

DEED OF RELEASE

THIS DEED is made on the 17th day of September 2009

PARTIES:

VV

of

REDACTED

(" Releasor")

and

TRUSTEES OF THE CHRISTIAN BROTHERS (ABN 64 066 939 786)

a Body Corporate under the Roman Catholic Church Communities' Lands Act 1942 (NSW) of 2 Thames Street, Balmain, in the State of New South Wales

(" Body Corporate")

and

BROTHER VINCENT FRANCIS DUGGAN

in his capacity as Province Leader of the Oceania Province of the Congregation of Christian Brothers of 131 Queens Road, Nudgee, in the State of Queensland

(" Institute")

BACKGROUND:

- A The Releasor has made the allegations set out in Clause 1 of this Deed against the Body Corporate and/or the Institute.
- B The Releasor, the Body Corporate and the Institute have agreed to settle the claims on the terms set out in this Deed.

OPERATIVE PROVISIONS:**1. Allegations**

1.1 The Releasor alleges that:

1.1.1 he was in the care of the Christian Brothers as a resident Bindoon in Western Australia between November 1954 and August 1961 .

(“the homes”);

1.1.2 during his time at the home he suffered from physical, emotional and sexual abuse and a lack of education. He was subjected to maltreatment by Br G. Moore, Br H.D. Parker, Br A. Angus, Br G.S. Dick, Br S. Quilligan, Br N. Tuppin, Br B. Doyle and Fr William OSB (Benedictine) and further that as a result of such acts he has sustained loss, damage and injuries and he may require specialist counselling and/or other therapy.

(“the claims”);

1.1.3 all loss, damage and injuries alleged to have occurred whilst in the care of the Christian Brothers have arisen out of the allegations in the claims;
and

1.1.4 the loss, damage and injuries were caused or contributed to by the Body Corporate and/or the Institute.

2. Settlement

2.1 In consideration of the Releasor's promises set out in this Deed, the Body Corporate and the Institute agree to pay the Releasor the settlement amount of \$40,000.00 (forty thousand dollars) inclusive of all costs and disbursements and the provision of counselling.

("the agreed sum").

2.2 The Releasor acknowledges that the agreed sum is paid:

- 2.2.1 for and on behalf of the Body Corporate and the Institute;
- 2.2.2 in full extinguishment of his rights against the Body Corporate and the Institute; and
- 2.2.3 subject to deduction of any amount so required pursuant to the provisions of the Health and Other Services (Compensation) Act 1995 (Cth) or any related legislation or any social services (Centrelink) legislation of the Commonwealth of Australia.

2.3 The Institute will cause the payment of the agreed sum to be made to the Releasor within 28 days of the return of this Deed executed by the Releasor to the solicitors for the Body Corporate and the Institute or other nominated representative.

2.4 The Releasor undertakes and agrees to pay out of the agreed sum any moneys repayable by the Releasor to any person or body whether in respect to social services, sick leave payments, make up pay, accident pay or any charges or moneys assessed under the *Health & Other Services (Compensation) Act 1995* (Cth) and any social services (Centrelink) legislation of the Commonwealth of Australia and any other relevant legislation.

EXECUTED AS A DEED this 22 day of September 2009

SIGNED SEALED & DELIVERED)

by the Releasor)

in the presence of)

W [Redacted]

Signature

W [Redacted]

Signature of Witness

W [Redacted]

Print Name of Witness