

COMPROMISE SETTLEMENT AGREEMENT

Parties

1. This compromise settlement agreement is entered into between C [REDACTED] Brown and First Baptist Church of Farmers Branch.

Recitals

2. As plaintiff, Brown sued Defendant First Baptist Church of Farmers Branch in Cause No. 05-06465, originally filed in the 192nd District Court, Dallas County, Texas and now pending in the 298th District Court, Dallas County, Texas. The cause is styled *C. Brown v. First Baptist Church of Farmers Branch* (hereinafter referred to as the lawsuit). First Baptist Church of Farmers Branch may be subsequently referred to in this agreement as the "Church."

3. In pleadings, the lawsuit sets forth allegations of sexual abuse perpetrated on Brown as a minor by a prior minister of the First Baptist Church of Farmers Branch named Tommy Gilmore. First Baptist Church of Farmers Branch denies legal liability for any harm alleged in the lawsuit.

4. Brown and the Church desire to compromise and settle their dispute. Without any admission of legal liability by the Church, the parties enter into this Compromise Settlement Agreement in order to provide for payment of a certain sum and for the discharge and release of all Brown's claims against the Church arising out of the matters set forth in the lawsuit's pleadings.

Apology

5. On Church letterhead, the First Baptist Church of Farmers Branch will issue a signed letter of apology to Brown in the form and wording attached hereto as Exhibit A. The Church hereby acknowledges that this apology is made of its own volition in a spirit of genuine remorse and contrition. This apology letter will be signed and provided to Brown at the same time as this signed

agreement. Within two weeks after the signing of this agreement, the Church will mail a complete and correct copy of this letter of apology by certified mail, return receipt requested, to all the following persons at the addresses that have been provided to Church by Brown:

[individual names are redacted]

Chair of the Deacons at First Baptist Church of Tyler, Texas, Chair of the Deacons at First Baptist Church of Atlanta, Georgia, Chair of the Deacons at First Baptist Church of Oviedo, Florida, and Chair of the Deacons at Cornerstone Community Church of Central Florida in Oviedo, Florida. Brown represents to Church that Gilmore was employed or affiliated with the above churches, except Church told Brown about the First Baptist Church of Tyler. Within six weeks after the signing of this agreement, the Church will provide to Brown's counsel, Curt Cukjati, the signed green cards showing these persons' receipt of the letter or other postal proof if delivery was not successful. Church expressly agrees that Brown may distribute a copy of this apology letter to media and news personnel of her choice, and that the apology letter may be published. The Church, either by its secretary or by its attorney, will within a reasonable time period not to exceed one week, return any phone call, email or communication from any reporter or any other news personnel, so as to provide confirmation of the fact of this apology letter made by the Church. The foregoing recitals and terms are material terms of this agreement.

Monetary Payment

[paragraphs 6 and 7 are redacted]

Limited Confidentiality

8. The parties and their attorneys agree that the terms of paragraphs 6 and 7 relating to monetary payment are confidential. Neither Brown nor her spouse nor the Church nor any of its agents, officers or employees nor either party's attorneys shall disclose the terms of paragraphs 6 and 7 to any third party unless express written consent of the other party is provided or unless compelled to do so by law or as necessary to enforce this Agreement. This provision for mutual confidentiality applies only to paragraphs 6 and 7 above.

9. The Church agrees that, absent Brown's express written consent, the Church will not make available in any form to any other person or entity any portion of the report that was previously made on Brown's behalf to the Church in July 2004. This provision is intended to protect the privacy and security of Brown as a sexual assault victim. Brown acknowledges that Church is not responsible for distribution of the report by persons who are not associated with the Church in any way.

10. No other restriction is placed on either party concerning communications relating to this matter.

Acknowledged Harm

11. The Church expressly acknowledges that for an adult minister to sexually abuse an adolescent causes harm to the adolescent. The Church further acknowledges that the monetary payment set forth in this agreement does not suffice or fully recompense for the harm that Brown suffered.

Disclaimer of Legal Liability

12. The parties agree that the payment made by the Church does not constitute any admission by

the Church of legal liability for the harm and shall not be considered as such.

Release

13. In consideration of the agreements and upon final payment of consideration set forth herein, Brown agrees to release the First Baptist Church of Farmers Branch, its officers, agents, successors, employees and members, from any and all claims, demands, and liabilities arising out of or related to the claims set forth in the lawsuit described in paragraphs 2 and 3 hereof, and from any claims that could have been brought with regard to the matters set forth in the lawsuit, except that nothing in this document is intended to in any way constitute any release as to the Church's former employee, Tommy Gilmore. Likewise, the First Baptist Church of Farmers Branch, its officers, agents, successors, employees and members release Brown from any and all possible claims that could have been brought with regard to, arising out of, or related to matters set forth in the lawsuit described in paragraphs 2 and 3 hereof. The parties agree that any and all claims that may be asserted by Brown, by the Church, and by any others against Tommy Gilmore are unaffected by this agreement.

14. This agreement shall be binding upon the parties, their heirs, assigns, administrators, executors and legal representatives.

15. All parties and counsel agree to cooperate in the drafting and execution of such additional documents as are reasonably requested or required to implement this Settlement Agreement, but notwithstanding such additional documents the parties confirm that this is a written Settlement Agreement as contemplated by section 154.071 of the Texas Civil Practice and Remedies Code, and that a Motion to Dismiss the lawsuit, with prejudice, will be filed within five business days after Plaintiff's receipt of good settlement funds.

Church Warrants No Prior Report

16. Other than general knowledge about Gilmore's sexual contact with Brown as a minor, which

was obtained by the Church's music minister in 1969 and the information supplied by Brown in her 2004 report, Church hereby represents and warrants that to its present actual knowledge no one of the present church staff, trustees, deacons, or ministers have any knowledge or notice of any formal or informal report concerning any allegation of sexual misconduct by former youth and education minister Tommy Gilmore, which would have occurred prior to or contemporaneous with the dates of the abuse inflicted on Brown in 1969.

No Assignment

17. Brown and her attorney represent and warrant that no part of any claim or cause of action released herein has been transferred or assigned to anyone else.

Integrated Agreement

18. All agreements and understandings of the parties are embodied and expressed herein. This agreement constitutes the full and complete agreement of the parties.

No Waiver

19. No waiver of any of the terms of this agreement shall be valid unless in writing and signed by all parties to this agreement.

Governing Law

20. This agreement shall be interpreted in accordance with the laws of the State of Texas.

Agreement Prepared Jointly

21. This Compromise Settlement Agreement has been prepared by and through the joint efforts of the respective attorneys for the parties. The undersigned warrant that they have read this agreement, that they have had adequate opportunity for review and consultation, and that they fully understand the agreement.

C [REDACTED] BROWN

[Signature] 1-25-2006
C [REDACTED] Brown Date

FIRST BAPTIST CHURCH OF FARMERS BRANCH

[Signature] 18 June 06
by Mike Floyd, Chairman of the Deacons, Date
for and on behalf of
First Baptist Church of Farmers Branch

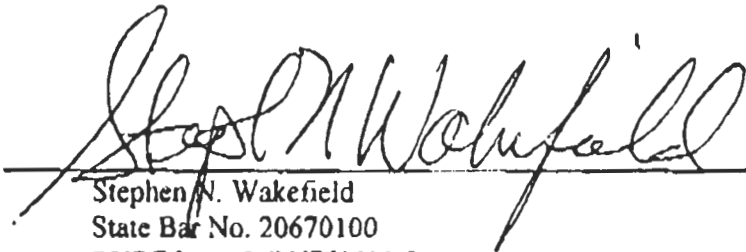
[Signature] 18 Jun 2006
by Carolyn Hunt, trustee, Date
by and on behalf of
First Baptist Church of Farmers Branch



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