

Para two contains the illegal clause. People can not be prevented from pursuing criminal charges, nor can they be obliged to terminate any criminal investigations or charges in process.

FULL RELEASE AND UNDERTAKING NOT TO DISCLOSE

FROM: David Silmsler, Hamlet of Hammond, in the Counties of Prescott & Russell

TO: Father Charles MacDonald and to the Most Reverend Eugene P. Larocque, Bishop and to his successors and assigns, and to The Roman Catholic Episcopal Corporation for the Diocese of Alexandria-Cornwall in Ontario.

1. In consideration of the payment to me, of the sum of -----
-----Thirty Two Thousand-----(\$32,000.00)-----00/100 DOLLARS receipt of which is hereby acknowledged, I, David Silmsler, of the Hamlet of Hammond, Province of Ontario, social insurance number 454 904 376, hereby release and forever discharge Father Charles MacDonald, The Most Reverend Eugene P. Larocque and the Roman Catholic Episcopal Corporation for the Diocese of Alexandria-Cornwall in Ontario, from any and all actions, causes of actions, claims and demands, for damages incurred or to be incurred, foreseen and unforeseen, for any loss, or injury, both physical, emotional or other, howsoever arising, which heretofore may have been, or may hereafter be sustained by me in consequence of any conduct, behavior or act done to me directly or indirectly by Father Charles MacDonald or by any other agent or employee of The Roman Catholic Episcopal Corporation for the Diocese of Alexandria-Cornwall in Ontario, including all damage, loss or injury not now known or anticipated but which may arise in future and all effects and consequences thereof.

2. In addition to the aforesaid release and for the said consideration, I hereby undertake not to take any legal proceedings, civil or criminal, against any of the parties hereto and will immediately terminate any actions that may now be in process.

3. In addition to the aforesaid release and for the said consideration I further hereby undertake not to disclose or permit disclosure directly or indirectly of any of the terms of this settlement or of any of the events alleged to have occurred. Breach of this undertaking will constitute a breach of settlement agreement as evidenced by this release and I will refund all amounts paid to me forthwith.

4. And for the said consideration, I further agree not to make a claim or take any proceeding or participate in same, against any other person or corporation who might claim contribution or indemnity under the provisions of The Negligence Act and the Amendments thereto from the person, persons or corporations discharged by this release.

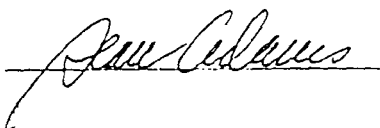
5. It is further understood and agreed that the said payment is deemed to be no admission whatsoever of liability on the part of the said Father Charles MacDonald, The Most Reverend Eugene P. Larocque, Bishop, his successors and assigns and The Roman Catholic Episcopal Corporation for the Diocese of Alexandria-Cornwall in Ontario.

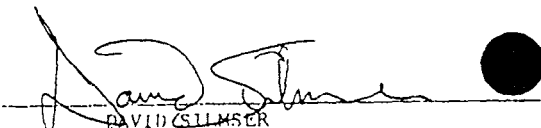
6. I hereby authorize and direct the releasees to pay the said consideration to me.

7. I also acknowledge having received independent legal advice prior to executing this full and final release as evidenced by the Certificate of Independent Legal Advice signed by my solicitor and by myself, attached hereto.

IN WITNESS whereof, I have hereunto set my hand and seal, this ^{and} 2 day of September, 1993.

SIGNED, SEALED AND DELIVERED)
in the presence of)




DAVID SILMSLER