AUSTRALIA IN TASMANIA, THE BISHOP OF TASMANIA JOHN DOUGLAS HARROWER, THE FORMER BISHOP OF TASMANIA PHILLIP KEITH NEWELL, WILLIAM HAAS REGISTRAR OF THE ANGLICAN CHURCH OF AUSTRALIA DIOCESE OF TASMANIA, THE ANGLICAN BOYS' SOCIETY, CHURCH OF ENGLAND BOYS' SOCIETY and THE DEPARTMENT OF MISSION** (hereinafter with their administrators, successors and assigns all of which are collectively referred to as "the Anglican Church") of 125 Macquarie Street, Hobart in the State of Tasmania.

RECITALS

- A. The Plaintiff alleges (called "the sexual assault allegations") that:-
- (a) in or about October 1983 Louis Victor Daniels (called "Daniels") hugged and kissed the Plaintiff on the mouth;
 - (b) on many occasions from early 1983 to 1989 Daniels fondled the Plaintiff's penis and kissed him on the mouth in an open mouth fashion;
 - (c) between 1983 and 1989 on many occasions Daniels encouraged the Plaintiff to fondle the genitals of Daniels which the Plaintiff refused to do;
 - (d) at about 12.30am on New Years Day 1984 Daniels hugged and kissed the Plaintiff placing his tongue in the Plaintiff's mouth whereafter Daniels then masturbated the Plaintiff for about 5 minutes;
 - (e) on numerous occasions between early 1983 to 1989 Daniels hugged the Plaintiff and rubbed his groin against the Plaintiff and squeezed and caressed the Plaintiff in a sexual manner;

- (f) in September or October 1985 Robert Brandenburg (called "Brandenberg") sexually molested the Plaintiff in a hotel room at the Penny Royal Hotel in Launceston in Tasmania; and
- (g) on numerous occasions between early 1983 and 1989 Daniels encouraged the Plaintiff to watch sexually suggestive movies, read literature dealing with issues of homosexual sexual relationships, and to discuss and talk to Daniels about sexual activity;

and that by reason thereof the Plaintiff suffered and continues to suffer personal injury, loss and damage (called "the personal injuries").

- B. The Plaintiff claims that the Anglican Church is responsible for and liable to pay damages in respect of the personal injuries (called "the damages claim").
- C. The Plaintiff has instituted proceedings in the Supreme Court of Tasmania (Action No. 781 of 1998) with respect to the damages claim (called "the proceedings").
- D. The Anglican Church has denied and continues to deny liability to the Plaintiff for the sexual assault allegations, the personal injuries, the claim and it has denied and continues to deny liability to the Plaintiff in the proceedings.
- E. With denials of liability and solely for the purpose of bringing any and all claims and disputes between the plaintiff on the one part and the Anglican Church on the other part and any entitlement of the Plaintiff to compensation or damages from the Anglican Church to an end the Anglican Church has agreed to pay to the plaintiff the sum of \$40,000.00 for damages plus his legal costs and disbursements in the sum of \$35,000.00 but inclusive of any sums owing to the Health Insurance Commission, Centrelink, Commonwealth Rehabilitation Service and any other Government Department on the following terms and conditions.

OPERATIVE PROVISIONS

- 1. In consideration of the Anglican Church paying to the Plaintiff the sum of FORTY THOUSAND DOLLARS (\$40,000.00) for damages plus his legal costs and disbursements in the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) but

inclusive of any sums owing to the Health Insurance Commission, Centrelink, Commonwealth Rehabilitation Service and any other Government Department (the receipt of which the Plaintiff acknowledges) the Plaintiff releases the Anglican Church from any and all claims demands, disputes, suits or proceedings in relation to or arising out of the sexual assault allegations, the personal injuries, the damages claim, and/or the proceedings and the Plaintiff further releases the Anglican Church from any and all claims, demands, disputes, suits or proceedings that the Plaintiff has or may have against or with the Anglican Church to the intent that the Anglican Church shall stand free and discharged from any liability whatsoever howsoever arising to the Plaintiff.

2. This Deed of Release operates as an absolute bar to the prosecution by the Plaintiff of any common law action or other proceedings and that the same may be pleaded as such.
3. The Plaintiff indemnifies the Anglican Church against liability to any person, firm or company claiming under or through or in right of the Plaintiff (whether pursuant to assignment, novation, trust or otherwise) in respect of any loss or damage referred to in or arising out of the sexual assault allegations, the personal injuries, the damages claim and/or the proceedings and the Plaintiff further indemnifies the Anglican Church against any liability to any person, firm or company in respect of any claim, demand, dispute, suit or proceeding from which the Plaintiff has by this Deed released the Anglican Church.
4. The parties agree that this Deed of Release is made with a denial of liability by the Anglican Church and solely for the purpose of putting all claims and disputes between the Plaintiff on the one part and the Anglican Church on the other part to an end.
5. ~~It is agreed and acknowledged that the fact and terms of this Deed of Release must be and remain confidential to the parties and that neither the fact or any of the terms of this Release may be published, disclosed or communicated in any way except by compulsion of law.~~ SP
6. This Deed of Release shall enure to the benefit of each person or entity comprising the Anglican Church and to each servant or agent of each such person or entity. SP

7. This Deed of Release will take affect against the Plaintiff according to its purport from the time of its execution.

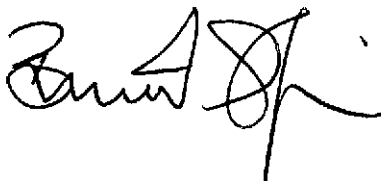
8. In this Deed of Release, unless the context otherwise requires:

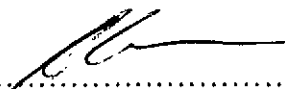
- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender; and
- (c) an expression importing a natural person includes a company, partnership, joint venture, association, corporation, other body corporate and any other government body.


9. If any part of this Deed of Release is or becomes invalid, void, voidable, illegal, prohibited or unenforceable for any reason:

- (a) that part is severed from this Deed; and
- (b) the remaining parts of this Deed continue to be enforceable and are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining parts of the Deed.

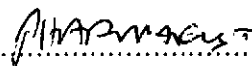
EXECUTED AS A DEED by
BRETT ANDREW SKIPPER in the
presence of:

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Witness Signature


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Witness print name

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Witness Address **N. & G. GALATIS PHARMACY**
85 KOORNANG Rd. CAPRICE
Ph. 9563 5833 Fax: 9563 5692
Provider No. 202100


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Witness Occupation