

ANNEXURE "A"**HEADS OF AGREEMENT****LITIGATION IN SYDNEY AND MELBOURNE AGAINST THE
TRUSTEES OF THE CHRISTIAN BROTHERS IN RESPECT OF THE
WESTERN AUSTRALIAN INSTITUTIONS****1. Definitions**

"Parties" means:-

- (a) The Plaintiffs
- (b) The Defendants
- (c) The "Class"

"Class" means:-

All Plaintiffs in proceedings brought by Slater & Gordon or individuals who have given instructions or indicated to Slater & Gordon or VOICES a wish or desire to take action against the Christian Brothers in respect of events at the Institutions involving, but not limited to allegations of sexual and/or physical and/or psychological abuse and/or allegations in the nature of assertions of forced or inappropriate physical labor and educational malpractice ("the Claims"). The names and addresses of all such Plaintiffs/Claimants are annexed hereto.

"Institutions" means the institutions conducted by the Christian Brothers at Bindoon, Clontarf, Castledare and Tardun.

"VOICES" means an organisation known as Victims of Institutionalised Cruelty Exploitation and Supports (Inc) postal address P O Box 81 Como WA 6152.

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2. Scope of Agreement

The Agreement herein is to apply to legal proceedings on foot in respect of the claims against various Defendants in any Australian Court Registry including claims for equitable relief in respect of real estate in relation to the Western Australian Institutions. The Agreement is to also apply to all individuals, who having no such proceedings on foot, have given instructions or indicated to Slater & Gordon or VOICES a wish or desire to take action in respect of the claims.

3. The Agreement

- All proceedings are to be discontinued within twenty-one (21) days of execution of the Trust Deed and Deeds of Release.
- The Defendant shall pay an agreed sum to Slater & Gordon in full and final settlement of their claim against the Plaintiffs/ Complainants for costs and disbursement in respect of all of the aforesaid legal proceedings and Slater & Gordon shall make no other claim for costs and disbursements against the Plaintiffs/Complainants in respect of legal proceedings.
- Costs Orders in favour of the Defendant to be waived.
- Subject to the execution of releases by the Plaintiffs and Complainants and the negotiation of appropriate clearances with the Health Insurance Commission and/or the Department of Social Security the Plaintiffs and Complainants to participate in the reconciliation process referred to in the explanatory memorandum annexed hereto and marked with the letter "A".
- The legal representatives of the parties to issue the joint press release annexed hereto and marked with the letter "B".

- 4. The Defendant's offer is founded upon the premise that, if settlement is to be effected, the agreement of all members of the Class will be obtained.**

In the event that any member or members of the Class do not so agree, the Defendant reserves its right not to proceed in accordance with the broad agreement reached between the legal representatives of the parties.

5. The parties agree to use their best endeavours to support and implement the process of reconciliation referred to in the attached memorandum.
6. Slater & Gordon shall not act or continue to act after completion of the settlement for any member of the Class, whether such members agree to the settlement or not, or any other Complainant in respect of any matter relating to the Claims.

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Solicitor for the Plaintiff

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Solicitor for the Defendant