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**THE SALVATION ARMY,
AUSTRALIA EASTERN TERRITORY**

**THE SALVATION ARMY (NEW SOUTH WALES)
PROPERTY TRUST**

**THE SALVATION ARMY (QUEENSLAND)
PROPERTY TRUST**

DEED OF RELEASE

CORRS CHAMBERS WESTGARTH
Governor Phillip Tower
1 Farrer Place
SYDNEY NSW 2000
AUSTRALIA
Telephone (02) 9210 6500
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DX 133 SYDNEY
Ref: PRM: 6766989

THIS DEED OF RELEASE 17th September 2009

BETWEEN

AND

THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST
of 140 Elizabeth Street, Sydney NSW 2000 (NSW Property Trust)

THE SALVATION ARMY (QUEENSLAND) PROPERTY TRUST
of 140 Elizabeth Street, Sydney NSW 2000 (Queensland Property Trust)

THE SALVATION ARMY, AUSTRALIA EASTERN TERRITORY
of 140 Elizabeth Street, Sydney NSW 2000

DEFINITIONS

Allegations:

Abuse suffered as a child at Bexley Boys Home.

Releasees

The NSW Property Trust, the Queensland Property Trust, The Salvation Army, Australia Eastern Territory and:

- a) any organisations or body corporates owned or operated by The Salvation Army, Australia Eastern Territory; and
- b) any employee, servant, officer, member or agent of the Releasees.

RECITALS

- A. The Releasor has sought payments from the Releasees on the basis that they are liable to him in respect of the allegations.
- B. The Releasees do not make any admissions of wrongdoing or liability to the Releasor in relation to the Claim.
- C. Without any admissions of liability, the NSW Property Trust intends to cause payment to be made to the Releasor in the sum of \$100,000.00 inclusive of costs ("**Agreed Sum**") within 28 days after their receipt of this Deed executed by the Releasor.

IT IS AGREED

- 1 The parties have agreed to resolve all of the Releasor's claims against any or all of the Releasees, including the matters the subject of the Claim, on the terms of this Deed.
- 2 The Releasor agrees to accept the Agreed Sum in full and final satisfaction of all claims against the Releasees he has in respect of the Claim.
- 3 The Releasor acknowledges that the Releasees will, before paying the Agreed Sum to the Releasor, deduct from the Agreed Sum any amount payable to the Health Insurance Commission (HIC) in accordance with the *Health & Other Services (Compensation) Act 1995* as a result of payment of the Agreed Sum and pay any such amount to the HIC and pay the balance, if any, to the Releasor.
- 4 Where any amount of the Agreed Sum is payable to the HIC, the Releasor agrees to do all things reasonably necessary to assist the Releasees to cause that amount to be paid to or assessed by the HIC.
- 5 Subject to paragraph 10, the Releasor accepts payment of the Agreed Sum in full and final settlement of all of the Releasor's claims against the Releasees including the matters the subject of the Claim.
- 6 For the avoidance of doubt, each of the Releasor and Releasees agree to bear their own legal and other costs of and incidental to this Deed and any dispute resolution process or legal proceedings commenced by the Releasor in relation to the Claim.
- 7 In consideration of payment of the Agreed Sum on the terms of this Deed and subject to paragraph 10, the Releasor for himself and his executors, administrators, assigns and heirs hereby releases and forever discharges the Releasees from all actions, claims (including but not limited to claims for compensation and claims for damages), demands, causes of action and costs howsoever arising or of whatsoever nature including but not limited to those arising out of, connected with or in relation to the Allegations or the factual matters giving rise to the Allegations.
- 8 The Releasor agrees that he is not entitled to any further financial or other assistance from the Releasees.
- 9 This Deed may be pleaded by the Releasees and any associated body corporate of any of the Releasees in bar to any action, claim or demand now or hereafter commenced or made by any person, including the Releasor, arising out of or connected with the Allegations or the Claim.
- 10 The Releasor warrants that no legal proceedings have been commenced in respect of the Claim.

- 11 The Releasor will indemnify the Releasees in respect of all costs, damages or liabilities incurred by the Releasees that arise as a consequence of the Releasor's breach of this Deed and any reimbursement or recovery of all or any of the Agreed Sum that is sought by and State or Commonwealth government agency or department from the Releasees in relation to the Claim and/or the facts giving rise to the Claim.
- 12 The benefit of this Deed extends to all persons referred to in the Deed even if they are not parties to the Deed or have not signed the Deed and that those persons are not named as parties to the Deed or that they have not signed the Deed does not prejudice or affect their right to rely upon this Deed.
- 13 The Releasor agrees that he has advised the Releasees of all allegations of sexual, physical, emotional and psychological abuse in relation to which he
 - a) considers the Releasees liable to him; or
 - b) otherwise seeks payment from the Releasees, whether or not they relate to the Claim or the factual matters giving rise to the claim and acknowledges that the Releasees have relied on that agreement when causing payment of the Agreed Sum to the Releasor or the Releasor's nominee.
- 14 The Releasor and Releasee/s agree that they will keep confidential the Agreed Sum.
- 15 The Releasor acknowledges that he has had an opportunity to obtain independent legal advice in relation to this Deed.

THIS DOCUMENT IS EXECUTED AS A DEED POLL

DATED: 17th September 2009

SIGNED SEALED AND DELIVERED by

FX [] in the presence of

FX []

D. E. Martin Witness

Dasley Elizabeth Martin Name of Witness (print)