## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "Agreement") is made by and between James Beck and the Roman Catholic Archdiocese of Milwaukee (hereafter "Archdiocese"), and all of its affiliated entities.

WHEREAS, James Beck has determined to voluntarily leave the priesthood of the Roman Catholic Church under certain conditions, as more specifically set out below; and

WHEREAS, the Archdiocese of Milwaukee is willing to accept James Beck's resignation from the priesthood of the Roman Catholic Church, and in reliance on that resignation is willing to agree to the terms set out below; and

WHEREAS, James Beck and the Archdiocese wish to settle and compromise all claims that either of them may have against the other, and wish to accomplish the complete and total separation of James Beck from the priesthood of the Roman Catholic Church;

NOW, THEREFORE, in consideration of the mutual promises herein provided and other valuable consideration, receipt of which is hereby acknowledged, the parties to this agreement hereby agree as follows:

- 1. The Archdiocese agrees to pay to James Beck the sum of \$25,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys fees associated with this settlement.
- 2. James Beck presently is entitled to a severance reimbursement from the Archdiocese of Milwaukee priest's

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pension fund. This reimbursement will be paid to James Beck pursuant to a letter from James Beck directing how these funds are to be paid, so long as consistent with the rules of the plan.

- 3. James Beck agrees to sign a letter of resignation in the form attached as Exhibit A to this Settlement Agreement.
- 4. The Archdiocese agrees to pay for six months of medical insurance for James Beck commencing on the date that he signs this Settlement Agreement and letter of resignation. Following that six-month period, James Beck shall inform the Archdiocese if he elects, pursuant to law, to continue that coverage at his own expense for 18 more months. The Archdiocese shall have no obligation to pay any amounts towards medical insurance following the six month period referred to above.
- 5. In return for the payments set out above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, James Beck agrees to release and forever discharge the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes and schools, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue them for, all

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claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Settlement Agreement, including without limitation any claim of any nature arising from any entitlements he could assert from having been a priest in the Roman Catholic By signing this Settlement Agreement and attached Church. letter, James Beck hereby resigns from the priesthood of the Roman Catholic Church, and agrees never to function in any capacity as a priest, nor to seek reinstatement to the priesthood of the Roman Catholic Church at any time. further agrees to give up any claim or entitlement that he may have to any benefit, compensation, support, or other attribute of the Roman Catholic priesthood, other than as specifically set out in the Settlement Agreement and Mutual Release. He further agrees not to perform any of the functions of the priesthood, including without limitation, administering the sacraments and the celebration of mass, and in no respect will hold himself out to be a priest of the Roman Catholic Church in the future.

- 6. The Archdiocese, and all of its affiliated entities, hereby release and forever discharge James Beck from all claims, demands, and causes of action of any nature that they may have had up to and including the date of the signing of this Settlement Agreement.
- 7. The parties agree that this Agreement is not an admission of liability on the part of any party.

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- 8. The parties agree not to disclose to any third party, including, without limitation, any newspaper, any electronic media, any reporters, or to release for publicity any of the provisions of this Settlement Agreement.
- 9. In witness of this Agreement, we have signed below on the dates indicated.

JAMES BECK

Date: 2/18/95

In presence of:

In presence of:

ROMAN CATHOLIC ARCHDIOCESE

OF MILWAUKEE

By: / Kulled Sun Cumal

Date: 2/18/95