

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

In re:	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS,	§	Section "A"
Debtor.¹	§	Chapter 11
	§	
	§	
	§	

**CHAPTER 11 PLAN OF REORGANIZATION FOR
THE ROMAN CATHOLIC CHURCH OF THE
ARCHDIOCESE OF NEW ORLEANS,
DATED AS OF SEPTEMBER 13, 2024**

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¹ The last four digits of the Debtor’s federal tax identification number are 8966. The Debtor’s principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.

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This Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans, dated as of September 13, 2024, as the same may be amended and supplemented (the “**Plan**”), is proposed by the debtor and debtor-in-possession, The Roman Catholic Church of the Archdiocese of New Orleans (the “**Debtor**” or “**Archdiocese**”). For a discussion of the Archdiocese’s history, operations, historical financial information, projections, and properties, please refer to the accompanying Disclosure Statement, dated as of September 13, 2024, as the same may be amended and supplemented from time to time (the “**Disclosure Statement**”). All creditors are encouraged to consult the Disclosure Statement before voting to accept or reject the Plan. Among other information, the Disclosure Statement contains discussions of the Archdiocese, events before and during the Chapter 11 Case, and a summary and analysis of the Plan. The contents of the Plan should not be construed as legal, business, or tax advice. Creditors should consult with their own legal counsel and accountant as to legal, tax, and other matters concerning their Claims.

ARTICLE 1
DEFINED TERMS AND RULES OF INTERPRETATION

Section 1.1 Definitions. For the purposes of the Plan and Disclosure Statement, except as expressly provided and unless the context otherwise requires, all capitalized terms have the meanings ascribed to them in Plan Exhibit A.

Section 1.2 Interpretation, Application of Definitions, and Rules of Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural includes both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender include the masculine, feminine and neuter. The rules of construction contained in section 102 of the Bankruptcy Code apply to the construction of the Plan. A term used that is not defined in the Plan or Plan Exhibit A, but that is used in the Bankruptcy Code or Bankruptcy Rules, will have the meaning ascribed to that term in the Bankruptcy Code or Bankruptcy Rules. The headings in the Plan are for convenience of reference only and do not limit or otherwise affect the provisions of the Plan.

Section 1.3 Computation of Time. Except as otherwise specifically provided in the Plan, in computing any period prescribed or permitted by the Plan, the provisions of Bankruptcy Rule 9006(a) apply.

Section 1.4 Plan Exhibits and Plan Supplements. All Plan Exhibits and Plan Supplements are hereby incorporated by reference and made part of the Plan as if fully set forth in the Plan. The Plan Exhibits and Plan Supplements will be approved by the Bankruptcy Court pursuant to the Confirmation Order. Creditors may inspect a copy of the Plan Supplements, after they are Filed, at the Claims and Voting Agent’s website, <https://www.donlinrecano.com/Clients/rcano/Index>.

ARTICLE 2
UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, certain Claims have not been classified, and, thus, are excluded from the Classes of Claims in Article 3 of the Plan. Each Creditor holding an unclassified Claim is conclusively presumed to have accepted the Plan and, therefore, is not entitled to vote to accept or reject the Plan.

Section 2.1 Administrative Claims and Administrative Claims Bar Date.

(a) *Treatment.* Unless otherwise agreed in a written agreement by and between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), each Creditor holding an Administrative Claim other than a Professional Fee Claim or Administrative Trade Claim will receive, in satisfaction, settlement, release and extinguishment of such Administrative Claim, Cash equal to the Allowed amount of such Claim within the later of fifteen (15) days after (i) the Effective Date, and (ii) the date on which such Administrative Claim becomes an Allowed Administrative Claim.

(b) *Administrative Claims Bar Date.* Except as provided in Section 2.1(c) below, the deadline for Filing requests for payment of an Administrative Claim is thirty (30) days after the Effective Date. Creditors holding Administrative Claims that are required to, but do not, File a request for payment of such Administrative Claims on or before the Administrative Claims Bar Date will be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtor or Reorganized Debtor, and such Administrative Claims will be deemed compromised, settled, and released as of the Effective Date.

(c) *Creditors Who Are Not Required to File Requests for Payment on or before the Administrative Claims Bar Date.* For the avoidance of doubt, Creditors are not required to File a request for payment regarding the following Claims on or before the Administrative Claims Bar Date: (i) the Professional Fee Claims, which will be paid in accordance with Section 2.2 of the Plan; (ii) the 2017 Bond Trustee's Claim and 2017 Bond Trustee's Professional Fee Claims, each of which will be paid in accordance with Section 2.3 of the Plan; (iii) the Administrative Trade Claims, which will be paid in accordance with Section 2.4 of the Plan; (iv) the DIP Credit Card Claim and Letters of Credit Claim, which will be paid in accordance with Section 2.5 of the Plan; and (v) the Cure Claims, which will be paid in accordance with Section 10.1(c) of the Plan.

(d) *Objections to Certain Administrative Claims.* Objections to Filed requests for the payment of an Administrative Claim other than Professional Fee Claims and Administrative Trade Claims must be Filed and served on the Creditor holding such Claim within the later of (i) one hundred and twenty (120) days after the Effective Date, and (ii) ninety (90) days after the Filing of the applicable request for payment.

Section 2.2 Professional Fee Claims.

(a) *Treatment.* Unless otherwise agreed in a written agreement by and between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), the Reorganized Debtor will pay the Allowed amount of each Professional Fee Claim, in full, in Cash, within fifteen (15) days from the date such Claim becomes an Allowed Professional Fee Claim.

(b) *Professional Fee Claims Bar Date.* On or before the Professional Fee Claims Bar Date, which is forty-five (45) days after the Effective Date, Creditors asserting a Professional Fee Claim for services rendered before the Effective Date must File a Fee Application seeking final Allowance of such Professional Fee Claim; provided, however, for the avoidance of doubt, this Section of the Plan does not apply to the 2017 Bond Trustee's Claim or 2017 Bond Trustee's Professional Fee Claims in accordance with Section 2.3 of the Plan. Creditors holding Professional Fee Claims who are required to, but do not, File a final Fee Application on or before the Professional Fee Claims Bar Date will be forever barred, estopped, and enjoined from asserting such Professional Fee Claims against the Debtor or Reorganized Debtor, and such Professional Fee Claims will be deemed compromised, settled, and released as of the Effective Date.

Section 2.3 2017 Bond Trustee's Claim and 2017 Bond Trustee's Professional Fee Claims.

Unless otherwise agreed in a written agreement by and between the 2017 Bond Trustee and the Debtor or Reorganized Debtor (as applicable), the 2017 Bond Trustee will receive Cash from the Reorganized Debtor equal to the Allowed amount of (a) the 2017 Bond Trustee's Claim, and (b) the 2017 Bond Trustee's Professional Fee Claims. Such Distributions will be full satisfaction of such Claims, in accordance with Section 4.5 of the Plan, and neither the 2017 Bond Trustee nor the 2017 Bond Trustee's Professionals will have any additional Claim against the Debtor or Reorganized Debtor for services rendered or expenses incurred on or before the Effective Date in connection with the Chapter 11 Case or the 2017 Bonds. If required by the Bankruptcy Court, payment of the 2017 Bond Trustee's Professional Fee Claims will be subject to a reasonableness review by the Bankruptcy Court on or before the Effective Date.

Section 2.4 Administrative Trade Claims. Unless otherwise agreed in a written agreement by and between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), the Reorganized Debtor will pay each Allowed Administrative Trade Claim pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Trade Claim; provided, however, that each Allowed Cure Claim will be paid in accordance with Section 10.1(c) of the Plan.

Section 2.5 DIP Credit Card Claim and Letters of Credit Claim. Unless otherwise agreed in a written agreement by and between HWB and the Debtor or Reorganized Debtor (as applicable), the Reorganized Debtor will pay the DIP Credit Card Claim and Letters of Credit Claim pursuant to the terms and conditions of the documents that govern the same.

Section 2.6 Priority Tax Claims. Unless otherwise agreed in a written agreement between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), the Reorganized Debtor will pay each Allowed Priority Tax Claim in full, in Cash, within fifteen (15) days from the later of (a) the Effective Date, and (b) the date such Claim becomes an Allowed Priority Tax Claim.

Section 2.7 Elimination of Treatment for Certain Unclassified Claims. To the extent the Estate does not owe any amounts on the Effective Date for the DIP Credit Card Claim, Letters of Credit Claim, or Priority Tax Claims, the treatment set forth above will be deemed automatically eliminated from the Plan.

Section 2.8 U.S. Trustee Fees and Post-Confirmation Reports. Within fifteen (15) days from the Effective Date, the Reorganized Debtor will pay, in full, in Cash, any fees due and owing to the U.S. Trustee as of the Confirmation Date. On and after the Effective Date, the Reorganized Debtor will be responsible for Filing any required Post-Confirmation Reports in accordance with the applicable U.S. Trustee guidelines, and paying quarterly fees due to the U.S. Trustee, until the entry of a Final Decree in the Chapter 11 Case. For the avoidance of doubt, in accordance with Article 6 of the Plan, the following will not constitute a disbursement within the meaning of 28 U.S.C. § 1930(a)(6): (a) any Settlement Trust Distribution, including, but not limited to, any Settlement Trust Distribution to any Settlement Trust Beneficiary, any payment of Qualified Counsel Fees and Expenses, or any Protected Parties' Post-Confirmation Date Costs; and (b) any compensation or expenses paid from the Settlement Trust to the Settlement Trustee, the Abuse Claims Reviewer, the Unknown Abuse Claims Representative, or any professional retained by any of the foregoing Entities with regard to such Entity's duties or services in connection with the Settlement Trust.

ARTICLE 3 **CLASSIFICATION, VOTING, AND ACCEPTANCE**

Except for those Claims addressed in Article 2 of the Plan, all Claims are placed in the Classes that are described in Articles 3 and 4 of the Plan. A Claim is placed in a particular Class solely to the extent that the Claim falls within the description of that Class, and the portion of a Claim that does not fall within such description will be classified in another Class or Classes, to the extent that such portion falls within the description of such other Class or Subclasses. A Claim is also placed in a particular Class or Subclass for the purpose of receiving Distributions or Settlement Trust Distributions pursuant to the Plan solely to the extent that such Claim (a) is an Allowed Claim in that Class or Subclass, and (b) has not been paid, released, or otherwise settled before the Effective Date. There are no equity interests in the Debtor within the meaning of the Bankruptcy Code.

Section 3.1 Division of Claims. Except for Claims addressed in Article 2 of the Plan, for all purposes, including organization, voting, Distributions, and Settlement Trust Distributions, except as otherwise provided in the Plan, all Claims are classified as provided in Article 3 of the Plan.

Section 3.2 Elimination of Vacant Classes and Subclasses. To the extent applicable, any Class or Subclass that does not contain any Allowed Claims or any Claims that are temporarily Allowed for voting purposes under Bankruptcy Rule 3018 as of the date of commencement of the Confirmation

Hearing will be eliminated from the Plan for purposes of (a) voting to accept or reject the Plan, and (b) determining whether such Class has accepted or rejected the Plan pursuant to section 1129(a)(8) of the Bankruptcy Code.

Section 3.3 Deemed Acceptance If No Votes Cast. If no Creditor who is eligible to vote in a particular Class votes to accept or reject the Plan, the Plan will be deemed accepted by the Creditors in such Class.

Section 3.4 Acceptance by Impaired Classes. An Impaired Class will have accepted the Plan if, not counting the vote of any Creditor designated under section 1126(e) of the Bankruptcy Code, (a) the Creditors holding at least two-thirds (2/3) in dollar amount of the Allowed Claims that actually vote in such Class or Subclass have voted to accept the Plan, and (b) the Creditors holding more than one-half (1/2) in number of the Allowed Claims that actually vote in such Class have voted to accept the Plan.

Section 3.5 Nonconsensual Confirmation of the Plan. The Debtor reserves the right to request Confirmation under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that has not accepted or is deemed to have rejected the Plan pursuant to section 1126 of the Bankruptcy Code.

Section 3.6 Classification and Voting. Below is a chart identifying Classes of Claims, a description of whether each Class is Impaired, and the voting rights of each Class:

Class No.	Class Description	Impaired or Unimpaired	Voting Rights
1	Other Priority Claims	Unimpaired	No, deemed to accept
2	Secured Claims	Unimpaired	No, deemed to accept
3	Known Abuse Claims, including Known Abuse Convenience Claims, and Other Known Abuse Claims	Impaired	Yes
4	Unknown Abuse Claims	Impaired	Yes
5	2017 Bond Claims	Unimpaired	No, deemed to accept
6	Abuse Related Contingent Indemnity and Contribution Claims	Impaired	No, deemed to reject
7A	Pension and Retiree Medical Benefits Claims: Subclass 7A (Priest Pension Claims)	Subclass 7A Unimpaired	Subclass 7A No, deemed to accept
7B	Subclass 7B (Disallowed Priest Pension Claims)	Subclass 7B Impaired with no Distributions	Subclass 7B No, deemed to reject
7C	Subclass 7C (Priest Retiree Medical Benefits Claims)	Subclass 7C Unimpaired	Subclass 7C No, deemed to accept
8	Portfolio Claims	Impaired	Yes
9	Other Unsecured Claims	Impaired	Yes

ARTICLE 4
TREATMENT OF CLASSIFIED CLAIMS

Section 4.1 Class 1 (Other Priority Claims). Class 1 includes the Other Priority Claims.

(a) *Treatment.* Unless otherwise agreed in a written agreement between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), in full and final satisfaction of, and in exchange for, each Other Priority Claim, the Reorganized Debtor will pay each Allowed Other Priority Claim in full, in Cash, within fifteen (15) days from the later of (i) the Effective Date, and (ii) the date such Claim becomes an Allowed Other Priority Claim.

(b) *Voting.* Because Other Priority Claims are Unimpaired by the Plan, each Creditor holding an Other Priority Claim is presumed to have accepted the Plan with respect to such Claim. No Creditor holding an Other Priority Claim, therefore, is entitled to vote to accept or reject the Plan on account of such Claim.

Section 4.2 Class 2 (Secured Claims). Class 2 consists of any Secured Claims. Although all Secured Claims have been placed in one Class for the purposes of nomenclature, each Secured Claim will be treated as being in a separate Subclass for all purposes, including, but not limited to, for the purpose of receiving Distributions under the Plan.

(a) *Treatment.* Unless otherwise agreed in a written agreement between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), in full and final satisfaction of, and in exchange for, each Allowed Secured Claim, each Creditor holding an Allowed Secured Claim will receive, at the Reorganized Debtor's sole option, one of the following: (i) Cash equal to the full Allowed amount of such Claim; (ii) Reinstatement of such Claim; (iii) the return or abandonment to such Creditor of the Collateral that secures such Claim; or (iv) such other treatment as will render such Claim Unimpaired pursuant to section 1124 of the Bankruptcy Code.

(b) *Voting.* Because Secured Claims are Unimpaired by the Plan, each Creditor holding a Secured Claim is presumed to have accepted the Plan with respect to such Claim. No Creditor holding a Secured Claim, therefore, is entitled to vote to accept or reject the Plan on account of such Claim.

Section 4.3 Class 3 (Known Abuse Claims). Class 3 consists of Known Abuse Claims. Each Known Abuse Claim is treated as being in Class 3 for voting purposes, regardless of whether the Abuse Claimant exercises the option to be treated as the holder of a Known Abuse Convenience Claim.

(a) *Treatment of Known Abuse Convenience Claims.*

(i) *Settlement Trust Distributions.* Each Abuse Claimant holding an Allowed Known Abuse Convenience Claim will receive \$25,000.00, to be paid by the Settlement Trustee from the Known Abuse Convenience Claims Reserve Fund.

(ii) *Timing.* Settlement Trust Distributions on account of Allowed Known Abuse Convenience Claims will be made within fifteen (15) days of the later of (A) the date the Known Abuse Claimant delivers to the Settlement Trustee an executed Known Abuse Claim Sworn Statement, using the form Filed as Plan Supplement 4.3, (B) the date the Abuse Claimant holding such Known Abuse Claim delivers to the Settlement Trustee an executed Abuse Claim Release and Certification in the form of Plan Exhibit B, and (C) the date the Known Abuse Convenience Claim becomes an Allowed Claim.

(iii) *Assignment to and Assumption by the Settlement Trust.* On the Effective Date, (A) the liability of the Protected Parties, Settling Insurers, and Non-Settling Insurers for, and obligation to pay, all Known Abuse Convenience Claims will be assigned to and assumed by the Settlement Trust, (B) Known Abuse Convenience Claims will be Channeled Claims and will be

paid solely from the Known Convenience Claims Reserve Fund in accordance with the Plan and Settlement Trust Documents, (C) the Settlement Trust Distribution of \$25,000.00 will be the only Settlement Trust Distribution, Distribution, payment, or other consideration that the holders of Known Abuse Convenience Claims will be entitled to receive on account of such Claim from the Settlement Trust, any Protected Party, any Settling Insurer, any Non-Settling Insurer, or the respective properties of any of the foregoing Entities, and (D) the Protected Parties, Settling Insurers, and Non-Settling Insurers will have no further liability on account of the Known Abuse Convenience Claims.

- (iv) *Known Abuse Claim Convenience Sworn Statements.* On or before thirty (30) days after the Confirmation Date, the Known Abuse Claimant must tender the Known Abuse Convenience Claim Sworn Statement to the Abuse Claims Reviewer, using the form Filed as Plan Supplement 4.3. Failure to deliver the completed Known Abuse Convenience Claim Sworn Statement within such deadline will be deemed a withdrawal of the Abuse Claimant's Known Abuse Claim, and such Claim will be Disallowed as of the Effective Date, without the necessity of further notice, hearing, or Order.
- (v) *Settlement Trust Distributions.* For the sole purpose of determining Allowance for Settlement Trust Distributions, the Known Abuse Claim Sworn Statement, together with the Proof of Claim Filed by the holder of a Known Abuse Convenience Claim, will establish a *prima facie* case of Abuse for the sole purpose of Settlement Trust Distributions, regardless of any defenses of the Archdiocesan Parties, the Non-Debtor Catholic Entities (listed on Plan Exhibit D), the Settling Insurers, or the Non-Settling Insurers.
- (vi) ***Pursuit of Litigation Claims Prohibited.*** Known Abuse Claimants who elect to have their Abuse Claims treated as Known Abuse Convenience Claims will be deemed to have waived all rights to pursue Litigation Claims against any Protected Party, any Settling Insurer, and any Non-Settling Insurer.
- (vii) *Abuse Claim Discharge Date.* The Abuse Claim Discharge Date for Known Abuse Convenience Claims is the Effective Date.
- (viii) ***Third Party Releases and Third Party Permanent Injunctions.*** Known Abuse Claimants who elect to have their Abuse Claims treated as Known Abuse Convenience Claims will be deemed to have **expressly and unconditionally granted, and expressly and unconditionally agreed and consented to, the Third Party Releases and Third Party Permanent Injunctions, to be effective as of the Effective Date.**

(b) *Exercising the Known Abuse Convenience Claim Election.* Each Known Abuse Claimant may exercise the option to have his or her Known Abuse Claim treated as a Known Abuse Convenience Claim by exercising the Known Abuse Convenience Claim Election. To elect such option, the Known Abuse Claimant must exercise the Known Abuse Convenience Class Election on the Ballot, and the completed, executed Ballot must be delivered to the Claims and Voting Agent on or before the Voting Deadline.

- (c) *Treatment of Other Known Abuse Claims.*

- (i) *Assignment to and Assumption by the Settlement Trust.* On the Effective Date, (A) the liability of the Protected Parties and Settling Insurers for, and obligation to pay, all Other Known Abuse Claims will be assigned to and assumed by the Settlement Trust, (B) Other Known Abuse Claims will be Channeled Claims and will be paid solely from the Settlement Trust or Litigation Claims Proceeds in accordance with the Plan and Settlement Trust Documents, and (C)(1) any Settlement Trust Distribution on account of an Other Known Abuse Claim, or (2) any applicable Litigation Claims Proceeds and/or Settlement Trust Distributions in accordance with Sections 6.11 and 6.12 of the Plan will be the only Settlement Trust Distribution, Distribution, payment, or other consideration such Known Abuse Claimant will be entitled to receive or collect from the Settlement Trust, any Protected Party, any Settling Insurer, or the respective properties of any of the foregoing Entities.
- (ii) *Pursuit of Litigation Claims.* As of the Effective Date, Abuse Claimants holding Other Known Abuse Claims are eligible to pursue their Litigation Claims against any Protected Party or any Non-Settling Insurers in accordance with, and subject to, the Section 6.9 of the Plan and the Litigation Claim Protocol (Plan Supplement 6.9(a)), including, but not limited to, (a) the Settlement Trustee's good faith determination that such Abuse Claim is covered, in whole or in part, by one or more Non-Settling Insurer's Policy, (B) the Settlement Trustee's written authorization to liquidate the Abuse Claim in accordance with the Plan, Litigation Claim Protocol, and the Settlement Trust Agreement, and (C) the Abuse Claimant's execution and delivery of the Litigation Claimant Agreement.
- (iii) *Settlement Trust Distributions.* The amount of any Settlement Trust Distribution to be paid on account of an Other Known Abuse Claim will be determined by (A) the Abuse Claims Reviewer in accordance with Allocation Protocol (Plan Supplement C-2), the other Settlement Trust Documents, and the Plan, or (B) if a Litigation Claim is authorized by the Settlement Trustee, pursuant to the Litigation Claimant Agreement and Sections 6.9, 6.11, and 6.12 of the Plan.
- (iv) *Cooperation with Settlement Trustee.* Each Abuse Claimant who holds an Other Known Abuse Claims will provide sufficient information to (A) enable the Settlement Trustee to determine, pursuant to the Litigation Claim Protocol (Plan Supplement 6.9(a)) and Settlement Trust Documents, whether to authorize an Abuse Claimant holding an Other Known Abuse Claim to pursue his or her Litigation Claim, if requested by such Abuse Claimant, and (B) enable the Abuse Claims Reviewer to determine (1) the amount of a Litigation Claimant's allocated Settlement Trust Distribution in accordance with Sections 6.11 and 6.12 of the Plan and the Settlement Trust Documents, and (2) the amount of any Settlement Distribution to be allocated or made on account of such Abuse Claimant's Allowed Other Known Abuse Claim in accordance with Section 6.4 of the Plan and the Settlement Trust Documents.
- (v) *Abuse Claim Discharge Date.* The Abuse Claim Discharge Date for Other Known Abuse Claims will be determined according to Section 12.3 of the Plan.

- (vi) *Third Party Releases and Third Party Permanent Injunctions.* Abuse Claimants holding Other Known Abuse Claims may elect to Opt-Out of the Third Party Releases and Third Party Permanent Injunctions by exercising the Opt-Out in accordance with Opt-Out Procedures. **Failure of an Abuse Claimant holding an Other Known Abuse Claimant to correctly exercise such Opt-Out will constitute such Abuse Claimant's express and unconditional grant, and express and unconditional agreement and consent to, the Third Party Releases and the Third Party Permanent Injunctions, in accordance with Article 12 of the Plan.**
- (vii) *Opt-Out Creditors' Temporary Injunction.* Abuse Claimants who hold Other Known Abuse Claims and who exercise the right to Opt-Out of the Third Party Releases and Third Party Permanent Injunctions (the "Opt-Out Creditors") will be subject to the Opt-Out Creditors' Temporary Injunction, as provided in Section 12.12 of the Plan.
- (d) *Provisions Applicable to all Known Abuse Claims.*
 - (i) *Qualified Counsel Fees and Costs.* Before making any Settlement Trust Distribution on account of an Allowed Known Abuse Claim, the Settlement Trustee will deduct from such Settlement Trust Distribution the applicable Qualified Counsel Fees and Costs, as provided in Section 6.14 of the Plan.
 - (ii) *Releases and Medicare Certifications.* No Settlement Trust Distribution shall be made on account of an Allowed Known Abuse Claim unless and until the holder of such Known Abuse Claimant has delivered to the Settlement Trustee an executed Abuse Claim Release and Certification in the form of Plan Exhibit B.
 - (iii) *Settlement Trust Provisions in Article 6 of the Plan.* For the avoidance of doubt, Article 6 of the Plan applies to the Known Abuse.
 - (iv) *No Punitive Damages.* For the avoidance of doubt, any Known Abuse Claimant's Claims or Causes of Action for punitive or exemplary damages related to Abuse will be treated as Penalty Claims, will be Disallowed, and will receive no Settlement Trust Distribution or Distribution on account of such Claims or Causes of Action.
- (e) *Voting.* Because the Known Claims are Impaired by the Plan, each Known Abuse Claimant holding a Known Abuse Claim is entitled to vote to accept or reject the Plan on account of such Claims.

Section 4.4 Class 4 (Unknown Abuse Claims) Class 4 consists of Unknown Abuse Claims.

- (a) *Treatment.*
 - (i) *Assignment to and Assumption by the Settlement Trust.* On the Effective Date, (A) the liability of the Protected Parties and Settling Insurers for, and obligation to pay, all Unknown Abuse Claims will be assigned to and assumed by the Settlement Trust, (B) Unknown Abuse Claims will be Channeled Claims and will be paid solely from the Settlement Trust or Litigation Claims Proceeds in accordance with the Plan and Settlement Trust Documents, (C)(1) any Settlement Trust Distribution on account of an Unknown abuse Claim, or (2) any applicable Litigation Claims

Proceeds and/or Settlement Trust Distributions in accordance with Sections 6.11 and 6.12 of the Plan on account of an Unknown Abuse Claim, will be the only Settlement Trust Distribution, Distribution, payment, or other consideration such Abuse Claimant will be entitled to receive or collect from the Settlement Trust, any Protected Party, any Settling Insurer, any Non-Settling Insurer, or the respective properties of any of the foregoing Entities.

- (ii) *Pursuit of Litigation Claims.* Unknown Abuse Claimants are eligible to pursue their Litigation Claims against any Protected Party or any Non-Settling Insurers in accordance with, and subject to, the Litigation Claims Protocol (Plan Supplement 6.9(a)), and Section 6.9 of the Plan, including, but not limited to, the Settlement Trustee's written authorization, the Litigation Claim Protocol (Plan Supplement 6.9(a)), and the Litigation Claimant Agreement (Plan Supplement 6.9(c)).
- (iii) *Settlement Trust Distributions.* The amount of any Settlement Trust Distribution to be paid on account of any Unknown Abuse Claims will be determined by (A) the Abuse Claims Reviewer, in accordance with Allocation Protocol, the Settlement Trust Documents, and the Plan, or (B) if a Litigation Claim is authorized by the Settlement Trustee, pursuant to the Litigation Claimant Agreement and Sections 6.9, 6.11, and 6.12 of the Plan.
- (iv) *Cooperation with Settlement Trustee.* Each Abuse Claimant who holds Unknown Abuse Claims will provide sufficient information to (A) enable the Settlement Trustee to determine, pursuant to the Settlement Trust Documents, (1) whether to authorize an Unknown Abuse Claimant to pursue his or her Litigation Claim, if requested by such Abuse Claimant, (2) a Litigation Claimant's allocated Settlement Trust Distribution in accordance with Sections 6.11 and 6.12 of the Plan, and (B) enable the Abuse Claims Reviewer to determine the amount of any Settlement Distribution to be made on account of such Abuse Claimant's Allowed Unknown Abuse Claim.
- (v) *Abuse Claim Discharge Date.* The Abuse Claim Discharge Date for Unknown Abuse Claims will be determined according to Section 12.3 of the Plan.
- (vi) *Third Party Releases and Third Party Permanent Injunctions.* The Unknown Abuse Claims Representative, for and on behalf of the Unknown Abuse Claimants, has the right to Opt-Out of the Third Party Releases and Third Party Permanent Injunctions in accordance with the Opt-Out Procedures. **Failure of the Unknown Abuse Claims Representative to exercise such Opt-Out will constitute the express and unconditional grant, and express and unconditional agreement and consent to, the Third Party Releases and Third Party Permanent Injunctions as provided in Article 12 of the Plan, and such grant, agreement, and consent will be binding on all Unknown Abuse Claimants.**
- (vii) *No Punitive Damages.* For the avoidance of doubt, any Unknown Abuse Claimant's Claims or Causes of Action for punitive or exemplary damages related to Abuse will be treated as Penalty Claims, will be Disallowed, and

will receive no Settlement Trust Distribution or any other Distribution on account of such Claims or Causes of Action.

- (viii) *Qualified Counsel Fees and Costs.* Before making any Settlement Trust Distribution to any Unknown Abuse Claimant on account of his or her Allowed Unknown Abuse Claim, the Settlement Trustee will deduct from such Settlement Trust Distribution the applicable Qualified Counsel Fees and Costs in accordance with Section 6.14 of the Plan.
- (ix) *Releases and Medicare Certifications.* No Unknown Abuse Claimant will receive any Settlement Trust Distribution on account of such Abuse Claimant's Allowed Unknown Abuse Claim unless and until such Unknown Abuse Claimant has delivered to the Settlement Trustee an executed Abuse Claim Release and Certification in the form of Plan Exhibit B.
- (x) *Settlement Trust Provisions in Article 6 of the Plan.* For the avoidance of doubt, Article 6 of the Plan applies to the Unknown Abuse Claims.

(b) *Voting.* Because the Unknown Abuse Claims are Impaired by the Plan, the Unknown Abuse Claims Representative is entitled to vote to accept or reject the Plan on account of the Unknown Abuse Claims, as the representative of the Unknown Abuse Claimants.

Section 4.5 Class 5 (2017 Bond Claims). Class 5 consists of the 2017 Bond Claims.

(a) *Allowance.* On the Effective Date, the principal amount of 2017 Bond Claims will be an Allowed Unsecured Claim in the principal amount of \$37,970,000, minus the principal payments that will be paid when the 2017 Bonds are Reinstated.

(b) *Treatment.* As modified by the 2017 Bond Trustee Settlement Agreement, the legal, equitable, and contractual rights of each Creditor holding a 2017 Bond Claim will be Reinstated on the Effective Date. For the avoidance of doubt, the Reorganized Debtor will pay the following, in Cash, to the 2017 Bond Trustee: (i) on the Effective Date, all principal or interest payments that are due as of the Effective Date, without acceleration, on the 2017 Bonds; (ii) on the Effective Date, the 2017 Bond Trustee's Claim in accordance with Section 2.3 of the Plan; and (iii) the 2017 Bond Trustee's Professional Fee Claims in accordance with Section 2.3 of the Plan.

(c) *Voting.* Because the 2017 Bond Claims are Unimpaired by the Plan, each Creditor holding a 2017 Bond Claim is presumed to have accepted the Plan with respect to such Claim. No Creditor holding a 2017 Bond Claim, therefore, is entitled to vote to accept or reject the Plan on account of such Claim.

Section 4.6 Class 6 (Abuse Related Contingent Contribution and Indemnity Claims). Class 6 includes the Abuse Related Contingent Contribution and Indemnity Claims.

(a) *Treatment.* In accordance with section 502(e)(1) of the Bankruptcy Code, each Abuse Related Contingent Contribution and Indemnity Claim against the Debtor will be extinguished as of the Effective Date. Additionally, in exchange for the Channeling Injunctions provided in the Plan, as of the Effective Date, the Non-Debtor Catholic Entities who hold Abuse Related Contingent Contribution and Indemnity Claims will expressly release such Claims. Class 6 Claims will receive no Distribution and no Settlement Trust Distribution.

(b) *Voting.* Creditors holding Abuse Related Contingent Contribution and Indemnity Claims are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code, because no Distribution will be made to such Creditors on account of such Claims. Therefore, no Creditor holding an Abuse Related Contingent Contribution and Indemnity Claim is entitled to vote on the Plan on account of such Claim.

Section 4.7 Class 7 (Priest Pension Claims and Priest Retiree Medical Benefits Claims, including Subclass 7A, Subclass 7B, and Subclass 7C). Subclass 7A includes the Priest Pension Claims, Subclass 7B includes the Disallowed Priest Pension Claims, and Subclass 7C includes the Priest Retiree Medical Benefits Claims.

(a) *Treatment.*

- (i) *Treatment of Priest Pension Claims in Subclass 7A.* The legal, equitable, and contractual rights of each Creditor holding a Priest Pension Claim in Subclass 7A will be Reinstated on the Effective Date.
- (ii) *Treatment of Disallowed Priest Pension Claims in Subclass 7B.* The Reorganized Debtor will not make any payments with respect to a Disallowed Priest Pension Claim, which includes any Priest Pension Claim to or for the benefit of an individual against whom there have been substantiated allegations of Abuse of a minor or vulnerable adult, as identified in either (A) the Report Regarding Clergy Abuse, or (B) a Final Order entered by the Bankruptcy Court before the Confirmation Date. Disallowed Priest Pension Claims will be deemed Disallowed on the Effective Date.
- (iii) *Treatment of Priest Retiree Medical Benefits Claims in Subclass 7C.* The legal, equitable, and contractual rights of each Creditor holding a Priest Retiree Medical Benefits Claim will be Reinstated on the Effective Date.

(b) *Voting.*

- (i) *Subclass 7A.* Creditors holding Subclass 7A Claims are deemed to have accepted the Plan under section 1125(f) of the Bankruptcy Code, because such Claims are Unimpaired. Therefore, no Creditor holding a Priest Pension Claim will be entitled to vote on the Plan on account of such Claim.
- (ii) *Subclass 7B.* Creditors holding Disallowed Priest Pension Claims in Subclass 7B Claims are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code, because no Distribution will be made to such Creditors on account of such Claims. Therefore, no Creditor holding a Disputed Priest Pension Claim is entitled to vote on the Plan on account of such Claim.
- (iii) *Subclass 7C.* Because the Priest Retiree Medical Benefits Claims are Unimpaired by the Plan, no Creditor holding a Priest Retiree Medical Benefits Claim is entitled to vote to accept or reject the Plan on account of such Claim.

Section 4.8 Class 8 (Portfolio Claims). Class 8 includes the Portfolio Claims. The Portfolio Claims listed on Plan Supplement 4.8.

(a) *Treatment.* The Portfolio Claims shall be subordinated to the payment of (a) the Archdiocese's Settlement Consideration to be paid to the Settlement Trust, and (b) the indebtedness evidenced by the 2017 Bonds; provided, however, the Archdiocese shall be permitted to pay Portfolio Claims until the Archdiocese receives a default notice of a payment default from the 2017 Bond Trustee.

(b) *Voting.* Because the Portfolio Claims are Impaired by the Plan, each Creditor holding a Portfolio Claim is entitled to vote to accept or reject the Plan on account of such Claim.

Section 4.9 Class 9 (General Unsecured Claims). Class 9 includes General Unsecured Claims.

(a) *Treatment.* Unless otherwise agreed in a written agreement between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), in full and final satisfaction of, and in exchange for, each General Unsecured Claim, the Reorganized Debtor will pay each Creditor holding an Allowed General Unsecured Claim Cash equal to the principal amount of such Claim within fifteen (15) days from the later of (i) the Effective Date, and (ii) the date such Claim becomes an Allowed Claim.

(b) *Voting.* Because the General Unsecured Claims are Impaired by the Plan, each Creditor holding a General Unsecured Claim is entitled to vote to accept or reject the Plan on account of such Claim.

ARTICLE 5
MEANS FOR IMPLEMENTATION OF THE PLAN

Section 5.1 Creation of the Settlement Trust for the Benefit of the Abuse Claimants. With respect to the Channeled Claims, in accordance with Article 6 of the Plan, on or before the Effective Date, the Settlement Trust will be established for the purposes of (a) assuming the liabilities of the Protected Parties and the Settling Insurers, and (b) receiving, liquidating, and distributing Settlement Trust Assets in accordance with the Plan and Settlement Trust Documents. The Settlement Trust Agreement is attached as Plan Exhibit C-1, and Allocation Protocol is attached to the Settlement Trust Agreement as Plan Exhibit C-2.

Section 5.2 Settlement Trust Assets. From and after the Effective Date, any Cash, proceeds, or other property received by the Settlement Trust will constitute Settlement Trust Assets. On the Effective Date, the Settlement Trust Assets will include the following:

(a) *Archdiocese's Settlement Consideration.* The Archdiocese's Settlement Consideration includes the following, as set forth in Section 5.2(a) of the Plan and Plan Supplement 5.2(a):

- (i) On the Effective Date, the Archdiocese will transfer Cash in the amount of \$50,000,000 to the Settlement Trust.
- (ii) On the Effective Date, the Archdiocese will transfer and assign its interests in the Covered Entities' Insurance Claims related to the Non-Settling Insurers' Policies to the Settlement Trust.
- (iii) On or before the Effective Date, the Archdiocese will retain a real estate broker to market, for sale, the Archdiocese's Contributed Real Property, as will be shown on Plan Supplement 5.2(a).
 - (A) The Archdiocese will transfer net sale proceeds attributable to the sale of any Archdiocese's Contributed Real Property to the Settlement Trust.
 - (B) If any part of the Archdiocese' Contributed Real Property has not sold within one (1) year of the Effective Date, the Archdiocese will transfer such property to the Settlement Trust.
 - (C) Until (i) or (ii) above occurs, the Archdiocese will maintain casualty and flood insurance coverage for the Archdiocese's Contributed Real Property.

(b) *The Non-Debtor Catholic Entities' Settlement Consideration.* The Non-Debtor Catholic Entities' Settlement Consideration includes the following, as set forth in Section 5.2(b) of the Plan and Plan Supplement 5.2(b):

- (i) On the Effective Date, the Non-Debtor Catholic Entities will transfer Cash in the amount of \$12,500,000 to the Settlement Trust.
- (ii) On the Effective Date, the Non-Debtor Catholic Entities will transfer and their interests in the Covered Entities' Insurance Claims related to the Non-Settling Insurers' Policies to the Settlement Trust.
- (iii) On or before the Effective Date, each applicable Non-Debtor Catholic Entity will retain a real estate broker to market, for sale, the applicable Non-Debtor Catholic Entity's Contributed Real Property, as will be shown on Plan Supplement 5.2(b).
 - (A) The applicable Non-Debtor Catholic Entity will transfer net sale proceeds attributable to the sale of any of the Non-Debtor Catholic Entities' Contributed Real Property to the Settlement Trust.
 - (B) If any part of the Non-Debtor Catholic Entities' Contributed Real Property has not sold within one (1) year of the Effective Date, the applicable Non-Debtor Catholic Entity will transfer such property to the Settlement Trust.
 - (C) Until (i) or (ii) above occurs, the applicable Non-Debtor Catholic Entities will maintain casualty and flood insurance coverage for such applicable Non-Debtor Catholic Entity's Contributed Real Property.

(c) *The Cash Included in the Settling Insurers' Settlement Consideration.* As shown on Plan Supplement 5.2(c), on or before the Effective Date, any Settling Insurer will transfer to the Debtor or Reorganized Debtor (as applicable) Cash. No later than the Effective Date, the Debtor will transfer the Settling Insurers' Settlement Consideration to the Settlement Trust.

(d) *Transfer of the Covered Entities' Insurance Claims.* For the avoidance of doubt, effective as of the Effective Date, and in accordance with Section 6.7 of the Plan, the Covered Entities' Insurance Claims will be assigned and transferred to the Settlement Trust.

(e) *Participating Religious Orders.* As shown on Plan Supplement 5.2(e), any Participating Religious Order will (i) execute the applicable Participating Religious Orders' Settlement Agreement, and (ii) transfer to the Debtor the applicable Participating Religious Orders' Settlement Consideration. No later than the Effective Date, the Debtor will transfer the Participating Religious Orders' Settlement Consideration to the Settlement Trust.

Section 5.3 Additional Plan Consideration. In addition to the Cash, properties, and other consideration described in Sections 5.2(a) through 5.2(e) of the Plan, in consideration of the Channeling Injunctions, the Debtor, the Non-Debtor Catholic Entities, and the Settling Insurers will provide the additional consideration described in Plan Supplement 5.3.

Section 5.4 Non-Monetary Commitments. To further promote healing and reconciliation, subject to the occurrence of the Effective Date, the Debtor, Reorganized Debtor, and Non-Debtor Catholic Entities have agreed to undertake *The Roman Catholic Church of the Archdiocese of New Orleans Non-Monetary Plan Provisions to Foster Child Safety and Prevent Child Sexual Abuse* (the "**Non-Monetary Commitments**") (Plan Exhibit E).

Section 5.5 Settlement Trust Distributions and Litigation Claims Proceeds. Abuse Claimants holding Allowed Abuse Claims will receive Settlement Trust Distributions on account of such Claims. Alternatively, if authorized by the Settlement Trustee, Abuse Claimants holding Other Known Abuse Claims or Unknown Abuse Claims may pursue their Litigation Claims in accordance with, and subject to, the Litigation Claimant Agreement and Articles 6 and 12 of the Plan.

Section 5.6 Distributions to Creditors Holding Allowed Non-Abuse Claims. Except as Non-Abuse Claims that are covered by any Non-Abuse Insurance Policy, as provided in Section 8.6 of the Plan, the Debtor or Reorganized Debtor (as applicable) will be the source of funds to make Distributions to Creditors holding Allowed Non-Abuse Claims.

Section 5.7 Continued Corporate Existence and Vesting of Assets. Except as otherwise provided in the Plan, including Section 5.2(a) of the Plan, as of the Effective Date: (a) the Archdiocese will continue, as the Reorganized Debtor, to exist as a legal entity, with all of the powers of such legal entity under applicable law and without prejudice to any right to alter or terminate such existence (by merger, dissolution or otherwise) under applicable law; and (b) property of the Estate, and any property acquired by the Debtor or Reorganized Debtor under the Plan, will vest in the Reorganized Debtor free and clear of all Claims, Liens, charges, and other interests, except as expressly provided to the contrary in the Plan. On and after the Effective Date, the Reorganized Debtor may operate and may use, acquire, and dispose of property, and compromise or settle any Non-Abuse Claims, without supervision or approval by the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject only to restrictions expressly imposed by the Plan Documents.

Section 5.8 Identity of the Reorganized Debtor's Officers and Directors. On and after the Effective Date, the Archdiocese will continue to operate in accordance with the principles of its Mission, Canon Law, and applicable laws. In accordance with section 1129(a)(5) of the Bankruptcy Code, Plan Supplement 5.8 discloses the identities and affiliations of the persons proposed to serve as directors and officers of the Reorganized Debtor on and after the Effective Date.

Section 5.9 Further Authorization. The Reorganized Debtor will be entitled to seek such Orders, judgments, injunctions, rulings, and other assistance as it deems necessary to implement the intentions and purposes, and to give full effect to the provisions, of the Plan.

ARTICLE 6

THE SETTLEMENT TRUST, LITIGATION CLAIMS, AND SETTLEMENT TRUST DISTRIBUTIONS

Section 6.1 Creation. On the Effective Date, the Settlement Trust will be established in accordance with the Settlement Trust Documents. The Settlement Trust is intended to qualify as a "Designated" or "Qualified Settlement Fund" pursuant to Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The Archdiocese is the "transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Settlement Trustee will be classified as the "administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3). The Settlement Trust Documents are incorporated herein by reference. On the Effective Date, the liability of the Protected Parties and Settling Insurers for, and obligation to pay, Known Abuse Claims and Unknown Abuse Claims will be assigned to, and assumed by, the Settlement Trust. The Settlement Trust will have no liability for Non-Abuse Claims, and Creditors holding Non-Abuse Claims will have no recourse to the Settlement Trust or Settlement Trust Assets with respect to such Claims.

Section 6.2 Vesting of Settlement Trust Assets. As of the Effective Date, title to all rights and interests in the Settlement Trust Assets will be transferred to the Settlement Trustee free and clear of any and all Liens, Claims, encumbrances, or interests of any kind in or on such property of any Entity (including any and all Liens, Claims, encumbrances, or interests of Creditors), except as otherwise expressly provided in the Plan.

Section 6.3 Appointment of the Settlement Trustee. The Settlement Trustee will commence serving as the Settlement Trustee on the Effective Date, and the Settlement Trustee's compensation will be in accordance with Exhibit 1 to the Settlement Trust Agreement (each attached as Plan Exhibit C-1); provided, however, the Settlement Trustee will be permitted to (a) act in accordance with the terms of the Settlement Trust Agreement from such earlier date as authorized by the Archdiocese and Creditors' Committee, and (b) seek compensation for such services in accordance with the terms of the Plan and Settlement Trust Documents. Plan Supplement 6.3 identifies the Settlement Trustee, and includes appropriate disclosures, including the Settlement Trustee's compensation.

Section 6.4 The Abuse Claims Reviewer and Allocation Protocol. The Abuse Claims Reviewer will commence serving as the Abuse Claims Reviewer on the Effective Date. Plan Supplement 6.4 identifies the initial Abuse Claims Reviewer, and includes appropriate disclosures, including the Abuse Claims' Reviewer's compensation. The Abuse Claims Reviewer will (a) conduct a review of each Abuse Claim, and (b) make determinations regarding the amount of Settlement Trust Distributions that should be made or allocated to Abuse Claimants holding Other Known Abuse Claim and Unknown Abuse Claims, which determinations will be made pursuant to the Settlement Trust Agreement (Plan Exhibit C-1) and Allocation Protocol (Plan Exhibit C-2). The Abuse Claims Reviewer will be entitled to compensation for services in accordance with the Settlement Trust Documents.

The Debtor and Reorganized Debtor will reasonably cooperate with the Abuse Claims Reviewer and/or the Settlement Trustee as requested by the Abuse Claims Reviewer and/or the Settlement Trustee in connection with determinations to be made pursuant to Allocation Protocol.

Section 6.5 Reserve Funds within the Settlement Trust and the Settlement Trust Corpus. The following reserves will be established in the Settlement Trust no later than the Effective Date, in accordance with the Plan and the Settlement Trust Agreement:

(a) *Known Abuse Convenience Claims Reserve Fund.* The Settlement Trustee will establish the Known Abuse Convenience Claims Reserve Fund, which will be reserved for Settlement Trust Distributions to, and payments of, (i) Allowed Known Abuse Convenience Claims, inclusive of any applicable Qualified Counsel Fees and Costs, as provided in Sections 4.3(d)(i), 4.4(a)(viii), and Section 6.14 of the Plan and the Settlement Trust Agreement, (ii) the fees and expenses of the Settlement Trustee related to the Known Abuse Convenience Claims, and (iii) any applicable Medicare Holdback as provided in Section 6.15(l) of the Plan. If any balance remains in the Known Abuse Convenience Claims Reserve Fund after payment of the foregoing, such balance will be reallocated to the Settlement Trust Corpus in accordance with the terms of the Settlement Trust Documents.

(b) *Unknown Abuse Claims Reserve Fund.* The Settlement Trustee will establish the Unknown Abuse Claims Reserve Fund, which will be reserved for Settlement Trust Distributions to, and payments of, (i) Allowed Other Unknown Abuse Claims, inclusive of any applicable Qualified Counsel Fees and Costs in accordance with Sections 4.3(d)(i), 4.4(a)(viii), and Section 6.14 of the Plan, (ii) the fees and expenses of the Abuse Claims Reviewer and Unknown Abuse Claims Representative related to the Unknown Abuse Claims, and (iii) any applicable Medicare Holdback as provided in Section 6.15(l) of the Plan. Settlement Trust Distributions on account of Allowed Unknown Abuse Claims will be in amounts to be determined by the Abuse Claims Reviewer in accordance with the Plan and Settlement Trust Documents. If any balance remains in the Unknown Abuse Claims Reserve Fund after payment of the foregoing, such balance will be reallocated to the Settlement Trust Corpus in accordance with the Settlement Trust Documents.

(c) *Protected Parties' Post-Effective Date Costs Reserve Fund.* The Settlement Trustee will establish the Protected Parties' Post-Effective Date Costs Reserve Fund in accordance with Section 6.13 of the Plan and the Settlement Trust Agreement. If any balance remains in the Post-Effective Date Costs Reserve Fund after payment of the Protected Parties' Post-Effective Date

Costs in accordance with the Protected Parties' Post Effective Date Costs Procedures, such balance will be reallocated to the Settlement Trust Corpus in accordance with the Settlement Trust Documents.

After establishing the Known Abuse Convenience Claims Reserve Fund, Unknown Abuse Claims Reserve Fund, and Protected Parties' Post-Effective Date Costs Reserve Fund, the remaining Settlement Trust Assets will be held in the Settlement Trust Corpus, which will be held for Settlement Trust Distributions to, and payment of, (i) any Allowed Other Known Abuse Claim, inclusive of any applicable Qualified Counsel Fees and Costs in accordance with Sections 4.3(d)(i), 4.4(a)(viii), and Section 6.14 of the Plan, (ii) the fees and expenses of the Settlement Trustee, (iii) the fees and expenses of the Abuse Claims Reviewer related to the Other Known Abuse Claims and Known Abuse Claims, (iv) the replenishment of the Protected Parties' Post-Effective Date Costs Reserve Fund in accordance with Section 6.13 of the Plan, and (v) the Settlement Trust's defense and indemnity obligations as provided in Section 6.15(k), Section 6.15(l), and 6.16(c)-(d) of the Plan. Settlement Trust Distributions on account of Allowed Other Known Abuse Claims will be paid from the Settlement Trust Corpus, and will be in amounts to be determined by the Abuse Claims Reviewer in accordance with the Plan and Settlement Trust Documents.

Section 6.6 The Settlement Trust Advisory Committee. The Plan and Settlement Trust Agreement provide for the creation of a Settlement Trust Advisory Committee. The members of the Settlement Trust Advisory Committee will have only such limited rights, duties, and powers as set forth in the Plan and Settlement Trust Agreement. Upon a member's death, resignation, or removal for good cause shown, the remaining members of the Settlement Trust Advisory Committee may fill (but are not required to fill) the applicable vacancy on the Settlement Trust Advisory Committee with a new member, subject to the consent of the Settlement Trustee, which consent will not be unreasonably withheld. Upon termination of the Settlement Trust, the Settlement Trust Advisory Committee will be deemed dissolved and discharged of and from any and all further authority, duties, responsibilities, and obligations with respect to or in connection with the Settlement Trust.

Except for the reimbursement of reasonable actual costs and expenses incurred in connection with their duties as members of the Settlement Trust Advisory Committee, the members of the Settlement Trust Advisory Committee will serve without compensation. Reasonable expenses incurred by members of the Settlement Trust Advisory Committee may be solely paid by the Settlement Trust, without need for approval of the Bankruptcy Court. For the avoidance of doubt, no Protected Party or Settling Insurer will be responsible for any fees, costs, or expenses associated with the Settlement Trust Advisory Committee or its members.

Section 6.7 The Covered Entities' Insurance Claims Assignment. On the Effective Date, with the exception of the Preserved Coverage, the Covered Entities' Insurance Claims will be assigned and transferred to the Settlement Trust pursuant to the Covered Entities' Insurance Claims Assignment, which will be Filed as Plan Supplement 6.7. Thereafter, except as to the Preserved Coverage, the Settlement Trust will be the estate representative pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and will have the exclusive right to (a) pursue and enforce the Covered Entities' Insurance Claims, and (b) authorize Litigation Claims as set forth in Section 6.9 of the Plan and Plan Supplements 6.9(a) and 6.9(c). In addition to the insurance neutrality provisions contained in Section 7.9 of the Plan

(a) No limitations on recovery from any Non-Settling Insurers will be imposed by (i) because the Debtor Filed the Chapter 11 Case, or (ii) because any Settlement Trust Distribution was or will be made to an Abuse Claimant.

(b) The Covered Entities' Insurance Claims Assignment will not affect any Non-Settling Insurer's duty to defend.

(c) Subject to the Preserved Coverage, the Settlement Trust will have full access to coverage under the Non-Settling Insurers' Policies to the greatest extent permitted by applicable non-bankruptcy law, in the same manner and to the same extent as the Covered Entities before (i) the Effective Date, and (ii) the Covered Entities' Insurance Claims Assignment.

(d) The Non-Settling Insurers will retain any and all coverage defenses, but Confirmation or effectuation of the Plan will not trigger any coverage defense, or give rise to any additional coverage defense, that did not exist before the Petition Date or Confirmation, and no coverage defenses are created by the Debtor's bankruptcy or the negotiation, solicitation, or Confirmation of the Plan, including, but not limited to, any treatment of, or protections afforded to, any Covered Entity or Settling Insurer under the Plan.

(e) The Covered Entities' Insurance Claims Assignment do not affect any rights to contest any Covered Entity's liability or the amount of damages in respect of any Abuse Claims.

Section 6.8 Settlement Trust Insurance Agreements with Non-Settling Insurers. The Settlement Trust will use reasonable efforts, consistent with the terms of the Settlement Trust Agreement and its fiduciary duties to the Abuse Claimants who are Settlement Trust Beneficiaries, to enter into Settlement Trust Insurance Settlement Agreements with each Non-Settling Insurer.

Section 6.9 Litigation Claims.

(a) At any time prior to the earlier to occur of (i) the first anniversary of the Effective Date, and (ii) the occurrence of the applicable Abuse Claim Discharge Date, the Settlement Trustee, in accordance with the Litigation Claims Protocol Filed as Plan Supplement 6.9(a), and the Settlement Trust Documents, may authorize one or more Abuse Claimants holding either an Other Known Abuse Claim or an Unknown Abuse Claim, at such Abuse Claimants' expense, to proceed as a Litigation Claimant by commencing (or resuming prosecution of) an Action in any court of competent jurisdiction solely for the purpose of determining any liability that any Protected Party may have with respect to such Abuse Claimant's Litigation Claim, the amount of that liability, and to pursue Claims against Non-Settling Insurers with respect to such Abuse Claimant's Litigation Claim.

(b) Before deciding whether to authorize an Abuse Claimant to proceed as a Litigation Claimant, the Settlement Trustee will consult with the Reorganized Debtor and any other Protected Party against whom such Abuse Claimant's Claim is asserted.

(c) If the Settlement Trustee decides, in the Settlement Trustee's sole and exclusive discretion, to authorize an Abuse Claimant to proceed as a Litigation Claimant, the Settlement Trustee will require the Abuse Claimant to deliver an executed Litigation Claimant Agreement in the form that will be Filed as Plan Supplement 6.9(c). The Settlement Trustee will provide a copy of each executed Litigation Claimant Agreement to the Reorganized Debtor upon execution thereof, and to any other Protected Party upon request.

(d) The Protected Parties' Post-Effective Date Costs incurred in connection with Litigation Claims will be paid in accordance with Section 6.13 of the Plan.

(e) No Entity may enforce any Litigation Award, or by any manner or means seek to collect, attach, or otherwise recover any Litigation Award against any Protected Party, any Settling Insurer, or any of their respective properties. Consistent with the Litigation Claimants Agreements, any Litigation Award or other recovery from the prosecution or settlement of any Litigation Claim will be fully enforceable solely against, and paid solely by, Non-Settling Insurers under the terms of that Non-Settling Insurers' Policies.

Section 6.10 Withdrawal of Litigation Claim. A Litigation Claimant may withdraw his or her decision to be a Litigation Claimant at any time by written notice to the Settlement Trustee. Upon providing

such notice, the Litigation Claimant's election not to proceed with his or her authorized Litigation Claim will be irrevocable.

Section 6.11 Settlement Trust Distributions to Litigation Claimants. A Litigation Claimant's allocated Settlement Trust Distribution will be held in reserve by the Settlement Trustee until one of the following will occur:

(a) A court of competent jurisdiction enters a Final Order determining that no Protected Party has any liability on account of such Abuse Claimant's Litigation Claim (any such order, a "**Denial Order**"), at which point such Litigation Claimant's Abuse Claim will be Disallowed in its entirety, and the Litigation Claimant will not be entitled to any Settlement Trust Distribution.

(b) The Settlement Trust enters into a Settlement Trust Insurance Settlement with respect to any Non-Settling Insurer's Policy that covers a Litigation Claimant's Abuse Claim (the policy or policies that respond to such Claim is a "**Non-Settling Insurer's Target Policy**"), at which point the Settlement Trustee will make a Settlement Trust Distribution on account of such Litigation Claimant's Allowed Abuse Claim, including, but not limited to, any applicable Settlement Trust Distribution Enhancement (as provided in Section 6.12 of the Plan), subject to the Settlement Trustee receipt of such Litigation Claimant's executed Abuse Claim Release and Certification.

(c) A court enters a Litigation Award that becomes final and non-appealable, at which point, at the election of the Litigation Claimant, either:

- (i) (A) the Litigation Claimant will retain the Litigation Award and the proceeds of such Litigation Award, (B) the Litigation Claimant will not be entitled to any Settlement Trust Distribution, and (C) the Litigation Claimant will not be entitled to either (1) any Settlement Trust Distribution Enhancement, or (2) any proceeds of any applicable Settlement Trust Insurance Settlement; or
- (ii) (A) the Litigation Claimant will assign his or her Litigation Award to the Settlement Trust, (B) subject to the Settlement Trustee's receipt of such Litigation Claimant's executed Abuse Claim Release and Certification, the Settlement Trustee will make a Settlement Trust Distribution on account of such Litigation Claimant's Allowed Abuse Claim, and (C) the Litigation Claimant will not be entitled to any Settlement Trust Distribution Enhancement.

The foregoing election must be made by the Litigation Claimant within thirty (30) days of the Litigation Award becoming final and non-appealable, in default of which the Litigation Claimant will be deemed to have elected the option in Section 6.11(c)(i) above. Regardless of the election, 10% of any Litigation Award collected by or paid to a Litigation Claimant will be remitted by the Litigation Claimant to the Settlement Trust on account of costs and expenses incurred by the Settlement Trust in connection with the Litigation Claim.

(d) The Litigation Claimant enters into a settlement with respect to his or her Abuse Claim, at the election of the Litigation Claimant, either:

- (i) (A) the Litigation Claimant will retain any settlement proceeds from the Litigation Claim, and (B) the Litigation Claimant will not be entitled to (1) any Settlement Trust Distribution, (2) Settlement Trust Enhancement, or (3) any proceeds of any applicable Settlement Trust Insurance Settlement; or

- (ii) (A) the Litigation Claimant will assign his or her settlement proceeds to the Settlement Trust, (B) subject to the Settlement Trustee's receipt of such Litigation Claimant's executed Abuse Claim Release and Certification, the Settlement Trustee will make a Settlement Trust Distribution on account of such Litigation Claimant's Allowed Abuse Claim, and (C) the Litigation Claimant will not be entitled to any Settlement Trust Distribution Enhancement.

The foregoing election must be made by the Litigation Claimant within thirty (30) days of the settlement, in default of which the Litigation Claimant will be deemed to have elected the option in Section 6.11(d)(i) above. Regardless of the election, 10% of any settlement proceeds collected by or paid to a Litigation Claimant will be paid by the Litigation Claimant to the Settlement Trust on account of costs and expenses incurred by the Settlement Trust in connection with the Litigation Claim.

Section 6.12 Settlement Trust Distribution Enhancements. To the extent the Settlement Trustee enters into a Settlement Trust Insurance Settlement with any Non-Settling Insurers that covers a Litigation Claimant's Abuse Claim and the applicable Non-Settling Insurer's Target Policy, such Litigation Claimant will be entitled to an enhanced Settlement Trust Distribution (the "**Settlement Trust Distribution Enhancement**"), as set forth below, which enhanced amount will be payable from the proceeds of the applicable Settlement Trust Insurance Settlement. The Settlement Trust Distribution Enhancements are independent of any other Settlement Trust Distribution Enhancements, and are not intended to be cumulative. The amount of any Settlement Trust Distribution Enhancement will be determined as follows:

(a) A Litigation Claimant will be entitled to an enhancement of ten percent (10%) if the Settlement Trust negotiates a Settlement Trust Insurance Settlement involving a Non-Settling Insurer's Target Policy of such Litigation Claimant if the Settlement Trust Insurance Settlement is entered into before commencing litigation with respect to such Litigation Claimant's case.

(b) A Litigation Claimant will be entitled to an enhancement of twenty-five percent (25%) if the Settlement Trust negotiates a Settlement Trust Insurance Settlement involving a Non-Settling Insurer's Target Policy of such Litigation Claimant if the Settlement Trust Insurance Settlement is entered into after litigation commences, but before a deposition or interview of the Litigation Claimant by opposing counsel in such Litigation Claimant's case.

(c) A Litigation Claimant will be entitled to an enhancement of forty percent (40%) if the Settlement Trust negotiates a Settlement Trust Insurance Settlement involving a Non-Settling Insurer's Target Policy of such Litigation Claimant if the Settlement Trust Insurance Settlement is entered into after a deposition or interview of the Litigation Claimant by opposing counsel but before commencement of a trial in such Litigation Claimant's case.

(d) A Litigation Claimant will be entitled to an enhancement of fifty percent (50%) if the Settlement Trust negotiates a Settlement Trust Insurance Settlement involving a Non-Settling Insurer's Target Policy of such Litigation Claimant if the Settlement Trust Insurance Settlement is entered into on or after the first day of a trial in such Litigation Claimant's case.

(e) A Litigation Claimant will be entitled to an enhancement of one hundred percent (100%) if the Settlement Trust negotiates a Settlement Trust Insurance Settlement involving a Non-Settling Insurer's Target Policy of such Litigation Claimant if the Settlement Trust Insurance Settlement is entered into after entry of a Litigation Award entered in favor of the Litigation Claimant, provided such Litigation Award becomes a final and non-appealable.

Section 6.13 The Protected Parties' Post-Effective Date Costs Reserve Fund and Procedures. The Settlement Trust will establish the Protected Parties' Post-Effective Date Costs Reserve Fund, which will be funded in the amount of not less than \$1,000,000. The Settlement Trustee will provide

any and all Protected Parties with a written statement as to the balance of the Protected Parties' Post-Effective Date Costs Reserve Fund no later than the fifteenth day of each month until such time as the Protected Parties' Post-Effective Date Costs Reserve Fund is exhausted.

In the Settlement Trustee's sole and exclusive discretion, the Settlement Trustee may replenish the Protected Parties' Post-Effective Date Costs Reserve Fund from assets held in the Settlement Trust Corpus. If, at any time, the Protected Parties' Post-Effective Date Costs Reserve Fund falls below \$250,000, the Settlement Trustee will immediately report the same to the Protected Parties, and the Protected Parties will be irrevocably released from any further obligations they would otherwise have under the Plan with respect to any Covered Entities' Abuse Insurance Claim, including, without limitation, any Post-Effective Date Insurance Obligations. The Settlement Trust will remain responsible for the payment of any and all Protected Parties' Post-Effective Date Costs incurred within one year following the date of such report to the extent any funds remain in the Protected Parties' Post-Effective Date Costs Reserve Fund.

All invoices for Protected Parties' Post-Effective Date Costs will be submitted to the Settlement Trustee via email within sixty (60) days following the end of the month in which Protected Parties' Post-Effective Date Costs are incurred (such submission, a "**Post-Effective Date Fee Notice**"). All Post-Effective Date Fee Notices provided to the Settlement Trustee may be redacted to prevent the disclosure of privileged information, work product, or trial strategy. The Settlement Trustee will keep all Post-Effective Date Fee Notices confidential and will not share any information contained in them (other than the amount of the fees) with (a) any counsel for the Settlement Trust Advisory Committee or member thereof, (b) any Litigation Claimant, or his or her counsel, or (c) any professional whose firm is counsel of record to the Settlement Trust or Settlement Trustee in connection with any Covered Entities' Insurance Claims. For the avoidance of doubt, the Settlement Trustee may share such Post-Effective Date Fee Notices with professional advisors retained by the Settlement Trust provided (a) such advisors are not counsel of record to the Settlement Trust or Settlement Trustee with respect to the Covered Entities' Insurance Claims, and (b) such advisors agree, in a writing mutually acceptable to the applicable Protected Parties and the Settlement Trustee, to keep such notices and the substance of such notices, confidential.

Within sixty (60) days of submission of a Post-Effective Date Fee Notice, the Settlement Trustee will either (a) inform the applicable Protected Parties and any professional submitting a Post-Effective Date Fee Notice of any disputes regarding the requested fees and expenses, or (b) pay the requested fees and expenses. If any such dispute cannot be resolved within fifteen (15) days or such other amount of time agreed upon by the parties, upon at least fifteen (15) days' notice to the other party, any party to such dispute may submit the dispute to the Bankruptcy Court for adjudication. The Bankruptcy Court will retain jurisdiction to review the applicable fees and expenses as to reasonableness in light of the work performed.

Section 6.14 Qualified Counsel Fees and Cost. Qualified Counsel Fees and Costs will be determined based on applicable state law and individual arrangements made between the Qualified Counsel and the applicable Abuse Claimant (a "**Contingency Fee Agreement**"), and pursuant to the procedures set forth in this Section. Payments of Qualified Counsel Fees and Costs will be deducted from the applicable Settlement Trust Distributions and held in reserve by the Settlement Trustee as the Abuse Claimant receives a Settlement Trust Distribution. Before the Settlement Trustee may distribute any portion of such reserved Qualified Counsel Fees and Costs, however, the following must occur:

- (a) At least one of the attorneys for the applicable Abuse Claimant (the "**Abuse Claimant Client**") must provide the Settlement Trustee a copy of a declaration, signed under penalty of perjury (a "**Counsel Declaration**"), attesting to the following:
 - (i) if the Counsel Declarant is practicing law in the State of Louisiana, the Counsel Declarant's Abuse Claimant Client executed a contingent fee contract for legal services (the "**Contingency Fee Agreement**") in full with the provisions of La. Rev. Stat. § 37:218 and La. St. Bar art. XVI, R. 1.5, including, where applicable (A) whether, under the Contingency Fee

Agreement, costs are to be deducted before or after the contingent fee (the “**Contingency Fee**”) is calculated, and (B) if attorneys at more than one law firm represent the Abuse Claimant Client, the amount of Contingency Fees to be paid each law firm or lawyer from a different firm is consistent with the provisions of the Contingency Fee Agreement;

- (ii) if the Counsel Declarant is not practicing law in the State of Louisiana, the Counsel Declarant has complied with all applicable state laws that govern contingent fee arrangements regarding the applicable Abuse Claimant Client;
 - (iii) the Counsel Declarant must have provided written notice (the “**Counsel Notice**”) to the applicable Abuse Claimant Client of (A) the amount of compensation and reimbursement of costs the Counsel Declarant believes is due under the Contingent Fee Agreement from the Settlement Trust Distribution, (B) whether the Contingency Fee is calculated before or after costs to be paid from any Settlement Trust Distribution, and (C) list of the costs the Counsel Declarant believes is due under the Contingency Fee Agreement from the Settlement Trust Distribution;
 - (iv) a copy of such Counsel Notice must be attached to Counsel Declaration;
 - (v) the Counsel Notice must inform the Abuse Claimant Client that he or she had fourteen (14) days from receipt of the Counsel Notice (the “**Counsel Fee and Costs Objection Deadline**”) to contest (A) the reasonableness of the Contingency Fee to be paid from the Settlement Trust Distribution as disclosed in the Counsel Notice, (B) the calculation of the Contingency Fee as disclosed in the Counsel Notice, and/or (C) the costs as disclosed in the Counsel Notice; and
 - (vi) the Counsel Notice must inform the Abuse Claimant Client that if the Abuse Claimant Client has an objection to the payment of amounts disclosed in the Qualified Counsel Notice, such objection (a “**Contingency Fee Objection**”) must be made in writing to the Settlement Trustee at the address or addresses provided in the Counsel Notice; and
- (b) The Settlement Trustee either:
- (i) did not receive a Contingency Fee Objection from the Abuse Claimant Client on or before the Qualified Counsel Fee and Costs Objection Deadline; or
 - (ii) received a Contingency Fee Objection from the Abuse Claimant Client on or before the Qualified Counsel Fees and Costs Objection Deadline, and the Bankruptcy Court or other court of competent jurisdiction has determined, by final order, the dispute concerning the Contingency Fee and costs.

The Settlement Trust and Settlement Trustee will not have any liability for any fees or expenses of attorneys representing any the Abuse Claimant, except to the extent that the Settlement Trust is required to make payments of the Qualified Counsel Fees and Costs as provided in the Plan. The Protected Parties and Settling Insurers will not have any liability for any fees or expenses of attorneys representing any Abuse Claimant, including, but not limited to, the Qualified Counsel Fees and Costs.

Section 6.15 Special Settlement Trust Distribution Conditions.

(a) Neither the Settlement Trustee, nor the Protected Parties or Settling Insurers, will have any reporting obligations in respect of direct or indirect contributions to the Settlement Trust, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Settlement Trust, under the reporting provisions of MSPA or MMSEA. Before making any Settlement Trust Distribution to any Abuse Claimants, the Settlement Trust will seek a statement or ruling from the United States Department of Health and Human Services that neither the Settlement Trust, the Protected Parties, nor the Settling Insurers have any reporting obligations under MMSEA with respect to payments to the Settlement Trust by the Protected Parties or Settling Insurers or payments by the Settlement Trust to Abuse Claimants. Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a Final Order from the United States Court of Appeals for the Fifth Circuit or the United States Supreme Court), or a letter from the Secretary of Health and Human Services confirming that the Protected Parties and Settling Insurers have no reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the Settlement Trust, or with respect to contributions that the Protected Parties and Settling Insurers have made or will make to the Settlement Trust, the Settlement Trust will, at its sole expense, in connection with the implementation of the Plan, act as a reporting agent for the Protected Parties and Settling Insurers, and will timely submit all reports that would be required to be made by any Protected Party or any Settling Insurer under MMSEA on account of any Claims settled, resolved, paid, or otherwise liquidated by the Settlement Trust or with respect to contributions to the Settlement Trust, including reports that would be required if the Protected Parties and Settling Insurers were determined to be “applicable plans” for purposes of MMSEA, or any Protected Party and any Settling Insurer were otherwise found to have MMSEA reporting requirements. The Settlement Trust, in its role as reporting agent for the Protected Parties and Settling Insurers, will follow all applicable guidance published by CMS to determine whether, and, if so, how, to report to CMS pursuant to MMSEA.

(b) If the Settlement Trust is required to act as a reporting agent for any Protected Party or any Settling Insurer pursuant to the previous provision, the Settlement Trust will provide a written certification to each Protected Party and each Settling Insurer within fifteen (15) days after the end of each calendar quarter, confirming that all reports to CMS required by the previous section have been submitted in a timely fashion, and identifying (i) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance, and (ii) any Settlement Trust Distribution to Medicare beneficiaries that the Settlement Trust did not report to CMS.

(c) With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Settlement Trust will, upon request by any Protected Party or any Settling Insurer, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports; provided, however, the Settlement Trust may redact from such copies the names, Social Security numbers other than the last four digits, health Abuse Insurance Claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, Abuse Claimants, guardians, conservators, and/or other personal representatives, as applicable. With respect to any such reports, the Settlement Trust will reasonably undertake to remedy any issues of noncompliance identified by CMS and resubmit such reports to CMS, and, upon request by the Protected Parties or Settling Insurers, provide the Protected Parties or Settling Insurers copies of such resubmissions; provided, however, the Settlement Trust may redact from such copies the names, Social Security numbers other than the last four digits, health Abuse Insurance Claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, Abuse Claimants, guardians, conservators, and/or other personal representatives, as applicable. In the event the Settlement Trust is unable to remedy any issue of noncompliance, Section 6.15(g) of the Plan will apply.

(d) If the Settlement Trust is required to act as a reporting agent for the Protected Parties or Settling Insurers pursuant to Section 6.15(a) of the Plan, with respect to each Claim of a Medicare Beneficiary that was paid by the Settlement Trust and not disclosed to CMS, the Settlement Trust will, upon request by the Archdiocese or any Settling Insurer, promptly provide the last four digits of the Abuse Claimant's Social Security number, the year of the Abuse Claimant's birth and any other information that may be necessary in the reasonable judgment of any Protected Party or any Settling Insurer to satisfy their obligations, if any, under MMSEA, as well as the basis for the Settlement Trust's failure to report the payment. In the event any Protected Party or any Settling Insurer informs the Settlement Trust that it disagrees with the Settlement Trust's decision not to report a Claim paid by the Settlement Trust, the Settlement Trust will promptly report the payment to CMS. All documentation relied upon by the Settlement Trust in deciding that a payment did not have to be reported to CMS will be maintained for a minimum of six (6) years following such determination.

(e) If the Settlement Trust is required to act as a reporting agent for the Protected Parties or Settling Insurers pursuant to Section 6.15(a) of the Plan, the Settlement Trust will make the reports and provide the certifications required by Section 6.15(a) and (b) of the Plan until such time as the Protected Parties and each of the Settling Insurers determine, in their reasonable judgment, that they have no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Settlement Trust or contributions to the Settlement Trust. Furthermore, following any permitted cessation of reporting, or if reporting has not previously commenced due to the satisfaction of one or more of the conditions set forth in Section 6.15(a), and if any Protected Parties or any Settling Insurer reasonably determines, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Settlement Trust will promptly perform its obligations under the above Section 6.15(a) and (b) of the Plan.

(f) The provisions contained in Section 6.15(a) of the Plan are intended to be purely prophylactic in nature, and do not imply, and will not constitute an admission, that the Protected Parties and/or the Settling Insurers are in fact "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any actions undertaken by the Settlement Trust or contributions to the Settlement Trust under MMSEA or any other statute or regulation.

(g) In the event that CMS concludes that reporting done by the Settlement Trust in accordance with Section 6.15(a) of the Plan is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Settlement Trust, any Protected Party, or any Settling Insurer, a concern with respect to the sufficiency or timeliness of such reporting, or there appears to any Protected Party or any Settling Insurer a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received pursuant to Section 6.15(b), (c), or (d) of the Plan, or other credible information, then each of the Protected Parties and Settling Insurers will have the right to submit its own reports to CMS under MMSEA, and the Settlement Trust will provide to any party that elects to file its own reports such information as the electing party may require to comply with MMSEA, including the full reports filed by the Settlement Trust pursuant to Section 6.15(a) of the Plan without any redactions. The Protected Parties and Settling Insurers will keep any information they receive from the Settlement Trust pursuant to this Section of the Plan confidential and will not use such information for any purpose other than meeting obligations under MMSEA.

(h) Notwithstanding any other provision in the Plan, the Settlement Trust will not be required to report as required by this Section of the Plan until each Entity on whose behalf the Settlement Trust is required to report has provided its Medicare Reporting Number, if one exists. Moreover, the Settlement Trust will have no indemnification obligation to such Entity for any

penalty, interest, or sanction with respect to a Claim that may arise solely on account of such Entity's failure timely to provide its Medicare Reporting Number, if one exists, to the Settlement Trust in response to a timely request by the Settlement Trust for such Medicare Reporting Number. However, nothing herein relieves the Settlement Trust from its reporting obligations with respect to each Entity who provides the Settlement Trust with its Medicare Reporting Number. The Settlement Trust will indemnify each Archdiocese Party, Non-Debtor Catholic Entity, and Settling Insurer for any failure to report payments to Medicare Eligible Abuse Claimants on behalf of Entities who have supplied Medicare Reporting Numbers, if any exists.

(i) In connection with the implementation of the Plan, the Settlement Trustee will obtain, before Settlement Trust Distributions to Abuse Claimants' counsel or Abuse Claimants, if *pro se*, in respect of any Abuse Claim, a certification from the Abuse Claimant to be paid that such Abuse Claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under MSP relating to such Abuse Claim; otherwise, the Settlement Trust will withhold from any payment to the Abuse Claimant funds sufficient to assure that any obligations owing or potentially owing under MSP relating to such Abuse Claim are paid to CMS. The Settlement Trust will provide a quarterly certification of its compliance with this Section of the Plan to each of the Protected Parties and Settling Insurers, and permit reasonable audits by such Entities, no more often than quarterly, to confirm the Settlement Trust's compliance with this Section. For the avoidance of doubt, the Settlement Trust will be obligated to comply with the requirements of this Section of the Plan, regardless of whether any Protected Party or any Settling Insurer elects to file its own reports under MMSEA pursuant to Section 16.5(g) of the Plan.

(j) Compliance with this Section of the Plan will be a material obligation of the Settlement Trust in favor of the Settling Insurers under the Insurance Settlement Agreements.

(k) The Settlement Trust will defend, indemnify, and hold harmless the Protected Parties and Settling Insurers from any Medicare Claims, and any Claims related to the Settlement Trust's obligations under Section 6.15 of the Plan.

(l) The Settlement Trust will establish a "**Medicare Holdback**" from the Cash that comprises the Settlement Trust Assets. The Settlement Trust will not Distribute any portion of the Medicare Holdback until such time as the Medicare Procedures (defined below) are completed by the Settlement Trust. The "**Medicare Procedures**" to be completed by the Settlement Trust are as follows: (i) immediately upon Confirmation, the Settlement Trustee will make an SSA Query to the Social Security Administration, with respect to each Abuse Claimant, to determine whether each Abuse Claimant is eligible to receive, is receiving, or has received Medicare benefits ("**Medicare Eligible**"); (ii) within fifteen (15) days after the Confirmation Date, the Settlement Trust will provide to the Settling Insurers, and, if requested, the Archdiocese, information sufficient to permit the Settling Insurers to perform their own SSA queries to the extent they wish to do so; (iii) in the event that one or more Abuse Claimants is/are identified through the SSA Query process as Medicare Eligible, the Settlement Trust will complete a query to the CMS for each such Abuse Claimant to determine whether any ("**Conditional Payment**") made within the meaning of Section 1395y(b)(2)(B) of the MSPA has been made to or on behalf of that Abuse Claimant arising from or relating to treatment for Abuse; (iv) if any Conditional Payment has been made to or on behalf of that Abuse Claimant, the Settlement Trustee will reimburse, within the time period called for by the MSPA, the appropriate Medicare Trust Fund for the appropriate amount, and submit the required information for that Abuse Claimant to the appropriate agency of the United States government; and (v) upon resolution of all CMS inquiries or matters relating to Section 6.15(l)(iii) and (iv) of the Plan, the Medicare Holdback will be immediately available for Settlement Trust Distribution. The Settlement Trust's obligation to make the reimbursements required by Section 6.15 of the Plan and to indemnify the Settling Insurers with respect to Medicare Claims and Abuse Claims, is not limited to the amount of the Medicare Holdback.

Section 6.16 Settlement Trustee's Immunity; Liability; Indemnification .

(a) In connection with the performance of the Settlement Trustee's functions and in Settlement Trustee's sole and absolute discretion, the Settlement Trustee may consult with its attorneys, accountants, financial advisors, and agents, and will not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Entities. Notwithstanding such authority, the Settlement Trustee will not be under any obligation to consult with its attorneys, accountants, financial advisors, or agents, and its determination not to do so will not result in the imposition of liability on the Settlement Trustee unless such determination is based on the Settlement Trustee's recklessness, gross negligence, willful misconduct, or fraud.

(b) No recourse will ever be had, directly or indirectly, against the Settlement Trustee personally, or against any employee, contractor, agent, attorney, accountant, or other professional that the Settlement Trust retains in accordance with the terms of the Settlement Trust Documents or the Plan, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement executed by the Settlement Trustee in implementation of the Settlement Trust Documents or the Plan, or by reason of the creation of any indebtedness by the Settlement Trust for any purpose authorized by the Settlement Trust Documents or the Pan, it being expressly understood and agreed that all such liabilities, covenants, and other obligations of the Settlement Trust, whether in writing or otherwise, will be enforceable only against, and be satisfied only from, the Settlement Trust Assets. Notwithstanding the foregoing, the Settlement Trustee may be held liable for specific acts or omissions resulting from the Settlement Trustee's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty, recklessness, gross negligence, willful misconduct, willful violation of any confidentiality agreement, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had directly against the Settlement Trustee. The Settlement Trustee will not be required to obtain a bond.

(c) The Settlement Trust will defend, indemnify, and hold harmless the Settlement Trustee and the Settlement Trustee's employees, contractors, agents, attorneys, accountants, or other professionals, to the fullest extent that a corporation or trust organized under the laws of Louisiana is entitled to indemnify and defend against all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties under the Settlement Trust Documents and Plan; provided, however, neither the Settlement Trustee, nor the Settlement Trustee's employees, contractors, agents, attorneys, accountants, or other professionals, will be defended, indemnified or held harmless in any way for any liability, expense, Claim, damage or loss for which they are ultimately liable in accordance with this Section 6.16 of the Plan.

(d) The Settlement Trust will indemnify the Protected Parties and Settling Insurers for all reasonable attorneys' fees and costs incurred by such Protected Parties or Settling Insurers in upholding, defending, or enforcing the protection of the Channeling Injunctions contained in Sections 12.5 and 12.6 of the Plan.

Section 6.17 Legal Effect of Settlement Trust Distributions. The evaluation or determination of Abuse Claims under the Plan or Allocation Protocol, the estimation of Abuse Claims, and the payment of Settlement Trust Distributions will not be construed as an admission of liability by any Protected Party, Settling Insurer, or the Settlement Trust, and the same will have no *res judicata* or collateral estoppel effect on the Reorganized Debtor, any other Protected Party, any Settling Insurer, any Non-Settling Insurer, or the Settlement Trust. For the avoidance of doubt, determinations under the Plan or Allocation Protocol are for the sole purpose of Settlement Trust Distributions, and will not constitute findings or the fixing of facts or liability concerning the Abuse Claims with any binding legal effect.

The Settlement Trust's act of making a Settlement Trust Distribution to an Abuse Claimant is immaterial to, and will not be construed as, a determination or admission of the liability of Protected Party, any Settling Insurer, or any Non-Settling Insurers for, or damages with respect to, any Abuse Claim. Neither the Abuse Claims Reviewer's review of an Abuse Claim under the Allocation Protocol, nor the Settlement Trust's estimation of an Abuse Claim or the payment of Settlement Trust Distributions will: (a) constitute a trial, an adjudication on the merits, or evidence of liability or damages in any Litigation Claim against any Protected Party or any Non-Settling Insurer, or (b) constitute, or be deemed, a determination of the reasonableness of the amount of any Litigation Claim, either individually or in the aggregate with other Litigation Claims. The Settlement Trust's estimation of Abuse Claims and payment of Settlement Trust Distributions does not create an admission liability, or quantify the extent of damages as to any Protected Party or any Non-Settling Insurer.

Section 6.18 Treatment of Late-Filed Abuse Claims. Late-Filed Abuse Claims are Known Abuse Claims and are treated in accordance with the Allocation Protocol, which provides for, depending on the circumstances, either no Settlement Trust Distribution or a reduced Settlement Trust Distribution.

Section 6.19 Miscellaneous Provisions.

(a) *Investment Powers; Permitted Cash Expenditures.* All funds held by the Settlement Trust will be invested in Cash or short-term highly liquid investments that are readily convertible to known amounts of Cash as more particularly described in the Settlement Trust Agreement.

(b) *Registry of Abuse Claimants Who Are Settlement Trust Beneficiaries who are Abuse Claimants.* The Settlement Trustee will maintain a registry of each Abuse Claimant who is a Settlement Trust Beneficiary to evidence such Abuse Claimant's beneficial interest.

(c) *Non-Transferability of Beneficial Interests in the Settlement Trust.* Any transfer of beneficial interest in the Settlement Trust will be ineffective until and unless the Settlement Trustee receives written notice of such transfer from the assigning Settlement Trust Beneficiary.

(d) *Settlement Trust Distributions Effective upon Tender.* Whenever the Plan requires Settlement Trust Distributions to an Abuse Claimant, such Settlement Trust Distribution will be deemed made and effective upon tender thereof by the Settlement Trustee to the Abuse Claimant to whom the Settlement Trust Distribution is due. If any Abuse Claimant refuses a tender, the amount tendered and refused will be held by the Settlement Trust for the benefit of that Abuse Claimant pending final adjudication of the dispute. When and if the dispute is finally adjudicated and the Abuse Claimant receives the funds previously tendered and refused, the Abuse Claimant will be obliged to apply the funds in accordance with the Plan as of the date of the tender. While the dispute is pending and after adjudication thereof, the Abuse Claimant will not have the right to claim interest or other charges, or to exercise any other rights that would be enforceable by the Abuse Claimant.

(e) *De Minimis Distributions.* No Settlement Trust Distribution will be made by the Settlement Trustee on account of an Allowed Abuse Claim if the amount to be distributed to the applicable Abuse Claimant has an economic value of less than \$50.00.

(f) *Tax Matters.* The Settlement Trust will not be deemed to be the same legal entity as the Debtor or Reorganized Debtor, but only (i) the assignee of the Settlement Trust Assets, and (ii) a representative of the Estate for delineated purposes within the meaning of section 1123(b)(3) of the Bankruptcy Code. The Settlement Trust is expected to be Tax exempt. The Settlement Trustee will file such income Tax and other returns and documents as are required to comply with the applicable provisions of the Internal Revenue Code of 1986, 26 U.S.C. § 1 *et seq.*, as may be amended, and the regulations promulgated thereunder, 31 C.F.R. part 900 *et seq.*, and Louisiana

law and the regulations promulgated thereunder, and will pay from the Settlement Trust all Taxes, assessments, and levies upon the Settlement Trust, if any.

(g) *Any Pending Objections Deemed Withdrawn.* Any pending objection to any Abuse Claim that was Filed by the Debtor or any other Entity is deemed withdrawn without prejudice as of the Effective Date.

(h) *Objections to Abuse Claims after the Effective Date.* On and after the Effective Date, the Settlement Trustee will have the sole and exclusive right to object to Known Abuse Claims and Unknown Abuse Claims.

(i) *Notation on Claims Register Regarding Abuse Claims.* On the Effective Date, all Abuse Proofs of Claim will be marked on the Claims Register as “Channeled to the Settlement Trust,” and shall be resolved exclusively in accordance with the Settlement Trust Documents.

(j) *Abuse Claim Withdrawal.* An Abuse Claimant may withdraw his or her Abuse Claim at any time on written notice to the Settlement Trustee. If withdrawn, (i) the Abuse Claim will be withdrawn with prejudice and may not be reasserted, (ii) such Abuse Claimant will be subject to the Discharge Injunction, the Channeling Injunctions, and the Supplemental Settling Insurers’ Channeling Injunction as provided by the Plan, and (iii) any reserve maintained by the Settlement Trustee on account of such Abuse Claim will be available for Settlement Trust Distributions in accordance with the Settlement Trust Documents.

(k) *No Settlement Trust Distributions on Account of Penalty Claims or Post-Petition Interest.* Except as otherwise expressly provided in the Plan or Confirmation Order, no Settlement Trust Distribution will be made on account of an Abuse Claim for (a) any Penalty Claim, or (b) any interest that may have accrued on such Abuse Claim after the Petition Date.

(l) *Single Recovery.* In no case will the aggregate Settlement Trust Distributions account of any Allowed Abuse Claim exceed 100 percent of the Allowed Abuse Claim (including applicable interest, if any such interest is Allowed).

(m) *Venue.* The Confirmation Order will provide that, without the permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other Action will be commenced in any forum other than the Bankruptcy Court against the Settlement Trustee in its official capacity, with respect to such Settlement Trustee’s status, duties, powers, acts, or omissions as Settlement Trustee.

(n) *Prevention and Detection of Fraud.* The Settlement Trustee will propose procedures to identify fraudulent claims, considering factors the Settlement Trustee deems appropriate (and which may include a cost/benefit analysis) to the Bankruptcy Court for approval. The Settlement Trustee will work with the Abuse Claims Reviewer to institute auditing and other procedures to detect and prevent the allowance of Abuse Claims based on fraudulent submissions to the Settlement Trust. Submissions to the Settlement Trust must be signed under the pains and penalties of perjury and, to the extent of applicable law, the submission of a fraudulent submission to the Settlement Trust may violate the criminal laws of the United States, including the criminal provisions applicable to bankruptcy crimes, 18 U.S.C. § 152, and may subject those responsible to criminal prosecution in the District Court.

(o) *Unclaimed Property.* Before termination of the Settlement Trust, the Settlement Trustee will contribute any Unclaimed Property to a non-profit corporation that is doing business in Louisiana.

(p) *Excess Settlement Trust Assets.* To the extent any Settlement Trust Assets remain at such time as the Settlement Trust is dissolved under the terms of the Settlement Trust Documents, any remaining Settlement Trust Assets will be contributed to a non-profit corporation that is doing business in Louisiana.

(q) *No Liability.* The Protected Parties and Settling Insurers will neither have nor incur any liability to, or be subject to any right of action by, any Entity for any act, omission, transaction, event, or other circumstance in connection with or related to the Settlement Trust, the Settlement Trustee, the Settlement Trust Documents, the Abuse Claims Reviewer, or the administration of the Settlement Trust.

Section 6.20 Termination. The Settlement Trust will terminate after the liquidation, administration, and distribution of the Settlement Trust Assets in accordance with the Plan, and its full performance of any and all other duties and functions set forth in the Plan or Settlement Trust Agreement; provided, however, that the Settlement Trust will terminate on or before the later of (a) the twentieth (20th) anniversary of the Effective Date, or (b) the death of the last Settlement Trust Beneficiary.

ARTICLE 7

SETTLING INSURERS AND NON-SETTLING INSURERS

Section 7.1 The Settling and Non-Settling Insurers and the Settling Insurers' Policies and Non-Settling Insurers' Policies. The Settling Insurers and Settling Insurers' Policies listed on Plan Supplement 7.1(a); and (b) the Non-Settling Insurers and Non-Settling Insurers' Policies listed on Plan Supplement 7.1(b).

Section 7.2 Insurance Settlement Agreement. As soon as an Order that approves any Insurance Settlement Agreement becomes a Final Order (including, without limitation, a Confirmation Order that approves any Insurance Settlement Agreement), any such Insurance Settlement Agreement will automatically be, and hereby is, incorporated by reference and made part of the Plan as if set forth fully herein. Upon the Confirmation Order becoming a Final Order, any Insurance Settlement Agreement will be fully binding on the Settlement Trust, the Protected Parties, the Creditors' Committees, the Settling Insurers, the Unknown Abuse Claims Representative, the Abuse Claimants, other parties in interest, and any of the foregoing Entities' successors. Each Insurance Settlement Agreement will survive the effectiveness and consummation of the Plan. Each Insurance Settlement Agreement entered into before the Effective Date will be Filed as Plan Supplement 7.2.

Section 7.3 Approval of Section 363 Sales, Free and Clear. To the extent provided in any Insurance Settlement Agreement and effective on the Effective Date, each Settling Insurer's Policy or Policies will be sold to the issuing Settling Insurer pursuant to sections 105, 363, and 1123 of the Bankruptcy Code, free and clear of any and all Liens, Claims and interests of each of the Debtor, the Non-Debtor Catholic Entities, the Abuse Claimants, and the Creditors holding Abuse Related Contingent Contribution and Indemnity Claims. As set forth in each Insurance Settlement Agreement, the Settling Insurers are good faith purchasers of such insurance policies and certificates within the meaning of section 363(m) of the Bankruptcy Code, the consideration exchanged constitutes a fair and reasonable settlement of the Entities' disputes and of their respective rights and obligations relating to each such Settling Insurer's Policy or Policies and constitutes reasonably equivalent value, the releases in such Insurance Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws, and each such Settling Insurer's Policy or Policies will be terminated and be of no further force and effect, with each Settling Insurer having fully and completely performed any and all obligations under each Settling Insurer's Policy or Policies, including, but not limited to, any performance owed to any Protected Party, and any and all limits of liability of each Settling Insurer's Policy or Policies will be exhausted.

Section 7.4 The Settling Insurers' Settlement Consideration. On or before the Effective Date, the Settling Insurers will pay to the Archdiocese the amounts listed in Plan Supplement 5.2(c), which, in turn, the Archdiocese will transfer to the Settlement Trust as of the Effective Date.

Section 7.5 Additional Documentation; Non-Material Modifications. From and after the Effective Date, the Reorganized Debtor and Settling Insurers will be authorized to enter into, execute, adopt, deliver, or implement all notes, contracts, security agreements, instruments, releases, and other agreements

or documents necessary to effectuate or memorialize the settlements contained in the Plan without further Order entered by the Bankruptcy Court. Additionally, the Reorganized Debtor and applicable Settling Insurer may make technical or immaterial alterations, amendments, modifications, or supplements to the terms of the applicable Insurance Settlement Agreement. A Class that has accepted the Plan will be deemed to have accepted the Plan, as altered, amended, modified, or supplemented under this Section of the Plan, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such Class. An Order entered by the Bankruptcy Court approving any amendment or modification made pursuant to this Section of the Plan will constitute an Order in aid of implementation of the Plan, and will not require the re-solicitation of votes on the Plan.

Section 7.6 Waivers and Consents.

(a) *The Archdiocesan Parties' Waiver and Consent.* Subject to the occurrence of the Effective Date, in consideration of the Third Party Releases and Third Party Permanent Injunctions, each Archdiocesan Party:

- (i) Irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Claims and interests it has or might have now or in the future against the Settling Insurers with respect to any Abuse Claim or the Settling Insurers' Policies;
- (ii) Consents to the sale of its Claims against and interests in the Settling Insurers' Policies in accordance with each Insurance Settlement Agreement, and the ultimate contribution of the related proceeds to the Settlement Trust, in accordance with the Plan; and
- (iii) Consents to the Covered Entities' Insurance Claims Assignment that are executed by the Archdiocesan Parties pursuant to the Plan.

(b) *Non-Debtor Catholic Entities' Waiver and Consent.* Subject to the occurrence of the Effective Date, in consideration of the Third Party Releases and Third Party Permanent Injunctions, each Non-Debtor Catholic Entity:

- (i) Irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any interests it has or might have now or in the future against the Settling Insurers with respect to any Abuse Claim or any Settling Insurer's Policy;
- (ii) Consents to the sale of its Claims against and interests in the Settling Insurers' Policies in accordance with each Insurance Settlement Agreement, and the ultimate contribution of the related proceeds to the Settlement Trust, in accordance with the Plan;
- (iii) Consents to the Covered Entities' Insurance Claims Assignment that are executed by the Archdiocesan Parties pursuant to the Plan.

Nothing in this Section of the Plan will be construed to bar a Claim based on Abuse against (a) any Entity that is an Excluded Party, or (b) any Entity that is not a Protected Party or Settling Insurer.

Section 7.7 Settling Insurers' Reinsurance Recoveries. None of the releases, Channeling Injunctions, or other provisions of the Plan will apply to, or have any effect on, the rights of the Settling Insurers to reinsurance recoveries under any applicable reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with any Settling Insurer's Policy.

Section 7.8 Judgment Reduction and Abuse Related Insurer Contribution Claims.

(a) In any proceeding, suit or Action involving the Protected Parties or Settlement Trust (collectively, the "**Alleged Insureds**"), or an Abuse Claimant, as applicable, and one or more

Non-Settling Insurer, where any Non-Settling Insurers have asserted, assert, or could assert any Abuse related Insurer Contribution Claim against any Settling Insurer (an “**Abuse Related Insurer Contribution Claim Action**”), any judgment obtained against such Non-Settling Insurers will be automatically reduced by the amount, if any, that such Settling Insurer would have been liable to pay such Non-Settling Insurers as a result of its Abuse related Insurer Contribution Claim (the “**Reduction Amount**”), so that the Abuse related Insurer Contribution Claim by such Non-Settling Insurers against the Settling Insurer is thereby satisfied and extinguished entirely. The Alleged Insureds agree that, to effectuate this provision in any Abuse Related Insurer Contribution Claim Action against any Non-Settling Insurers where the Settling Insurers are not parties, before entry of judgment against such Non-Settling Insurers, the Alleged Assureds, as applicable, will seek to obtain a finding from that court or arbitrator(s), as applicable that establishes the Reduction Amount. Settling Insurers shall be required to cooperate in good faith with the Protected Parties and/or the Settlement Trust to take reasonable steps to defend against any Abuse Related Insurer Contribution Claim. In the absence of such good faith cooperation by any given Settling Insurer with respect to any given Abuse Related Insurer Contribution Claim, the Reduction Amount shall be zero. In the event that application of the Reduction Amount eliminates the Non-Settling Insurer’s Abuse Related Insurer Contribution Claim, then such Non-Settling Insurers shall fully reimburse the Settling Insurers their costs and expenses, including legal fees, incurred in responding to the Abuse Related Insurer Contribution Claim Action, including all costs, expenses and fees incurred in seeking relief from the court or arbitrator(s).

(b) If an Alleged Insured or an Abuse Claimant and a Non-Settling Insurers enter into an agreement settling one or more Abuse Claims, such agreement shall include a provision whereby such Non-Settling Insurers release their Abuse Related Insurer Contribution Claims against Settling Insurers so long as Settling Insurers release their Abuse Related Insurer Contribution Claims against such Non-Settling Insurer. If such settlement agreement fails to include such a release provision, and the Non-Settling Insurers have asserted, assert, or could assert an Abuse Related Insurer Contribution Claim against Settling Insurers, then any settlement amount in such settlement agreement shall be deemed automatically reduced by the Reduction Amount. In such event, the settling parties shall obtain a finding from the applicable court or arbitrator(s) of the Reduction Amount. If (i) the settlement agreement was entered into without litigation or arbitration such that no judge or arbitrator can determine the Reduction Amount, or (ii) such a reduction is not otherwise made as described above, then any Abuse Related Insurer Contribution Claim by any Non-Settling Insurers against any Settling Insurer shall be reduced by the Reduction Amount, as determined by the court or arbitrator(s) in which such Abuse Related Insurer Contribution Claim is filed. Settling Insurers shall be required to cooperate in good faith with the Archdiocese and/or the Settlement Trust to take reasonable steps to defend against any Abuse Related Insurer Contribution Claim by a Non-Settling Insurer. In the absence of such good faith cooperation by any given Settling Insurer with respect to any given Abuse Related Insurer Contribution Claim, the Reduction Amount shall be zero. In the event that application of the Reduction Amount eliminates the Non-Settling Insurer’s Abuse Related Insurer Contribution Claim, then such Non-Settling Insurers shall fully reimburse the Settling Insurers their costs and expenses, including legal fees, incurred in responding to the Abuse Related Insurer Contribution Claim Action, including all costs, expenses and fees incurred in seeking relief from the court or arbitrator(s).

(c) If any Non-Settling Insurers assert an Abuse Related Insurer Contribution Claim against any Settling Insurers, and

- (i) the Settlement Trust fully indemnifies the Settling Insurer, then the Settling Insurer shall assign its Abuse Related Insurer Contribution Claim to the Settlement Trust; or

(ii) the Settlement Trust partially, but not fully, indemnifies the Settling Insurer for such Claim, then the Settling Insurer shall retain its Abuse Related Insurer Contribution Claims and may assert those Claims against the Non-Settling Insurers asserting the Abuse Related Insurer Contribution Claim against the Settling Insurer. Any recovery by the Settling Insurer in excess of the amount necessary to satisfy the Settlement Trust's full indemnity obligation plus the Settling Insurer's litigation costs shall be turned over to the Settlement Trust.

(d) The above procedures shall bind, and inure to the benefit of, all Settling Insurers.

(e) To ensure that the reduction contemplated in Section 7.8(a) is accomplished, the Settling Insurers shall be entitled to: (i) notice, within a reasonable time, of the initiation of any future Action against or future settlement negotiations with any Non-Settling Insurers in which an Abuse Related Insurer Contribution Claim is asserted against any Settling Insurers, and periodic notices thereafter on at least an annual basis of the status of such Action or negotiations; (ii) the opportunity to participate in the Action or settlement negotiations, but only to the extent necessary to accomplish the reduction contemplated in Section 7.8(a); (iii) the reasonable cooperation of the applicable Alleged Insured, at the sole cost and expense of Settling Insurers, so that the Settling Insurers can assert Section 7.8(a) of the Plan as a defense in any action against any of them for any Abuse Related Insurer Contribution Claim; and (iv) have the court or appropriate tribunal issue such orders as are necessary to effectuate the judgment, award, or settlement reduction in order to protect the Settling Insurers from any Abuse Related Insurer Contribution Claim. The notice required above shall be given by: (i) the Alleged Insured that is a party to such Action or settlement negotiations; or (ii) if no Alleged Insured is such a party, the Non-Settling Insurers that is a party to such Action or settlement negotiations; or (iii) if no Alleged Insured or Non-Settling Insurers is a party to such Action or settlement negotiations, the Abuse Claimant bound by the Plan.

(f) The Settlement Trust shall use reasonable efforts to obtain, from all Settling Insurers, agreements with terms similar to those contained in Section 7.8 of the Plan.

(g) Nothing in the Plan will diminish or impair the releases of Abuse related Insurer Contribution Claims between and among the Settling Insurers that are contained in any Insurance Settlement Agreement.

Section 7.9 Insurance Neutrality and Related Matters.

(a) *Insurance Neutrality.* For the avoidance of doubt, nothing in the Plan, the Settlement Trust Documents, the Confirmation Order, any other Plan Document, any order approving a settlement, or any other order, judgment, conclusion of law, finding of fact, determination or statement (written or oral, on or off the record) made by the Bankruptcy Court (or any other Court exercising jurisdiction over the Chapter 11 Case) to the contrary (including, but not limited to, any other provision that purports to be preemptory, supervening, or grants a release):

- (i) constitutes an adjudication, judgment, trial, determination on the merits, finding, or conclusion of law against a Non-Settling Insurer, that:
 - (A) establishes or liquidates the liability (in the aggregate or otherwise) of (1) the Protected Parties or the Settlement Trust, with respect to any Abuse Claims, or (2) any Non-Settling Insurers with respect to any Abuse Related Insurance Claim;
 - (B) establishes the liability or obligation of any Protected Parties or the Settlement Trust with respect to any Abuse Claim;

- (C) establishes that the aggregate value of the Abuse Claims is equal to the amount to be paid by the Archdiocese and/or any other the Protected Party to the Settlement Trust;
 - (D) establish that it is reasonable, in good faith, or consistent with the terms and conditions of any Non-Settling Insurers' Policies for any of the Protected Parties or the Settlement Trust, to settle, allow, assign any value to, liquidate, and/or pay (or present to any Non-Settling Insurers for payment) any Abuse Claim on any terms or conditions contemplated by the Plan, the Allocation Protocol, any other Plan Document, or any other document or agreement;
 - (E) establishes that the Plan, any other Plan Document, or any other document or agreement (including the Allocation Protocol) are reasonable or consistent with any procedures that were used to evaluate, settle, or pay Abuse Claims against any Protected Parties before the Petition Date, or under the terms and conditions of any Non-Settling Insurers' Policies or applicable nonbankruptcy law;
 - (F) establishes that the conduct of the Protected Parties, the Creditors' Committees, or the Abuse Claimants, in connection with the negotiation, development, settlement and/or implementation of the Plan (including the aggregate value or amount of the Archdiocese's Settlement Consideration or the Non-Debtor Catholic Entities' Settlement Consideration), the other Plan Documents, or any related documents or agreements was, is, or will be consistent with the terms and conditions of any Non-Settling Insurers' Policies or applicable nonbankruptcy law;
 - (G) establishes that any Non-Settling Insurers were invited to participate in or participated in, consulted on, negotiated, and/or consented to the Allocation Protocol, the Settlement Trust Documents, and the other Plan Documents; and
- (ii) has any *res judicata*, collateral estoppel or other preclusive effect with respect to any matter set forth in this Section 7.9(a), or shall otherwise prejudice, diminish, impair, or affect (under principles of waiver, estoppel, or otherwise) any defense, Claim, or right any Non-Settling Insurers may have under any Non-Settling Insurers' Policies or applicable non-bankruptcy law with respect thereto; provided, however, without limiting the foregoing, but subject to Sections 7.9(c) and (d) of the Plan, it is expressly agreed by all Neutrality Parties that the Neutrality Parties are not litigating any issue set forth in this Section of the Plan, or any other Non-Settling Insurers' coverage defenses, rights, obligations, or other coverage issue of any kind in this Chapter 11 Case;
 - (iii) constitutes a decision on any matter at issue, or which may be raised as an issue, in any Action against any Non-Settling Insurers., and, therefore, any judgment, order, finding of fact, conclusion of law, determination or other statement of the Bankruptcy Court or issued or affirmed by the District Court, or entered by any other court exercising jurisdiction over this Chapter 11 Case, including, but not limited to, any Confirmation Order, the Allocation Protocol, and/or other Plan Documents, and any finding, conclusion or determination entered in connection therewith is not

intended – and shall not be construed – to constitute a finding, conclusion, or determination regarding any matter set forth in Section 7.9(a) of the Plan, or any other issue for any insurance coverage purpose whatsoever, and the Neutrality Parties shall not contend otherwise in any Action against any Non-Settling Insurers;

- (iv) subject to Section 7.9(c) and (d) of the Plan, impair any Non-Settling Insurer’s legal, equitable, or contractual rights under any Non-Settling Insurers’ Policies or with respect to Abuse Related Insurance Claims, or any policyholder’s legal, equitable or contractual rights under any Non-Settling Insurers’ Policies or with respect to Abuse Related Insurance Claims;
- (v) the Neutrality Parties shall retain, and be permitted to assert, in any Action against any Non-Settling Insurer, all Claims and/or defenses, including any coverage defenses related to the Abuse Claims, the Abuse Related Insurance Claims and/or the Non-Settling Insurers’ Policies, notwithstanding any provision of the Plan, Allocation Protocol, the Settlement Trust Documents, the other Plan Documents, the Confirmation Order, any findings of fact and/or conclusions of law with respect to the confirmation of the Plan, or any Final Order or opinion entered on appeal from the Confirmation Order;
- (vi) subject to Section 7.9(c) and (d) of the Plan, impair any Non-Settling Insurer’s Abuse Related Insurer Contribution Claims, which may be asserted as a defense or counterclaim against the Archdiocese, any other Protected Party, or the Settlement Trust (as applicable) in any Action against any Non-Settling Insurer; and
- (vii) to the extent the Abuse Related Insurer Contribution Claims of a Non-Settling Insurers are determined to be valid, the liability (if any) of such Non-Settling Insurers to the Settlement Trust shall be reduced by the amount of such Abuse Related Insurer Contribution Claims. For avoidance of doubt, and notwithstanding anything to the contrary in this Section 7.9(a) of the Plan, all Abuse Related Insurer Contribution Claims shall be channeled to the Settlement Trust in accordance with Section 12 of the Plan, and no Abuse Related Insurer Contribution Claim shall be the basis for any affirmative recovery against the Archdiocese, the Reorganized Archdiocese, or any other Protected Party.

(b) *Denial of Coverage as Sole Remedy.* Notwithstanding anything to the contrary in Section 7.9 of the Plan, the sole remedy of any Non-Settling Insurers for any failure by the Archdiocese, the Reorganized Archdiocese, or any other Protected Party to observe and perform any Post-Effective Date Insurance Obligations (if any) or any other duties or obligations that may exist under a Non-Settling Insurer’s Policy shall be limited to asserting any defenses to providing insurance coverage under the applicable Non-Settling Insurers’ Policies and nothing in the Plan shall serve as a basis for any Non-Settling Insurers to seek or be granted any affirmative relief against the Archdiocese, the Reorganized Archdiocese, or any other Protected Party.

(c) *Preservation of Plan Provisions among Persons Other Than Non-Settling Insurers.* For the avoidance of doubt, nothing set forth in Section 7.9 shall impair any provision of the Plan, including, without limitation, the Abuse Claim Discharge, the Channeling Injunction, or any other release or injunctive provisions set forth in the Plan, as between and among (i) any

Neutrality Parties who are not Non-Settling Insurers, or (ii) any Entity that is not a Neutrality Party and each of the Neutrality Parties.

(d) *Contrary Positions Prohibited; Enforceability.* On and after entry of the Confirmation Order, no Neutrality Party shall assert any Claim, right, or argument in any Action against any Non-Settling Insurer that is contrary to Section 7.9 of the Plan. Each Neutrality Party shall be entitled to seek the enforce Section 7.9 of the Plan.

Section 7.10 Post-Effective Date Insurance Obligations. Notwithstanding the Covered Entities' Insurance Claims Assignment, the Protected Parties will use reasonable efforts to comply with any of their respective Post-Effective Date Insurance Obligations. If the Settlement Trustee believes an applicable Protected Party has failed to comply with any Post-Effective Date Insurance Obligation, the Settlement Trustee will give the applicable Protected Party a written notice that identifies, with specificity, both (a) the Post-Effective Date Insurance Obligation at issue, and (b) the action the Settlement Trustee believes must be taken to comply with the Protective Party's Post-Effective Date Insurance Obligations. Subject to further Order of the Bankruptcy Court, the applicable Protected Party will have at least forty-five (45) days following receipt of any such notice to either (a) undertake the actions requested by the Settlement Trustee, or (b) seek a determination from the Bankruptcy Court as to the extent of its Post-Effective Date Insurance Obligation. The Bankruptcy Court will retain jurisdiction to adjudicate such disputes. The Settlement Trust's sole remedy for any failure to comply with any Post-Effective Date Insurance Obligation will be specific performance, if and as ordered by the Bankruptcy Court.

ARTICLE 8

ADMINISTRATION OF NON-ABUSE CLAIMS

Section 8.1 Reservation of Rights to Object to Non-Abuse Claims. Unless a Non-Abuse Claim is expressly described as an Allowed Claim in the Plan, or otherwise becomes an Allowed Claim before the Effective Date, on the Effective Date, the Reorganized Debtor will be deemed to have reserved any and all of the rights, interests, and objections of the Debtor, the Creditors' Committees, or the Estate to object to any Non-Abuse Claims, or motions or requests that seek a Distribution or other payment of or on account of such Non-Abuse Claims, whether an Administrative Claim, Priority Claim, Secured Claim, or Unsecured Claim, including any and all rights, interests, and objections to the validity or amount of any Non-Abuse Claims, Liens, and interests, whether under the Bankruptcy Code, other applicable law, or contract. The failure to object to any Non-Abuse Claim in the Chapter 11 Case will be without prejudice to the Reorganized Debtor's right to contest or otherwise defend against such Non-Abuse Claim in the Bankruptcy Court as set forth in this Section of the Plan when and if such Claim is sought to be enforced by the Creditor holding such Claim.

Section 8.2 Objections to Non-Abuse Claims. From and after the Effective Date, the Reorganized Debtor will retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving and making Distributions, if any, with respect to Non-Abuse Claims.

Section 8.3 Non-Abuse Claims Objection Bar Date. Unless otherwise provided in the Plan or by Order entered by the Bankruptcy Court, any objections by the Reorganized Debtor to a Non-Abuse Claim will be Filed no later than the Non-Abuse Claims Objection Bar Date, or any Bankruptcy Court approved extension thereof. The Reorganized Debtor reserves the right to extend the Non-Abuse Claims Objection Bar Date by Filing a motion, with notice to the Post-Confirmation Notice Parties, based upon a reasonable exercise of the Reorganized Debtor's business judgment. A motion seeking to extend the Non-Abuse Claims Objection Bar Date will not be deemed an amendment to the Plan.

Section 8.4 Determination of Non-Abuse Claims. From and after the Effective Date, any Non-Abuse Claim as to which a Proof of Claim or motion or request for payment was timely Filed in the Chapter 11 Case, or deemed timely Filed by Order entered by the Bankruptcy Court, may be determined and liquidated pursuant to: (a) an Order entered by the Bankruptcy Court; (b) applicable bankruptcy law;

(c) an agreement of the parties without the need for Bankruptcy Court approval; (d) applicable non-bankruptcy law; or (e) the lack of (i) an objection to such Claim, (ii) an application to equitably subordinate such Claim, or (iii) an application to otherwise limit recovery with respect to such Claim, Filed by the Reorganized Debtor on or before any applicable deadline for Filing such objection or request for payment with respect to such Claim. Any such Non-Abuse Claim so determined and liquidated will be deemed to be an Allowed Non-Abuse Claim for such liquidated amount and will be satisfied in accordance with the Plan. Nothing contained in this Section of the Plan will constitute, or be deemed a waiver of, any Claims, rights, or Causes of Action that the Debtor and/or Reorganized Debtor may have against any Entity in connection with or arising out of any Non-Abuse Claim.

Section 8.5 No Distributions Pending Allowance. No Distributions will be made with respect to a Disputed Non-Abuse Claim, or any portion thereof, unless and until all objections to such Disputed Non-Abuse Claim have been settled or withdrawn, or have been determined by a Final Order, and such Disputed Non-Abuse Claim has become an Allowed Non-Abuse Claim.

Section 8.6 Exhaustion of Remedies for Insured Non-Abuse Claims. No Distributions will be made on account of an Allowed Non-Abuse Claim that is covered or payable under any Non-Abuse Insurance Policy until the Creditor holding such Allowed Non-Abuse Claim has exhausted all remedies with respect to any applicable Non-Abuse Insurance Policies. To the extent that one or more of the Debtor's insurers pay or satisfy a Non-Abuse Claim in full or in part (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such payment, the applicable portion of such Non-Abuse Claim will be expunged without the necessity of Filing an objection to such Claim, and without any further notice to or action, Order, or approval of the Bankruptcy Court.

Distributions to Creditors holding Allowed Non-Abuse Claims will be in accordance with the provisions of any applicable Non-Abuse Insurance Policy, and nothing contained in the Plan will constitute or be deemed a waiver of any Estate Cause of Action, or any Cause of Action that any Entity may hold against any other Entity, including under any Non-Abuse Insurance Policy, nor will anything contained herein constitute or be deemed a waiver by any insurer of any defenses, including coverage defenses, held by such insurers regarding any Non-Abuse Insurance Policy.

Section 8.7 Estimation of Non-Abuse Claims. To effectuate Distributions to Non-Abuse Claims under the Plan, and avoid undue delay in the administration of the Chapter 11 Case, after notice and a hearing (which notice may be limited to the Creditors holding the applicable Disputed Non-Abuse Claim), the Reorganized Debtor will have the right to seek an Estimation Order related to any Disputed Non-Abuse Claim; provided, however, the Bankruptcy Court or the District Court, as applicable, will determine whether the Disputed Non-Abuse Claims are subject to estimation under section 502(c) of the Bankruptcy Code, and the timing and procedures for such estimation proceedings, if any.

ARTICLE 9

DISTRIBUTIONS ON ACCOUNT OF NON-ABUSE CLAIMS

Section 9.1 Distributions Effective upon Tender. Whenever the Plan requires a Distribution to a Creditor holding a Non-Abuse Claim, such Distributions will be deemed made and effective upon tender thereof by the Reorganized Debtor to the Creditor to whom the Distribution is due. If any Creditor refuses a tender, the amount tendered and refused will be held by the Debtor or Reorganized Debtor for the benefit of that Creditor pending final adjudication of the dispute. When and if the dispute is finally adjudicated, and the Creditor receives the Distribution previously tendered and refused, the Creditor will be obliged to apply the Distribution in accordance with the Plan as of the date of the tender. While the dispute is pending and after adjudication thereof, the Creditor will not have the right to claim interest or other charges, or to exercise any other rights that would be enforceable by the Creditor if the Reorganized Debtor failed to pay the tendered Distribution.

Section 9.2 Non-Abuse Claims and Setoff. To the extent permitted under applicable law, on and after the Effective Date, the Reorganized Debtor may set off against any Non-Abuse Claim any Distribution on account of such Non-Abuse Claim, the Claims, rights, and Estate Causes of Action of any nature that the Reorganized Debtor may hold against the Creditor holding such Non-Abuse Claim that are not otherwise waived, released, or compromised in accordance with the Plan; provided, however, neither such a setoff, nor the Allowance of any Non-Abuse Claim under the Plan, will constitute a waiver or release by the Reorganized Debtor of any of the Claims, rights, and Estate Causes of Action that the Reorganized Debtor possesses against such Creditor.

Section 9.3 No Distributions on Account of Penalty Claims or Post-Petition Interest. No Distribution will be made on account of a Non-Abuse Claim for (a) any Penalty Claim, or (b) any interest that may have accrued on such Non-Abuse Claim after the Petition Date.

Section 9.4 No Distribution on Account of Late-Filed Non-Abuse Claims. No Distribution will be made on account of a Late-Filed Non-Abuse Claim unless it is Allowed either (a) by the Bankruptcy Court, after notice and hearing, or (b) a written agreement between the Creditor holding such Late-Filed Non-Abuse Claim and the Debtor or Reorganized Debtor (as applicable).

Section 9.5 Single Recovery. In no case will the aggregate value of any Distribution on account of any Allowed Non-Abuse Claim exceed 100% of the Allowed Non-Abuse Claim.

Section 9.6 Withholding Taxes. The Reorganized Debtor will comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions to Creditors holding Allowed Non-Abuse Claims will be subject to any such withholding and reporting requirements. As a condition to making any Distribution under the Plan, the Reorganized Debtor may require the Creditor holding an Allowed Non-Abuse Claim to furnish the Reorganized Debtor with such Creditor's taxpayer identification number and such other information and certification as may be deemed necessary to comply with applicable Tax reporting and withholding laws.

Section 9.7 Distribution Record Date.

(a) *Allowed Non-Abuse Claims.* Except as otherwise provided in the Plan, the Reorganized Debtor will have no obligation to recognize the transfer of, or the sale of any participation in, any Non-Abuse Claim that occurs after the Distribution Record Date, and will be entitled for all purposes herein to recognize and make Distributions only to those Creditors holding Non-Abuse Claims as of the Distribution Record Date.

(b) *Pending Transfers.* Except as otherwise provided in a Final Order, the transferees of Non-Abuse Claims that are transferred pursuant to Bankruptcy Rule 3001 before the Distribution Record Date will be treated as Creditors holding such Non-Abuse Claims for all purposes, notwithstanding the expiration of any period provided by Bankruptcy Rule 3001 for objection to such a transfer before the Distribution Record Date.

Section 9.8 De Minimis Distributions. No Distribution will be made by the Reorganized Debtor on account of an Allowed Non-Abuse Claim if the amount to be distributed to the applicable Creditor holding such Allowed Non-Abuse Claim has an economic value of less than \$50.00.

Section 9.9 Special Provisions Regarding Unimpaired and Reinstated Claims and Reservation of Setoff Rights. Except as otherwise specifically provided in the Plan, nothing herein will be deemed to affect, diminish, or impair the Debtor's or Reorganized Debtor's rights and defenses, both legal and equitable, with respect to any Reinstated Claims or Unimpaired Claim, including, but not limited to, legal and equitable defenses to, or setoff against, such Reinstated Claims or Unimpaired Claims.

Section 9.10 Saturdays, Sundays, or Legal Holidays. If any Distribution or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such

Distribution or the performance of such act may be completed on the next succeeding Business Day, and will be deemed to have been completed as of the required date.

ARTICLE 10
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 10.1 Executory Contracts or Unexpired Leases to Be Rejected or Assumed.

(a) *Rejection.* Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, each Executory Contract or Unexpired Lease listed on Plan Supplement 10.1(a) (the “**Rejection Schedule**”) will be deemed rejected pursuant to section 365 of the Bankruptcy Code. The Rejection Schedule will be served on parties to the Executory Contracts or Unexpired Leases listed therein. The Confirmation Order will constitute an Order approving each such rejection, pursuant to section 365 of the Bankruptcy Code as of the Effective Date; provided, however, the Archdiocese reserves the right to amend Plan Supplement 10.1(a) to (i) delete any Executory Contract or Unexpired Lease listed therein, thus providing for its assumption, or (ii) add any Executory Contract or Unexpired Lease thereto, thus providing for its rejection. The Archdiocese will provide notice of any amendments to Plan Supplement 10.1(a) to the parties to the Executory Contracts or Unexpired Leases affected thereby. The Confirmation Order will constitute an Order, effective as of the Effective Date, approving the rejection of each Executory Contract and Unexpired Lease hereunder.

(b) *Approval of Assumptions and Cure Claims.* The Confirmation Order will constitute an Order, effective as of the Effective Date, approving the assumption of each Executory Contract and Unexpired Lease that is not rejected pursuant to Section 10.1(a) of the Plan, pursuant to section 365 of the Bankruptcy Code. The only adequate assurance of future performance will be the promise of the Reorganized Debtor to perform any and all obligations under the applicable assumed Executory Contract or Unexpired Lease. An Assumption and Cure Schedule will be Filed as Plan Supplement 10.1(b) and served on parties to the Executory Contracts or Unexpired Leases listed therein; provided, however, the Archdiocese reserves the right to amend Plan Supplement 10.1(b) to (i) delete any Executory Contract or Unexpired Lease listed therein, to provide for its rejection, or (ii) add any Executory Contract or Unexpired Lease thereto, thus providing for its assumption. The Archdiocese will provide notice of any amendments to Plan Supplement 10.1(b) to the parties to the Executory Contracts or Unexpired Leases affected thereby. The Confirmation Order will constitute an Order, effective as of the Effective Date, approving the assumption of each Executory Contract and Unexpired Lease hereunder.

THE ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE WILL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTOR OR REORGANIZED DEBTOR ASSUMES SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED WILL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

(c) *Payment of Cure Claims.* Unless otherwise agreed in a written agreement between the applicable Creditor and the Debtor or Reorganized Debtor (as applicable), in full and final satisfaction of, and in exchange for, each Cure Claim, the Archdiocese will pay each Allowed Cure Claim in full, in Cash, within fifteen (15) days from the later of (i) the Effective Date, or (ii) the date such Claim becomes an Allowed Cure Claim.

In the event of a dispute pertaining to assumption, the Cure Claim payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order that resolves the dispute and approves the assumption. On or before the Plan Supplements Filing Date, the Archdiocese will provide notices of the proposed assumption and proposed Cure Claims to each applicable contract and lease counterparties. Any objection by any counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Claim must be Filed, served, and actually received by the Archdiocese by the date on which objections to the Confirmation are due (or such other date as may be provided in the applicable assumption notice). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim will be deemed to have assented to such assumption and the amount of the applicable Cure Claim.

Section 10.2 Rejection Damage Claims and the Rejection Damage Claims Bar Date. Notwithstanding anything in the Order establishing the Claims Bar Date to the contrary, without the need for any further notice to, or action, Order, or approval of the Bankruptcy Court, if the rejection of an Executory Contract or Unexpired Lease pursuant to Section 10.1(a) of the Plan gives rise to a Rejection Damage Claim, such Claim will be forever barred and will not be enforceable against the Debtor or Reorganized Debtor unless a Proof of Claim asserting the Rejection Damage Claim is Filed within thirty (30) days of the Confirmation Date.

Section 10.3 Policies of Insurance Other than the Settling Insurers' Policies. Except to with respect to the Settling Insurers' Policies: (a) any and all of the Debtor's policies of insurance, together with any agreements, documents or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan; (b) on the Effective Date, the Debtor will be deemed to have assumed any and all insurance policies and any agreements, documents, and instruments related thereto; and (d) notwithstanding anything to the contrary in the Plan or Confirmation Order, on the Effective Date, the Reorganized Debtor will become and remain liable for any and all of the Debtor's obligations and liabilities thereunder regardless of whether such obligations and liabilities arise before or after the Effective Date.

Section 10.4 Existing Benefits Programs. On the Effective Date, all Existing Benefits Programs will be deemed assumed with the exception of Disallowed Priest Pension Claims.

Section 10.5 Workers' Compensation Program. On the Effective Date, the Reorganized Debtor will continue to honor its obligations under: (a) all applicable workers' compensation laws in all applicable states; and (b) the Workers' Compensation Program. All Proofs of Claims on account of workers' compensation, including the Workers' Compensation Program, will be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that (a) nothing in the Plan will limit, diminish, or otherwise alter the Debtor's or Reorganized Debtor's defenses, Estate Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Program; and (b) nothing herein will be deemed to impose any obligations on the Debtor, Reorganized Debtor, or their insurers in addition to what is provided for under the terms of the Workers' Compensation Program and applicable state law.

Section 10.6 Claims Incurred After the Effective Date. The Reorganized Debtor may pay Claims that it incurred after the Effective Date in the ordinary course of business, without application for or Court approval, subject to any agreements with such Creditors and applicable law.

Section 10.7 Reservation of Rights. Nothing contained in any Plan Document will constitute an admission by any Entity that any contract or lease is in fact an Executory Contract or Unexpired Lease of the Debtor, or that the Debtor or Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtor or Reorganized Debtor, as applicable, will have fifteen (15) days after entry of a Final Order resolving such dispute to alter the treatment of such contract or lease, in which case the deemed assumption provided for in the Plan will not apply to such contract or lease.

ARTICLE 11
CONDITIONS TO THE EFFECTIVE DATE

Section 11.1 Conditions to the Effective Date.

The Plan will not be consummated, and the Effective Date will not occur, until each of the following conditions has been satisfied:

- (a) *The Confirmation Order.*
 - (i) The Confirmation Order is a Final Order; and
 - (ii) The Confirmation Order is acceptable to the Debtor, the Non-Debtor Catholic Entities, and the Settling Insurers.
- (b) *The Insurance Settlement Agreement.* The Debtor, Non-Debtor Catholic Entities, and Settling Insurers have executed any applicable Insurance Settlement Agreement, the Bankruptcy Court has entered an Order or Orders that approves any Insurance Settlement Agreement (which may include the Confirmation Order), and such Order or Orders is a Final Order or Final Orders.
- (c) *The Settlement Trust.* The Settlement Trust is formed.
- (d) *The Settlement Consideration.* the Settlement Consideration is transferred to the Settlement Trust in accordance with Sections 5.2, 5.3, and 6.7 of the Plan.
- (e) *Distributions Necessary to Reinstate the 2017 Bonds.* The following is paid to the 2017 Bond Trustee in Cash: (i) principal or interest payments that became due, without acceleration, on the 2017 Bonds; (ii) the 2017 Bond Trustee's Claim; and (iii) the 2017 Bond Trustee's Professional Fee Claims, subject to the requirements of Section 2.3 of the Plan.

Section 11.2 Waiver of Conditions. The conditions set forth in Section 11.1 of the Plan may be waived by the written consent of the Debtor, the Non-Debtor Catholic Entities, and the Settling Insurers.

Section 11.3 Filing Notice of Occurrence of the Effective Date. The Reorganized Debtor will File a notice of occurrence of the Effective Date within three (3) days of the Effective Date. Such Notice must state (a) that all conditions to the Plan becoming effective have been satisfied, and (b) the date of the Effective Date.

Section 11.4 Effect of Non-Occurrence of Conditions. If substantial consummation of the Plan does not occur, the Plan will be null and void in all respects and nothing contained in the Plan Documents or the Disclosure Statement will: (a) constitute a waiver or release of any Claims by or against any Protected Party or any Settling Insurer; (b) prejudice in any manner the rights of any Protected Party or any Settling Insurer; (c) constitute an admission, acknowledgement, offer, or undertaking by any Protected Party or any Settling Insurers in any respect, including but not limited to, in any proceeding or case against the Archdiocese; or (d) be admissible in any Action against any Protected Party or any Settling Insurer in any court or other forum. In that event, the Archdiocese and all Creditors will be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred.

ARTICLE 12
ADDITIONAL EFFECTS OF CONFIRMATION

Section 12.1 Binding Effect. Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the Plan binds any Creditor holding a Claim against the Debtor, and inures to the benefit of, and is binding on, such Creditor's respective successors and assigns, regardless of whether (a) the Claim is Impaired under the Plan, (b) such Creditor voted to accept the Plan, or (c) the Creditor objected to Confirmation of the Plan.

Section 12.2 Non-Abuse Claims: Releases, Discharges, and Injunctions in favor of the Debtor and Reorganized Debtor. Except as otherwise expressly provided in the Plan, on the Effective Date, pursuant to section 1141(d) of the Bankruptcy Code, on the Effective Date, the Debtor will be discharged from all Non-Abuse Claims that arose before the Effective Date (each a “**Discharged Non-Abuse Claim**”), and any and all Entities who have held or asserted, hold or assert, or may in the future hold or assert a Discharged Non-Abuse Claim will be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Discharged Non-Abuse Claim, including: (a) commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Discharged Non-Abuse Claim against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor; (b) seeking the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or Order against the Debtor, Reorganized Debtor, or property of the Debtor or Reorganized Debtor, with respect to any Discharged Non-Abuse Claim; (c) creating, perfecting, or enforcing any encumbrance or Lien of any kind against the Debtor, Reorganized Debtor, or property of the Debtor or Reorganized Debtor with respect to any Discharged Non-Abuse Claim; (d) asserting any setoff right of contribution, indemnity, subrogation, or Final Order of any kind against any obligation due to the Debtor or Reorganized Debtor with respect to any Discharged Non-Abuse Claim; and (e) taking any action, in any manner and in any place whatsoever, that does not conform to or comply with the Plan. In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with the injunction provisions of this Section, the Plan, or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Plan. In a successful action to enforce the injunctive provisions of this Section of the Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys’ fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing. For the avoidance of doubt, any Discharged Non-Abuse Claim includes any Disallowed Claim, but does not include any liabilities arising from transactions and events occurring in the ordinary course of the Debtor’s business during the pendency of the Chapter 11 Case arising within the scope of 28 U.S.C. § 959.

Section 12.3 Abuse Claims and the Abuse Claims Discharge Date: Releases, Discharges, and Injunctions in favor of the Debtor and Reorganized Debtor. Except as otherwise expressly provided in the Plan or Confirmation Order, pursuant to section 1141(d) of the Bankruptcy Code, **on the applicable Abuse Claim Discharge Effective Date (as determined in Section 12.3(a)-(c) below)**, the Debtor will be discharged from each Abuse Claim that arose before the Effective Date (each a “**Discharged Abuse Claim**”), and any and all Entities who have held or asserted, hold or assert, or may in the future hold or assert a Discharged Abuse Claim will be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Discharged Abuse Claim, including: (a) commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Discharged Abuse Claim against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor; (b) seeking the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or Order against the Debtor, Reorganized Debtor, or property of the Debtor or Reorganized Debtor, with respect to any Discharged Abuse Claim; (c) creating, perfecting, or enforcing any encumbrance or Lien of any kind against the Debtor, Reorganized Debtor, or property of the Debtor or Reorganized Debtor with respect to any Discharged Abuse Claim; (d) asserting any setoff right of contribution, indemnity, subrogation, or Final Order of any kind against any obligation due to the Debtor or Reorganized Debtor with respect to any Discharged Abuse Claim; and (e) taking any action, in any manner and in any place whatsoever, that does not conform to or comply with the Plan. In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with the injunction provisions of this Section, the Plan, or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for

enforcement of the Plan. In a successful action to enforce the injunctive provisions of this Section of the Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

The Abuse Claim Discharge Date for each Abuse Claim is determined as follows:

(a) With respect to Known Abuse Convenience Claims, the Abuse Claim Discharge Date is the Effective Date;

(b) With respect to Other Known Abuse Claims, the Abuse Claim Discharge Date is determined as follows:

(i) With respect to any Other Known Abuse Claim held by a Known Abuse Claimant who, on or before the first anniversary of the Effective Date, is authorized to proceed as a Litigation Claimant, the Abuse Claim Discharge Date will be the earlier of (A) the date on which any and all Litigation Claims by such Litigation Claimant against the applicable Protected Parties have been finally adjudicated, settled, or dismissed on a final and non-appealable basis, or (B) the date on which such Known Abuse Claimant withdraws, in accordance with Section 6.10 of the Plan, his or her decision to be a Litigation Claimant; and

(ii) With respect to any Other Known Abuse Claim held by any Unknown Abuse Claimant who, on or before the first anniversary of the Effective Date, is not authorized to proceed as a Litigation Claimant, the Abuse Claim Discharge Date will be the first anniversary of the Effective Date.

(c) With respect to Unknown Abuse Claims, the Abuse Claim Discharge Date is determined as follows:

(i) With respect to any Unknown Abuse Claim held by any Unknown Abuse Claimant who, on or before the first anniversary of the Effective Date, is authorized to proceed as a Litigation Claimant, the Abuse Claim Discharge Date will be the earlier of (A) the date on which any and all Litigation Claims by such Litigation Claimant against the applicable Protected Parties have been finally adjudicated, settled, or dismissed on a final and non-appealable basis, or (B) the date on which the Unknown Abuse Claimant withdraws, in accordance with Section 6.10 of the Plan, his or her decision to be a Litigation Claimant; and

(ii) With respect to any Unknown Abuse Claim held by any Unknown Abuse Claimant who, on or before the first anniversary of the Effective Date, is not authorized to proceed as a Litigation Claimants, the Abuse Claim Discharge Date will be the first anniversary of the Effective Date.

Section 12.4 Exculpation and Limitation of Liability. From and after the Effective Date, to the maximum extent permitted by law, no Exculpated Party will have or incur, any liability for, and each Exculpated Party will be released from, any Claims, Causes of Action, or liability and each Exculpated Party is hereby exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, Estate Cause of Action remedy, loss, and liability for conduct occurring on or after the Petition Date in connection with or arising out of: (a) the filing and administration of the Chapter 11 Case; (b) the negotiation and pursuit of the Disclosure Statement, the Plan, the solicitation of votes for, or Confirmation of, the Plan; (c) the funding or consummation of the Plan, the Plan Documents, or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Distribution

under the Plan or Settlement Trust Distribution under the Settlement Trust, whether or not such Distributions or Settlement Trust Distributions occur following the Effective Date; (d) the implementation of the Plan; and (e) any negotiations, transactions, and documentation in connection with the foregoing clauses (a)-(d); provided, however, the foregoing will not apply to any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of this Plan, that protect such Exculpated Parties from liability.

The Exculpated Parties have, and upon completion of the Plan will be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and any distribution of consideration made pursuant to the Plan or Settlement Trust and, therefore, are not, and on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan, any Distributions made pursuant to the Plan, or any Settlement Trust Distributions made under the Settlement Trust Documents.

Section 12.5 Channeling Injunction Regarding against Protected Parties and Settling Insurers. In consideration of the undertakings of the Protected Parties and Settling Insurers under the Plan, including the Settlement Consideration and other good and valuable consideration, and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, pursuant to section 105 of the Bankruptcy Code:

(a) Any and all Channeled Claims against any Protected Party and any Settling Insurers are channeled to the Settlement Trust, and such Channeled Claims will be treated, administered, determined, and resolved under the procedures and protocols established in the Plan and Settlement Trust Documents;

(b) Except as to the Litigation Claims that are authorized in accordance with Section 6.9 of the Plan, any and all Entities who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting or attempting to assert any Channeled Claim, including commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim that is not an authorized Litigation Claim;

(c) Any and all Entities who have held or asserted, hold, or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking the following action, directly or indirectly, against any Protected Party and their respective properties, as follows:

(i) Enforcing, attaching, or collecting, by any manner or means, from any Protected Party and their respective properties, any Litigation Award, judgment, award, decree, or Order with respect to any Channeled Claim against any Protected Party and their respective properties, and

(ii) Creating, perfecting, or enforcing any Lien of any kind relating to any Channeled Claim against any Protected Party and their respective properties; and

(d) Any and all Entities who have held or asserted, hold, or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined,

barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against any Settling Insurer and their respective properties, including:

- (i) Commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of Settling Insurers and their respective properties;**
- (ii) Enforcing, attaching, collecting, or recovering, by any manner or means, from any Settling Insurer and their respective properties, any Litigation Award, judgment, award, decree, or Order with respect to any Channeled Claim against any Settling Insurer; and**
- (iii) Creating, perfecting, or enforcing any Lien of any kind relating to any Channeled Claim against any Settling Insurer and their respective properties.**

The foregoing Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this Section of the Plan will inure to the benefit of the Protected Parties and Settling Insurers. In a successful action to enforce the injunctive provisions of this Section of the Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.

Section 12.6 Supplemental Settling Insurers' Channeling Injunction. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Plan, including, but not limited to, the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to section 365(f) of the Bankruptcy Code, any and all Entities who have held, now hold or who may in the future hold any Claims against any Protected Party, any Covered Entity, or any Settling Insurer, which, directly or indirectly, relate to, any Abuse Claims, or any Covered Entities' Insurance Claims, are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Claim against any Settling Insurer, any Covered Entities, and/or any Settling Insurer's Policies, including:

- (a) Commencing or continuing in any manner any action or other proceeding against any Settling Insurer or any Covered Entity, or the property of any Settling Insurer or Covered Entity;**
- (b) Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree, or Order against any Settling Insurer or any Covered Entity, or the property of any Settling Insurer or any Covered Entity;**
- (c) Creating, perfecting, or enforcing any Lien of any kind against any Settling Insurer or any Covered Entities, or the property of any Settling Insurer or any Covered Entity;**
- (d) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or Final Order of any kind against any obligation due any Settling Insurers or any Covered Entity, or the property of any Settling Insurers or any Covered Entities; and**

(e) Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

The Supplemental Settling Insurers' Channeling Injunction will not apply to the rights of any Settling Insurer to any reinsurance recoveries, as provided in Section 7.7 of the Plan.

Section 12.7 Permanent Injunction against Prosecution of Discharged, Released, or Channeled Claims. Except as otherwise expressly provided in the Plan, in consideration of the undertakings of the Protected Parties and Settling Insurers under the Plan, including the Settlement Consideration and other good and valuable consideration, and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, any and all Entities who have held, hold, or may hold Channeled Claims or Claims against the Protected Parties or Settling Insurers, whether known or unknown, will be permanently enjoined from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Known Abuse Claim or any Unknown Abuse Claim against the Settling Insurers or the property of the Settling Insurers with respect to any Claim or Channeled Claim; (b) seeking the enforcement, attachment, or collection, by any manner or means of any Litigation Award, or any other judgment, award, decree, or Order against the Settling Insurers or the property of the Settling Insurers, with respect to any Claim or Channeled Claim; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Settling Insurers or the property of the Settling Insurers with respect to any Claim or Channeled Claim; (d) asserting any setoff, right of subrogation, or Final Order of any kind against any obligation due to the Settling Insurers with respect to any Claim or Channeled Claim; and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with the provisions of the Plan or any documents relating to the Plan, including, the Settlement Trust Documents. **THIS SECTION OF THE PLAN IS EFFECTIVE ON AND AFTER THE APPLICABLE ABUSE CLAIM DISCHARGE DATE WITH RESPECT TO ABUSE CLAIMS.** Additionally, the foregoing injunctive provisions are an integral part of the Plan and are essential to its implementation.

Section 12.8 Additional Limitation of Liability. The Protected Parties and Settling Insurers will not have any liability to any Entity, including any Governmental Unit or insurer, on account of any Settlement Trust Distribution made on account of an Abuse Claim, including, but not limited to, any liability under the MSPA.

Section 12.9 Insurance Injunctions related to Settling Insurers. Any and all injunctions and/or stays provided in the Plan, the injunctive provisions of sections 524 and 1141 of the Bankruptcy Code, and any and all injunctions or stays protecting any Settling Insurer that has purchased its insurance policies and/or certificates, free and clear of any and all Liens, Claims, and interests pursuant to sections 105, 363, and 1123 of the Bankruptcy Code, (a) are permanent, (b) will remain in full force and effect following the Effective Date, and (c) are not subject to being vacated or modified. The injunctions and releases contained in the Plan will control notwithstanding any other provision in the Plan or any Insurance Settlement Agreement.

Section 12.10 General Settlement of Claims. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, Settlement Trust Distributions, releases, and other benefits provided under the Plan, on the Effective Date, the Plan constitutes a good faith compromise and settlement of any and all Claims and controversies resolved pursuant to the Plan.

Section 12.11 Gatekeeper Provisions. No Abuse Claimant or Creditor holding an Abuse Related Contingent Contribution and Indemnity Claim may commence or pursue a Claim, Cause of Action, or Estate Cause of Action of any kind against any Protected Party or Settling Insurer that arose or arises from, or is related to, the Chapter 11 Case, the negotiation of the Plan, the

administration of the Plan or Settlement Trust, the Settlement Trust Distributions, transactions in furtherance of the foregoing, or Single Business Enterprise-Type Theories, unless the Bankruptcy Court, after notice and a hearing, (a) determines that such Claim, Cause of Action, or Estate Cause of Action represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence, against the applicable Protected Party or Settling Insurer, and (b) specifically authorizes such Abuse Claimant or Creditor to bring such Claim, Cause of Action, or Estate Cause of Action against the applicable Protected Party or Settling Insurer. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether such Claim, Cause of Action, or Estate Cause of Action is colorable and, only to the extent legally permissible and, as provided in Article 13 of the Plan, will have jurisdiction to adjudicate the underlying colorable Claim, Cause of Action, or Estate Cause of Action. For the avoidance of doubt, nothing in this Section 12.11 of the Plan is intended to limit the Exculpations as set forth in Section 12.4 of the Plan, or the Debtor Releases and Injunctions in Sections 12.2, 12.3, and 12.5 of the Plan.

Section 12.12 Opt-Out Creditors' Temporary Injunctions.

(a) *Opt-Out Creditors who are Abuse Claimant.* As to any Opt-Out Creditor who is the holder of an Other Known Abuse Claim or an Unknown Abuse Claim, unless the Bankruptcy Court first determines, after notice and hearing, that such Opt-Out Creditor's Abuse Claim (i) is not being evaluated, or has not been evaluated, in accordance with the Settlement Trust Documents, or has not been paid in accordance with the Settlement Trust Documents, and (ii) is not the subject of a pending Litigation Claim for which such Abuse Claimant, as an authorized Litigation Claimant, may have recourse pursuant to the Plan and Settlement Trust Documents, then:

- (i) On and after the Effective Date, each such Opt-Out Creditor is enjoined from commencing or pursuing any Claim or Cause of Action against any Protected Party that is for or related to such Opt-Out Creditor's Other Known Abuse Claim or Unknown Abuse Claim; provided, however, such injunction does not apply to a Litigation Claim against any Protected Party where such Litigation Claim was authorized in accordance with, and subject to, Section 6.9 of the Plan, including, but not limited to, the Litigation Claimant Agreement; and
- (ii) On and after the Effective Date, each such Opt-Out Creditor is enjoined from commencing or pursuing any Claim or Cause of Action for or related to such Opt-Out Creditor's Other Known Abuse Claim or Unknown Abuse Claim against any Settling Insurer.

(b) *Opt-Out Creditors who hold Abuse Related Contingent Contribution and Indemnity Claims.* As to any Opt-Out Creditor who holds an Abuse Related Contingent Contribution and Indemnity Claim, unless the Bankruptcy Court first determines, after notice and hearing, that the Abuse Claimant who holds the Abuse Claim that gives rise to the Opt-Out Creditor's Abuse-Related Contingent Contribution and Indemnity Claim is both (i) an Opt-Out Creditor, and (ii) is not enjoined in accordance with Section 12.12(a) of the Plan, on and after the Effective Date, each such Opt-Out Creditor is enjoined from commencing or pursuing any Claim or Cause of Action against any Protected Party or Settling Insurer that is for or related to such Opt-Out Creditor's Abuse Related Contingent Contribution and Indemnity Claim.

(c) *Debtor Releases and Injunctions Not Affected by Section 12.12 of the Plan.* For the avoidance of doubt, nothing in Section 12.12 of the Plan is intended to limit or impair the Debtor Releases and Injunctions in Sections 12.2, 12.3, and 12.5 of the Plan.

(d) **Jurisdiction.** The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether the Opt-Out Creditor has satisfied the conditions set forth in (a) and (b) of Section 12.12 of the Plan.

Section 12.13 Exceptions to Exculpation, Injunction, and Release Provisions. For the avoidance of doubt, notwithstanding any provision of the Plan or Confirmation Order to the contrary, no exculpation, injunction (including, but not limited to, the Channeling Injunctions), or release provision contained in the Plan or Confirmation Order will provide any protection or benefit to any Excluded Party.

Section 12.14 Avoidance Actions. On the Effective Date, the Archdiocese, on behalf of itself and its Estate, will release any and all Avoidance Actions, and the Archdiocese, and any Entity acting on behalf of the Archdiocese, will be deemed to have waived the right to pursue any and all Avoidance Action. For the avoidance of doubt, no Avoidance Actions will revert, or be transferred, to any Creditor or the Settlement Trust.

Section 12.15 The Debtor's Waiver and Release of Certain Claims against the Non-Debtor Catholic Entities; Settlement. In addition to the waivers and releases set forth in Section 7.6 of the Plan, in consideration for the Non-Debtor Catholic Entities' Settlement Consideration, and other good and valuable consideration, pursuant Bankruptcy Rule 9019, on the Effective Date, the Debtor and Reorganized Debtor irrevocably and unconditionally, without limitation, release, acquit, forever discharge, and waive any Claims against any Non-Debtor Catholic Entity that relate to any Channeled Claim or any Single Business Enterprise-Type Theories. The foregoing release is an integral part of the Plan and is essential to the Plan's consummation and implementation. For the avoidance of doubt, the release contained in this Section of the Plan does not release any Non-Debtor Catholic Entity from liability due on or with respect to any of the following Preserved Estate Causes of Action: (a) Archdiocesan Agency Assessments; (b) Archdiocesan Parish Assessments; (c) Deposit and Loan Notes Receivables; (d) any liability or obligation relating to or arising out of any Parish Service Agreement; or (e) any charges for services subcontracted by the Archdiocese or owed to other Entities, including, but not limited to, legal fees, bank investment charges and services, employee benefits charges and services, insurance premiums, and self-insured retentions and deductibles.

Section 12.16 Reservation and Retention of Preserved Estate Causes of Action and Defenses of the Archdiocese. Except to the extent such rights, Claims, Estate Causes of Action, defenses, and counterclaims are otherwise dealt with in the Plan or are expressly and specifically released in connection with the Plan, the Confirmation Order, or any settlement agreement approved during the Chapter 11 Case, in accordance with section 1123(b) of the Bankruptcy Code, as of the Effective Date, the Reorganized Debtor reserves any and all rights, Claims, Estate Causes of Action, defenses, and counterclaims of or accruing to the Debtor or Reorganized Debtor, whether or not litigation relating thereto is pending on the Effective Date, including, but not limited to, any types of Preserved Estate Causes of Action described in Plan Supplement 12.16. Except as provided in the Plan or Confirmation Order, on the Effective Date, the Preserved Estate Causes of Action and defenses of the Debtor will re-vest in the Reorganized Debtor.

Without limiting the generality of the foregoing, notwithstanding any otherwise applicable principle of law or equity including, without limitation, any principles of judicial estoppel, *res judicata*, collateral estoppel, issue preclusion, or any similar doctrine, THE FAILURE TO LIST, DISCLOSE, DESCRIBE, IDENTIFY, OR REFER TO A RIGHT, CLAIM, ESTATE CAUSE OF ACTION, DEFENSE, OR COUNTERCLAIM, OR POTENTIAL RIGHT, CLAIM, ESTATE CAUSE OF ACTION, DEFENSE, OR COUNTERCLAIM, IN THE PLAN, THE SCHEDULES, PLAN SUPPLEMENT 12.16, OR ANY OTHER DOCUMENT FILED WITH THE BANKRUPTCY COURT, WILL IN NO MANNER WAIVE, ELIMINATE, MODIFY, RELEASE, OR ALTER ANY RIGHT OF THE DEBTOR OR REORGANIZED DEBTOR TO COMMENCE, PROSECUTE, DEFEND AGAINST, SETTLE, AND REALIZE UPON ANY RIGHTS, CLAIMS, ESTATE CAUSES OF ACTION, DEFENSES, OR COUNTERCLAIMS THAT THE ARCHDIOCESE OR ESTATE HAVE, OR MAY HAVE, AS OF THE EFFECTIVE DATE.

Section 12.17 Term of Pre-Confirmation Injunctions or Stays. Unless otherwise provided herein, any and all injunctions or stays arising before the Confirmation Date in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

ARTICLE 13
RETENTION OF JURISDICTION

Section 13.1 Bankruptcy Court. Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over any and all matters arising out of, or related to, the Chapter 11 Case and Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

- (a) resolve any matters related to (i) the assumption or rejection of any Executory Contract or Unexpired Lease to which the Debtor or Reorganized Debtor is party or with respect to which the Debtor or Reorganized Debtor may be liable, and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code, and (ii) any dispute regarding whether a contract or lease is or was executory or expired;
- (b) determine, adjudicate, or decide any other applications, adversary proceedings, contested matters, and any other matters pending on the Effective Date;
- (c) ensure that Distributions and Settlement Trust Distributions to Creditors holding Allowed Claims are accomplished as provided herein;
- (d) resolve disputes as to the ownership of any Claim;
- (e) Allow, Disallow, determine, liquidate, classify, estimate, or establish the Priority, Secured or Unsecured status, or amount of any Claim, including, but not limited to, the resolution of (i) any request for payment of any Administrative Claim, (ii) any objections to the secured or unsecured status, priority, amount, or Allowance of Claims, or (iii) any dispute concerning any excusable neglect issues related to any Late-Filed Abuse Claim or Late-Filed Non-Abuse Claim;
- (f) resolve any Claim or Cause of Action against an Exculpated Party, Protected Party, or Settling Insurer that arises from, or is related to, the Chapter 11 Case, the negotiation of this Plan, the administration of the Plan, Distributions, Settlement Trust Distributions, or any conduct or transaction in furtherance of the foregoing;
- (g) make any determination with respect to Section 12.11 of the Plan, including, but not limited to, jurisdiction to adjudicate the merits of any underlying colorable Claim or Cause of Action;
- (h) make any determination with respect to Section 12.12 of the Plan, including, but not limited to, jurisdiction to adjudicate the applicability of the Opt-Out Creditors' Temporary Injunctions;
- (i) enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, reversed, modified, or vacated;
- (j) enter such Orders in aid of implementation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;
- (k) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Order, including, but not limited to, the Confirmation Order;
- (l) hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;

- (m) hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan or Confirmation Order;
- (n) hear and determine any issue for which the Plan requires an Order;
- (o) hear and determine matters concerning state, local, and federal Taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (p) hear and determine disputes arising in connection with compensation and reimbursement of expenses of Professionals for services rendered during the period commencing on the Petition Date through and including the Effective Date;
- (q) hear and determine any Preserved Estate Causes of Action;
- (r) hear and determine any matter regarding the existence, nature, and scope of the releases and discharge of the Archdiocese;
- (s) hear and determine any matter, case, controversy, suit, dispute, or Cause of Action (i) regarding the existence, nature, and scope of the discharge, releases, injunctions, and exculpation provided under the Plan, and (ii) enter such Orders as may be necessary or appropriate to implement such discharge, releases, injunctions, exculpations, and other provisions;
- (t) hear and determine conflicts and disputes among the Settlement Trust, the Reorganized Debtor, and all Creditors, including, but not limited to, whether any Protected Party has failed to comply with its Post-Effective Date Insurance Obligations;
- (u) issue injunctions, provide declaratory relief, or grant such other legal or equitable relief as may be necessary or appropriate to restrain interference with the Plan, the Archdiocese or its property, the Reorganized Debtor or its property, the Estate or its property, the Settlement Trust or its property, the Settlement Trustee, the Professionals, or the Confirmation Order;
- (v) resolve any and all disputes related to the Non-Monetary Commitments, including any action seeking specific performance of the Non-Monetary Commitments;
- (w) issue injunctions, enter and implement other Orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation or enforcement of the Plan;
- (x) adjudicate all disputes arising from or relating to Distributions under the Plan or Settlement Trust Distributions under the Settlement Trust Documents;
- (y) enforce all Orders previously entered by the Bankruptcy Court;
- (z) enter a Final Decree; and
- (aa) hear any other matter not inconsistent with the Bankruptcy Code.

Section 13.2 By the District Court. Pursuant to sections 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. § 1334, on and after the Effective Date, the District Court will retain original, but not exclusive, jurisdiction to hear and determine any and all matters arising under the Bankruptcy Code, or arising in or related to the Chapter 11 Case.

Section 13.3 Chapter 11 Case Closure. The existence and continued operation of the Settlement Trust will not prevent the Bankruptcy Court from closing the Chapter 11 Case, or entering a Final Decree. In any Action involving the Settlement Trust or any Action seeking the specific performance of the Non-Monetary Commitments, any costs incurred in reopening the Chapter 11 Case, including any statutory fee, will be paid solely paid by the Settlement Trustee from the Settlement Trust Assets.

ARTICLE 14
MISCELLANEOUS

Section 14.1 Continuation of Unknown Abuse Claims Representative. Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Unknown Abuse Claims Representative will continue until the funds in the Unknown Abuse Claims Reserve Fund are completely distributed as provided in the Settlement Trust Documents, or as directed by a future Order entered by the Bankruptcy Court. In the absence of an Unknown Abuse Claims Representative, the Settlement Trustee will act on behalf of the Abuse Claimants holding Unknown Abuse Claims in accordance with the Plan and Settlement Trust Documents.

Section 14.2 No Successor Liability. Except as otherwise expressly provided in the Plan, the Reorganized Debtor does not, pursuant to the Plan or otherwise, assume, agree to perform, pay, or indemnify any Entity, or otherwise have any responsibility for any liabilities or obligations of the Debtor relating to or arising out of the operations of or assets of the Debtor, whether arising before, on or after the Effective Date. Neither the Reorganized Debtor, nor the Settlement Trust, will be deemed to be a successor to the Debtor by reason of any theory of law or equity, and none will have any successor or transferee liability of any kind or character; provided, however, (a) the Reorganized Debtor will assume and remain liable for its obligations specified in the Plan Documents and Confirmation Order, and (b) the Settlement Trust will assume the obligations of the Settlement Trust that are specified in the Settlement Trust Documents, Plan, and Confirmation Order.

Section 14.3 Certain Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, the following will not be subject to a stamp Tax, real estate transfer Tax, sales or use Tax or similar Tax as follows: (a) the creation of any mortgage, Lien, or other security interest; (b) the making or assignment of any lease or sublease; (c) any transaction related to the Plan; or (d) the making or delivery of any deed, bill of sale or other instrument of transfer or assignment or any plan of merger, consolidation, liquidation or dissolution under, in furtherance of or in connection with the Plan.

Section 14.4 Operations between the Confirmation Date and Effective Date. During the period from the Confirmation Date through and until the Effective Date, the Debtor may continue to operate as a debtor-in-possession, subject to any and all applicable Orders of the Bankruptcy Court.

Section 14.5 Dissolution of Creditors' Committees. On the Effective Date, the Creditors' Committees will dissolve automatically, whereupon their members, Professionals, and agents will be released from any further duties and responsibilities in the Chapter 11 Case and under the Bankruptcy Code, provided, however, that such parties will continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), mediation and settlement privileges, and protective Orders entered during the Chapter 11 Case, which will remain in full force and effect according to their terms. For the avoidance of doubt, the Creditors' Committees' Professionals will continue to have a right to be heard with respect to all Fee Applications for their Professional Fee Claims.

Section 14.6 Indemnification of Members, Managers, Officers, and Employees. The obligation of the Archdiocese to indemnify any individual serving at any time on or before the Effective Date, as one of its officers, employees, council members, or volunteers by reason of such individual's service in such capacity, to the extent provided in any of the Archdiocese's constituent documents, by a written agreement with the Archdiocese, or under the laws of the State of Louisiana, will be deemed and treated as Executory Contracts that are assumed by the Reorganized Debtor, pursuant to the Plan and section 365 of the Bankruptcy Code as of the Effective Date; provided, however, under no circumstances will the Debtor or Reorganized Debtor assume or be responsible for any alleged indemnification of any such individual against whom the Archdiocese has determined or may, in the future, determine, that there are credible allegations of Abuse, or such individual has or may have engaged in some other conduct that otherwise would excuse the Reorganized Debtor from providing such indemnification to such individual.

Section 14.7 Good Faith and Section 1125 of the Bankruptcy Code. As of, and subject to the occurrence of, the Confirmation Date, the Debtor will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125(a) and 1125(e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosures in connection with such solicitation.

Section 14.8 Return of Deposits. To the extent that the Debtor was required to and did pay deposits to any Entity before or after the Petition Date, as a condition of or as security for continued service after the Petition Date, including, but not limited to, deposits paid to utility companies for adequate assurance pursuant to section 366 of the Bankruptcy Code, then, upon satisfaction of the Claims of such Creditor pursuant to the Plan, or if such Creditor did not have any Claims against the Debtor, any such deposits, together with any interest or other income earned thereon, if any, will be refunded to the Reorganized Debtor within fifteen (15) days of demand for return of such deposit.

Section 14.9 Additional Reservation of Rights. In accordance with the Plan, the Archdiocese reserves the right to sell property of the Estate in any Section 363 Sale, or compromise Estate Causes of Action on behalf of the Estate, at any time before the Effective Date, subject to Bankruptcy Court approval.

Section 14.10 Special Provisions Governing Unimpaired Claims. Except as otherwise provided in the Plan, nothing will affect the Debtor's or the Reorganized Debtor's rights and defenses with respect to any Unimpaired Claims, including, but not limited to, any and all rights with respect to legal and equitable defenses to, or setoffs or Final Orders against, such Unimpaired Claims.

Section 14.11 Tax Exemption. Pursuant to section 1146 of the Bankruptcy Code, the delivery or recording of an instrument of transfer on or after the Confirmation Date will be deemed to be made pursuant to and under the Plan, including, but not limited to, any transfer by the Debtor, or any subsequent transfer by the Reorganized Debtor to the Settlement Trust, and will not be taxed under any law imposing a stamp Tax, transfer Tax, state deed Tax, or similar Tax or fee.

Section 14.12 Retention of Professionals on and After the Effective Date. On and after the Effective Date, the Reorganized Debtor may employ and pay any professional without any further notice to or action, Order, or approval of the Bankruptcy Court.

Section 14.13 Protections against Discriminatory Treatment. Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, no Entity, including Governmental Units, will discriminate against the Reorganized Debtor or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtor, or another Entity with whom the Reorganized Debtor has been associated, solely because the Archdiocese has been a debtor under chapter 11 of the Bankruptcy Code, may have been insolvent before the commencement of the Chapter 11 Case, or has not paid a debt that is dischargeable in the Chapter 11 Case.

Section 14.14 Non-Severability. If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Plan, including, but not limited to, Article 12 of the Plan, are mutually dependent and non-severable. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have

been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the written consent of the Debtor or Reorganized Debtor (as applicable), and (c) non-severable and mutually dependent.

Section 14.15 Modification of the Plan. Subject to the restrictions on modification set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rules 2002 and 3019, the Debtor reserves the right to alter, amend or modify the Plan before the substantial consummation of the Plan. An Order of the Bankruptcy Court approving any amendment or modification made to the Plan will constitute an Order in aid of consummation of the Plan, and will not require the re-solicitation of votes on the Plan.

Section 14.16 Revocation or Withdrawal of the Plan. The Debtor reserves the right to revoke or withdraw the Plan at any time before the Confirmation Date by Filing a notice of withdrawal or revocation.

Section 14.17 Substantial Consummation. On the Effective Date, the Plan will be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

Section 14.18 Filing Additional Documents. At any time before substantial consummation, the Settlement Trust, the Debtor or Reorganized Debtor, as appropriate, may File with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, or otherwise to comply with applicable law.

Section 14.19 Powers of Officers. The officers of the Debtor or Reorganized Debtor (as applicable) will have the power to enter into or execute any documents or agreements that they deem reasonable and appropriate to effectuate the terms of the Plan.

Section 14.20 Effective Date Actions Simultaneous. Unless the Plan or Confirmation Order provides otherwise, actions required to be taken on the Effective Date will take place and be deemed to have occurred simultaneously, and no such action will be deemed to have occurred before the taking of any other such action.

Section 14.21 Successors and Assigns. The rights, benefits and obligations of any Entity named or referred to in the Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

Section 14.22 Headings. Headings are used in the Plan for convenience and reference only, and will not constitute a part of the Plan for any other purpose.

Section 14.23 Conflicts. The terms of the Plan will govern in the event of any inconsistency between the Plan and Disclosure Statement. In the event of any inconsistency with the Plan and Confirmation Order, the Confirmation Order will govern with respect to such inconsistency. If there is any inconsistency between the terms of this Confirmation Order and the terms of any final, executed Plan Exhibit or Plan Supplement, the terms of the final, executed Plan Exhibit or Plan Supplement will govern and control.

Section 14.24 Governing Law. Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under the Plan will be governed by, and construed and enforced as provided in the laws of the State of Louisiana, without giving effect to the principles of conflict of laws thereof.

Section 14.25 Entire Agreement. The Plan Documents set forth the entire agreement and undertakings relating to the subject matter thereof and supersede all prior discussions, negotiations, understandings, and documents. No Entity will be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided in the Plan or other Plan Documents, or as may be agreed to by the affected parties in writing after the Effective Date.

Section 14.26 Post-Confirmation Notices. On and after the Effective Date, Post-Confirmation Notices will be deemed to have been duly given when such Notices are served on the Post-Confirmation Notice Parties. After the Effective Date, the Reorganized Debtor and Settlement Trustee are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request to receive documents pursuant to Bankruptcy Rule 2002.

Section 14.27 No Admissions. Other than as expressly provided under the Plan or the Confirmation Order, nothing in the Plan or Disclosure Statement, or any document or pleading Filed in connection therewith, will constitute or be deemed to constitute an admission that any Protected Party, Settling Insurer, or Non-Settling Insurers is subject to, or liable for, any Claim.

Section 14.28 Duplicate Proofs of Claim. Any duplicate Proof of Claim that has been paid or satisfied, or any Proof of Claim that is clearly marked as amended or superseded by a subsequently Filed Proof of Claim that remains on the Claims Register, may be adjusted or expunged on the Claims Register by the Claims and Voting Agent at the direction of the Reorganized Debtor upon stipulation between the parties in interest, without an objection having to be Filed, and without any further notice to or action, Order, or approval of the Bankruptcy Court.

Section 14.29 Consent to Jurisdiction. Upon default under the Plan, (a) the Debtor and Reorganized Debtor, (b) the Settlement Trust, (c) the Settlement Trustee, (d) the Creditors' Committees, (e) the Settlement Trust Advisory Committee, (f) the Unknown Abuse Claims Representative, (g) the Abuse Claims Reviewer, (h) the Protected Parties, (i) the Settling Insurers, and (j) any successor to (a) through (i) hereof, consent to the jurisdiction of the Bankruptcy Court, and agree that the Bankruptcy Court is and will be the preferred forum for all proceedings relating to any such default.

Section 14.30 Closing the Chapter 11 Case. As soon as practicable after the Effective Date, when the Reorganized Debtor deems appropriate, the Reorganized Debtor will seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules; provided, however, that entry of a Final Decree closing the Chapter 11 Case will, whether or not specified therein, be without prejudice to the right of the Reorganized Debtor, the Settlement Trustee, or any other party in interest to reopen the Chapter 11 Case for any matter over which the Bankruptcy Court or District Court has retained jurisdiction under the Plan. Any Order closing the Chapter 11 Case will provide that the Bankruptcy Court or District Court, as appropriate, will retain (a) jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other Orders entered in the Chapter 11 Case, and the obligations created by any Plan Document, and (b) any and all other jurisdiction and authority granted to it under any Plan Document.

Dated as of September 13, 2024

**THE ROMAN CATHOLIC CHURCH OF THE
ARCHDIOCESE OF NEW ORLEANS**



By: _____
Most Reverend Gregory M. Aymond
Archbishop

/s/ Mark A. Mintz

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**ATTORNEYS FOR THE ROMAN CATHOLIC CHURCH
OF THE ARCHDIOCESE OF NEW ORLEANS**

PLAN EXHIBIT A
DATED AS OF SEPTEMBER 13, 2024

**DEFINED TERMS FOR THE CHAPTER 11 PLAN OF REORGANIZATION
FOR THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE
OF NEW ORLEANS, DATED AS OF SEPTEMBER 13, 2024, AND
THE ACCOMPANYING DISCLOSURE STATEMENT**

#102552666v2

1. “**2017 Bond Claims**” means the Unsecured Claims arising out of and under the 2017 Bonds and, for the avoidance of doubt, includes: (a) principal and interest due with respect to the 2017 Bonds; (b) the 2017 Bond Trustee’s Claim; and (c) the 2017 Bond Trustee’s Professional Fee Claim. The 2017 Bond Claims are treated in Class 5, at Section 4.5 of the Plan, and Section 2.3 of the Plan.

2. “**2017 Bond Documents**” means: (a) the 2017 Bond Indenture; (b) that certain Loan Agreement by the Archdiocese, dated as of April 1, 2017, related to the 2017 Bonds; (c) the Continuing Disclosure Agreement by the Archdiocese, also dated as of April 1, 2017; (d) the 2017 Bond Trustee Settlement Agreement; and (e) any other documents and agreements related to the 2017 Bonds.

3. “**2017 Bond Indenture**” means that certain Trust Indenture, dated as of April 1, 2017, pursuant to which the 2017 Bonds were issued.

4. “**2017 Bond Trustee**” means the indenture trustee under the 2017 Bond Indenture, including, a various times: (a) HWB, in its capacity as the indenture trustee under the 2017 Bond Indenture; (b) Argent Institutional Trust Company, formerly known as TMI Trust Company, Inc., in its capacity as HWB’s successor as the indenture trustee under the 2017 Bond Indenture; and (c) any subsequent successor trustee appointed pursuant to the 2017 Bond Indenture.

5. “**2017 Bond Trustee Settlement Agreement**” means that certain Settlement Agreement by and between the Debtor and the 2017 Bond Trustee, as approved by and attached to the *Order (i) Approving the Amended Settlement Agreement, and (ii) Granting Related Relief, 527*].

6. “**2017 Bond Trustee’s Claim**” means the Claim of the 2017 Bond Trustee in respect of its internal reasonable fees and expenses for services rendered by the 2017 Bond Trustee under the 2017 Bond Indenture until the Effective Date, in accordance with Sections 2.3 and 4.5 of the Plan. For the avoidance of doubt, the definition of 2017 Bond Trustee’s Claim does not include the 2017 Bond Trustee’s Professional Fee Claim, or the principal and interest due with respect to the 2017 Bonds.

7. “**2017 Bond Trustee’s Professional Fee Claim**” means any Claim of the 2017 Bond Trustee for reimbursement of the reasonable fees and expenses of the 2017 Bond Trustee’s Professionals incurred in connection with the Chapter 11 Case through the Effective Date, in accordance with Sections 2.3 and 4.5 of the Plan. For the avoidance of doubt, the definition of 2017 Bond Trustee’s Professional Fee Claim does not include the 2017 Bond Trustee’s Claim, or the principal and interest due with respect to the 2017 Bonds.

8. “**2017 Bond Trustee’s Professionals**” means: (a) Carver Darden Koretzky Tessier Finn Blossman & Areaux LLC, as counsel to HWB in its former capacity as the 2017 Bond Trustee; and (b) Greenberg Traurig, LLP, as counsel to Argent Institutional Trust Company, formerly known as TMI Trust Company, Inc., in its capacity as the 2017 Bond Trustee.

9. “**2017 Bonds**” means the Louisiana Public Facilities Authority Refunding Revenue Bonds (Archdiocese of New Orleans Project) Series 2017, in the aggregate original principal amount of \$41,895,000, issued pursuant to the 2017 Bond Indenture.

10. “**Abuse**” means any of the following acts: (a) touching by the Perpetrator of the person’s intimate body parts (genitals, breasts or buttocks), the touching by the person of the Perpetrator’s intimate body parts, showing pictures of the person’s body or other persons’ bodies, taking pictures of the person’s body, showing pornography, or making images of the person while naked or engaged in any sexual activity, or any sexualized interaction including observing the person in bathing, toileting, or undressing which was made possible by the Perpetrator’s position of authority, or by the inducement of the Perpetrator; (b) sexual intercourse, simulated intercourse, masturbation, cunnilingus, fellatio, anal intercourse, or any intrusion,

however slight, to the genital or anal openings (i) of the person's body by any part of the Perpetrator's body or any object used by the Perpetrator for this purpose, or (ii) of the person's body by any part of the body of the Perpetrator or by any part of the body of another person, or by any object used by the Perpetrator or another person for this purpose; (c) inappropriate physical contact and/or contact that infringes upon another's personal, physical boundaries including but not limited to groping, kissing, extended hugging, and/or any unwelcomed touching; and (d) grooming or trying to create a special relationship, including but not limited to: talk of a sexual nature, talk of a romantic nature, communications expressing individual love to the person, as opposed to a salutation, providing material resources or experiences which induce the person into a relationship where trust is then violated.

11. **"Abuse Claim"** means any Claim that has been asserted, or could be asserted, against any Protected Party or any Settling Insurer that is attributable to, arises from, is based upon, relates to, or results from, in whole or in part, directly, indirectly, alleged Abuse that occurred, in whole or in part, before the Petition Date, including any such Claim that seeks monetary damages or any other relief, under any legal or equitable theory of liability, including, but not limited to, the following: vicarious liability; *respondeat superior*; any conspiracy, fraud-based theory, including fraud in the inducement; any negligence-based or employment-based theory, including negligent hiring, negligent, insufficient, or inadequate supervision, retention or misrepresentation; any theory based on misrepresentation, concealment, or unfair practice; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any Protected Party, or any Settling Insurer, or any other Entity for whom any Protected Party or any Settling Insurer is allegedly responsible, including, but not limited to, any such Claim asserted against any Protected Party or any Settling Insurer in connection with the Chapter 11 Case. Abuse Claim are treated as follows: (a) the Known Abuse, which are treated in Class 3; and (b) the Unknown Abuse Claims, which are treated in Class 4.

12. **"Abuse Claim Bar Date"** means March 1, 2020, at 5:00 p.m. (Central Time), as the deadline to File Abuse Proofs of Claim.

13. **"Abuse Claim Discharge Date"** means the date on which the Archdiocese receives a discharge in accordance with Section 12.3 of the Plan, which Abuse Discharge Date varies pending on the Abuse Claim, as follows: (a) with respect to Known Abuse Convenience Claims, the Abuse Claim Discharge Date is the Effective Date; (b) with respect to each Other Known Abuse Claim, the Abuse Claim Discharge Date is determined based on Section 12.3 of the Plan; and (c) with respect to each Unknown Abuse Claim, the Abuse Claim Discharge Date is determined based on Section 12.3 of the Plan.

14. **"Abuse Claim Release and Certification"** means the Abuse Claim Release and Indemnification Agreement and Certification in Connection with Settlement Trust Distributions in the form of Plan Exhibit B, which an Abuse Claimant must deliver before he or she is entitled to Settlement Trust Distributions.

15. **"Abuse Claimants"** means the holders of an Abuse Claim, including, but not limited to, Known Abuse Claims and Unknown Abuse Claims. The definition of an Abuse Claimant includes the legal representative of the holder of an Abuse Claim, such as a bankruptcy trustee, the estate of a deceased individual who held an Abuse Claim, or the personal executor or personal representative of the estate of a deceased individual who held an Abuse Claim, as the case may be. For the avoidance of doubt, (a) Abuse Claimants are also Creditors, and (b) Abuse Claimants do not include a Creditor holding either (i) an Abuse Related Contingent Contribution and Indemnity Claim with respect to such Claim, or (ii) an Abuse Related Insurer Contingent Contribution Claim with respect to such Claim.

16. **“Abuse Claimant Client”** has the meaning set forth in Section 6.14(a) of the Plan regarding Qualified Counsel Fees and Expenses.

17. **“Abuse Claims Reviewer”** means the Entity identified in Plan Supplement 6.4, including the designee of such Entity, who will assess Abuse Claims pursuant to Allocation Protocol and Plan. Disclosures related to the Abuse Claims Reviewer Disclosures are contained in Plan Supplement 6.4.

18. **“Abuse Insurance Policies”** means (a) the contracts, binders, certificates, and policies of insurance that are listed on Disclosure Statement Exhibit 2, and (b) all other known and unknown contracts, binders, certificates, or policies of insurance, including all of the insurance policies mentioned or referred to in any Insurance Settlement Agreement, in effect on or before the Petition Date that were issued to, allegedly issued to, or for the benefit of, or subscribed on behalf or that otherwise actually, allegedly, or potentially insure, the (i) Archdiocese or any of its predecessors in interest, successors or assigns, (ii) any of the Non-Debtor Catholic Entities, (iii) the Diocese of Houma-Thibodaux for any time prior to March 2, 1977, or (iv) the Diocese of Baton Rouge for any time prior to July 22, 1961, and that actually, allegedly, or could potentially afford coverage with respect to any Abuse Claim.

19. **“Abuse Related Insurance Claims”** collectively means any Claims against any Insurer for defense, indemnity, reimbursement, contribution, subrogation, or similar relief that directly or indirectly relates to any Abuse Claim, whether sounding in contract, tort, or otherwise, including equity and bad faith, held by: (a) the Archdiocese for any reason related to any Abuse Claim including those for (i) indemnity and payment of any Abuse Claim, (ii) any Insurer’s failure or refusal to provide insurance coverage for any Abuse Claim under any Abuse Insurance Policy, (iii) any Insurer’s tortious or wrongful claims handling including the failure or refusal of any Insurer to timely compromise and settle any Abuse Claims against the Archdiocese pursuant to any Insurance Policy, (iv) to the extent not otherwise encompassed by section (iii) above, any Insurer’s failure or refusal to reasonably settle the Abuse Claims, and (v) the interpretation or enforcement of the terms of any Abuse Insurance Policy as it pertains to any of the foregoing; and/or (b) any of the other Protected Parties or Settling Insurers for any reason related to any Abuse Claim against the other Protected Party or Settling Insurer, whether independently or jointly liable with the Archdiocese on such Abuse Claim, including for (i) indemnity and payment of any Abuse Claim, (ii) any Insurer’s failure or refusal to provide insurance coverage under any Abuse Insurance Policy for any Abuse Claim against any Protected Party or a Settling Insurer, (iii) any Insurer’s tortious or wrongful claims handling including the failure or refusal of any Insurer to timely compromise and settle any Abuse Claims against any Protected Party or a Settling Insurer pursuant to any Abuse Insurance Policy, (iv) to the extent not otherwise encompassed by section (iii) above, any Insurer’s failure or refusal to reasonably settle the Abuse Claims, and (v) the interpretation or enforcement of the terms of any Abuse Insurance Policy as it pertains to any of the foregoing. The term “Abuse Related Insurance Claim” also includes any Claims or Causes of Action for reimbursement of Protected Parties’ Post-Effective Date Costs under any Abuse Insurance Policy, but only to the extent such Protected Parties’ Post-Effective Date Costs are actually paid by the Settlement Trust.

20. **“Abuse Proof of Claim”** means a Proof of Claim Filed by an individual alleging Abuse, whether Filed on the Abuse Proof of Claim form that was approved in the Claims Bar Date Order.

21. **“Abuse Related Contingent Contribution and Indemnity Claim”** means any Contingent and unliquidated Claim against the Debtor, whether contractual or implied by law, sounding in contract, tort, warranty, or any other theory of law or equity whatsoever, including, but not limited to, any Claim for contribution, indemnity, or reimbursement, hold harmless, or other payment obligation provided under any prepetition settlement, insurance policy, and arising out of or related to any Abuse Claim. For the avoidance of doubt, Abuse Related Contingent Contribution and Indemnity Claims do not include (a)

any Claim that has been liquidated before the Confirmation Date by Final Order, or (b) Abuse Related Insurer Contribution Claims. Abuse Related Contingent Contribution and Indemnity Claims are treated in Class 6, at Section 4.6 of the Plan.

22. **“Abuse Related Insurer Contingent Contribution Claim”** means any Claim by any Insurer against any other Insurer seeking contribution, equitable contribution, indemnity, equitable indemnity, subrogation, equitable subrogation, “other insurance” clauses rights, or pursuant to any other theory under law or in equity relating to the defense or payment by such paying Insurer of all or any part of a Claim: (a) asserted against a Protected Party; (b) relating to the Settling Insurers’ Policies or the Non-Settling Insurers’ Policies, as applicable; or (c) channeled to, or paid by, in whole or in part, the Settlement Trust.

23. **“Abuse Related Insurer Contribution Claim Action”** has the meaning set forth in Section 7.8(a) of the Plan.

24. **“Action”** means any lawsuit, proceeding, or other action in a court, or any arbitration.

25. **“Additional Plan Consideration”** means the consideration for the releases, Channeling Injunctions, and other agreements and covenants that are contained in the Plan, which Additional Plan Consideration described in Plan Supplement 5.3.

26. **“Administrative Claim”** means a Claim for costs and expenses of administration incurred during the Chapter 11 Case that is allowable and entitled to priority under sections 503, 507(a)(2), 507(b), and/or 1114(e)(2) of the Bankruptcy Code, including any actual and necessary expenses of preserving the Estate, any actual and necessary expenses of operating the business of the Archdiocese; provided, however, that the definition of Administrative Claim does not include: (a) the 2017 Bond Trustee’s Claim; (b) the 2017 Bond Trustee’s Professional Fee Claims; or (c) fees or charges assessed against the Estate under 28 U.S.C. § 1930.

27. **“Administrative Claims Bar Date”** means the deadline for Filing requests for payment of Administrative Claims other than Professional Fee Claims, which deadline will be thirty (30) days after the Effective Date; provided, however, that the Administrative Claims Bar Date does not apply with respect to any Professional Fee Claims, the DIP Credit Card Claim, or any Administrative Trade Claims.

28. **“Administrative Offices”** means the Debtor’s administrative offices, and excludes the separate operations of (a) the Archdiocesan Schools, or (b) the following parishes that operate within the Region that are not separately incorporated: (i) St. Louis Cathedral; (ii) Our Lady of Guadalupe Church & Shrine of St. Jude.

29. **“Administrative Trade Claim”** means an Administrative Claim arising from or with respect to the sale of goods or rendition of services on or after the Petition Date in the ordinary course of the Debtor’s business, including, but not limited to, Administrative Claims of employees for ordinary course wages, expense reimbursement, and health and welfare benefits.

30. **“Affiliate”** has the meaning set forth in section 101(2) of the Bankruptcy Code, and includes any Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the other Entity. For the avoidance of doubt, the definition of Affiliate includes, but is not limited to, Subsidiaries and Parents.

31. **“Affordable Housing Entities”** means the following Louisiana entities, each of which is organized as a non-profit entity, is a single asset entity, and is a Non-Debtor Catholic Entity: (a) Christopher Inn; (b) The Apartments at Mater Dolorosa; (c) Metairie Manor; (d) Metairie Manor III; (e) St. Bernard II;

(f) Dubourg Home; (g) St. Tammany Manor, Inc.; (h) Rouquette Lodge III; (i) St. Bernard III; (j) Monsignor Wynhoven Apartments, Inc.; (k) Mental Health Association Development Corporation; (l) St. Bernard Manor; (m) St. Martin's Manor; (n) Villa St. Maurice, Inc.; and (o) Villa Additions.

32. **“Affordable Housing Facilities”** means the low and moderate income housing and related facilities that are managed by Christopher Homes Management, each of which is owned by one of the Christopher Homes Entities, as follows: (a) Christopher Inn, owned by the Non-Debtor Catholic Entity of the same name; (b) The Apartments at Mater Dolorosa, owned by the Non-Debtor Catholic Entity of the same name; (c) Metairie Manor, owned by the Non-Debtor Catholic Entity of the same name; (d) Metairie Manor III, owned by the Non-Debtor Catholic Entity of the same name; (e) Metairie Manor IV, owned by St. Bernard II, one of the Non-Debtor Catholic Entities; (f) Place DuBourg, owned by Dubourg Home, one of the Non-Debtor Catholic Entities; (g) Rouquette Lodge, owned by St. Tammany Manor, Inc., one of the Non-Debtor Catholic Entities; (h) Rouquette Lodge III, owned by the Non-Debtor Catholic Entity of the same name; (i) Rouquette Lodge, IV, owned by St. Bernard III, one of the Non-Debtor Catholic Entities; (j) Wynhoven, owned by Monsignor Wynhoven Apartments, Inc., one of the Non-Debtor Catholic Entities; (k) St. Martin House, owned by Mental Health Association Development Corporation, one of the Non-Debtor Catholic Entities; (l) St. Bernard Manor, owned by the Non-Debtor Catholic Entity of the same name; (m) St. Martin's Manor, owned by the Non-Debtor Catholic Entity of the same name; (n) Villa St. Maurice, owned by Villa St. Maurice, Inc., one of the Non-Debtor Catholic Entities; and (o) St. Teresa's Villa, owned by Villa Additions, one of the Non-Debtor Catholic Entities.

33. **“Alleged Insureds”** has the meaning set forth in Section 7.8(a) of the Plan.

34. **“Allow,” “Allowed,”** or **“Allowance”** when used with respect to a Claim means: (a) a Claim that has been listed on the Schedules, as liquidated in amount and not Disputed or Contingent, and as to which no Proof of Claim or objection to the scheduled amount has been timely Filed; (b) a Claim as to which a Proof of Claim has been timely Filed, or deemed timely Filed by Final Order, and either (i) no objection thereto has been timely Filed, or application to subordinate or otherwise limit recovery has been made, or (ii) the Claim has been allowed (but only to the extent allowed) by a Final Order; (c) a Claim that has been allowed under the provisions of the Plan; (d) which is a Professional Fee Claim for which a fee award amount has been approved by a Final Order; or (e) a Claim that is allowed pursuant to any stipulation of amount and nature of Claim executed by the applicable Creditor and the Debtor or the Reorganized Debtor (as applicable).

35. **“Allocation Protocol”** means The Roman Catholic Church of the Archdiocese of New Orleans Settlement Trust Distribution Protocol for Known Abuse Claims and Unknown Abuse Claims, in form and substance substantially similar to Plan Exhibit C-2.

36. **“ANOI”** means The Archdiocese of New Orleans Indemnity, Inc., a non-profit captive insurance company incorporated in the State of Vermont. ANOI is one of the Non-Debtor Catholic Entities. ANOI is a wholly owned subsidiary of 7887 Walmsley, Inc.

37. **“Archbishop”** means, as the context requires: (a) the office of the ordinary of the Archdiocese under Canon Law; (b) the Most Reverend Gregory Michael Aymond, the Archbishop on the Effective Date; and (c) any duly appointed or elected administrator of the Archdiocese pending the appointment of a new individual to serve as the Archbishop, and his duly appointed or elected successor.

38. **“Archdiocesan Agencies”** means the Entities identified on Plan Exhibit D, at Part III, each of which is organized as a non-profit corporation, and is recognized by Canon Law as a public juridic entity.

39. “**Archdiocesan Agency Assessments**” means the fees the Debtor charges each of the Archdiocesan Agencies as compensation for the services the Debtor provides to the Archdiocesan Agencies. For the avoidance of doubt, the definition of Archdiocesan Agency Assessments excludes charges for services subcontracted by the Archdiocese or owed to other Entities, including, but not limited to, legal fees, bank investment charges and services, employee benefits charges and services, insurance premiums and self-insured retentions and deductibles.

40. “**Archdiocesan Parish Assessments**” means the fees the Debtor charges each of the Archdiocesan Parishes as compensation for the services the Debtor provides to the Archdiocesan Parishes pursuant to, among other things, the Parish Service Agreements. For the avoidance of doubt, the definition of Archdiocesan Parish Assessments excludes charges for services subcontracted by the Archdiocese or owed to other Entities, including, but not limited to, legal fees, bank investment charges and services, employee benefits charges and services, insurance premiums and self-insured retentions and deductibles.

41. “**Archdiocesan Parishes**” means all currently Catholic Church parishes and missions, as identified on Plan Exhibit D, at Part I. Each of the Archdiocesan Parishes is organized as a non-profit corporation, and is recognized by Canon Law as a public juridic entity. For the avoidance of doubt, the definition of Archdiocesan Parishes does not include St. Louis Cathedral, Our Lady of Guadalupe Church & Shrine of St. Jude, or any Suppressed Archdiocesan Parish identified on Plan Exhibit D, at Part II.

42. “**Archdiocesan Parties**” means, collectively, the Archdiocese, the Reorganized Debtor, and, in their capacity as such, (a) each of the past, present, and future Affiliates, merged companies, divisions, and acquired companies of the Archdiocese and the Reorganized Debtor, (b) named insureds, insureds, additional insureds, Covered Entities, and additional Covered Entities under the Settling Insurers’ Policies, (c) each of the foregoing Entities’ respective past, present, and future Affiliates, merged companies, divisions, and acquired companies, (d) each of the foregoing Entities’ predecessors, successors, and assigns; and (e) all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or Entities bound by monastic vows, volunteers, agents, and Related Parties of the Entities identified in the foregoing subsections (a)-(e). For the avoidance of doubt, (a) nothing in this definition or the Plan is intended to suggest that any of the foregoing Entities are employees or agents of the Archdiocese, or subject to its control; and (b) the definition of Archdiocesan Parties does not include any Excluded Party.

43. “**Archdiocesan Priests**” means priests who were ordained by the Archdiocese and who works or worked within the Region. For the avoidance of doubt, the definition of Archdiocesan Priests does not include Religious Order priests.

44. “**Archdiocesan Schools**” means the following schools that are owned and operated by the Archdiocese: (a) the Academy of Our Lady High School; (b) Archbishop Chapelle High School; (c) Archbishop Hannan High School; (d) Archbishop Rummel High School; (e) Archbishop Shaw High School; (f) Pope John Paul II High School; (g) St. Charles Catholic High School; (h) St. Scholastica Academy; and (i) St. Michael Special School for Exceptional Children.

45. “**Archdiocese**” or the “**Debtor**” refers to The Roman Catholic Church of the Archdiocese of New Orleans, the Debtor and debtor-in-possession, a non-profit Louisiana corporation, and recognized by Canon Law as a public juridic entity.

46. “**Archdiocese’s Contributed Real Property**” means the immovable (real) property listed on Plan Supplement 5.2(a), in accordance with Section 5.2(a) of the Plan, which is part of the Archdiocese’s Settlement Consideration.

47. “**Archdiocese’s Settlement Consideration**” means the consideration described in Section 5.2(a) of the Plan and Plan Supplement 5.2(a), together with (a) the Non-Debtor Catholic Entities’ Settlement Consideration, and (b) any Cash comprising the Settling Insurers’ Settlement Consideration.

48. “**Assessments**” collectively means the Archdiocesan Agency Assessments and the Archdiocesan Parish Assessments.

49. “**Assets**” of the Archdiocese or the Estate means, collectively, all property of the Archdiocese or the Estate, respectively, of every kind and character, wherever located, whether real or personal, tangible or intangible, and specifically including Cash, Estate Causes of Action, and Avoidance Actions.

50. “**Assumption and Cure Notice**” means the notice that will be served on counterparties to Executory Contracts and Unexpired Leases that will be assumed pursuant to the Plan, in accordance with the Disclosure Statement Order.

51. “**Avoidance Actions**” means all actual or potential avoidance, recovery, subordination or other Claims, or remedies of the Debtor or Reorganized Debtor against all Entities, including: (a) any Claims for the recovery of transfers of Cash, offsets, debt forgiveness and other types or kinds of property, or the value thereof, recoverable exclusively pursuant to sections 502, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code, or otherwise applicable non-bankruptcy law; (b) any Claims or Estate Causes of Action for subordination under section 510 of the Bankruptcy Code or under other applicable laws; and (c) any Claims or Estate Causes of Action that arise under chapter 5 of the Bankruptcy Code.

52. “**Ballots**” means the ballots, the forms of which has been approved by the Bankruptcy Court in the Disclosure Statement Order, as provided to Creditors entitled to vote to accept or reject the Plan.

53. “**Bankruptcy Code**” means title 11 of the United States Code, §§ 101-1532, as in effect on the Petition Date.

54. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Eastern District of Louisiana, having subject matter jurisdiction over the Chapter 11 Case and, to the extent of any reference withdrawal made under section 157(d) of title 28 of the United States Code, the District Court.

55. “**Bankruptcy Local Rules**” means, collectively, the Bankruptcy Local Rules for the Bankruptcy Court of the Eastern District of Louisiana, including, but not limited to, Sections II and XI of the Procedures for Complex Chapter 11 Cases for the Bankruptcy Court of the Eastern District of Louisiana

56. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure applicable to the Chapter 11 Case.

57. “**Bondholders**” means the Creditors holding the 2017 Bonds on the Voting Record Date. The 2017 Bond Claims are treated in Class 5, at Section 4.5 of the Plan.

58. “**BSA**” collectively means the Boy Scouts of America and Delaware BSA, LLC, each of whom filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware, nos. 20-10343 and 20-10342 on the docket of that court.

59. “**BSA Motion of the Archdiocese**” means the Debtor’s Expedited Motion for Entry of an Order, Pursuant to §§ 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 9019, (i) Authorizing the Debtor to “Opt in” to Treatment as a Participating Chartered Organization Under the Boy Scouts of America Chapter 11 Plan, to the Extent Necessary, and (ii) Granting Related. [ECF 1368].

60. “**BSA Plan**” means the Third Modified Fifth Amended Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC, [ECF 8813, *In re Boy Scouts of America*, No. 20-10343-LSS (Bankr. D. Del.)], as the same was amended, modified, or supplemented, and together with any exhibits and schedules thereto.

61. “**Business Day**” means any day that is not a Saturday, a Sunday or “legal holiday” as such term is defined in Bankruptcy Rule 9006(a).

62. “**Canon Law**” means the current promulgated Code of Canon Law (English Translation) to the canon law of the Roman Catholic Church as may be amended or promulgated during the term of these Provisions.

63. “**Cash**” means the legal tender of the United States of America.

64. “**Catholic Charities**” means Catholic Charities Archdiocese of New Orleans, a nonprofit charitable organization, a nonprofit charitable organization incorporated under the laws of Louisiana. Catholic Foundation is one of the Archdiocesan Agencies and Non-Debtor Catholic Entities.

65. “**Catholic Church**” means the universal church of Roman Catholic belief, seated in the Vatican and currently headed by Pope Francis.

66. “**Catholic Foundation**” means The Catholic Community Foundation Archdiocese of New Orleans, a nonprofit charitable organization incorporated under the laws of Louisiana. Catholic Foundation is one of the Archdiocesan Agencies and Non-Debtor Catholic Entities.

67. “**Causes of Action**” means (excluding Avoidance Actions and Estate Causes of Action) any Claims, interests, damages, remedies, causes of action, demands, rights, Actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, Contingent or non-Contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, capable of being asserted, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, whether arising before, on, or after the Petition Date. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest claims; and (c) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses.

68. “**Channeled Claims**” means any (a) Abuse Claim, (b) Direct Action Claim, (c) Extra-Contractual Claim, (d) Abuse Related Insurance Claim, (e) Medicare Claim, (f) Abuse Related Insurer Contingent Contribution Claim, and (g) other Claims that relate to any Abuse Claim or any Abuse Insurance Policy, or that are against any Protected Party or Settling Insurer, whenever or wherever arising, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including, without limitation, all such Claims by way of direct Action, or otherwise, Penalty Claims, Claims for attorneys’ fees or other expenses, or for any equitable remedy. The definition of Channeled Claims includes, but is not limited to: (a) any Claim against any Protected Party based on allegations that such Protected Party is an alter ego of an Entity that is not any Protected Party, that the Protected Party’s corporate veil should be pierced on account of Claims against an Entity that is not a Protected Party, or based on any other theory under which the legal separateness of any Entity and any other Entity may be disregarded to impose liability for a claim on either such Entity; and (b) any Claims that assert liability against a Non-Settling Insurer that is based on any Abuse Claim asserted against any Protected Party. For the avoidance of doubt, Channeled Claims do not include any Claims to the extent that such Claims are solely asserted against an Excluded Party.

69. “**Channeling Injunction**” means the injunction imposed pursuant to Section 12.5 of the Plan.

70. “**Channeling Injunctions**” means both (a) the Channeling Injunction imposed pursuant to Section 12.5 of the Plan, and (b) the Supplemental Settling Insurers’ Channeling Injunction imposed pursuant to Section 12.6 of the Plan.

71. “**Chapter 11 Case**” means the case Filed by the Archdiocese under chapter 11 of the Bankruptcy Code, which is pending in the Bankruptcy Court as Case No. 20-10846.

72. “**CHI Management**” means Christopher Homes, Inc., a Louisiana non-profit corporation, which manages the Affordable Housing Facilities.

73. “**Claim**” means any past, present or future claim, demand, Action, request, cause of action, suit, proceeding or liability of any kind or nature whatsoever, whether at law or equity, known or unknown, actual or alleged, asserted or not asserted, suspected or not suspected, anticipated or unanticipated, accrued or not accrued, fixed or Contingent, which has been or may be asserted by or on behalf of any Entity, whether seeking damages (including compensatory and Penalty Claims) or equitable, mandatory, injunctive, or any other type of relief, including cross-claims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, Actions, rights, Causes of Action, Estate Causes of Action, or Orders, and any other claim within the definition of “claim” in section 101(5) of the Bankruptcy Code.

74. “**Claims and Voting Agent**” means Donlin, Recano & Company, Inc., the claims, noticing, and voting agent. [ECF 188].

75. “**Claims Bar Date Order**” means the Order Fixing Time for Filing Proofs of Claims; Approving Proof of Claim Forms; Providing for Confidentiality Protocols; and Approving Form and Manner of Notice. [ECF 461].

76. “**Claims Bar Dates**” means the applicable date established by the Bankruptcy Court as the last date for Filing Proofs of Claim against the Archdiocese, as established in the Claims Bar Date Order, including: (a) November 30, 2020, 5:00 p.m. (Central Time), as the General Claims Bar Date and Governmental Claims Bar Date (as defined in the Claims Bar Date Order); and (b) March 1, 2020, at 5:00 p.m. (Central Time), as the Abuse Claim Bar Date.

77. “**Class**” means a category of Claims as set forth in Article 3 of the Plan pursuant to section 1122 of the Bankruptcy Code. For the avoidance of doubt, Class also refers to any Subclass.

78. “**Clergy**” means the Archbishop and any other cardinal, metropolitan, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop, vicar general, chancellor, episcopal vicar, vicar forane, dean of a deanery, archpriest, priest, prelate, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, director, counselor, chaplain, councilor, president, or master working in, serving in, or otherwise associated in any way with the Archdiocese of the Non-Debtor Catholic Entities with the permission of the Archbishop or his delegate; provided, however, such individual must be sacramentally ordained by the Church to the diaconate, whether or not incardinated to the Archdiocese.

79. “**CMS**” means The Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA.

80. “**Co-Defendant**” means an Entity other than a Protected Party or a Settling Insurer that is named or could be named as a defendant in a lawsuit in which the Debtor is also named or could be named

as a defendant, and/or who is alleged to be fully, partially or jointly responsible for an Abuse Claim asserted or that could be asserted in the future against both such Entity and the Debtor, including a co-debtor as described in section 509 of the Bankruptcy Code. For purposes of the Plan, none of the Protected Parties is or will be deemed to be a Co-Defendant.

81. “**Collateral**” means any property or interest in property of the Estate that is subject to a valid and enforceable Lien to secure a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

82. “**Commercial Creditors’ Committee**” means the Official Committee of Unsecured Commercial Creditors appointed by the U.S. Trustee on March 5, 2021, [ECF 772 and 792], as such Committee may be constituted from time to time.

83. “**Conditional Payment**” has the meaning set forth in Section 6.15(l) of the Plan.

84. “**Confirmation**” or “**Confirmation of the Plan**” means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Case. “**Confirm**” and “**Confirmed**” will have correlative meanings.

85. “**Confirmation Date**” means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case within the meaning of Bankruptcy Rules 5003 and 9021.

86. “**Confirmation Hearing**” means the hearing or hearings before the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code and Bankruptcy Rule 3020(b), at which the Debtor will seek Confirmation of the Plan and entry of the Confirmation Order.

87. “**Confirmation Hearing Notice**” means the Notice of the hearing on the Confirmation of the Plan, to be served on Creditors in accordance with the Disclosure Statement Order.

88. “**Confirmation Order**” means the Order entered by the Bankruptcy Court that Confirms the Plan pursuant to section 1129 of the Bankruptcy Code, as such Order may be amended, modified, or supplemented.

89. “**Contingency Fee**” has the meaning set forth in Section 6.14(a) of the Plan regarding Qualified Counsel Fees and Expenses.

90. “**Contingency Fee Agreement**” has the meaning set forth in Section 6.14(a) of the Plan regarding Qualified Counsel Fees and Expense.

91. “**Contingency Fee Objection**” has the meaning set forth in Section 6.14(a) of the Plan regarding Qualified Counsel Fees and Expense.

92. “**Contingent**” means, with respect to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on, is dependent upon a future event that may or may not occur.

93. “**Counsel Declaration**” has the meaning set forth in Section 6.14(a) of the Plan regarding Qualified Counsel Fees and Expenses.

94. “**Counsel Fee and Costs Objection Deadline**” has the meaning set forth in Section 6.14(a) of the Plan regarding Qualified Counsel Fees and Expenses.

95. “**Counsel Notice**” has the meaning set forth in Section 6.14(a) of the Plan regarding Qualified Counsel Fees and Expense.

96. “**Covered Entities**” means all named covered parties under any Settling Insurer’s Policy or any Non-Settling Insurer’s Policy, together with: (a) each of the foregoing Entity’s respective past, present, and future Affiliates, related companies, divisions, and acquired companies; (b) each of the foregoing Entities’ respective predecessors, successors and assigns; and (c) solely to the extent of and in their capacity as such, all of the foregoing Entities’ respective agents. Nothing in the foregoing definition is intended to suggest that such Entities are “employees” or agents of the Debtor, or subject to its control.

97. “**Covered Entities’ Insurance Claims**” means all Claims, Causes of Action, Estate Causes of Action, or rights an Abuse Claimant, the Debtor, any Non-Debtor Catholic Entities, the Diocese of Houma-Thibodaux, or the Diocese of Baton Rouge under the laws of any jurisdiction against any Non-Settling Insurer arising from or related to an Non-Settling Insurer’s Policy, including: (a) any such Non-Settling Insurer’s failure to provide coverage or otherwise pay under an Non-Settling Insurer’s Policy; (b) the refusal of any Non-Settling Insurer to compromise and settle any Abuse Claim under or pursuant to any Non-Settling Insurer’s Policy; (c) the interpretation or enforcement of the terms of any Non-Settling Insurer’s Policy with respect to any Abuse Claim; (d) any conduct by any Non-Settling Insurer constituting “bad faith” conduct or that could otherwise give rise to extra-contractual damages, or other wrongful conduct under applicable law; or (e) any right to receive proceeds held by such Entity with respect to a Covered Entities’ Abuse Insurance Claim. The definition of “Covered Entities’ Abuse Insurance Claim” also includes any Claims, Causes of Action, or Estate Causes of Action for reimbursement of the Protected Parties’ Post-Effective Date Costs under any Non-Settling Insurer’s Policy, but only to the extent such costs are actually paid by the Settlement Trust. For the avoidance of doubt, the definition of Covered Entities’ Insurance Claims excludes (a) any Claim, Cause of Action, Estate Cause of Action, or rights of an Abuse Claimant, the Debtor, or any Non-Debtor Catholic Entity against any Settling Insurer with respect to any Settling Insurer’s Policy; and (b) any Claim, Cause of Action, Estate Cause of Action, or rights with respect to any Non-Abuse Claim.

98. “**Covered Entities’ Insurance Claims Assignment**” means the Covered Entities’ assignment of their Covered Entities’ Insurance Claims, Causes of Action, and Estate Causes of Action against the Non-Settling Insurers under the Non-Settling Insurers’ Policies, which will be Filed as Plan Supplement 6.7.

99. “**Creditor**” means any holder of a Claim that arose before the Effective Date. For the avoidance of doubt, Abuse Claimants are Creditors.

100. “**Creditors’ Committee**” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case on May 20, 2020, [ECF 94 and 114], as reconstituted from time to time.

101. “**Creditors’ Committees**” means both (a) the Commercial Creditors’ Committee, and (b) the Creditors’ Committee, as each may be reconstituted from time to time.

102. “**Cure Claim**” or “**Cure Cost**” means all amounts (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults and other obligations required to cure any non-monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed by the Archdiocese pursuant to sections 365 or 1123 of the Bankruptcy Code.

103. “**Debtor**” or “**Archdiocese**” means, before the Effective Date, The Roman Catholic Church of the Archdiocese of New Orleans.

104. “**Debtor Releases and Injunctions**” means the releases and permanent injunctions that relate to and affect the rights, Claims, and/or Causes of Action that any Creditor may have against the Debtor or Reorganized Debtor, as set forth in Sections 12.2, 12.3, and 12.5 of the Plan.

105. “**Denial Order**” has the meaning set forth in Section 6.11(a) of the Plan.

106. “**Deposit and Loan Deposits**” means deposits made under the Deposit and Loan Program, which are invested in Portfolio B.

107. “**Deposit and Loan Program**” means the program established by the Archdiocese, which is funded by certain Non-Debtor Catholic Entities, including, but not limited to, certain of the Archdiocesan Parishes, and which has provided loans to certain Non-Debtor Catholic Entities for, among other things, construction, renovations, and expansions.

108. “**Deposit and Loan Fund Notes**” means those certain promissory notes, executed by the Non-Debtor Catholic Entities, regarding loans from the Deposit and Loan Program.

109. “**Deposit and Loan Notes Receivables**” means the loans receivable related to and arising out of the Deposit and Loan Fund Notes.

110. “**Diocese of Baton Rouge**” means the Diocese that was erected on July 22, 1961 by Pope Paul VI.

111. “**Diocese of Baton Rouge Channeled Claims**” means Channeled Claims against the Diocese of Baton Rouge or its associated entities but only to the extent that Abuse is alleged to have occurred at any time prior to July 22, 1961, when the Diocese of Baton Rouge was erected separately from the Archdiocese.

112. “**Diocese of Houma-Thibodaux**” means the Diocese that was erected on March 2, 1977, by Pope Paul VI.

113. “**Diocese of Houma-Thibodaux Channeled Claims**” Channeled Claims against the Diocese of Houma-Thibodaux and/or its associated entities but only to the extent that Abuse is alleged to have occurred (a) at any time prior to March 2, 1977, when the Diocese of Houma-Thibodaux was erected separately from the Archdiocese, and (b) thereafter from March 2, 1977 through February 2, 1982, when the Diocese of Houma-Thibodaux was named as a Covered Entity on certain Abuse Insurance Policies.

114. “**DIP Credit Card Claim**” means the Claim for money owed by the Debtor for credit cards issued by HWB, as approved by: (a) the Final Order Authorizing (i) the Maintenance of Existing Bank Accounts, Continued Use of Existing Cash Management System, and Continued Use of Existing Business Forms, (ii) Waiving the Requirements of Section 345(b) of the Bankruptcy Code, and (iii) Granting Related Relief, [ECF 174]; Order and (b) the Authorizing the Debtor to Obtain and Use Post-Petition Secured Credit Card Account Pursuant to 11 U.S.C. §§ 105, 364, Fed. R. Bankr. P. 4001(c), and Local Rule 4001-3, [ECF 758]. The DIP Credit Card Claim is treated in Section 2.5 of the Plan.

115. “**Direct Action Claim**” means any Claim by any Entity against any Insurer that is identical or similar to, or relating to, any Claim that directly or indirectly arises out of, relates to, or is in connection with any Abuse Claim, including any Abuse Claim that directly or indirectly arises out of, relates to, or is in connection with any Insurers’ handling of any Abuse Claim under the laws of any applicable jurisdiction, including any law that that may give a third party a direct Cause of Action against an Insurer for monetary or other relief.

116. “**Disallow**” means, with respect to any Claim, a Claim or any portion thereof that: (a) has been Disallowed by a Final Order; (b) is set forth on the applicable Schedule or Schedules as zero or as Contingent, Disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order entered by the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Plan; (c) is not set forth on the applicable Schedule or Schedules and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed pursuant to either the Bankruptcy Code or any Final Order entered by the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Plan; (d) has been waived or withdrawn by agreement of the Archdiocese and the holder thereof; or (e) has been waived or withdrawn by the holder thereof. “**Disallowing**” and “**Disallowance**” have correlative meanings.

117. “**Disallowed Priest Pension Claim**” means any Priest Pension Claim to or for the benefit of any individual against whom there have been substantiated allegations of Abuse of a minor or vulnerable adult, where the Archdiocesan Priest (a) is identified in the Report Regarding Clergy Abuse, or (b) by Final Order entered by the Bankruptcy Court before the Confirmation Date.

118. “**Discharged Abuse Claim**” has the meaning set forth in Section 12.3 of the Plan, which discharge will be effective as to an Abuse Claimant on the applicable Abuse Claim Discharge Date.

119. “**Discharged Non-Abuse Claim**” has the meaning set forth in Section 12.2 of the Plan, which will be effective on the Effective Date.

120. “**Disclosure Statement**” means the disclosure statement for the Plan approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017 (including all schedules and exhibits thereto), as such disclosure statement may be amended or modified from time to time.

121. “**Disclosure Statement Exhibits**” means the exhibits to the Disclosure Statement, as the same may be amended.

122. “**Disclosure Statement Order**” means the Order, [ECF •], that: (a) authorizes the Debtor to solicit votes on the Plan; (b) approves the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code; (c) approves the solicitation materials and documents to be included in the Solicitation Package; (d) approves procedures for soliciting, receiving, and tabulating votes on the Plan and for Filing objections to the Plan; and (e) approved the procedures for exercising the right to Opt-Out of the Third Party Releases and Third Party Permanent Injunctions.

123. “**Disputed**” means: (a) a Claim, or any portion thereof, that has been Disallowed by a Final Order; (b) a Claim that has been listed in the Schedules at zero or as Contingent, disputed, or unliquidated and as to which no Proof of Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code; or (c) a Claim that has not been listed in the Schedules and as to which no Proof of Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code, Final Order, or other applicable law.

124. “**Distribution**” means any transfer of Cash to a Creditor holding Non-Abuse Claims by the Reorganized Debtor. For the avoidance of doubt, a Distribution excludes a Settlement Trust Distribution.

125. “**Distribution Record Date**” means the date for determining which Creditors holding Non-Abuse Claims are eligible to receive Distributions under the Plan, as provided in Section 9.7 of the Plan, and will be the Voting Deadline or such other date as may be designated in an Order.

126. “**District Court**” means the United States District Court for the Eastern District of Louisiana.

127. “**Effective Date**” means the Business Day on which the Plan becomes effective pursuant to Article 11 the Plan; provided, however, that if any stay or injunction against enforcement or execution of the Confirmation Order is issued before the date that would otherwise be the Effective Date, the Effective Date will be the first Business Day after all such stays or injunctions are no longer in effect.

128. “**Entity**” means any individual, corporation, corporation sole, partnership, association, limited liability company, joint stock company, proprietorship, unincorporated organization, joint venture, trust, estate, executor, legal representative, or any other entity or organization, as well as any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency, department, board or instrumentality thereof, any other “Person” within the definition of section 101(41) of the Bankruptcy Code, and any successor in interest, heir executor, administrator, trustee, trustee in bankruptcy, or receiver of any Entity and also has the meaning set forth in section 101(15) of the Bankruptcy Code.

129. “**Estate**” means the estate created in the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

130. “**Estate Causes of Action**” means all causes of action and Claims owned, held, or capable of being asserted by or on behalf of either Debtor or its Estate, including the Avoidance Actions, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction, including Actions that arise out of or are based on breach of contract, fraudulent conveyances and transfers, breach of fiduciary duty, breach of duty of loyalty or obedience, legal malpractice, recovery of attorneys' fees, turnover of property and avoidance or recovery Actions of the Debtor or its Estate, including Actions that constitute property of the Estate under section 541 of the Bankruptcy Code that are or may be pursued by a representative of the Estate, including pursuant to section 323 of the Bankruptcy Code, and Actions, including Avoidance Actions, that may be commenced by a representative of the Estate under section 362 or chapter 5 of the Bankruptcy Code, seeking relief in the form of damages (actual and punitive), imposition of a constructive trust, turnover of property, restitution, and declaratory relief with respect thereto or otherwise. For the avoidance of doubt, Estate Causes of Action include, but are not limited to (a) any Claims that assert any of the Non-Debtor Catholic Entities are a single business enterprise or alter ego of the Archdiocese; and (b) any Claims that seek a ruling that any money in one or both Portfolios is owned by the Archdiocese and/or otherwise available to satisfy Creditors' Claims.

131. “**Estimated Amount**” means the amount at which the Bankruptcy Court or the District Court, pursuant to 28 U.S.C. § 157(b)(2)(B), section 502(c) of the Bankruptcy Code, and Bankruptcy Rule 3018(a) as the case may be, estimates any Claim or Class of Claims that is Contingent, unliquidated, or Disputed, including any Abuse Claim or Class thereof, for the purpose of: (a) Allowance; (b) Distributions; (c) Confirming the Plan pursuant to section 1129 of the Bankruptcy Code; (e) voting to accept or reject the Plan pursuant to section 1126 of the Bankruptcy Code; or (f) any other purpose.

132. “**Estimation Order**” means an Order that determines the Estimated Amount of any Claim or Claims for any purpose, whether individually or as part of an aggregate. For the avoidance of doubt, no Estimation Order will be entered regarding any Channeled Claim on or after the Effective Date.

133. “**Excluded Party**” means the following Entities: (a) the Holy See (State of Vatican City); (b) any archdiocese or diocese other than the Archdiocese itself with the exceptions of (i) the Diocese of Houma-Thibodaux regarding the Diocese of Houma-Thibodaux Channeled Claims, and (ii) the Diocese of Baton Rouge regarding the Diocese of Baton Rouge Channeled Claims; (c) any Perpetrator; (d) any

Religious Order other than any Participating Religious Order; and (e) any Co-Defendant who is not a Protected Party or Settling Insurer; and (f) any Entity that is not a Protected Party or a Settling Insurer.

134. “**Exculpated Parties**” means: (a) the Debtor; (b) the Creditors’ Committees; and (c) the members of the Creditors’ Committees, in their capacities as such.

135. “**Exculpations**” means the exculpatory and limitation of liability provisions that relate to and affect the rights, Claims, and/or Causes of Actions that Creditors may have against the Exculpated Parties, as set forth in Section 12.4 of the Plan.

136. “**Executory Contract**” means any executory contract or unexpired lease subject to sections 365 and 1123 of the Bankruptcy Code, between the Archdiocese and any other Entity.

137. “**Existing Benefits Programs**” means all employment, vacation, severance, and similar or related agreements, arrangements, programs, and policies of the Debtor applicable to the Debtor as of the Petition Date that is applicable to the Debtor’s employees, former employees, retirees, and non-employee directors; provided, however, that Existing Benefits Programs exclude the Priest Pension Plan and the Priest Retiree Medical Benefits, which are treated in Subclass 7A, Subclass 7B, and Subclass 7C, at Section 4.7 of the Plan respectively.

138. “**Expert Witness**” means Mr. Mohsin Meghji of M3 Partners, appointed herein by the Bankruptcy Court pursuant to the *Order Appointing an Expert Witness under Federal Rule of Evidence*. [ECF 3303].

139. “**Extra-Contractual Claim**” means: (a) with respect to any Settling Insurer, any Claim against any such Entity based, in whole or in part, on allegations that any Settling Insurer acted in bad faith or in breach of any express or implied duty, obligation or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith, failure to act in good faith, violation of any express or implied duty of good faith and fair dealing, violation of any unfair claims practices act or similar statute, regulation, or code, any type of alleged misconduct, or any other act or omission of any Settling Insurer of any type for which the Creditor seeks relief other than coverage or benefits under an Abuse Insurance Policy; and (b) with respect to the Non-Settling Insurers, any Claim against any such Entity based, in whole or in part, on allegations that any Non-Settling Insurer acted in bad faith or in breach of any express or implied duty, obligation or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith, failure to act in good faith, violation of any express or implied duty of good faith and fair dealing, violation of any unfair claims practices act or similar statute, regulation, or code, any type of alleged misconduct, or any other act or omission of any Non-Settling Insurer of any type for which the Creditor seeks relief other than coverage or benefits under an Abuse Insurance Policy. Extra-Contractual Claims also include: (a) any Claim that directly or indirectly arises out of, relates to, or is in connection with any Insurer’s handling of any claim, or any request for insurance coverage for any Abuse Claim; (b) any Claim that directly or indirectly arises out of, relates to, or is in connection with any Abuse Insurance Policy, or any contractual duties arising therefrom, including any contractual duty to defend any Protected Party against any Abuse Claim; and (c) any Claim that directly or indirectly arises out of, relates to, or is in connection with the conduct of the Settling Insurers with respect to the negotiation of any Insurance Settlement Agreement or the Plan.

140. “**Fee Application**” means an application Filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules for payment of a Professional Fee Claim.

141. “**FEMA**” means the Federal Emergency Management Administration, an agency of the United States Department of Homeland Security

142. “**File**” means (a) file, filed or filing with the Bankruptcy Court or District Court, as applicable, or (b) with respect to Proofs of Claim, file, filed or filing a Proof of Claim with the Bankruptcy Court or with the Claims and Voting Agent. “**Filed**” and “**Filing**” will have correlative meanings.

143. “**Final Decree**” means the decree contemplated under Bankruptcy Rule 3022.

144. “**Final Order**” means an order as to which the time to appeal, petition for *certiorari*, petition for review, or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for reargument or rehearing will then be pending and in the event that an appeal, *writ of certiorari*, petition for review, or reargument or rehearing thereof has been sought, such order will have been affirmed by the highest Bankruptcy Court to which such order was appealed, or *certiorari* or review has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for *certiorari*, petition for review, or move for reargument or rehearing will have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order will not cause such order not to be a Final Order. If any appeal of the Confirmation Order becomes equitably moot due to substantial consummation as provided in the Plan, the Confirmation Order will be considered a Final Order as of the date that the order determining such appeal to be moot has become a Final Order.

145. “**Fiscal Year**” means the fiscal year of the Archdiocese, which runs from July 1 through June 30.

146. “**Gatekeeper Provisions**” means the provisions of Section 12.11 of the Plan.

147. “**General Unsecured Claim**” means any Claim that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Governmental Unit Claim, a Secured Claim, an Unsecured Guaranty Claim, a Known Abuse Claim, an Unknown Abuse Claim, an Abuse Related Contingent Contribution and Indemnity Claim, a Portfolio Claim, or a Priest Retiree Medical Benefits Claim. General Unsecured Claims are treated in Class 9, at Section 4.9 of the Plan.

148. “**Governmental Unit**” has the meaning set forth in section 101(27) of the Bankruptcy Code.

149. “**HUD**” means the U.S. Department of Housing and Urban Development.

150. “**HWB**” means Hancock Whitney Bank, formerly known as Whitney Bank. HWB is the holder of the DIP Credit Card Claim and the Letters of Credit Claim.

151. “**Impaired**” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

152. “**Insurance Program**” means the insurance program that the Archdiocese administers for itself and the Non-Debtor Catholic Entities, including, but not limited to, insurance for building and contents including named storm, business interruption, commercial general liability, excess liability, personal misconduct, directors’ and officers’ liability, healthcare liability, professional liability, flood, and cyber security.

153. “**Insurance Settlement Agreement**” collectively means each Settlement Agreement, Release, and Policy Buyback, by, between and among (a) each Settling Insurer, (b) the Debtor, and (c) the Non-Debtor Catholic Entities, subject to any Preserved Coverage. Copies of the Insurance Settlement Agreements will be Filed as Plan Supplement 7.2. For the avoidance of doubt, the definition of Insurance Settlement Agreement does not include any Settlement Trust Insurance Settlement Agreement.

154. “**Insurers**” means the Settling Insurers and Non-Settling Insurers.
155. “**IRC**” means the Internal Revenue Code of 1986, 26 U.S.C. § 1 *et seq.*, as may be amended.
156. “**IRS**” means the Internal Revenue Service of the Department of Treasury of the United States of America.
157. “**Keegan**” means Keegan Linscott & Associates, PC, an Entity retained by the Debtor to provide financial advisory and consulting services in connection with the restructuring and reorganization of the Debtor. [ECF 1272 and ECF 1304]. Keegan prepared the Liquidation Analysis.
158. “**Known Abuse Claimant**” means an Abuse Claimant holding a Known Abuse Claim, together with the legal representative of such holder, including, but not limited to, a bankruptcy trustee, the estate of a deceased individual who held a Known Abuse Claim, or the personal executor or personal representative of the estate of a deceased individual who held a Known Abuse Claim, as the case may be.
159. “**Known Abuse Claims**” means any Abuse Claim, other than an Unknown Abuse Claim, against any Protected Party or any Insurer, including Known Abuse Convenience Claims and Other Known Abuse Claims.
160. “**Known Abuse Convenience Claim**” means a Known Abuse Claim where the Abuse Claimant holding such Claim has timely exercised the Known Abuse Convenience Class Election in accordance with Section 4.3(b) of the Plan. Known Abuse Convenience Claims are treated in Class 3, at Section 4.3(a) of the Plan.
161. “**Known Abuse Convenience Claims Reserve Fund**” means the reserve to be established for the benefit of Known Abuse Convenience Claims pursuant to Section 6.5(a) of the Plan and the Settlement Trust Agreement after determining the number of Known Abuse Claimants who timely and properly make the election to be treated as holding a Known Abuse Convenience Claim.
162. “**Known Abuse Convenience Claim Sworn Statement**” will be the sworn statement, in a form that will be Filed as Plan Supplement 4.3, in accordance with Section 4.3(a) of the Plan.
163. “**Known Abuse Convenience Class Election**” means the election in the Ballot, whereby an Abuse Claimant holding a Known Abuse Claim has elected to have his or her Known Abuse Claim treated as a Known Abuse Convenience Claim.
164. “**Late-Filed Abuse Claim**” means an Abuse Proof of Claim Filed after the Abuse Claim Bar Date.
165. “**Late-Filed Non-Abuse Claim**” means a Proof of Claim that asserts a Non-Abuse Claim, and that was Filed after the Non-Abuse Claims Objection Bar Date.
166. “**Letters of Credit**” means the following outstanding letters of credit, as the same may be amended or supplemented, issued by HWB for the account of the Archdiocese, as applicant: (a) Irrevocable Standby Letter of Credit No. SB73328L for the benefit of the Mississippi Workers’ Compensation Commission in the amount of \$100,000; and (b) Irrevocable Standby Letter of Credit SB73449L for the benefit of the Louisiana Workforce Commission in the amount of \$400,000. The Letters of Credit are the subject of HWB’s Proof of Claim No. 51-1.
167. “**Letters of Credit Claims**” means any Claim of HWB arising under the Letters of Credit after the submission of any sight draft thereon.

168. “**Lien**” means any mortgage, lien, pledge, security interest or other charge or encumbrance or security device of any kind in, upon, or affecting any Asset of the Archdiocese as contemplated by section 101(37) of the Bankruptcy Code.

169. “**Liquidation Analysis**” means the liquidation analysis annexed to and incorporated into the Disclosure Statement, prepared by Keegan.

170. “**Litigation Award**” means a judgment or verdict determining that any Protected Party and/or Non-Settling Insurer is liable to a Litigation Claimant on account of such Litigation Claim.

171. “**Litigation Claim**” means an Other Known Abuse Claim held by a Litigation Claimant, to the extent that (a) the Settlement Trustee has determined, in good faith, after consultation with the Reorganized Debtor, that such Claim is covered, in whole or in part, by one or more Non-Settling Insurer’s Policy, and (b) the Settlement Trustee has authorized, in writing, such Other Known Abuse Claimant to liquidate his or her Abuse Claim in accordance with the Plan, Allocation Protocol, and the Settlement Trust Agreement.

172. “**Litigation Claimant**” means any Other Known Abuse Claimant who (a) holds an Abuse Claim that the Settlement Trustee has determined, in good faith, after consultation with the Reorganized Debtor, is covered, in whole or in part, by one or more Non-Settling Insurer’s Policy, and (b) who is authorized, in writing, by the Settlement Trustee to pursue a Litigation Claim in accordance with the Litigation Protocol, the Plan, the Allocation Protocol, and the Settlement Trust Agreement. For the avoidance of doubt, holders of Known Abuse Convenience Claims are not eligible to become Litigation Claimants.

173. “**Litigation Claimant Agreement**” means an agreement, in the form that will be Filed as Plan Supplement 6.9(c), pursuant to which each Litigation Claimant agrees and acknowledges, in exchange for the Settlement Trustee’s authorization to pursue his or her Litigation Claim, (a) the Litigation Claimant may pursue his or her Litigation Claim solely for the purposes of (i) determining any liability that the Reorganized Debtor and/or any other Protected Party may have with respect to his or her Litigation Claim, (ii) determining the amount of that liability, and (iii) pursuing his or her Litigation Claims against Non-Settling Insurers with respect to Abuse Claims, (b) any Litigation Award obtained in respect of any Litigation Claim may not be enforced against any Protected Party, any Settling Insurer, or any assets of any Protected Party or Settling Insurer, (c) any Litigation Claims Proceeds will be assigned to the Litigation Trust, and (d) each of the Protected Parties is an intended third party beneficiary of such Litigation Claimant Agreement.

174. “**Litigation Claim Protocol**” means the procedures for the management of Litigation Claims, as set forth in Plan Supplement 6.9(a).

175. “**Litigation Claims Proceeds**” means any amount recovered or collected from any Non-Settling Insurer with respect to any Litigation Claim pursued by any Litigation Claimant, whether by judgment, order, or settlement.

176. “**LPFA**” means The Louisiana Public Facilities Authority, a public trust and public corporation of the State of Louisiana, in its capacity as the issuer of the 2017 Bonds.

177. “**Mediator Zive**” means United States Bankruptcy Judge Gregg W. Zive, who was appointed to mediate the Chapter 11 Case. [ECF 982, 1332, 2107, 2443, and 2817].

178. “**Mediator Perry**” means John W. Perry, Jr., who was appointed as an additional mediator in the Chapter 11 Case. [ECF 2828, 2844, 2892, and 3036]. “**Medicaid**” means medical assistance provided under a state plan approved under title XIX of the Social Security Act.

180. “**Medicare Claims**” means all Claims relating to Abuse Claims by CMS, and/or any other agent or successor Entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Abuse Claimants who recover or receive any Settlement Trust Distribution relating to reporting obligations.

181. “**Medicare Eligible**” has the meaning set forth in Section 6.15(l) of the Plan.

182. “**Medicare Holdback**” has the meaning set forth in Section 6.15(l) of the Plan.

183. “**Medicare Procedures**” has the meaning set forth in Section 6.15(l) of the Plan.

184. “**Medicare Trust Fund**” means a U.S. Treasury-held trust fund account from which Medicare is funded or from which Medicare disbursements are paid, including the Hospital Insurance Trust Fund and the Supplementary Medical Insurance (SMI) Trust Fund.

185. “**MMSEA**” means § 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which imposes reporting obligations on those Entities with payment obligations under the MSPA.

186. “**MSPA**” means 42 U.S.C. § 1395y *et seq.*, or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto.

187. “**NDHS**” means Notre Dame Health Systems, a Louisiana non-profit corporation. NDHS is one of the Non-Debtor Catholic Entities.

188. “**Neutrality Parties**” means, collectively, (a) the Protected Parties, (b) the Committees, (c) the Settlement Trustee, (d) the Abuse Claimants, (e) the Abuse Claims Reviewer, and (f) all Non-Settling Insurers.

189. “**Non-Abuse Claims**” means any Claims against the Debtor that is not an Abuse Claim or an Abuse Related Contingent Contribution and Indemnity Claim.

190. “**Non-Abuse Claims Objection Bar Date**” means one-hundred twenty (120) days after the later of (a) the Effective Date, or (b) the date such Claim is Filed, as set forth in Section 8.3 of the Plan.

191. “**Non-Abuse Insurance Policy**” means all known and unknown contracts, binders, certificates or Insurance Policies currently or previously in effect at any time on or before the Petition Date naming the Debtor or any other Protected Party, or any of them, or any predecessor, subsidiary, or past or Affiliate of the Debtor, as an insured (whether as the primary or an additional insured), or otherwise alleged to afford the Debtor or any other Protected Party insurance coverage, upon which any claim could have been, has been, or may be made with respect to any Non-Abuse Claim and which does not include coverage for Abuse Claims.

192. “**Non-Debtor Catholic Entities**” means (a) the Entities listed on Plan Exhibit D, including (i) the Archdiocesan Parishes, including the Parish Schools, (ii) the Suppressed Archdiocesan Parishes, (iii) the Archdiocesan Agencies, and (b) all named Covered Entities under any Settling Insurer’s Policy.

193. “**Non-Debtor Catholic Entities’ Contributed Real Property**” means the immovable (real) property listed on Plan Supplement 5.2(b), in accordance with Section 5.2(b) of the Plan, which is part of the Non-Debtor Catholic Entities’ Settlement Consideration.

194. “**Non-Debtor Catholic Entities’ Settlement Consideration**” means the consideration described in Section 5.2(b) of the Plan and Plan Supplement 5.2(b).

195. “**Non-Monetary Commitments**” means The Roman Catholic Church of the Archdiocese of New Orleans Non-Monetary Plan Provisions to Foster Child Protection and Prevent Child Sexual Abuse, which will be Filed as Plan Exhibit E.

196. “**Non-Settling Insurer’s Target Policy**” any Non-Settling Insurer’s Policy that covers a Litigation Claimant’s Abuse Claim, as set forth in Section 6.11(b) of the Plan.

197. “**Non-Settling Insurers**” means the Entities listed on Plan Supplement 7.1(b).

198. “**Non-Settling Insurers’ Policies**” means all Abuse Insurance Policies issued, subscribed to, or underwritten in whole or in part or allegedly issued, subscribed to, or underwritten in whole or in part by any Non-Settling Insurer. The Non-Settling Insurers’ Policies are listed on the Covered Entities’ Insurance Claims Assignment, which will be Filed as Plan Supplement 7.1(b).

199. “**Non-Voting Claim**” means a Claim that is not entitled to vote to accept or reject the Plan. For the avoidance of doubt, a Non-Voting Claim expressly excludes any Claim in Voting Class that is entitled to vote to accept or reject the Plan, regardless of whether the holder of such Claim does *not* vote to accept or reject the Plan.

200. “**Non-Voting Classes**” means Claims in the following Classes: Class 1 (Other Priority Claims); Class 2 (Secured Claims); Class 5 (2017 Bond Claims); Class 6 (Abuse Related Contingent Contribution and Indemnity Claims); and Class 7 (Pension and Retiree Medical Benefits Claims).

201. “**Non-Voting Status Notices**” means the Notices approved in the Disclosure Statement Order, in the forms of **Schedule 8, Schedule 9, Schedule 10 or Schedule 11** to the Disclosure Statement Order.

202. “**Opt-Out**” means the right of each Releasing Creditor to opt-out of the Third Party Releases and Third Party Permanent Injunctions in accordance with the procedures set forth in the Disclosure Statement Order, including the Solicitation, Voting, and Opt-Out Procedures attached to the Disclosure Statement Order as Schedule 2.

203. “**Opt-Out Creditors**” means: (a) Abuse Claimants holding Other Known Abuse Claims in Class 3 who timely and correctly Opt-Out in accordance with the Opt-Out Procedures with respect to such Known Abuse Claims; (b) the Unknown Abuse Claims Representative, for and on behalf of Abuse Claimants holding Unknown Abuse Claims who timely and correctly Opt-Out in accordance with the Opt-Out Procedures; and (c) Creditors holding Abuse Related Contingent Contribution and Indemnity Claims who timely and correctly Opt-Out in accordance with the Opt-Out Procedures with respect to such Claims.

204. “**Opt-Out Creditors’ Temporary Injunction**” means the temporary injunction provisions contained in Section 12.12 of the Plan.

205. “**Opt-Out Procedures**” means the procedures for exercising an Opt-Out in accordance with the procedures set forth in the Disclosure Statement Order, including the Solicitation, Voting, and Opt-Out Procedures attached to the Disclosure Statement Order as Schedule 2.

206. “**Order**” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Case or the docket of any other court of competent jurisdiction.

207. “**Ordinary Course Professionals**” means the various attorneys, accountants, auditors, and other professionals the Archdiocese retains in the ordinary course of its business pursuant to the Ordinary Course Professionals Order.

208. “**Ordinary Course Professionals Order**” means that certain Order entered by the Bankruptcy Court establishing the procedures for retaining Ordinary Course Professionals. [ECF 269].

209.

210. “**Other Known Abuse Claims**” means a Known Abuse Claim other than a Known Abuse Convenience Claim. Other Known Abuse Claims are treated in Class 3, at Section 4.3 of the Plan.

211. “**Other Priority Claim**” means any Allowed Claim, to the extent not paid before the Effective Date, against the Archdiocese that is entitled to priority in right of payment under sections 507(a) or 503(b)(9) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim. Other Priority Claims are treated in Class 1, at Section 4.1 of the Plan.

212. “**Parent**” means any Entity that owns the majority of the shares, membership interests, or other equity interests in the other Entity.

213. “**Parish Schools**” means the elementary Catholic schools that are owned and operated by the Archdiocesan Parishes. For the avoidance of doubt, the definition of Parish Schools expressly excludes Catholic schools that are owned and operated by Religious Orders and the Archdiocesan Schools.

214. “**Parish Service Agreements**” means those certain Parish Service Agreements by and between the Archdiocese and certain of the Archdiocesan Parishes, each effective as of March 1, 2011.

215. “**Participating Religious Orders**” means each of the Religious Orders, if any, that are providing or will provide a portion of the funding for the Settlement Trust in exchange for: (a) the release of any Claim by the Debtor against such Participating Religious Order; (b) the benefit of the Channeling Injunctions; (c) the Debtor’s execution of the applicable Participating Religious Order Agreement; and (d) any other benefits in favor of Participating Religious Orders under the Plan. The Participating Religious Orders are listed on Plan Supplement 5.2(e).

216. “**Participating Religious Orders’ Settlement Agreements**” means any settlement agreements among the Creditors’ Committee, the Debtor or Reorganized Debtor, and the Participating Religious Orders, which provide for the funding of Participating Religious Orders’ Settlement Consideration. The Participating Religious Orders’ Settlement Agreements will be Filed as Plan Supplement 5.2(e).

217. “**Participating Religious Orders’ Settlement Consideration**” means the cash contributions to be made by the Participating Religious Orders pursuant to the Participating Religious Order Settlement Agreements. The Participating Religious Orders’ Contributions, if any, will be Filed as Plan Supplement 5.2(e).

218. “**Penalty Claims**” means a Claim against any Protected Party for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the Creditor holding such Claim.

219. “**Perpetrator**” means an individual who personally committed or is alleged to have personally committed an act of Abuse. For the avoidance of doubt, the definition of Perpetrator does not include any individual who did not personally commit an act of Abuse or is not alleged to have personally committed an act of Abuse, but against whom an Abuse Claim or Abuse Related Contingent Contribution and Indemnity Claim is asserted nonetheless, or may be asserted, by virtue of such individual’s position or service as a member, representative, contractor, consultant, professional, or volunteer of the Archdiocese or any Non-Debtor Catholic Entity.

220. “**Petition Date**” means May 1, 2020, the date on which the Archdiocese commenced the Chapter 11 Case by Filing a petition for relief under chapter 11 of the Bankruptcy Code.

221. “**Plan**” means the Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans, dated as of September 13, 2024, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules.

222. “**Plan Documents**” mean the Plan, the Plan Exhibits, the Plan Supplements, and the Confirmation Order, as the same may be amended or supplemented.

223. “**Plan Exhibits**” means the exhibits to the Plan, as the same may be amended.

224. “**Plan Supplements**” means those documents in furtherance of consummation of the Plan and/or to be executed to consummate the Plan. No later than the Plan Supplements Filing Date, the Archdiocese will File the Plan Supplements.

225. “**Plan Supplements Filing Date**” means, unless otherwise provided in the Plan, the date that is ten (10) days before the deadline to File written objections to the Confirmation of the Plan.

226. “**Portfolio A**” means the funds invested by HWB pursuant to a custodial agreement on behalf of the owners of the funds. Portfolio A is comprised of the following investments:

227. “**Portfolio B**” means that certain investment management account maintained at HWB, which is related to the Deposit and Loan Program.

228. “**Portfolio Claims**” means any Claim of the Archdiocesan Parishes and Archdiocesan Agencies with respect to deposits such Entity has made into Portfolio B. The Creditors holding Portfolio Claims listed on Plan Supplement 4.8. Portfolio Claims are treated in Class 8, at Section 4.8 of the Plan.

229. “**Portfolios**” means (a) Portfolio A, and (b) Portfolio B, including the Deposit and Loan Deposits related to Portfolio B.

230. “**Portfolios Adversary Proceeding**” means the adversary proceeding Filed by the Creditors’ Committee in the Chapter 11 Case against the Debtor, certain of the Non-Debtor Catholic Entities, and others, bearing case no. 22-0105 on the docket of the Bankruptcy Court, which Portfolios Adversary Proceeding was dismissed without prejudice by the Bankruptcy Court.

231. “**Post-Confirmation Notices**” means any notices that are required to be provided to the Post-Confirmation Notice Parties on and after the Effective Date in accordance with Section 14.26 of the Plan.

232. “**Post-Effective Date Insurance Obligations**” means those duties or obligations (if any) required of the Archdiocese and/or any other Protected Party under any Abuse Insurance Policy issued by a Non-Settling Insurer, on and after the Effective Date.

233. “**Preserved Coverage**” means (a) all the insurance coverage of the Covered Entities other than coverage for losses from Channeled Claims, which is settled, extinguished, and excluded by the Insurance Settlement Agreement, and (b) insurance coverage of the Covered Entities with respect to any Opt-Out Creditors with respect to such Creditor’s Abuse Claim or Contingent Contribution and Indemnity Claim.

234. “**Preserved Estate Causes of Action**” means all Estate Causes of Action of the Archdiocese except for (a) the Avoidance Actions, and (b) those Claims and Estate Causes of Action that

are expressly waived, relinquished, exculpated, released, compromised, or settled pursuant to the Plan or other Order, and whether arising before or after the Petition Date. A non-exhaustive list of the Preserved Estate Causes of Action will be Filed as Plan Supplement 12.16.

235. “**Priest Pension Claims**” means Claims of priests and retired priests who are eligible for payments pursuant to the Priest Pension Plan. Priest Pension Claims are treated in Subclass 7A and Subclass 7B, at Section 4.7 of the Plan.

236. “**Priest Pension Plan**” means the multi-employer, non-ERISA retirement plan for incardinated priests of the Archdiocese and Archdiocesan Parishes whose retirement from active service has been duly accepted, or will be accepted, by the Archbishop.

237. “**Priest Retiree Medical Benefits**” means medical benefits available to incardinated priests of the Archdiocese and Archdiocesan Parishes who have retired from active service and whose retirement from active service has been duly accepted, or will be duly accepted, by the Archbishop.

238. “**Priest Retiree Medical Benefits Claims**” means Claims of retired priests for Priest Retiree Medical Benefits. Priest Retiree Medical Benefits Claims are treated in Subclass 7C, at Section 4.7 of the Plan.

239. “**Priority Claim**” means a Claim to the extent that it is of the kind described in, and entitled to priority under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

240. “**Priority Tax Claim**” means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code. Priority Tax Claims are treated in Section 2.6 of the Plan.

241. “**Professional**” means any professional employed or to be compensated pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code, and expressly excludes the 2017 Bond Trustee’s Professionals.

242. “**Professional Fee Claim**” means a Claim for compensation for services and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Chapter 11 Case, including, but not limited to, the Professional Fee Claims of Professionals retained by the Debtor and the Creditors’ Committees; provided, however, that the definition of Professional Fee Claim does not include the 2017 Bond Trustee’s Professional Fee Claim.

243. “**Professional Fee Claims Bar Date**” means the deadline for Filing final Fee Applications for Professional Fee Claims, which will be forty-five (45) days after the Effective Date.

244. “**Proof of Claim**” means a proof of claim Filed in the Chapter 11 Case pursuant to section 501 of the Bankruptcy Code and/or pursuant to any Order entered by the Bankruptcy Court, together with supporting documents.

245. “**Protected Parties**” means (a) the Archdiocesan Parties, (b) the Non-Debtor Catholic Entities, and (c) the Participating Religious Orders, if any, and their respective predecessors and successors, and their past, present, and future members, trustees, Related Parties, servants, contractors, consultants, professionals, volunteers, insiders, Affiliates, merged or acquired companies or operations, and their successors and assigns, (d) the Diocese of Houma-Thibodaux with regard to the Diocese of Houma-Thibodaux Channeled Claims, and (e) the Diocese of Baton Rouge with regard to the Diocese of Baton Rouge Channeled Claims.

246. **“Protected Parties’ Post-Effective Date Costs”** means all fees and expenses reasonably incurred by the Protected Parties in connection with performing any of their respective duties or obligations under the Plan with respect to any Abuse Claims or Covered Entities’ Insurance Claims, including, without limitation, in connection with (a) responding to and defending against any Action taken by any Litigation Claimants with respect to Litigation Claims, or (b) assisting the Abuse Claims Reviewer in the administration of Allocation Protocol, as may be requested by the Abuse Claims Reviewer or the Settlement Trustee. For the avoidance of doubt, such costs include any costs and expenses reasonably incurred by any Protected Party in connection with such efforts, or in connection with any depositions, discovery, or other litigation matters relating in any way to the Abuse Claims, including, without limitation, any attorney’s fees, expert fees, applicable self-insured retention obligations, if any, arising out of any Abuse Claims or under any Non-Settling Insurer’s Policy, and other costs and expenses.

247. **“Protected Parties’ Post-Effective Date Costs Procedures”** means the procedures set forth in Section 6.14 of the Plan for the payment of the Protected Parties’ Post-Effective Date Costs.

248. **“Protected Parties’ Post-Effective Date Cost Reserve Fund”** means that portion of the Settlement Trust Assets that are held in a separate, segregated account established by the Settlement Trust Documents and Sections 6.5(c) and 6.13 of the Plan and the Settlement Trust Agreement exclusively for payment of the Protected Parties’ Post-Effective Date Costs, in the initial amount of not less than \$1,000,000.

249. **“Publication Notice”** means the notice of the hearing on the Confirmation of the Plan, to be published in accordance with the Disclosure Statement Order.

250. **“Qualified Counsel”** means those attorneys representing Abuse Claimant Clients who have entered into written Contingency Fee Agreement with such Abuse Claimant(s) on or before the Effective Date, provided that such attorney must comply with the procedures set forth in Section 6.15 of the Plan.

251. **“Qualified Counsel Fees and Costs”** means the Contingency Fee and costs payable to Qualified Counsel by an Abuse Claimant Client based on the Contingency Fee Agreement, subject to the procedures set forth in Section 6.14 of the Plan.

252. **“Qui Tam Claim”** means the Claims asserted under the False Claims Act, 31 U.S.C. §§ 3729-3733, and otherwise in that certain Action pending before the District Court, bearing Civil Action No. 16-15092, and includes the Claims asserted in both (a) Proof of Claim No. 52 by the United States of America, and (b) Proof of Claim No. 49 by Robert Romero. The Qui Tam Claims were compromised pursuant to a Qui Tam Settlement Agreement.

253. **“Reduction Amount”** has the meaning set forth in Section 7.8 of the Plan.

254. **“Region”** means the following Louisiana civil parishes where the Archdiocese operates: Jefferson; Orleans; Plaquemines; St. Bernard; St. Charles; St. John the Baptist; St. Tammany; and Washington.

255. **“Reinstatement”** means that the Claim will not be discharged under the Plan, and the Creditor’s legal, equitable, and contractual rights on account of such Claim will remain unaltered by implementation of the Plan in accordance with section 1124(1) of the Bankruptcy Code. **“Reinstated”** and **“Reinstated”** will have correlative meanings.

256. **“Rejection Damage Claims”** means Claims for damages arising from the rejection of Executory Contracts or Unexpired Leases in accordance with Section 10.2 of the Plan.

257. “**Rejection Damage Claims Bar Date**” means thirty (30) days after the Confirmation Date, as set forth in Section 10.2 of the Plan, which will be the last day to assert Rejection Damage Claims against the Archdiocese, the Reorganized Debtor, or their respective properties.

258. “**Rejection Notice**” means the notice that will be served on counterparties to Executory Contracts and Unexpired Leases that will be rejected pursuant to the Plan, in accordance with the Disclosure Statement Order.

259. “**Rejection Schedule**” means the Executory Contracts and Unexpired Leases, if any, will be Filed as Plan Supplement 10.1(a).

260. “**Related Parties**” means, with respect to any Entity, such Entity’s (a) predecessors, successors, assigns, Subsidiaries, Agents, and Affiliates, (b) current and former employees, officers, directors, principals, managing agents, trustees, agents, volunteers, attorneys, financial advisors, accountants, investment bankers, consultants, representatives, brokers, adjusters, managing agent and other professionals, and (c) respective heirs, executors, estates, and nominees, in each case solely in its capacity as such.

261. “**Releasing Creditors**” means: (a) Known Abuse Claimants who exercise the option to be treated as the holder of a Known Abuse Convenience Claim; (b) Abuse Claimants holding an Other Known Abuse Claim who do not timely and correctly Opt-Out in accordance with the Opt-Out Procedures; (c) Unknown Abuse Claimants provided the Unknown Abuse Claims Representative does not timely and correctly Opt-Out in accordance with the Opt-Out Procedures; and (d) Creditors holding Abuse Related Contingent Contribution and Indemnity Claims in Class 6 who do not timely and correctly Opt-Out in accordance with the Opt-Out Procedures.

262. “**Religious**” means any individual whom an archbishop, bishop, the Holy See, religious superior, or other authority of the Church has appointed to, considered, treated, or determined to be a member of a Church institute of consecrated life or society of apostolic life society, house, or order and should be treated as religious, and includes but is not limited to, a nun, perpetually professed, religious brother, religious sister, superior, major superior, prior, abbot, abbot primate, abbot superior, supreme moderator, superior of a monastic congregation, provincial, prior provincial, provincial superior, supreme superior, monk, member of an institute of consecrated life or society of apostolic life, or consecrated hermit, and may include a cardinal, metropolitan, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop, vicar general, chancellor, episcopal vicar, vicar forane, dean, archpriest, priest, prelate, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, or chaplain, and includes any diocesan right institutes of consecrated life and societies of apostolic life.

263. “**Religious Order**” means, collectively, an institute of consecrated life and societies of apostolic life which enable people who profess the evangelical counsels of chastity, poverty (or perfect charity), and obedience by religious vows or other sacred bonds, to be joined to the Catholic Church without becoming members of the Catholic Church hierarchy. No Religious Order is a Participating Religious Order unless it is listed on Plan Supplement 5.2.

264. “**Reorganized Debtor**” or “**Reorganized Archdiocese**” means The Roman Catholic Church of the Archdiocese of New Orleans on and after the Effective Date.

265. “**Report Regarding Clergy Abuse**” means the information published on the Debtor’s website at <https://nolacatholic.org/2018-report>.

266. “**Resolution Event**” will have the meaning ascribed to it in the Solicitation, Voting, and Opt-Out Procedures that are attached to the Disclosure Statement Order as Schedule 2.

267. “**Revival Window**” means Section 2 of La. Acts 2021, No. 322, as amended by La. Acts 2022, No. 386, and La. Acts 2024, No. 481.

268. “**Revival Window Laws**” means the Revival Window, together with any other law that extends the prescriptive period or statute of limitations for asserting Abuse Claims under Louisiana or other applicable state law.

269. “**SAG**” means St. Anthony’s Gardens, a non-profit Louisiana corporation formed in 2012 for the sole purpose of owning, developing, and operating the SAG Project. SAG is one of the Non-Debtor Catholic Entities.

270. “**SAG Guaranty**” collectively means that certain Guaranty by the Archdiocese, dated September 4, 2014, and that certain Guarantor Acknowledgement, dated April 25, 2017, pursuant to which the Archdiocese guaranteed certain obligations of SAG related to the SAG Project, including the SAG Senior Bonds and the SAG Subordinated HWB Debt. HWB terminated and released the SAG Guaranty in June 2023.

271. “**SAG Project**” means a rental fee-for-service senior living retirement community owned by SAG and known as St. Anthony’s Gardens, located in St. Tammany Parish, Louisiana. SAG sold the SAG Project at a closing that occurred in June 2023.

272. “**SAG Senior Bonds**” mean the bonds issued by the LPFA, pursuant to, among other documents, (a) a loan agreement, dated as of December 1, 2013, by and between the LPFA and SAG, and (b) a multiple indebtedness mortgage, also dated as of December 1, 2013, by SAG that grants Liens in the SAG Project.

273. “**SAG Subordinated HWB Debt**” means the promissory note, in the original principal amount of \$12,000,000, dated April 25, 2017, by SAG in favor of HWB.

274. “**Schedules**” means the Archdiocese’s schedules of assets and liabilities Filed with the clerk of the Bankruptcy Court pursuant to pursuant to section 521(a) of the Bankruptcy Code and Bankruptcy Rule 1007, [ECF 104, 198, and 572], as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

275. “**Schools**” means: (a) the Parish Schools; (b) the Archdiocesan Schools; (c) St. Thérèse Catholic Academy; and (d) any other independent school that is authorized by the Archbishop to teach the approved Catholic curriculum. For the avoidance of doubt, the definition of Schools expressly excludes (a) Catholic schools that are owned and operated by a Religious Order, and (b) any other independent school that is not authorized by the Archbishop to teach the approved Catholic curriculum.

276. “**Section 363 Sale**” means a sale of property pursuant to the provisions of section 363 of the Bankruptcy Code, including, but not limited to, the buyback provisions contained in the Insurance Settlement Agreement.

277. “**Secured Claim**” means a Claim that is secured by a Lien on, or security interest in, property of the Archdiocese, or that has the benefit of rights of setoff under section 553 of the Bankruptcy Code, but only to the extent of the value of the Creditor’s interest in the Archdiocese’s interest in such property, or to the extent of the amount subject to setoff, which value will be determined by the Bankruptcy Court pursuant to sections 506(a), 553, and/or 1129(b)(2)(A)(i)(II) of the Bankruptcy Code, as applicable. Secured Claims are treated in Class 2 of the Plan, at Section 4.2 of the Plan.

278. “**Settlement Consideration**” has the meaning set forth in Section 5.2 of the Plan, and includes: (a) the Archdiocese’s Settlement Consideration described in Section 5.2(a) of the Plan and Plan

Supplement 5.2(a); (b) the Non-Debtor Catholic Entities' Settlement Consideration described in Section 5.2(b) of the Plan and Plan Supplement 5.2(b); (c) the Settling Insurers' Settlement Consideration described in Section 5.2(c) of the Plan and Plan Supplement 5.2(c), if any; (d) the Participating Religious Orders' Settlement Consideration described in Section 5.2(e) of the Plan and Plan Supplement 5.2(e), if any; (e) the assignment of the Covered Entities' Insurance Claims to the Settlement Trust in accordance with Sections 5.2(d) and 6.7 of the Plan; and (e) the Additional Plan Consideration described in Section 5.3 of the Plan and Plan Supplement 5.3.

279. "**Settlement Trust**" means *The Archdiocese of New Orleans Settlement Trust* created in accordance with the Plan and Settlement Trust Agreement for the benefit of the Settlement Trust Beneficiaries.

280. "**Settlement Trust Advisory Committee**" means the committee, to be appointed by the Creditors' Committee no later than the Effective Date, to oversee certain actions of the Settlement Trustee, as set forth in the Settlement Trust Agreement.

281. "**Settlement Trust Agreement**" means the Archdiocese of New Orleans Settlement Trust Agreement, as may be amended, together with such additional documents as may be executed in connection with the Settlement Trust Agreement, in form and substance substantially similar to Plan Exhibit C-1.

282. "**Settlement Trust Assets**" means the Cash and other property to be transferred to the Settlement Trust in accordance with (a) Sections 5.2(a) through 5.2(e), (b) where application Section 5.3 of the Plan, (c) the Litigation Claims Proceeds, and (d) any income or sale proceeds of (a) through (c) above.

283. "**Settlement Trust Beneficiaries**" means: (a) Abuse Claimants holding Known Abuse Convenience Claims; (b) Abuse Claimants holding Other Known Abuse Claims; (c) Abuse Claimants holding Unknown Abuse Claims; and (d) the Protected Parties to the extent they have Protected Parties' Post-Effective Date Costs under Section 6.13 of the Plan; and (f) the Entities entitled to the benefit of the Settlement Trust defense and indemnity obligations, in accordance with Sections 6.15(k), 6.15(l), and 6.16 of the Plan.

284. "**Settlement Trust Corpus**" means the Settlement Trust Assets after establishing, in accordance with Section 6.5 of the Plan and the Settlement Trust Agreement, (a) the Known Abuse Convenience Reserve Fund, (b) the Unknown Abuse Claim Reserve Fund, and (c) the Protected Parties' Post-Effective Date Costs Reserve Fund.

285. "**Settlement Trust Distribution**" means a distribution by the Settlement Trust to a Settlement Trust Beneficiary pursuant to the Settlement Trust Documents. For the avoidance of doubt, pursuant to Section 2.8 of the Plan, Settlement Trust Distributions will not constitute disbursement within the meaning of 28 U.S.C. § 1930(a)(6).

286. "**Settlement Trust Distribution Enhancement**" has the meaning set forth in Section 6.12 of the Plan.

287. "**Settlement Trust Documents**" means (a) the Settlement Trust Agreement, (b) the Allocation Protocol, (c) the Litigation Claim Protocol, (d) each Litigation Claimant Agreement executed pursuant to the Plan, (e) Abuse Claim Release and Certification executed in connection with the Plan, and (f) any other document related to (a) through (e).

288. "**Settlement Trustee**" means the Entity identified in Plan Supplement 6.3, and who is appointed as trustee of the Settlement Trust in accordance with the terms of the Plan, the Confirmation Order, and the Settlement Trust Agreement, or any successor appointed in accordance with the terms of the

Plan, Confirmation Order, and the Settlement Trust Agreement. Disclosures related to the Settlement Trust that included in Plan Supplement 6.3.

289. “**Settlement Trust Insurance Settlement**” means any settlement agreement that the Settlement Trust enters into with a Non-Settling Insurer.

290. “**Settling Insurers**” means the Entities listed on Plan Supplement 7.1(a), together with the following: (a) each such Entity’s past, present and future Affiliates, divisions, reinsurers, and retrocessionaires, including Entities released pursuant to any Insurance Settlement Agreement; (b) each such Entity’s respective past, present and future Affiliates, holding companies, merged companies, related companies, divisions and acquired companies, including the Entities released pursuant to any Insurance Settlement Agreement; (c) each such Entity’s respective past, present and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, Related Parties, and Claims handling administrators; and (d) each such Entity’s respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Entities acting on behalf of, by, through or in concert with them.

291. “**Settling Insurers’ Policies**” means all Abuse Insurance Policies issued, subscribed to, or underwritten in whole or in part or allegedly issued, subscribed to, or underwritten in whole or in part by a Settling Insurer. The Settling Insurers’ Policies listed on Plan Supplement 7.1(a).

292. “**Settling Insurers’ Settlement Consideration**” means the consideration described in Section 5.2(c) of the Plan and Plan Supplement 5.2(c).

293. “**Single Business Enterprise Type Theories**” means any applicable legal or equitable theory that seeks to hold a Non-Debtor Catholic Entity liable for the obligations, debts, or wrongdoing of the Archdiocese based on the relationships or affiliations with the Archdiocese, including, but not limited to, to single business enterprise or other veil piercing legal theories.

294. “**Solicitation Package**” means the materials and documents to be sent to Creditors entitled to vote to accept or reject the Plan, in accordance with the Disclosure Statement Order.

295. “**SSA Query**” has the meaning set forth in Section 16.5(l) of the Plan.

296. “**Statement of Financial Affairs**” means the Archdiocese’s statement of financial affairs Filed with the clerk of the Bankruptcy Court pursuant to section 521(a) of the Bankruptcy Code, [ECF 197], as the same may have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

297. “**Subclass**” means a category of Creditors holding Claims as set forth in Article 3 of the Plan pursuant to section 1122 of the Bankruptcy Code.

298. “**Subsidiary**” of an Entity means a corporation or limited liability company as to which the Entity possesses shares of common stock, membership interests, or other equity interests and exercises control through the voting of such stock or interests.

299. “**Supplemental Settling Insurers’ Channeling Injunction**” means the injunction imposed pursuant to Section 12.5 of the Plan.

300. “**Suppressed Archdiocesan Parishes**” means those Catholic Church parish Entities listed on Plan Exhibit D, at Part II. Each of the Suppressed Archdiocesan Parishes is organized as a non-profit corporation, and is recognized by Canon Law as a public juridic entity.

301. “**Tax**” means (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority, or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Entity.

302. “**Tax Claim**” means any Claim of a Governmental Unit, whether federal, state or local, for recovery of a tax of any kind whatsoever (including any interest, penalty, or addition thereto) incurred or arising before the Effective Date, including, but not limited to, Claims of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

303. “**Third Party Permanent Injunctions**” means the permanent injunctions in favor of the Protected Parties and Settling Insurers that bind the Releasing Creditors, as set forth in Sections 12.5 through 12.9 of the Plan. For the avoidance of doubt, the definition of Third Party Permanent Injunctions excludes the following: (a) any release or injunction provision contained in the Plan to the extent that it provides any protections or benefits to the Debtor or Reorganized Debtor; (b) the Third Party Releases; (c) the Gatekeeper Provision; and (c) the Opt-Out Creditors’ Temporary Injunction.

304. “**Third Party Releases**” means the Releasing Creditors’ release of the Protected Parties and Settling Insurers, as set forth in Sections 12.5 through 12.9 of the Plan. For the avoidance of doubt, the definition of Third Party Releases excludes the following: (a) any release or injunction provision contained in the Plan to the extent that it provides any protections or benefits to the Debtor or Reorganized Debtor; (b) the Third Party Permanent Injunctions; (c) the Gatekeeper Provision; or (d) the Opt-Out Creditors’ Temporary Injunction.

305. “**Tolling Agreements**” mean those certain Tolling Agreements executed by the Archdiocese and the Creditors’ Committees, on the one hand, and the Tolling Parties, on the other hand, as the same were extended. [ECF 1407 and 2154].

306. “**Tolling Parties**” means: (a) each of the Non-Debtor Catholic Entities; (b) St. Joseph Abbey and Seminary College; (c) Guillory Sheet Metal Works Inc., Inc.; (d) FL+WB Architects, A Professional Corporation; (e) Voelkel McWilliams Construction, L.L.C.; (f) St. Ann 2017, L.L.C.; (g) St. Ann 2017 MM, L.L.C.; (h) Denechaud & Denechaud LLC; (i) the Louisiana Conference of Catholic Bishops; and (j) St. Mary's Academy of the Holy Family.

307. “**Treasury Regulations**” means 31 C.F.R. part 900 *et seq.*

308. “**Unclaimed Property**” means any Cash or other property in the Settlement Trust which is unclaimed as provided in Section 6.19(o) of the Plan.

309. “**Unexpired Lease**” means a lease to which the Archdiocese is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code.

310. “**Unimpaired**” means, with respect to a Class of Claims, that such Class is not Impaired.

311. “**Unknown Abuse Claim**” means an Abuse Claim that occurred before the Petition Date, but was not Filed by the Confirmation Date, and for which a valid legal excuse for not filing by the Abuse Claims Bar Date exists. For the purposes of the Plan, a “valid legal excuse” must be at least one of the following (as in effect within the 180 days prior to the Claims Bar Date): (a) the Abuse Claimant was

below the age of 18; (b) the Abuse Claimant was in the active military service of the United States, or otherwise entitled to the protections of the Soldiers' and Sailors' Relief Act of 1940, or the Service members' Civil Relief Act of 2003 (whether in or out of the United States, and whether in or out of a combat zone); (c) the Abuse Claimant was suffering from insanity; (d) the Abuse Claimant was suffering from mental disability short of insanity, which could reasonably be expected to materially impair the Abuse Claimant's ability to understand that the Abuse Claimant had a claim, or materially impair the Abuse Claimant's ability to timely file one; (e) the Abuse Claimant was suffering from memory repression, memory suppression, or any similar mental condition that could reasonably be expected to materially impair the Abuse Claimant's ability to file a timely Abuse Claim; (f) the Abuse Claimant's ability to file a timely Abuse Claim was materially impaired by allegations of fraudulent concealment, continuing abuse, the doctrine of *contra non valentum*, injunction, statutory provision, or any other applicable law; (g) the Abuse Claimant's Abuse Claim that was barred by any applicable prescriptive period or statute of limitations as of the Abuse Claims Bar Date, but is no longer barred by the applicable prescriptive period or statute of limitations for any reason, including, for example, the Revival Window Laws; or (h) the Abuse Claimant pursued his or her rights diligently (or did not fail to do so), and some extraordinary circumstance stood in the Abuse Claimant's way that prevented timely filing.

312. "**Unknown Abuse Claimant**" means an Abuse Claimant holding an Unknown Abuse Claim, together with the legal representative of such holder, including, but not limited to, a bankruptcy trustee, the estate of a deceased individual who held an Unknown Abuse Claim, or the personal executor or personal representative of the estate of a deceased individual who held an Unknown Abuse Claim, as the case may be.

313. "**Unknown Abuse Claims Representative**" means Michael R. Hogan, appointed in accordance with the Order, [ECF 1012 and •], and any successor or such other Entity appointed by the Bankruptcy Court or otherwise.

314. "**Unknown Abuse Claims Reserve Fund**" means the reserve established for the benefit of Unknown Abuse Claimants pursuant to Sections 6.5(b) of the Plan and the Settlement Trust Agreement.

315. "**Unsecured Claims**" means all Claims that are not secured by a Lien on Collateral.

316. "**USCCB**" means the United States Conference of Catholic Bishops, is a nonprofit corporation, the members of which are the active Catholic Bishops in the United States.

317. "**U.S. Trustee**" means the Office of the United States Trustee for Region 5, which serves the federal judicial districts established for Louisiana and Mississippi.

318. "**Voting Classes**" means Class 3 (Known Abuse Claims, including Known Abuse Convenience Claims and Other Known Abuse Claims), Class 4 (Unknown Abuse Claims, acting by and through the Unknown Abuse Claims Representative), Class 8 (Portfolio Claims), and Class 9 (General Unsecured Claims).

319. "**Voting Deadline**" means the deadline established by the Bankruptcy Court by which a Creditor must execute and deliver his or her Ballot to cast a vote to accept or reject the Plan. The Voting Deadline will also be the deadline for a Creditor to exercise the Known Abuse Convenience Class Election.

320. "**Voting Record Date**" means the date, to be established by the Bankruptcy Court, for determining (a) which Creditors holding Claims in the Voting Classes are entitled to vote to accept or reject the Plan, and (b) whether Claims have been properly assigned or transferred to an assignee under Bankruptcy Rule 3001(e) such that the assignee or transferee, as applicable, can vote to accept or reject the Plan.

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321. **“Workers’ Compensation Program”** means the Debtor’s (a) written contracts, agreements, agreements of indemnity, in each case relating to workers’ compensation, (b) self-insured workers’ compensation bonds, policies, programs, and plans for workers’ compensation and (c) workers’ compensation insurance issued to or entered into at any time by the Debtor.

PLAN EXHIBIT B

ABUSE CLAIM RELEASE AND CERTIFICATION

[TO BE PROVIDED]

PLAN EXHIBIT C-1

**THE ARCHDIOCESE OF NEW ORLEANS
SETTLEMENT TRUST AGREEMENT**

FOR

**THE ARCHDIOCESE OF NEW ORLEANS
PLAN SETTLEMENT TRUST**

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THE ARCHDIOCESE OF NEW ORLEANS SETTLEMENT TRUST AGREEMENT

This **ARCHDIOCESE OF NEW ORLEANS SETTLEMENT TRUST AGREEMENT** (the “**Settlement Trust Agreement**”) is entered into by and between The Roman Catholic Church of the Archdiocese of New Orleans (before and after the Effective Date, the “**Archdiocese**”) and [] (the “**Settlement Trustee**”), dated as of [], 2024, in connection with *The Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans, dated as of September 13, 2024* (as amended, modified, and supplemented, the “**Plan**”) in the bankruptcy case (the “**Chapter 11 Case**”) pending before the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Bankruptcy Court**”), Case No. 20-10846 on the docket. Unless otherwise specifically defined herein, capitalized terms used in the Settlement Trust Agreement will have the meanings assigned to them in the Plan or THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS NON-MONETARY PLAN PROVISIONS TO FOSTER CHILD PROTECTION AND PREVENT CHILD SEXUAL ABUSE (the “**Non-Monetary Commitments**”) (Plan Supplement 5.4).

RECITALS

WHEREAS, on the Petition Date, the Archdiocese Filed a voluntary petition under chapter 11 of Bankruptcy Code. The Archdiocese has continued in possession of its property and has continued to operate and manage its non-profit business as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Bankruptcy Court has, or it is anticipated will, enter the Confirmation Order;

WHEREAS, the Plan anticipates the creation of the Settlement Trust and the transfer and assignment of the Settlement Trust Assets to the Settlement Trust;

WHEREAS, pursuant to the Plan, the Settlement Trust is to use the Settlement Trust Assets to pay the Claims of the following Settlement Trust Beneficiaries (collectively, the “**Settlement Trust Claims**”): (i) solely from the Known Abuse Convenience Claim Reserve Fund, Allowed Known Abuse Convenience Claims in Class 3, in accordance with Section 4.3 of the Plan; (ii) solely from the Settlement Trust Corpus, Allowed Other Known Abuse Claims in Class 3, in accordance with Section 4.3 of the Plan; (iii) solely from the Unknown Abuse Claims Reserve Fund, Allowed Unknown Abuse Claims in Class 4, in accordance with Section 4.4 of the Plan; (iv) solely from the Protected Parties’ Post-Effective Date Costs Reserve Fund, the Protected Parties’ Post-Effective Date Costs in accordance with Section 6.13 of the Plan; and (vi) solely from the Settlement Trust Corpus, the Settlement Trust’s defense and indemnity obligations, in accordance with Sections 6.15(k), 6.15(l), and 6.16(c)-(d) of the Plan;

WHEREAS, the Settlement Trust is established for the benefit of the Settlement Trust Beneficiaries and is intended to qualify as a liquidating trust within the meaning of Treasury Regulation § 301.7701-4(d);

WHEREAS, the Settlement Trust is intended to qualify as a “grantor trust” for federal income tax purposes, and the Settlement Trustee will administer and maintain the Settlement Trust in compliance with all relevant guidelines regarding liquidating trusts issued by the IRS;

WHEREAS, pursuant to the Plan and the anticipated Confirmation Order, the Settlement Trustee will be or has been duly appointed as a representative of the Estate pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code; and

WHEREAS, pursuant to the Plan and the anticipated Confirmation Order, all prerequisites for the Channeling Injunctions have been satisfied, and such Channeling Injunctions are fully effective and enforceable on and after the Effective Date as provided in the Plan and Confirmation Order.

NOW, THEREFORE, pursuant to the Plan and Confirmation Order, in consideration of the premises and the provisions in the Plan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, it is agreed as follows:

ARTICLE I

DECLARATION OF TRUST AND AGREEMENT OF SETTLEMENT TRUST

Section 1.1 Creation and Name. The Archdiocese, as settlor, hereby creates a trust known as “THE ARCHDIOCESE OF NEW ORLEANS PLAN SETTLEMENT TRUST,” which is the Settlement Trust provided for in the Plan.

Section 1.2 Purposes. The purposes of the Settlement Trust are (a) to assume all liability for the Channeled Claims in accordance with the Plan and Confirmation Order, and (b) assume responsibility for preserving, managing, and distributing Trust Assets to the Settlement Trust Beneficiaries (as defined in Section 1.7 hereof) in accordance with the following: (a) this Settlement Trust Agreement; (b) the Settlement Trust Distribution Protocol (Plan Exhibit C-2) (the “**Allocation Protocol**”); (c) the Litigation Claim Protocol (Plan Supplement 6.9(a)); (d) the Litigation Claimant Agreement (Plan Supplement 6.9(c)); (e) the Abuse Claim Release and Certification (Plan Exhibit B); (f) the Plan, including the other Plan Exhibits and Plan Supplements; and (g) the Confirmation Order.

Section 1.3 Transfer of Settlement Trust Assets. Pursuant to the Plan, and upon the occurrence of the Effective Date, the Archdiocese will irrevocably transfer, absolutely grant, assign, convey, set over, and deliver to the Settlement Trust all of its right, title and interest in and to the Settlement Trust Assets to be held in trust and for the uses and purposes stated in the Settlement Trust Agreement and Plan. The Settlement Trustee hereby agrees to accept and hold the Settlement Trust Assets in trust for the Settlement Trust Beneficiaries (as defined in Section 1.7 hereof) subject to the terms of the Settlement Trust Agreement and Plan. The Settlement Trust Assets will be transferred to the Settlement Trust free and clear of any Liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or any other Protected Party, any Creditor or any other Entity, other than as provided in the Channeling Injunctions with respect to the Channeled Claims. The Debtor or Reorganized Debtor will execute and deliver such documents to the Settlement Trust as the Settlement Trustee reasonably requests to transfer and assign any assets comprising all or a portion of the Settlement Trust Assets to the Settlement Trust. The Settlement Trustee is hereby authorized to file with any governmental authority any documents necessary or helpful to establish the Settlement Trust as of the Confirmation Date. The Settlement Trustee, on behalf of the Settlement Trust, will receive the Settlement Trust Assets when they are transferred to the Settlement Trust.

Section 1.4 Irrevocability. To the fullest extent permitted by applicable law, the Settlement Trust is irrevocable. The Archdiocese shall not alter, amend, revoke, or terminate the Settlement Trust. The Archdiocese, as settlor, (a) shall not retain any ownership or residual interest whatsoever with respect to any Settlement Trust Assets, except as provided in Section 1.5(e) and (g) below, and (b) shall not have any role with respect to the management or operation of the Settlement Trust, or the Settlement Trustee’s administration of the Settlement Trust.

Section 1.5 Settlement Trust Beneficiaries. The Settlement Trust Beneficiaries are as follows:

- (a) Abuse Claimants holding Known Abuse Convenience Claims in Class 3, in accordance with Section 4.3 of the Plan;

- (b) Abuse Claimants holding Other Known Abuse Claims in Class 3, in accordance with Section 4.3 of the Plan;
- (c) Abuse Claimants holding Unknown Abuse Claims in Class 4, in accordance with Section 4.4 of the Plan;
- (e) Protected Parties entitled to Protected Parties' Post-Effective Date Costs in accordance with Section 6.13 of the Plan; and
- (f) Entities entitled to the Settlement Trust's defense and indemnity obligations pursuant to Sections 6.15(k), 6.15(l), and 6.16(c)-(d) of the Plan.

Section 1.6 Acceptance of Settlement Trust Assets and Assumption of Liabilities and Responsibilities.

- (a) The Settlement Trustee hereby accepts the role of the Settlement Trustee of the Settlement Trust, and, on behalf of the Settlement Trust, hereby accepts the grant, assignment, transfer, conveyance, and delivery of the Settlement Trust Assets, subject to the terms and conditions set forth in the Settlement Trust Agreement, Allocation Protocol, and Plan.
- (b) The Settlement Trustee, on behalf of the Settlement Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing the Settlement Trust Assets to the Settlement Trust Beneficiaries in accordance with the Settlement Trust Agreement, Allocation Protocol, and Plan.
- (c) The Settlement Trust, on behalf of the Settlement Trust, the Settlement Trustee hereby accepts the defense and indemnity obligations provided in Sections 6.15(k), 6.15(l), and 6.16(c)-(d) of the Plan, and Section 5.3 of this Settlement Trust Agreement.
- (d) The Settlement Trustee will evaluate the Known Convenience Abuse Claims in Class 3 in accordance with Section 4.3(a) and (d) of the Plan.
- (e) The Settlement Trustee will direct the Abuse Claims Reviewer to evaluate both (i) the Other Known Abuse Claims in Class 3 in accordance with Allocation Protocol and Section 4.3(b) and (d) of the Plan, and (ii) the Unknown Abuse Claims Class 4 in accordance with the Allocation Protocol and Section 4.4 of the Plan.
- (f) Except as otherwise provided in the Settlement Trust Agreement, Allocation Protocol, or Plan, the Settlement Trustee will have all defenses, crossclaims, offsets and recoups, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Settlement Trust Claims that any Protected Parties has or would have had under applicable law.
- (g) To accomplish the purposes of the Settlement Trust, the Settlement Trustee will have all the rights, powers, and duties set forth in the Settlement Trust Agreement, Allocation Protocol, Plan, and otherwise available under applicable law. The Settlement Trustee's powers will be exercisable solely in a fiduciary capacity, consistent with, and in furtherance of, the purposes of the Settlement Trust and in accordance with applicable law.
- (h) The Settlement Trustee will propose procedures to identify fraudulent claims, considering factors the Settlement Trustee deems appropriate (and which may include a cost/benefit analysis) to the Bankruptcy Court for approval. The Settlement Trustee will work with the Abuse Claims Reviewer to institute auditing and other procedures to detect and prevent the allowance of Abuse Claims based on fraudulent submissions to the Settlement Trust. Submissions to the Settlement Trust must be signed under the pains and penalties of perjury

and, to the extent of applicable law, the submission of a fraudulent submission to the Settlement Trust may violate the criminal laws of the United States, including the criminal provisions applicable to bankruptcy crimes, 18 U.S.C. § 152, and may subject those responsible to criminal prosecution in the District Court.

- (i) The Settlement Trustee will have the authority to bind the Settlement Trust within the limitations set forth in the Settlement Trust Agreement, and will for all purposes hereunder be acting in the capacity as the Settlement Trustee, and not individually.
- (j) In furtherance of the purposes of the Settlement Trust, the Settlement Trustee assumes responsibility for: (i) making Settlement Trust Distributions to Settlement Trust Beneficiaries; (ii) receiving, collecting, liquidating, maintaining, and distributing the Settlement Trust Assets; and (iii) fulfilling all other obligations of the Settlement Trust under the Settlement Trust Documents and Plan Documents.
- (k) The Settlement Trust will be administered consistent with the liquidating purpose of the Settlement Trust, with no objective to continue or to engage in the conduct of a trade or business except to the extent reasonably necessary to preserve the liquidation value of the Settlement Trust Assets or as otherwise provided in the Plan Documents.

Section 1.7 Confidential Information. The Settlement Trustee will maintain the confidentiality of all documents and information and follow the confidentiality procedures provided for in the Claims Bar Date Order [ECF 461]; provided, however, that notwithstanding the foregoing, nothing will preclude the Settlement Trustee from providing the foregoing confidential information to any Non-Settling Insurer as necessary to preserve, secure, or obtain the benefit of any rights under any Abuse Insurance Policy.

Section 1.8 Documents to be Delivered to the Settlement Trustee and Privilege Claims. The Protected Parties will provide to the Settlement Trustee all Documents in the Protected Parties' possession that address, relate to, or in any way concern the following, each as defined in the Non-Monetary Commitments: (a) any Child Sexual Abuse by Clergy (or former Clergy), by Laity, or by any other individual employed by, serving as a volunteer with, a Protected Party; (b) any Child Sexual Abuse occurring under the supervision of any Clergy (or former Clergy), any Laity, or any other individual employed by, serving as a volunteer with, any Protected Parties; and (c) all Child Sexual Abuse Proofs of Claim. No later than ninety (90) calendar days after the Effective Date, the Archdiocese will produce to the Settlement Trustee the Documents to be disclosed by any Protected Parties in accordance with this paragraph along with a privilege log identifying all Documents, if any, withheld because of any Privilege Claims. The Settlement Trustee will have one-hundred and twenty (120) calendar days from the date the Documents are produced to the Settlement Trustee to object to the scope of production and/or to any Privilege Claims asserted by any Protected Parties as the basis for withholding any Documents. The Settlement Trustee must reduce this objection to writing and deliver it to the Special Arbitrator. The Special Arbitrator's ruling regarding any Privilege Claim asserted by any Protected Parties will be binding and non-reviewable in any legal proceeding.

ARTICLE 2

THE SETTLEMENT TRUST CORPUS AND RESERVE FUNDS

Section 2.1 Settlement Trust Assets. The Settlement Trust Assets will include all property transferred to the Settlement Trust pursuant to the Plan and the proceeds thereof.

Section 2.2 Settlement Trustee's Right to, and Title and Interests in, the Settlement Trust Assets. Upon the transfer of the Settlement Trust Assets, the Settlement Trustee succeeds to all of the rights

of the Archdiocese, the Estate, the Protected Parties, and the Settling Insurers to, and title and interest in, the Settlement Trust Assets, and such Entities will have no further right to or title or interest in, or with respect to, the Settlement Trust Assets or Settlement Trust, except as provided in the Settlement Trust Agreement or Plan.

Section 2.3 Beneficial Interests of Abuse Claimants in the Settlement Trust. To evidence the beneficial interest in the Settlement Trust of each Abuse Claimant who holds such an interest, the Settlement Trustee will maintain a registry of the Settlement Trust Beneficiaries who are Abuse Claimants.

Section 2.4 Non-Transferability of Beneficial Interests in the Settlement Trust. Any transfer of a beneficial interest in the Settlement Trust will not be effective unless and until the Settlement Trustee receives written notice of such transfer from the assigning Settlement Trust Beneficiary.

Section 2.5 No Tax on Transfers to the Settlement Trust. Pursuant to section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Settlement Trust, including any deeds, bills of sale, or assignments executed in connection with any transfer to the Settlement Trust, or receipt, or disposition/sale of assets by the Settlement Trust contemplated by the Plan, will not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax, or similar tax.

Section 2.6 Spendthrift Provision. To the fullest extent permitted by law, neither the principal nor income of the Settlement Trust, in whole or part, will be subject to any legal or equitable Claims of creditors of any Settlement Trust Beneficiary, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged, or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or District Court.

Section 2.7 Medicare Reimbursement and Reporting Obligations.

- (a) The Settlement Trust will register as a Registered Reporting Entity (“RRE”) under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (“MMSEA”).
- (b) At its sole expense, the Settlement Trust will timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Settlement Trust. The Settlement Trust, in its capacity as an RRE, will follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.
- (c) Before making Settlement Trust Distributions to an Abuse Claimant who is a Settlement Trust Beneficiary (or the Qualified Counsel of an Abuse Claimant) in respect of any Abuse Claim, the Settlement Trustee will obtain an executed Medicare certification found in the Abuse Claim Release and Certification in the form of Plan Exhibit B.

Section 2.8 Reserve Funds and the Settlement Trust Corpus. In accordance with the Plan, the Settlement Trust Assets will be available to pay Settlement Trust Beneficiaries and authorized Settlement Trust Expenses as follows:

- (a) **Known Abuse Convenience Claims Reserve Fund.** Subject to Bankruptcy Court approval, the Settlement Trustee will establish the Known Abuse Convenience Claims Reserve Fund in an amount that is based on the number of Known Abuse Claims that elected to be treated as holding Known Abuse Convenience Claims. Settlement Trust Distributions on account of Allowed Known Abuse Convenience Claims in Class 3 will be made solely from the Known Abuse Convenience Claims Reserve Fund. The Known Abuse Convenience Claims Reserve Fund will be reserved for Settlement Trust Distributions to, and payments of, (i) Allowed Known Abuse Convenience Claims in Class 3, together with the applicable Qualified Counsel Fees and Costs, as provided in Sections 4.3(d)(i) and 6.15 of the Plan, (ii) the fees and expenses of the Settlement Trustee and Abuse Claims Reviewer related to the Known Abuse Convenience Claims, and (iii) any applicable Medicare Holdback as provided in Section 6.15(l) of the Plan. Settlement Trust Distributions on account of Allowed Known Abuse Convenience Claim will be in amounts to be determined by the Abuse Claims Reviewer in accordance with the Allocation Protocol and Settlement Trust Documents. If any balance remains in the Known Abuse Convenience Claims Reserve Fund after payment of the foregoing, such balance will be reallocated to the Settlement Trust Corpus in accordance with the terms of the Settlement Trust.
- (b) **Unknown Abuse Claims Reserve Fund.** In accordance with the Plan, the Settlement Trustee will establish the Unknown Abuse Claims Reserve Fund in the amount of \$[•]. Settlement Trust Distributions on account of Allowed Unknown Abuse Claims in Class 4 will be made solely from the Unknown Abuse Claims Reserve Fund. The Unknown Abuse Claims Reserve Fund will be reserved for Settlement Trust Distributions to, and payments of, (i) Allowed Unknown Abuse Claims in Class 4, together with the applicable Qualified Counsel Fees and Costs in accordance with Sections 4.3(d)(i), 4.4(a)(viii) and 6.15 of the Plan, (ii) the fees and expenses of the Settlement Trustee, Abuse Claims Reviewer, and Unknown Abuse Claim Representative related to the Unknown Abuse Claims, and (iii) any applicable Medicare Holdback as provided in Section 6.15(l) of the Plan. Settlement Trust Distributions on account of Allowed Unknown Abuse Claims will be in amounts to be determined by the Abuse Claims Reviewer in accordance with the Allocation Protocol and Settlement Trust Documents. If any balance remains in the Known Abuse Claims Reserve Fund after payment of the foregoing, such balance will be reallocated to the Settlement Trust Corpus in accordance with the terms of the Settlement Trust.
- (c) **Protected Parties' Post-Effective Date Costs Reserve Fund.** In accordance with Section 6.13 of the Plan, the Settlement Trustee will establish the Protected Parties' Post-Effective Date Costs Reserve Fund in the amount of \$1,000,000. Settlement Trust Distributions on account of such Protected Parties' Post-Effective Date Costs will be made solely from the Protected Parties' Post-Effective Date Costs Reserve Fund. If any balance remains in the Post-Effective Date Costs Reserve Fund after the payment of the Protected Parties' Post-Effective Date Costs in accordance with the Protected Parties' Post Effective Date Costs Procedures, such balance will be reallocated to the Settlement Trust Corpus.
- (d) **The Settlement Trust Corpus.** After establishing the Known Abuse Convenience Claims Reserve Fund, the Unknown Abuse Claims Reserve Fund, and the Protected Parties' Post-Effective Date Costs Reserve Fund, the remaining Settlement Trust Assets will be held in the Settlement Trust Corpus for Settlement Trust Distributions to, and payment of: (i) any Allowed Other Known Abuse Claim in Class 3, including the applicable Qualified Counsel Fees and Costs in accordance with Sections 4.3(d)(i) and 6.15 of the Plan; (ii) the fees and expenses of the Settlement Trustee and Abuse Claims Reviewer related to the Other Known

Abuse Claims in Class 3; (iii) any applicable Medicare Holdback as provided in Section 6.15(l) of the Plan; (iv) the Settlement Trust's obligations, if any, to defend, indemnify, or hold harmless, as provided in Section 6.15(k), 6.15(l) and 6.16 of the Plan; and (v) the Settlement Trust's obligations to pay the Protected Parties' Post-Effective Date Costs in accordance with Section 6.13 of the Plan.

ARTICLE 3
POWERS AND DUTIES OF SETTLEMENT TRUSTEE

Section 3.1 Powers and Duties. In addition to any other powers and discretions conferred on the Settlement Trustee by applicable trust law (to the extent not inconsistent with applicable Bankruptcy law and/or Plan), Plan, and Settlement Trust Agreement, the Settlement Trustee will have the following power and discretion:

- (a) To act as custodian of, receive, control, manage, liquidate, monetize and dispose of all Settlement Trust Assets for the Settlement Trust Beneficiaries as the Settlement Trustee deems appropriate to accomplish the purpose of the Settlement Trust, in accordance with the terms of the Settlement Trust Agreement, Allocation Protocol, and Plan.
- (b) To abandon any property, including any chose in action, which it determines in the Settlement Trustee's reasonable discretion to be of *de minimis* value or of more burden than value to the Settlement Trust.
- (c) To protect and enforce the rights in and to the Settlement Trust Assets by any method deemed appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy or similar law, and general principles of equity.
- (d) To enter into contracts in the course of administering the Settlement Trust Assets for liquidation and in conjunction with their disposition under the Settlement Trust Agreement, Allocation Protocol, and Plan.
- (e) To open and maintain bank accounts on behalf of the Settlement Trust, deposit funds therein and draw checks thereon, as appropriate under the Settlement Trust Agreement, Allocation Protocol, and Plan. Notwithstanding anything herein to the contrary, the Settlement Trustee may open and maintain bank accounts on behalf of the Settlement Trust after the date the Confirmation Order is entered, but prior to the Effective Date.
- (f) To obtain all reasonably necessary insurance coverage with respect to any property that is or may in the future become a Settlement Trust Asset.
- (g) To incur, on behalf of the Settlement Trust, and pay from the Settlement Trust Assets, all fees, costs and expenses of administering the Settlement Trust as provided in the Settlement Trust Agreement and Plan. Such fees, costs and expenses include the following: (i) the fees of bankruptcy management companies; (ii) the fees and costs of professionals employed by the Settlement Trust, such as the Abuse Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors; and (iii) the premiums charged by insurers, including, but not limited to, professional liability insurers.
- (h) To evaluate the Known Convenience Abuse Claims in Class 3 in accordance with Section 4.3(a) and (d) of the Plan, and make Settlement Trust Distributions according.
- (i) To direct the Abuse Claims Reviewer to evaluate both (i) the Other Known Abuse Claims in Class 3 in accordance with Allocation Protocol and Section 4.3(b) and (d) of the Plan,

and (ii) the Unknown Abuse Claims Class 4 in accordance with the Allocation Protocol and Section 4.4(a) of the Plan. The Settlement Trustee will make Settlement Trust Distributions accordingly.

- (j) To undertake the duties contained in the Non-Monetary Commitments.
- (k) In accordance with Section 6.8 of the Plan, the Settlement Trust will use reasonable efforts, consistent with the terms of the Settlement Trust Agreement and the fiduciary duties owed to Abuse Claimants who are Settlement Trust Beneficiaries, to enter into Settlement Trust Insurance Settlement Agreements with Non-Settling Insurers. The Settlement Trustee will determine applicable Settlement Trust Enhancements, if any, in accordance with Section 6.12 of the Plan.
- (l) In accordance with Section 6.9 of the Plan, at any time prior to the earlier to occur of (i) the first anniversary of the Effective Date, and (ii) the occurrence of the applicable Abuse Claim Discharge Date, the Settlement Trustee, in accordance with the Settlement Trust Documents, may authorize one or more Abuse Claimants holding either an Other Known Abuse Claims in Class 3, or Known Abuse Claims in Class 4, at such Abuse Claimants' expense, to proceed as a Litigation Claimant by commencing (or resuming prosecution of) an action in any court of competent jurisdiction solely for the purpose of determining any liability that any Protected Parties or Non-Settling Insurers may have with respect to such Abuse Claimant's Litigation Claim, the amount of that liability, and to pursue Claims against Non-Settling Insurers with respect to such Abuse Claimant's Litigation Claim; provided, however, that before authorizing such Abuse Claimant to proceed as a Litigation Claimant, the Settlement Trustee will both (i) consult with the Reorganized Debtor, and (ii) require the Abuse Claimant to deliver an executed Litigation Claimant Agreement in the form of Plan Supplement 6.9(c).
- (m) Reserve and hold a Litigation Claimant's allocated Settlement Trust Distribution in accordance with the Section 6.11 of the Plan.
- (n) In the Settlement Trustee's discretion, to rely on the authenticity of the signature of the Abuse Claims Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Abuse Claims Reviewer in the administration of the Allocation Protocol and assessment of the Abuse Claims in Class 3 or Class 4, without any verification, evaluation, or confirmation.
- (o) In the Settlement Trustee's discretion, as a party in interest, to seek enforcement of any provision of the Plan pertaining to the Settlement Trust, including, but not limited to, actions necessary to enforce the Settlement Trust's rights to any Litigation Claimant's settlement proceeds or other recoveries, in accordance with Sections 6.11 or 6.12 of the Plan.
- (p) To retain the Abuse Claims Reviewer, as well as any consultant, expert, accountant, investment advisor, or such other agents as are necessary and appropriate to effectuate the purpose of, and maintain and administer the Settlement Trust. The Settlement Trustee will be entitled to rely on advice given by such retained consultants, experts, accountants, advisors and agents within such retained Entity's areas of competence. In the event the Settlement Trustee retains counsel (including at the expense of the Settlement Trust), the Settlement Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event will the Settlement Trustee be deemed to have waived any right or privilege, including, without limitation, the attorney-

client privilege, even if the communications with counsel had the effect of guiding the Settlement Trustee in the performance of duties hereunder.

- (q) Subject to consultation with the Settlement Trust Advisory Committee, to remove the Abuse Claims Reviewer for cause. For purposes of the Settlement Trust Agreement, “cause” means (i) the willful and continued refusal by the Abuse Claims Reviewer to perform the Abuse Claims Reviewer’s duties as set forth in the Settlement Trust Agreement, Allocation Protocol, and Plan, (ii) gross negligence, gross misconduct, fraud, embezzlement, or theft, (iii) a breach of fiduciary duty, or (iv) other cause as the Settlement Trustee will determine in good faith. In the event the Abuse Claims Reviewer resigns, is removed, or is otherwise unable to perform the Abuse Claims Reviewer’s obligations, subject to consultation with the Settlement Trust Advisory Committee, the Settlement Trustee will have exclusive authority to appoint a new Abuse Claims Reviewer. Nothing contained in the Settlement Trust Agreement will prohibit the Settlement Trustee from also serving as the Abuse Claims Reviewer if the Settlement Trustee determines (subject to consultation with the Settlement Trust Advisory Committee) that serving as both the Settlement Trustee and Abuse Claims Reviewer is in the best interest of the Settlement Trust and the Abuse Claimants.
- (r) To make, sign, execute, acknowledge, and deliver any documents that may be necessary or appropriate to effectuate the purposes of the Settlement Trust Documents, or to maintain and administer the Settlement Trust.
- (s) To seek the examination of any Entity under, and subject to, the provisions of the Bankruptcy Rules, including Bankruptcy Rule 2004.
- (t) To File a motion with the Bankruptcy Court, with notice to the parties in interest, for a modification of the provisions of the Settlement Trust Agreement if the Settlement Trustee determines that such modification is necessary to conform to both legal and/or administrative requirements and the purposes of the Settlement Trust.
- (u) Before any Settlement Trust Settlement Trust Distribution is made to an Abuse Claimant, the Settlement Trustee will require each Abuse Claimant to deliver to the Settlement Trustee an executed Abuse Claim Release and Certification in the form of Plan Exhibit B.
- (v) Upon any event terminating the Settlement Trust, to defer any Settlement Trust Distributions for a reasonable time needed to wind up the affairs of the Settlement Trust, including time needed to provide for payment of debts and expenses, although the rights of Settlement Trust Beneficiaries will vest immediately.
- (w) To establish such accounts, funds, and reserves as required by the Plan, for ease of administration. Nothing in this provision will restrict the Settlement Trustee’s authority to pool such accounts, funds, or reserves for investment purposes or require separate bank accounts for such accounts, funds or reserves.
- (x) To be responsible for only that property delivered to the Settlement Trust, and have no duty to make, nor incur any liability for failing to make, any search for unknown property or liabilities.
- (y) To take any action required to enforce the Insurance Settlement Agreements.
- (z) To request an expedited determination of taxes of the Settlement Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Settlement Trust for all taxable periods through the dissolution of the Settlement Trust.

- (aa) To register and timely submit all reports under the reporting provisions of the MMSEA as required in the Plan or Settlement Trust Agreement.
- (bb) To comply with the Settlement Trust Distribution conditions and provisions that are contained in the Plan.

Section 3.2 Prevention and Detection of Fraud. In accordance with Section 6.20(n) of the Plan, the Settlement Trustee will propose procedures to identify fraudulent claims, considering factors the Settlement Trustee deems appropriate (and which may include a cost/benefit analysis) to the Bankruptcy Court for approval. The Settlement Trustee will work with the Abuse Claims Reviewer to institute auditing and other procedures to detect and prevent the allowance of Abuse Claims based on fraudulent submissions to the Settlement Trust. Submissions to the Settlement Trust must be signed under the pains and penalties of perjury and, to the extent of applicable law, the submission of a fraudulent submission to the Settlement Trust may violate the criminal laws of the United States, including the criminal provisions applicable to bankruptcy crimes, 18 U.S.C. § 152, and may subject those responsible to criminal prosecution in the District Court.

Section 3.3 Investment Guidelines. The Settlement Trustee may invest the Settlement Trust Assets in insured checking accounts, money market accounts, and certificates of deposit. The Settlement Trustee may not engage in any investments or activities inconsistent with the treatment of the Settlement Trust as a liquidating trust within the meaning of Treasury Regulation § 301.7701-4(d).

Section 3.4 Additional Limitations on the Settlement Trustee. Notwithstanding anything in the Settlement Trust Agreement to the contrary, the Settlement Trustee will not do or undertake any of the following:

- (a) Guaranty any debt;
- (b) Loan any of the Settlement Trust Assets;
- (c) Make any transfer or Settlement Trust Distribution other than those authorized by the Settlement Trust Agreement or Plan; or;
- (d) Engage in any trade or business.

ARTICLE 4

TERMINATION OF THE SETTLEMENT TRUST

Section 4.1 Pre-Effective Date Termination. The Settlement Trustee may terminate the Settlement Trust if (a) the Plan does not become effective within one (1) year from the date the Confirmation Order is entered by the Bankruptcy Court, or (b) the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code (the “**Pre-Effective Date Termination**”). Upon the Pre-Effective Date Termination of the Settlement Trust, the Settlement Trust Agreement will be null and void and of no force and effect, with the Settlement Trustee and the Archdiocese both discharged from any and all duties and obligations provided for in the Settlement Trust Agreement.

Section 4.2 Post-Effective Date Termination. The Settlement Trustee will terminate the Settlement Trust after (a) the Settlement Trustee’s liquidation, administration, and Settlement Trust Distribution of the Settlement Trust Assets in accordance with the Settlement Trust Agreement, Plan, Confirmation Order, and/or Allocation Protocol, and (b) the Settlement Trustee’s full performance of all other duties and functions set forth in the Settlement Trust Agreement and Plan (the “**Post-Effective Date Termination**”); provided, however, the Settlement Trust will terminate no later than the later of (a) the twentieth (20th) anniversary of the Effective Date, or (b) the death of the last Abuse Claimant who is a Settlement Trust Beneficiary.

Section 4.3 Procedures for Post-Effective Date Termination. After the Post-Effective Date Termination of the Settlement Trust and solely for the purpose of liquidating and winding up its affairs, the Settlement Trustee will continue to act as the Settlement Trustee until the Settlement Trustee's duties in the Settlement Trust Agreement have been fully performed. The Settlement Trustee will retain the books, records, documents, and files that will have been delivered to, or created by, the Settlement Trustee until Settlement Trust Distribution of all the Settlement Trust Assets. For purposes of this provision, the Settlement Trust Assets will be deemed distributed when the total amount remaining in the Settlement Trust is less than \$50,000 and the Settlement Trustee has decided that he or she can no longer make a cost efficient pro rata Settlement Trust Distribution of such Settlement Trust Assets to the Settlement Trust Beneficiaries. At the Settlement Trustee's discretion, all of the books, records, documents, and files may be destroyed at any time following the later of: (a) the first anniversary of the final Settlement Trust Distribution of the Settlement Trust Assets; or (b) the date until which the Settlement Trustee is required by applicable law to retain the books, records, documents, and files; provided, however, that, notwithstanding the foregoing, the Settlement Trustee will not destroy or discard any books, records, documents, or files relating to the Settlement Trust without first providing the Archdiocese and the Settlement Trust Beneficiaries reasonable written notice thereof.

Section 4.4 Post-Effective Date Termination Procedures. After termination of the Settlement Trust and solely for the purpose of liquidating and winding up the Settlement Trust's affairs, the Settlement Trustee will continue to act as Settlement Trustee until the Settlement Trustee's duties hereunder have been fully performed. The Settlement Trustee will retain the books, records, documents and files that will have been delivered to or created by the Settlement Trustee until Settlement Trust Distribution of all the Settlement Trust Assets. For purposes of this provision, Settlement Trust Assets will be deemed Distributed when the total amount remaining in the Settlement Trust is less than \$[50,000]. At the Settlement Trustee's discretion, all of such books, records, documents and files may be destroyed at any time following the later of: (a) the first anniversary of the final Settlement Trust Distribution of the Settlement Trust Assets; and (b) the date until which the Settlement Trustee is required by applicable law to retain such books, records, documents and files; provided, however, the Settlement Trustee will not destroy or discard any books, records, documents or files relating to the Settlement Trust without first providing the Archdiocese and the Settlement Trust Beneficiaries with reasonable written notice thereof.

Section 4.5 Post-Effective Date Termination Settlement Trust Distribution. Upon termination of the Settlement Trust, provided all fees and expenses of the Settlement Trust have been paid or provided for in full, the Settlement Trustee will deliver all funds and other investments remaining in the Settlement Trust, if any, including any investment earnings thereon to non-profit corporation that is doing business in Louisiana.

Section 4.6 Unclaimed Property. Before termination of the Settlement Trust as described in Section 6.20(o) of the Plan, the Settlement Trustee will contribute any Unclaimed Property to a non-profit corporation that is doing business in Louisiana.

Section 4.7 Discharge, Exculpation, and Exoneration. Upon termination of the Settlement Trust and accomplishing of all activities described in this Article, the Settlement Trustee and the Settlement Trustee's professionals will be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law or fraud of the Settlement Trustee or his designated agents or representatives). The Settlement Trustee may seek, at the expense of the Settlement Trust, an Order of the Bankruptcy Court confirming the discharges, exculpations, or exoneration referenced in this Section.

ARTICLE 5

LIMITATIONS ON LIABILITY, IMMUNITY, AND THE SETTLEMENT TRUST'S DEFENSE AND INDEMNITY OBLIGATIONS

Section 5.1 Limitations on Liability. Neither the Settlement Trustee nor any of the Settlement Trustee's duly designated agents, representatives or professionals will be liable for any act or omission taken or omitted to be taken by the Settlement Trustee in good faith, other than acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Settlement Trustee or the Settlement Trustee's designated agents or representatives. In connection with the performance of the Settlement Trustee's functions, and in the Settlement Trustee's sole and absolute discretion, the Settlement Trustee may consult with the Settlement Trustee's attorneys, accountants, financial advisors, and agents, and will not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Entities. Notwithstanding such authority, the Settlement Trustee will be under no obligation to consult with the Settlement Trustee's attorneys-at-law, accountants, financial advisors, or agents, and the Settlement Trustee's good faith determination not to do so will not result in the imposition of liability on the Settlement Trustee, unless such determination is based on the Settlement Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud.

Section 5.2 No Recourse against Settlement Trustee. No recourse will ever be had, directly or indirectly, against the Settlement Trustee personally, or against any employee, contractor, agent, or attorneys of the Settlement Trustee in accordance with the terms of the Settlement Trust Agreement or Plan, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or trust agreement whatsoever executed by the Settlement Trustee in implementation of the Settlement Trust Agreement or Plan, or by reason of the creation of any indebtedness by the Settlement Trustee under the Plan for any purpose authorized by the Settlement Trust Agreement or Plan, it being expressly understood and agreed that any such promise, contract, instrument, undertaking, obligation, covenant or trust agreement entered into by the Settlement Trustee, whether in writing or otherwise, will be enforceable only against, and be satisfied only out of, the Settlement Trust Assets, and will be evidence only of a right of payment out of the Settlement Trust Assets. Notwithstanding the foregoing, the Settlement Trustee may be held liable for the Settlement Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud. If liability on such grounds is established, recourse may be had directly against the Settlement Trustee. The Settlement Trust and Settlement Trustee will not be required to obtain a bond.

Section 5.3 Defense and Indemnity Obligations.

- (a) The Settlement Trust shall satisfy the additional defense and indemnification obligations that are provided in Sections 6.15(k), and 6.15(l) of the Plan.
- (b) In accordance with Section 6.16(c) of the Plan, the Settlement Trust will defend, indemnify, and hold harmless the Settlement Trustee and the Settlement Trustee's employees, contractors, agents, attorneys, accountants, or other professionals to the fullest extent that a corporation or trust organized under the laws of the State of [•] is entitled to indemnify and defend the Settlement Trustee and the Settlement Trustee's employees, contractors, agents, attorneys, accountants, or other professionals against all liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties under the Settlement Trust Documents and Plan; provided, however, neither the Settlement Trustee, nor the Settlement Trustee's employees, contractors, agents, attorneys, accountants, or other professionals will be defended, indemnified or held harmless in any way for any

liability, expense, Claim, damage or loss for which they are ultimately liable in accordance with Section 6.16(c) of the Plan.

- © In accordance with Section 6.16(d) of the Plan, the Settlement Trust will indemnify the Protected Parties and Settling Insurers for all reasonable attorneys' fees and costs incurred by such Protected Parties or Settling Insurers in upholding, defending, or enforcing the protection of the Channeling Injunction and Supplemental Settling Insurers' Channeling Injunction contained at Sections 12.5 and 12.6 of the Plan, respectively.

ARTICLE 6

COMPENSATION AND EXPENSE REIMBURSEMENT OF THE SETTLEMENT TRUSTEE AND THE SETTLEMENT TRUSTEE'S AGENTS

Section 6.1 Settlement Trustee Compensation. The Settlement Trustee will be entitled to receive compensation from the Settlement Trust Assets as detailed in Exhibit 1, as the same may be amended from time to time during the term of the Settlement Trust Agreement. Until and during the time the Chapter 11 Case is closed, such amendments, if any, will be Filed with a notice setting forth the proposed compensation for the Settlement Trustee for subsequent period(s). The payment of the fees and expenses of the Settlement Trustee will be made in the ordinary course of business and, unless otherwise required by an order of the Bankruptcy Court, will not be subject to the approval of the Bankruptcy Court. The Settlement Trustee will notify the Settlement Trust Advisory Committee of any increases in his or her hourly rate. The Settlement Trustee's compensation structure may be modified by agreement between the Settlement Trustee and Settlement Trust Advisory Committee.

Section 6.2 Compensation of Settlement Trust Professionals Retained by the Settlement Trustee. The fees and costs of professionals employed by the Settlement Trustee, including without limitation, the Abuse Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors, (the "Settlement Trust Professionals"), will be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services. The payment of the fees and expenses of the Settlement Trust Professionals will be made in the ordinary course of business and, unless otherwise required by an order of the Bankruptcy Court, will not be subject to the approval of the Bankruptcy Court, but such payment will be subject to the following procedures:

- (a) All Settlement Trust Professionals will deliver their invoices or fee statements (which invoices and/or fee statements will be reasonably detailed (but may include redactions for privilege) and, with respect to attorney fee statements, will not be provided in summary fashion) on a monthly basis via electronic mail to the Settlement Trustee before payment of such invoices or fee statements will be approved.
- (b) The Settlement Trustee and Settlement Trust Advisory Committee, as applicable, will have fourteen (14) days from the date of delivery of any invoice or fee statement to provide written notice of an objection to the invoice or fee statement to the Trust Professional or Settlement Trustee, as applicable, seeking compensation and/or reimbursement of expenses.
- (c) For an objection to an invoice or fee statement of a Trust Professional to be valid, it will set forth in reasonable detail the specific fees objected to and the basis for the objection, and be sent via electronic mail to the Settlement Trustee and the Trust Professional. The uncontested portion of each invoice or fee statement will be deemed approved and will be paid within twenty (20) days after its original delivery to the Settlement Trustee.

- (d) [Any objection to an invoice or fee statement that remains unresolved fifteen (15) days after it is made in writing may be submitted for resolution to the Bankruptcy Court (via motion on notice to the Settlement Trustee) by the party seeking payment.]

ARTICLE VII.

SETTLEMENT TRUST ADVISORY COMMITTEE

Section 6.3 Members. The Settlement Trust Advisory Committee will be appointed by the Creditors' Committee as of the Effective Date, to oversee certain actions of the Settlement Trustee as set forth herein. Upon the death or resignation of a member of the Settlement Trust Advisory Committee or removal for good cause shown, the remaining members of the Settlement Trust Advisory Committee may, but are not required to, fill the applicable vacancy on the Settlement Trust Advisory Committee with a new member, subject to the reasonable consent of the Settlement Trustee, which consent will not be unreasonably withheld.

Section 6.4 Term of Service. Upon the completion of all the Settlement Trustee's duties, responsibilities, and obligations under the Plan and the Settlement Trust Agreement, the Settlement Trust Advisory Committee will be automatically disbanded and its members will have no further duties, responsibilities, and obligations in connection with the Chapter 11 Case, or the Plan and its implementation.

Section 6.5 Reporting to the Settlement Trust Advisory Committee. After the Effective Date, and until the Settlement Trust Advisory Committee is disbanded, the Settlement Trustee will provide the Settlement Trust Advisory Committee with periodic updates on the progress of the Settlement Trustee and Abuse Claims Reviewer. Nothing herein will preclude the Settlement Trust Advisory Committee from reasonably requesting additional information from the Settlement Trustee in the exercise of the Settlement Trust Advisory Committee's duties under the Plan or Settlement Trust Agreement.

Section 6.6 Fiduciary. The members of the Settlement Trust Advisory Committee will act in a fiduciary capacity on behalf of the interests of all Abuse Claimants who are Settlement Trust Beneficiaries.

Section 6.7 No Compensation. Members of the Settlement Trust Advisory Committee will receive no compensation from the Archdiocese, the Settlement Trustee, or the Settlement Trust on account of their membership and service on the Settlement Trust Advisory Committee except for reimbursement of their reasonable and documented out of pocket expenses (which, for the avoidance of doubt, will *not* include the fees or expenses of any professionals retained individually by any member of the Settlement Trust Advisory Committee).

ARTICLE 7

SUCCESSOR SETTLEMENT TRUSTEES

Section 7.1 Vacancy Caused by Settlement Trustee Resignation or Removal.

- (a) The Settlement Trustee may resign at any time upon thirty (30) days' written notice to be Filed with the Bankruptcy Court. Within ten (10) Business Days after such resignation takes effect, the Settlement Trustee will deliver to the successor Settlement Trustee all of the Settlement Trust Assets which were in the possession of the Settlement Trustee along with a complete list of Settlement Trust Assets and a complete accounting of all transactions engaged by Settlement Trustee while serving as such.
- (b) The Bankruptcy Court may remove a Settlement Trustee upon finding that such Settlement Trustee has engaged in a serious breach of fiduciary duty. The removal will take effect upon the date the Bankruptcy Court specifies. Within ten (10) Business Days after such removal takes effect, Settlement Trustee will deliver to the successor Trustee (i) all Trust

Assets that were in the possession of Settlement Trustee, (ii) a complete list of Trust Assets, and (iii) a complete accounting of all transactions engaged in by Settlement Trustee while serving in such capacity.

Section 7.2 Outgoing Settlement Trustee Obligations. In the event of the resignation or removal of the Settlement Trustee, the outgoing Settlement Trustee will:

- (a) Execute and deliver, by the effective date of resignation or removal, such documents, instruments, records, and other writings as may be reasonably requested by the successor Settlement Trustee;
- (b) Deliver to the successor Settlement Trustee all documents, instruments, records and other writings relating to the Settlement Trust Assets as may be in the possession or under the control of the resigning or removed Settlement Trustee; and
- (c) Otherwise assist and cooperate in effecting the assumption of the resigning or removed Settlement Trustee's obligations and functions by the successor Settlement Trustee.

The resigning, removed, or departed Settlement Trustee hereby irrevocably appoints the successor Settlement Trustee (and any interim Settlement Trustee) as the Settlement Trustee's attorney-in-fact and agent with full power of substitution for the Settlement Trustee and the Settlement Trustee's name, place, and stead to do any and all acts that such resigning or removed Settlement Trustee is obligated to perform under the Settlement Trust Agreement. Such appointment will not be affected by the subsequent disability or incompetence of the Settlement Trustee making such appointment. The Bankruptcy Court also may enter such Orders as are necessary to affect the termination of the appointment of the Settlement Trustee and the appointment of the successor Settlement Trustee.

Section 7.3 Appointment of Successor Settlement Trustee. Any vacancy in the office of Settlement Trustee will be filled by the nomination of both (a) the Archdiocese, and (b) a majority of the members of the Settlement Trust Advisory. Such appointment is subject to the approval of the Bankruptcy Court, after notice and a hearing.

Section 7.4 Preservation of Record of Changes in Settlement Trustees. A copy of each instrument of resignation, removal, appointment and acceptance of appointment will be attached to an executed counterpart of the Settlement Trust Agreement.

ARTICLE 8

SETTLEMENT TRUSTEE REPORTING AND DISCHARGE

Section 8.1 Annual Accountings. The Settlement Trustee will prepare, at least annually, and upon termination of the Settlement Trust, a written accounting of the administration of the Settlement Trust listing the current assets (with fair market values) and detailing all transactions that occurred during the period covered by such accounting. Until the time the Chapter 11 Case is closed, each such accounting will be Filed with the Bankruptcy Court. Copies of such accountings will be provided to the Settlement Trust Advisory Committee, and will be available to the Settlement Trust Beneficiaries upon reasonable request.

Section 8.2 Approval of Accountings and Discharge of the Settlement Trustee. The Settlement Trustee may File with the Bankruptcy Court a motion for approval of any accounting described in Section 8.1 hereof. Upon the entry of an Order of the Bankruptcy Court approving any such accounting, the Settlement Trustee will be discharged from all liability, with respect to all assets listed and transactions detailed in such accounting, to the Settlement Trust, any Settlement Trust Beneficiary or any Entity who or which has had or may then or thereafter have a Claim against the Settlement Trust for acts or omissions in the Settlement Trustee's capacity as the Settlement Trustee, or in any other capacity contemplated by the Settlement Trust Documents or Plan.

ARTICLE 9
SECTION 468B SETTLEMENT FUND

Section 9.1 Generally.

- (a) In accordance with the Plan, the Settlement Trustee will take all reasonable steps to ensure that the Settlement Trust will qualify as, and remain, a “Designated” or “Qualified” settlement fund within the meaning of § 468B of the Internal Revenue Code of 1986, as amended (the “Tax Code”), and the regulations promulgated pursuant thereto. The Archdiocese is the “transferor” within the meaning of Treasury Regulation § 1.468B-1(d)(1). The Settlement Trustee will be classified as the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).
- (b) It is further intended that the transfers to the Settlement Trust will satisfy the “all events test” and the “economic performance” requirement of § 461(h)(1) of the Tax Code and Treasury Regulation § 1.461-1(a)(2).

Section 9.2 Employer Identification Number. Upon establishment of the Settlement Trust, the Settlement Trustee will apply for an employer identification number for the Settlement Trust in accordance with Treasury Regulation § 1.468B-2(k)(4).

Section 9.3 Relation-Back Election. If applicable, the Settlement Trustee and the Archdiocese will fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2), to treat the Settlement Trust as coming into existence as a settlement fund as of the earliest possible date.

Section 9.4 Filing Requirements. On behalf of the Settlement Trust, The Settlement Trustee will cause all required federal, state, and local tax returns to be filed, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1). The Archdiocese will file an election statement(s) satisfying the requirements of Treasury Regulation § 1.468B-1(k)(2)(ii), so that the Settlement Trust is treated as a grantor trust under § 671 of the Tax Code and the regulations promulgated thereunder. The election statement will be included with the Settlement Trust’s first timely filed trust income tax return. The Archdiocese will supply to the Settlement Trustee and to the Internal Revenue Service the statement described in Treasury Regulation § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which the Archdiocese made a transfer to the Settlement Trust.

Section 9.5 Broad Powers of the Settlement Trustee. The Settlement Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as the Settlement Trustee deems necessary to reasonably ensure that the Settlement Trust is treated as a “Designated” or “Qualified” settlement fund under § 468B of the Tax Code and the regulations promulgated pursuant thereto. Further, unilaterally and without Order, the Settlement Trustee may amend, either in whole or in part, any administrative provision of the Settlement Trust Agreement that causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

ARTICLE 10
ADDITIONAL PROVISIONS REGARDING THE SETTLEMENT TRUST BENEFICIARIES

Section 10.1 Names and Addresses. The Settlement Trustee will keep a register (the “Register”) in which the Settlement Trustee will at all times maintain the names and addresses of the Abuse Claimants who are Settlement Trust Beneficiaries and the Settlement Trust Distributions made to each such Settlement Trust Beneficiaries pursuant to the Plan. The Settlement Trustee may rely upon this Register for the purposes of delivering Settlement Trust Distributions or notices. In preparing and maintaining this Register, the Settlement Trustee may rely on the name and address of each Abuse Claimant as set forth in

a Proof of Claim Filed by such Abuse Claimant, or proper notice of a name or address change, which has been delivered by such Abuse Claimant to the Settlement Trustee. The Settlement Trustee may deliver Settlement Trust Distributions and notices to counsel for any Abuse Claimant who is a Settlement Trust Beneficiary identified in such Settlement Trust Beneficiary's Proof of Claim or proper notice of a name or address change.

Section 10.2 Rights of the Settlement Trust Beneficiaries. Each Settlement Trust Beneficiary will be entitled to participate in the rights due to a Settlement Trust Beneficiary hereunder and under the Plan. The rights of a Settlement Trust Beneficiary will, upon the death or incapacity of an individual Settlement Trust Beneficiary, pass to the legal representative of such Settlement Trust Beneficiary, and such death, insolvency or incapacity will not terminate or affect the validity of the Settlement Trust Agreement. A Settlement Trust Beneficiary will have no title to, right to, possession of, management of, or control of the Settlement Trust Assets, or any right to call for a partition or division of the Settlement Trust Assets. Title to all the Settlement Trust Assets will be vested in the Settlement Trust, and the sole interest of the Settlement Trust Beneficiaries will be the rights and benefits given to such Entities under the Settlement Trust Agreement and Plan.

Section 10.3 Limitations on the Settlement Trust Beneficiaries. The Settlement Trust Beneficiaries are subject to, and must comply with, the terms of the Plan, the Confirmation Order, and the Settlement Trust Agreement. Settlement Trust Beneficiaries who are also Other Known Abuse Claimants in Class 3 or Known Abuse Claimants in Class 4 are also subject to, and must comply with, the Allocation Protocol.

Section 10.4 Settlement Trust Distribution Special Requirements. The Settlement Trustee must comply with the special Settlement Trust Distribution requirements contained in Section 6.15 of the Plan.

Section 10.5 Tax Identification Numbers. The Settlement Trustee may require any Settlement Trust Beneficiary to furnish to the Settlement Trustee the Settlement Trust Beneficiary's employer or taxpayer identification number or social security number as assigned by the IRS, and such other records or documents necessary to satisfy the Settlement Trustee's tax reporting obligations (including, but not limited to, certificates of non-foreign status). The Settlement Trustee may condition the payment of any Settlement Trust Distribution to any Settlement Trust Beneficiary or Qualified Counsel upon receipt of such number and records or documents.

ARTICLE 11 **MISCELLANEOUS PROVISIONS**

Section 11.1 Interpretation. As used in the Settlement Trust Agreement, words in the singular include the plural and words in the plural include the singular. The masculine, feminine and neuter genders will be deemed to include all genders. The descriptive heading for each paragraph and subparagraph of the Settlement Trust Agreement are for the reader's convenience and will not affect the interpretation or the legal efficacy of the Settlement Trust Agreement.

Section 11.2 The Plan and Confirmation Order. Nothing in the Settlement Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunctions or other terms of the Plan or Confirmation Order. The Confirmation Order and Plan, including, but not limited to, the miscellaneous provisions in Article 14 of the Plan, are incorporated into the Settlement Trust Agreement.

Section 11.3 Invalidity and Unenforceability. If any term or provision of the Settlement Trust Agreement will be invalid or unenforceable, the remainder of the Settlement Trust Agreement will not be affected thereby, and each remaining term and provision will be valid and enforced to the fullest extent

permitted by the law. If the fulfillment of any obligation imposed by the Settlement Trust Agreement will result in a violation of law, then the obligation to be fulfilled will be reduced, *ipso facto*, by the least amount necessary to allow compliance with the law.

Section 11.4 Notices. All notices or deliveries required or permitted hereunder will be given as directed in the Plan, to the following:

If to the Settlement Trust or Settlement Trustee:

[•]

If to an Abuse Claimant:

Counsel who signed the Settlement Trust Beneficiary's Proof of Claim or, for an unrepresented Abuse Claimant, to the address for the Creditor as provided in the Proof of Claim.

If to the Settlement Trust Advisory Committee:

[•]

If to the Archdiocese or Reorganized Archdiocese:

[•]

If to any other Protected Party:

[•]

Section 11.5 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to the Settlement Trust Agreement will affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy will not constitute a waiver of alternative remedies.

Section 11.6 Reimbursement of Costs. If the Settlement Trustee or Settlement Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of the Settlement Trust Agreement or the enforcement thereof, the Settlement Trustee or the Settlement Trust, as the case may be, will be entitled to collect any and all costs, reasonable and documented expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action.

Section 11.7 Entirety of Settlement Trust Agreement. The Settlement Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter hereof. The Settlement Trust Agreement, the Plan, the Allocation Protocol, the Confirmation Order, and any exhibits or supplements to the foregoing, contain the sole and entire Settlement Trust Agreement and understanding with respect to the matters addressed therein.

Section 11.8 Counterparts. The Settlement Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on such counterparts appeared on one document, each of which will be deemed an original, but all of which together will constitute the same instrument.

Section 11.9 Captions. The captions of Articles and Sections are included for convenience only and are to be disregarded in interpreting the Settlement Trust Agreement.

Section 11.10 Independent Legal and Tax Counsel. All parties to the Settlement Trust Agreement have been represented by counsel and advisors of their own selection in this matter. Consequently, the parties agree that the language in all parts of the Settlement Trust Agreement will in all cases be construed as a whole according to its fair meaning and neither strictly for nor against any party.

IT IS SPECIFICALLY ACKNOWLEDGED AND UNDERSTOOD THAT THE SETTLEMENT TRUST AGREEMENT HAS NOT BEEN SUBMITTED TO, NOR REVIEWED OR APPROVED BY, THE INTERNAL REVENUE SERVICE OR THE TAXING AUTHORITIES OF ANY STATE OR TERRITORY OF THE UNITED STATES OF AMERICA. THE PROTECTED PARTIES, SETTLING INSURER ENTITIES, AND THE SETTLEMENT TRUSTEE, AND THEIR RESPECTIVE PROFESSIONALS, MAKE NO REPRESENTATION OR WARRANTY THAT SETTLEMENT TRUST DISTRIBUTIONS TO CREDITORS HOLDING ABUSE CLAIMS OR THEIR PROFESSIONALS, INCLUDING, BUT NOT LIMITED TO, QUALIFIED COUNSEL, WILL HAVE ANY PARTICULAR TAX TREATMENT.

Section 11.11 Applicable Law. The Settlement Trust Agreement will be administered under, governed by, and enforced according to the laws of the State of Louisiana applicable to contracts and trust agreements made and to be performed therein; provided, however, that (a) all matters of federal tax law and the Settlement Trust’s compliance with § 468B of the Tax Code and Treasury Regulations thereunder will be governed by federal tax law, (b) all matters of federal bankruptcy law will be governed by federal bankruptcy law, and (c) all matters related to the creation of the Settlement Trust will be governed by the laws of the State of Louisiana.

Section 11.12 Jurisdiction. The Bankruptcy Court will have exclusive original jurisdiction over all matters related to the Settlement Trust Agreement or the Plan Documents.

IN WITNESS WHEREOF, the Archdiocese and the Settlement Trustee execute the Settlement Trust Agreement as of the date set forth in the opening paragraph.

THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS

By: _____

Printed Name: _____

Title: _____

THE SETTLEMENT TRUSTEE

By: _____

Printed Name: _____

Title: _____

EXHIBIT 1

SETTLEMENT TRUSTEE'S COMPENSATION

[TO BE PROVIDED]

PLAN EXHIBIT C-2

SETTLEMENT TRUST DISTRIBUTION PROTOCOL

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Settlement Trust Distribution Protocol (the “**Allocation Protocol**”), capitalized terms used herein will have the meanings given them in the *Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans, dated as of September 13, 2024*, as the same may be amended or supplemented (the “**Plan**”). In addition to the definitions in the Plan, the following capitalized terms will have the following meanings:

“**Adult Other Known Abuse Claimant**” means any Abuse Claimant who holds an Other Known Abuse Claim and who was the victim of Abuse by a Perpetrator of the Debtor for the first time on or after the date that such Abuse Claimant was eighteen (18) years of age.

“**Adult Unknown Abuse Claimant**” means any Abuse Claimant who holds an Unknown Abuse Claim and who was the victim of Abuse by a Perpetrator of the Debtor for the first time on or after the date that such Abuse Claimant was eighteen (18) years of age.

“**Known Abuse Convenience Claim Amount**” is \$25,000, as provided in the Plan.

“**Perpetrator of the Debtor**” means an individual (a) who was an employee or other agent of the Debtor or any other Protected Party at the time such individual committed an act of Abuse, or (b) for whom or for whose actions the Debtor or any other Protected Party was otherwise responsible.

“**Prescriptive Period**” means the statute of limitations, prescriptive period, and/or preemption period that is applicable to an Abuse Claim, to be determined by reference to the jurisdiction where such Abuse Claim was pending on the Petition Date, or where such Abuse Claim could have been timely and properly Filed as asserted by the Abuse Claimant under applicable law, including under any applicable Rival Window Laws.

ARTICLE 2
PURPOSE

The purpose of this Allocation Protocol is to provide guidance to the Abuse Claims Reviewer on determining the amount of each Abuse Claim and Unknown Abuse Claim under the Plan by assigning to each such Claim a value pursuant to the Evaluation Factors below. The range of values set forth in the evaluation factors contained herein, and the discretion given to the Abuse Claims Reviewer to determine and to adjust the value to be assigned to a particular Abuse Claim, are intended to reflect the relative values of Other Known Abuse Claims in Class 3 and Unknown Abuse Claims in Class 4. This Allocation Protocol does not apply to any distribution or payment to any Creditor other than the Known Abuse Claimants and Unknown Abuse Claimants.

ARTICLE 3
RULES OF INTERPRETATION AND GENERAL GUIDELINES

Section 3.1 Abuse Claims Reviewer. The Abuse Claims Reviewer will conduct a review of each Abuse Claim and, according to the guidelines set forth of this Allocation Protocol, will make the following determinations: (a) whether a Known Abuse Convenience Claim is an Allowed Abuse Claim in accordance with the standard set forth in the Plan; (b) whether an Other Know Abuse Claim is an Allowed Abuse Claim, and, if so the amount of the Settlement Trust Distribution that should be made on account of such Allowed Abuse Claim; and (c) whether a Unknown Know Abuse Claim is an Allowed Abuse Claim,

and, if so the amount of the Settlement Trust Distribution that should be made on account of such Allowed Abuse Claim.

Section 3.2 Settlement Trust Distributions. Pursuant to the Plan, the Settlement Trust Distributions will be paid from the following: (a) Abuse Claimants holding Allowed Known Abuse Convenience Claims will be receive Settlement Trust Distributions solely from the Known Abuse Convenience Claim Reserve Fund; (b) Abuse Claimants holding Allowed Other Known Abuse Claims will receive Settlement Trust Distributions solely from the Settlement Trust Corpus; and (c) Abuse Claimants holding Allowed Unknown Abuse Claims will receive Settlement Trust Distributions solely from the Unknown Abuse Claims Reserve Fund.

Section 3.3 Sole and Exclusive Method. The Plan, the Settlement Trust, and this Allocation Protocol are the sole and exclusive methods by which a Known Abuse Claimant or Unknown Abuse Claimant may recover Settlement Trust Distributions or other compensation on account of an Abuse Claim against any Protected Party or Settling Insurer. For the avoidance of doubt, an authorized Litigation Claimant may also pursue his or her Litigation Claim subject to the provisions of Section 6.9 of the Plan and the Litigation Claimant Agreement (Plan Supplement 6.9).

Section 3.4 Conflict with Plan. The terms of the Plan (as it may be amended or modified) will prevail if there is any conflict between the terms of the Plan and this Allocation Protocol.

Section 3.5 Withdrawal of Abuse Claims. An Abuse Claimant can irrevocably withdraw an Abuse Claim at any time, upon written notice to the Settlement Trustee and the Reorganized Debtor. After withdrawal, the Abuse Claim cannot be reasserted against the Settlement Trust, including, but not limited to, asserting or Filing an Unknown Abuse Claim.

Section 3.6 Res Judicata Effect. The Abuse Claims Reviewer's determination regarding an Abuse Claim shall have no preclusive, res judicata judicial estoppel or similar effect outside of this Case as to any third party. The Abuse Claims Reviewer's determination shall not be used against any Abuse Claimant in any other matter, case or proceeding.

Section 3.7 Abuse Claim Release and Certification and Dismissal of Pending Litigation. No Abuse Claimant shall receive a Settlement Trust Distribution until such Abuse Claimant has executed and delivered to the Settlement Trust the Abuse Claim Release and Certification Agreement (Plan Exhibit B). For the avoidance of doubt, nothing herein shall require an Abuse Claimant to release any Entity that is not a Protected Party or a Settling Insurer. Upon the occurrence of the applicable Abuse Claim Discharge Date, the subject Abuse Claim asserted against the Archdiocese and/or any other Protected Party shall be dismissed, with prejudice, and without fees and costs being recoverable against the Archdiocese, the Reorganized Archdiocese, any other Protected Party, or any Settling Insurer.

Section 3.8 Confidentiality and Privilege. All information that the Abuse Claims Reviewer receives from any source about any Abuse Claim:

- (a) will be held in strict confidence by the Abuse Claims Reviewer and will not be disclosed absent, after notice and an opportunity to be heard, (i) an Order of the Bankruptcy Court if the Chapter 11 Case is open, or an order of a court of competent jurisdiction if the Chapter 11 Case is closed, or (ii) the written consent of the Abuse Claimant (or such Abuse Claimant's counsel of record) and the Reorganized Debtor; and
- (b) will be subject to a mediation privilege, and receipt of such information by the Abuse Claims Reviewer will not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

ARTICLE 4
ALLOWED KNOWN ABUSE CONVENIENCE CLAIMS

A Known Abuse Convenience Claim will be Allowed if the Abuse Claims Reviewer determines that such Abuse Claimant has established a *prima facie* case regarding his or her Abuse Claim in accordance the Plan based on (a) the completed Known Abuse Convenience Claim Sworn Statement, and (b) any Abuse Proof of Claim Filed by or on behalf of the applicable Known Abuse Claimant. Upon Allowance, the Known Abuse Claimant will be paid the Known Abuse Convenience Claim Amount solely from the Known Abuse Convenience Claims Reserve Fund. The Abuse Claims Reviewer's determination of whether a Known Abuse Convenience Claim is Allowed is final and not subject to any further reconsideration, review or appeal by any party, including a court.

ARTICLE 5
ALLOWED OTHER KNOWN ABUSE CLAIMS

Section 5.1 Proof of Other Known Abuse Claims. The Abuse Claims Reviewer will consider all of the facts and evidence presented by an Other Known Abuse Claimant in the applicable Known Abuse Claimant's Filed Abuse Proof of Claim.

Section 5.2 Abuse Proofs of Claim and Supplemental Evidence and Information. The Archdiocese shall provide electronic copies of all Sexual Abuse Proof of Claim forms (including any attachments thereto and as the same may have been amended from time to time) to the Abuse Claims Reviewer. Abuse Claimants holding Other Known Abuse Claims may provide supplemental evidence and information to the Abuse Claims Reviewer pursuant to the below procedures:

- (a) The Abuse Claims Reviewer will consider all of the facts and evidence presented by the Abuse Claimant holding an Other Known Abuse Claimant. It is recognized, however, that many Abuse Claimants holding such Claims may not have such documents as medical or counseling records. In making his findings, the Abuse Claims Reviewer will not distinguish in terms of weight or value between documentary evidence and a Supplemental Submission (as defined below) via video. One is not necessarily more or less valuable than the other. The presence or absence of such documents will not, alone, advantage or disadvantage the Abuse Claimant holding an Other Known Abuse Claimant if the Abuse Claims Reviewer finds that the information presented is otherwise reliable and credible.
- (b) The Abuse Claims Reviewer is authorized to request additional information from any Abuse Claimant holding an Other Known Abuse Claim. Failure to respond to such request will not be construed against such Abuse Claimant.
- (c) Each Abuse Claimant holding an Other Known Abuse Claim will have the opportunity to submit a written statement (a "**Supplemental Submission**") to the Abuse Claims Reviewer or his designated assistant(s), provided that, any such Abuse Claimant may opt out of providing a Supplemental Submission at any time. The Abuse Claims Reviewer will establish a deadline (the "**Submission Deadline**") of no less than thirty (30) days for an Abuse Claimant holding an Other Known Abuse Claim to submit Supplemental Submissions to the Abuse Claims Reviewer. Notice of the Submission Deadline (the "**Supplement Notice**") will provide, among other things, the method for submission of Supplemental Submissions.
- (d) The Supplemental Submission will be no longer than 10 pages in length, single sided, double spaced with 12-point font; provided, however, that an Abuse Claimant holding an Other Known Abuse Claim who is not represented by counsel may submit a handwritten

Supplemental Submission not to exceed 10 single sided pages in length. A Supplemental Submission will be submitted by the Submission Deadline unless the Abuse Claims Reviewer determines, in his sole discretion, there is good cause for delay. The Abuse Claims Reviewer, in his sole discretion, may permit an Abuse Claimant holding an Other Known Abuse Claim to exceed the page limit for the Supplemental Submission. Abuse Claimants holding an Other Known Abuse Claim may submit either (i) a Supplemental Submission to the Abuse Claims Reviewer, in lieu of a written statement, via video that is no more than ten minutes in length, or (ii) either a written or video Supplemental Submission. A video submission may only record the Abuse Claimant holding an Other Known Abuse Claim, and may not record any other person, including an agent or representative of such Abuse Claimant; provided, however, a video may include a recording of the deposition of an Abuse Claimant holding an Other Known Abuse Claim provided such recording is not more than ten minutes in length. If an Abuse Claimant holding an Other Known Abuse Claim declines to submit a written or video Supplemental Submission, such declination will not be held against the Known Abuse Claimant or be used as grounds to discount his or her Abuse Claim. The medium of the Supplemental Submission (whether in writing or by video) will not advantage or disadvantage an Abuse Claimant holding an Other Known Abuse Claimant.

- (e) The Prescriptive Period and the choice of law determination applicable to an Other Known Abuse Claim will be determined by reference to the jurisdiction where such Other Known Abuse Claim was pending on the Petition Date, or where such Other Known Abuse Claim could have been timely and properly Filed as asserted by such Abuse Claimant under applicable law.

Section 5.3 Guidelines for Allocation for Other Known Abuse Claims.

- (a) **Initial Evaluation.** The Abuse Claims Reviewer will consider whether the Abuse Claimant holding an Other Known Abuse Claim has proven, by a preponderance of the evidence, that the Abuse was perpetrated by a Perpetrator of the Debtor. The Abuse Claims Reviewer will give notice to the Abuse Claimant and Settlement Trustee if the Abuse Claims Reviewer determines that such Abuse Claimant has not met the burden of proof, the Abuse Claims Reviewer will provide such Abuse Claimant a reasonable opportunity to provide facts and/or legal basis to establish that the burden of proof has been met. The Reorganized Debtor and the other Protected Parties are required to cooperate with any information or discovery request by an Abuse Claimant holding an Other Known Abuse Claim that is related to the Abuse Claims Reviewer's determination that such Abuse Claimant has not met his or her burden of proof. On request of the Settlement Trustee, the Abuse Claims Reviewer will evaluate the Other Known Abuse Claim pursuant to Section 5.2(d) of this Allocation Protocol, to allow the Settlement Trustee to reserve sufficient amounts to pay the Other Known Abuse Claim if the Abuse Claims Reviewer subsequently determines that the Abuse Claimant has met the burden of proof hereunder.
- (b) **Adult Other Known Abuse Claimants.** Each Adult Other Known Abuse Claimant must submit a written statement (no longer than 10 pages in length, single sided, double spaced with 12-point font) regarding whether he or she is a survivor of Abuse that occurred within the applicable Prescriptive Period. If an Adult Other Known Abuse Claimant's Abuse Claim is based on acts that are outside of the applicable Prescriptive Period, the Abuse Claims Reviewer, in his sole discretion, will reduce the points award for such Abuse Claim in an amount between [•]% and [•]%, and the Abuse Claims Reviewer will reduce the points award by [•]% to any Adult Other Known Abuse Claimant who fails to submit the required written statement. The deadline to submit the written statement will be the

Submission Deadline provided upon notice by the Abuse Claims Reviewer to the Adult Other Known Abuse Claimant.

- (c) **Released Other Known Abuse Claims.** With respect to any Abuse Claimant holding an Other Known Abuse Claim who previously released the Archdiocese from liability (a “**Releasor**”), the Abuse Claims Reviewer will assess whether such Releasor has proven by a preponderance of the evidence that:
- (i) such Releasor was not represented by counsel at the time such release was executed (the “**Release Date**”); and
 - (ii) (A) any payment received by such Abuse Claimant in consideration of the release was unjust under the circumstances, (B) such Releasor was incapacitated or disabled as of the Release Date, or (C) such Releasor was fraudulently induced to execute the release.

A Releasor must submit a written statement (no longer than 10 pages in length, single sided, double spaced with 12-point font) with respect to his or her Other Known Abuse Claim asserted after such Abuse Claimant executed a release in favor of the Archdiocese. The Abuse Claims Reviewer will award zero (0) points for any applicable Releasor that fails to submit such statement. The deadline to submit such statement will be the Submission Deadline provided upon notice by the Abuse Claims Reviewer to the Releasor. The Settlement Trustee will deduct the amount received by any Releasor in exchange for the release from such Abuse Claimant’s award under this Allocation Protocol. Any Releasor who fails to provide written evidence of the amount received in exchange for executing such a release within thirty (30) days of a written request for such information by the Settlement Trustee will be awarded zero (0) points.

- (d) **Evaluation Factors.** Each Other Known Abuse Claim will be evaluated by the Abuse Claims Reviewer, and will be scored on a scale of up to 110 based on the following factors:¹
- (i) **Nature of the Abuse**
 - (1) Duration;
 - (2) Frequency/number of instances;
 - (3) Degree of intrusiveness into child’s body (*e.g.* clothed/unclothed, masturbation by or of Perpetrator of the Debtor, oral penetration, anal penetration, vaginal penetration);
 - (4) Level or severity of force/violence/coercion/threats;
 - (5) Control of environment (*e.g.* boarding school, orphanage, trip under supervision of Perpetrator of the Debtor, day school, employment relationship with Perpetrator of the Debtor);
 - (6) Number of Perpetrators of the Debtor that abused the Abuse Claimant;
 - (7) Physical pain suffered;
 - (8) Grooming; and/or
 - (9) Additional factors that may be provided by the Abuse Claimant.

¹ These Evaluation Factors also apply to the Abuse Claims Reviewer’s evaluation of the Unknown Abuse Claims, as provided in Article 8 of this Protocol.

- (ii) **Impact of Abuse**
 - (1) School behavior problems;
 - (2) School academic problems;
 - (3) Getting into legal trouble as a minor;
 - (4) Loss of faith;
 - (5) Damage to family relationships/ interpersonal difficulties;
 - (6) Mental health symptoms, including:
 - a. Depression;
 - b. Suicide Attempt and suicidal ideation;
 - c. Anxiety;
 - d. Substance abuse;
 - e. Sexual acting out;
 - f. Runaway;
 - g. Flashbacks; and/or
 - h. Nightmares; and/or
 - (7) Adult and current functioning:
 - a. Criminal record as an adult;
 - b. Underemployment/unemployment;
 - c. Relationship problems
 - d. Substance abuse;
 - e. Sexual acting out;
 - f. Runaway;
 - g. Flashbacks; and/or
 - h. Nightmares; and/or
 - (8) The risk of the foregoing factors affecting the Known Abuse Claimant in the future based on the Known Abuse Claimant's age at the present time.
 - (9) The Abuse Claims Reviewer will not consider the mere fact that an Other Known Abuse Claimant has been or is incarcerated in the review of the Abuse Claim *unless* an element of the crime for which such Abuse Claimant was convicted includes any type of fraud or misrepresentation.

Section 5.4 Additional Factors for Other Known Abuse Claims. When evaluating an Other Known Abuse Claim, the Abuse Claims Reviewer will consider an Abuse Claimant's level of participation in public/litigation events related to his or her Abuse Claims, including, but not limited to, the following:

- (a) Leadership role in organizations dedicated to assisting Abuse survivors

- (b) Participation in litigation against the Debtor before the Petition Date;
- (c) Participation in criminal proceedings against a Perpetrator of the Debtor; and/or
- (d) Participation by the Known Abuse Claimant personally in the Chapter 11 Case.

Section 5.5 Non-Compensatory Damages and Other Theories of Liability. It is understood and agreed that the payment under the Plan pursuant to this Allocation Protocol is on account of alleged past, current, and future personal physical injury or physical sickness, including, but not limited to, any alleged emotional distress originating from or attributable to that personal physical injury or physical sickness, within the meaning of 104(a)(2) of the Internal Revenue Code of 1986, as amended.

Section 5.6 Prescriptive Period. In evaluating Other Known Abuse Claims, the Abuse Claims Reviewer will disregard any considerations related to the applicable Prescriptive Period applicable to such Abuse Claim other than with respect to an Abuse Claim of an Adult Other Known Abuse Claimant pursuant to Section 5.2(b) hereof.

ARTICLE 6

SETTLEMENT TRUST DISTRIBUTIONS TO HOLDERS OF OTHER KNOWN ABUSE CLAIMS

The Abuse Claims Reviewer will arrive at a point total for each Abuse Claimant holding an Other Known Abuse Claim considering the above factors. The Settlement Trustee Trust will calculate the value of an individual “point” after all Known Abuse Claims have been reviewed. The point value will be determined by dividing (a) the total amount of dollars in the amount funded to the Settlement Trust for the Other Known Abuse Claims by (b) the total number of points among all of the individual Other Known Abuse Claims. By way of example, if there are 50 Abuse Claimants awarded a total of 10,000 points, with a total settlement fund of \$[•] million, each point would be valued at \$[•].

ARTICLE 7

ADJUSTMENTS REGARDING OTHER KNOWN ABUSE CLAIMS

The Abuse Claims Reviewer will adjust all Other Known Abuse Claims as follows:

Section 7.1 No Award for Non-Abuse. The Abuse Claims Reviewer will allocate points only for Abuse Claims, subject to Section 9.3 of this Allocation Protocol. Zero (0) points will be allocated for any Claim that is not an Abuse Claim.

Section 7.2 Late-Filed Abuse Claims. The Abuse Claims Reviewer will assess Abuse Claims Filed after the Abuse Claims Bar Date until the Confirmation Date (any such Abuse Claim, a “**Late-Filed Abuse Claim**” and the Abuse Claimant, a “**Late Claimant**”). A Late Claimant must submit a written statement (no longer than 10 pages in length, single sided, double spaced with 12-point font) with respect to any Late-Filed Abuse Claim. The Late-Filed Abuse Claims are listed on **Schedule 1** hereto. The deadline to submit such statement will be the Submission Deadline provided upon notice by the Abuse Claims Reviewer to the Late Claimant. The Abuse Claims Reviewer will award zero (0) points for any Late Claimant that fails to submit such statement. An Abuse Proof of Claim Filed after [•] and before [•] is not a Late-Filed Abuse Claim, and The Abuse Claims Reviewer will assess such Abuse Claim as if it were Filed on or before [•]. The Abuse Claims Reviewer (a) will reduce any Late Claim by [•]%, and (b) may, in his sole discretion based on the Late Claimant’s statement, reduce the points awarded to any Late-Filed Abuse Claim by up to [•]%. For example, if the Abuse Claims Reviewer assesses a Late-Filed Abuse Claim at 100 points, he will reduce the assessment to [•] points and may, in his sole discretion based on the Late Claimant’s statement, further reduce the assessment but he may not assess it to less than [•] points.

ARTICLE 8
UNKNOWN ABUSE CLAIMS

Section 8.1 Filing of Unknown Abuse Claim. An Unknown Abuse Claimant may assert an Unknown Abuse Claim by F a claim form with the Settlement Trustee. Such form will be substantially similar to the form attached hereto as **Schedule 2**. The Settlement Trustee will transmit a copy of any such claims received to the Abuse Claims Reviewer within a reasonable time after receipt thereof.

Section 8.2 Settlement Trust Distributions on Account of Unknown Abuse Claims. The Abuse Claims Reviewer will evaluate each Unknown Abuse Claim and will determine the number of points, if any, which should be allocated to each Abuse Claimant under the guidelines set forth in this Article 8 and Section 5.2(d) hereof.

Section 8.3 Additional Information Regarding Unknown Abuse Claim. The Abuse Claims Reviewer, including through the Settlement Trustee, will provide each Unknown Abuse Claimant thirty (30) days' notice of the opportunity to provide documentary information to the Abuse Claims Reviewer (the "**Unknown Abuse Claim Submission Deadline**"); provided, however, that the Abuse Claims Reviewer may grant extensions of time for good cause shown upon written application (including via email) before the Unknown Abuse Claim Submission Deadline. Unless the Abuse Claims Reviewer requests documentary information, the failure to submit any documentary information will not be grounds for denial or reduction of any Unknown Abuse Claimant's allocation. A failure to respond to the Abuse Claims Reviewer's request for documentary information may be grounds for denial or reduction of the Unknown Abuse Claimant's allocation

Section 8.4 Review Period. The Abuse Claims Reviewer will only evaluate Unknown Abuse Claim, if any, that are Filed or otherwise asserted within [•] years of the Effective Date.

Section 8.5 Additional Guidelines for Use of Allocation Protocol for Unknown Abuse Claims.

- (a) **Initial Evaluation.** Before determining an Unknown Abuse Claimant's point award in accordance with Section 5.2(d) hereof, the Abuse Claims Reviewer will consider the degree to which each Unknown Abuse Claimant has proven, by a preponderance of the evidence, that such Unknown Abuse Claimant was abused and that such Unknown Abuse Claimant's Abuse was perpetrated by a Perpetrator of Debtor. The Abuse Claims Reviewer will also determine whether the Unknown Abuse Claimant may be designated as an Unknown Abuse Claimant under the terms of the Plan (including the definition of Unknown Abuse Claimant).

The Abuse Claims Reviewer will have sole discretion to determine that an Unknown Abuse Claimant has proven that such Abuse Claimant was both abused and abused by a Perpetrator of the Debtor. Nothing herein will prohibit the Abuse Claims Reviewer from requesting information about a particular Unknown Abuse Claimant from the Settlement Trustee or the Settlement Trustee's counsel.

The Abuse Claims Reviewer should consider the coherence, credibility, and consistency of each Unknown Abuse Claimant's account of the Abuse, and should consider any and all evidence that may enhance or diminish the reliability of such Abuse Claim.

- (b) **Nature, severity, and impact of the Abuse.** Each Unknown Abuse Claimant will be evaluated by the Abuse Claims Reviewer and scored according to the evaluation factors set forth in Section 5.2(d) hereof and this Article 8. If an Unknown Abuse Claimant does not provide the Abuse Claims Reviewer with additional documentary information that may be requested by the Abuse Claims Reviewer then the Abuse Claims Reviewer will allocate points according to the same factors based on the Unknown Abuse Claimant's Filed Abuse

Claim to extent the Abuse Claims Reviewer deems such Abuse Claim is reliable and probative.

- (c) **No Award for Adult Unknown Abuse Claimants.** The Abuse Claims Reviewer will allocate zero (0) points to an Unknown Abuse Claimant who is an Adult Unknown Abuse Claimant regardless of the applicability of any other factors.
- (d) **No Award for Non-Sexual Abuse.** The Abuse Claims Reviewer will allocate points only for Unknown Abuse Claim that are based on Abuse. Zero (0) points will be allocated for any Unknown Abuse Claim based on any act or omission that is not Abuse.
- (e) **No Award for Released Abuse Claim.** The Abuse Claims Reviewer will allocate zero (0) points to any Unknown Abuse Claimant who executed a release of the Debtor or the Archdiocese prior to asserting his or her Abuse Claim in the Bankruptcy Case.
- (f) **No Award for Deceased Unknown Abuse Claimants.** The Abuse Claims Reviewer will allocate zero (0) points to any Unknown Abuse Claim asserted by an estate of a deceased Unknown Abuse Claimant; provided, however, that any Unknown Abuse Claim submitted by an Unknown Abuse Claimant who dies while the determination of the Abuse Claim is pending will be reviewed and paid to the estate of such Abuse Claimant pursuant to the terms of the Plan, the Plan Documents, the Unknown Abuse Claim Trust Documents, and this Allocation Protocol.

Section 8.6 Settlement Trust Distributions. The Abuse Claims Reviewer will arrive at a point total for each Unknown Abuse Claimant considering the factors and guidelines in Section 5.2(d) hereof and this Article 8, and assigning a point total for each Unknown Abuse Claimant. The value of an individual “point” will be determined after all Unknown Claims have been evaluated by dividing the total amount of dollars available in the Unknown Abuse Claims Trust by the total number of points for all of Abuse Claimants. The point value will be determined and adjusted from time to time as Abuse Claims are Filed. Such adjustment will occur as such Abuse Claims are Filed because each additional Abuse Claim will increase the points by which the amount to be distributed is divided. As such, as new Unknown Abuse Claims are Filed, the value of points may be adjusted.

Section 8.7 Determinations by the Abuse Claims Reviewer and Requests for Reconsideration and Appeal. The Abuse Claims Reviewer will notify the Settlement Trustee in writing (including via email) of the points awarded to each Unknown Abuse Claimant. The Settlement Trustee will send (via email or First Class Mail) this determination to the Unknown Abuse Claimant or the Unknown Abuse Claimant’s attorney. The Abuse Claims Reviewer’s determination will be final unless the Unknown Abuse Claimant makes a timely request for the point award to be reconsidered by the Abuse Claims Reviewer. The Unknown Abuse Claimant will not have a right to any other appeal of the Abuse Claims Reviewer’s point award. The Abuse Claimant may request reconsideration of the Abuse Claims Reviewer’s point award by delivering a written request for reconsideration to the Abuse Claims Reviewer within fourteen (14) calendar days after the date of mailing of the award point notice. The Abuse Claims Reviewer will have sole discretion to determine how to proceed with the request for reconsideration and ultimately may increase, decrease or leave intact the Abuse Claimant’s initial point award determination. The Abuse Claims Reviewer’s determination of such request for reconsideration will be final and not subject to any further appeal. The Abuse Claims Reviewer will maintain an accounting of the costs/expenses incurred for each separate reconsideration request and the costs/expenses related to a specific request will be borne by the Unknown Abuse Claimant making the request, which may be deducted from his/her distribution; provided, however, that if and to the extent that any Unknown Abuse Claimant’s award is not sufficient to pay for the cost of the Abuse Claims Reviewer’s review, then such Unknown Abuse Claimant must advance the costs and expenses for such review at the time such Unknown Abuse Claimant submits his or her request for reconsideration.

Section 8.8 Non-Compensatory Damages and Other Theories of Liability. In determining the Settlement Trust Distribution to any Abuse Claimant holding an Unknown Abuse Claim, punitive or exemplary damages, and damages that can be classified as economic damages that do not compensate such Abuse Claimant for bodily injury and/or emotional distress or mental anguish attributable to their bodily injury, will not be considered or allowed, even if such damages could have been considered or allowed under applicable non-bankruptcy law. Any Settlement Trust Distribution to an Unknown Abuse Claimant will be solely on account of bodily injury and/or emotional distress or mental anguish attributable to the bodily injury of such Unknown Abuse Claimant.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 Documents. No later than thirty (30) days after the Effective Date (the “**Document Submission Deadline**”), (a) the Archdiocese, (b) the Non-Debtor Catholic Entities, and (c) the Non-Settling Insurers may, but are not required to, provide the Abuse Claims Reviewer and the relevant Known Abuse Claimant, and his or her counsel, with documents that might assist the Abuse Claims Reviewer in determining whether to Allow an Other Known Abuse Claim or an Unknown Abuse Claim.

Section 9.2 Abuse Claims Reviewer Will Not Consider Claims against Other Entities. The Abuse Claims Reviewer will not consider any Claim against any Entity other than the Protected Parties and Settling Insurers that may be liable to an Abuse Claimant holding an Other Known Abuse Claim or an Unknown Abuse Claim for the Abuse.

Section 9.3 Notices to Abuse Claimants. All notices by the Abuse Claims Reviewer to any Abuse Claimant, including, but not limited to, any Supplement Notice, will be sent to each Known Abuse Claimant’s counsel of record via email and first class mail at the address(es) provided in the applicable Abuse Proof of Claim.

Section 9.4 Confidentiality and Privilege. All information that the Abuse Claims Reviewer receives from any source about any Abuse Claimant will be held in strict confidence and will not be disclosed absent an Order of the Bankruptcy Court or the written consent of such Abuse Claimant (or such Abuse Claimant’s counsel of record). All information the Abuse Claims Reviewer receives from any Abuse Claimant (including from counsel to such Abuse Claimant) will be subject to a mediation privilege and receipt of such information by the Abuse Claims Reviewer will not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

Section 9.5 Tolling of Any Prescriptive Period as to Any Other Known Abuse Claim. The running of any relevant Prescriptive Period will be tolled as to each Other Known Abuse Claim until all Other Known Abuse Claims are resolved under the procedures set forth in this Allocation Protocol

Section 9.6 Preliminary Determinations and Requests for Reconsideration and Appeal of Other Known Abuse Claims and Unknown Abuse Claims. Each Known Abuse Claimant holding an Other Known Abuse Claim, and each Unknown Abuse Claim, will be notified, in writing, by the Settlement Trustee when the Abuse Claims Reviewer has made a preliminary determination of the point award related to such Abuse Claimant’s Abuse Claim (the “**Preliminary Determination**”), which Settlement Trust Distribution may be greater or smaller than the actual Settlement Trust Distribution to be received based on reserves established by the Settlement Trustee and the outcome of any reconsideration of such Abuse Claims. The Settlement Trustee will mail this Preliminary Determination to such Abuse Claimant to his or her counsel of record, or in the case of unrepresented parties, to the last address based on such Abuse Claimant’s Filed Abuse Proof of Claim or last communication with the Abuse Claims Reviewer. The Abuse Claims Reviewer’s determination will be final unless the Abuse Claimant makes a timely request for the Abuse Claims Reviewer to reconsider the Preliminary Determination. The Abuse Claimant will not have a right to any other appeal of the Abuse Claims Reviewer’s point award. The Known Abuse Claimant may request reconsideration of the Abuse Claims Reviewer’s Preliminary Determination by delivering a written request for reconsideration to

the Abuse Claims Reviewer within ten (10) calendar days after the date of mailing of the Preliminary Determination. With his or her request for reconsideration, the Abuse Claimant may submit additional evidence and argument in support of such request upon a showing that such additional information could not have been provided earlier in accordance with this Allocation Protocol. The Abuse Claims Reviewer will have sole discretion to determine how to respond to the request for reconsideration. The Abuse Claims Reviewer's response and final determination with respect to any such requests for reconsideration will be final and not subject to any further reconsideration, review, or appeal by any party, including any court.

SCHEDULE 1

LATE-FILED ABUSE CLAIMS

[TO BE PROVIDED]

SCHEDULE 2

UNKNOWN ABUSE CLAIM FORMS

[TO BE PROVIDED]

NON-DEBTOR CATHOLIC ENTITIES
PLAN EXHIBIT D

I. The Archdiocesan Parishes¹

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana²
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana

¹ Archdiocesan Parishes means the church parishes and missions listed in Part I of this Plan Exhibit, and has the same meaning ascribed to it in the *Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans, dated as of September 13, 2024, as the same may be amended and modified..* Each of the Archdiocesan Parishes is both organized as a non-profit corporation, and is recognized by Canon Law as a juridic entity. Archdiocesan Parishes does not include the following, which are not separately incorporated: (a) St. Louis Cathedral; and (b) Our Lady of Guadalupe Church & Shrine of St. Jude.

In 2024, in the ongoing aftermath of Hurricane Ida and a result of storm damage, the shift of demographics and Catholic population, decreased or low Mass attendance, sacramental statistics, and financial difficulties encountered, the following Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert's Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul I Roman Catholic Church; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Parish, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged St. Patrick Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

² Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana
11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, formerly known as St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
38. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
40. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
41. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana
42. St. Agnes Roman Catholic Church, Jefferson, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana

46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Baratavia Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
56. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
57. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
58. St. Christopher Roman Catholic Church, Metairie, Louisiana
59. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
60. St. Cletus Roman Catholic Church, Gretna, Louisiana
61. St. David Roman Catholic Church, New Orleans, Louisiana
62. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
63. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
64. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
65. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
66. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
67. St. Genevieve Roman Catholic Church, Slidell, Louisiana
68. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
69. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
70. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
71. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
72. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
73. St. Jerome Roman Catholic Church, Kenner, Louisiana
74. St. Joachim Roman Catholic Church, Marrero, Louisiana
75. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
76. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
77. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
78. St. John the Baptist Roman Catholic Church, Edgard, Louisiana

79. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
80. St. Joseph Church, New Orleans, Louisiana
81. St. Joseph Roman Catholic Church, Algiers, Louisiana
82. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
83. St. Joseph's Roman Catholic Church, Gretna, Louisiana
84. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
85. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
86. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
87. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
88. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
89. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
90. St. Mark Roman Catholic Church, Ama, Louisiana
91. St. Martha Roman Catholic Church, Harvey, Louisiana
92. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
93. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
94. St. Mary's Roman Catholic Church, New Orleans, Louisiana
95. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana
96. St. Michael the Archangel Roman Catholic Church of Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
97. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
98. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
99. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
100. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
101. St. Peter Roman Catholic Church, Reserve, Louisiana
102. St. Peter's Roman Catholic Church, Covington, Louisiana
103. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
104. St. Pius X Roman Catholic Church, New Orleans, Louisiana
105. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
106. St. Rita Roman Catholic Church, Harahan, Louisiana
107. St. Rita Roman Catholic Church, New Orleans, Louisiana
108. St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
109. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana³
110. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
111. The Congregation of St. Rita Roman Catholic Church of Harahan (inactive corporation)
112. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

³ As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

II. Suppressed Archdiocesan Parishes⁴

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.
3. Immaculate Heart of Mary, Inc.
4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. St. Ann, New Orleans, Louisiana, Inc.
10. St. Frances Xavier Cabrini, Inc.
11. St. Francis de Salles, Inc.
12. St. Henry's, Inc.
13. St. John the Baptist, New Orleans, Louisiana, Inc.
14. St. Julian Eymard, Inc.
15. St. Lawrence the Martyr, Inc.
16. St. Louise de Marillac, Inc.
17. St. Maurice, Inc.
18. St. Monica, Inc.
19. St. Philip the Apostle, Inc.
20. St. Raymond's, Inc.
21. St. Rose of Lima, Inc.
22. St. Theresa of the Child Jesus, Inc.
23. The Congregation of Saints Peter and Paul Roman Catholic Church
24. The Congregation of St. Cecelia Roman Catholic Church
25. The Congregation of the Annunciation Roman Catholic Church
26. The Congregation of the Holy Trinity Roman Catholic Church

III. Archdiocesan Agencies⁵

1. 7887 Walmsley, Inc.
2. Annunciation Inn, Inc.
3. Archdiocesan Spirituality Center
4. Archdiocese of New Orleans Indemnity, Inc.
5. Aspiring Scholars

⁴ As used in this Plan Exhibit, Suppressed Archdiocesan Parishes has the same meaning ascribed to it in the *Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans, dated as of September 13, 2024, as the same may be amended or modified*. Following Hurricanes Katrina, the operations of the Suppressed Archdiocesan Parishes (each listed in Part II of this Plan Exhibit) were combined with Archdiocesan Parishes, and the Suppressed Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved, and may own property.

⁵ As used in this Plan Exhibit, Archdiocesan Agencies has the same meaning ascribed to it in the *Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans, dated as of September 13, 2024, as the same may be amended or modified*.

6. Catholic Charities Archdiocese of New Orleans
7. Catholic Charities Children's Day Care Centers
8. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
9. Catholic Community Foundation Archdiocese of New Orleans
10. Christopher Homes, Inc.
11. Christopher Inn, an Affordable Housing Entity
12. Clarion Herald Publishing Company
13. Dubourg Home, an Affordable Housing Entity
14. Holy Trinity Drive Land Corporation
15. Iberia Investment Fund II, LLC
16. Korean Catholic Community of New Orleans, Inc.
17. Metairie III, an Affordable Housing Entity
18. Metairie Manor, an Affordable Housing Entity
19. Monsignor Wynhoven Apartments, Inc., an Affordable Housing Entity
20. Nazareth II
21. Nazareth Manor
22. New Orleans Archdiocesan Cemeteries
23. Notre Dame Health System, (f/k/a Chateau de Notre Dame)
24. Notre Dame Seminary
25. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
26. Pace Greater New Orleans
27. Padua House (merged into Catholic Charities Archdiocese of New Orleans)
28. Philmat, Inc.
29. Project Lazarus
30. Roman Catholic Center of Jesus the Lord
31. Rouquette III, an Affordable Housing Entity
32. School Food and Nutrition Services of New Orleans, Inc.
33. Second Harvest Food Bank of Greater New Orleans and Acadiana
34. St. Anthony's Gardens
35. St. Bernard II
36. St. Bernard III, an Affordable Housing Entity
37. St. Bernard Manor, an Affordable Housing Entity
38. St. Jude Community Center, Inc.
39. St. Martin's Manor, Inc., an Affordable Housing Entity
40. St. Michael Special School
41. St. Tammany Catholic Cemetery
42. St. Tammany Manor, an Affordable Housing Entity
43. St. Thérèse Catholic Academy
44. The Apartments at Mater Dolorosa, an Affordable Housing Entity
45. The Mental Health Association Development Corporation, an Affordable Housing Entity
46. The Society for the Propagation of the Faith, Archdiocese of New Orleans
47. Villa Additions, doing business as St. Teresa's Villa, an Affordable Housing Entity
48. Villa St. Maurice, Inc., an Affordable Housing Entity

PLAN EXHIBIT E
NON-MONETARY COMMITMENTS

[TO BE FILED]