

TERMS OF SETTLEMENT

THESE TERMS OF SETTLEMENT ARE MADE the ^{3^d} day of ^{March} ~~February~~ 2006.

Hog OS

BETWEEN:

EMMA LOUISE FOSTER (*Emma*)

and

KATHERINE JANE FOSTER (a person under a disability
by her litigation guardian Anthony John Foster) (*Katherine*)

and

ANTHONY JOHN FOSTER (*Anthony*)

and

CHRISTINE ANNE FOSTER (*Christine*)

and

AIMEE NICOLE FOSTER (*Aimee*)

each of **REDACTED** Oakleigh Victoria (collectively *the Fosters*)

and

NOREEN HARRISON

and

MOST REV SIR T. F. LITTLE, DD

and

MOST REV DENIS J. HART, DD

and

**THE ROMAN CATHOLIC TRUST CORPORATION
FOR THE DIOCESE OF MELBOURNE**

and

REV HILTON DEAKIN

and

ANTHONY GUELEN

each care of 228 Victoria Parade East Melbourne (collectively *the defendants*)

RECITALS

- A. Each of the Fosters has issued a proceeding in the Supreme Court of Victoria against the defendants being proceedings Nos.4877, 4878, 7909, 7910 and 7911 of 2005 alleging that the defendants are liable for loss and damage suffered by each of the Fosters as a result of alleged criminal assaults by Kevin O'Donnell against Emma and Katherine (*the Proceedings*).

- B. The Fosters and the defendants have agreed to settle the Proceedings, without any admission of liability on the part of any of the defendants, on the terms and conditions contained herein.
- C. For the avoidance of doubt, these terms of settlement are subject to the approval by the Supreme Court of the compromise on behalf of Katherine (who sues by her litigation guardian).

NOW IT IS AGREED AS FOLLOWS:

1. Subject to the conditions in clause 5 hereof, in consideration of the promises in paragraph 2 hereof, the Fosters and each of them (*the releasors*) agree:
- (1) to release and forever discharge the defendants and each of them and any person who was, is or who becomes the Archbishop of the Catholic Archdiocese of Melbourne (*the releasees*) from any claim, proceeding, action, cause of action or charge which any of the releasors may have had against any of the releasees arising out of or related to the matters alleged in each of the Proceedings and/or the alleged criminal assault or assaults by Kevin O'Donnell on Emma and Katherine; and
 - (2) not to make any further claim for damages expenses treatment costs or compensation arising or out of related to the matters alleged in the each of the Proceedings and/or the alleged criminal assault or assaults by Kevin O'Donnell on Emma and Katherine including assistance provided through "Carelink", a counselling and professional support service under the control of the Catholic Archbishop of Melbourne from time to time;
 - (3) to consent to orders that each of the Proceedings be dismissed with no order as to costs as referred to in clause 7 hereof.
 - (4) that this Agreement may be pleaded by the releasees as a bar to any claim, proceeding, action, cause of action or charge commenced against any of them arising or out of related to the matters alleged in each of the Proceedings and/or the alleged criminal assault or assaults by Kevin O'Donnell on Emma and Katherine.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

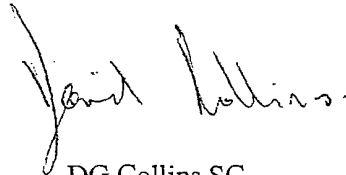
2. Subject to the conditions in clause 5 hereof, in consideration for the promises and releases in paragraph 1 hereof:
 - (1) the defendants agree to pay:
 - (a) Emma the sum of \$450,000;
 - (b) Katherine the sum of \$220,000;
 - (c) Anthony the sum of \$25,000;
 - (d) Christine the sum of \$25,000;
 - (e) Aimee the sum of \$30,000;
 - (f) the solicitor/client legal costs of the Fosters of the Proceedings, such costs to be agreed and, failing agreement to be taxed.
 - (2) in the event that any of the Fosters is liable to pay an amount to the Health Insurance Commission under the Health and Other Services (Compensation) Act as a result of the settlement of each of the Proceedings (*HIC Amounts*), each of the defendants agrees to indemnify each of the Fosters in relation to any liability of any of them to pay any HIC Amounts.
3. Anthony agrees to make the application for approval of the settlement of the proceedings brought by Katherine as her litigation guardian within a reasonable time.
4. This settlement is conditional on the approval of the settlement of the proceedings brought by Katherine by the Supreme Court of Victoria.
5. The defendants agree to pay:
 - (1) the sums referred to in clauses 2(1)(a)-(e) within 28 days of service on the defendants' solicitors of an Order of the Supreme Court of Victoria approving of the settlement of the proceedings brought by Katherine;
 - (2) the costs referred to in clause 2(1)(f) within 28 days of agreement being reached or within 28 days of any final order on taxation, which ever is applicable, but not before the approval referred to in clause 4 hereof has been obtained.
6. Each of the Fosters and/or her litigation guardian agree to consent to orders that each of the Proceedings be dismissed with no further order upon the approval referred to in clause 4 hereof.

7. The parties and their legal advisers agree that the terms of this agreement are and shall remain confidential between the parties and undertake not to disclose any part of these terms to any other person other than as required by law.
8. In the event that the approval referred to in clause 4 hereof is not forthcoming, this agreement shall be of no effect.

Dated this 3rd day of March 2006



RJ Stanley QC
Counsel for the Fosters



DG Collins SC
Counsel for the Defendants