

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
HARRISBURG DIVISION**

In re:

ROMAN CATHOLIC DIOCESE OF
HARRISBURG,

Debtor.¹

Chapter 11

Case No. 1:20-bk-00599 (HWV)

**AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR
THE ROMAN CATHOLIC DIOCESE OF HARRISBURG**

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Dated: December 21, 2022

¹ The last four digits of the Debtor's federal tax identification number are 4791. The Debtor's principal place of business is located at 4800 Union Deposit Road, Harrisburg, Pennsylvania 17111.

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INTRODUCTION

The Roman Catholic Diocese of Harrisburg, the debtor and debtor in possession in the above-captioned Chapter 11 case, and the Official Committee of Tort Claimants jointly propose this Chapter 11 Plan of Reorganization (the “*Plan*”) pursuant to the provisions of the Bankruptcy Code.

All creditors are encouraged to consult the Disclosure Statement, as defined below, before voting to accept or reject this Plan. Among other information, the Disclosure Statement contains discussions regarding the Roman Catholic Diocese of Harrisburg, events prior to and during this Chapter 11 Case, and a summary and analysis of the Plan. No solicitation materials, other than the Disclosure Statement, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

ARTICLE I DEFINITIONS

1.1 Defined Terms.

For the purposes of the Plan, except as expressly provided, all capitalized terms not otherwise defined in this Plan have the meanings ascribed to them below:

(1) “**Abuse**” means any: (a) actual, alleged, or threatened sexual conduct, misbehavior, misconduct, abuse, or molestation, including “Sexual Abuse” as defined in 42 Pa.C.S. § 5533(b)(2)(ii); (b) any sexual offense as laid out in Chapter 31 of Title 18 of the Pennsylvania Statutes; (c) any other sexually related act, contact, or interaction, indecent assault and/or battery, rape, indecent or lascivious behavior, undue familiarity, harassment, pedophilia, or ephrophilia (d) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a non-consenting adult and another adult; (e) contacts or interactions of sexual nature; or (f) assault, battery, corporal punishment, or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

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

(3) “**Administrative Expense**” means an unpaid administrative expense of the kind described in sections 503(b) and 507(a)(2) of the Bankruptcy Code against the Debtor, including (a) the actual, necessary costs and expenses of preserving the Estate of the Debtor, including wages, salaries, or commissions for services rendered after the commencement of the Chapter 11 Case, (b) compensation and reimbursement of expenses of professionals to the extent allowable under sections 327, 328, 330(a), 331, 503(b), and/or 1103 of the Bankruptcy Code and actually Allowed pursuant to a Final Order of the Bankruptcy Court, and (c) all Statutory Fees and Court Costs.

(4) “**Administrative Expense Claims Bar Date**” means the deadline for filing requests for payment of Administrative Expense Claims, which: (a) with respect to General Administrative Expense Claims shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five (45) days after the Effective Date.

(5) “**Affiliate**” means any past, present, or future Person that controls, is controlled by, or is under control with, another Person, including parents, subsidiaries, merged Persons, holding Persons, and acquired Persons, or any predecessor to such Person.

(6) “**Agent**” means any past and present employee; officer; director; managing agent or other agent; shareholder; principal; teacher; staff; member; board member; administrator; priest; deacon; brother, sister, nun, or other member of a religious order; clergy; Person bound by a

monastic vow; volunteer; attorney; claim handling administrator; and representatives of a Person, in each case in their capacities as such.

(7) “**Allowed**” means: (a) a Claim that has been scheduled by the Debtor in its Schedules as other than disputed, contingent, or unliquidated and as to which the Debtor or any other party in interest has not filed an objection; (b) a Claim that either is not a Disputed Claim or has been allowed by a Final Order; (c) a Claim that is determined by the Debtor to be allowed; (d) a Claim that is allowed in a stipulation or settlement executed prior to or after the Effective Date; (e) a Claim relating to a rejected executory contract or unexpired lease that is not a Disputed Claim or has been allowed by a Final Order, only if a Proof of Claim has been timely filed; (f) a Claim as to which a Proof of Claim has been timely filed and as to which the Debtor or any party in interest has not filed an objection; or (g) a Survivor Claim assessed by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan and determined to be entitled to a Trust Distribution; and with respect to all Claims, only after reduction for applicable setoff and similar rights of the Debtor.

(8) “**Approval Order**” means an order of the Bankruptcy Court, approving one or more Insurance Settlement Agreements.

(9) “**Assumed Agreement**” means a contract, lease, or other agreement listed on **Exhibit E**.

(10) “**Avoidance Action**” means any claim, cause of action, or right to property of the Debtor or the bankruptcy Estate under sections 544, 545, 547, 548, 549, 550, or 551 of the Bankruptcy Code.

(11) “**Bankruptcy Code**” or “**Code**” means title 11 of the United States Code.

(12) “**Bankruptcy Court**” means the United States Bankruptcy Court for the Middle District of Pennsylvania, or such other court of competent jurisdiction that properly exercises jurisdiction over part or all of the Chapter 11 Case, to the extent that the reference of part or all of the Chapter 11 Case is withdrawn.

(13) “**Bankruptcy Rule**” or “**Rule**” means a Federal Rule of Bankruptcy Procedure.

(14) “**Bishop**” means the Bishop of the Diocese, Most Reverend Ronald W. Gainer, and his predecessors and successors.

(15) “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday,” in the United States or the United Kingdom.

(16) “**Cash**” means legal tender of the United States of America and equivalents thereof.

(17) “**Causes of Action**” means, except as provided otherwise in the Plan, the Confirmation Order, or any document, instrument, release, or other agreement entered into in connection with the Plan, all Claims of the Debtor or its Estate, or the Trust (as successor to the Debtor or its Estate including any action brought pursuant to sections 541–45, 547–51, and 553 of the Bankruptcy Code), whether or not pending on the Effective Date, or instituted by the

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Reorganized Debtor after the Effective Date; *provided, however*, that any affirmative defense or cross-claim asserted with respect to a Claim shall not be deemed a Cause of Action to the extent that it seeks to disallow or reduce, or is offset against, such Claim.

(18) “**Channeled Claim**” means any of the following Claims which shall be channeled to the Trust and have been or may be asserted against any of the Protected Parties or the Settling Insurers to the extent that such Claim, directly or indirectly, relates to the same injury, damages, facts or circumstances giving rise to a Survivor Claim, including each and every: (a) Survivor Claim; (b) Indirect Claim; (c) Direct Action Claim; (d) Contribution Claims; (e) Medicare Claims; and (f) Extra-Contractual Claims relating to the Claims listed in subsections (a)–(e) of this sentence; *provided, however*, that “**Channeled Claims**” shall not include: (i) a Claim against an individual who perpetrated an act of Abuse; or (ii) a Claim against any religious order, diocese (other than the Debtor), or archdiocese.

(19) “**Channeling Injunction**” is the injunction contained in **Section 12.3** of this Plan.

(20) “**Chapter 11 Case**” means Debtor’s pending case under the Bankruptcy Code, enumerated in the caption at the top of this Plan.

(21) “**Child Protection Protocols**” means the document entitled “Child Protection Protocols” and the related documents included as **Exhibit H**.

(22) “**Claim**” (a) has the meaning ascribed in section 101(5) of the Bankruptcy Code; and also means any past, present or (to the extent it arises prior to the Effective Date) future (b) claim, Action, Cause of Action, suit, debt, dues, sum of money, account, reckonings, bond, bill, specialty, assertion of right, complaint, cross-complaint, counterclaim, liability, obligation, right, request, allegation, mediation, litigation, direct action, administrative proceeding, lien, encumbrance, indemnity, equitable indemnity, right of subrogation, equitable subrogation, defense, injunctive relief, controversy, contribution, exoneration, covenant, agreement, promise, act, omission, trespass, variance, damages, judgment, compensation, set-off, reimbursement, restitution, cost, expense, loss, exposure, execution, attorneys’ fee, obligation, order, affirmative defense, writ, demand, inquiry, request, directive, obligation, Proof of Claim in a bankruptcy proceeding or submitted to a trust established pursuant to the Bankruptcy Code, government claim or Action, settlement, and/or any liability whatsoever, known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct, indirect, derivative or otherwise consequential, whether in law, equity, admiralty or otherwise, whether compromised, settled or reduced to a consent judgment, that may exist now or hereinafter for property damages, compensatory damages (such as loss of consortium, wrongful death, survivorship, proximate, consequential, general and special damages), punitive damages, bodily injury, personal injury, public and private claims, or any other right to relief whether sounding in tort, contract, extra-contractual or bad faith, statute, strict liability, equity, nuisance, trespass, statutory violation, wrongful entry or eviction or other eviction or other invasion of the right of private occupancy, and any amounts paid in respect of any judgment, order, decree, settlement, contract, or otherwise.

(23) “**Claimant**” means any Person who alleges or alleged any Claim.

- (24) “**Claim Filing Deadline**” means November 13, 2020.
- (25) “**Class**” means a category of holders of Claims as set forth in Article III in this Plan and under section 1122(a) of the Bankruptcy Code.
- (26) “**Class 4 Claim**” means a Known Survivor Claim.
- (27) “**Class 4 Claimant**” means the holder of a Class 4 Claim.
- (28) “**Class 5 Claim**” means an Unknown Survivor Claim.
- (29) “**Class 5 Claimant**” means the holder of a Class 5 Claim.
- (30) “**Class 6 Claim**” means a Late-Filed Survivor Claim.
- (31) “**Class 6 Claimant**” means the holder of a Class 6 Claim.
- (32) “**Class 7 Claim**” means a Non-Survivor Litigation Claim.
- (33) “**Class 7 Claimant**” means the holder of a Class 7 Claim.
- (34) “**Class 8 Claim**” means a Pension Plan Note Claim.
- (35) “**Class 8 Claimant**” means the holder of a Class 8 Claim.
- (36) “**Class 9 Claim**” means a Parish Claim or School Claim, as applicable.
- (37) “**Class 9 Claimant**” means the holder of a Class 9 Claim.
- (38) “**Committee**” means the Official Committee of Tort Claimants appointed in this Chapter 11 Case, as such committee may be constituted from time to time.
- (39) “**Compensation and Benefits Programs**” means all employment agreements and policies, and all employment, compensation, and benefit plans, policies, savings plans, retirement plans, deferred compensation plans, supplemental executive retirement plans, healthcare plans, disability plans, severance benefit agreements, plans or policies, incentive plans, life and accidental death and dismemberment insurance plans, and programs of the Debtor, and all amendments and modifications to the foregoing, applicable to the Debtor’s employees, former employees, retirees, and non-employee directors, and the employees, retirees, and non-employee directors of the Parishes, Schools, and Related Non-Debtor Entities.
- (40) “**Confirmation Date**” means the date on which the Bankruptcy Court enters the Confirmation Order.
- (41) “**Confirmation Order**” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which becomes a Final Order.

(42) “**Contribution Claim**” means all Claims, most commonly expressed in terms of contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, by an Insurer against any Settling Insurer for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of a Survivor Claim against a Protected Party to the extent that such Claim, directly or indirectly, relates to the same injury, damages, facts or circumstances giving rise to a Survivor Claim (including an Unknown Survivor Claim); provided, however, “**Contribution Claims**” do not include any Claim for contribution, indemnity, equitable indemnity, subrogation, equitable subrogation, or reimbursement, or any other indirect or derivative recovery, that a Settling Insurer might have arising from the payment of any amounts under an Insurance Settlement Agreement.

(43) “**Coverage Claim**” means any Claim against an Insurer under or relating to an Insurance Policy, or the rights and obligations thereunder, or the breach thereof, including Claims seeking insurance coverage.

(44) “**Covered Non-Survivor Claim**” means any Claim which is allegedly entitled to coverage or benefits under an Insurance Policy and is not a Channeled Claim.

(45) “**Creditor**” means a Person entitled to distributions under the Plan whether or not their Claim has been disallowed.

(46) “**Cure Amount**” means a Claim based upon the Debtor’s monetary defaults under an executory contract or unexpired lease that is to be paid in connection with the assumption of such contract or lease under section 365 of the Bankruptcy Code in the amount set forth on Exhibit E.

(47) “**Debtor**” means the Roman Catholic Diocese of Harrisburg, the debtor and debtor in possession in this Chapter 11 Case.

(48) “**Diocese**” means the territorial area decreed by the Roman Catholic Church as the “Diocese of Harrisburg” encompassing fifteen counties in central Pennsylvania.

(49) “**Direct Action Claim**” means the same as Survivor Claim, except that it is asserted against a Settling Insurer, instead of a Protected Party or the Trust, for the recovery of insurance proceeds.

(50) “**Disallowed Claim**” 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, Final Order, or other applicable law, except any Unknown Survivor Claim or Late Filed Claim; (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; or (d) a Survivor Claim assessed by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan and determined to not be entitled to a Trust Distribution.

(51) “**Discharge**” shall mean the complete extinguishment of the Debtor’s liability in respect to any Claim or debt as and to the extent further described in Section 12.2 of the Plan.

(52) “**Discharge Injunction**” means the injunction set forth in Section 12.2.2 of the Plan.

(53) “**Disclosure Statement**” means the Disclosure Statement for this Plan, as may be further revised, modified, or amended.

(54) “**Disputed Claim**” means, with respect to a Claim against the Debtor or property of the Debtor: (a) a Claim that was scheduled by the Debtor in its Schedules as a disputed, contingent, or unliquidated claim and that has not been otherwise Allowed; (b) a Claim that is not an Allowed Claim because the Debtor has objected to allowance of the claim under sections 502(b) or 503 of the Bankruptcy Code and Bankruptcy Rule 3007; (c) any secured or unsecured portions of a secured Claim that is the subject of a motion for determination of the value of security under section 506(a) of the Bankruptcy Code and Bankruptcy Rule 3012; (d) any Claim held by a Creditor against which the Debtor has demanded the recovery of property pursuant to section 502(d) of the Bankruptcy Code, without regard to whether such Claim was previously an Allowed Claim;. The processes for handling “Disputed Claims” does not apply to Class 4 Claims, Class 5 Claims, or Class 6 Claims, which shall be handled pursuant to and in accordance with Article V of this Plan

(55) “**District Court**” means the United States District Court for the Middle District of Pennsylvania.

(56) “**Effective Date**” means the day on which the conditions of Section 11.1 of this Plan have been satisfied.

(57) “**Employee Priority Claim**” means a claim held by an employee that is entitled to priority under section 507(a)(4) or (5) of the Bankruptcy Code.

(58) “**Estate**” means the estate created for the Debtor in this Chapter 11 Case under sections 301 and 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

(59) “**Exculpated Parties**” means collectively: (a) the Protected Parties; (b) the Estate; (c) the Unknown Claimants’ Representative; (d) the Committee; (e) the respective Agents of the Protected Parties and Estate in their capacities as such, including with respect to their service or participation in an outside board on which they serve at the request of the Debtor or the Bishop, in their capacity as such; (f) the Settling Insurers; and (g) professionals of a Person identified in the preceding clauses (a) through (f).

(60) “**Extra-Contractual Claim**” means any Claim against any Insurer seeking any type of relief in connection with the alleged obligations of the Insurers to the Protected Parties before the Effective Date other than coverage or benefits under the Insurance Policies, including Claims for compensatory, exemplary, or punitive damages, or attorneys’ fees, interests, costs or any other type of relief, alleging with respect to (i) any Insurance Policy; (ii) any Claim allegedly or actually covered under an Insurance Policy; or (iii) the conduct of an Insurer with respect to (i)

or (ii) any of the following: (a) bad faith; (b) failure to provide insurance coverage under any Insurance Policy; (c) failure or refusal to compromise and settle any Claim insured under any Insurance Policy; (d) failure to act in good faith; (e) violation of any covenant or duty of good faith and fair dealing; (f) violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; (g) violation of any unfair claims practices act or similar statute, regulation or code; (h) any type of misconduct; or (i) any other act or omission of any type for which the Claimant seeks relief other than coverage or benefits under an Insurance Policy. Extra-Contractual Claims include all Claims relating to the Insurers' (x) handling of any Coverage Claim under the Insurance Policies, (y) conduct relating to the negotiation of Insurance Settlement Agreements and the Plan, and (z) conduct relating to the settlement of any Coverage Claim.

(61) “**Filing Date**” means February 19, 2020.

(62) “**Final Decree**” means the decree contemplated under Bankruptcy Rule 3022.

(63) “**Final Order**” means an order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) that has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or 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 shall not cause such order to not be a Final Order.

(64) “**General Administrative Expense Claim**” means an Administrative Expense Claim other than a Professional Fee Claim or a Claim for Statutory Fees and Court Costs.

(65) “**General Unsecured Claim**” means an unsecured Claim against the Debtor, but which is not an Administrative Expense Claim, a Priority Tax Claim, an Employee Priority Claim, a Claim entitled to priority under section 507(a) of the Bankruptcy Code, a Survivor Claim, an Indirect Claim, a Contribution Claim, or a Non-Survivor Litigation Claim.

(66) “**Impaired**” means “impaired” within the meaning of section 1124 of the Bankruptcy Code. “Impair” and “impairment” shall have correlative meanings.

(67) “**Indirect Claim**” means any Claim asserted against a Protected Party or a Settling Insurer, by any other Person that is not an Insurer (an “**Indirect Claim Claimant**”), for contribution, indemnity, equitable indemnity, subrogation, equitable subrogation, reimbursement, or any other indirect or derivative recovery, on account of, or with respect to, any Protected Party's actual or alleged liability for any Claim against such Indirect Claim Claimant that relates to Abuse that took place in whole or in part prior to the Effective Date.

(68) “**Insurance Coverage Adversary Proceeding**” means the adversary proceeding commenced by the Debtor before the Bankruptcy Court on February 19, 2020, captioned as *Roman Catholic Diocese of Harrisburg v. The Travelers Companies, Inc., et al.*, case no. 1:20-ap-00018.

(69) “**Insurance Policy**” means any known or unknown contract, binder, certificate, or policy of insurance or certificate of liability coverage that any Insurer issued, subscribed any interest in, or has underwritten any risk in, in effect on or before the Effective Date, that were issued to, allegedly issued to, or for the benefit of, or that otherwise actually, allegedly or potentially insure the Debtor, a Parish, a School, or a Related Non-Debtor Entity, or any of their respective predecessors in interest, successors, or assigns, with respect to any Survivor Claim. With respect to any policy of insurance or certificate of insurance issued by The National Catholic Risk Retention Group (“**TNCRRG**”) or Catholic Mutual Relief Society of America (“**Catholic Mutual**”), “**Insurance Policy**” means policies or certificates issued to the Debtor listed on **Exhibit B** with respect to coverage for Survivor Claims under such policies or certificates, as amended, released and/or exhausted pursuant to the respective Insurance Settlement Agreements between TNCRRG and/or Catholic Mutual and the Protected Parties.

(70) “**Insurance Settlement Agreement**” means a settlement agreement among the Debtor, other Protected Parties, and applicable Settling Insurer, which is listed on **Exhibit G**.

(71) “**Insurance Settlement Amount**” means the funds payable by a Settling Insurer pursuant to an Insurance Settlement Agreement.

(72) “**Insurer**” means a Person (including all of its predecessors in interest, successors and assigns) that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in, an Insurance Policy, whether or not a regulated insurance company.

(73) “**Interest**” means all Claims, including any “interests” as that term is used in section 363 of the Bankruptcy Code, and other rights of any nature, whether at law or in equity, including all interests or other rights under Pennsylvania or other applicable law.

(74) “**Joint Tortfeasor**” means any Person alleged to be a joint tortfeasor with any Protected Party in connection with the Abuse relating to a Survivor Claim.

(75) “**Known Survivor Claim**” means a Survivor Claim for which a Survivor Claimant filed a Proof of Claim on or before the Claim Filing Deadline.

(76) “**Late-Filed Survivor Claim**” means a Survivor Claim for which a Survivor Claimant filed a Proof of Claim after the Claim Filing Deadline and before the Effective Date.

(77) “**Lien**” means any “lien” as defined in section 101(37) of the Bankruptcy Code.

(78) “**Medicare Claims**” means any and all Claims against the Trust, any Settling Insurer, or any Protected Party, brought or asserted by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made

under MMSEA and pursuing Claims under MSPA, relating to any payments in respect of any Survivor Claims, including Claims for reimbursement of payments made to Survivor Claimants, who recover or receive any distribution from the Trust, and Claims relating to reporting obligations.

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

(80) “**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.

(81) “**Non-Survivor Litigation Claim**” means a Claim other than a Survivor Claim, on account of which a Proof of Claim was timely filed, and for which a civil action had been commenced on or before the Filing Date.

(82) “**Other Insured Entities**” means those Persons on Exhibit J that are, or allegedly are, insured or covered, under a Settling Insurer Policy issued to the Debtor, but does not include the Debtor, Parishes, Schools, or Related Non-Debtor Entities. A Person is an Other Insured Entity only to the extent such Person is insured under a Settling Insurer Policy issued to the Debtor, provided, however, an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not an Other Insured Entity.

(83) “**Other Priority Claim**” means any Claim against the Debtor that is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than Administrative Expense Claims, Professional Fee Claims, Statutory Fees and Court Costs, and Priority Tax Claims.

(84) “**Other Secured Claim**” means any Secured Claim against the Debtor.

(85) “**Parish**” means all past and present parishes within the Diocese, including those identified on Exhibit A.

(86) “**Parish Claim**” means every Claim held by a Parish or School against the Debtor as of the Filing Date, including Claims based upon (a) reimbursement for overpayments to the self-insurance fund maintained by the Debtor, (b) reimbursement for overpayments to the group insurance fund maintained by the Debtor, (c) indemnification and contribution relating to Survivor Claims, (d) the Debtor’s use of donations received as part of its annual appeal for donations, and (e) the Debtor’s use of funds held in trust.

(87) “**Pension Plan Note**” means that certain Loan Acknowledgment, dated July 1, 2019.

(88) “**Pension Plan Note Claim**” means Claims against the Debtor relating to the Pension Plan Note.

(89) **“Person”** means any individual or entity, including any corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, estate, trust, trustee, personal executor or personal representative, unincorporated association, or other entity, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof and any other individual or entity within the definition of (i) “person” in Section 101(41) of the Bankruptcy Code; or (ii) “entity” in Section 101(15) of the Bankruptcy Code.

(90) **“Plan”** means this Chapter 11 Plan of Reorganization, as it may be revised, modified, or amended.

(91) **“Plan Distribution”** means a payment or distribution to holders of Allowed Claims, holders of Interests, or other eligible Persons under the Plan. For the avoidance of doubt, Plan Distributions shall not include Trust Distributions.

(92) **“Plan Documents”** means the Plan, Trust Agreement, and Trust Distribution Plan, and all agreements, instruments, exhibits, and other documents filed in connection with the Plan by the Plan Proponents or the Reorganized Debtor.

(93) **“Plan Proponents”** means, collectively, the Debtor and Committee.

(94) **“Priest Pension Plan”** means the Diocese of Harrisburg Priest Pension Plan, as in effect July 1, 1981.

(95) **“Priority Tax Claim”** means a Claim that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

(96) **“Professional”** means any Person retained by the Debtor or a statutory committee, if any, pursuant to a Final Order of the Bankruptcy Court entered under sections 327, 328, 363 and/or 1103 of the Bankruptcy Code.

(97) **“Professional Fee Claim”** means any Claim of a Professional for allowance and award by the Bankruptcy Court of compensation for services rendered and/or reimbursement of costs or expenses incurred in the Chapter 11 Case for the period from the Filing Date to and including the Effective Date under sections 328, 330, 331 and/or 503(b) of the Bankruptcy Code.

(98) **“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 of the Bankruptcy Court, together with supporting documents.

(99) **“Protected Party”** or **“Protected Parties”** means any or all of (a) the Debtor and Reorganized Debtor; (b) the Parishes; (c) the Schools; (d) Related Non-Debtor Entities; (e) each of the foregoing Persons’ respective predecessors in interest, successors, and assigns; and (f) solely to the extent of and in their capacity as such, any and all the foregoing Persons’ respective past and present Agents. Nothing in the foregoing is intended to suggest that such Persons are Agents

of the Debtor or subject to its control. For the avoidance of doubt, the following are not Protected Parties: (i) an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim; or (ii) any religious order, archdiocese, or diocese, other than the Debtor.

(100) “**Record Date**” means the last date on which a Claim transfer will be recognized. The Record Date is the Confirmation Date.

(101) “**Redacted Information**” means names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the Survivor Claimants, and the names of the guardians, conservators, and/or other personal representatives, as applicable.

(102) “**Reinstatement**” means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the holder of such Claim or Interest or (b) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Filing Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (iii) compensating the holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; (iv) if such Claim or Interest arises from any failure to perform a nonmonetary obligation, compensating the holder of such Claim or Interest (other than the Debtor or an “insider” of the Debtor within the meaning of section 101(31) of the Bankruptcy Code) for any actual pecuniary loss incurred by such holder as the result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Interest entitles the holder thereof. “Reinstated” and “Reinstatement” shall have correlative meanings.

(103) “**Related Non-Debtor Entities**” means the Persons listed on Exhibit A that are not Schools, Parishes, or Other Insured Entities.

(104) “**Released Claims**” means all Claims released by the Protected Parties pursuant to the Insurance Settlement Agreements.

(105) “**Reorganized Debtor**” means the Debtor, from and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to “the Debtor” and “the Reorganized Debtor” throughout various provisions of the Plan are an effort to anticipate whether an event may occur before or after the Effective Date. In this regard, and generally for purposes of the Plan, any written agreement made by the Debtor as part of the Plan before the Effective Date (unless provided otherwise) will survive the Confirmation Date and the Effective Date and will bind the Reorganized Debtor and every other party to such agreement (including the provisions of the Plan as confirmed).

(106) “**Retained Claims**” means the Debtor’s Claims, including all Causes of Action, that are not otherwise settled pursuant to the Plan or agreements approved by the Bankruptcy Court on or prior to the Effective Date, any rights or Claims of the Debtor for indemnification,

contribution, or fault allocation, and other Claims of the Debtor against any Person on account of any Claims, which are or may be asserted against the Debtor. Retained Claims do not include any Claims transferred or assigned to the Trust and expressly exclude any Claims against any Person released by the Debtor under the Plan or the Insurance Settlement Agreements.

(107) “**Schedules**” means the Debtor’s schedules of assets and liabilities and the statement of financial affairs on file with the Clerk of the Bankruptcy Court, as amended or modified in accordance with Bankruptcy Rule 1009.

(108) “**School**” means all past and present Catholic schools within the Diocese, including those identified on **Exhibit A**.

(109) “**School Claim**” means every Claim held by a School against the Debtor as of the Filing Date, including Claims based upon (a) reimbursement for overpayments to the self-insurance fund maintained by the Debtor; (b) reimbursement for overpayments to the group insurance fund maintained by the Debtor; (c) indemnification and contribution relating to Survivor Claims; (d) coverage under a Settling Insurer Policy; (e) the Debtor’s use of donations received as part of its annual appeal for donations; and (f) the Debtor’s use of funds held in trust.

(110) “**Secured**” means, with respect to any Claim, a Claim to the extent (a) secured by a Lien on property of a Debtor’s Estate (i) as set forth in the Plan; (ii) as agreed to by the holder of such Claim and the Debtors; or (iii) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code, but, with respect to both of the foregoing clauses (a) and (b), only to the extent of the value of the interest of such holder in the Estate’s interest in the property securing such Claim or the amount subject to setoff, as applicable.

(111) “**Settling Insurer Policy(ies)**” means, collectively: (a) all Insurance Policies that are the subject of the Insurance Settlement Agreements with the Settling Insurers; and (b) except with respect to any Insurance Policies issued by TNCRRG or Catholic Mutual, all known and unknown Insurance Policies to the extent a Settling Insurer issued, subscribed in any interest in, assumed any liability for, or has underwritten any risk in, such Insurance Policy; provided, however, that if a Settling Insurer Policy that is not listed in any exhibit or attachment of any Insurance Settlement Agreement was not subscribed on behalf of the Debtor but provides coverage to the Debtor, a Parish, a School, or a Related Non-Debtor Entity, then it is a Settling Insurer Policy to the extent it insures the Debtor, a Parish, a School, or a Related Non-Debtor Entity, but not to the extent it insures any other Person. With respect to any policy or certificate of insurance issued by TNCRRG or Catholic Mutual, “**Settling Insurer Policies**” means policies or certificates issued to the Debtor listed on **Exhibit B** with respect to coverage for Survivor Claims under such policies or certificates, as amended, released and/or exhausted pursuant to the respective Insurance Settlement Agreements between TNCRRG and/or Catholic Mutual and the Protected Parties.

(112) “**Settling Insurers**” means the Persons listed on **Exhibit B**, in their capacity as Insurers, whose Insurance Settlement Agreements are approved by Approval Orders that become Final Orders. Solely in connection with insurance under any Settling Insurer Policies, Settling Insurers also includes each of their past, present and future parents, subsidiaries, affiliates, divisions, reinsurers, and retrocessionaires, including Persons released pursuant to the Insurance

Settlement Agreements; each of the foregoing Persons' respective past, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, including the Persons released pursuant to the respective Insurance Settlement Agreements; each of the foregoing Persons' respective past, present and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and Claims handling administrators; and each of the foregoing Persons' respective predecessors, successors, assignors and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them, except to the extent, if any, such Person's actual or alleged rights, duties, obligations, or liabilities arise out of or relate to their status as, or conduct, acts or omissions on behalf of a Person that is not listed as Settling Insurer on **Exhibit B**.

(113) “**Statutory Fees and Court Costs**” means court costs and fees payable by the Debtor under 28 U.S.C. § 1930 and United States Trustee fees.

(114) “**Supplemental Settling Insurer Injunction**” is the injunction contained in Section 12.4 of this Plan.

(115) “**Survivor Claim**” means any Claim, allowed or disallowed, for which any of the Protected Parties is or may be liable, relating to, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Effective Date. For the avoidance of doubt, Survivor Claim includes any Known Survivor Claim, Unknown Survivor Claim, and Late-Filed Survivor Claim, regardless of whether such Survivor Claim is barred by any applicable statute of limitations as of the Filing Date or Effective Date, but does not include Contribution Claims, Indirect Claims, or Medicare Claims.

(116) “**Survivor Claimant**” means the holder of a Survivor Claim.

(117) “**Survivor Claimant Release**” means the release attached hereto as **Exhibit D**.

(118) “**Survivor Claims Reviewer**” means the person or entity, including the designee of such person or entity, who will assess Survivor Claims under the Trust Distribution Plan.

(119) “**Trust**” means the trust created for the benefit of Survivor Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

(120) “**Trust Agreement**” or “**Trust Documents**” shall mean the trust agreement establishing the Trust, as may be amended, together with such additional documents as may be executed in connection with the Trust Agreement.

(121) “**Trust Assets**” means all property funded to the Trust pursuant to Section 4.2 of the Plan.

(122) “**Trust Distribution**” means distributions by the Trust, pursuant to the Trust Distribution Plan, and pursuant to Section 3.2.4, Section 3.2.5, Section 3.2.6, Article IV, and Article V of the Plan, and to the Confirmation Order. For the avoidance of doubt, Trust Distributions do not include Plan Distributions.

(123) “**Trust Distribution Plan**” means the Trust Distribution Plan established under the Trust Agreement and attached to this Plan as **Exhibit I**, which governs the payment of Trust Distributions.

(124) “**Trustee**” means the Person appointed as Trustee of the Trust in accordance with the terms of the Plan, the Confirmation Order, and the Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order, and the Trust Agreement.

(125) “**Unimpaired**” means any Claim or Interest that is not Impaired, including any Claim or Interest that is Reinstated.

(126) “**United States Trustee**” means the Office of the United States Trustee for Region 3, which includes the Middle District of Pennsylvania.

(127) “**Unknown Claimants’ Representative**” means the Hon. Michael R. Hogan, the legal representative for holders of Unknown Survivor Claims, or any successor appointed by the Bankruptcy Court.

(128) “**Unknown Survivor Claim**” means any Survivor Claim relating to, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Effective Date, but neither filed nor deemed filed in the Chapter 11 Case, nor otherwise allowed by the Court by the Effective Date, and is held by an individual who was at the time of the Filing Date under a disability or other condition recognized by Pennsylvania law, or other applicable law suspending the running of the statute of limitation period, that would toll the statute of limitations on such Survivor Claim.

(129) “**Unknown Survivor Claims Reserve**” shall have the meaning set forth in Section 4.2.4.

(130) “**Workers’ Compensation Programs**” means the written contracts, agreements, agreements of indemnity, self-insured bonds, policies, programs, and plans for workers’ compensation and workers’ compensation insurance issued to or entered into at any time by the Debtor.

1.2 Interpretation.

For purposes of the Plan:

(1) any term that is not defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable;

(2) the terms “including” or “include(s)” are intended to be illustrative and not exhaustive, and shall be construed as “including, but not limited to” or “includes, but is not limited to”;

(3) the phrase “relating to” or “relates to” means “with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with”;

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(4) whenever the context requires, terms shall include the plural as well as the singular number, and the masculine gender shall include the feminine and the feminine gender shall include the masculine;

(5) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply;

(6) unless the context should otherwise require, all references to documents to be filed shall refer to filing with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules;

(7) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(8) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit, as it may have been or may be amended, modified or supplemented;

(9) unless otherwise specified, all references in the Plan to “Articles,” “Sections,” “Schedules” and “Exhibits” are references to Articles, Sections, Schedules, and Exhibits of or to the Plan;

(10) the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan;

(11) captions and headings to Articles and Sections are inserted for ease of reference only and shall not be considered a part of the Plan or otherwise affect the interpretation of the Plan; and

(12) the Plan supersedes all prior drafts of the Plan, and all prior negotiations, agreements, and understandings with respect to the Plan, evidence of which shall not affect the interpretation of any provision of the Plan.

1.3 Time Periods.

In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. Enlargement of any period of time prescribed or allowed by the Plan shall be governed by the provisions of Bankruptcy Rule 9006(b).

1.4 Exhibits.

All Exhibits to the Plan and any other supplemental documents filed by the Debtor (collectively, with the Plan, the “**Plan Documents**”) are hereby incorporated by reference and made part of the Plan as if set forth fully herein. The Exhibits to the Plan include the following:

Exhibit A Parishes, Schools, and Related Non-Debtor Entities

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Exhibit B	Settling Insurers
Exhibit C	Trust Agreement
Exhibit D	Survivor Claimant Release
Exhibit E	Assumed Agreements and Cure Amount Claims
Exhibit F	Officers and Directors of Reorganized Debtor
Exhibit G	Insurance Settlement Agreements
Exhibit H	Child Protection Protocols
Exhibit I	Trust Distribution Plan
Exhibit J	Other Insured Entities

ARTICLE II ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, Statutory Fees and Court Costs, and Priority Tax Claims have not been classified and thus are excluded from the foregoing classes of Claims set forth herein. Allowed Claims that are unclassified will be treated as follows:

2.1 Administrative Expense Claims.

2.1.1. *Administrative Expense Claims Bar Date.*

Except as provided for herein or in an order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, holders of General Administrative Expense Claims must file and serve on the Debtor requests for the payment of such Claims not previously Allowed by a Final Order in accordance with the procedures specified in the Confirmation Order, on or before the Administrative Expense Claims Bar Date, or such Claims shall be automatically considered Disallowed Claims, forever barred from assertion, and unenforceable against the Debtor or the Reorganized Debtor, the Estate, or their property without the need for any objection by the Reorganized Debtor or further notice to, or action, order, or approval of the Bankruptcy Court, and any such Claims shall be deemed fully satisfied, released, and discharged.

As further described below, holders of Administrative Expense Claims based on liabilities incurred by the Debtor in the ordinary course of its business shall not be required to file or serve any request for payment of such Administrative Expense Claims. Such Administrative Expense Claims shall be satisfied pursuant to Section 2.1.3.

2.1.2. *Administrative Expense Claims Generally.*

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with respect to such Allowed Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim shall receive, on account of and in full and complete settlement, release and discharge of, and in exchange for, such Claim, payment of Cash in an amount equal to such Allowed Administrative Expense Claim on or as soon as reasonably practicable after the later of: (a) the Effective Date; (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim; (c) such other date(s) as such holder and the Debtor or the

Reorganized Debtor shall have agreed; or (d) such other date ordered by the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtor's operations during the Chapter 11 Case may be paid by the Debtor or the Reorganized Debtor in the ordinary course of business and in accordance with the terms and conditions of the particular agreements governing such obligations, course of dealing, course of operations, or customary practice.

2.1.3. *Ordinary Course Liabilities.*

Allowed Administrative Expense Claims based on liabilities incurred by the Debtor in the ordinary course of its business shall be satisfied by the Reorganized Debtor pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Expense Claims, without any further action by the holders of such Administrative Expense Claims or further approval of the Bankruptcy Court.

2.1.4. *Professional Fee Claims.*

All Professionals or other Persons requesting the final allowance and payment of compensation and/or reimbursement of expenses pursuant to sections 328, 330, 331 and/or 503(b) of the Bankruptcy Code for services rendered during the period from the Filing Date to and including the Effective Date shall file and serve final applications for allowance and payment of Professional Fee Claims on counsel to the Debtor and the United States Trustee no later than the first Business Day that is forty-five (45) days after the Effective Date. Objections to any Professional Fee Claim must be filed and served on the Reorganized Debtor and the applicable Professional within twenty-one (21) calendar days after the filing of the final fee application that relates to the Professional Fee Claim (unless otherwise agreed by the Debtor or the Reorganized Debtor, as applicable, and the Professional requesting allowance and payment of a Professional Fee Claim).

Allowed Professional Fee Claims shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court on or as soon as reasonably practicable after the later of: (a) the date upon which an order relating to any such Allowed Professional Fee Claim is entered; and (b) such other date(s) as the holders of the Allowed Professional Fee Claim and the Debtor or the Reorganized Debtor, as applicable, shall have agreed.

The Reorganized Debtor is authorized to pay compensation for services rendered or reimbursement of expenses incurred by its Professionals after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

2.2 Statutory Fees and Court Costs.

Statutory Fees and Court Costs will be paid in full in Cash by the Reorganized Debtor on the Effective Date or as soon as practicable thereafter or as required under the Office of the United States Trustee's quarterly payment guidelines. After confirmation, the Reorganized Debtor will continue to pay quarterly fees to the Office of the United States Trustee and file quarterly reports with the Office of the United States Trustee until this case is closed by the Bankruptcy Court, dismissed, or converted. This requirement is subject to any amendments to 28 U.S.C. § 1930(a)(6)

that Congress makes retroactively applicable to confirmed Chapter 11 cases. In the event the Trustee opposes the closure of the Chapter 11 Case, the Trust will be responsible for the payment of all Statutory Fees and Court Costs from the date of the filing of any such opposition through the closure of the Chapter 11 Case. The Trust will be responsible for the payment of Statutory Fees and Court Costs should the Trustee reopen the Chapter 11 Case in the future. In the event that the Trust fails to pay any applicable Statutory Fees and Court Costs under the circumstances contemplated in this Section 2.2, the Reorganized Debtor may pay the applicable Statutory Fees and Court Costs and seek reimbursement from the Trust. This requirement is subject to any amendments to 28 U.S.C. § 1930(a)(6) that Congress makes retroactively applicable to confirmed Chapter 11 cases.

2.3 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive on account of and in full and complete settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim, at the sole option of the Debtor or the Reorganized Debtor, as applicable, Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Effective Date, (b) the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, and (c) the date such Allowed Priority Tax Claim is due and payable in the ordinary course as such obligation becomes due; provided, however, that the Debtor reserves the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.

ARTICLE III CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 Classification of Claims and Interests.

3.1.1. *Classification in General.*

A Claim or Interest is placed into a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is placed into a particular Class only to the extent that such Claim or Interest is Allowed in that Class (if applicable) and has not been satisfied, released, or otherwise settled prior to the Effective Date. If a Claim is acquired or transferred, the Claim will be placed in the class where it would have been placed if it were owned by the original holder of such Claim. If a holder of a Claim has more than one Claim in the same class, such Claims will be aggregated and treated as a single Claim. If a holder of a Claim has Claims in different classes, such Claims will be aggregated only within the same class and not between classes.

3.1.2. *Summary of Classification.*

The following table designates the Classes of Claims and Interests and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or

deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified.

Class	Designation	Impaired / Unimpaired	Entitled to Vote
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	General Unsecured Claims	Unimpaired	Deemed to Accept
4	Known Survivor Claims	Impaired	Yes
5	Unknown Survivor Claims	Impaired	Yes
6	Late-Filed Survivor Claims	Unimpaired	Deemed to Accept
7	Non-Survivor Litigation Claims	Impaired	Yes
8	Pension Plan Note Claim	Unimpaired	Deemed to Accept
9	Parish and School Claims	Impaired	Yes

3.2 Treatment of Claims and Interests.

3.2.1. *Class 1—Other Priority Claims.*

a. Classification. Class 1 consists of all Other Priority Claims.

b. Treatment. Except to the extent that a Class 1 Claimant agrees to less favorable treatment of such Claim, in exchange for full and final satisfaction of such Allowed Other Priority Claim, at the sole option of the Reorganized Debtor: (a) each such Class 1 Claimant shall receive payment in Cash in an amount equal to such Allowed Other Priority Claim, payable on or as soon as reasonably practicable after the last to occur of (i) the Effective Date, (ii) the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, and (iii) the date on which a Class 1 Claimant and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing; or (b) satisfaction of such Allowed Other Priority Claim in any other manner that renders the Allowed Other Priority Claim Unimpaired, including Reinstatement.

c. Voting. Class 1 is Unimpaired, and each Class 1 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 1 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 1 Claimants will not be solicited with respect to Other Priority Claims.

3.2.2. *Class 2—Other Secured Claims.*

a. Classification. Class 2 consists of all Other Secured Claims. To the extent that Other Secured Claims are Secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 2 for purposes of voting to accept or reject the Plan and receiving Plan Distributions under the Plan.

b. Treatment. Except to the extent that a Class 2 Claimants agrees to less favorable treatment of their Class 2 Claim, in exchange for full and final satisfaction of such Allowed Other Secured Claim, each Class 2 Claimant will receive, at the sole option

of the Reorganized Debtor: (a) Cash in an amount equal to the Allowed amount of such Claim, including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, payable on or as soon as reasonably practicable after the last to occur of (i) the Effective Date, (ii) the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, and (iii) the date on which the Class 2 Claimant and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing; (b) satisfaction of such Other Secured Claim in any other manner that renders the Allowed Other Secured Claim Unimpaired, including Reinstatement; or (c) return of the applicable collateral on the Effective Date or as soon as reasonably practicable thereafter in satisfaction of the Allowed amount of such Other Secured Claim.

c. Voting. Class 2 is Unimpaired, and each Class 2 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 2 Claimants are not entitled to vote to accept or reject the Plan, and the votes of such Class 2 Claimants will not be solicited with respect to Other Secured Claims.

3.2.3. Class 3—General Unsecured Claims.

a. Classification. Class 3 consists of General Unsecured Claims.

b. Treatment. Except to the extent that a Class 3 Claimant agrees to less favorable treatment of their Class 3 Claim, in exchange for full and final satisfaction of such Allowed General Unsecured Claim, at the sole option of the Reorganized Debtor: (a) each Class 3 Claimant shall receive payment in Cash in an amount equal to such Allowed General Unsecured Claim, payable on or as soon as reasonably practicable after the last to occur of (i) the Effective Date, (ii) the date on which such General Unsecured Claim becomes an Allowed General Unsecured Claim, and (iii) the date on which the Class 3 Claimant and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing; or (b) satisfaction of such Allowed General Unsecured Claim in any other manner that renders the Allowed General Unsecured Claim Unimpaired, including Reinstatement.

c. Voting. Class 3 is Unimpaired, and each Class 3 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 3 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 3 Claimants will not be solicited with respect to General Unsecured Claims.

3.2.4. Class 4—Known Survivor Claims.

a. Classification. Class 4 consists of Known Survivor Claims.

b. Treatment. The Plan creates a Trust to fund payments to Class 4 Claimants entitled to such payments under the Plan, the Trust Agreement, and the Trust Distribution Plan. The Trust shall be funded as provided in Article IV of this Plan. As of the Effective Date, the liability of Protected Parties and Settling Insurers for all Class 4 Claims that are Channeled Claims shall be assumed fully by the Trust, without further act, deed, or court order, and pursuant to the Channeling Injunction in **Article XII**, shall be satisfied solely from the Trust as set forth in the Plan Documents and Confirmation Order and without any

further liability of the Protected Parties and Settling Insurers beyond their contributions under the Plan. Class 4 Claimants are enjoined from filing any future Claims covered under the Settling Insurer Policies against any Protected Party or Settling Insurer and may not proceed in any manner against any such Persons in any forum whatsoever.

No Class 4 Claimant shall receive any payment from the Trust unless and until such Class 4 Claimant has executed the Survivor Claimant Release attached as **Exhibit D** to this Plan. Each Class 4 Claimant must execute a release of Claims against the Settling Insurers as provided in Exhibit D and must release all Claims against the Debtor, the Reorganized Debtor, and any other Protected Party.

c. Voting. Class 4 is Impaired, and each Class 4 Claimant is entitled to vote to accept or reject the Plan.

3.2.5. Class 5—Unknown Survivor Claims.

a. Classification. Class 5 consists of Unknown Survivor Claims.

b. Treatment. The Plan creates a Trust to fund payments to Class 5 Claimants entitled to such payments under the Plan, the Trust Agreement, and the Trust Distribution Plan. The Trust shall be funded as provided in Article IV of this Plan. The Debtor or Reorganized Debtor shall fund the Unknown Survivor Claims Reserve as set forth in Article IV of this Plan, which shall be the maximum amount the Debtor, Reorganized Debtor, or other Protected Party shall be obligated to contribute to the Trust for any Unknown Survivor Claim. As of the Effective Date, the liability of Protected Parties and Settling Insurers for all Class 5 Claims that are Channeled Claims shall be assumed fully by the Trust, without further act, deed, or court order, and pursuant to the Channeling Injunction in **Article XII**, shall be satisfied solely from the Unknown Survivor Claims Reserve, as set forth in the Plan Documents and Confirmation Order. Class 5 Claimants are enjoined from filing any future Claims against any Protected Party or Settling Insurer and may not proceed in any manner against any such Persons in any forum whatsoever.

No Class 5 Claimant shall receive any payment from the Trust unless and until such Class 5 Claimant has executed the Survivor Claimant Release attached as **Exhibit D** to this Plan. Each Class 5 Claimant must execute a release of Claims against the Settling Insurers as provided in Exhibit D and must release all Claims against the Debtor, the Reorganized Debtor, and any other Protected Party.

c. Voting. Class 5 is Impaired, and each Class 5 Claimant is entitled to vote to accept or reject the Plan.

3.2.6. Class 6—Late-Filed Survivor Claims.

a. Classification. Class 6 consists of Late-Filed Survivor Claims.

b. Treatment. The Plan creates a Trust to fund payments to Class 6 Claimants entitled to such payments under the Plan, the Trust Agreement, and the Trust Distribution

Plan. The Trust shall be funded as provided in Article IV of this Plan. As of the Effective Date, liability of Protected Parties and Settling Insurers for all Class 6 Claims that are Channeled Claims shall be assumed fully by the Trust, without further act, deed, or court order, and, pursuant to the Channeling Injunction in Article XII, shall be satisfied solely from the Trust as set forth in the Plan Documents and Confirmation Order.

No Class 6 Claimant shall receive any payment from the Trust unless and until such Class 6 Claimant has executed the Survivor Claimant Release attached as Exhibit D to this Plan. Each Class 6 Claimant must execute a release of Claims against the Settling Insurers as provided in Exhibit D and must release all Claims against the Debtor, the Reorganized Debtor, and any other Protected Party.

c. Voting. Class 6 is Unimpaired, and each Class 6 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 6 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 6 Claimants will not be solicited with respect to Class 6 Claims.

3.2.7. Class 7—Non-Survivor Litigation Claims.

a. Classification. Class 7 consists of Non-Survivor Litigation Claims.

b. Treatment. Except to the extent that a Class 7 Claimant agrees to less favorable treatment, in exchange for full and final satisfaction of such Allowed Non-Survivor Litigation Claim, the Class 7 Claimant shall seek to collect upon such Non-Survivor Litigation Claim solely from applicable insurance proceeds. No Class 7 Claimant shall: (i) seek to compel the Debtor or Reorganized Debtor to pay any deductible, retainage, or any other amount for or on account of any insurance carrier, provider, broker, or policy; or (ii) obtain any distribution from the Debtor's estate in or arising out of such Non-Survivor Litigation Claim.

c. Voting. Class 7 is Impaired, and each Class 7 Claimant is entitled to vote to accept or reject the Plan.

3.2.8. Class 8—Pension Plan Note Claim.

a. Classification. Class 8 consists of the Pension Plan Note Claim.

b. Treatment. On the Effective Date, the Debtor will assume the Pension Plan Note and any obligations thereunder.

c. Voting. Class 8 is Unimpaired, and each Class 8 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 8 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 8 Claimants will not be solicited with respect to Class 8 Claims.

3.2.9. Class 9—Parish and School Claims.

a. Classification. Class 9 consists of Parish Claims and School Claims.

b. Treatment. The Debtor has reached a global settlement with the Parishes and Schools, which is embodied in the Plan. As one component of the settlement, and to maximize recovery for Survivor Claimants, the Parishes and Schools have agreed to waive all rights to distributions on account of their Class 9 Claims. Accordingly, there will be no distribution to the holders of any Class 9 Claims on account of such Class 9 Claims.

c. Voting. Class 9 is Impaired, and Class 9 Claimant is entitled to vote to accept or reject the Plan.

3.3 Elimination of Vacant Classes.

Any Class of Claims against the Debtor that, as of the commencement of the confirmation hearing, does not have at least one holder of a Claim that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class. For the avoidance of doubt, this Section 3.3 shall not apply to Class 4 Claims.

3.4 Presumed Acceptance by Voting Classes That Do Not Vote.

If a Class contains Claims eligible to vote on the Plan and no holder of a Claim in such Class eligible to vote on the Plan votes to accept or reject the Plan, the Plan shall be presumed accepted by the Class.

3.5 Special Provisions Relating to Creditors' Rights of Setoff and Recoupment.

Nothing in this Plan shall expand or enhance a Creditor's right of setoff or recoupment, which shall be determined as of the Filing Date. Nothing in this Plan is intended, nor shall be interpreted, to approve any Creditor's effectuation of a post-Filing Date set off or recoupment without the consent of the Debtor unless prior Bankruptcy Court approval has been obtained.

ARTICLE IV TRUST

4.1 Establishment of Trust.

On the Effective Date, the Trust shall be established for the purposes of: (a) assuming liability of Protected Parties and Settling Insurers for Channeled Claims; and (b) receiving, liquidating, and distributing Trust Assets.

4.2 Funding of the Trust.

The Trust will be funded from the sources and in the manner set forth in this Section 4.2. In addition to the contributions described in this Section 4.2, the Protected Parties will waive certain Claims against the Debtor and Settling Insurers, as set forth more specifically below.

4.2.1. *Transfers from the Debtor to the Trust.*

The Debtor will transfer or otherwise cause to be transferred to the Trust Five Million Five Hundred Thousand Dollars (\$5,500,000) within ten (10) Business Days of the Effective Date. The Debtor's contribution to the Trust is being made in respect of uninsured exposure of the Debtor for Survivor Claims.

4.2.2. *Transfers from Parishes and Schools to the Trust.*

The Parishes, Schools, and Related Non-Debtor Entities will transfer or otherwise cause to be transferred to the Trust Two Million Dollars (\$2,000,000) within ten (10) Business Days of the Effective Date. The Parishes', Schools' and Related Non-Debtor Entities' contribution to the Trust is being made in respect of their uninsured exposure for Survivor Claims.

4.2.3. *Settling Insurer Contributions.*

All rights to receive payment under the Insurance Settlement Agreements shall be assigned to the Trust, and each Settling Insurer will pay its Insurance Settlement Amount to the Trust within the time set forth in its respective Insurance Settlement Agreement.² The total amount that will be paid into the Trust by the Settling Insurers is \$10,750,000.

4.2.4. *Unknown Survivor Claims Reserve.*

For a period of forty-eight (48) months, the Debtor or Reorganized Debtor, as applicable, shall be obligated to fund the Trust, for the benefit of Unknown Survivor Claimants, a maximum amount not to exceed the lesser of: (i) the aggregate amount of all awards to Unknown Survivor Claimants finally determined in accordance with the Plan, Trust Distribution Plan, Confirmation Order, and Trust Documents and (ii) \$600,000 (such amount, the "***Unknown Survivor Claims Reserve***"). The Unknown Survivor Claims Reserve shall be administered as provided in the Trust Agreement and Trust Distribution Plan. At the expiration of the forty-eight (48) month period, neither the Debtor, Reorganized Debtor, Trust, nor any other Protected Party or Settling Insurer shall have any liability for Unknown Survivor Claims. The Unknown Survivor Claims Reserve amount set forth above is the maximum amount that the Debtor or Reorganized Debtor shall be obligated to contribute to the Trust for any Unknown Survivor Claim.

4.3 Vesting.

On the Effective Date, all Trust Assets shall vest in the Trust, and the Protected Parties shall be deemed for all purposes to have transferred all of their respective Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Protected Parties shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of control of Trust Assets in accordance with this paragraph, the Protected Parties shall have no further Interest in or with respect to the Trust Assets.

² The Debtor and Committee agreed to dismiss with prejudice all claims against Colonial Penn. 4870-2014-6244.2

4.4 Appointment of the Trustee.

The initial Trustee has been identified in Exhibit C. The Trustee shall commence serving as the Trustee on the Confirmation Date; *provided, however*, that the Trustee shall be permitted to act in accordance with the terms of the Trust Agreement from such earlier date, as authorized by the Debtor, and shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and the Plan.

4.5 Rights and Responsibilities of Trustee.

The Trust shall be established for the purposes described in this Section 4.5. The Trust shall receive, and be deemed to be the sole assignee of, the transfer and assignment of the Trust Assets as provided in this Article IV, including the contributions set forth in Section 4.2.1, Section 4.2.2, Section 4.2.3, and Section 4.2.4. The Trust shall make Trust Distributions to the Survivor Claimants. The Trust shall fund the costs and expenses in executing these functions, in accordance with this Plan, the Trust Agreement, and the Trust Distribution Plan, with the aim of preserving, managing, and maximizing Trust Assets to pay Survivor Claimants and with no objective to continue or engage in the conduct of a trade or business. The proposed Trust Agreement and Trust Distribution Plan are attached to this Plan as Exhibit C and Exhibit I, respectively.

Upon the Effective Date, the Trust may take any action required to enforce the Insurance Settlement Agreements. Additionally, the Trust may seek enforcement of the Plan, Confirmation Order, or any other Final Order entered by the Bankruptcy Court in this Chapter 11 Case that may affect the Trust's administration of Trust Assets or otherwise perform its duties pursuant to the Plan. Among other things, the Trustee: (a) shall liquidate and convert to Cash the Trust Assets, make timely Trust Distributions, and not unduly prolong the duration of the Trust; (b) may request an expedited determination of taxes of the Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust; and (c) may retain professionals, including Agents on behalf of the Trust, at the Trust's sole expense, as reasonably necessary and to carry out the obligations of the Trustee hereunder and under the Trust Agreement. The Confirmation Order shall state that, absent permission of the Bankruptcy Court, no Action shall be commenced in any forum other than the Bankruptcy Court against the Trustee in its official capacity, with respect to its status, duties, powers, acts, or omissions as Trustee.

4.6 Investment Powers; Permitted Cash Expenditures.

All funds held by the Trust shall 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 Trust Agreement. The Trustee may expend such Cash in a manner consistent with the terms of the Trust Agreement.

4.7 Registry of Beneficial Interests.

To evidence the beneficial interest in the Trust of each holder of such an Interest, the Trustee shall maintain a registry of beneficiaries.

4.8 Non-Transferability of Interests.

Any transfer of an Interest in the Trust shall not be effective until and unless the Trustee receives written notice of such transfer.

4.9 Tax Matters.

The 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 Debtor is the “transferor” within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trustee shall be classified as the “administrator” within the meaning of Treasury Regulation Section 1.468B-2(k)(3). The Trust Documents, including the Trust Agreement, are incorporated herein by reference. The Trust shall not be deemed to be the same legal entity as the Debtor or the Reorganized Debtor, but only the assignee of certain assets of the Debtor and a representative of the Estate for delineated purposes within the meaning of section 1123(b)(3) of the Bankruptcy Code. The Trust is expected to be tax exempt. The Trustee shall 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. §§ 900 et seq., and Pennsylvania law and the regulations promulgated thereunder, and shall pay from the Trust all taxes, assessments, and levies upon the Trust, if any.

4.10 Immunity; Liability; Indemnification.

4.10.1. *No Liability for Reorganized Debtor or Trustee*

Neither the Reorganized Debtor or its Agents, nor the Trustee or its Agents, shall be liable for the acts or omissions of any other Agents of such Trustee, except that the Trustee shall be liable for its specific acts or omissions resulting from such Trustee’s misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty. The Trustee may, in connection with the performance of its functions and in its sole and absolute discretion, consult with its Agents, and shall 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 Persons. Notwithstanding such authority, the Trustee shall not be under any obligation to consult with its Agents, and its determination not to do so shall not result in the imposition of liability on the Trustee unless such determination is based on the Trustee’s recklessness, gross negligence, willful misconduct, or fraud.

4.10.2. *No Recourse Against Trustee*

No recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any Agent retained in accordance with the terms of the Trust Agreement or the Plan by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Trustee in implementation of the Trust Agreement or the Plan, or by reason of the creation of any indebtedness by the Trustee under the Plan for any purpose authorized by the Trust Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only

against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had directly against the Trustee. The Trust shall not be covered by a bond.

4.10.3. *Indemnification by Trust*

The Trust shall defend, indemnify, and hold harmless the Trustee and its Agents to the fullest extent permitted under the laws of Pennsylvania in the performance of their duties hereunder.

Additionally, each Protected Party, and each of their respective Agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative, or arbitral action, by reason of any act or omission of the Trust or Trustee or respective Agents, relating to (a) the assessment or liquidation of any Survivor Claims, (b) the administration of the Trust and the implementation of the Trust Distribution Plan, or (c) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent that a corporation or trust organized under the laws of Pennsylvania is from time to time entitled to indemnify and defend its Agents against reasonable Claims of all kinds incurred by the Debtor or Reorganized Debtor, and their respective Agents, in connection with or resulting from such action, suit or proceeding, provided such expenditures have been approved by the Trust in advance such approval not to be unreasonably withheld.

Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, and the Protected Parties, and their respective Agents relating to any Action, whether civil, administrative, or arbitral, from which they are entitled to be indemnified by the Trust, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trustee, the Debtor, the Reorganized Debtor, and their respective Agents, to repay such amount in the event that it shall be determined ultimately by Final Order that such Trustee, the Debtor, the Reorganized Debtor, and their respective Agents are not entitled to be indemnified by the Trust.

4.11 Trust Liability.

On the Effective Date, the Trust shall automatically and without further act or deed assume: (a) all liability, if any, of the Protected Parties and Settling Insurers in respect of Channeled Claims, in accordance with the terms of this Plan; and (b) the responsibility for preserving, managing, and distributing Trust Assets.

4.12 Termination.

The Trust shall terminate after its liquidation, administration, and distribution of the Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreement. The Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date.

ARTICLE V SURVIVOR CLAIMS

5.1 Assessment and Treatment of Survivor Claims.

Each Survivor Claim will be assessed by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan to determine whether the Survivor Claimant is entitled to a Trust Distribution. The Protected Parties shall reasonably cooperate with the Survivor Claims Reviewer and the Trustee in connection with any inquiries by either in the administration of the Trust Distribution Plan. Any payment on a Survivor Claim constitutes payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

5.2 Legal Effect of Estimation of Claims and Distributions Under Trust Distribution Plan.

The Survivor Claims Reviewer's determinations are for estimation purposes only and shall not be a finding or fixing of the fact or liability or the amount payable for any Survivor Claim with any binding legal effect, other than for distribution purposes by the Trust pursuant to the Trust Distribution Plan. The determination of qualification, estimation of claims, and payment of Trust Distributions is not an admission of liability by any Protected Party or the Trust with respect to any Survivor Claims and has no *res judicata* or collateral estoppel effect on any Protected Party, the Trust, or any Settling Insurer. Trust Distributions do not release the Debtor nor are Trust Distributions an accord or novation of the Debtor's liability on account of the Survivor Claims. The Trust's act of making a distribution is immaterial to, and shall not be construed as, a determination or admission of any Protected Party's liability for, or damages with respect to, any Survivor Claim. The determination of qualification, estimation of claims, and payment of distributions is not a settlement, release, accord, or novation of any Survivor Claims and cannot be used by any Joint Tortfeasor as a defense to any alleged joint liability.

Neither the Survivor Claims Reviewer's review of a Survivor Claim and determination of qualification, nor the Trust's estimation of claims or payment of distributions shall constitute a trial, an adjudication on the merits, or evidence of liability or damages in any litigation with the Protected Parties or any other Person.

5.3 Release and Discharge of Survivor Claims.

No Survivor Claimant shall receive any payment on any award unless and until such Survivor Claimant has executed the Survivor Claimant Release attached as **Exhibit D** to this Plan. Each Survivor Claimant must execute a release of all Claims against the Settling Insurers as set forth in **Exhibit D** and must release all claims against the Debtor, the Reorganized Debtor, and the other Protected Parties.

Nothing in this Plan shall release or otherwise discharge any Person that is not a Protected Party from any liability for a Survivor Claim addressed in or by this Plan; provided, however, no Person who is, or was alleged to be, a Joint Tortfeasor with any of the Protected Parties in

connection with Abuse that forms the basis of a Survivor Claim shall be liable for any Protected Party's share of causal liability or fault for such Survivor Claim.

5.4 Objections and Litigation after the Effective Date.

As of the Effective Date, the Trustee shall have the right to object to Survivor Claims. In addition, the Reorganized Debtor may object to any Unknown Survivor Claim and reserves all of its rights and defenses with respect to such Unknown Survivor Claims.

5.5 Objections Deemed Withdrawn.

Any objection asserted by the Debtor or other party in interest to a Survivor Claim that is also a Channeled Claim pending as of the Effective Date is deemed withdrawn without prejudice.

5.6 Claim Withdrawal.

A Survivor Claimant may withdraw his or her Survivor Claim at any time on written notice to the Trustee. If withdrawn, (a) the Survivor Claim will be withdrawn with prejudice and may not be reasserted, and such Survivor Claimant shall still be subject to the injunctive and other similar relief provided by this Plan, including the relief provided in Article XII of this Plan; and (b) any reserve maintained by the Trust on account of such Survivor Claim shall be treated by the Trust as a Trust Asset for distribution in accordance with the Plan and Trust Distribution Plan. For the avoidance of doubt, each Protected Party and the Trust shall retain any and all defenses that may exist with respect to any withdrawn Survivor Claim.

5.7 Distributions to Survivor Claimants.

For the avoidance of doubt, Survivor Claimants' recovery is limited to their Trust Distributions and they shall not be entitled to collect any additional amounts whatsoever from any Protected Party or any Protected Party's assets, or from any Settling Insurers or Settling Insurers' assets, for any Survivor Claims that are Channeled Claims, even if they are denied a Trust Distribution. For the avoidance of doubt, the sole source of payment to Class 5 Claimants shall be the Unknown Survivor Claims Reserve.

5.8 Survivor Claims Reviewer.

The Trustee shall retain the Survivor Claims Reviewer. Fees payable to the Survivor Claims Reviewer for review of Survivor Claims shall be paid from the Trust Assets.

5.9 Medicare Procedures.

With respect to all Class 4 Claims only, the Trust shall maintain sufficient funds to pay any Medicare Claims and to perform the following duties:

5.9.1. It is the position of the Debtor that none of the Protected Parties, the Trust, or the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Trust, under the reporting provisions of MSP or MMSEA. Prior to

making any payments to any claimants, the Trust shall seek a statement or ruling from the United States Department of Health and Human Services (“*HHS*”) that neither the Trust, any Protected Party, or any Settling Insurer has any reporting obligations under MMSEA with respect to payments to the Trust by the Protected Parties or Settling Insurers or payments by the Trust to Claimants. Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Third Circuit or the United States Supreme Court), or written confirmation from HHS that none of the Protected Parties or the Settling Insurers has any reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the Trust or with respect to the contributions the Protected Parties and the Settling Insurers have made or will make to the Trust, the Trust shall, 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 shall timely submit all reports that would be required to be made by any Protected Party or Settling Insurer under MMSEA on account of any Claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Trust, including reports that would be required if the payments to the Trust by a Protected Party or Settling Insurer were determined to be made pursuant to “applicable plans” for purposes of MMSEA, or any Protected Party or Settling Insurer were otherwise found to have MMSEA reporting requirements. The Trust, in its role as reporting agent for the Protected Parties and Settling Insurers, shall follow all applicable guidance published by CMS to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

5.9.2. If the Trust is required to act as a reporting agent for any Protected Party or Settling Insurer pursuant to Section 5.9.1, the Trust shall provide a written certification to each Protected Party and Settling Insurer within twenty-one (21) days following the end of each calendar quarter, confirming that all reports to CMS required by Section 5.9.1 have been submitted in a timely fashion, and identifying: (a) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance; and (b) any payments to Medicare beneficiaries that the Trust did not report to CMS.

5.9.3. With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall, upon request by any Protected Party or 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 Trust may redact from such copies the Redacted Information. With respect to any such reports, the Trust shall reasonably undertake to remedy any issues of noncompliance identified by CMS, resubmit such reports to CMS, and, upon request by any Protected Party or Settling Insurer, provide each Protected Party and Settling Insurer copies of such resubmissions; provided, however, that the Trust may redact the Redacted Information. If the Trust is unable to remedy its noncompliance, the provisions of Section 5.9.7 shall apply.

5.9.4. If the Trust is required to act as a reporting agent for a Protected Party or Settling Insurer pursuant to the provisions of Section 5.9.1, with respect to each Channeled Claim of a Medicare beneficiary paid by the Trust and not disclosed to CMS, the Trust shall, upon request by any Protected Party or Settling Insurer, promptly provide the last

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four digits of the Claimant's Social Security number, the year of the Claimant's birth and any other information in the possession or control of the Trust that may be necessary in the reasonable judgment of any Protected Party or Settling Insurer to satisfy their obligations, if any, under MMSEA, as well as the basis for the Trust's failure to report the payment. In the event any Protected Party or Settling Insurer informs the Trust that it disagrees with the Trust's decision not to report a Claim paid by the Trust, the Trust shall promptly report the payment to CMS. All documentation relied upon by the Trust in making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

5.9.5. If the Trust is required to act as a reporting agent for any Protected Party, or Settling Insurer pursuant to the provisions of Section 5.9.1, the Trust shall make the reports and provide the certifications required in this Section 5.9 until such time as such Protected Party or Settling Insurer determines, in its reasonable judgment, that it has no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Trust or contributions to the 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 5.9.1, and if any Protected Party or Settling Insurer reasonably determines, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Trust shall promptly perform its obligations under Section 5.9.

5.9.6. Section 5.9 is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that the Protected Parties and/or Settling Insurers have made payments pursuant to "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any acts undertaken by the Trust or contributions to the Trust under MMSEA or any other statute or regulation.

5.9.7. If CMS concludes that reporting done by the Trust in accordance with Section 5.9 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 Trust, any Protected Party or Settling Insurer a concern with respect to the sufficiency or timeliness of such reporting, or there appears to any Protected Party or 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 5.9, or other credible information, then each Protected Party and Settling Insurer shall have the right to submit its own reports to CMS under MMSEA, and the Trust shall provide to any Person that elects to file its own reports such information in its possession or control as the electing party may reasonably require in order to comply with MMSEA, including the full reports filed by the Trust pursuant to Section 5.9, without any redactions. The Protected Parties and Settling Insurers shall keep any information they receive from the Trust pursuant to this Section 5.9 confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

5.9.8. Notwithstanding any other provisions hereof, the Trust shall not be required to report as required by this Section 5.9 until the Person on whose behalf the Trust is

required to report shall have provided its Medicare Reporting Number, if one exists. Moreover, the Trust shall have no indemnification obligation under this Section 5.9 to such Person for any penalty, interest, or sanction with respect to a Claim that may arise on account of such Person's failure timely to provide its Medicare Reporting Number, if one exists, to the Trust in response to a timely request by the Trust for such Medicare Reporting Number. However, nothing relieves the Trust from its reporting obligations with respect to each Person who provides the Trust with its Medicare Reporting Number. The Trust shall indemnify each Protected Party and Settling Insurer for any failure to report payments to Medicare eligible Channeled Claimants on behalf of Persons who have timely supplied Medicare Reporting Numbers, if any exists.

5.9.9. Prior to remittance of funds to any Channeled Claimant or counsel therefor, the Trustee shall obtain in respect of any Channeled Claim a certification from the Claimant that said Claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under MSP relating to such Channeled Claim. If the Trust receives no such certification, the Trust may withhold payment from any Claimant the funds sufficient to assure that all obligations owing or potentially owing for Medicare Claims are paid to CMS. The Trust shall provide a quarterly certification of its compliance with this Section 5.9.9 to each Protected Party and Settling Insurer, and permit reasonable audits by such Persons, no more often than annually, to confirm the Trust's compliance with this Section 5.9.9. For the avoidance of doubt, the Trust shall be obligated to comply with the requirements of this Section 5.9.9 regardless of whether any Protected Party or Settling Insurer elects to file its own reports under MMSEA pursuant to Section 5.9.7.

5.9.10. Compliance with the provisions of this Section 5.9 shall be a material obligation of the Trust under the Plan, in favor of the Protected Parties and Settling Insurers under the Plan.

5.9.11. The Trust shall defend, indemnify, and hold harmless the Protected Parties and Settling Insurers from any Medicare Claims reporting and payment obligations relating to its payment of Channeled Claims, including any obligations owing or potentially owing under MMSEA or MSP, and any Claims related to the Trust's obligations under Section 5.9.

5.9.12. The Social Security Administration may change (or may have already changed) its processes and/or procedures in a manner that is inconsistent with the foregoing. The Trustee shall make best efforts to comply meaningfully with the foregoing while adhering to the Social Security Administration's most recent processes, procedures, and requirements.

5.10 Medicare Claims Indemnity.

The Trust shall defend, indemnify, and hold harmless the Protected Parties and the Settling Insurers from any Medicare Claims and any Claims related to the Trust's obligations under this Plan.

ARTICLE VI SETTLING INSURERS

6.1 Insurance Settlement Agreements.

Each Insurance Settlement Agreement is effective and binding upon all Persons who have notice, and any of the foregoing Persons' successors and assign, upon the entry of an Approval Order and satisfaction of all conditions precedent. Payments by each Settling Insurer to the Trust, and the releases by the Protected Parties of each Settling Insurer, pursuant to the Insurance Settlement Agreements shall occur and/or be effective according to the terms of each such agreement. The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and consummation of the Plan. The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Approval Order approving such Insurance Settlement Agreement, the Plan and the Confirmation Order.

6.2 Sale Free and Clear of Interests of Settling Insurer Policies.

As provided in each of the respective Insurance Settlement Agreements, each and every Settling Insurer Policy shall be sold to the issuing Settling Insurer, pursuant to sections 105, 363, and 1123 of the Bankruptcy Code, free and clear of all liens, Claims and Interests of all Persons. However the certificates of insurance issued by Catholic Mutual and TNCRRG, respectively, to the Debtor shall not be sold.

6.3 Resolution of Claims Involving Settling Insurers.

The Confirmation Order shall provide that within ten (10) days after payment of the Insurance Settlement Amounts, the Debtor and the Settling Insurers shall effect dismissal with prejudice of their Claims against each other in the Insurance Coverage Adversary Proceeding, with each side to bear its own fees and costs.

6.4 Further Assurances; Non-Material Modifications.

From and after the Effective Date, the Reorganized Debtor and the Settling Insurers shall 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 Insurance Settlement Agreements without further order of the Bankruptcy Court. The Reorganized Debtor and the Settling Insurers may make technical or immaterial alterations, amendments, modifications, waivers, or supplements to the terms of any Insurance Settlement Agreement and/or the Plan, subject to the requirements of the respective agreements. A class of Claims that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or supplemented under this Section 6.4, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such class. An order of the Bankruptcy Court approving any amendment or modification made pursuant to this Section 6.4 shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

6.5 Indemnification Obligations.

Upon the Trust's receipt of each Settling Insurer's respective Insurance Settlement Amount, the Trust shall defend, indemnify, and hold harmless such Settling Insurer from and against any and all Channeled Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless the Settling Insurers from and against all other Claims that are subject to any indemnity obligation to the Settling Insurers under any Insurance Settlement Agreement or this Plan. The indemnification obligations of the Trust or Reorganized Debtor to the Settling Insurers includes Claims made by Persons over whom the Trust, Debtor, Parishes, Schools, Other Insured Entities, or Related Non-Debtor Entities do not have control, including any Person who asserts Channeled Claims against or under the Settling Insurer Policies and Persons who assert Contribution Claims or Extra-Contractual Claims against the Settling Insurers.

With respect to the indemnification obligations of the Trust or the Reorganized Debtor set forth above, the Settling Insurers may undertake the defense of any Claim on receipt of such Claim without affecting such indemnification obligations. The Settling Insurers shall notify the Trust or Reorganized Debtor, as applicable, as soon as practicable of any such Claims identified in this section and of their choice of preferred counsel. Any obligation of the Trust or Reorganized Debtor to indemnify the Settling Insurer under this Section 6.5 shall not exceed the Settlement Amount set forth in the Settlement Agreement as actually paid by the corresponding Settling Insurer. In defense of any such Claims, the Settling Insurers may settle or otherwise resolve a Claim consistent with the terms of this Plan and with the prior consent of the indemnifying party, which consent shall not be unreasonably withheld. Any indemnification obligations to the Settling Insurers assumed by the Trust will be channeled to and paid by the Trust.

6.6 Waiver/Consent.

In consideration of the releases and Channeling Injunction, the Supplemental Settling Insurer Injunction and other covenants set forth herein, subject to the occurrence of the Effective Date and the satisfaction of the other conditions precedent to the effectiveness of the Insurance Settlement Agreements, and upon receipt by the Trust of the Insurance Settlement Amounts, each of the Protected Parties: (a) irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Claims or Interests it has or might have now or in the future against the other Protected Parties or the Settling Insurers with respect to any contribution, subrogation, indemnification, or other similar Claim arising from or relating to released Survivor Claims covered or alleged to be covered under the Settling Insurer Policies, and any Settling Insurer Policies; and (b) consents to the sale of the Protected Parties' Claims and/or Interests, if any, in certain of the Settling Insurer Policies in accordance with the Insurance Settlement Agreements and to the contribution of the proceeds from such sale and settlement to the Trust, as provided in the Plan. Nothing in this Section 6.6 shall be construed to bar either (a) a Claim based on Abuse against a Person who is not a Protected Party or a Settling Insurer or (b) a Claim by such Person for insurance coverage in connection with a Claim described in the foregoing subsection (a) under an insurance policy other than a Settling Insurer Policy.

6.7 Rights Under Insurance Settlement Agreements.

The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Approval Order approving such Insurance Settlement Agreement, the Plan and the Confirmation Order.

6.8 Timing.

The injunctions, releases, and discharges to which any Settling Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation Order, the Approval Orders, and the Bankruptcy Code shall become effective pursuant to the terms of such Insurance Settlement Agreement.

ARTICLE VII MEANS FOR IMPLEMENTATION OF THE PLAN

7.1 General Settlement of Claims and Interests.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distribution, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of Claims and Interests, including any controversies relating to the contractual, legal, and subordination rights that holders of Claims or Interests might have with respect to any Claims or Interests under the Plan. Distributions made to holders of Claims or Interests in any Class are intended to be final.

7.2 Sources of Consideration for Distributions.

The Protected Parties shall fund Plan Distributions and Trust Distributions using Cash on hand or otherwise available. Trust Distributions shall also be funded by Insurance Settlement Amounts.

7.3 Organizational Documents.

The Reorganized Debtor shall enter into such agreements and may amend its formation, organizational, and/or governance documents, as applicable, to the extent necessary to implement the terms and provisions of the Plan. After the Effective Date, the Reorganized Debtor may amend and restate its organizational documents, and the Reorganized Debtor may file its charter, certificate of formation, bylaws, rules and regulations, or such other applicable organizational and/or governance documents, as applicable, and other constituent documents as permitted or required by applicable law.

7.4 Due Authorization.

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by Agents of the Debtor, Reorganized Debtor, or any other Person.

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7.5 Corporate Action.

On the Effective Date, all matters provided for herein that would otherwise require approval of the Debtor's management shall be deemed to have occurred and shall be in effect from and after the Effective Date, pursuant to applicable Pennsylvania law, without any requirement of further action by the Debtor's management.

7.6 Identity of Officers of Reorganized Debtor.

In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the Persons proposed to serve as the members or managers of the Reorganized Debtor and the persons proposed to serve as directors (if applicable) and officers of the Reorganized Debtor on and after the Effective Date are set forth on Exhibit F.

7.7 Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes.

The Debtor and Reorganized Debtor shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan. Pursuant to section 1146(a) of the Bankruptcy Code, the following shall not be subject to any stamp tax, real estate transfer tax, mortgage recording tax, sales or use tax, or similar tax: (a) the creation of any mortgage, deed of trust, lien, or other security interest; (b) the making or assignment of any lease or sublease; or (c) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, or assignments executed in connection with any of the foregoing or pursuant to this Plan.

ARTICLE VIII ESTIMATIONS/ASSESSMENTS

8.1 Estimations/Assessments are Not Binding.

Estimations of Survivor Claims for purposes of voting, and the determination of qualification, assignment of points, and payment of Trust Distributions shall not: (a)(i) constitute an admission of liability by any Person with respect to such Claims, (ii) have any res judicata or collateral estoppel effect on any Person, (iii) constitute a settlement, release, accord, satisfaction, or novation of such Claims, (iv) be used by any third-party as a defense to any alleged joint liability, or (v) otherwise prejudice any rights of the Trust, Protected Parties, Settling Insurers, and Survivor Claimants in all other contexts or fora; or (b) be deemed to constitute a determination of liability of any Person.

**ARTICLE IX
DISTRIBUTIONS AND CLAIMS ADMINISTRATION
FOR CLAIMS OTHER THAN SURVIVOR CLAIMS**

9.1 Distributions.

Unless otherwise provided in this Plan, distributions for Claims other than Survivor Claims shall be made by the Reorganized Debtor.

9.2 Method of Payment.

Except with respect to Survivor Claims, payments under this Plan will be made by check, mailed with first class postage pre-paid, to the holder of each Claim at the address listed on its Proof of Claim as of the Record Date (or by such other method as may be agreed to by the Reorganized Debtor and the applicable holder of a Claim), or if no Proof of Claim has been filed by the date of the hearing on confirmation, to the address listed on the Schedules as of the Record Date. Holders of Claims as of the Record Date may contact the Reorganized Debtor to amend their addresses as follows: (a) by e-mailing rcdharrisburg@epiqglobal.com; (b) by First-Class Mail to Roman Catholic Diocese of Harrisburg Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, P.O. Box 4421, Beaverton, Oregon 97076-4421; or (c) by hand delivery or overnight mail to Roman Catholic Diocese of Harrisburg Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005.

9.3 Reservation of Rights to Object to Claims.

Unless a Claim is expressly described as an Allowed Claim pursuant to or under the Plan, or otherwise becomes an Allowed Claim prior to the Effective Date, upon the Effective Date, the Reorganized Debtor or Trustee, as applicable, shall have and retain any and all objections to any and all Claims and motions or other requests for the payment of Claims, including any and all objections to the validity or amount of any and all alleged Administrative Expense Claims, and priority tax Claims. The failure to object to any Claim in this Chapter 11 Case shall be without prejudice to the Reorganized Debtor's or the Trustee's, as applicable, right to contest or otherwise defend against such Claim in the Bankruptcy Court when and if such Claim is sought to be enforced by the holder of such Claim.

9.4 Filing of Objections.

Except with respect to Survivor Claims or Administrative Expenses, any objections to Claims will be filed within ninety (90) days after the Effective Date (unless such day is not a Business Day, in which case such deadline will be the next Business Day thereafter) or at such later date as approved by the Bankruptcy Court upon request from the Reorganized Debtor. Any Claim objections arising solely under section 502(d) of the Bankruptcy Code are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting a Claim under Chapter 5 of the Bankruptcy Code. A Claim objection will be deemed properly served on the Claimant, if the Reorganized Debtor effects service by any of the following methods: (a) in accordance with Bankruptcy Rule 7004; (b) by first class mail on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or Interest or any attachment thereto;

or (c) by first class mail on any counsel that has appeared on the behalf of the claimholder in the Chapter 11 Case.

9.5 Procedures for Treating and Resolving Disputed Claims.

9.5.1. *No Distributions Pending Allowance.*

Notwithstanding any other provision hereof, no payments or distributions will be made with respect to all or any portion of a Disputed Claim, unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim.

9.5.2. *Claim Estimation.*

Except with respect to Survivor Claims, the Debtor may seek a Bankruptcy Court order requiring the estimation or limitation of any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code. Unless provided otherwise in an order of the Bankruptcy Court, the estimated amount shall constitute the Allowed amount of such Claim or a maximum limitation on such Claim, as the Bankruptcy Court may direct; *provided, however*, that if the estimate constitutes the maximum limitation on such Claim, the Debtor may elect to pursue supplemental proceedings to object to the ultimate allowance of such Claim. The foregoing shall not limit the rights granted by section 502(j) of the Bankruptcy Code.

9.5.3. *No Distribution if Cause of Action Asserted.*

Notwithstanding any other provision hereof, no payment or distribution will be made with respect to all or any portion of a Claim or Allowed Claim held by a claimant against whom an Avoidance Action is asserted unless and until such Avoidance Action has been settled or withdrawn or has been determined by Final Order.

9.5.4. *Payment Upon Allowance and Disallowance of Disputed Claims.*

At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Reorganized Debtor shall distribute to the holder thereof the distribution(s) to which the holder is then entitled under the Plan. Such distribution, if any, shall be made as soon as practicable after the entry of the Final Order allowing the Claim.

9.6 Record Date.

The Record Date for Claim transfers is the Confirmation Date. Claim transfers will not be recognized after the Confirmation Date. Payment under the Plan will be mailed to the address of the holder of the Claim as of the Record Date until the holder of the Claim as of the Record Date notifies the Reorganized Debtor in writing of a different address.

9.7 De Minimis Distributions.

The Reorganized Debtor shall not be required to make any payment of less than fifty dollars (\$50.00) with respect to any Allowed General Unsecured Claim.

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9.8 Unclaimed Payments.

In the event a payment is returned to the Reorganized Debtor unclaimed, with no indication of the payee's forwarding address, the Reorganized Debtor will hold such payment for a period of one hundred eighty (180) days from the date of return. If not claimed by the payee by the end of that period, the funds will be retained by the Reorganized Debtor.

9.9 Time Bar to Check Payments.

Checks issued by the Reorganized Debtor shall be null and void if not negotiated within one hundred eighty (180) days from and after the date of issuance. Requests for re-issuance of any check shall be made to the Reorganized Debtor by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check must be made on or before two hundred ten (210) days after the date of issuance of such check. After two hundred ten (210) days after issuance of a non-negotiated check for which the holder of the Allowed Claim did not request re-issuance, all claims in respect of voided checks shall be discharged and forever barred.

9.10 Compliance with Tax Requirements.

Notwithstanding any other provision of this Plan, (a) each recipient of a distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any taxing authority, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such recipient unless and until such holder has made arrangements satisfactory to the Reorganized Debtor for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Reorganized Debtor in connection with such distribution.

9.11 Setoffs and Recoupments.

The Reorganized Debtor or Trustee, as applicable, may, pursuant to applicable non-bankruptcy law, set off against or recoup from any distribution(s) to be made pursuant to the Plan, the any Cause of Action Debtor may hold against the holder of such Allowed Claim that are not otherwise waived, released, or compromised in accordance with the Plan; *provided, however,* that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release of any such Causes of Action that the Debtor or Trustee, as applicable, or may hold against such holder.

ARTICLE X EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1 Assumption or Rejection of Executory Contracts and Unexpired Leases.

Each Assumed Agreement shall be assumed as of the Effective Date, to the extent that each such Assumed Agreement has not already expired, concluded, or terminated under its own terms, without the need for any further notice to or action, order, or approval of the Bankruptcy Court

under sections 365 and 1123 of the Bankruptcy Code. All other executory contracts, unexpired leases, or other agreements that are not Assumed Agreements and were not previously assumed or rejected by order of the Bankruptcy Court in the Chapter 11 Case shall be deemed rejected as of the Effective Date. Entry of the Confirmation Order shall constitute, pursuant to sections 365 and 1123 of the Bankruptcy Code, the approval of the rejection of all such executory contracts and unexpired leases.

10.2 Cure of Defaults.

Not later than twenty-four (24) days prior to the confirmation hearing, the Debtor shall provide notices of proposed Cure Amounts to the counterparties to the Assumed Agreements proposed to be assumed under the Plan, which notices shall include a description of the procedures for objecting to the Cure Amount, the ability of the Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Assumed Agreement to be assumed, or any other matter pertaining to assumption.

Unless otherwise agreed in writing by the parties to the applicable Assumed Agreement, **any objection by a counterparty to an Assumed Agreement to a proposed assumption or related Cure Amount must be filed, served, and actually received by counsel to the Debtor within twenty-one (21) days of the service of the notice of proposed assumption and Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an Assumed Agreement that fails to timely object to the proposed assumption or Cure Amount shall be deemed to have consented to such assumption and Cure Amount and shall be forever barred, estopped, and enjoined from contesting the Debtor’s assumption of the applicable Assumed Agreement and from requesting payment of a Cure Amount that differs from the amounts paid or proposed to be paid by the Debtor or Reorganized Debtor, in each case without the need for any objection by the Debtor or the Reorganized Debtor or any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtor may settle any Cure Amount without any further notice to or action, order, or approval of the Bankruptcy Court.

The Debtor or Reorganized Debtor, as applicable, shall pay undisputed Cure Amounts, if any, on the Effective Date or as soon as reasonably practicable thereafter, or on such other terms as the parties may agree. If there is any dispute regarding the Cure Amount, the ability of the Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or any other matter pertaining to assumption, then the Debtor or the Reorganized Debtor, as applicable, shall pay the applicable Cure Amount as reasonably practicable after entry of a Final Order resolving such dispute and approving such assumption, or as may otherwise be agreed upon by the Debtor or the Reorganized Debtor, as applicable, and the counterparty to the Assumed Agreement. The payment of Cure Amounts required by section 365(b)(1) of the Bankruptcy Code following the entry of a Final Order resolving the dispute and approving the assumption shall not prevent or delay implementation of the Plan or occurrence of the Effective Date.

The Debtor’s assumption of any Assumed Agreement pursuant to the Plan or otherwise and payment of the applicable Cure Amount shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting

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the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Agreement at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Assumed Agreements that have been assumed in the Chapter 11 Case, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the later of (a) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such assumption, (b) the effective date of such assumption, and (c) the Effective Date, in which case without the need for any objection by the Debtor or the Reorganized Debtor or any further notice to or action, order, or approval of the Bankruptcy Court.**

10.3 Bar Dates for Rejection Damage Claims.

To the extent not subject to a claim filing deadline set forth in any prior or subsequent order of the Bankruptcy Court, claims arising out of the rejection of an executory contract or unexpired lease pursuant to Section 10.1 of this Plan must be filed with the Bankruptcy Court no later than thirty (30) days after the entry of the Confirmation Order and, upon allowance, shall be an Allowed General Unsecured Claim. **Any Claim arising out of the rejection of an executory contract or unexpired lease that is not timely filed shall be automatically disallowed, forever barred from assertion, and unenforceable against the Debtor or Reorganized Debtor, the Estate, or any property of the foregoing, without the need for any objection by the Reorganized Debtor or further notice to or action, order, or approval of the Bankruptcy Court, and any such claim shall be deemed fully satisfied, released, and discharged, notwithstanding any Claim or Proof of Claim to the contrary.**

10.4 Contracts and Leases Entered After the Filing Date.

Contracts and leases entered into after the Filing Date by the Debtor, including any Assumed Agreements assumed by the Debtor, will be performed by the Debtor or Reorganized Debtor in the ordinary course of its operations. Accordingly, such contracts and leases (including any Assumed Agreements) shall survive and remain unaffected by entry of the Confirmation Order.

10.5 Compensation and Benefits Programs.

Other than any Compensation and Benefits Programs assumed by the Debtor prior to the entry of the Confirmation Order, all of the Compensation and Benefits Programs entered into before the Filing Date and not since terminated shall be deemed to be, and shall be treated as though they are, Assumed Agreements under the Plan and deemed assumed under sections 365 and 1123 of the Bankruptcy Code, and the Debtor's and Reorganized Debtor's obligations under the Compensation and Benefits Programs survive and remain unaffected by entry of the Confirmation Order and will be fulfilled in the ordinary course of the Debtor's and Reorganized Debtor's operations. Compensation and Benefits Programs assumed by the Debtor prior to the entry of the Confirmation Order shall continue to be fulfilled in the ordinary course of the Debtor's and Reorganized Debtor's operations from and after the date of any order of the Bankruptcy Court authorizing the assumption of such Compensation and Benefits Program.

10.6 Workers' Compensation Programs.

As of the Effective Date, the Debtor and Reorganized Debtor shall continue to honor their obligations under: (a) all applicable workers' compensation laws; and (b) the Workers' Compensation Program. For the avoidance of doubt, all written contracts and agreements related to the Workers' Compensation Program shall be deemed executory contracts and assumed as of the Petition Date. No insurer shall be required to file a proof of claim and any amount due and owing under a written contract or agreement related to the Workers' Compensation Program shall be paid in the ordinary course under such written contract or agreement. All Proofs of Claim on account of the Workers' Compensation Program shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that nothing in the Plan shall limit, diminish, or otherwise alter the Debtor's or Reorganized Debtor's defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Programs; provided, further, however, that nothing herein shall be deemed to impose any obligations on the Debtor or its insurers in addition to what is provided for under the terms of the Workers' Compensation Programs and applicable state law.

10.7 Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Assumed Agreement that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Assumed Agreement and Assumed Agreements related thereto, if any, including easements licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless the Debtor rejects or repudiates any of the foregoing agreements. Modifications, amendments, and supplements to, or restatements of, prepetition Assumed Agreements that have been executed by the Debtor during the Chapter 11 Case shall not be deemed to alter the prepetition nature of the Assumed Agreement, or the validity, priority, or amount of any Claims that may arise in connection therewith.

10.8 Reservation of Rights.

Nothing contained in the Plan shall constitute an admission by the Debtor that a contract or lease is in fact an Assumed Agreement or that the Reorganized Debtor has any liability thereunder. If there is a dispute as of the Confirmation Date regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtor, or, after the Effective Date, the Reorganized Debtor, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

ARTICLE XI CONFIRMATION AND CONSUMMATION OF THE PLAN

11.1 Conditions Precedent to Confirmation.

Confirmation of the Plan shall not occur unless all of the following conditions precedent have been satisfied:

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a. the Confirmation Order is in form and substance acceptable to the Plan Proponents and the Settling Insurers;

b. the Confirmation Order shall approve and implement the Channeling Injunction and Supplemental Settling Insurer Injunction set forth in Article XII of this Plan; and

c. the Plan Documents shall be in form and substance acceptable to the Plan Proponents and the Settling Insurers.

11.2 Conditions Precedent to the Effective Date.

The Effective Date shall not occur, and this Plan shall not be consummated, unless and until each of the following conditions have been satisfied:

a. the Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Plan Proponents and Settling Insurers, the Confirmation Order shall be a Final Order, and no stay of the Confirmation Order shall then be in effect;

b. each Insurance Settlement Agreement agreed to prior to the Effective Date shall have been duly executed by all parties thereto and filed with the Bankruptcy Court, in each case in form and substance satisfactory to the Plan Proponents and Settling Insurers;

c. the Trustee and the Reorganized Debtor shall have executed the Trust Agreement;

d. each Approval Order shall have become a Final Order;

e. the payments discussed in Article IV shall have been received by the Trust;

f. the Plan has not been materially amended, altered, or modified as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made with consent of the Plan Proponents and Settling Insurers;

g. the Debtor shall have obtained any approvals required by or pursuant to the Code of Canon Law; and

h. the Debtor shall have filed a notice of occurrence of the Effective Date.

11.3 Waiver of Conditions Precedent to the Effective Date.

Each of the conditions precedent to the occurrence of the Effective Date set forth in Section 11.2 may only be waived in whole or in part by the Plan Proponents with the written consent of the Settling Insurers without notice to or leave or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

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 or the Disclosure Statement will: (a) constitute a waiver or release of any Claims by or against the Protected Parties or Settling Insurers; (b) prejudice in any manner the rights of the Protected Parties, the Trust, or Settling Insurers; (c) constitute an admission, acknowledgement, offer, or undertaking by the Protected Parties or Settling Insurers in any respect, including in any Action against the Debtor; or (d) be admissible in any Action against the Protected Parties or Settling Insurers in any court or other forum.

ARTICLE XII EFFECTS OF CONFIRMATION

12.1 Binding Effect.

As of the Effective Date, all provisions of the Plan Documents, shall be binding upon the Debtor, the Estate, the Reorganized Debtor, all holders of Claims or Interests, each such holder's respective successors and assigns, and all other Persons that are affected in any manner by the Plan, including the Insurers, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan. Except as otherwise expressly provided in the Plan, all Plan Documents shall be given full force and effect and shall bind all Persons referred to therein on and after the Effective Date, whether or not such agreements are actually issued, delivered, or recorded on or after the Effective Date and whether or not such Persons have actually executed such agreement.

12.2 Discharge.

12.2.1. *Discharge of the Debtor.*

All consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, termination and release of, all Claims and Interests of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date, and, as of the Effective Date and except as expressly provided in the Plan or the Confirmation Order, the Debtor shall be discharged and released, and each holder of a Claim or Interest and any successor, assign, and Affiliate of such holder shall be deemed to have forever waived, discharged, and released the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims and Interests, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date, in each case whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has been disallowed by order of the Bankruptcy Court, or (d) the holder of a Claim based upon such debt is deemed to have accepted the Plan.

12.2.2. Discharge Injunction.

As of the Effective Date, except as expressly provided in the Plan or the Confirmation Order, all holders of Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date shall be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor or the Reorganized Debtor or the property of the Debtor or the Reorganized Debtor. In accordance with the foregoing, except as expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge or termination of all Claims and Interests against or in the Debtor, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor to the extent such judgment relates to a discharged Claim.

12.3 Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers.

In consideration of the undertakings of the Protected Parties and the Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor, and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in sections 524 and 1141 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

a. any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims;

b. any and all Persons 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 the Protected Parties or Settling Insurers, 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 the Protected Parties or the Settling Insurers or against the property of any of the Protected Parties or Settling Insurers;

(ii). enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or Settling Insurers, or the property of any of the Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or the Settling Insurers;

(iii). creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or Settling Insurers, or the property of the Protected Parties or Settling Insurers;

(iv). asserting, implementing, or effectuating, any Channeled Claim of any kind against: (A) any obligation due any of the Protected Parties or Settling Insurers; (B) any of the Protected Parties or Settling Insurers; or (c) the property of any of the Protected Parties or Settling Insurers;

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

(vi). asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Protected Parties or Settling Insurers.

The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims provided in this section shall inure to the benefit of the Protected Parties and Settling Insurers. The Channeling Injunction will become effective with respect to each applicable Settling Insurer as of the date that the Trust receives the Settlement Amount pursuant to the terms of the applicable Insurance Settlement Agreement. In a successful Action to enforce the injunctive provisions of this **Section 12.3** in response to a willful violation thereof, the moving party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees, from the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

12.4 Supplemental Settling Insurer Injunction.

Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies free and clear of all Claims and Interests pursuant to section 363(f) of the Bankruptcy Code, any and all Persons who have held, now hold, or who may in the future hold any Claims or Interests (including all debt holders, all equity holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Settling Insurers, including (i) Claims relating to the Settling Insurer Policies, including Survivor Claims, Direct Action Claims, Indirect Claims, and Released Claims, (ii) the payment of any of the Claims identified in (i), including Contribution Claims and Medicare Claims, and (iii) Extra-Contractual 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 or Interest against the Settling Insurers or Settling Insurer Policies, including:

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- a. commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Settling Insurers or the property of the Settling Insurers;
- b. enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers;
- c. creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Settling Insurers or the property of the Settling Insurers;
- d. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Settling Insurers or the property of the Settling Insurers; 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 Insurer Injunction will be effective with respect to a Settling Insurer only as of the date that the Trust receives the Insurance Settlement Amount pursuant to the terms of the applicable Insurance Settlement Agreement. The Supplemental Settling Insurer Injunction bars the above-referenced actions against the Settling Insurers and the Settling Insurer Policies, but against no other person or thing; provided, however, nothing in this Supplemental Settling Insurer Injunction shall limit, or be deemed or otherwise interpreted to limit, the scope of the discharge or Channeling Injunction in favor of the Protected Parties. The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation.

12.5 Injunction Against Interference With Plan.

Upon entry of the Confirmation Order, all holders of Claims and Interests shall be precluded and enjoined from taking any actions to interfere with the implementation and consummation of the Plan.

12.6 Exculpation and Limitation of Liability.

From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party shall be released from, any Claim to any other Exculpated Party, Claimant, or any other party in interest, for any act or omission that occurred during and relating to the Chapter 11 Case or relating to the preparation and filing of the Chapter 11 Case, the formulation, negotiation, pursuit of confirmation, consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan, the formulation and negotiation of an Insurance Settlement Agreement, or the seeking or obtaining of an Approval Order related to an Insurance Settlement Agreement, except for Claims arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of

such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Committee and the Debtor and their respective Agents shall be entitled to and granted the benefits of section 1125(e) of the Bankruptcy Code and the Channeling Injunction.

12.7 Limitation of Liability.

The Protected Parties, the Trust, the Trustee, and professionals employed by the foregoing shall not have any liability to any Person, including any governmental entity, or any Insurer, on account of payments made to a Survivor Claimant, except as set forth in this Plan, including Section 5.9 of this Plan.

12.8 Injunctions in Full Force and Effect.

All injunctions and/or stays provided for in the Plan, the injunctive provisions of sections 524 and 1141 of the Bankruptcy Code, and all injunctions or stays protecting any Settling Insurer that has purchased Settling Insurer Policies, free and clear of all Claims and Interests pursuant to sections 105, 363, and 1123 of the Bankruptcy Code, are permanent and will remain in full force and effect following the Effective Date of the Plan and are not subject to being vacated or modified.

12.9 Injunctions and Releases Integral.

The foregoing injunctive provisions and releases are an integral part of the Plan and are essential to its implementation. Any and all currently pending court proceedings, the continuation of which would violate Article XII of the Plan or the releases provided for under the Plan or Insurance Settlement Agreements shall be dismissed with prejudice, within twenty-one (21) days of the Effective Date of the Plan.

12.10 Timing.

The injunctions, releases and discharges (including the Channeling Injunction and the Supplemental Settling Insurer Injunction) to which any Settling Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation Order, the Approval Orders and the Bankruptcy Code shall only become effective when the Trust receives payment in full from the corresponding Settling Insurer pursuant to the terms of the Settling Insurers' Insurance Settlement Agreement, and the other conditions to effectiveness of the Insurance Settlement Agreements are fully met.

12.11 Title to and Vesting of Assets.

All property of the Debtor and the Estate is dealt with by this Plan. Therefore, on the Effective Date, to the fullest extent allowed by sections 1141(b) and 1141(c) of the Bankruptcy Code, all property of the Debtor and the Estate, including Retained Claims, shall vest in the Reorganized Debtor and such property shall be free and clear of all Interests and Claims of all Persons, except as explicitly provided in the Plan. From and after the Effective Date, the Reorganized Debtor may operate, use, acquire, and dispose of property in accordance with the

Plan, free and clear of any restrictions of the Bankruptcy Code and the Bankruptcy Rules, and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided in this Plan. The Reorganized Debtor may pursue any Retained Claims at the discretion of the Reorganized Debtor and will retain the proceeds thereof, if any.

12.12 No Bar on Certain Claims.

Notwithstanding the foregoing injunctions and Plan provisions, nothing in this Plan shall be construed to bar either (a) a Claim based on Abuse that is not a Survivor Claim; or (b) a Coverage Claim relating to a Claim described in the foregoing clause under an insurance policy other than the Settling Insurer Policies.

12.13 Defense and Indemnity for Covered Non-Survivor Claims.

After the Effective Date, the Reorganized Debtor will defend and indemnify the Trust and any Protected Party with respect to any Covered Non-Survivor Claims, and, if required by the Insurance Settlement Agreements, will defend and indemnify the Settling Insurers with respect to any Claims enjoined under Section 12.4 hereof. The Reorganized Debtor may not seek insurance coverage for the Claims defended or indemnified under this Section 12.13 from the Settling Insurers. Nothing in this provision or any other Plan provision is intended to suggest that any Covered Non-Survivor Claim is a Channeled Claim, that any Person is entitled to obtain a judgment on a Covered Non-Survivor Claim, that such judgment would be covered under any Settling Insurer Policy, or that any Person is entitled to seek coverage for such judgment against any Protected Party, Settling Insurer, or the Trust in violation of the Discharge, Channeling Injunction, or Supplemental Settling Insurer Injunction. For the avoidance of doubt, nothing contained in this Section 12.13 of this Plan is intended to provide, expand, modify or add coverage for the Debtor or any other Protected Party under any Settling Insurer Policy to cover the Debtor's indemnification of any Covered Non-Survivor Claims.

12.14 Cancellation of Instruments.

On the Effective Date, all instruments evidencing or creating any indebtedness or obligation of the Debtor, except such instruments that are authorized or issued under this Plan, shall be cancelled and extinguished. The holders of, or parties to, the cancelled notes and other agreements and instruments shall have no rights relating to such notes, share certificates, and other agreements and instruments or the cancellation thereof, except any rights provided pursuant to this Plan.

12.15 Dissolution of the Committee.

On the Effective Date, the Committee shall be dissolved, and the members thereof and the professionals retained thereby shall be released and discharged from their respective fiduciary obligations.

ARTICLE XIII
RETENTION OF JURISDICTION

13.1 By the Bankruptcy Court.

Pursuant to sections 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. §§ 157 and 1334, on and after the Effective Date, the Bankruptcy Court shall retain: (a) original and exclusive jurisdiction over the Chapter 11 Case; (b) original, but not exclusive, jurisdiction to hear and determine all core proceedings arising under the Bankruptcy Code or arising in the Chapter 11 Case; and (c) original, but not exclusive, jurisdiction to hear and make proposed findings of fact and conclusions of law in any non-core proceedings related to the Chapter 11 Case and the Plan, including matters concerning the interpretation, implementation, consummation, execution, or administration of the Plan. Subject to, but without limiting the generality of the foregoing, the Bankruptcy Court's post-Effective Date jurisdiction shall include jurisdiction:

- a. over disputes concerning the ownership of Claims;
- b. over disputes concerning the distribution or retention of assets under the Plan;
- c. over objections to Claims, motions to allow late-filed Claims, and motions to estimate Claims;
- d. over proceedings to determine the extent, validity, or priority of any Lien asserted against property of the Debtor, the Estate, or Trust, or property abandoned or transferred by the Debtor, the Estate, or the Trust;
- e. over motions to approve Insurance Settlement Agreements entered into after the Effective Date by the Trustee;
- f. over matters related to the assets of the Estate or of the Trust, including the terms of the Trust, or the recovery, liquidation, or abandonment of Trust Assets;
- g. the removal of the Trustee and the appointment of a successor Trustee;
- h. over matters relating to the subordination of Claims;
- i. to enter and implement such orders as may be necessary or appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- j. to consider and approve modifications of or amendments to the Plan, to cure any defects or omissions or to reconcile any inconsistencies in any order of the Bankruptcy Court, including the Confirmation Order;
- k. to issue orders in aid of execution, implementation, or consummation of the Plan, including the issuance of orders enforcing any and all releases and injunctions issued under or pursuant to this Plan and any Insurance Settlement Agreement;

- l. over disputes arising from or relating to the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;
- m. over requests for allowance of payment of Claims entitled to priority under sections 507(a)(2) and 503(b) of the Bankruptcy Code and any objections thereto;
- n. over all applications for compensation under sections 327, 328, 329, and 330 of the Bankruptcy Code;
- o. over matters concerning state, local, or federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- p. over conflicts and disputes among the Trust, the Reorganized Debtor, and holders of Claims;
- q. over disputes concerning the existence, nature, or scope of the Discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
- r. to 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 Debtor or its property, the Reorganized Debtor or its property, the Estate or its property, the Trust or its property, Trustee, the Professionals, or the Confirmation Order;
- s. to address issues raised by the United States Trustee regarding any obligation of the Debtor post-confirmation;
- t. to enter a Final Decree closing the Chapter 11 Case;
- u. to enforce all orders previously entered by the Bankruptcy Court; and
- v. over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to the Chapter 11 Case or the Plan.

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 shall retain original, but not exclusive, jurisdiction to hear and determine all matters arising under the Bankruptcy Code or arising in or related to the Chapter 11 Case.

13.3 Actions to Collect Amounts Owed Pursuant to the Plan.

The Debtor, the Reorganized Debtor, and the Trust may, but are not required to, commence an Action to collect amounts owed pursuant to the Plan for any settlements referred to in the Plan or later approved by the Bankruptcy Court, which are not paid in accordance with the terms of

such settlement. Any such Action may be commenced by filing a motion in aid of confirmation with the Bankruptcy Court.

13.4 Case Closure.

The existence and continued operation of the Trust shall not prevent the Bankruptcy Court from closing the Chapter 11 Case. The Trustee will not take any actions to unreasonably keep the case open. In an action involving the Trust, any costs incurred in reopening the Chapter 11 Case, including any Statutory Fees and Court Costs, will be paid by the Trustee from the Trust Assets.

ARTICLE XIV INCORPORATION OF CHILD PROTECTION PROTOCOLS

14.1 Child Protection Protocols.

The Child Protection Protocols are incorporated into the Plan.

ARTICLE XV MISCELLANEOUS PROVISIONS

15.1 Modification of the Plan.

The Debtor, with the consent of the Committee and Settling Insurers, may modify the Plan at any time prior to the confirmation hearing, in accordance with section 1127(a) of the Bankruptcy Code. After the Confirmation Date and prior to substantial consummation, the Debtor, with the consent of the Committee and Settling Insurers, may modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court. Notwithstanding the foregoing, those provisions of the Plan that implement and supplement the Insurance Settlement Agreements, including the provisions in Article VI and Article XII, may not be severed, waived, amended, deleted, or otherwise modified without the prior written approval of all of the Settling Insurers affected by such severance, waiver, amendment, deletion, or modification.

15.2 United States Trustee Reports.

From the Effective Date until the Chapter 11 Case is closed, the Reorganized Debtor shall, within thirty (30) days of the end of each fiscal quarter, file with the Bankruptcy Court and submit to the United States Trustee, quarterly reports setting forth all receipts and disbursements as required by the United States Trustee guidelines. The Reorganized Debtor will not be required to file monthly operating reports or provide copies of bank account statements.

15.3 Severability of Plan Provisions.

Except as specifically provided herein, the terms of the Plan constitute interrelated compromises and are not severable, and no provision of the Plan may be stricken, altered, or invalidated, except by amendment of the Plan by the Plan Proponents with the consent of the Settling Insurers.

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15.4 Regulated Rates.

This Plan affects no rates subject to approval by any governmental regulatory commission.

15.5 Successors and Assigns.

The rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person.

15.6 Governing Law.

The rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflict of laws.

15.7 Construction.

The section headings contained in this Plan are for reference purposes and shall not affect in any way the meaning or interpretation of the Plan. To the extent of any inconsistencies between the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions of the Plan shall govern.

15.8 Revocation.

The Debtor reserves the right to revoke and withdraw the Plan, prior to entry of the Confirmation Order.

15.9 Controlling Documents.

In the event and to the extent that any provision of the Plan or Trust Agreement is inconsistent with any provision of the Disclosure Statement, the provisions of the Plan or Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of the Trust Agreement (other than provisions relating to the Trustee's authority to act) is inconsistent with any provision of this Plan, this Plan shall control and take precedence. In the event and to the extent that any provision of the Confirmation Order is inconsistent with any provision of the Plan or the Trust Agreement, the provisions of the Confirmation Order shall control and take precedence. In the event any provision of any agreement referred to in foregoing sentences is inconsistent with an Insurance Settlement Agreement, the Insurance Settlement Agreement shall control.

15.10 Notices.

Any notices or requests by parties in interest under or in connection with the Plan shall be in writing and served either by: (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the following parties:

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If to the Debtor
or the Reorganized Debtor: Roman Catholic Diocese of Harrisburg
Attn: Vicar General
4800 Union Deposit Road
Harrisburg, Pennsylvania 17111

with a copy to: Waller Lansden Dortch & Davis, LLP
Attn: Blake D. Roth & Tyler N. Layne
511 Union Street, Suite 2700
Nashville, Tennessee 37219
blake.roth@wallerlaw.com
tyler.layne@wallerlaw.com

-and-

Kleinbard LLC
Attn: Matthew H. Haverstick & Joshua J. Voss
Three Logan Square
1717 Arch Street, 5th Floor
Philadelphia, Pennsylvania 19103
mhaverstick@kleinbard.com
jvoss@kleinbard.com

If to the Trust or the Trustee: DW Harrow & Assoc., LLC
1880 State Highway 309
Kerens, Texas 75144

15.11 Filing of Additional Documents.

At any time before substantial consummation, the Debtor, the Trust, or the 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.

15.12 Direction to a Party.

On and after the Effective Date, the Trust or the Reorganized Debtor, as applicable, may apply to the Bankruptcy Court for entry of an order directing any Person to execute or deliver or to join in the execution or delivery of any instrument or document reasonably necessary or reasonably appropriate to effect a transfer of properties dealt with by the Plan, and to perform any other act (including satisfaction of any lien or security interest) that is reasonably necessary or reasonably appropriate for the consummation of the Plan.

15.13 Certain Actions.

By reason of entry of the Confirmation Order, prior to, on, or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the Debtor under the Plan, including (a) the adoption, execution, delivery, and

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implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan and (b) the adoption, execution, and implementation of other matters provided for under the Plan involving the Debtor or organizational structure of the Debtor, shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as appropriate), pursuant applicable non-bankruptcy law, without any requirement of further action by the officers of the Debtor.

15.14 Plan as Settlement Communication.

The Plan furnishes or offers or promises to furnish (or accepts or offers or promises to accept) valuable consideration in compromising or attempting to compromise Claims and Causes of Action that are disputed as to validity or amount (including Survivor Claims and the Insurance Coverage Adversary Proceeding), except as otherwise provided above. Accordingly, the Plan, the Disclosure Statement, and any communications regarding the Plan or the Disclosure Statement are subject in all respects to Rule 408 of the Federal Rules of Evidence and any comparable provision(s) of applicable state law precluding their use as evidence of liability for, or the validity or invalidity of, any Disputed Claim or Cause of Action. Except as expressly set forth in this Plan, nothing in this Plan is intended to constitute a compromise of Survivor Claims.

15.15 Other Rights.

Except as expressly set forth in this Plan, nothing in the Plan shall preclude any Person from asserting in any proceeding, or against any award or judgment entered in such proceeding, any and all rights that may be accorded under Pennsylvania law, or any other applicable statutory or common law, of contribution, indemnity, reduction, credit, or setoff, arising from the settlement and resolution of the Survivor Claims.

**ARTICLE XVI
BANKRUPTCY RULE 9019 REQUEST**

Pursuant to Bankruptcy Rule 9019 and through the Plan, the Plan Proponents request approval of all compromises and settlements included in the Plan.

**ARTICLE XVII
CONFIRMATION REQUEST**

The Plan Proponents request confirmation of the Plan under section 1129 of the Bankruptcy Code, with respect to any Impaired Class that does not accept the Plan or is deemed to reject the Plan.

[Signature page for Joint Plan of Reorganization]

IN WITNESS WHEREOF, the undersigned has executed this Joint Chapter 11 Plan of Reorganization this 21st day of December, 2022.

ROMAN CATHOLIC DIOCESE OF
HARRISBURG

/s/ Ronald W. Gainer

Most Rev. Ronald W. Gainer, D.D., J.C.L., Bishop

/s/ Blake D. Roth

Blake D. Roth (State Bar No. 306951)
Tyler N. Layne (admitted *pro hac vice*)
WALLER LANSDEN DORTCH & DAVIS, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Telephone: 615.244.6380
Email: blake.roth@wallerlaw.com
tyler.layne@wallerlaw.com

-and-

KLEINBARD, LLC
Matthew H. Haverstick (State Bar No. 85072)
Joshua J. Voss (State Bar No. 306853)
Three Logan Square
1717 Arch Street, 5th Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 568-2000
Facsimile: (215) 568-0140
Email: mhaverstick@kleinbard.com
jvoss@kleinbard.com

Counsel for Roman Catholic Diocese of Harrisburg

[Signature page for Joint Plan of Reorganization]

IN WITNESS WHEREOF, the undersigned has executed this Joint Chapter 11 Plan of Reorganization this 21st day of December, 2022.

THE OFFICIAL COMMITTEE OF
TORT CLAIMANTS CREDITORS

/s/ Lara F. McKeever

By: Lara F. McKeever

Its: Chairperson

/s/ Robert T. Kugler

Robert T. Kugler (State Bar No. 194116)

Edwin H. Caldie (State Bar No. 388930)

STINSON LLP

50 South Sixth Street, Suite 2600

Minneapolis, MN 55402

Telephone: (612) 335-1500

Facsimile: (612) 335-1657

Email: robert.kugler@stinson.com

ed.caldie@stinson.com

*Counsel for Official Committee of Tort
Claimants*

EXHIBIT A
PARISHES, SCHOOLS, AND RELATED NON-DEBTOR ENTITIES

PARISHES

Annunciation of the Blessed Virgin Mary

26 North Third Street, McSherrystown, PA 17344

Assumption of the Blessed Virgin Mary

119 South Prince Street, Lancaster, PA 17603

Assumption of the Blessed Virgin Mary

2 N 8th St, Lebanon, PA 17046

Basilica of the Sacred Heart of Jesus

30 Basilica Dr, Hanover, PA 17331

Cathedral Parish of Saint Patrick

212 State Street, Harrisburg, PA 17101

Christ the King Mission

Mendenhall Lane, Benton, PA 17814

Corpus Christi

320 Philadelphia Avenue, Chambersburg, PA 17201

Divine Redeemer

300 West Avenue, Mount Carmel, PA 17851

Good Shepherd

3435 Trindle Road, Camp Hill, PA 17011

Holy Angels

855 Scott Street, Kulpmont, PA 17834

Holy Family

555 South 25th Street, Harrisburg, PA 17104

Holy Infant Church

535 Conewago Creek Rd, Manchester, PA 17345

Holy Name of Jesus

6150 Allentown Boulevard, Harrisburg, PA 17112

Holy Spirit

300 West Pine Street, Palmyra, PA 17078

Holy Trinity

409 Cherry Street, Columbia, PA 17512

Immaculate Conception

1730 Fowler Avenue, Berwick, PA 18603

Immaculate Conception

106 Carlisle Street, New Oxford, PA 17350

Immaculate Conception

309 South George Street, York, PA 17401

Immaculate Conception of the Blessed Virgin Mary

256 Tract Road, Fairfield, PA 17320

Immaculate Heart of Mary

6084 West Canal Road, Abbottstown, PA 17301

Mary Gate of Heaven

188 West Mckinley Avenue, Myerstown, PA 17067

Mary Mother of the Church

625 Union School Road, Mount Joy, PA 17552

Mother Cabrini

214 North Shamokin Street, Shamokin, PA 17872

Our Lady Help of Christians

732 East Main Street, Lykens, PA 17048

Our Lady of Fatima Mission

560 North Mill Street, Jonestown, PA 17038

Our Lady of Good Counsel

121 Williams St, Marysville, PA 17053

Our Lady of Hope

863 West Chestnut Street, Coal Township, PA 17866

Our Lady of Lourdes

225 Salt Road, Enola, PA 17025

Our Lady of Lourdes

150 Water Street, New Holland, PA 17557

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Our Lady of Mercy

304 Slabtown Road, Catawissa, PA 17820

Our Lady of Mount Carmel

47 South Market Street, Mount Carmel, PA 17851

Our Lady of Refuge Mission

21169 Cross Road, Doylesburg, PA 17219

Our Lady of the Blessed Sacrament

2121 North 3rd Street, Harrisburg, PA 17110

Our Lady of the Visitation

305 North Prince Street, Shippensburg, PA 17257

Our Mother of Perpetual Help

320 Church Avenue, Ephrata, PA 17522

Prince of Peace

815 South 2nd Street, Steelton, PA 17113

Queen of Peace

202 Zimmerman Road, Millersburg, PA 17061

Queen of the Most Holy Rosary

599 W Center St, Elysburg, PA 17824

Sacred Heart of Jesus

2596 Cornwall Road, Cornwall, PA 17016

Sacred Heart of Jesus

558 West Walnut Street, Lancaster, PA 17603

Sacred Heart of Jesus

814 Saint Louis Street, Lewisburg, PA 17837

Sacred Heart of Jesus

106 N Dorcas St, Lewistown, PA 17044

Sacred Heart of Jesus

1031 Sprenkle Rd, Spring Grove, 17362

Saint Aloysius

29 South Queen Street, Littlestown, PA 17340

Saint Andrew the Apostle

12 North Broad Street, Waynesboro, PA 17268

Saint Anne

929 North Duke Street, Lancaster, PA 17602

Saint Anthony of Padua

501 East Orange Street, Lancaster, PA 17602

Saint Benedict the Abbot

1300 Lehman Street, Lebanon, PA 17046

Saint Bernadette Mission

901 North High Street, Duncannon, PA 17020

Saint Bernard

811 Shermans Valley Road, New Bloomfield, PA 17068

Saint Catherine Laboure

4000 Derry Street, Harrisburg, PA 17111

Saint Catherine of Siena

955 Robert Fulton Highway, Quarryville, PA 17566

Saint Cecilia's Church

120 East Lehman Street, Lebanon, PA 17046-3998

Saint Columba

Iron St & E 3rd St, Bloomsburg, PA 17815

Saint Elizabeth Ann Seton

310 Hertzler Road, Mechanicsburg, PA 17055

Saint Francis of Assisi

1439 Market Street, Harrisburg, PA 17103

Saint Francis Xavier

455 Table Rock Road, Gettysburg, PA 17325

Saint George Mission

775 Forest Hill Road, Mifflinburg, PA 17844

Saint Ignatius Loyola

1095 Church Road, Orrtanna, PA 17353

Saint James

505 Woodcrest Avenue, Lititz, PA 17543

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Saint Joan of Arc

359 West Areba Avenue, Hershey, PA 17033

Saint John Neumann

601 East Delp Road, Lancaster, PA 17601

Saint John the Baptist

315 North Constitution Avenue, New Freedom, PA 17349

Saint Joseph

721 Monroe Street, Berwick, PA 18603

Saint Joseph

251 East Main Street, Dallastown, PA 17313

Saint Joseph

68 Center Street, Danville, PA 17821

Saint Joseph

5055 Grandview Road, Hanover, PA 17331

Saint Joseph

440 St Joseph St, Lancaster, PA 17603

Saint Joseph

410 East Simpson Street, Mechanicsburg, PA 17055

Saint Joseph

109 Broadway Street, Milton, PA 17847

Saint Joseph

2935 Kingston Road, East York, York, PA 17402

Saint Joseph the Worker

12 East Hanover Street, Bonneauville, PA 17325

Saint Jude Thaddeus

3918 William Penn Hwy, Mifflintown, PA 17059

Saint Katharine Drexel

1 Peter Drive, Mechanicsburg, PA 17050

Saint Leo the Great

2427 Marietta Avenue, Lancaster, PA 17601

Saint Luke The Evangelist Mission

115 Overhill Dr, Mercersburg, PA 17236

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Saint Margaret Mary Alacoque
2800 Paxton Church Road, Harrisburg, PA 17110

Saint Mark the Evangelist
395 South Ridge Avenue, Greencastle, PA 17225

Saint Matthew
607 Stoney Creek Drive, Dauphin, PA 17018

Saint Monica
109 Market Street, Sunbury, PA 17801

Saint Patrick
152 East Pomfret Street, Carlisle, PA 17013

Saint Patrick
331 West Shamokin Street, Trevorton, PA 17881

Saint Patrick
219 South Beaver Street, York, PA 17401

Saint Paul the Apostle
125 Spruce Street, Annville, PA 17003

Saint Peter
121 South 2nd Street, Columbia, PA 17512

Saint Peter
1840 Marshall Dr, Elizabethtown, PA 17022

Saint Peter Son Korean Catholic Community
571 Valley Road, Enola, PA 17025

Saint Philip the Apostle
2111 Millersville Pike, Lancaster, PA 17603

Saint Pius X
112 Fairview Drive, Selinsgrove, PA 17870

Saint Richard
110 N. Oak Street, Manheim, PA 17545

Saint Rita
13219 Monterey Lane, Blue Ridge Summit, PA 17214

Saint Rose of Lima

950 West Market Street, York, PA 17401

Saint Theresa of the Infant Jesus

1300 Bridge Street, New Cumberland, PA 17070

Saint Vincent de Paul

220 3rd Street, Hanover, PA 17331

San Juan Bautista

425 South Duke Street, Lancaster, PA 17602

Seven Sorrows of the Blessed Virgin Mary

280 North Race Street, Middletown, PA 17057

SCHOOLS

SAINT COLUMBA SCHOOL

40 East Third Street, Bloomsburg, PA 17815

TRINITY HIGH SCHOOL

3601 Simpson Ferry Road, Camp Hill, PA 17011

SAINT PATRICK SCHOOL

87 Marsh Drive, Carlisle, PA 17013

CORPUS CHRISTI SCHOOL

305 North Second Street, Chambersburg, PA 17201

OUR LADY OF LOURDES REGIONAL SCHOOL

Clinton Avenue, Coal Township, PA 17866-1699

OUR LADY OF THE ANGELS SCHOOL

404 Cherry Street, Columbia, PA 17512

SAINT CYRIL PRE-SCHOOL AND KINDERGARTEN

1002 Railroad Street, Danville, PA 17821-1699

SAINT JOSEPH SCHOOL

1027 Ferry Street, Danville, PA 17821

OUR MOTHER OF PERPETUAL HELP SCHOOL

330 Church Avenue, Ephrata, PA 17522-1737

SAINT FRANCIS XAVIER SCHOOL

465 Table Rock Road, Gettysburg, PA 17325

SAINT JOSEPH SCHOOL

5125 Grandview Road, Hanover, PA 17331

SAINT TERESA OF CALCUTTA SCHOOL

55 Basilica Drive, Hanover, PA 17331

BISHOP McDEVITT HIGH SCHOOL

1 Crusader Way, Harrisburg, PA 17111

HARRISBURG CATHOLIC ELEMENTARY SCHOOL

555 South 25th Street, Harrisburg, PA 17104

-and-

212 State Street, Harrisburg, PA 17101

HOLY NAME OF JESUS SCHOOL

6190 Allentown Boulevard, Harrisburg, PA 17112

SAINT CATHERINE LABOURÉ SCHOOL

4020 Derry Street, Harrisburg, PA 17111-2269

SAINT MARGARET MARY ALACOQUE SCHOOL

2826 Herr Street, Harrisburg, PA 17103-1817

SAINT JOAN OF ARC SCHOOL

329 West Areba Avenue, Hershey, PA 17033

LANCASTER CATHOLIC HIGH SCHOOL

650 Juliette Avenue, Lancaster, PA 17601

RESURRECTION SCHOOL

521 East Orange Street, Lancaster, PA 17602

SACRED HEART OF JESUS SCHOOL

235 Nevin Street, Lancaster, PA 17603

SAINT JOHN NEUMANN SCHOOL

601 E. Delp Road, Lancaster, PA 17601

SAN JUAN BAUTISTA LEARNING CENTER

425 South Duke Street, Lancaster, PA 17602

SACRED HEART OF JESUS SCHOOL

110 North Dorcas Street, Lewistown, PA 17044

DELONE CATHOLIC HIGH SCHOOL

140 South Oxford Avenue, McSherrystown, PA 17344

4849-1945-1062.12

SAINT JOSEPH ACADEMY PRE-SCHOOL

90 Main Street, McSherrystown, PA 17344

SAINT TERESA OF CALCUTTA SCHOOL

316 North Street, McSherrystown, PA 17344

SAINT JOSEPH SCHOOL

420 East Simpson Street, Mechanicsburg, PA 17055

SEVEN SORROWS OF THE BLESSED VIRGIN MARY SCHOOL

360 East Water Street, Middletown, PA 17057

SAINT THERESA SCHOOL

1200 Bridge Street, New Cumberland, PA 17070

SAINT JOHN THE BAPTIST SCHOOL

315 North Constitution Avenue, New Freedom, PA 17349

SAINT LEO THE GREAT SCHOOL

2427 Marietta Avenue, Lancaster, PA 17601

SAINT ANDREW SCHOOL

213 East Main Street, Waynesboro, PA 17268-1621

SAINT JOSEPH SCHOOL

2945 Kingston Road, York, PA 17402

HOLY TRINITY SCHOOL

235 South Beaver Street, York, PA 17401-5401

SAINT ROSE OF LIMA SCHOOL

115 North Biesecker Road, Thomasville, PA 17364

YORK CATHOLIC HIGH SCHOOL

601 East Springettsbury Avenue, York, PA 17403

LEBANON CATHOLIC SCHOOL

1400 Chestnut St, Lebanon, PA 17042

GOOD SHEPHERD SCHOOL

3400 Market St, Camp Hill, PA 17011

HOLY FAMILY SCHOOL

555 S 25th St, Harrisburg, PA 17104

SAINT ANNE CATHOLIC SCHOOL

108 E Liberty St, Lancaster, PA 17602

4849-1945-1062.12

RELATED NON-DEBTOR ENTITIES

Roman Catholic Diocese of Harrisburg Charitable Trust

Roman Catholic Diocese of Harrisburg Real Estate Trust

Each Parish Charitable Trust (as defined in the Disclosure Statement)

Diocese of Harrisburg School and Parish Trust Fund (as defined in the Disclosure Statement)

FOCUS Trust (as defined in the Disclosure Statement)

Harrisburg Catholic Administrative Services, Inc.

Pennsylvania Catholic Conference

Catholic Charities of the Diocese of Harrisburg, Pennsylvania Inc.

Kolbe Catholic Publishing, Inc.

All Diocesan Cemeteries (as defined in the Disclosure Statement)

The Catholic Witness

The Priest Pension Plan (as defined in the Disclosure Statement)

St. Lawrence of Rome Deacon and Martyr Quasi Parish

Free Health Care Center of Central Pennsylvania, Inc.

Paradise School, Inc.

Sylvan Heights, Inc.

EXHIBIT B
SETTLING INSURERS

<u>Settling Insurer</u>	<u>Amount</u>
Travelers Indemnity Company and certain of its affiliates	\$750,000
Certain Underwriters at Lloyd's, London subscribing to Policy Nos. 74/16553; SL 3042; SL 3235; SL 3711; ISL 3108; ISL 3580; ISL 3869; 74-16553-2; SL 3238; ISL 3109; SL 3439; SL 3873; ISL 3110; ISL 3582; and all others issued prior to July 25, 1993, and Solvent London Market Companies: Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Co Ltd.); RiverStone Insurance (UK) Limited (successor in interest to Terra Nova Insurance Company Limited); Sompo Japan Nipponkoa Insurance Company of Europe Limited (formerly known as the Yasuda Fire & Marine Insurance Company (U.K.) Ltd.); Dominion Ins. Co. Ltd.; St. Katherine Insurance Co.; Assicurazioni Generali T.S.; Taisho Marine & Fire Insurance Co.; and Allianz International Insurance Co.	\$2,500,000
The National Catholic Risk Retention Group	\$850,000
The Catholic Mutual Relief Society of America	\$200,000
Interstate Fire & Casualty Company	\$4,000,000
Zurich American Insurance Company, as successor by merger to Maryland Casualty Company	\$2,450,000

Total Contributions: \$10,750,000

EXHIBIT C
TRUST AGREEMENT

**ROMAN CATHOLIC DIOCESE OF HARRISBURG
SETTLEMENT TRUST AGREEMENT**

This trust agreement (the “*Trust Agreement*”) is made and entered into by and between the Roman Catholic Diocese of Harrisburg (the “*Debtor*”) and DW Harrow & Assoc., LLC (the “*Trustee*”) pursuant to the Chapter 11 Plan of Reorganization (together with any and all amendments, exhibits, and schedules, the “*Plan*”)¹ filed in the Debtor’s chapter 11 bankruptcy case, case number 1:20-bk-00599 (HWV), pending before the United States Bankruptcy Court for the Middle District of Pennsylvania (the “*Bankruptcy Court*”).

RECITALS

A. On February 19, 2020, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

B. The Debtor has sought entry of a Confirmation Order with respect to the Plan.

C. The Plan contemplates the creation and existence of the Settlement Trust (the “*Trust*”) and the transfer and assignment to the Trust of the Trust Assets.

D. Pursuant to the Plan, the Trust is to use the Trust Assets to pay Survivor Claims and otherwise carry out the purposes of the Plan.

E. The Trust is established for the benefit of Survivor Claimants and is intended to qualify as a “Designated” or “Qualified Settlement Fund” within the meaning of Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code and codified at 26 C.F.R. §§ 1.468B-1 to -5.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and 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:

DECLARATION OF TRUST

Subject to approval by the Bankruptcy Court, the Debtor absolutely assigns to the Trustee, and to its successors in trust and its successors and assigns, all rights, title, and interest of the Debtor in and to the Trust Assets;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth in this Trust Agreement and for the benefit of the Beneficiaries (as defined below) as and to the extent provided in the Plan, and for the performance of, and compliance with, the terms of this Trust

¹ Unless otherwise defined in this Trust Agreement, capitalized terms shall have the meanings ascribed to them in the Plan, Confirmation Order (as defined in the Plan), or Bankruptcy Code (as defined in the Plan).

Agreement, the Plan, and the Confirmation Order;

PROVIDED, HOWEVER, that upon termination of the Trust in accordance with Article IV of this Trust Agreement, this Trust Agreement shall cease, terminate, and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Trustee upon the further covenants and terms and subject to the conditions set forth in this Trust Agreement.

1. AGREEMENT OF TRUST.

1.1. Creation and Name. The Debtor hereby creates the Trust known as the “Roman Catholic Diocese of Harrisburg Settlement Trust,” which is Trust provided for in Article IV of the Plan. In the event of any inconsistency between the Plan and this Trust Agreement, the terms of the Plan shall govern.

1.2. Purpose. The purpose of the Trust is to assume responsibility for preserving, managing, and distributing Trust Assets to Survivor Claimants in accordance with the Trust Agreement and the requirements of the Plan and Confirmation Order.

1.3. Transfer of Trust Assets. Pursuant to the Plan and upon the Confirmation Order becoming a Non-Appealable Order, the Debtor will irrevocably transfer, absolutely grant, assign, convey, set over and deliver to the Trust at all times as set forth in the Plan, all of the Debtor’s rights, titles, and interests in and to the Trust Assets to be held in trust and for the uses and purposes stated in this Trust Agreement and in the Plan. The Trustee is hereby authorized to file with the proper governmental authorities any and all documents necessary or helpful to establish the Trust.

1.4. Transfer of Confidential Information. The Trustee shall maintain the confidentiality of all documents and follow the confidentiality procedures provided for in the Bankruptcy Court’s *Order Authorizing the Debtor to File Under Seal Portions of Schedule E/F, the Creditor Matrix, and Other Pleadings and Documents* (Dkt. No. 42) and *Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Sexual Abuse Claim Form; (III) Approving Form and Manner of Notice; and (IV) Approving Confidentiality Procedures* (Dkt. No. 291).

1.5. Irrevocability. The Trust shall be irrevocable. The Debtor shall not alter, amend, revoke, or terminate the Trust. The Debtor shall have no power or authority to direct the Trustee to return any of the Trust Assets to the Debtor.

1.6. Beneficiaries. The beneficiaries of the Trust are Survivor Claimants under the Plan whose Claims are allowed by the Survivor Claims Reviewer (the “**Beneficiaries**”).

1.7. Acceptance of Assets and Assumption of Liabilities.

1.7.1. In furtherance of the purposes of the Trust, the Trustee hereby accepts the role of trustee of the Trust and accepts the grant, assignment, transfer, conveyance, and delivery of the Trust Assets to the Trust, subject to the terms and conditions set forth in this Trust Agreement, the Plan, and the Confirmation Order.

1.7.2. In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing Trust Assets to the Beneficiaries. The Claims of the Beneficiaries will be evaluated by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan, which is attached to the Plan as **Exhibit I**.

1.7.3. The Trustee shall have all of the rights, powers, and duties set forth in this Trust Agreement, the Trust Distribution Plan, and the Plan, and available under applicable law, for accomplishing the purposes of the Trust. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the applicable provisions of the Plan, the purpose of the Trust, and applicable law. The Trustee shall have the authority to bind the Trust within the limitations set forth in this Trust Agreement, but shall be acting in the capacity as Trustee, and not individually, for all purposes contained in this Trust Agreement.

1.7.4. In furtherance of the purposes of the Trust, the Trustee assumes responsibility for: (a) making payments to the Beneficiaries; (b) receiving, collecting, liquidating, maintaining, and distributing the Trust Assets; and (c) fulfilling all other obligations of the Trust under this Trust Agreement, the Plan, and the Confirmation Order. The Trust will be administered consistent with the purpose of the Trust and 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 value of the Trust Assets or as otherwise provided in the Plan or Confirmation Order.

1.7.5. All Trust expenses and all liabilities of the Trust with respect to the Beneficiaries shall be payable solely by the Trustee out of the Trust Assets.

2. CORPUS OF TRUST.

2.1. **Trust Composition.** The Trust Assets shall include all property transferred to the Trust pursuant to the Plan, Confirmation Order, and any future orders of the Bankruptcy Court, including without limitation all rights of every kind, nature, and description transferred to the Trust pursuant to **Article IV** of the Plan.

2.2. **Transfer to Trust.** After the Confirmation Order becomes a Non-Appealable Order, pursuant to the Plan and Confirmation Order, title to and all rights and interests in the Trust Assets shall be transferred to the Trust free and clear of all Liens, claims, encumbrances or Interests of any kind in the Trust Assets of any other Person (including all Liens, claims, encumbrances or Interests of creditors of, or holders of claims against or Interests in the Debtor) in accordance with sections 1123, 1141, and 1146(a) of the Bankruptcy Code, except as otherwise provided for in the Plan. The Trustee, on behalf of the Trust, shall receive the Trust Assets when they are transferred to the Trust.

2.3. **Trustee's Right to and Title and Interest in Trust Assets.** Upon the transfer of the Trust Assets, the Trust succeeds to all of the Debtor's and Estate's right to and title, and Interest in the Trust Assets, and the Debtor and Estate shall have no further right to, or title, or Interest in

or with respect to, the Trust Assets or this Trust, except as provided in this Trust Agreement, the Plan, or the Confirmation Order.

2.4. No Tax on Transfers to 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 this Trust, including any deeds, bills of sale, or assignments executed in connection with any transfer to the Trust or receipt or disposition/sale of assets by the Trust contemplated by the Plan, shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax, or similar tax.

2.5. Spendthrift Provision. To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or in part, shall be subject to (a) any legal or equitable claims of creditors of any Beneficiary or others, (b) legal process, or (c) voluntary or involuntary transfer, assignment, anticipation, pledge, or other form of alienation or encumbrance except as may be ordered by the Bankruptcy Court.

2.6. Trust Corpus. The entirety of the Trust's corpus shall be available to pay the Beneficiaries and authorized expenses. The Trust's corpus shall be allocated, administered, and distributed as provided in the Trust Distribution Plan, the Plan, and the Confirmation Order.

3. POWERS AND DUTIES OF TRUSTEE.

3.1. Trustee's Bond. The Trustee shall not be required to post any bond, surety, or other security for the performance of the Trustee's duties, unless otherwise ordered by the Bankruptcy Court, and, in the event the Trustee is so otherwise ordered, all reasonable costs and expenses of procuring any bond or surety shall be borne by the Trust and paid for from the Trust Assets.

3.2. Powers and Duties. The Trustee shall have, in addition to any other powers and duties conferred on the Trustee by applicable trust law (to the extent not inconsistent with applicable bankruptcy law, the Plan, and the Confirmation Order), the Plan, and the other provisions in this Trust Agreement, the following powers and duties:

a. to act as custodian of, and to receive, control, manage, liquidate, monetize, and dispose of, all Trust Assets for the benefit of the Beneficiaries as the Trustee deems appropriate to accomplish the purpose of the Trust, in accordance with the terms contained in this Trust Agreement, the Plan, and the Confirmation Order;

b. to abandon any property which the Trustee determines in the Trustee's reasonable discretion to be of *de minimis* value or of more burden than value to the Trust;

c. to protect and enforce the rights in and to the Trust Assets by any method deemed appropriate, including without limitation by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;

d. to enter into contracts in the course of administering the Trust Assets for liquidation and in conjunction with their disposition under this Trust Agreement and the Plan;

e. to open and maintain bank accounts on behalf of the Trust, deposit funds in the bank accounts, and draw checks on the bank accounts, as appropriate under this Trust Agreement, the Plan, and the Confirmation Order;

f. to obtain all reasonably necessary insurance coverage with respect to any property that is, or may in the future become, a Trust Asset;

g. to incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs, and expenses of administering the Trust as provided in this Trust Agreement and the Plan, including: (i) the fees of bankruptcy claims and/or distribution agents; (ii) the fees and costs of professionals employed by the Trustee (the “*Professionals*”), including without limitation the Survivor Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors; (iii) the premiums charged by insurers, including without limitation professional liability insurers; (iv) reimbursement of any Statutory Fees and Court Costs incurred by the Debtor (A) in the event the Trustee opposes the closure of the Chapter 11 Case, from the date of the filing of any such opposition through the closure of the Chapter 11 Case or (B) should the Trustee reopen the Chapter 11 Case in the future;

h. in accordance with the evaluation of the Survivor Claims Reviewer pursuant to the Trust Distribution Plan, to make distributions, in accordance with the Trust Distribution Plan to Beneficiaries who have provided signed copies of all required releases and forms;

i. in the Trustee’s discretion, to rely on the authenticity of the signature of the Survivor Claims Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Survivor Claims Reviewer in the administration of the Trust Distribution Plan and assessment of the Survivor Claims without any verification or confirmation;

j. in the Trustee’s discretion, as a party in interest, to seek enforcement of any provision of the Plan pertaining to the Trust;

k. to retain any attorney-at-law, consultant, expert, accountant, investment advisor, bankruptcy management company or such other agents and advisors as are necessary and appropriate to effectuate the purpose of, and maintain and administer, the Trust and shall be entitled to rely on advice given by such advisors within his, her, or its areas of competence; provided, however, in no event shall the Trustee incur fees from any Professional, except the Trustee’s primary legal counsel, in excess of \$50,000.00 without prior approval of the Bankruptcy Court;

l. in the Trustee’s sole right and discretion, to appoint the Survivor Claims Reviewer, who the Trustee may subsequently remove for cause, which shall mean: (i) the willful and continued refusal by the Survivor Claims Reviewer to perform the Survivor Claims Reviewer’s duties as set forth in this Trust Agreement, the Trust Distribution Plan, and the Plan; (ii) gross negligence, gross misconduct, fraud, embezzlement, or theft; (iii) a

serious breach of fiduciary duty; or (iv) other cause as the Trustee shall in good faith determine;

m. in the event the Survivor Claims Reviewer resigns, is removed, or is otherwise unable to perform the Survivor Claims Reviewer's obligations, the Trustee shall have exclusive authority to appoint a new Survivor Claims Reviewer, and nothing contained in this Trust Agreement shall prohibit the Trustee from also serving as the Survivor Claims Reviewer, if the Trustee determines that serving as both the Trustee and the Survivor Claims Reviewer is in the best interest of the Trust and the Beneficiaries;

n. to make, sign, execute, acknowledge, and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan or the Trust or to maintain and administer the Trust;

o. to seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including without limitation Rule 2004 of the Bankruptcy Rules;

p. to amend, modify, or alter the Trust Agreement by filing a motion with the Bankruptcy Court, with notice to the Beneficiaries, the Reorganized Debtor, and any or all other parties in interest; provided, however, the amendments, modifications, or alterations may not be inconsistent with the terms of the Plan, the terms of the Confirmation Order, or the purpose of the Trust, as identified in Section 1.2 of this Trust Agreement;

q. upon any event terminating the Trust, to defer distribution of Trust Assets for a reasonable time needed to wind up the affairs of the Trust, including time needed to provide for payment of debts and expenses, although the Beneficiaries' rights to distributions shall vest immediately;

r. to comply with section 345 of the Bankruptcy Code with regard to the investment of the Trust Assets; provided, however, the Trustee is relieved of any obligation to diversify, regardless of whether such obligation would otherwise come from the Bankruptcy Code or any other applicable state or federal law;

s. to establish the accounts, funds, and reserves, as required by the Plan, for ease of administration; provided, however, nothing in this provision shall restrict the Trustee's authority to pool the accounts, funds, or reserves for investment purposes or require separate bank accounts for the accounts, funds, or reserves;

t. to be responsible for only the Trust Assets delivered to the Trust and have no duty to make, nor incur any liability for failing to make, any search for unknown property or liabilities; and

u. to cause the Trust to assume all duties, obligations and indemnification responsibilities outlined in the Plan and Insurance Settlement Agreements.

3.3. Limitations on the Trustee. Notwithstanding anything in this Trust Agreement to the contrary, the Trustee shall not do or undertake any of the following: (a) guaranty any debt other than as provided for in this Trust Agreement or as required by the Plan; (b) loan Trust Assets (other

than investments in cash and cash equivalents); (c) make any transfer or distribution of Trust Assets other than those authorized in this Trust Agreement, the Plan, or the Confirmation Order; (d) engage in any trade or business; or (e) engage in any investments or activities inconsistent with the treatment of the Trust as a “Designated” or “Qualified Settlement Trust.”

4. Termination of the Trust.

4.1. Pre-Confirmation Termination. The Trustee shall terminate the Trust if (a) the Confirmation Order does not become a Non-Appealable Order within one year from the date the Trust Agreement is executed by the Debtor and the Trustee or (b) the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code (the “***Pre-Confirmation Termination***”). Upon the Pre-Confirmation Termination of the Trust, the Trust Agreement shall be null and void and of no force and effect, with the Trustee and the Debtor both discharged from any and all duties and obligations provided for in this Trust Agreement.

4.2. Post-Confirmation Termination. The Trustee shall terminate the Trust after (a) the Trustee’s liquidation, administration, and distribution of the Trust Assets in accordance with this Trust Agreement and the Plan and (b) the Trustee’s full performance of all other duties and functions set forth in this Trust Agreement and the Plan (the “***Post-Confirmation Termination***”). The Trust shall terminate on the fifth (5th) anniversary of the Effective Date, provided, however, that Trustee may apply to the Bankruptcy Court for and extension of the Post-Confirmation Termination date.

4.3. Post-Confirmation Termination Procedures. After the Post-Confirmation Termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until the Trustee’s duties in this Trust Agreement have been fully performed. The Trustee shall retain the books, records, documents, and files that shall have been delivered to, or created by, the Trustee until distribution of all the Trust Assets. For purposes of this provision, the Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000. At the 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 distribution of the Trust Assets; and (b) the date until which the Trustee is required by applicable law to retain the books, records, documents, and files; provided that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents, or files relating to the Trust without giving the Reorganized Debtor and the Beneficiaries reasonable prior written notice.

4.4. Post-Confirmation Termination Distribution. Upon Post-Confirmation Termination of the Trust, provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments in the Trust, if any, including any investment earnings, to a charity supporting survivors of childhood sexual abuse as set forth in the Confirmation Order.

4.5. Discharge, Exculpation, and Exoneration. Upon Post-Confirmation Termination of the Trust and accomplishment of all activities described in this Article, the Trustee and the Trustee’s Professionals shall be discharged and exculpated from liability, and the Trustee’s bond (if any), shall be exonerated except for acts or omissions resulting from the recklessness, gross

negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his designated agents or representatives. The Trustee may, at the expense of the Trust, seek an order of the Bankruptcy Court confirming the discharges, exculpations, and exoneration referenced in this Section.

5. IMMUNITY, LIABILITY, AND INDEMNIFICATION OF TRUSTEE.

5.1. Limitations on Liability. Neither the Trustee nor any of the Trustee's duly designated agents, representatives, or Professionals shall be liable for any act or omission taken or omitted by the 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 Trustee or the Trustee's designated agents, representatives, or Professionals. The Trustee may, in connection with the performance of the Trustee's functions, and in the Trustee's sole and absolute discretion, consult with the Trustee's Professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with the advice or opinions rendered by the Trustee's Professionals. Notwithstanding this authority, the Trustee shall be under no obligation to consult with the Trustee's Professionals, and the Trustee's good faith determination not to consult with the Trustee's Professionals shall not result in the imposition of liability on the Trustee, unless the determination is based on the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud. The provisions of this Article 5 are intended to be enforceable in accordance with 20 Pa.C.S. 7788, and the Debtor expressly acknowledges that the Trustee did not draft nor cause to be drafted the exculpatory terms of this Article 5.

5.2. No Recourse Against the Trustee Personally. No recourse shall be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, or Professional retained by the Trustee in accordance with the terms of this Trust Agreement, Plan, or Confirmation Order, 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 executed by the Trustee in implementation of this Trust Agreement or the Plan or by reason of the creation of any indebtedness by the Trustee under the Plan for any purposes authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that any promise, contract, instrument, undertaking, obligation, covenant, or trust agreement entered into by the Trustee, whether in writing or otherwise, shall be enforceable only against, and be satisfied only out of, the Trust Assets and shall be evidence only of a right of payment out of the Trust Assets. The Trustee may be held liable for the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability for these grounds is established, recourse may be had directly against the Trustee. The Trust will not be covered by a bond.

5.3. Indemnification. The Trustee, using Trust Assets, shall defend, indemnify, and hold harmless the Trustee, the Trustee's officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of the Commonwealth of Pennsylvania is entitled to defend, indemnify, and hold harmless its trustees, officers, directors, agents, representatives, and employees against any and all costs (including attorneys' fees and costs), judgments, awards, amounts paid in settlement, liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties under this Trust Agreement; provided that neither the Trustee nor the Trustee's officers, directors, agents, representatives, or employees

shall be defended, indemnified, or held harmless in any way for any liability, expense, claim, damage, or loss for which they are ultimately held liable under Section 5.1 or Section 5.2 of this Trust Agreement.

6. COMPENSATION AND EXPENSE REIMBURSEMENT OF TRUSTEE AND ITS AGENTS.

6.1. Trustee Compensation. The Trustee shall be entitled to receive compensation from the Trust Assets. The Trustee's average hourly rate shall be \$[385].

6.2. Compensation of the Trustee's Professionals. Any Professional retained by the Trustee pursuant to this Trust Agreement or the Plan will be entitled to reasonable compensation for services rendered paid by the Trustee from the Trust Assets.

6.3. Reimbursement of Expenses. Any and all reasonably necessary costs and expenses incurred by the Trustee and any Professional retained by the Trustee, in performing their respective duties under this Trust Agreement, will be reimbursed by the Trustee from the Trust Assets.

7. SUCCESSOR TRUSTEE.

7.1. Vacancy Caused by the Trustee's Resignation or Removal.

7.1.1. The Trustee may resign at any time upon thirty (30) days written notice to be filed with the Bankruptcy Court. The outgoing trustee (the "***Outgoing Trustee***") shall, within thirty (30) days after the Outgoing Trustee's resignation takes effect, deliver to the successor trustee (the "***Successor Trustee***") all of the Trust Assets which were in the possession of the Outgoing Trustee along with a complete list of Trust Assets and a complete accounting of all transactions engaged by the Outgoing Trustee while serving as the Trustee.

7.1.2. Any Survivor Claimant may petition the Bankruptcy Court to remove the Trustee.

7.1.3. The Bankruptcy Court may remove a Trustee for cause, which cause shall include, but shall not be limited to, the factors listed in 20 Pa.C.S. § 7766. The removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Outgoing Trustee shall, within thirty (30) days after such removal takes effect, or at some earlier date as the Bankruptcy Court may specify, deliver to the Successor Trustee all of the Trust Assets which were in the possession of the Outgoing Trustee along with a complete list of Trust Assets and a complete accounting of all transactions engaged in by the Outgoing Trustee while serving as the Trustee.

7.2. Outgoing Trustee Obligations. In the event of the resignation or the removal of the Trustee, the Outgoing Trustee, in addition to the duties imposed under Sections 7.1.1 or 7.1.2, shall:

a. execute and deliver by the effective date of the resignation or removal the documents, instruments, records, and other writings as may be reasonably requested by the

Successor Trustee to effect the resignation or removal of the Outgoing Trustee and the conveyance of the Trust Assets to the Successor Trustee;

b. deliver to the Successor Trustee all documents, instruments, records, and other writings relating to the Trust Assets as may be in the possession or under the control of the Outgoing Trustee;

c. otherwise assist and cooperate in effecting the assumption of the Outgoing Trustee's obligations and functions by the Successor Trustee.

The Outgoing Trustee hereby irrevocably appoints the Successor Trustee (and any interim trustee) as the Outgoing Trustee's attorney-in-fact and agent with full power of substitution for the Outgoing Trustee and the Outgoing Trustee's name, place, and stead to do any and all acts that the Outgoing Trustee is obligated to perform under this Trust Agreement. The appointment of the Successor Trustee as the Outgoing Trustee's attorney-in-fact and agent shall not be affected by the subsequent disability or incompetence of the Outgoing Trustee. The Bankruptcy Court may also enter any order necessary to effect the termination of the appointment of the Outgoing Trustee and the subsequent appointment of the Successor Trustee.

7.3. Appointment of Successor Trustee. Any vacancy in the office of the Trustee shall be filled by the nomination of a majority of the members of the Committee (notwithstanding dissolution of the Committee on the Effective Date), subject to the approval of the Bankruptcy Court, after notice and a hearing. If at least two (2) members of the Committee do not participate in the nomination of the Successor Trustee within ten (10) days after the Outgoing Trustee resigns, is removed, or otherwise becomes unable to serve, Stinson LLP, bankruptcy counsel to the Committee, shall designate a successor after notice to Beneficiaries and the Reorganized Debtor and a hearing, the Bankruptcy Court may appoint a Successor Trustee.

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

8. TRUSTEE REPORTING AND DISCHARGE.

8.1. Annual Accountings. The Trustee shall prepare, at least annually, a written accounting of the administration of the Trust listing the current assets with fair market values and detailing all transactions that occurred during the period covered by the accounting. Each accounting shall be filed with the Bankruptcy Court for as long as the Chapter 11 Case remains open and pending before the Bankruptcy Court. Copies of the accounting shall be available to the Beneficiaries upon request. However, the Trustee shall redact any and all confidential and personal identifying information from any and all accountings or reports filed with the Bankruptcy Court or provided to any Beneficiary.

8.2. Approval of Accountings and Discharge of the Trustee. At any time when the Chapter 11 Case is open, the Trustee may file with the Bankruptcy Court a motion for approval of any accounting described in **Section 8.1** of this Trust Agreement. Upon the entry of an order of the Bankruptcy Court approving the accounting, the Trustee shall be discharged from all liability to the Trust, any Beneficiary, or any Person who has or may have a claim against the Trustee or Trust

for acts or omissions in the Trustee's capacity as Trustee with respect to all assets listed and transactions detailed in the accounting.

9. SECTION 468B SETTLEMENT FUND.

9.1. Qualification. In accordance with the Plan, the Trustee shall take all reasonable steps to ensure that the Trust will qualify as, and remain, a "Designated" or "Qualified" settlement fund within the meaning of Section 468B of the Internal Revenue Code of 1986 (as amended, the "*Tax Code*") and the regulations promulgated pursuant the Tax Code (the "*Treasury Regulations*"). The Debtor shall be the "Transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trustee shall be classified as the "Administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3).

9.2. All Events Test and Economic Performance Requirement. It is intended that the transfer of the Trust Assets to the Trust shall satisfy the "All Events Test" and the "Economic Performance" requirement of Section 461(h)(1) of the Tax Code and Treasury Regulation Section 1.461-1(a)(2).

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

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

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

9.6. Broad Powers of the Trustee. The Trustee is empowered to take all actions, including any action consistent with those expressly set forth in Article IX of this Trust Agreement, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a "Designated" or "Qualified" settlement fund under Section 468B of the Tax Code and the Treasury Regulations. Further, the Trustee may, unilaterally and without order from the Bankruptcy Court, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with Article IX of this Trust Agreement.

10. BENEFICIARIES.

10.1. Register. The Trustee shall keep a register (the "*Register*") in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries and the actual distributions

made to the Beneficiaries pursuant to the Plan. The Trustee may rely upon the Register for the purposes of delivering distributions or notices. In preparing and maintaining this Register, the Trustee shall include the name and address of each Beneficiary as they are listed in the proof of claim filed Beneficiary. On the request of a Beneficiary, such request being communicated to the Trustee via a signed letter transmitted by mail or email, The Trustee shall modify the Beneficiary's name and address as requested. The Trustee shall be obligated to maintain the confidentiality of all names, addresses, and any and all other personally identifying information of the Beneficiaries provided to the Trustee.

10.2. Rights of Beneficiaries. The rights of a Beneficiary under this Trust Agreement shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of the Beneficiary. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Trust Assets, or any right to call for a partition or division of the Trust Assets. Title to all the Trust Assets shall be vested in the Trustee, and the sole interest of the Beneficiaries shall be the rights and benefits given to the Beneficiaries under this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan.

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

11. MISCELLANEOUS PROVISIONS.

11.1. Plan Incorporation. The terms of the Plan and the Confirmation Order are incorporated into this Trust Agreement. In the event of any conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall govern.

11.2. Notices. All notices or deliveries required or permitted under this Trust Agreement shall be given as directed in the Plan, to the following:

If to the Trust or Trustee:

[DW Harrow & Assoc., LLC
1880 State Highway 309
Kerens, Texas 75144]

If to a Beneficiary:

Counsel who signed the Beneficiary's Proof of Claim or, for an unrepresented Beneficiary, to the address for the Beneficiary provided in the Proof of Claim.

If to the Reorganized Debtor:

Roman Catholic Diocese of Harrisburg
Attn: Vicar General

4800 Union Deposit Road
Harrisburg, Pennsylvania 17111

With a copy to (which shall not constitute notice):

Waller Lansden Dortch & Davis, LLP
Attn: Blake D. Roth & Tyler N. Layne
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Email: blake.roth@wallerlaw.com
tyler.layne@wallerlaw.com

11.3. Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Trust Agreement shall affect the right or remedy or constitute a waiver by the party of any right or remedy pursuant to this Trust Agreement. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

11.4. Reimbursement of Costs. If the Trustee or the Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Trust Agreement or the enforcement of a provision of this Trust Agreement, the Trustee or the Trust, as the case may be, shall be entitled to collect from the non-prevailing party any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, incurred in connection with the dispute or enforcement action.

11.5. Entirety of Trust Agreement. This Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter in this Trust Agreement. This Trust Agreement, together with the Plan and the Confirmation Order, contain the sole and entire Trust Agreement and understanding with respect to the matters addressed in the Trust Agreement. It is acknowledged that there are no communications or oral understandings that are contrary to, or that in any way restrict, this Trust Agreement and that all prior agreements or understandings within the scope of the subject matter of this Trust Agreement are, upon execution and delivery of this Trust Agreement, superseded, null, and void.

11.6. Counterparts. This Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on the counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures.

11.7. Captions. The captions of Articles and Sections are included for convenience only and are to be disregarded in interpreting this Trust Agreement.

11.8. Representation. It is acknowledged that each of the parties to this Trust Agreement has reviewed this Trust Agreement and has consulted counsel, or knowingly chose not to consult counsel, before executing this Trust Agreement. Each of the parties to this Trust Agreement relied upon its own judgment and that of its counsel in executing this Trust Agreement and has not relied on, or been induced by, any representation, statement, or act by any party that is not referred to in this instrument. It is specifically acknowledged and understood that this 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. Each of the parties entered into this Trust Agreement voluntarily, with full knowledge of its significance, and the Trust Agreement is, in all respects, complete and final.

11.9. Interpretation. This Trust Agreement has been reached through negotiations between the parties to this Trust Agreement. Each of the parties to this Trust Agreement acknowledges that the party has participated in the drafting of this Trust Agreement and reviewed the terms of the Trust Agreement and, as such, no rule of construction shall apply which might result in this Trust Agreement being construed in favor or against any of the parties, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the drafting party. The parties to this Trust Agreement have used their own judgment in entering into this Agreement.

11.10. Savings Clause. If any clause or provision of this Trust Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court or any other court with competent jurisdiction, such invalidity or unenforceability shall not affect any other clause or provision in this Trust Agreement, but this Trust Agreement shall be construed, insofar as reasonable to effectuate the purpose of this Trust Agreement, as if the invalid or unenforceable provision had never been contained in the Trust Agreement.

11.11. Applicable Law. This Trust Agreement shall be administered under, governed by, and enforced according to the laws of the Commonwealth of Pennsylvania applicable to contracts and trust agreements made and to be performed in this Trust Agreement, except that all matters of federal tax law and the Trust's compliance with Section 468B of the Tax Code and any Treasury Regulations shall be governed by federal tax law and all matters of federal bankruptcy law shall be governed by the Bankruptcy Code and federal bankruptcy law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Debtor, Reorganized Debtor, and the Trustee execute this Trust Agreement as of the ___ day of _____, 2022.

TRUSTEE:

By:
Title:

DEBTOR:

By:
Title:

REORGANIZED DEBTOR:

By:
Title:

EXHIBIT D
SURVIVOR RELEASE

SURVIVOR CLAIMANT RELEASE

This Survivor Claimant Release (the “*Release*”) is executed this ___ day of _____, 20__, by _____ in connection with the *Joint Chapter 11 Plan of Reorganization for the Roman Catholic Diocese of Harrisburg*, dated [___], 2022 (the “*Plan*”),¹ filed by the Roman Catholic Diocese of Harrisburg (the “*Debtor*”) and Official Committee of Tort Claimants in the Debtor’s chapter 11 case pending before the United States Bankruptcy Court for the Middle District of Pennsylvania (the “*Bankruptcy Court*”), which is docketed as case number 1:20-bk-00599 (HWV) (the “*Chapter 11 Case*”), and the receipt of distributions from the Settlement Trust, which is known as the Roman Catholic Diocese of Harrisburg Settlement Trust, as compensation for Survivor Claims.

**TO BE ENTITLED TO RECEIVE ANY COMPENSATION UNDER THE PLAN, YOU
MUST EXECUTE AND DELIVER THIS RELEASE.**

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.

2. In consideration of the treatment under the Plan and the Trust Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:

a. fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers from any and all past, present and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the (i) Survivor Claims; (ii) Contribution Claims; (iii) Direct Action Claims; (iv) Indirect Claims; (v) Extra-Contractual Claims; (vi) Settling Insurer Policies; and (vii) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Debtor’s Chapter 11 case.

b. fully, finally, and completely release, remise, acquit, and forever discharge the Protected Parties with respect to their portion or share of liability for my Claims.

c. With respect to any Claims that are released under paragraph 2(a) or paragraph 2(b) of this release, I covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with the Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party with respect to released Survivor Claims; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the released Survivor Claims and Direct Action Claims in an amount reflecting that fraction, portion or percentage of damage or injury that

¹ All capitalized terms used in this Release and not otherwise defined shall have the meanings ascribed to them in the Plan.

I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party will satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the released Survivor Claims and Direct Action Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement, relating to the Abuse at issue in the released Survivor Claims and Direction Action Claims; and (vi) I understand the Plan extinguishes any potential liability of any Protected Party for contribution or indemnity to any Person who may be held liable to me for any released Survivor Claim or Direct Action Claim.

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.

4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s) and Direct Action Claim(s).

5. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.

6. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in **Article XII** for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.

7. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

8. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s) and Direct Action Claim(s).

9. I hereby authorize the Center for Medicare & Medicaid Services ("**CMS**") and its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this "consent to release information" at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information

or record applies or the authorized representative of the individual's estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

10. This Release shall be binding upon my successors, heirs, assigns, agents, and representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR
AUTHORIZED REPRESENTATIVE OF SURVIVOR
CLAIMANT'S ESTATE:

Name of Survivor Claimant: _____

By: _____

Signature: _____

Dated: _____

Claim Number(s): _____

Social Security Number: _____

Date of Birth: _____

EXHIBIT E
ASSUMED AGREEMENTS AND CURE AMOUNTS

To be filed in the plan supplement.

EXHIBIT F
OFFICERS AND DIRECTORS OF REORGANIZED DEBTOR

To be filed in the plan supplement.

EXHIBIT G
INSURANCE SETTLEMENT AGREEMENTS

To be filed separately.

EXHIBIT H
CHILD PROTECTION PROTOCOLS

CHILD PROTECTION PROTOCOLS FOR THE ROMAN CATHOLIC DIOCESE OF HARRISBURG

The following writing (the "Protocols") is intended to be a single, integrated document with each portion of such document, including each definition, constituting an essential, integrated part of the whole. These Protocols are not intended or understood to be comprehensive such that they would reduce or minimize existing limits of duties or obligations that may be owed by the Roman Catholic Diocese of Harrisburg to any party or parties.

GUIDING PRINCIPLES

The Diocese of Harrisburg pledges, among other things:

1. To recognize forthrightly the tragedy of sexual abuse of minors in society and in the Church. We are committed to recognizing and addressing the problem and we pledge the resources of the Diocese to this end.
2. To increase and maintain focus on the healing, reconciliation, and spiritual well-being of persons who were sexually abused as minors by clergy or other Church personnel. We pledge that in each case we will reach out to these Survivors of abuse to offer whatever pastoral and professional care we can, and to address their spiritual and emotional needs. We pledge also to assist these Survivors of sexual abuse in locating resources and providers to address their emotional and mental health needs that arise from the tragic experience of sexual abuse.
3. We pledge also to assist the accuser and the accused in knowing and fulfilling their rights under both laws.
4. To forward to appropriate civil authorities, even when it is not required by civil law, every report of suspected Sexual Abuse of a Minor.
5. To receive every accusation of suspected Sexual Abuse of a Minor with compassion and to treat it with seriousness and diligent attention. Response to accusations will be the priority of all who are involved.
6. To make our Policies and Procedures regarding the sexual abuse of minors known and available in openness and transparency. We pledge to follow these Policies, practices and procedures consistently in each case.
7. To educate the Church community – youth and adults – in matters related to the sexual abuse of minors, especially its identification, prevention, and reporting.
8. To make known to all clergy and Church Personnel the provisions of these Protocols, along with a “Code of Conduct” to guide interactions with minors, and to take all reasonable steps necessary to ensure compliance with these Protocols.

9. To undertake a comprehensive practice of screening clergy and Church Personnel who have more than sporadic and infrequent contact with minors. This screening shall include background certification and clearances.

DEFINITIONS

As used in these Child Protection Protocols, the following terms shall have the meaning stated:

- i. **“Accused”** – A person who is suspected of Sexual Abuse of a Minor, or who has been reported as having sexually abused one or more minors. Using this term does not indicate a judgment of guilt or innocence.
- ii. **“Accuser”**– A person making a report or Accusation of suspected Sexual Abuse of a Minor, whether that person is the Survivor, a family member, or other concerned person. Using this term does not indicate a judgment on the veracity or falsehood of the Accusation.
- iii. **“Accusation”**– A report of suspected Sexual Abuse of a Minor received from any source involving a Cleric, or any Church personnel as defined herein. For the purposes these Child Protection Protocols, a self-report will be treated as an Accusation and will initiate all applicable provisions of this policy.
- iv. **“Adult Volunteer”** – Any adult volunteer for the Diocese, parish, or school who has regular or unsupervised Direct Contact with Children.
- v. **“Bishop”** – The sitting Bishop of the Diocese of Harrisburg.
- vi. **“Charter”** or **“USCCB Charter”** – The most recent and revised Charter for the Protection of Children and Young People issued by the United States Conference of Catholic Bishops (“USCCB”).
- vii. **“Church”** – The Roman Catholic Diocese of Harrisburg and any affiliated or related parishes, missions, schools, institutions, corporations, and agencies that are accountable to the Bishop of Harrisburg.
- viii. **“Church Personnel”** – An inclusive term of all employees, volunteers, and independent contractors (and subcontractors) in the service of: the Diocese, any Catholic parish or mission within the Diocese, any Catholic school within the Diocese, and any other corporation or institution affiliated with the Diocese. This term also includes any seminarian, student or candidate for Holy Orders that is not a Cleric.
- ix. **“Clergy”** or **“Cleric”**– A bishop, priest or deacon in the Catholic Church, whether incardinated in a diocese or a member of an Institute of Consecrated Life.
- x. **“Code of Conduct”** – Any recognized guidelines, governing the conduct for Clergy and Church Personnel.

- xi. **“Communications Coordinator”** – The person named by the Bishop who has the responsibility of coordinating all communication and activities related to these Child Protection Protocols. This person serves as the official voice of the Diocese in all matters connected with the sexual abuse of minors and sexual misconduct by Clergy, Seminarians, those in formation toward Holy Orders, those in Consecrated Life, or any Church Personnel.
- xii. **“Compliance Coordinator”** – The person named by the Bishop who oversees and ensures compliance of procedures mandated by these Child Protection Protocols, the USCCB Charter, and Essential Norms, including implementing mandatory background certification and clearances, the auditing of all institutions, and any other applicable policies and procedures published by the Bishop (in consultation with the Youth Protection Council).
- xiii. **“Diocese”** or **“Diocese of Harrisburg”** –The Roman Catholic Diocese of Harrisburg.
- xiv. **“Diocese Territory”** – The fifteen (15) counties of central Pennsylvania: Adams, Columbia, Cumberland, Dauphin, Franklin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union, and York.
- xv. **“Diocesan Review Board”** – The confidential, consultative body appointed by the Bishop to advise him in developing these Protocols and other such Policies. This Board also assesses Diocesan action taken regarding clergy accused of the Sexual Abuse of a Minor.
- xvi. **“Direct Contact with Children”**– The care, supervision, guidance or control of children, or routine interaction with children. Under Pennsylvania law, this is the same definition as used in the Child Protective Services Law, 23 Pa.C.S. § 6303.
- xvii. **“Director”** – The person appointed by the Bishop to manage the processes for handling allegations of Clergy and Church Personnel misconduct and for leading Ministerial Standards and Safe Environment in overseeing and directing Accusations and investigations.
- xviii. **“Disclosure Form”** – Diocesan form that must be completed by all Clergy and Church Personnel who have Direct Contact with Children. The Disclosure Form certifies that individual has not been convicted of certain crimes or offenses which would disqualify that individual from a diocesan ministry, employment or volunteer position involving Direct Contact with Children.
- xix. **“Education Coordinator”** – The person designated by the Bishop who oversees and approves the educational programs required in these Child Protection Protocols, by the Youth Protection Council, or by the USCCB Charter.
- xx. **“Employee”** – Persons on the payroll (full or part time) for the Diocese or any parish, school, institution, or corporation affiliated with the Diocese.

- xxi. **“Employer”** – The Secretariat or diocesan office, parish, school, institution, or corporation directly affiliated with the Diocese that immediately employs or oversees the work or ministry of an Employee or Volunteer. The relationship pertains only during the time in which a person is directly acting within the scope of their employment or volunteer service (cf. also Responsible Supervisor).
- xxii. **“Essential Norms”** – The most recent and revised Essential Norms for Diocesan and Eparchial Policies Dealing with Allegations of Sexual Abuse of Minors by Priests or Deacons document issued by the USCCB that provides norms ensuring that each diocese/eparchy in the United States has procedures in place to respond promptly to all allegations of sexual abuse of minors by Clergy and Seminarians. These norms are complementary to the universal law of the Catholic Church and are to be interpreted in accord with that law.
- xxiii. **“Independent Professional Investigators”** – An investigative firm hired by the Diocese to investigate claims of Sexual Abuse of a Minor. The firm must have personnel experienced in investigating claims of Sexual Abuse of a Minor. At least one member of the firm must be either a former prosecutor or police officer.
- xxiv. **“Inquiry Coordinator”** – The person (usually a canon lawyer) appointed by the Bishop to conduct the Preliminary Inquiry when an Accusation involving Clerics or Seminarians has been made to the Diocese. When an Accusation involving any Church Personnel has been made, the Inquiry Coordinator oversees the fact-finding inquiry and serves as advisor to the employer or supervisor of the Accused, who is responsible for conducting the fact-finding inquiry.
- xxv. **“Inquiry Team”** – Those responsible for conducting the Preliminary Inquiry into an Accusation, according to the provisions of these Child Protection Protocols. Team membership varies according to the status of the Accused person: Cleric, Seminarian, Consecrated Individuals, or Church Personnel.
- xxvi. **“Consecrated Individuals”** – An inclusive term of all individuals who are not Clergy, and are members of an Institute of Consecrated Life or Religious Institutes, Secular Institutes, Societies of Apostolic Life, Hermits, and the Order of Consecrated Virgins, and who are involved in any assignment or apostolate, full or part-time, employed or volunteer, in any youth-serving programs or ministries in the Diocese.
- xxvii. **“Mandated Reporting”** – A report of child abuse, including sexual misconduct that an individual must make under the provisions of the current civil law of the Commonwealth of Pennsylvania (under the provisions of the Pennsylvania Child Protective Services Law) or the USCCB Charter, as it may be amended from time to time.
- xxviii. **“Minor”** – A person under the age of eighteen (18). This term also includes any individual who is developmentally disabled or habitually lacks the use of reason as defined in the USCCB Charter (cf. SST, art. 6, §1, 1°), and any individual that meets the definition of Vulnerable Adult as defined by the Commonwealth of Pennsylvania (and defined below).

- xxix. **“Perpetrator”** or **“Offender”** – Anyone who has engaged in any form of Sexual Abuse of a Minor.
- xxx. **“Policies”** – Any Diocese policies relating to sexual abuse of minors, including any Code of Conduct created for governing the conduct of Clergy and Church Personnel.
- xxxi. **“Preliminary Inquiry”** – A fact-finding inquiry into an Accusation. The Preliminary Inquiry includes various steps including, informing the proper civil authorities, cooperating with law enforcement, and offering Diocesan counselling to the Survivor. In canon law, Preliminary Inquiry is also referred to as the Prior Investigation, and follows the norms of canon law (c. 1717ff), the USCCB Charter, the USCCB Essential Norms, and these Child Protection Protocols.
- xxxii. **“Program Director”** – The person appointed by the Bishop to provide overall direction for the Youth Protection Program within the Diocese, coordinate the development and implementation the Youth Protection Program by chairing the Youth Protection Council and convene the Response Team and Review Board.
- xxxiii. **“Promoter of Justice”** – A canon lawyer appointed by the Bishop to serve in the role as defined in the Code of Canon Law (cf. canon 1430). A Promoter of Justice is responsible for safeguarding the public good. The Promoter of Justice is required to intervene in two types of cases: (1) penal cases (including the Sexual Abuse of a Minor); and (2) contentious cases in which the public good may be at stake. Under the USCCB Charter and Essential the Promoter of Justice should participate in the meetings of the Diocesan Review Board.
- xxxiv. **“Response Team”** – The group that meets to advise the Bishop or the responsible supervisor on appropriate actions to be taken based on the results of the Preliminary Inquiry. Team membership varies according to the status of the Accused: Cleric, Consecrated Individuals, or Church personnel. The Response Team includes the members of the Inquiry Team, the Program Director, the Victim (Survivor) Assistance Coordinator, the Diocesan Solicitor, other counsel versed in both canon and civil law. If the Accused is a Cleric, the Bishop and members of the Diocesan Review Board are included as members of the Response Team.
- xxxv. **“Responsible Supervisor”** – The employer, superior or highest-ranking supervisor of an employee or volunteer within the Diocese. The Responsible Supervisor for:
- a. Clergy is the Bishop or the major superior of Consecrated Individuals (working with the Bishop or Superior of the Cleric’s place of assignment or residence);
 - b. Consecrated Individuals is the proper Superior of their Institute (working with the Bishop of the place of assignment or residence);
 - c. Church Personnel is the appropriate employer or highest-ranking supervisor (i.e., Diocesan Vicar, Secretary, Pastor, or the principal of the school).

- xxxvi. **“Seminarians”** – Includes men accepted by a Diocese (or an Institute of Consecrated Life) as seminary students who seek ordination to the priesthood, individuals (married or single) who are accepted by a Diocese for formation toward ordination to the Permanent Diaconate, or men in formation toward Holy Orders. Until such men are ordained deacons, they remain in the lay state.
- xxxvii. **“Sexual Abuse of a Minor”** – Any offense against the Sixth Commandment of the Decalogue with a Minor as understood in Canon Law (cf. canon 1395 §2; USCCB Essential Norms, Preamble; SST, art. 6 §1, 1°, 2°), including sexual molestation, sexual harassment, sexual misconduct, or sexual exploitation of a minor and other behavior by which an adult uses a minor as an object of sexual gratification. A canonical offense against the Sixth Commandment need not be a completed act of sexual intercourse, nor need it involve force, physical contact, or a discernible harmful outcome. In canon law, “sexual abuse” denotes conduct or interaction with a minor that is an external, or an objectively grave violation of the Sixth Commandment of the Decalogue. Canon law considers the acquisition, possession, or distribution by a Cleric of pornographic images of minors, for purposes of sexual gratification, by whatever means or using whatever technology, to be a grave crime against morals and one that must be reported to the appropriate civil and ecclesiastical authorities. Civil law also considers child pornography a crime, and any person who intentionally views or knowingly possesses or controls any book, magazine, pamphlet, slide, photograph, film, videotape, computer depiction or other material depicting a child under the age of 18 years engaging in a prohibited sexual act or in the simulation of such act, commits an offense, which is Sexual Abuse of a Minor.
- xxxviii. **“Sexual Harassment of a Minor”** – A form of Sexual Abuse of a Minor that includes but is not limited to the following behaviors: (1) Derogatory verbal comments of a sexual nature such as epithets, jokes and slurs, or unwanted sexual advances made for purposes of sexual gratification; (2) Displaying lewd visuals such as posters, photographs, cartoons, drawings or gestures including derogatory sexually oriented materials; (3) Physical contact or sexual overtures that interfere with an individual’s work or academic performance or which create an intimidating, hostile or offensive working or academic environment; (4) Threats and demands to submit to sexual requests as a condition of continued employment, other benefits, etc., or to avoid some other loss or to offer benefits in return for sexual favors; (5) Retaliation for having reported or threatened to report sexual abuse.
- xxxix. **“Statement of Episcopal Commitment”** – Document developed by the Ad Hoc Committee on Bishops’ Life and Ministry of the USCCB and approved by the full body of U.S. Bishops at its November 2005 General Meeting and then again in 2011. This document is referred to in these Child Protection Protocols as either Statement of Episcopal Commitment or USCCB Statement of Episcopal Commitment.
- xl. **“Substantiated Claim”** – A claim for which sufficient evidence exists to establish reasonable grounds for an objective person to believe that the alleged conduct is more likely to have occurred than to not have occurred. Determinations regarding whether a claim is substantiated shall be made by the Bishop upon consultation with the Diocesan

Review Board. All claims allowed in the Diocese's Chapter 11 bankruptcy case shall fall within this definition of Substantiated Claim.

- xli. **“Support Counselor”** – A professional counselor who works with the Survivor.
- xlii. **“Survivor”** – A person who is the injured party or direct subject of sexual abuse or at least is alleged to have been so, when they were a Minor. The term Survivor is generally used to distinguish the person who was or may have been abused from any other person who may be an Accuser (i.e., a parent or guardian), especially if the Survivor is a Minor.
- xliii. **“Victim (Survivor) Assistance Coordinator”** – A person competent and knowledgeable in the areas of mental health counseling and social services, who is named by the Bishop, to oversee all aspects of the outreach and assistance to Survivors of sexual abuse as minors and their immediate family members.
- xliv. **“Vulnerable Adult”** – any person 18 years of age or older who is developmentally disabled, or habitually lacks the use of reason and may be considered the equivalent of a minor.
- xlv. **“Youth Protection Badge”** – The personal identification badge that is given to anyone, including Cleric, Seminarians, Consecrated Individuals, and Church Personnel, who has successfully passed the necessary background certification and clearances and safe environment training. All Clerics, Seminarians, Consecrated Individuals and Church Personnel must have a Youth Protection Badge before working or serving the Diocese, a Parish, mission, School, institution, corporation, or agency affiliated with the Diocese. The Youth Protection Badge must be worn whenever the person is involved in youth serving events or activities. Clerics should wear the badge visibly and must have it on their person during youth events or activities.
- xlvi. **“Youth Protection Council”** – A group of diocesan staff designated by the Bishop to serve in the following capacities under the provisions of these Child Protection Protocols: Program Director, Victim (Survivor) Assistance Coordinator, Communications Coordinator, Education Coordinator, and Compliance Coordinator.

TERMS

1. Oversight

1.1. Diocesan Review Board. The Diocesan Review Board shall be knowledgeable about the content of the Protocols and shall exercise reasonable oversight with respect to the effectiveness of the Protocols.

1.1.1. According to the USCCB Charter, Dioceses are to have “a review board that functions as a confidential consultative body to the bishop/eparch. Most of its members are to be lay persons not in the employ of the diocese/eparchy (see norm 5 in Essential Norms, 2006). This board is to advise the diocesan/eparchial bishop in his assessment of allegations of sexual abuse of minors and in his determination of a cleric’s suitability for ministry. It is regularly to review

diocesan/eparchial policies and procedures for dealing with sexual abuse of minors. Also, the board can review these matters both retrospectively and prospectively and give advice on all aspects of responses in connection with these cases” (art. 2; cf. also Essential Norms, norm 4).

1.1.2. The Diocesan Review Board shall meet with the Director as often as it determines necessary to assess and evaluate the effectiveness of the Protocols at the highest level of the Diocese, but in any event, no less than once every six (6) months.

1.2. Diocesan Review Board Members. The Bishop will appoint members to five-year concurrent terms on the Diocesan Review Board. The Diocesan Review Board shall consist primarily of lay persons not in the employ of the Diocese. The Board shall act in full conformity with the USCCB Charter, the USCCB Essential Norms, the Diocesan Youth Protection Program, and all other applicable provisions of canon and civil law.

1.2.1. The Diocesan Review Board shall at all times include a licensed psychiatrist, a psychologist or social worker; a parent; a member of law enforcement; one or more survivors of sexual abuse; and a non-Catholic. At least one member shall be a priest who is an experienced and respected pastor. At least one member should have particular expertise in the treatment of the sexual abuse of minors.

1.2.2. Upon adoption of these Protocols, the members of the Committee shall form a nominating committee to provide a list of five Survivors for consideration by the Bishop for membership upon the Diocesan Review Board. The Bishop shall select at least one of the proposed Survivors to be appointed to the current Diocesan Review Board. At such time as the Diocesan Review Board seeks to appoint a survivor of sexual abuse to the Diocesan Review Board to assure at least one survivor of sexual abuse is a member thereof, the nominating committee formed by the Committee shall provide a list of five Survivors for consideration by the Bishop for membership upon the Diocesan Review Board. The Bishop shall select at least one of the proposed Survivors to be appointed to the current Diocesan Review Board.

1.3. Bishop. The Bishop shall be knowledgeable about the content of the Protocols and shall exercise reasonable oversight with respect to implementation, operation, and assessed effectiveness of the Protocols.

1.4. Program Director. The Program Director has the duties and responsibilities and that authority that is defined in the job description as outlined by the Diocese. Among other things:

1.4.1. The Program Director is responsible for continuing to develop, implement, and revise as necessary the policies and procedures for preventing, responding to, and ensuring the reporting of child sexual abuse.

1.4.2. The Program Director shall support and coordinate the activities of the Diocesan Review Board, the Victim Advocacy Office, and other entities and programs dealing with the protection of minors.

1.4.3. The Program Director oversees the development and publication of standards of ministerial conduct for all persons – Clergy or laity – engaged in any ministry within the Diocese of Harrisburg. A separate document entitled, Codes of Conduct, is published separately from these Child Protection Protocols and a copy of it is given to all Clergy, Seminarians, Consecrated Individuals, Church Personnel and other employees and volunteers who are involved in any ministry relating to youth in the Diocese, as well as to Members of the Diocesan Review Board (cf. USCCB Charter, art. 6). Specific Codes of Conduct relating to these groups of persons are available through the Office of the Vicar General, at the Diocesan website.

1.5. Diocesan Review Board Meetings.

1.5.1. The Program Director will convene the Diocesan Review Board, which will meet on an as-needed basis throughout the year to hear specific cases and advise the Bishop and will meet at least every six (6) months for the specific purpose of reviewing these Protocols and making any recommendations for its revision to the Bishop.

1.5.2. In consultation with the Bishop and Youth Protection Council, the Program Director will prepare a written agenda for all the Review Board meetings and will maintain general written notes of all the meetings.

1.5.3. All members of the Diocesan Review Board will be invited by the Program Director to attend meetings of the Response Team when Accusations are discussed.

2. Policies and Procedures

2.1. Policies Protecting Minors. The Diocese shall create a comprehensive set of documents encompassing all Policies relating to the protection of Minors. This comprehensive set of documents shall be organized and readily available on its website.

2.1.1. The Policies shall be written and formatted so they are easy to read and understand.

2.1.2. The Policies shall define key terms including:

- a.** Terms that define what behavior constitutes misconduct involving Minors, which includes sexual exploitation of Minors and sexual harassment of minors.

- b. Terms that define what constitutes child abuse. The definitions shall include at a minimum the definitions of sexual and physical abuse as defined in Pennsylvania Statute 23 Pa.C.S. § 6303.
- c. Terms that define what constitutes a “Substantiated Claim.”

2.1.3. Among any other instructional formats it may choose to employ, the Diocese shall also provide in written form what constitutes misconduct involving a Minor as part of training or training-related materials, including what is considered “appropriate” vs. “inappropriate” physical contact.

2.2. Technology Policies. The Diocese shall include guidelines for the acceptable use of technology within its Policies:

2.2.1. The Policies will grant the Diocese the ability to inspect, review, audit, intercept, or access all matters on systems of the Diocese, including employee E-mail, voicemail, and computer systems at any time, with or without notice, but only to the extent permitted under State and Federal law.

2.2.2. Guidelines shall include how to safely use social media and cellular phones, including text messaging.

2.3. Policies on Interactions with Minors. The Policies shall continue to prohibit Diocese Employees, Adult Volunteers, Clergy, Seminarians, Consecrated Individuals, and Church Personnel from being alone (i.e., out of sight of at least one other adult) with any unrelated minor while serving as an Employee or Volunteer of the Diocese subject to common sense exceptions, such as emergency situations, interactions with a minor that are incidental and not extended, parents transporting their children or other related individuals, and Employees or Volunteers transporting the children of friends and neighbors.

2.3.1. The Policies shall continue to prohibit Clergy from being alone with any unrelated Minor except when a Cleric is hearing confession in a confessional, and except for common sense exceptions such as emergency situations or circumstances where interaction is incidental and not extended.

2.3.2. The Policies shall continue to prohibit:

- a. Clergy from traveling alone or taking overnight trips alone with any unrelated Minor; and
- b. Clergy from sleeping in the same private space (*e.g.*, room, tent, bed, etc.) with any unrelated Minor.

2.4. Unsuitability for Ministry. The Diocese shall not recommend or otherwise place any member of the Clergy into a position in active ministry if such individual has an unresolved claim of Sexual Abuse of a Minor pending against them.

- 2.4.1.** The Diocese shall not recommend or otherwise place any layperson, and shall direct its Clergy not to recommend or otherwise place any layperson, into any position or role that provides such layperson with access to Minors if such layperson has an unresolved claim of Sexual Abuse of a Minor pending against them.
- 2.4.2.** Determinations of unsuitability for active ministry and layperson positions with access to minors shall be made, in every instance, by the Bishop after receipt of written recommendations from the Diocesan Review Board. The Diocesan Review Board shall be provided all details and information relevant to each unsuitability determination with a sufficient period for meaningful review of such materials.
- 2.5.** Compliance Auditing. To ensure compliance with the screening and educational programs mandated by these Child Protection Protocols and by the USCCB Charter, periodic audits are to be conducted at all levels.
- 2.5.1.** To ensure compliance with the requirements for Employees and Volunteers in the mandated educational programs, the Vicar Forane (Dean) will, during his annual visit to each parish, check the parish records to ensure that mandated background certification and clearances and educational programs have been completed by all Employees and all Volunteers in youth-serving programs and ministries within the Parish. Vicar will report his findings on each parish to the Vicar General, and complete the required Diocesan Form, as part of the report of each Parish visit.
- 2.5.2.** The Youth Protection Council may publish additional audit and compliance procedures for any element of these Child Protection Protocols. An annual report on compliance for both the background certification and clearances and mandatory educational programs will be given to the Diocesan Review Board and to the Bishop. The Diocesan Review Board will make recommendations to the Bishop regarding existing audit and reporting methods and, if necessary, disciplinary actions if mandatory programs are lacking in the Diocese, a particular Parish, School, or other institution.
- 2.5.3.** Culpable or negligent failure of a Vicar, Secretary, Pastor, principal, or other administrator to implement the necessary background certification and clearances and/or education practices and programs mandated these Child Protection Protocols or by the USCCB Charter, will be considered a serious omission and a basis for disciplinary action, including suspension or dismissal from office or employment.
- 2.6.** Compliance Coordinator. The Compliance Coordinator serves on the Youth Protection Council and their responsibilities include the implementation and oversight of procedures for auditing all institutions covered these Child Protection Protocols. The Compliance Coordinator is to ensure compliance with the mandates and practices of these Child Protection Protocols, the USCCB Charter, Essential Norms, and any other

applicable policies and procedures published by the Bishop (in consultation with the Youth Protection Council).

3. Reporting Requirements

- 3.1. Immediate Reporting to Law Enforcement. When the Diocese receives a report of child sexual abuse it will, without delay or alteration, communicate such report along with all related details to law enforcement in a manner consistent with applicable statutes and any other requirements or guidelines that apply under civil law. The Diocese shall also communicate the report of child sexual abuse to the relevant District Attorney. The Diocese shall not conduct an internal investigation of such incidents, and will not interfere in any way with law enforcement's investigation of such incidents, until law enforcement concludes its investigation, closes its file without an investigation, or authorizes the Diocese to proceed with its own internal investigation.
 - 3.1.1. If the Diocese learns of any effort(s) to hide or delay discovery of one or more incidents of child sexual abuse, or to hinder discovery of any related fact(s), the Diocese will provide a detailed report of such efforts or activity to both law enforcement and the Diocesan Review Board.
 - 3.1.2. When the Diocese receives a report of child sexual abuse and makes a mandated report to law enforcement pursuant to Pennsylvania law, the Diocese will not interfere in any way with law enforcement until law enforcement concludes its investigation, closes its file without investigation, or authorizes the Diocese to act.
- 3.2. Disclosure. To the maximum extent permitted by law, the Diocese shall disclose all accusations of Sexual Abuse of a Minor involving members of its Clergy or former members of its Clergy to any potential employer who inquires about the existence of such accusations. The Diocese shall also disclose the status or resolution of all related claims as reflected in its records to the maximum extent permitted by federal and state civil law.
 - 3.2.1. For a period of one year after the adoption of these Protocols, upon request of a Survivor with a claim allowed in the Diocese's bankruptcy case, the Diocese shall make available upon appointment during regular business hours the restricted file of the person with a Substantiated Claim involved in the Survivor's case (with redactions applied in the Diocese's sole discretion). Under no circumstances may the file be removed or copied.
- 3.3. Mandatory Reporters. All mandated reporters, as defined in applicable statutes, at the Diocese shall receive specific training regarding reporting obligations every two (2) years and within thirty (30) days of their retention if newly hired. The Diocese will provide a copy of all mandatory-reporter training materials currently in use within the Diocese to the Diocesan Review Board annually.
- 3.4. Whistleblower Policy. The Diocese shall not discharge from employment any Clergy or Church Personnel, or discriminate against any Clergy or Church Personnel with respect

to compensation, hire, tenure, terms, conditions or privileges of employment, because that person made a report of suspected child abuse to authorities, provided such Clergy or Church Personnel was acting in good faith in making the report.

3.5. Vicar General's Duties. On or before thirty (30) days after the Effective Date, the Vicar General shall make a good faith effort to obtain from each clergy member working within the Diocese, assigned and dated written statement affirming that the Clergy member (1) has not sexually abused any minor at any time, and (2) has no knowledge of any abuse of a minor by another priest of the Diocese or employee of the Diocese that has not been reported to law enforcement and the Diocese.

3.5.1. The Vicar General shall also make a good faith effort to obtain from any visiting Priest who is given open-ended faculties to minister in the Diocese or has an assignment in a parish or related Diocesan entity (this does not include Clergy visiting for a single event or over a time period of less than twenty-one (21) days) a signed and dated statement under this paragraph no later than thirty (30) days after assignment or open-ended faculties are given.

3.5.2. The written statements provided under this paragraph shall not require any Clergy to disclose knowledge of sexual abuse of Minors obtained during confession.

3.5.3. Copies of all statements obtained under this paragraph will be provided timely to the Diocesan Review Board.

3.6. Maintaining Records. The Diocese will maintain complete copies of all insurance policies under which it is identified as an insured party for claims of Sexual Abuse of a Minor and will also undertake all reasonable efforts to maintain related correspondence and other memorializing and evidencing documentation relating to the existence and terms of such policies.

3.7. Reporting Policies. The Policies shall clearly state that a report to the Diocese does not relieve the individual from reporting known or suspected abuse as is required by Pennsylvania law.

3.7.1. The Policy shall contain a section dedicated to civil mandatory reporting requirements, including the following guidance: (1) who must report; (2) what must be reported; (3) to whom the report must be made.

3.7.2. The Policies shall clearly define the proper reporting channels for mandatory reports. The Policies shall state:

- a.** The first report of suspected abuse of a minor shall be to civil authorities as defined in Pennsylvania law.
- b.** Any person, other than the Survivor, who makes a report to civil authorities shall be required to report the same information without

undue delay to the Director. The Director shall then promptly notify the Bishop or his designee.

- i. The Director shall notify or confirm that law enforcement has been notified as required by law and the Policies. The Director shall complete written documentation relating to the report.
 - c. If authorized by law enforcement, and the suspected abuse occurred at or during a parish/school activity or involves parish/school personnel or volunteers, the Director shall notify the principal or pastor of the parish/school, unless the suspected abuse involves the principal or pastor, in which case the Director shall notify the Parish or School Board of Trustees.
 - i. The Pastor, school principal, agency director, or other person in charge of the location should complete written documentation of the report and the actions taken.
 - d. If the abuse involves a Cleric, the Director shall request all relating written reports from the Seminary, Parish, or School.
- 3.7.3. The Diocese shall continue its policy that Clerics, Employees, and Volunteers, shall be trained on mandatory reporting obligations within thirty (30) days of their hire and shall receive refresher updates at least every three (3) years.
- 3.7.4. The Policies shall also require an Employee or at Volunteer serving within the Diocese Territory who has reason to suspect Sexual Abuse of a Minor that would be subject to mandatory reporting under Pennsylvania law shall **immediately** notify civil authorities.
- 3.7.5. The Policies shall include the rights of the person who makes an allegation. This policy shall ensure that the person making the allegation is provided with: (1) an adequate explanation of the Diocese's overall process and procedures for dealing with allegations of child sexual abuse, including its policy on reporting to civil authorities; (2) advice that the Diocese shall endeavor to conduct its investigation with appropriate discretion and, to the extent possible, protect the privacy and reputations of both the person reporting as well as the person about whom the report was made, and (3) a timely response to inquiries and, as necessary, periodic update(s) as to the status or resolution of the report.
- 3.8. **Publications.** The Diocese shall provide Parishes and Schools materials for making a complaint, including print materials in the principal language in which the liturgy is celebrated. The Diocese shall publish in the *Catholic Witness* no less than four (4) times per year for the term of these Child Protection Protocols a statement urging those subject to Sexual Abuse of a Minor to report the abuse and seek assistance and support.

3.9. Collecting and Maintaining Acknowledgment Records. The Office of the Director shall maintain the acknowledgement forms (or records) for each Cleric. Such files may be kept electronically. The Director shall collect and maintain an acknowledgement form and electronic record certifying that any individual who has received the Policies, understands the Policies, and will comply with the policies, within thirty (30) days of each of the following events: (1) assignment of a Cleric to a continuing ministry the Diocese Territory; (2) the commencement of any employment or continuing volunteer service; and (3) a Seminarian's commencement of study.

3.9.1. The Office of the Director shall request no less than annually that each Parish and School furnish the Director with records demonstrating compliance with this requirement. If a Parish or School fails to provide such records as requested, the Director shall, within a reasonable amount of time, notify the Bishop and the Board of Trustees of said parish or school in writing.

3.9.2. The Director shall request that each parish, school, and seminary maintain the acknowledgement forms (or records) for each Employee, Volunteer, or Seminarian, and that said forms (or records) be subject to review by the Director. Such files should be kept electronically.

3.10. Code of Conduct. The Policies shall include the code of conduct acknowledgement forms for Clergy, Employees, and Volunteers. Those required to acknowledge the code of conduct must acknowledge receipt of the code, their understanding of the code, and their agreement to comply with the code. The acknowledgement forms will refer to the reporting requirements under the Policies. The acknowledgement may be completed electronically.

4. Education

4.1. Programs Preventing Child Sexual Abuse. The Diocese shall routinely and consistently encourage, in writing, each of its Parishes and Schools to maintain all programs and efforts necessary to prevent Sexual Abuse of a Minor and to train all Clergy and laypersons within each Parish and School to identify signs of Sexual Abuse of a Minor.

4.2. Child Protection Protocols. The Diocese will provide a copy of these Child Protection Protocols to each of its Schools and Parishes annually along with a letter urging comprehensive and consistent compliance with the same.

4.3. Encouraging Reporting. At least twice annually, the Diocese will send each of its parishes and schools affirmative, written statements encouraging the reporting of abuse.

4.4. Written Statement. At least once a year, the Diocese will send written statements to each of its Parishes and Schools, stating that Survivors of Sexual Abuse of a Minor are not at fault for their abuse and are not enemies of the church. Suggested language for the Diocese's written statement includes: "God's children and valued members of the flock who need and deserve the Catholic's community's empathy, care, and above all, protection."

- 4.5. Education Coordinator.** The Bishop will designate an Education Coordinator who will serve as a member of the Youth Protection Council. The Education Coordinator's responsibilities include approval and oversight of various educational programs required by these Child Protection Protocols, the Youth Protection Council, or the USCCB Charter.
- 4.5.1.** The Education Coordinator will prepare an annual report on the curricula and Diocesan Safe Environment training in use by the Schools and Religious Education programs for the Diocesan Review Board.
- 4.5.2.** The Education Coordinator shall develop and implement procedures by which each Secretariat, Parish, School, or other institution will report annually on its educational programs. This report is to be forwarded to the Compliance Coordinator.
- 4.5.3.** The Diocesan Secretariat for Education will ensure that each school within the Diocese (elementary and secondary) and each Parish or inter-parochial program of Religious Education has adopted a program of instruction regarding the recognition, prevention and reporting of Sexual Abuse of a Minor, and promoting healthy relationships between adults and minors.
- 4.6. Educational Programs.** All Clergy, Seminarians, Consecrated Individuals, Employees, Volunteers in youth-serving programs, Students in any Catholic School or Program of Religious Education, Catholic Youth Organization participants (including those who participate on an athletic team or event), Educators and Teachers in any School or Religious Education Program (including children's Liturgy of the Word, etc.), Adult Supervisors and assistants of any youth ministry program, college and university ministry program participants, Parent-Teacher organizations, and boards of education are required to partake in educational programs.
- 4.6.1.** Educational programs include topics such as: education in healthy relationships between adults and Minors; maintaining appropriate professional boundaries; human sexuality and the prevention; and recognition and reporting of the Sexual Abuse of a Minor (cf. USCCB Charter, art. 12).
- 4.6.2.** All Clergy are to be educated in the current laws of the Commonwealth of Pennsylvania and in the requirements of the USCCB Charter regarding mandatory reporting of Sexual Abuse of a Minor.
- 4.6.3.** The Program Director will ensure that materials regarding these Child Protection Protocols are produced, regularly updated, and made available to all Secretariats, parishes, schools, and other institutions affiliated with the Diocese. This will include explanatory materials available on the diocesan website.
- 4.6.4.** Students and Minors (aged 14-17) engaged in volunteer work are not required to obtain clearance certifications, but are required to complete the Online Training, "Jesus Working Through You."

5. Prevention Requirements

5.1. Prevention Policies. The Policies shall define who is required to complete (1) acknowledgement of the code of conduct; (2) specialized child protection training (such as VIRTUS or equivalent); and (3) a criminal background checks. These shall include, but not limited to:

- All Clergy of the Diocese, Seminarians, Consecrated Individuals, and Church Personnel;
- All clergy incardinated in another Diocese or Institute or Society of Consecrated Life before they assume office, residence, or assist in any ministry within the Diocese;
- All applicants for certificates in ministry in the Diocesan Institute for Catechetical and Pastoral Formation and all persons receiving a certificate for specialized ministry given by a Secretariat, department, or office of the Diocese.
- All Vendors who have direct contact with children.
- International clergy: after all due diligence, it may not always be possible to obtain criminal background clearances from some foreign countries, but the Diocese will always obtain a Letter of Suitability from the international cleric's proper Bishop or Religious Superior; and
- Other persons as determined by the Bishop.

5.2. Clearance Requirements. According to Pennsylvania law and these Protocols, employees who have obtained the necessary background certification and clearances for their employment or volunteer work in one agency or institution, may carry the same certification and clearances for volunteer work in another agency or institution without having to obtain new certification and clearances if those clearances remain current. Nevertheless, certification and clearances obtained for volunteer purposes cannot be used for employment purposes, even if they are less than one (1) year old.

5.2.1. Pennsylvania Requirements. For those with a continuous residence in the Commonwealth of Pennsylvania for ten (10) or more years prior to the screening, the following is required: (1) the PA State Police criminal record check (PSP); and (2) the PA Child Abuse History certification through the PA Department of Human Services . For those who are current residents of Pennsylvania, but who have not been residents for the entire previous ten-year period prior to the screening, the above requirements must be met plus an FBI criminal record check (fingerprint) submitted through the PA Department of Human Services (except for school employees).

5.2.2. Clergy Requirements. All Clergy within the Diocese of Harrisburg are required to obtain the following clearances at the time of their initial retention by, or transfer to the Diocese as well as at least every sixty (60) months thereafter:

- a. Report of criminal history from the PA State Police (PSP).
- b. Child Abuse History certification from the PA Department of Human Services; and.
- c. Fingerprint-based federal criminal history (FBI) submitted through the PA Department of Human Services.
- d. In addition, an international cleric serving the Diocese must obtain an Interpol clearance.

5.2.3. Employee Requirements. Employees of the Diocese or of any Parish, School, institution, corporation, entity, or agency affiliated with the Diocese are required to obtain the following clearances at the time of their initial retention by, or transfer to the Diocese as well as at least every sixty (60) months thereafter:

- a. Report of criminal history from the PA State Police (PSP);
- b. Child Abuse History certification from the PA Department of Human Services**Error! Hyperlink reference not valid.**; and
- c. A fingerprint-based federal criminal history (FBI) submitted through the PA Department of Education.

5.2.4. Volunteer Requirements. All Adult Volunteers are required to obtain the following clearances at the time of their initial application to volunteer as well as at least every sixty (60) months thereafter:

- a. Report of criminal history from the PA State Police (PSP); and
- b. Child Abuse History certification from the PA Department of Human Services.
- c. Additionally, a fingerprint based federal criminal history (FBI) submitted through the Pennsylvania State Police or its authorized agent is required if the volunteer has lived outside the Commonwealth in the last ten (10) years. If the volunteer is not required to obtain an FBI Criminal History clearance, they must swear and affirm in writing that they are not disqualified from service based upon a conviction for an offense under Section 6344 of the Child Protective Services Law.

5.2.5. Vendor Requirements. If a Parish, School, corporation, institution, entity, or agency wishes a vendor to be issued a Youth Protection Badge, the vendor must

complete the on-line training course and a disclosure statement. Additionally, all Vendors who have responsibility for the welfare of a child or have direct contact with children are required to obtain clearances at the initial time of their onboarding or retention as well as at least every sixty (60) months thereafter based on their role:

- a. All Vendors. All vendors are required to obtain a report of criminal history from the PA State Police (PSP); a Child Abuse History certification from the PA Department of Human Services; and a fingerprint based federal criminal history (FBI) submitted through the Pennsylvania State Police or its authorized agent.

5.3. Criminal Activity and Background Checks: If a background certification or clearance reveals a prior conviction or other legal concern, the question of suitability for ministry, employment or volunteer work must be considered carefully. At issue is not only the nature of the previous offense and when it occurred, but also its relevance to the proposed job description for the applicant or volunteer.

- 5.3.1.** If an Employee or Volunteer is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity, or service, or is named as a Perpetrator in a founded or indicated report, the Employee or Volunteer must provide the Pastor, Principal, Administrator, Vicar, or Manager written notice not later than seventy-two (72) hours after the arrest, conviction, or notification that the person has been listed as a Perpetrator in the statewide database.
- 5.3.2.** An Employee or Volunteer who fails to disclose an offense or incident as described in section 7.3.1 commits a misdemeanor of the third degree and shall be subject to discipline and up to and including termination or denial of employment or a volunteer position.
- 5.3.3.** An Employer, Administrator, Supervisor, or other person responsible for employment decisions that intentionally fails to require an applicant to submit the required certification and clearances before the applicant's hiring commits a misdemeanor of the third degree.
- 5.3.4.** At all times, the results of each person's background certification and clearances must be treated with confidentiality. If the screening of any person reveals a prior history of criminal activity, the Diocesan Vicar General, Secretary, or Pastor is to consult with the Program Director before the person assumes any employment or volunteer position. A school principal is to direct the matter to the Diocesan Secretary for Education, who will discuss it with the Program Director.

- 5.4. Clergy Screening Requirements.** Clergy, Seminarians, and Consecrated Individuals shall be screened by the Secretariat for Clergy and Consecrated Life prior to admission to the seminary or a formation program.
- 5.4.1.** Clergy, Seminarians, and Consecrated Individuals must undergo a psychological assessment as part of the screening process in a manner designated by the Secretariat for Clergy and Consecrated Life. At the discretion of those responsible for their formation, the psychological assessment may be repeated prior to ordination.
- 5.4.2.** Clergy from other dioceses seeking to incardinate into the Diocese or requesting the faculties of the Diocese are screened by the Secretariat for Clergy and Consecrated Life prior to receiving any ministerial assignment or faculties in the Diocese, following consultation with, and documentation from, the cleric's proper Bishop. The Vicar General will require a letter from the cleric's own Bishop attesting to the good standing of the cleric. This letter, which must state that the cleric has never been the subject of a Substantiated Claim of Sexual Abuse of a Minor, is necessary before the cleric is given an assignment within the Diocese or is granted the faculties of the Diocese. If the cleric served previously in the United States, background certification and clearances (criminal record checks) will also be conducted in the State of his last U.S. assignment prior to his grant of faculties in the Diocese.
- 5.4.3.** Priests, Deacons, Brothers, or students from Institutes of Consecrated Life assigned to the Diocese are screened by documentation from their major Superiors, obtained by the Vicar General prior to any assignment to ministry in the Diocese. The Vicar General will require a letter from the cleric's major Superior attesting to the good standing of the cleric. This letter, which must state that the cleric has never been the subject of a Substantiated Claim of Sexual Abuse of a Minor, is necessary before the cleric is given an assignment within the Diocese or is granted the faculties of the Diocese. All background certification and clearances will also be required.
- 5.4.4.** In each case where a cleric has been found not guilty of criminal conduct by civil authorities, or has been investigated by civil authorities without prosecution, the Diocese shall make an independent inquiry into and determination of the given cleric's fitness for ministry.
- 5.5. Safe Environment Coordinator.** The Bishop shall request that each Parish, School, and Seminary designate a Safe Environment Coordinator to oversee the Parish, School, or Seminary program for screening, selecting, and supervising those working in the Parish, School, or Seminary who will have regular or unsupervised direct contact with children. The Office of the Director of Safe Environment shall provide training to such coordinators upon their assumption of those responsibilities and then no less than every three (3) years thereafter.

- 5.5.1.** The Director shall request confirmation that a Safe Environment Coordinator has been designated in each Parish, School, and Seminary.
- 5.5.2.** If a Parish, School, or Seminary fails to confirm the designation of a Safe Environment Coordinator, the Director shall within a reasonable time notify the Bishop and the board of trustees of the Parish, School, or Seminary in writing that a local Safe Environment Coordinator has not been designated.
- 5.6.** Ineligible for Employment or Clergy Position. The Diocese shall not assign a cleric for a position in public ministry or a position that provides access to minors, who has a Substantiated Claim of Sexual Abuse of a Minor against him, or who is otherwise deemed unsuitable for ministry.
- 5.6.1.** Fitness Determination. Where there have been allegations of Sexual Abuse of a Minor by a cleric, fitness for ministry determinations are to be made by the Bishop upon recommendations from the Diocesan Review Board. If the Bishop, after considering these recommendations, determines a Cleric is unfit for ministry based on a Substantiated Claim of Sexual Abuse of a Minor, the Diocese shall not recommend such cleric to another religious organization, and shall notify an inquiring organization of the determination regarding fitness for ministry.
- 5.6.2.** Assignment or Transfer. If a cleric seeks assignment, transfer, or residence outside of the Diocese Territory, the Diocese shall seek permission from the Cleric to make available for review by the receiving diocese, religious community, or organization a complete copy of his Clergy file and any other Diocese files materially related to the cleric. If the cleric permits review, the Diocese shall provide such receiving entity access to the complete Clergy file and any other Diocese files materially related to the Cleric. If the Cleric refuses review or limits review of the complete file or any other Diocese files materially related to the cleric, the Diocese shall notify the receiving entity that the cleric refused access or is limiting access.
- 5.6.3.** Disclosure. The Diocese shall disclose any allegation of Sexual Abuse of a Minor to any diocese, Catholic entity, or secular employer that inquiries about the existence of any allegation of Sexual Abuse of a Minor with respect to any past or present cleric of the Diocese to the extent that such disclosure is allowed by federal and state law. The Diocese shall also disclose the status or resolution of that allegation as reflected in its records to the extent allowed by federal and state law.
- 5.6.4.** Prohibited Recommendations. The Diocese shall not recommend and shall have a policy that prohibits a cleric or Diocese employee from recommending, an employee for a position that provides access to Minors if the employee has a Substantiated Claim or pending allegation of Sexual Abuse of a Minor against him or her.

6. Outreach and Assistance for Survivors

- 6.1. Emotional and Spiritual Welfare. Survivors of sexual abuse must know that the Church cares for them and that the primary focus of the Diocese is the good of those who have suffered because of the sexual abuse by clergy or by any Church personnel. The foremost concern of the Diocese is for the Survivors of sexual abuse and their emotional and spiritual welfare. Therefore, we must and will continue to offer to survivors immediate loving and compassionate care. People must know that they can and should seek the help of the Church whenever abuse occurs, and Survivors must be encouraged to report sexual abuse whenever it occurs, and the Diocese will do so if they are unable or unwilling to. The entire Church community must also pray for Survivors of sexual abuse, especially children, for their families, and for all who have been hurt and scandalized by the sexual abuse by clergy or by any Church Personnel.
- 6.2. Survivor Assistance Coordinator. The Bishop will name a Victim (Survivor) Assistance Coordinator to oversee all aspects of the outreach and assistance to Accusers and Survivors of sexual abuse (cf. USCCB Charter, art. 2). The Victim (Survivor) Assistance Coordinator will attend Diocesan Review Board meetings and will serve as a member of the Youth Protection Council.
 - 6.2.1. The Victim (Survivor) Assistance Coordinator will be the Diocesan contact and support Person for Accusers and Survivors of sexual abuse. Prior to the inquiry into any Accusation, the Victim (Survivor) Assistance Coordinator will designate a Support Counselor to participate in the Preliminary Inquiry by serving on the Inquiry Team. During the Preliminary Inquiry process, it is the Support Counselor who will serve as the contact and support person for the Accuser or alleged Survivor, advising the Victim (Survivor) Assistance Coordinator of the immediate needs that have been expressed by the Accuser and his or her family, and who will make specific recommendations to the Response Team during their meeting.
 - 6.2.2. Following the Preliminary Inquiry, the Victim (Survivor) Assistance Coordinator is responsible for the on-going assistance to an Accuser or alleged Survivor until they mutually determine that such support and assistance is no longer needed. The Victim (Survivor) Assistance Coordinator will help the Accuser or alleged Survivor obtain counseling or therapy from a qualified, mutually agreed upon provider, and will answer any questions the Accuser or alleged Survivor may have about the process.
 - 6.2.3. If requested, the Victim (Survivor) Assistance Coordinator will help the Accuser or alleged Survivor obtain any needed urgent medical assistance as well as pastoral or spiritual care. If requested, the Victim (Survivor) Assistance Coordinator will also help the Accuser or alleged Survivor locate any available financial assistance to satisfy any outstanding financial expenses of mental health therapy.

6.3. Emotional Welfare of the Survivor. The primary concern of the Diocese is for the emotional welfare of the Survivor. All Survivors are to be offered spiritual, pastoral, and mental health assistance, regardless of their ability or willingness to pay for these services (cf. USCCB Charter, art. 1).

6.3.1. If the Diocese does not appear to have legal liability in a case, and the abuse has been established, the expenses for the Survivor's therapy are the personal responsibility of the Accused, and the Diocese will assist in obtaining a financial commitment from the Accused to the extent possible. If the offending cleric or employee is unwilling to pay the therapy expenses, the Bishop may compel the accused to pay to the extent possible under canon and civil law, even by means of the attachment of wages.

6.3.2. In cases in which the offending cleric is from an Institute or Society of Consecrated Life or another Diocese, the cleric's proper Superior or Bishop will be asked to pay for the Survivor's counseling expenses.

In no instance will appropriate counseling assistance be denied due to an inability to pay on the part of the offending cleric, Diocese, or Institute or Society of Consecrated Life.

6.4. Diocese Financial Assistance to Survivors. The Diocese may also offer financial assistance as part of its pastoral outreach to Survivors of sexual abuse. Such action implies no legal liability on the part of the Diocese. Any financial assistance will generally be offered for up to two (2) years or 104 sessions of counseling, provided by a mutually agreed upon and properly credentialed therapist. After the initial 104 sessions of therapy, an assessment by the Victim (Survivor) Assistance Coordinator may be needed to determine: (1) the effectiveness of current therapies; (2) if additional assistance may be necessary (an additional 13 sessions at a time will be approved, with progress reports submitted to the Victim (Survivor) Assistance Coordinator according to APA standards); or (3) when to end such assistance. At no time, however, will the Survivor be left without financial assistance to help pay for needed therapy for up to one (1) year or 52 sessions.

6.4.1. Counseling assistance may be terminated under any one of three conditions: (1) all parties agree; (2) 104 counseling sessions have already been provided; or (3) it is obvious to one or more parties, in consultation with others (e.g., members of the Diocesan Review Board) that the therapy is not effective. In the latter case, when fewer than 104 sessions have been provided, efforts will be made by the Victim (Survivor) Assistance Coordinator to help the Survivor obtain another mutually agreed upon and credentialed therapist.

7. Response to an Accusation of Sexual Abuse

7.1.1. Reporting Procedures. For those reporting an Accusation by a Cleric or any Church Personnel to the Diocese, the following procedures are normally utilized. These procedures will be regularly announced in the Diocesan

newspaper, The Catholic Witness, and may be found on the Diocesan website at www.youthprotectionhbg.com (cf. USCCB Charter, art. 2). The first step is to notify the proper civil authorities via ChildLine (either by phone or via the online DHS portal). Next, the Program Director is normally to be notified immediately of the suspected Sexual Abuse of a Minor involving the Diocese in any direct or indirect way. A report is normally made by calling the reporting number at 1-800-626-1608, or by emailing ReportAbuse@hbgdiocese.org, or by calling the Diocesan Center at 717-657-4804 and asking to speak with either the Victim (Survivor) Assistance Coordinator or the Program Director.

7.1.2. In the absence of the Victim (Survivor) Assistance Coordinator and the Program Director, reports can be made to the Vicar General, the Secretary for Clergy and Consecrated Life, or the Judicial Vicar. The following actions will then be taken immediately.

7.2. Initiating the Inquiry Process:

7.2.1. After receiving a report of suspected Sexual Abuse of a Minor, the Program Director will determine that the proper civil authorities have been contacted. Next, an Inquiry Coordinator will be appointed to begin the Inquiry process as soon as possible, according to the following steps. The Inquiry Coordinator will normally be a canon lawyer if the Allegation is against a cleric, seminarian, those in formation toward Holy Orders, or a person in Consecrated Life. If the allegation is against any Church Personnel, the Inquiry Coordinator will be the employer or supervisor of the Accused. In such a case, a canon lawyer will help and advise the Inquiry Coordinator.

7.3. Status of Accused:

7.3.1. A Bishop – If an Accusation is made against a Bishop, whether serving currently or previously in the Diocese of Harrisburg (or elsewhere), the Bishop will refer the matter immediately to the Apostolic Nuncio in Washington, DC, and will follow the directions of the Nuncio (cf. *Vos Estis Lux Mundi*). The Accusation will also be forwarded to the appropriate civil authorities as required by law.

7.3.2. A Cleric, Seminarian or Consecrated Individuals – If an Accusation is received against any such person, the Program Director is to notify the Bishop and the Secretary for Clergy and Consecrated Life, or in the case of a seminarian, the Vocation Director, of the report without delay. The Program Director will appoint a canon lawyer as the Inquiry Coordinator and the Preliminary Inquiry will normally begin with the report that is made to the appropriate civil authorities. If the Accused is incardinated in, or in formation for another Diocese, the Program Director, together with the Secretary for Clergy and Consecrated Life will contact the proper Bishop of the Accused without delay to forward the Accusation. It is the expectation of the Diocese of Harrisburg that the proper Diocese of the Accused will conduct the Preliminary Inquiry (according to their own policy and process). Only if they are not able to do so

(due to lack of canonical staff, geographical distance, small numbers, etc.) will the Diocese of Harrisburg conduct the Preliminary Inquiry, and then forward the results to the proper Bishop of the Accused.

7.3.3. Laiety in Consecrated Life – If an Accusation is received against any such person, the Program Director is to notify the Bishop and the Secretary for Clergy and Consecrated Life of the report without delay. After consultation with civil counsel and the appropriate civil authorities an internal Inquiry proceeds. Since the Accused is not a cleric, but a member of an Institute of Consecrated Life, with his/her own proper Superior, the Program Director, together with the Secretary for Clergy and Consecrated Life, will contact the proper Superior of the Accused without delay to forward the Accusation. It is the expectation of the Diocese that the Institute or Society of the accused will conduct the Preliminary Inquiry (according to their own policy and process). Only if they are not able to do so (due to lack of canonical staff, geographical distance, small numbers, etc.) will the Diocese of Harrisburg conduct the Preliminary Inquiry, and then forward the results to the proper Superior of the Accused and inform the appropriate civil authorities

7.3.4. Church Personnel – If an Accusation is received against any Church Personnel, the Program Director is to notify the responsible supervisor or employer of the Accused of the report without delay. After consultation with civil counsel and the proper civil authorities the Diocese may proceed with an internal inquiry.

7.3.5. Vendor, Independent Contractor or Subcontractor – If an Accusation is received against any of these persons, the Program Director is to forward the report and all known details to the appropriate civil authorities without delay. The Diocese will not conduct any inquiry into these reports.

7.3.6. Sexual Abuse of a Minor by another Minor – If an Accusation is received, stating that one Minor abused another Minor, the Program Director will assist the one who received the report in identifying the most appropriate and effective response. Such an Accusation will not be investigated under these Child Protection Protocols, but if it is a reportable offense it will be forwarded without delay to the appropriate civil authority.

7.4. Specific Steps of the Inquiry Process. The following steps will be taken whenever an Accusation is received by the Diocese and such an Accusation falls under these Child Protection Protocols:

1. The Accusation will be immediately reported to ChildLine (via the statewide number, and followed by a written report within 48 hours, or via the DHS online portal). The Accusation will be reported even if the Accusation is not per se reportable under the CPSL: all Allegations shall be reported to ChildLine. The only exception is Allegations received by a Cleric during confession.

2. The Diocese shall follow any report to ChildLine with a letter to the appropriate District Attorney; such letter shall be issued within 14 days of the report.
3. The Diocese shall not investigate an Allegation until the civil authorities consent to such an investigation.
4. After the proper civil authorities have been consulted and give approval, and if the claim of Sexual Abuse of Minor involves a living person, the Diocese will have Independent Professional Investigators investigate the claim. The Independent Professional Investigators will examine such evidence as necessary (including files of the Diocese), and interview such persons as they deem necessary, reasonable, and appropriate to investigate the matter, including, if available, the Accuser, witnesses, and the Accused. When interviewed, the Accuser or a Survivor shall be advised of the right to have counsel present and have present any other person the Accuser or the Survivor wishes, including, but not limited to, a professional counselor. When interviewed, the Accused will be informed that the civil authorities have been informed and will be encouraged to obtain legal counsel under both canon and civil law. The Accused shall be given, in writing, a list of rights enjoyed by both the Accused and the Accuser. Upon completion of their investigation, the Independent Professional Investigators shall present written summaries of their findings to the Director.
5. The Independent Professional Investigators shall also present their findings to the Diocesan Review Board.
6. Upon consultation with the Diocesan Review Board, the Bishop shall make the final determination on whether the claim is a Substantiated Claim.

8. Possible Outcomes of the Inquiry Process

- 8.1. Administrative or Enforced Leave. A person Accused of the Sexual Abuse of a Minor, no matter what their status, will normally be placed on enforced leave from their assignment, office, or employment. This administrative or enforced leave incurs no interruption of salary and accrual of benefits and may occur at any stage of the inquiry process. This action may occur immediately upon notice to the accused, at the discretion of the Accused's responsible supervisor, or—in the case of clergy and Diocesan employees, or in the absence of the responsible supervisor—of the Program Director or the Vicar General. The faculty to impose temporary administrative or enforced leave in such circumstances and, in cases involving Clerics, to demand withdrawal from a particular rectory or place of residence, is expressly granted by the Bishop as particular law under these Child Protection Protocols to the Vicar General, the Judicial Vicar, and the Secretary for Clergy and Consecrated Life. This action is not penal in nature yet exists as a tool in the free and unhindered investigation of a serious accusation of a crime (cf. Essential Norms, n. 9).

- 8.1.1.** Motivating factors for administrative or enforced leave include: (1) the Accuser is still a minor; (2) the ministry, employment or volunteer position of the Accused directly involves Direct Contact with Children; (3) the alleged abuse occurred where the Accused is currently assigned, employed or in a volunteer position; (4) the Accused is still in the same assignment, employment or volunteer position in which the alleged abuse occurred; (5) there may be physical evidence to preserve at the place where the Accused is assigned, employed or volunteers; or (6) the Accusation has become known or, if known, would engender scandal or contempt for either the Accuser or the Accused.
- 8.2.** Publicity. Unless circumstances suggest otherwise, no publicity is to be given to this leave, and co-workers and colleagues are not informed of this action by the Diocese. This step is taken to protect the good name and reputation of the Accused during this initial inquiry. If a person is placed on leave, such leave is normally not to extend beyond the Response Team meeting(s) and inquiry conclusion. The act of placing an Accused on enforced leave will not give rise under canon law to an action for reinstatement during the leave, or for damages at any time.
- 8.3.** When Sexual Abuse of a Minor is Substantiated - When the Sexual Abuse of a Minor is deemed to be a Substantiated Claim, the Accused, no matter what his or her status, will be permanently removed from all ministry, employment or volunteer status and the individual's Youth Protection Badge will be permanently revoked.

Employee - even a single Substantiated Claim of Sexual Abuse of a Minor results in permanent dismissal from all Diocesan, parish, school, or other institutional employment. The former employee will not be permitted to volunteer in any position of ministry in the Diocese. If the employer is contacted by any other potential employer, full disclosure of the incident may be made, after seeking counsel of the Diocesan Solicitor.

Volunteer - will be removed permanently from all his or her volunteer positions in the Diocese, parish, mission, school, or other institutions, and not permitted to volunteer or seek employment in any position of ministry in the Diocese in the future.

Seminarian – will be dismissed from formation.

Cleric incardinated in the Diocese of Harrisburg - will be removed from his place of assignment (parish, campus, hospital, etc.), from any assignment or participation in ministry, and if a priest, his faculties will be withdrawn, and he will be placed under penal precept. For even a single Substantiated Claim of Sexual Abuse of a Minor, no matter when it occurred, which is admitted or established after an appropriate canonical process, the offending Cleric will be permanently removed from all ministry (cf. USCCB Charter, art. 5; Essential Norms, n. 8). In every case

where the Sexual Abuse of a Minor by a Cleric has been admitted or established, or in which the Accusation at least seems to be true, the Bishop will forward the case file to the Congregation for the Doctrine of the Faith as required by the norms of the Holy See document, *Sacramentorum sanctitatis tutela*. Also, in every case the pertinent processes provided in Canon Law will be strictly observed (cf. Book VI of the Code of Canon Law; the USCCB Charter; the USCCB Essential Norms), and dismissal from the clerical state may be sought, if the case warrants it (cf. USCCB Essential Norms, n.8). A report will also be made to the appropriate civil authorities.

- a. For a Cleric, even a single Substantiated Claim of Sexual Abuse of a Minor, no matter how long ago such abuse may have occurred, brings permanent removal from all ministries. An offending Cleric may be offered professional assistance for his own healing and well-being, and for the purpose of prevention, even though he will never function in any ministerial capacity again. The Cleric will be given the assistance of the Diocese if he wishes to seek voluntary laicization. In the event voluntary laicization is not sought, the penalty of dismissal from the clerical state will be diligently pursued. The Diocese shall do everything within its power to initiate proceedings to dismiss the Cleric from the clerical state.
- b. To the extent permitted under State, Federal, and Canon Law, the Diocese will take all steps within its control to discontinue payments of any kind to Clergy incardinated in the Diocese against whom a Substantiated Claim has been found.
- c. The Diocese shall remove photos and any visible honors (such as a plaque honoring that Cleric individually or naming of a building or hall in that Cleric's honor) from public display for each priest with a Substantiated Claim of Sexual Abuse of a Minor. This does not prevent the Diocese from displaying photos of individuals with a Substantiated Claim of abuse if that photo or the words accompanying it clearly indicate that the individual had a Substantiated Claim of Sexual Abuse of a Minor asserted against him or her.
- d. The Diocese will provide timely, detailed updates regarding each of the above efforts to the Diocesan Review Board.

Cleric incardinated in another Diocese or is a member of an Institute or Society of Consecrated Life and the Preliminary Inquiry was conducted by the Diocese of Harrisburg - the Secretary for Clergy and Consecrated Life together with the Program Director will promptly notify the proper Bishop or Superior of a Substantiated Claim of Sexual Abuse of a Minor. The Accused will be removed from any assignment or participation in

ministry, and if a priest, his faculties will be withdrawn, and he will be placed under penal precept. The proper Bishop or Religious Superior will be responsible for the residence of the Accused apart from any diocesan or parochial facility.

Consecrated Individuals - if the Preliminary Inquiry was conducted by the Diocese of Harrisburg, the Secretary for Clergy and Consecrated Life together with the Program Director will promptly notify the proper Superior of the Accused of a Substantiated Claim of Sexual Abuse of a Minor. The Accused will be removed from residence within the Diocese, from any assignment or participation in ministry (volunteer or paid), and he or she will be placed under penal precept. A report will also be made to the appropriate civil authorities of that jurisdiction.

- 8.4.** When a claim of Sexual Abuse of a Minor is a Substantiated Claim: The employer or responsible supervisor of the Accused (for any Church personnel) or the Bishop (for any Cleric, seminarian, one in formation toward Holy Orders, or person in Consecrated Life) shall undertake all reasonable efforts to effectuate appropriate action, including the following:
- (i) If the Accused is not a Cleric, to terminate employment or volunteer status. The accused is thus prohibited from all employment and all volunteer positions within the Diocese.
 - (ii) If the Accused is a seminarian or in formation toward Holy Orders, to dismiss him from formation.
 - (iii) If the Accused is a Cleric incardinated in the Diocese of Harrisburg, to continue his Administrative Leave and to forward the results of the Preliminary Inquiry to the Holy See for further direction in the case; to place him under penal precept or canonical penalty, which will forbid him from presenting himself as a Cleric and from functioning publicly as a priest or deacon.
 - (iv) If the Accused is a Cleric incardinated in the Diocese of Harrisburg, to request that he seek a medical or psychological assessment, evaluation, or treatment, which does not preclude other appropriate actions at the same time.
 - (v) If the Accused is a Cleric not incardinated in the Diocese of Harrisburg, and the Diocese of Harrisburg has conducted the Preliminary Inquiry, to forward the matter, in its entirety, to the Cleric's proper Bishop or Superior and to withdraw any assignment to ministry, employment, permission to reside, and faculties of the Diocese.
 - (vi) If the Accused is not a Cleric but is a member of an Institute or Society of Consecrated Life, and the Diocese of Harrisburg has conducted the Preliminary Inquiry, to forward the matter, in its entirety, to the person's

proper Superior and to withdraw any assignment to ministry, employment, volunteer status, and permission to reside within the Diocese.

- (vii) The Diocese shall aid Pastors and principals so that they may appropriately respond to media inquiries and provide media responses designed to reassure the community that abuse allegations are taken seriously and that the Diocese cooperates fully with civil authorities.
- (viii) The Diocese shall make public disclosures of Substantiated Claims of Sexual Abuse of a Minors by Clerics. In each case of a Substantiated Claim, the Diocese will add the name of the Cleric to the disclosure section of its website. Public disclosures under this paragraph shall be made as soon as reasonably practicable but, in any event, no later than thirty (30) days after the relevant determination. The Diocese will also share this information with the public by issuing and posting a press release on its website.

8.5. Anonymous Accusations.

8.5.1. The Diocese strongly discourages anonymous reports of suspected Sexual Abuse of a Minor by persons other than the Survivor himself or herself, because anonymous reports can prevent the healing and reconciliation of the Survivor and generally provide insufficient information for a competent and fair inquiry. Anonymous Accusations may inadvertently allow sexual abuse to continue and are therefore, strongly discouraged. They will, however, be investigated consistent with these Protocols and will always be reported to civil authorities.

8.5.2. The right to know the identity of one's Accuser is based on the fundamental rights of due process, including the right of the Accused to self-defense. Protection of due process is necessary to maintain the integrity of the Church's ministry and to indicate the seriousness of false accusations. Because an Accusation of the Sexual Abuse of a Minor can bring serious harm to a person's reputation and employment, it is important to safeguard the rights of the Accused as well as those of the Accuser. Ordinarily, the Accuser's identity will be made known to the person accused of the serious crime of Sexual Abuse of a Minor.

8.5.3. The consequences of untrue accusations are dire, since they may involve permanent emotional trauma, loss of reputation and employment, and may lead to litigation harmful to all persons involved.

8.6. False Accusations.

8.6.1. If an Accusation has been completely retracted or it is otherwise patently clear that the Accusation is unfounded in fact and made with malice, and if the matter has become public or has engendered scandal or loss of reputation to the Accused, every effort will be made to restore the good reputation of the Accused (cf. USCCB Essential Norms, norm 13). If appropriate, the Diocese will also consider civil or canonical action against the one making the false Accusation,

and the employee or Cleric will be advised of his or her rights in the matter. The appropriate response to a false Accusation will be determined by the Bishop, with advice from the Diocesan Review Board, on a case-by-case basis.

8.6.2. If the Accusation becomes known, the response may include appropriate communications with:

- (i) Staff or co-workers of the falsely Accused.
- (ii) The parish community of the falsely Accused.
- (iii) Diocesan officials of this or of any other diocese in which the falsely Accused may minister, reside, work or volunteer.
- (iv) The media.

8.6.3. If requested, the Diocese will assist the falsely Accused person in obtaining civil or canonical legal counsel. The Diocese will not, however, be obligated to provide any compensation or reimbursement for these services.

8.7. Role of the Bishop in the Process.

8.7.1. At times the Bishop's personal presence, or that of his delegate, may be needed to foster healing and reconciliation. The Bishop or his delegate will offer, through the Victim (Survivor) Assistance Coordinator, to meet with Survivors and their families (cf. Charter, art. 1). He will listen with patience and compassion to their experiences and concerns, and he will share with them his own sentiments and that of the Diocese, as expressed on May 1, 2016 by His Holiness, Pope Francis in his weekly address: "This (the abuse of minors) is a tragedy... We must not tolerate the abuse of minors. We must defend minors. And we must severely punish the abusers."

8.7.2. At times, the Bishop's personal presence, or that of his delegate, may also be needed to foster healing and reconciliation for the Accused, even though, if the Sexual Abuse of a Minor is deemed to be a Substantiated Claim, the Accused will never return to any assignment, employment, or volunteer status in the Catholic Church.

8.8. Legal Considerations

8.8.1. If either the Survivor or the Accused requests the counsel of a canon lawyer, the Victim (Survivor) Assistance Coordinator will help the Survivor or the Accused in locating competent outside canonical counsel to assist them. It is normally the personal responsibility of the Accused to pay all fees and costs associated with such canon law counsel during the Preliminary Inquiry and prior to the opening of any formal penal process, whether administrative or judicial.

- 8.8.2.** During a penal process, and if requested by the Survivor, the Diocese may assume part or all the costs associated with canonical counsel to the Survivor, if those costs are within acceptable standards suggested by the Canon Law Society of America
- 8.8.3.** All legal fees and any award for damages against the offender are the personal responsibility of the offender. Diocesan liability insurance does not cover intentional acts of a criminal nature, including acts of sexual abuse of minors.
- 8.8.4.** Furthermore, the Diocese will not assist in providing the legal fees for any offender. If a settlement is indicated in an extraordinary case, the Diocese will not enter into a confidentiality agreement unless specifically requested by the Survivor or the Survivor's legal representative and will do so only for compelling reasons. At no time will the Diocese initiate such a confidentiality agreement. If such a request for confidentiality is made and agreed upon by the Diocese, such a request of the Survivor will be noted in the text of the agreement (cf. USCCB Charter, art. 3).

9. Communications

- 9.1.** The inquiry into any Accusation will be kept as confidential as possible given the circumstances of the case. Determination of what disclosure is to be made and when, will be made on a case-by-case basis.
- 9.2.** Communications Coordinator. In accord with the USCCB Charter, the Bishop will designate a Communications Coordinator, who will serve as the official voice of the Diocese in all matters connected with the sexual abuse of minors and sexual misconduct by clergy, seminarians, those in formation toward Holy Orders, those in Consecrated Life, or any Church Personnel. Any other person offering statements or commentary to the media must be understood as offering only personal viewpoints and opinions, not necessarily reflecting the position of the Diocese or any of its parishes or schools in any official manner. The Bishop will designate another person to serve in the capacity of Communications Coordinator in the event this person is unavailable.
- 9.2.1.** The Communications Coordinator is a member of the Youth Protection Council and works closely with the Program Director in developing and maintaining the section on communications in these Child Protection Protocols. The communications policy will reflect a commitment to openness in a manner which respects the right to privacy and the reputation of all persons involved in Accusations, including the Accuser or Survivor as well as the Accused. The Communications Coordinator will be kept informed of new Accusations and the progress of inquiries into Accusations by the Program Director. The Communications Coordinator, in turn, will inform those individuals or groups with a legitimate interest in the matters, especially parish communities affected by sexual abuse Accusations, through regular release of information

9.2.2. Dioceses/eparchies are to be open and transparent in communicating with the public about sexual abuse of minors by clergy within the confines of respect for the privacy and the reputation of the individuals involved. This is especially regarding informing parish and other church communities directly affected by Sexual Abuse of a Minor. (USCCB Charter, art. 7).

9.3. Sharing Information. The primary means of communicating to the Catholic community and the larger public is through the diocesan website and in the diocesan newspaper, The Catholic Witness. As appropriate and as determined by the Communications Coordinator in consultation with the Program Director or the Bishop, other means of communication, including the secular media, will be used to make known the current policies of the Diocese regarding the sexual abuse of minors and any current inquiry into Accusations that have become public.

9.3.1. The Communications Coordinator is to recommend to the Program Director specific policies for keeping the following persons or groups of persons properly informed as needed:

- a. The secular media, regarding a specific Accusation or inquiry.
- b. The secular or religious media, regarding policies, procedures, and statistics.
- c. The clergy of the Diocese of Harrisburg.
- d. The staff or people of a parish, school, Secretariat, or other place affected by a specific Accusation.
- e. The Catholic people of the Diocese of Harrisburg.
- f. The public of Central Pennsylvania.

9.4. Public Disclosure. The Diocese shall make public disclosures of any future Substantiated Claims of clergy Sexual Abuse of a Minor that occurred in the Diocese Territory. The Diocese will encourage all potential Survivors to come forward.

9.4.1. The Diocese shall aid Pastors and principals so that they may appropriately respond to media inquiries and provide media response designed to reassure the community that abuse allegations are taken seriously and that the Diocese cooperates fully with civil authorities.

9.5. Disclosure and Confidentiality. The Diocese of Harrisburg constantly maintains on its website (www.youthprotectionhbg.com) a clear announcement on how to report suspected abuse of a minor (call the PA Child Abuse Hotline at 1-800-932-0313 or use the online DHS portal for reporting allegations at <https://www.compass.state.pa.us/cwis/public/home>); (2) of a vulnerable adult between the ages of 18-59 (call the 24-hours statewide Protective Services Hotline at: 800-490-8505); (3) of a vulnerable adult age 60 and above (call the 24-hour statewide Protective Services for Older Adults

Hotline: 800- 527-242); (4) of a minor by a cleric or any Church personnel (contact the Diocese at 1-800-626-1608 or ReportAbuse@hbgdiocese.org).

- 9.5.1.** The Diocese will also ensure that annual announcements on how to report the suspected abuse of a minor by a cleric or any Church Personnel will be made in all parishes (by announcement or printed in bulletins), as well as published in each issue of The Catholic Witness (cf. Charter, art. 2).
- 9.5.2.** By means of the annual announcements, the Diocese will encourage all Survivors of sexual abuse to report the cleric or Church Personnel to Diocesan officials. While the Church's primary focus is the healing and well-being of Survivors, these public announcements should assure Survivors of the eagerness of the Diocese to assist them and encourage them to come forward to prevent ongoing or future abuse.
- 9.5.3.** As previously noted, the inquiry into any Accusation will be kept as confidential as possible under the circumstances of the case. However, legal, and professional confidentiality is not to be misunderstood as secrecy. Determination of what disclosure is to be made and at what stage of the inquiry this is to be done is determined in each case.
- 9.5.4.** From time to time, it may become necessary or appropriate to provide information on a specific accusation or results of an inquiry to the institution to which the Accused is connected (i.e., their parish, school, Secretariat or Office). This will be done by the Communications Coordinator, with the Program Director and the proper Pastor, Principal, Diocesan Vicar or Secretary. Ordinarily, the right to privacy of both the Accuser and the Accused, the potential for damage to reputation of involved parties, and avoidance of further harm to a Survivor through publicity, suggest that appropriate disclosure be limited and controlled.
- 9.5.5.** Disclosure may be made to reach out to other possible Survivors, to repair harm or scandal caused by sexual abuse, to provide for punishment of criminal activity, or to restore the good name of one falsely Accused. Disclosure will respect and preserve the rights of all parties in both canon and civil law.
- 9.5.6.** Disclosure of an Accusation or of the results of an inquiry or penal process may be made to any of the following, depending on the circumstances of the case:
 - a. The staff or parishioners (or students) of the Accused's current and/or previous assignment(s) or place(s) of work or ministry.
 - b. Co-workers or staff of an Accused's current diocesan assignment, employment, or ministry.
 - c. Officials of any other Diocese or Institute or Society of Consecrated Life in which the Accused may now work or reside.

- d. Potential employers of the Accused.
- e. The secular or religious media.
- f. In every case disclosure will be made to the appropriate civil and ecclesiastical authorities.

9.5.7. If disclosure is made to a school or parish community at large, the Program Director, together with the Victim (Survivor) Assistance Coordinator, is to ensure that several counselors or therapists are available at the same time and place to offer immediate crisis counseling to any who desire it, or to report additional incidents of suspected abuse.

9.5.8. If disclosure is made to a select person or small group of persons, such disclosure is made with the expectation of confidentiality and privacy, under possible penalty in canon or civil law. If an Accusation becomes public by any means, the Communications Coordinator or the Program Director is to inform the appropriate personnel at the Accused's current assignment or employment that an inquiry is being conducted. Media questions are to be directed to the Communications Coordinator.

9.6. Inquiries from Third Parties

9.6.1. Any inquiries from the media concerning the Sexual Abuse of a Minor by a Cleric, Employee, or volunteer, who are in any way affiliated with the Diocese, are to be forwarded to the Communications Coordinator. It is the policy of the Diocese to provide accurate and up-to-date information concerning the number of Accusations received within a given time, the inquiries conducted, and the Accusations substantiated. This includes information regarding the employment or ministerial status of clergy or any Church Personnel since such information does not violate the privacy of the parties or jeopardize the free and complete investigation of an Accusation. The Diocese will not ordinarily offer commentary regarding an open inquiry or any matter in litigation before secular or ecclesiastical courts.

9.6.2. When an Accusation involves clergy from another Diocese, Institute or Society of Consecrated Life, or an employee or volunteer of either, the Communications Coordinator will be kept informed of the Accusation and the progress of the inquiry (which may or may not take place in the Diocese of Harrisburg), but normally all questions regarding the matter are referred to the person's proper Diocese or Institute of Consecrated Life.

10. Record Keeping

10.1. The Diocese shall keep and maintain in effect an acceptable use computing policy, consistent with the policy attached to these Protocols as **Exhibit []**.

- 10.2. The Office of the Director shall maintain records relating to clergy and the Safe Environment Program.
- 10.3. The Office of the Director shall maintain records of the training sessions and educational requirements required under the Policies.
- 10.4. The Diocese shall maintain files for all clergy.
- 10.5. The Diocese will not destroy clergy files.
- 10.6. Files may be maintained electronically.
- 10.7. Clergy files shall contain the following records:
 - A. Signed documents as required under the Policies.
 - B. Copies of all returned background checks.
 - C. Internal memoranda or documentation regarding clergy misconduct.
 - D. Records of any allegation of Sexual Abuse of a Minor.
 - E. Records of any mandatory report made to law enforcement about the cleric.
 - F. Records of any internal investigation.
 - G. Records relating to review by all Review Boards.

11. Other Considerations

- 11.1. The Website. The Diocese shall support and encourage the reporting of abuse both on its website and in print documents posted in parishes and schools. The website or documents shall seek to educate the public on the reporting of clergy misconduct and the protection afforded those who make good-faith reports.
- 11.2. Meetings with Survivors and Listening Sessions. In instances where a claim of Sexual Abuse of a Minor is deemed a Substantiated Claim, if requested, Diocese leadership shall meet with the Survivor or his or her support person(s) as may be reasonably arranged, with due respect for the needs of the Survivor. Upon request, the Bishop will meet with any Survivor.
- 11.3. Apology Letter. In instances where a claim of Sexual Abuse of a Minor is deemed a Substantiated Claim, if requested by the Survivor, the Bishop shall, on behalf of the Diocese, send a personally signed letter of apology to the Survivor.
- 11.4. Annual Mass. The Diocese will have a Mass at least once per calendar year dedicated to support of Survivors and to prevention of sexual abuse of children. The Bishop will strongly encourage in writing all Clergy to attend the annual Mass. The Bishop will exercise best efforts to preside over this annual Mass. The Diocese shall cause to be

announced in Parish bulletins at least one month in advance the time and location of this annual Mass. The location of this annual Mass shall rotate through each Deanery located within the Diocese.

- 11.5. 24/7 Hotline. The Diocese shall continue to maintain an independent mechanism where concerns regarding misconduct or suspected misconduct can be reported. The mechanism should provide for 24/7 access and allow reports to be made by phone or through a confidential web-based reporting mechanism.
- 11.6. Law Enforcement. The Diocese shall have a policy to provide law enforcement in the appropriate jurisdiction with the known residential address of each Cleric incardinated in the Diocese having a Substantiated Claim of Sexual Abuse of a Minor.

12. Compliance

- 12.1. The Diocese shall institute a reasonable timeline for compliance with these Protocols.
- 12.2. Not less than every sixty (60) months, the Diocese shall cause to be undertaken an independent audit of the Diocese's compliance with the Diocese's safe environment program. The independent audit shall be conducted by a firm with demonstrated competencies to conduct a compliance audit with policies like these Protocols.
- 12.3. Each audit shall be provided to the Independent Professional Investigator(s) and maintained by the Diocesan Review Board.
- 12.4. The Diocese will review and consider each audit report to further evaluate and continuously improve these Protocols.

EXHIBIT I
TRUST DISTRIBUTION PLAN

**TRUST DISTRIBUTION PLAN
ROMAN CATHOLIC DIOCESE OF HARRISBURG**

I. Definitions; Capitalized Terms.

Capitalized terms used in this Distribution Plan shall have the meanings ascribed to them in the *Roman Catholic Diocese of Harrisburg's Chapter 11 Plan of Reorganization* (Dkt. No. []) filed on [], 2022 (the "**Plan**") or the trust agreement for the Roman Catholic Diocese of Harrisburg Settlement Trust attached as **Exhibit C** to the Plan (the "**Trust Agreement**"), as applicable, unless otherwise defined in this Trust Distribution Plan (the "**Distribution Plan**").

II. Rules of Interpretation and General Guidelines.

A. Purpose

This Distribution Plan is designed to provide guidance to the Survivor Claims Reviewer in determining the amount of each Survivor Claim under the Plan, by assigning to each such Survivor Claim a value pursuant to the Evaluation Factors set forth below.

B. General Principles.

As a general principle, this Distribution Plan intends to set out a procedure that provides substantially the same treatment to holders of similar Survivor Claims. The range of values set forth in the Evaluation Factors and discretion provided to the Survivor Claims Reviewer to determine and to adjust the value to be assigned to a particular Survivor Claim are intended to reflect the relative values of Survivor Claims.

C. Sole and Exclusive Method.

The Evaluation Factors set forth below shall be the sole and exclusive method by which the holder of a Survivor Claim may seek allowance of and distribution on account of their Survivor Claim. Although the factors collectively comprise the methodology that must be applied in reviewing Survivor Claims, the Survivor Claims Reviewer may take into account factors in addition to those identified in this Distribution Plan.

D. Interpretation.

The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of this Distribution Plan.

E. Confidentiality and Privilege.

All information the Survivor Claims Reviewer receives from any source about any Survivor Claim shall be held in strict confidence and shall not be disclosed absent an order of the Bankruptcy Court or the written consent of the holder of the Survivor Claim. All information the Survivor Claims Reviewer receives from any holder of a Survivor Claim, or from such Claimant's counsel, shall be subject to a mediation privilege and receipt of such information by the Survivor Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work

product claim or any similar privilege or doctrine.

F. Survivor Claims Reviewer

Kramer Law LLC is the Survivor Claims Reviewer. The Survivor Claims Reviewer shall conduct a review of each of the Survivor Claims and, according to the guidelines set forth below, shall make determinations upon which individual monetary distributions will be made subject to the Plan and Trust Agreement.

III. Procedure.

A. Allowance of Survivor Claims.

A Survivor Claim shall be allowed if the Survivor Claims Reviewer determines the Survivor Claimant has proved their Survivor Claim by the preponderance of the evidence. If necessary, the Survivor Claims Reviewer may ask for additional information to make this determination. The holder of a Survivor Claim may refuse any request by the Survivor Claims Reviewer, but does so at such holder's own risk.

B. Survivor Claim Status Determination.

Under the Plan, Survivor Claims are divided into three categories: (i) Known Survivor Claims; (ii) Unknown Survivor Claims; and (iii) Late-Filed Survivor Claims. If the Survivor Claims Reviewer determines that the Survivor Claimant holds an Unknown Survivor Claim, the Survivor Claims Reviewer shall immediately notify the Trustee for purposes of funding the Unknown Survivor Claims Reserve, subject to and in accordance with the terms of the Plan.

C. Survivor Claim Amount Determination.

If a Survivor Claim is allowed, the Survivor Claims Reviewer shall determine the amount of such Survivor Claim by assigning such Survivor Claim a value pursuant to the Evaluation Factors. The Survivor Claims Reviewer shall consider all of the facts and evidence presented by the holder of the Survivor Claim in the applicable Proof of Claim or, if the holder of the Survivor Claim did not file a Proof of Claim prior to the Effective Date of the Plan, the Proof of Claim form submitted to the Survivor Claims Reviewer after the Effective Date. Holders of Survivor Claims may supplement their Proofs of Claim to provide additional information to the Survivor Claims Reviewer until ten (10) days after the Confirmation Date. The Survivor Claims Reviewer may consider the credibility of the holder of a Survivor Claim and the facts alleged in support of the Survivor Claim and, in the Survivor Claims Reviewer's sole discretion, reduce or deny the Survivor Claim.

D. Determinations by the Survivor Claims Reviewer.

The Survivor Claims Reviewer or the Trustee shall notify each holder of a Survivor Claim in writing of the expected monetary distribution with respect to the applicable Survivor Claim, which distribution may be greater or smaller than the actual distribution to be received based on the outcome of any reconsideration claims. The Survivor Claims Reviewer's determination shall be final unless a timely request is made for the point award to be reconsidered by the Survivor

Claims Reviewer. Holders of Survivor Claims shall not have any right to any other appeal of the Survivor Claims Reviewer's point award.

E. Requests for Reconsideration.

The holder of a Survivor Claim may request reconsideration by delivering a written request for reconsideration to the Survivor Claims Reviewer within twenty (20) calendar days after the date of mailing of the notice of the preliminary monetary distribution. Each written request must be accompanied by a check for the reconsideration fee in the amount of two hundred fifty dollars (\$250.00) and may be accompanied by any other or additional evidence in support of the Survivor Claim. Upon reconsideration, the distribution on account of the reconsidered Survivor Claim may increase or decrease. The Survivor Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Survivor Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review, or appeal by any party, including any court.

F. Distribution to Holders of Survivor Claims Other than Unknown Survivor Claims.

Once the Survivor Claims Reviewer has made all reconsideration determinations, the Trustee shall determine the dollar value of the distribution to be made on account of each Survivor Claim (other than Unknown Survivor Claims) based upon the Survivor Claim's pro rata share of the total final points assigned by the Survivor Claims Reviewer pursuant to this Distribution Plan and the available funds for distribution. The Trustee shall then make payment to the holders of each Survivor Claim (other than Unknown Survivor Claims) in accordance with the Trustee's power and duties under the Trust Agreement.

G. Distribution to Holders of Unknown Survivor Claims.

If one or more Unknown Survivor Claims is received, the Survivor Claim will evaluate the Unknown Survivor Claim and, if allowed, assign a total point value to each Unknown Survivor Claim. The points assigned to any Unknown Survivor Claim shall be reduced by half (1/2). If an Unknown Survivor Claim is allowed and has a point value assigned to it, the holder of the Unknown Survivor Claim shall receive an immediate distribution in the amount of \$20,000 from the Unknown Survivor Claims Reserve. Upon the termination of the Unknown Survivor Claims Reserve, each holder of an Unknown Survivor Claim shall receive a distribution as follows:

- i. if the total value of Unknown Survivor Claims is less than the Unknown Survivor Claims Reserve, a distribution in an amount equal to the value assigned by the Survivor Claims Reviewer to the Unknown Survivor Claim; or
- ii. if the total value of the Unknown Survivor Claims is greater than the Unknown Survivor Claims Reserve, a distribution based upon the Unknown Survivor Claim's pro rata share of the total final points assigned by the Survivor Claims Reviewer to Unknown Survivor Claims; provided, however
- iii. in no event shall a holder of an Unknown Survivor Claim receive more than Fifty Thousand Dollars (\$50,000).

H. Deceased Holders of Survivor Claims.

The Survivor Claims Reviewer shall review the claim of a deceased Claimant without regard to the Claimant's death. In instances in which a Claimant died prior to the submission of his or her Claim, the Survivor Claims Reviewer may require evidence that the person submitting the claim on behalf of the decedent was authorized to do so.

IV. Guidelines for Allocation for Survivor Claims.

Each Survivor Claim shall be evaluated by the Survivor Claims Reviewer, with each Survivor Claim being assigned points according to the following system.

A. Nature of Abuse and Circumstances. A point value ranging from zero (0) to fifty (50) shall be allocated for this section, giving considerations to, among other factors:

- i. the duration and frequency of the Abuse;
- ii. the type of Abuse (e.g., penetration, attempted penetration, masturbation, oral sex, touching under the clothing, touching over the clothing, kissing, sexualized talk);
- iii. Circumstances of the Abuse, including:
 - a. Grooming behaviors including but not limited to special privileges, special activities, special attention, social relationship with parents, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by perpetrator or Survivor; or Survivor use or exposure to pornography;
 - b. coercion or threat or use of force or violence, stalking;
 - c. relationship of Survivor Claimant to perpetrator including but not limited to whether the Survivor Claimant was a parishioner or student, held perpetrator in high regard, whether perpetrator was in position of trust, whether perpetrator had unsupervised access to claimant, and whether the Survivor claimant valued relationship with perpetrator;
 - d. location of abuse, including but not limited to isolated location, Survivor Claimant's home, rectory, church, cabin, orphanage, boarding school, trip.

B. Impact of the Abuse. A point value ranging from zero (0) to forty (40) should be allocated for this section. This section looks to how the abuse impacted the Survivor Claimant, including the impact on the Survivor Claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the Abuse resulted in legal difficulties for the Survivor Claimant. Some of these considerations may include the following, non-exhaustive list of factors.

- i. The Survivor Claims Reviewer should consider, along with any and all other relevant factors, whether the abuse at issue manifested, or otherwise led the Survivor Claimant to experience, or engage in behaviors resulting from:
 - a. **Mental Health Issues:** This includes but is not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, nightmares, sleep issues, sleep disturbances, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, isolation, hollowness, regret, shame, isolation, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.
 - b. **Physical Health Issues:** This includes but is not limited to physical manifestations of emotional distress, gastrointestinal issues, headaches, high blood pressure, physical manifestations of anxiety, erectile dysfunction, heart palpitations, sexually-transmitted diseases, physical damage caused by acts of abuse, reproductive damage, self-cutting and other self-injurious behavior.
 - c. **Spiritual Wellbeing:** This includes but is not limited to loss of faith in God, loss of faith and trust in religion and spiritual distress.
 - d. **Interpersonal Relationships:** This includes but is not limited to problems with authority figures, hypervigilance, sexual problems, marital difficulties, problems with intimacy, lack of trust, isolation, betrayal, impaired relations, secrecy, social discreditation and isolation; damage to family relationships, and fear of children or parenting.
 - e. **Vocational Capacity:** This includes but is not limited to under- and un-employment, difficulty with authority figures, difficulty changing and maintaining employment, feeling of unworthiness or guilt related to financial success.
 - f. **Academic Capacity:** This includes but is not limited to school behavior problems.
 - g. **Legal Difficulties:** This includes but is not limited to criminal difficulties, bankruptcy, fraud.

C. Survivor Claimant Involvement. A point value ranging from zero (0) to ten (10) should be allocated for this section. The Survivor Claims Reviewer shall consider that all Survivor Claimants have benefited from the work and cost incurred by those Survivor Claimants who have previously asserted claims against the Diocese and have participated in the legal and factual development of claims against the Diocese.

The Survivor Claims Reviewer should consider factors including but not limited to whether the Survivor Claimant has filed a civil lawsuit relating to his or her abuse; whether the Survivor Claimant participated in a criminal case relating to his or her abuse; whether the Survivor Claimant and/or the Survivor Claimant's family has been subject to a deposition, mediation or interview; whether the Survivor Claimant has participated on the committee representing survivors; and whether the Survivor Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all Survivor Claimants.

D. Timing Multiplier. The Survivor Claims Reviewer shall apply a multiplier of 2.7 to a Survivor Claimant's point value if the Survivor Claimant establishes, by the preponderance of the evidence, in the sole discretion of the Survivor Claims Reviewer, that either (1) their Survivor Claim is not barred by Pennsylvania's applicable statute of limitations; or (2) their Survivor Claim is not barred by another jurisdiction's applicable statute of limitations and could be brought in such jurisdiction, provided, however, that in no event shall any Survivor Claimant receive a distribution of greater than \$650,000 as a result of this multiplier, provided further, however, that no Survivor Claimant who qualifies for this multiplier shall receive a distribution of less than \$650,000.

E. Additional Points for Exceptional Contributions to Global Settlement. The Survivor Claims Reviewer may award up to an additional twenty-five (25) points for a Survivor Claimant's exceptional contribution to the aggregate, global recovery of all Survivor Claimants in the case. The factors listed below may be considered by the Survivor Claims Reviewer in his judgment:

- i. Timing of abuse: e.g., whether abuse occurred or continued after the Diocese had notice of misconduct relevant to the abuse.
- ii. Timing of notice: e.g., whether the Survivor Claimant provided notice of his or her abuse prior to the Diocese's filing for bankruptcy.
- iii. Identity of the perpetrator: e.g., whether the abuse at issue was perpetrated by an individual known to the Diocese or previously disclosed to the Diocese.

The Survivor Claims Reviewer may also consider, and award points under this category for unlisted factors to the extent the Survivor Claims Reviewer believes such additional factors materially enhanced the Survivor Claimants' aggregate recovery in the Debtor's bankruptcy case.

Survivor Claimants and/or their personal attorneys may submit evidence and narrative support for their Claims under this category to the Survivor Claims Reviewer within ten (10) days after the Confirmation Date along with any other supplemental information provided to the Survivor Claims Reviewer under Section 3.3, above.

V. Additional Provisions.

A. Minimum Point Allocation.

Notwithstanding anything to the contrary in this Distribution Plan or the Plan, every holder of an allowed Survivor Claim shall receive a point allocation of at least 1, unless the Survivor Claim is disallowed in its entirety by an order of the Bankruptcy Court or a decision by the Survivor Claims Reviewer for any reason other than it is barred by the applicable statute of limitations or was otherwise filed after the deadline for filing proofs of claim.

B. Minimum Distribution. Notwithstanding anything to the contrary herein or in the Plan, every holder of an allowed Survivor Claim, excluding Unknown Survivor Claims, shall receive a distribution of at least \$50,000, unless the Survivor Claim is disallowed in its entirety by an Order of the Bankruptcy Court or a decision by the Survivor Claims Reviewer.

EXHIBIT J
OTHER INSURED ENTITIES

None specifically identified.

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

HARRISBURG DIVISION

In re:

ROMAN CATHOLIC DIOCESE OF
HARRISBURG,

Debtor.¹

Chapter 11

Case No. 1:20-bk-00599 (HWV)

**AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR
THE ROMAN CATHOLIC DIOCESE OF HARRISBURG**

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Dated: ~~November 18~~ December 1, 2022

¹ The last four digits of the Debtor's federal tax identification number are 4791. The Debtor's principal place of business is located at 4800 Union Deposit Road, Harrisburg, Pennsylvania 17111.

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INTRODUCTION

The Roman Catholic Diocese of Harrisburg, the debtor and debtor in possession in the above-captioned Chapter 11 case, and the Official Committee of Tort Claimants jointly propose this Chapter 11 Plan of Reorganization (the “*Plan*”) pursuant to the provisions of the Bankruptcy Code.

All creditors are encouraged to consult the Disclosure Statement, as defined below, before voting to accept or reject this Plan. Among other information, the Disclosure Statement contains discussions regarding the Roman Catholic Diocese of Harrisburg, events prior to and during this Chapter 11 Case, and a summary and analysis of the Plan. No solicitation materials, other than the Disclosure Statement, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

ARTICLE I DEFINITIONS

1.1 Defined Terms.

For the purposes of the Plan, except as expressly provided, all capitalized terms not otherwise defined in this Plan have the meanings ascribed to them below:

(1) **“Abuse”** means any: (a) actual, alleged, or threatened sexual conduct, misbehavior, misconduct, abuse, or molestation, including **“Sexual Abuse”** as defined in 11 U.S.C. § 541(c)(2)(B) and (c)(2)(C); (b) any act or omission by the Debtor or any insider of the Debtor that results in a transfer of an asset of the Debtor to a creditor of the Debtor; or (c) any act or omission by the Debtor or any insider of the Debtor that results in a transfer of an asset of the Debtor to a creditor of the Debtor.

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

(3) **“Administrative Expense”** means an unpaid administrative expense of the kind described in sections 503(b) and 507(a)(2) of the Bankruptcy Code against the Debtor, including (a) the actual, necessary costs and expenses of preserving the Estate of the Debtor, including wages, salaries, or commissions for services rendered after the commencement of the Chapter 11 Case, (b) compensation and reimbursement of expenses of professionals to the extent allowable under sections 327, 328, 330(a), 331, 503(b), and/or 1103 of the Bankruptcy Code and actually Allowed pursuant to a Final Order of the Bankruptcy Court, and (c) all Statutory Fees and Court Costs.

(4) **“Administrative Expense Claims Bar Date”** means the deadline for filing requests for payment of Administrative Expense Claims, which: (a) with respect to General Administrative Expense Claims shall be thirty (30) days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be forty-five (45) days after the Effective Date.

(5) **“Affiliate”** means any past, present, or future Person that controls, is controlled by, or is under control with, another Person, including parents, subsidiaries, merged Persons, holding Persons, and acquired Persons, or any predecessor to such Person.

(6) **“Agent”** means any past and present employee; officer; director; managing agent or other agent; shareholder; principal; teacher; staff; member; board member; administrator; priest; deacon; brother, sister, nun, or other member of a religious order; clergy; Person bound by a monastic vow; volunteer; attorney; claim handling administrator; and representatives of a Person, in each case in their capacities as such.

(7) **“Allowed”** means: (a) a Claim that has been scheduled by the Debtor in its Schedules as other than disputed, contingent, or unliquidated and as to which the Debtor or any other party in interest has not filed an objection; (b) a Claim that either is not a Disputed Claim or has been allowed by a Final Order; (c) a Claim that is determined by the Debtor to be allowed; (d) a Claim that is allowed in a stipulation or settlement executed prior to or after the Effective Date; (e) a Claim relating to a rejected executory contract or unexpired lease that is not a Disputed Claim or has been allowed by a Final Order, only if a Proof of Claim has been timely

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filed; (f) a Claim as to which a Proof of Claim has been timely filed and as to which the Debtor or any party in interest has not filed an objection; or (g) a Survivor Claim assessed by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan and determined to be entitled to a Trust Distribution; and with respect to all Claims, only after reduction for applicable setoff and similar rights of the Debtor.

(8) “**Approval Order**” means an order of the Bankruptcy Court, approving one or more Insurance Settlement Agreements.

(9) “**Assumed Agreement**” means a contract, lease, or other agreement listed on **Exhibit E**.

(10) “**Avoidance Action**” means any claim, cause of action, or right to property of the Debtor or the bankruptcy Estate under sections 544, 545, 547, 548, 549, 550, or 551 of the Bankruptcy Code.

(11) “**Bankruptcy Code**” or “**Code**” means title 11 of the United States Code.

(12) “**Bankruptcy Court**” means the United States Bankruptcy Court for the Middle District of Pennsylvania, or such other court of competent jurisdiction that properly exercises jurisdiction over part or all of the Chapter 11 Case, to the extent that the reference of part or all of the Chapter 11 Case is withdrawn.

(13) “**Bankruptcy Rule**” or “**Rule**” means a Federal Rule of Bankruptcy Procedure.

(14) “**Bishop**” means the Bishop of the Diocese, Most Reverend Ronald W. Gainer, and his predecessors and successors.

(15) “**Business Day**” means any day, other than a Saturday, Sunday, or “legal holiday,” in the United States or the United Kingdom.

(16) “**Cash**” means legal tender of the United States of America and equivalents thereof.

(17) “**Causes of Action**” means, except as provided otherwise in the Plan, the Confirmation Order, or any document, instrument, release, or other agreement entered into in connection with the Plan, all Claims of the Debtor or its Estate, or the Trust (as successor to the Debtor or its Estate including any action brought pursuant to sections 541–45, 547–51, and 553 of the Bankruptcy Code), whether or not pending on the Effective Date, or instituted by the Reorganized Debtor after the Effective Date; *provided, however*, that any affirmative defense or cross-claim asserted with respect to a Claim shall not be deemed a Cause of Action to the extent that it seeks to disallow or reduce, or is offset against, such Claim.

(18) “**Channeled Claim**” means any of the following Claims which shall be channeled to the Trust and have been or may be asserted against any of the Protected Parties or the Settling Insurers, ~~all of which shall be channeled to the Trust to the extent that such Claim, directly or indirectly, relates to the same injury, damages, facts or circumstances giving rise to a Survivor Claim~~, including each and every: (a) Survivor Claim; (b) Indirect Claim; (c) Direct Action

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Claim; (d) Contribution Claims; (e) Medicare Claims; and (f) Extra-Contractual Claims relating to the Claims listed in subsections (a)–(e) of this sentence; provided, however, that “**Channeled Claims**” shall not include: (i) a Claim against an individual who perpetrated an act of Abuse; or (ii) a Claim against any religious order, diocese (other than the Debtor), or archdiocese.

(19) “**Channeling Injunction**” is the injunction contained in **Section 12.3** of this Plan.

(20) “**Chapter 11 Case**” means Debtor’s pending case under the Bankruptcy Code, enumerated in the caption at the top of this Plan.

(21) “**Child Protection Protocols**” means the document entitled “Child Protection Protocols” and the related documents included as **Exhibit H**.

(22) “**Claim**” (a) has the meaning ascribed in section 101(5) of the Bankruptcy Code; and also means any past, present or (to the extent it arises prior to the Effective Date) future (b) claim, Action, Cause of Action, suit, debt, dues, sum of money, account, reckonings, bond, bill, specialty, assertion of right, complaint, cross-complaint, counterclaim, liability, obligation, right, request, allegation, mediation, litigation, direct action, administrative proceeding, lien, encumbrance, indemnity, equitable indemnity, right of subrogation, equitable subrogation, defense, injunctive relief, controversy, contribution, exoneration, covenant, agreement, promise, act, omission, trespass, variance, damages, judgment, compensation, set-off, reimbursement, restitution, cost, expense, loss, exposure, execution, attorneys’ fee, obligation, order, affirmative defense, writ, demand, inquiry, request, directive, obligation, Proof of Claim in a bankruptcy proceeding or submitted to a trust established pursuant to the Bankruptcy Code, government claim or Action, settlement, and/or any liability whatsoever, known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct, indirect, derivative or otherwise consequential, whether in law, equity, admiralty or otherwise, whether compromised, settled or reduced to a consent judgment, that may exist now or hereinafter for property damages, compensatory damages (such as loss of consortium, wrongful death, survivorship, proximate, consequential, general and special damages), punitive damages, bodily injury, personal injury, public and private claims, or any other right to relief whether sounding in tort, contract, extra-contractual or bad faith, statute, strict liability, equity, nuisance, trespass, statutory violation, wrongful entry or eviction or other eviction or other invasion of the right of private occupancy, and any amounts paid in respect of any judgment, order, decree, settlement, contract, or otherwise.

(23) “**Claimant**” means any Person who alleges or alleged any Claim.

(24) “**Claim Filing Deadline**” means November 13, 2020.

(25) “**Class**” means a category of holders of Claims as set forth in Article III in this Plan and under section 1122(a) of the Bankruptcy Code.

(26) “**Class 4 Claim**” means a Known Survivor Claim.

(27) “**Class 4 Claimant**” means the holder of a Class 4 Claim.

- (28) “**Class 5 Claim**” means an Unknown Survivor Claim.
- (29) “**Class 5 Claimant**” means the holder of a Class 5 Claim.
- (30) “**Class 6 Claim**” means a Late-Filed Survivor Claim.
- (31) “**Class 6 Claimant**” means the holder of a Class 6 Claim.
- (32) “**Class 7 Claim**” means a Non-Survivor Litigation Claim.
- (33) “**Class 7 Claimant**” means the holder of a Class 7 Claim.
- (34) “**Class 8 Claim**” means a Pension Plan Note Claim.
- (35) “**Class 8 Claimant**” means the holder of a Class 8 Claim.
- (36) “**Class 9 Claim**” means a Parish Claim or School Claim, as applicable.
- (37) “**Class 9 Claimant**” means the holder of a Class 9 Claim.
- (38) “**Committee**” means the Official Committee of Tort Claimants appointed in this Chapter 11 Case, as such committee may be constituted from time to time.
- (39) “**Compensation and Benefits Programs**” means all employment agreements and policies, and all employment, compensation, and benefit plans, policies, savings plans, retirement plans, deferred compensation plans, supplemental executive retirement plans, healthcare plans, disability plans, severance benefit agreements, plans or policies, incentive plans, life and accidental death and dismemberment insurance plans, and programs of the Debtor, and all amendments and modifications to the foregoing, applicable to the Debtor’s employees, former employees, retirees, and non-employee directors, and the employees, retirees, and non-employee directors of the Parishes, Schools, and Related Non-Debtor Entities.
- (40) “**Confirmation Date**” means the date on which the Bankruptcy Court enters the Confirmation Order.
- (41) “**Confirmation Order**” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which becomes a Final Order.
- (42) “**Contribution Claim**” means all Claims, most commonly expressed in terms of contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, by an Insurer against any Settling Insurer for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of a Survivor Claim against a Protected Party to the extent that such Claim, directly or indirectly, relates to the same injury, damages, facts or circumstances giving rise to a Survivor Claim (including an Unknown Survivor Claim); provided, however, “**Contribution Claims**” do not include any Claim for contribution, indemnity, equitable indemnity,

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subrogation, equitable subrogation, or reimbursement, or any other indirect or derivative recovery, that a Settling Insurer might have arising from the payment of any amounts under an Insurance Settlement Agreement.

(43) “**Coverage Claim**” means any Claim against an Insurer under or relating to an Insurance Policy, or the rights and obligations thereunder, or the breach thereof, including Claims seeking insurance coverage.

(44) “**Covered Non-Survivor Claim**” means any Claim which is allegedly entitled to coverage or benefits under an Insurance Policy and is not a Channeled Claim.

(45) “**Creditor**” means a Person entitled to distributions under the Plan whether or not their Claim has been disallowed.

(46) “**Cure Amount**” means a Claim based upon the Debtor’s monetary defaults under an executory contract or unexpired lease that is to be paid in connection with the assumption of such contract or lease under section 365 of the Bankruptcy Code in the amount set forth on Exhibit E.

(47) “**Debtor**” means the Roman Catholic Diocese of Harrisburg, the debtor and debtor in possession in this Chapter 11 Case.

(48) “**Diocese**” means the territorial area decreed by the Roman Catholic Church as the “Diocese of Harrisburg” encompassing fifteen counties in central Pennsylvania.

(49) “**Direct Action Claim**” means the same as Survivor Claim, except that it is asserted against a Settling Insurer, instead of a Protected Party or the Trust, for the recovery of insurance proceeds.

(50) “**Disallowed Claim**” 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, Final Order, or other applicable law, except any Unknown Survivor Claim or Late Filed Claim; (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; or (d) a Survivor Claim assessed by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan and determined to not be entitled to a Trust Distribution.

(51) “**Discharge**” shall mean the complete extinguishment of the Debtor’s liability in respect to any Claim or debt as and to the extent further described in Section 12.2 of the Plan.

(52) “**Discharge Injunction**” means the injunction set forth in Section 12.2.2 of the Plan.

(53) “**Disclosure Statement**” means the Disclosure Statement for this Plan, as may be further revised, modified, or amended.

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(54) **“Disputed Claim”** means, with respect to a Claim against the Debtor or property of the Debtor: (a) a Claim that was scheduled by the Debtor in its Schedules as a disputed, contingent, or unliquidated claim and that has not been otherwise Allowed; (b) a Claim that is not an Allowed Claim because the Debtor has objected to allowance of the claim under sections 502(b) or 503 of the Bankruptcy Code and Bankruptcy Rule 3007; (c) any secured or unsecured portions of a secured Claim that is the subject of a motion for determination of the value of security under section 506(a) of the Bankruptcy Code and Bankruptcy Rule 3012; (d) any Claim held by a Creditor against which the Debtor has demanded the recovery of property pursuant to section 502(d) of the Bankruptcy Code, without regard to whether such Claim was previously an Allowed Claim;. The processes for handling “Disputed Claims” does not apply to Class 4 Claims, Class 5 Claims, or Class 6 Claims, which shall be handled pursuant to and in accordance with Article V of this Plan

(55) **“District Court”** means the United States District Court for the Middle District of Pennsylvania.

(56) **“Effective Date”** means the day on which the conditions of Section 11.1 of this Plan have been satisfied.

(57) **“Employee Priority Claim”** means a claim held by an employee that is entitled to priority under section 507(a)(4) or (5) of the Bankruptcy Code.

(58) **“Estate”** means the estate created for the Debtor in this Chapter 11 Case under sections 301 and 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

(59) **“Exculpated Parties”** means collectively: (a) the Protected Parties; (b) the Estate; (c) the Unknown Claimants’ Representative; (d) the Committee; (e) the respective Agents of the Protected Parties and Estate in their capacities as such, including with respect to their service or participation in an outside board on which they serve at the request of the Debtor or the Bishop, in their capacity as such; (f) the Settling Insurers ~~with respect to their Settling Insurer Policies;~~ and (g) professionals of a Person identified in the preceding clauses (a) through (f).

(60) **“Extra-Contractual Claim”** means any Claim against any Insurer seeking any type of relief in connection with the alleged obligations of the Insurers to the Protected Parties before the Effective Date other than coverage or benefits under the Insurance Policies, including Claims for compensatory, exemplary, or punitive damages, or attorneys’ fees, interests, costs or any other type of relief, alleging with respect to (i) any Insurance Policy; (ii) any Claim allegedly or actually covered under an Insurance Policy; or (iii) the conduct of an Insurer with respect to (i) or (ii) any of the following: (a) bad faith; (b) failure to provide insurance coverage under any Insurance Policy; (c) failure or refusal to compromise and settle any Claim insured under any Insurance Policy; (d) failure to act in good faith; (e) violation of any covenant or duty of good faith and fair dealing; (f) violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; (g) violation of any unfair claims practices act or similar statute, regulation or code; (h) any type of misconduct; or (i) any other act or omission of any type for which the Claimant seeks relief other than coverage or benefits under an Insurance Policy. Extra-Contractual Claims include all Claims relating to the Insurers’ (x) handling of any Coverage Claim under the Insurance Policies, (y) conduct relating to the negotiation of Insurance
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Settlement Agreements and the Plan, and (z) conduct relating to the settlement of any Coverage Claim.

(61) “**Filing Date**” means February 19, 2020.

(62) “**Final Decree**” means the decree contemplated under Bankruptcy Rule 3022.

(63) “**Final Order**” means an order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) that has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion pursuant to section 502(j) or 1144 of the Bankruptcy Code or 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 shall not cause such order to not be a Final Order.

(64) “**General Administrative Expense Claim**” means an Administrative Expense Claim other than a Professional Fee Claim or a Claim for Statutory Fees and Court Costs.

(65) “**General Unsecured Claim**” means an unsecured Claim against the Debtor, but which is not an Administrative Expense Claim, a Priority Tax Claim, an Employee Priority Claim, a Claim entitled to priority under section 507(a) of the Bankruptcy Code, a Survivor Claim, an Indirect Claim, a Contribution Claim, or a Non-Survivor Litigation Claim.

(66) “**Impaired**” means “impaired” within the meaning of section 1124 of the Bankruptcy Code. “Impair” and “impairment” shall have correlative meanings.

(67) “**Indirect Claim**” means any Claim asserted against a Protected Party or a Settling Insurer, by any other Person that is not an Insurer (an “**Indirect Claim Claimant**”), for contribution, indemnity, equitable indemnity, subrogation, equitable subrogation, reimbursement, or any other indirect or derivative recovery, on account of, or with respect to, any Protected Party’s actual or alleged liability for any Claim against such Indirect Claim Claimant [relating that relates](#) to Abuse [that took place in whole or in part prior to the Effective Date](#).

(68) “**Insurance Coverage Adversary Proceeding**” means the adversary proceeding commenced by the Debtor before the Bankruptcy Court on February 19, 2020, captioned as *Roman Catholic Diocese of Harrisburg v. The Travelers Companies, Inc., et al.*, case no. 1:20-ap-00018.

(69) “**Insurance Policy**” means any known or unknown contract, binder, certificate, or policy of insurance or certificate of liability coverage that any Insurer issued, subscribed any [4875-7102-9529.84870-2014-6244.2](#)

interest in, or has underwritten any risk in, in effect on or before the Effective Date, that were issued to, allegedly issued to, or for the benefit of, or that otherwise actually, allegedly or potentially insure the Debtor, a Parish, a School, or a Related Non-Debtor Entity, or any of their respective predecessors in interest, successors, or assigns, with respect to any Survivor Claim. With respect to any policy of insurance or certificate of insurance issued by The National Catholic Risk Retention Group (“TNCRRG”) or Catholic Mutual Relief Society of America (“Catholic Mutual”), “Insurance Policy” means policies or certificates issued to the Debtor listed on Exhibit B with respect to the extent coverages coverage for Survivor Claims under such policies or certificates ~~are, as amended,~~ released ~~by any and/or exhausted pursuant to the~~ respective Insurance Settlement Agreement Agreements between TNCRRG and/or Catholic Mutual and the Protected Parties.

(70) “**Insurance Settlement Agreement**” means a settlement agreement among the Debtor, other Protected Parties, and applicable Settling Insurer, which is listed on Exhibit G.

(71) “**Insurance Settlement Amount**” means the funds payable by a Settling Insurer pursuant to an Insurance Settlement Agreement.

(72) “**Insurer**” means a Person (including all of its predecessors in interest, successors and assigns) that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in, an Insurance Policy, whether or not a regulated insurance company.

(73) “**Interest**” means all Claims, including any “interests” as that term is used in section 363 of the Bankruptcy Code, and other rights of any nature, whether at law or in equity, including all interests or other rights under Pennsylvania or other applicable law.

(74) “**Joint Tortfeasor**” means any Person alleged to be a joint tortfeasor with any Protected Party in connection with the Abuse relating to a Survivor Claim.

(75) “**Known Survivor Claim**” means a Survivor Claim for which a Survivor Claimant filed a Proof of Claim on or before the Claim Filing Deadline.

(76) “**Late-Filed Survivor Claim**” means a Survivor Claim for which a Survivor Claimant filed a Proof of Claim after the Claim Filing Deadline and before the Effective Date.

(77) “**Lien**” means any “lien” as defined in section 101(37) of the Bankruptcy Code.

(78) “**Medicare Claims**” means any and all Claims against the Trust, any Settling Insurer, or any Protected Party, brought or asserted by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, relating to any payments in respect of any Survivor Claims, including Claims for reimbursement of payments made to Survivor Claimants, who recover or receive any distribution from the Trust, and Claims relating to reporting obligations.

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(79) “**MMSEA**” ~~is~~ **§ 161** “Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173),” which imposes reporting obligations on those Persons with payment obligations under the MSPA.

(80) “**MSPA**” ~~is~~ **§ 161**

(81) “**Non-Survivor Litigation Claim**” means a Claim other than a Survivor Claim, on account of which a Proof of Claim was timely filed, and for which a civil action had been commenced on or before the Filing Date.

(82) “**Other Insured Entities**” means those Persons on Exhibit J that are, or allegedly are, insured or covered, under a Settling Insurer Policy issued to the Debtor, but does not include the Debtor, Parishes, Schools, or Related Non-Debtor Entities. A Person is an Other Insured Entity only to the extent such Person is insured under a Settling Insurer Policy issued to the Debtor, provided, however, an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not an Other Insured Entity.

(83) “**Other Priority Claim**” means any Claim against the Debtor that is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than Administrative Expense Claims, Professional Fee Claims, Statutory Fees and Court Costs, and Priority Tax Claims.

(84) “**Other Secured Claim**” means any Secured Claim against the Debtor.

(85) “**Parish**” means all past and present parishes within the Diocese, including those identified on **Exhibit A**.

(86) “**Parish Claim**” means every Claim held by a Parish or School against the Debtor as of the Filing Date, including Claims based upon (a) reimbursement for overpayments to the self-insurance fund maintained by the Debtor, (b) reimbursement for overpayments to the group insurance fund maintained by the Debtor, (c) indemnification and contribution relating to Survivor Claims, (d) the Debtor’s use of donations received as part of its annual appeal for donations, and (e) the Debtor’s use of funds held in trust.

(87) “**Pension Plan Note**” means that certain Loan Acknowledgment, dated July 1, 2019.

(88) “**Pension Plan Note Claim**” means Claims against the Debtor relating to the Pension Plan Note.

(89) “**Person**” means any individual or entity, including any corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, estate, trust, trustee, personal executor or personal representative, unincorporated association, or other entity, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof and any other individual or entity within the definition of (i) “person” in

Section 101(41) of the Bankruptcy Code; or (ii) “entity” in Section 101(15) of the Bankruptcy Code.

(90) “**Plan**” means this Chapter 11 Plan of Reorganization, as it may be revised, modified, or amended.

(91) “**Plan Distribution**” means a payment or distribution to holders of Allowed Claims, holders of Interests, or other eligible Persons under the Plan. For the avoidance of doubt, Plan Distributions shall not include Trust Distributions.

(92) “**Plan Documents**” means the Plan, Trust Agreement, and Trust Distribution Plan, and all agreements, instruments, exhibits, and other documents filed in connection with the Plan by the Plan Proponents or the Reorganized Debtor.

(93) “**Plan Proponents**” means, collectively, the Debtor and Committee.

(94) “**Priest Pension Plan**” means the Diocese of Harrisburg Priest Pension Plan, as in effect July 1, 1981.

(95) “**Priority Tax Claim**” means a Claim that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

(96) “**Professional**” means any Person retained by the Debtor or a statutory committee, if any, pursuant to a Final Order of the Bankruptcy Court entered under sections 327, 328, 363 and/or 1103 of the Bankruptcy Code.

(97) “**Professional Fee Claim**” means any Claim of a Professional for allowance and award by the Bankruptcy Court of compensation for services rendered and/or reimbursement of costs or expenses incurred in the Chapter 11 Case for the period from the Filing Date to and including the Effective Date under sections 328, 330, 331 and/or 503(b) of the Bankruptcy Code.

(98) “**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 of the Bankruptcy Court, together with supporting documents.

(99) “**Protected Party**” or “**Protected Parties**” means any or all of (a) the Debtor and Reorganized Debtor; (b) the Parishes; (c) the Schools; (d) Related Non-Debtor Entities; (e) each of the foregoing Persons’ respective predecessors in interest, successors, and assigns; and (f) solely to the extent of and in their capacity as such, any and all the foregoing Persons’ respective past and present Agents. Nothing in the foregoing is intended to suggest that such Persons are Agents of the Debtor or subject to its control. For the avoidance of doubt, the following are not Protected Parties: (i) an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim; or (ii) any religious order, archdiocese, or diocese, other than the Debtor.

(100) “**Record Date**” means the last date on which a Claim transfer will be recognized. The Record Date is the Confirmation Date.

(101) **“Redacted Information”** means names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the Survivor Claimants, and the names of the guardians, conservators, and/or other personal representatives, as applicable.

(102) **“Reinstatement”** means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the holder of such Claim or Interest or (b) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default: (i) curing any such default that occurred before or after the Filing Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (iii) compensating the holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; (iv) if such Claim or Interest arises from any failure to perform a nonmonetary obligation, compensating the holder of such Claim or Interest (other than the Debtor or an “insider” of the Debtor within the meaning of section 101(31) of the Bankruptcy Code) for any actual pecuniary loss incurred by such holder as the result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Interest entitles the holder thereof. “Reinstate” and “Reinstated” shall have correlative meanings.

(103) **“Related Non-Debtor Entities”** means the Persons listed on Exhibit A that are not Schools, Parishes, or Other Insured Entities.

(104) **“Released Claims”** means all Claims released by the Protected Parties pursuant to the Insurance Settlement Agreements.

(105) **“Reorganized Debtor”** means the Debtor, from and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to “the Debtor” and “the Reorganized Debtor” throughout various provisions of the Plan are an effort to anticipate whether an event may occur before or after the Effective Date. In this regard, and generally for purposes of the Plan, any written agreement made by the Debtor as part of the Plan before the Effective Date (unless provided otherwise) will survive the Confirmation Date and the Effective Date and will bind the Reorganized Debtor and every other party to such agreement (including the provisions of the Plan as confirmed).

(106) **“Retained Claims”** means the Debtor’s Claims, including all Causes of Action, that are not otherwise settled pursuant to the Plan or agreements approved by the Bankruptcy Court on or prior to the Effective Date, any rights or Claims of the Debtor for indemnification, contribution, or fault allocation, and other Claims of the Debtor against any Person on account of any Claims, which are or may be asserted against the Debtor. Retained Claims do not include any Claims transferred or assigned to the Trust and expressly exclude any Claims against any Person released by the Debtor under the Plan or the Insurance Settlement Agreements.

(107) “**Schedules**” means the Debtor’s schedules of assets and liabilities and the statement of financial affairs on file with the Clerk of the Bankruptcy Court, as amended or modified in accordance with Bankruptcy Rule 1009.

(108) “**School**” means all past and present Catholic schools within the Diocese, including those identified on **Exhibit A**.

(109) “**School Claim**” means every Claim held by a School against the Debtor as of the Filing Date, including Claims based upon (a) reimbursement for overpayments to the self-insurance fund maintained by the Debtor; (b) reimbursement for overpayments to the group insurance fund maintained by the Debtor; (c) indemnification and contribution relating to Survivor Claims; (d) coverage under a Settling Insurer Policy; (e) the Debtor’s use of donations received as part of its annual appeal for donations; and (f) the Debtor’s use of funds held in trust.

(110) “**Secured**” means, with respect to any Claim, a Claim to the extent (a) secured by a Lien on property of a Debtor’s Estate (i) as set forth in the Plan; (ii) as agreed to by the holder of such Claim and the Debtors; or (iii) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code, but, with respect to both of the foregoing clauses (a) and (b), only to the extent of the value of the interest of such holder in the Estate’s interest in the property securing such Claim or the amount subject to setoff, as applicable.

(111) “**Settling Insurer Policy(ies)**” means, collectively: (a) all Insurance Policies that are the subject of the Insurance Settlement Agreements with the Settling Insurers; and (b) except with respect to any Insurance Policies issued by TNCRRG or Catholic Mutual, all known and unknown Insurance Policies to the extent a Settling Insurer issued, subscribed in any interest in, assumed any liability for, or has underwritten any risk in, such Insurance Policy; provided, however, that if a Settling Insurer Policy that is not listed in any exhibit or attachment of any Insurance Settlement Agreement was not subscribed on behalf of the Debtor but provides coverage to the Debtor, a Parish, a School, or a Related Non-Debtor Entity, then it is a Settling Insurer Policy to the extent it insures the Debtor, a Parish, a School, or a Related Non-Debtor Entity, but not to the extent it insures any other Person. With respect to any policy or certificate of insurance issued by TNCRRG or Catholic Mutual, “**Settling Insurer Policies**” means policies or certificates issued to the Debtor listed on **Exhibit B** with respect to the extent coverages coverage for Survivor Claims under such policies or certificates ~~are, as amended,~~ released by any and/or exhausted pursuant to the respective Insurance Settlement ~~Agreement~~ Agreements between TNCRRG and/or Catholic Mutual and the Protected Parties.

(112) “**Settling Insurers**” means the Persons listed on **Exhibit B**, in their capacity as Insurers, whose Insurance Settlement Agreements are approved by Approval Orders that become Final Orders. Solely in connection with insurance under any Settling Insurer Policies, Settling Insurers also includes each of their past, present and future parents, subsidiaries, affiliates, divisions, reinsurers, and retrocessionaires, including Persons released pursuant to the Insurance Settlement Agreements; each of the foregoing Persons’ respective past, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, including the Persons released pursuant to the respective Insurance

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Settlement Agreements; each of the foregoing Persons' respective past, present and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and Claims handling administrators; and each of the foregoing Persons' respective predecessors, successors, assignors and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them, except to the extent, if any, such Person's actual or alleged rights, duties, obligations, or liabilities arise out of or relate to their status as, or conduct, acts or omissions on behalf of a Person that is not listed as Settling Insurer on **Exhibit B**.

(113) **“Statutory Fees and Court Costs”** ~~and **Exhibit C**~~

(114) **“Supplemental Settling Insurer Injunction”** is the injunction contained in **Section 12.4** of this Plan.

(115) **“Survivor Claim”** means any Claim, allowed or disallowed, for which any of the Protected Parties is allegedly or may be liable, relating to, in whole or in part, directly or indirectly, ~~to~~ Abuse that took place in whole or in part prior to the Effective Date. For the avoidance of doubt, Survivor Claim includes any Known Survivor Claim, Unknown Survivor Claim, and Late-Filed Survivor Claim, regardless of whether such Survivor Claim is barred by any applicable statute of limitations as of the Filing Date or Effective Date, but does not include Contribution Claims, Indirect Claims, or Medicare Claims.

(116) **“Survivor Claimant”** means the holder of a Survivor Claim.

(117) **“Survivor Claimant Release”** means the release attached hereto as **Exhibit D**.

(118) **“Survivor Claims Reviewer”** means the person or entity, including the designee of such person or entity, who will assess Survivor Claims under the Trust Distribution Plan.

(119) **“Trust”** means the trust created for the benefit of Survivor Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

(120) **“Trust Agreement”** or **“Trust Documents”** shall mean the trust agreement establishing the Trust, as may be amended, together with such additional documents as may be executed in connection with the Trust Agreement.

(121) **“Trust Assets”** means all property funded to the Trust pursuant to Section 4.2 of the Plan.

(122) **“Trust Distribution”** means distributions by the Trust, pursuant to the Trust Distribution Plan, and pursuant to Section 3.2.4, Section 3.2.5, Section 3.2.6, Article IV, and Article V of the Plan, and to the Confirmation Order. For the avoidance of doubt, Trust Distributions do not include Plan Distributions.

(123) **“Trust Distribution Plan”** means the Trust Distribution Plan established under the Trust Agreement and attached to this Plan as **Exhibit I**, which governs the payment of Trust Distributions.

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(124) “**Trustee**” means the Person appointed as Trustee of the Trust in accordance with the terms of the Plan, the Confirmation Order, and the Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order, and the Trust Agreement.

(125) “**Unimpaired**” means any Claim or Interest that is not Impaired, including any Claim or Interest that is Reinstated.

(126) “**United States Trustee**” means the Office of the United States Trustee for Region 3, which includes the Middle District of Pennsylvania.

(127) “**Unknown Claimants’ Representative**” means the Hon. Michael R. Hogan, the legal representative for holders of Unknown Survivor Claims, or any successor appointed by the Bankruptcy Court.

(128) “**Unknown Survivor Claim**” means any Survivor Claim ~~alleging Abuse~~relating to, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Effective Date, but neither filed nor deemed filed in the Chapter 11 Case, nor otherwise allowed by the Court by the Effective Date, and is held by an individual who was at the time of the Filing Date under a disability or other condition recognized by Pennsylvania law, or other applicable law suspending the running of the statute of limitation period, that would toll the statute of limitations on such Survivor Claim.

(129) “**Unknown Survivor Claims Reserve**” shall have the meaning set forth in Section 4.2.4.

(130) “**Workers’ Compensation Programs**” means the written contracts, agreements, agreements of indemnity, self-insured bonds, policies, programs, and plans for workers’ compensation and workers’ compensation insurance issued to or entered into at any time by the Debtor.

1.2 Interpretation.

For purposes of the Plan:

(1) any term that is not defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable;

(2) the terms “including” or “include(s)” are intended to be illustrative and not exhaustive, and shall be construed as “including, but not limited to” or “includes, but is not limited to”;

(3) the phrase “relating to” or “relates to” means “with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with”;

(4) whenever the context requires, terms shall include the plural as well as the singular number, and the masculine gender shall include the feminine and the feminine gender shall include the masculine;

(5) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply;

(6) unless the context should otherwise require, all references to documents to be filed shall refer to filing with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules;

(7) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(8) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit, as it may have been or may be amended, modified or supplemented;

(9) unless otherwise specified, all references in the Plan to “Articles,” “Sections,” “Schedules” and “Exhibits” are references to Articles, Sections, Schedules, and Exhibits of or to the Plan;

(10) the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan;

(11) captions and headings to Articles and Sections are inserted for ease of reference only and shall not be considered a part of the Plan or otherwise affect the interpretation of the Plan; and

(12) the Plan supersedes all prior drafts of the Plan, and all prior negotiations, agreements, and understandings with respect to the Plan, evidence of which shall not affect the interpretation of any provision of the Plan.

1.3 Time Periods.

In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. Enlargement of any period of time prescribed or allowed by the Plan shall be governed by the provisions of Bankruptcy Rule 9006(b).

1.4 Exhibits.

All Exhibits to the Plan and any other supplemental documents filed by the Debtor (collectively, with the Plan, the “**Plan Documents**”) are hereby incorporated by reference and made part of the Plan as if set forth fully herein. The Exhibits to the Plan include the following:

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Exhibit A	Parishes, Schools, and Related Non-Debtor Entities
Exhibit B	Settling Insurers
Exhibit C	Trust Agreement
Exhibit D	Survivor Claimant Release
Exhibit E	Assumed Agreements and Cure Amount Claims
Exhibit F	Officers and Directors of Reorganized Debtor
Exhibit G	Insurance Settlement Agreements
Exhibit H	Child Protection Protocols
Exhibit I	Trust Distribution Plan
Exhibit J	Other Insured Entities

ARTICLE II
ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, Statutory Fees and Court Costs, and Priority Tax Claims have not been classified and thus are excluded from the foregoing classes of Claims set forth herein. Allowed Claims that are unclassified will be treated as follows:

2.1 Administrative Expense Claims.

2.1.1. *Administrative Expense Claims Bar Date.*

Except as provided for herein or in an order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, holders of General Administrative Expense Claims must file and serve on the Debtor requests for the payment of such Claims not previously Allowed by a Final Order in accordance with the procedures specified in the Confirmation Order, on or before the Administrative Expense Claims Bar Date, or such Claims shall be automatically considered Disallowed Claims, forever barred from assertion, and unenforceable against the Debtor or the Reorganized Debtor, the Estate, or their property without the need for any objection by the Reorganized Debtor or further notice to, or action, order, or approval of the Bankruptcy Court, and any such Claims shall be deemed fully satisfied, released, and discharged.

As further described below, holders of Administrative Expense Claims based on liabilities incurred by the Debtor in the ordinary course of its business shall not be required to file or serve any request for payment of such Administrative Expense Claims. Such Administrative Expense Claims shall be satisfied pursuant to Section 2.1.3.

2.1.2. *Administrative Expense Claims Generally.*

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment with respect to such Allowed Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim shall receive, on account of and in full and complete settlement, release and discharge of, and in exchange for, such Claim, payment of Cash in an amount equal to such Allowed Administrative Expense Claim on or as soon as reasonably practicable after the later of: (a) the Effective Date; (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed

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Administrative Expense Claim; (c) such other date(s) as such holder and the Debtor or the Reorganized Debtor shall have agreed; or (d) such other date ordered by the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims that arise in the ordinary course of the Debtor's operations during the Chapter 11 Case may be paid by the Debtor or the Reorganized Debtor in the ordinary course of business and in accordance with the terms and conditions of the particular agreements governing such obligations, course of dealing, course of operations, or customary practice.

2.1.3. Ordinary Course Liabilities.

Allowed Administrative Expense Claims based on liabilities incurred by the Debtor in the ordinary course of its business shall be satisfied by the Reorganized Debtor pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Expense Claims, without any further action by the holders of such Administrative Expense Claims or further approval of the Bankruptcy Court.

2.1.4. Professional Fee Claims.

All Professionals or other Persons requesting the final allowance and payment of compensation and/or reimbursement of expenses pursuant to sections 328, 330, 331 and/or 503(b) of the Bankruptcy Code for services rendered during the period from the Filing Date to and including the Effective Date shall file and serve final applications for allowance and payment of Professional Fee Claims on counsel to the Debtor and the United States Trustee no later than the first Business Day that is forty-five (45) days after the Effective Date. Objections to any Professional Fee Claim must be filed and served on the Reorganized Debtor and the applicable Professional within twenty-one (21) calendar days after the filing of the final fee application that relates to the Professional Fee Claim (unless otherwise agreed by the Debtor or the Reorganized Debtor, as applicable, and the Professional requesting allowance and payment of a Professional Fee Claim).

Allowed Professional Fee Claims shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court on or as soon as reasonably practicable after the later of: (a) the date upon which an order relating to any such Allowed Professional Fee Claim is entered; and (b) such other date(s) as the holders of the Allowed Professional Fee Claim and the Debtor or the Reorganized Debtor, as applicable, shall have agreed.

The Reorganized Debtor is authorized to pay compensation for services rendered or reimbursement of expenses incurred by its Professionals after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

2.2 Statutory Fees and Court Costs.

Statutory Fees and Court Costs will be paid in full in Cash by the Reorganized Debtor on the Effective Date or as soon as practicable thereafter or as required under the Office of the United States Trustee's supervision.

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2.3 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive on account of and in full and complete settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim, at the sole option of the Debtor or the Reorganized Debtor, as applicable, Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Effective Date, (b) the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, and (c) the date such Allowed Priority Tax Claim is due and payable in the ordinary course as such obligation becomes due; provided, however, that the Debtor reserves the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.

ARTICLE III CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 Classification of Claims and Interests.

3.1.1. *Classification in General.*

A Claim or Interest is placed into a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is placed into a particular Class only to the extent that such Claim or Interest is Allowed in that Class (if applicable) and has not been satisfied, released, or otherwise settled prior to the Effective Date. If a Claim is acquired or transferred, the Claim will be placed in the class where it would have been placed if it were owned by the original holder of such Claim. If a holder of a Claim has more than one Claim in the same class, such Claims will be aggregated and treated as a single Claim. If a holder of a Claim has Claims in different classes, such Claims will be aggregated only within the same class and not between classes.

3.1.2. *Summary of Classification.*

The following table designates the Classes of Claims and Interests and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified.

1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	General Unsecured Claims	Unimpaired	Deemed to Accept
4	Known Survivor Claims	Impaired	Yes
5	Unknown Survivor Claims	Impaired	Yes

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6	Late-Filed Survivor Claims	Unimpaired	Deemed to Accept
7	Non-Survivor Litigation Claims	Impaired	Yes
8	Pension Plan Note Claim	Unimpaired	Deemed to Accept
9	Parish and School Claims	Impaired	Yes

3.2 **Treatment of Claims and Interests.**

3.2.1. ***Class 1—Other Priority Claims.***

a. Classification. Class 1 consists of all Other Priority Claims.

b. Treatment. Except to the extent that a Class 1 Claimant agrees to less favorable treatment of such Claim, in exchange for full and final satisfaction of such Allowed Other Priority Claim, at the sole option of the Reorganized Debtor: (a) each such Class 1 Claimant shall receive payment in Cash in an amount equal to such Allowed Other Priority Claim, payable on or as soon as reasonably practicable after the last to occur of (i) the Effective Date, (ii) the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, and (iii) the date on which a Class 1 Claimant and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing; or (b) satisfaction of such Allowed Other Priority Claim in any other manner that renders the Allowed Other Priority Claim Unimpaired, including Reinstatement.

c. Voting. Class 1 is Unimpaired, and each Class 1 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 1 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 1 Claimants will not be solicited with respect to Other Priority Claims.

3.2.2. ***Class 2—Other Secured Claims.***

a. Classification. Class 2 consists of all Other Secured Claims. To the extent that Other Secured Claims are Secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 2 for purposes of voting to accept or reject the Plan and receiving Plan Distributions under the Plan.

b. Treatment. Except to the extent that a Class 2 Claimants agrees to less favorable treatment of their Class 2 Claim, in exchange for full and final satisfaction of such Allowed Other Secured Claim, each Class 2 Claimant will receive, at the sole option of the Reorganized Debtor: (a) Cash in an amount equal to the Allowed amount of such Claim, including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, payable on or as soon as reasonably practicable after the last to occur of (i) the Effective Date, (ii) the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, and (iii) the date on which the Class 2 Claimant and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing; (b) satisfaction of such Other Secured Claim in any other manner that renders the Allowed

Other Secured Claim Unimpaired, including Reinstatement; or (c) return of the applicable collateral on the Effective Date or as soon as reasonably practicable thereafter in satisfaction of the Allowed amount of such Other Secured Claim.

c. Voting. Class 2 is Unimpaired, and each Class 2 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 2 Claimants are not entitled to vote to accept or reject the Plan, and the votes of such Class 2 Claimants will not be solicited with respect to Other Secured Claims.

3.2.3. Class 3—General Unsecured Claims.

a. Classification. Class 3 consists of General Unsecured Claims.

b. Treatment. Except to the extent that a Class 3 Claimant agrees to less favorable treatment of their Class 3 Claim, in exchange for full and final satisfaction of such Allowed General Unsecured Claim, at the sole option of the Reorganized Debtor: (a) each Class 3 Claimant shall receive payment in Cash in an amount equal to such Allowed General Unsecured Claim, payable on or as soon as reasonably practicable after the last to occur of (i) the Effective Date, (ii) the date on which such General Unsecured Claim becomes an Allowed General Unsecured Claim, and (iii) the date on which the Class 3 Claimant and the Debtor or Reorganized Debtor, as applicable, shall otherwise agree in writing; or (b) satisfaction of such Allowed General Unsecured Claim in any other manner that renders the Allowed General Unsecured Claim Unimpaired, including Reinstatement.

c. Voting. Class 3 is Unimpaired, and each Class 3 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 3 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 3 Claimants will not be solicited with respect to General Unsecured Claims.

3.2.4. Class 4—Known Survivor Claims.

a. Classification. Class 4 consists of Known Survivor Claims.

b. Treatment. The Plan creates a Trust to fund payments to Class 4 Claimants entitled to such payments under the Plan, the Trust Agreement, and the Trust Distribution Plan. The Trust shall be funded as provided in Article IV of this Plan. As of the Effective Date, the liability of Protected Parties and Settling Insurers for all Class 4 Claims that are Channeled Claims shall be assumed fully by the Trust, without further act, deed, or court order, and pursuant to the Channeling Injunction in [Article XII](#), shall be satisfied solely from the Trust as set forth in the Plan Documents and Confirmation Order [and without any further liability of the Protected Parties and Settling Insurers beyond their contributions under the Plan. Class 4 Claimants are enjoined from filing any future Claims covered under the Settling Insurer Policies against any Protected Party or Settling](#)

Insurer and may not proceed in any manner against any such Persons in any forum whatsoever.

No Class 4 Claimant shall receive any payment from the Trust unless and until such Class 4 Claimant has executed the Survivor Claimant Release attached as **Exhibit D** to this Plan. Each Class 4 Claimant must execute a release of Claims against the Settling Insurers as provided in Exhibit D and must release all Claims against the Debtor, the Reorganized Debtor, and any other Protected Party.

~~For the avoidance of doubt, determinations by the Survivor Claims Reviewer and/or any distributions entitled to be received from the Trust shall not constitute a determination of any Protected Party's liability or damages for Class 4 Claims.~~

c. Voting. Class 4 is Impaired, and each Class 4 Claimant is entitled to vote to accept or reject the Plan.

3.2.5. Class 5—Unknown Survivor Claims.

a. Classification. Class 5 consists of Unknown Survivor Claims.

b. Treatment. The Plan creates a Trust to fund payments to Class 5 Claimants entitled to such payments under the Plan, the Trust Agreement, and the Trust Distribution Plan. The Trust shall be funded as provided in Article IV of this Plan. The Debtor or Reorganized Debtor shall fund the Unknown Survivor Claims Reserve as set forth in Article IV of this Plan, which shall be the maximum amount the Debtor, Reorganized Debtor, or other Protected Party shall be obligated to contribute to the Trust for any Unknown Survivor Claim. As of the Effective Date, the liability of Protected Parties and Settling Insurers for all Class 5 Claims that are Channeled Claims shall be assumed fully by the Trust, without further act, deed, or court order, and pursuant to the Channeling Injunction in **Article XII**, shall be satisfied solely from the Unknown Survivor Claims Reserve, as set forth in the Plan Documents and Confirmation Order. Class 5 Claimants are enjoined from filing any future Claims against any Protected Party or Settling Insurer and may not proceed in any manner against any such Persons in any forum whatsoever.

No Class 5 Claimant shall receive any payment from the Trust unless and until such Class 5 Claimant has executed the Survivor Claimant Release attached as **Exhibit D** to this Plan. Each Class 5 Claimant must execute a release of Claims against the Settling Insurers as provided in Exhibit D and must release all Claims against the Debtor, the Reorganized Debtor, and any other Protected Party.

~~For the avoidance of doubt, determinations by the Survivor Claims Reviewer and/or any distributions entitled to be received from the Trust shall not constitute a determination of any Protected Party's liability or damages for Class 5 Claims.~~

c. Voting. Class 5 is Impaired, and each Class 5 Claimant is entitled to vote to accept or reject the Plan.

3.2.6. *Class 6—Late-Filed Survivor Claims.*

a. Classification. Class 6 consists of Late-Filed Survivor Claims.

b. Treatment. The Plan creates a Trust to fund payments to Class 6 Claimants entitled to such payments under the Plan, the Trust Agreement, and the Trust Distribution Plan. The Trust shall be funded as provided in Article IV of this Plan. As of the Effective Date, liability of Protected Parties and Settling Insurers for all Class 6 Claims that are Channeled Claims shall be assumed fully by the Trust, without further act, deed, or court order, and, pursuant to the Channeling Injunction in Article XII, shall be satisfied solely from the Trust as set forth in the Plan Documents and Confirmation Order.

No Class 6 Claimant shall receive any payment from the Trust unless and until such Class 6 Claimant has executed the Survivor Claimant Release attached as **Exhibit D** to this Plan. Each Class 6 Claimant must execute a release of Claims against the Settling Insurers as provided in Exhibit D and must release all Claims against the Debtor, the Reorganized Debtor, and any other Protected Party.

~~For the avoidance of doubt, determinations by the Survivor Claims Reviewer and/or any distributions entitled to be received from the Trust shall not constitute a determination of any Protected Party's liability or damages for Class 6 Claims.~~

c. Voting. Class 6 is Unimpaired, and each Class 6 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 6 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 6 Claimants will not be solicited with respect to Class 6 Claims.

3.2.7. *Class 7—Non-Survivor Litigation Claims.*

a. Classification. Class 7 consists of Non-Survivor Litigation Claims.

b. Treatment. Except to the extent that a Class 7 Claimant agrees to less favorable treatment, in exchange for full and final satisfaction of such Allowed Non-Survivor Litigation Claim, the Class 7 Claimant shall seek to collect upon such Non-Survivor Litigation Claim solely from applicable insurance proceeds. No Class 7 Claimant shall: (i) seek to compel the Debtor or Reorganized Debtor to pay any deductible, retainer, or any other amount for or on account of any insurance carrier, provider, broker, or policy; or (ii) obtain any distribution from the Debtor's estate in or arising out of such Non-Survivor Litigation Claim.

c. Voting. Class 7 is Impaired, and each Class 7 Claimant is entitled to vote to accept or reject the Plan.

3.2.8. *Class 8—Pension Plan Note Claim.*

a. Classification. Class 8 consists of the Pension Plan Note Claim.

b. Treatment. On the Effective Date, the Debtor will assume the Pension Plan Note and any obligations thereunder.

c. Voting. Class 8 is Unimpaired, and each Class 8 Claimant is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Class 8 Claimants are not entitled to vote to accept or reject the Plan, and the votes of Class 8 Claimants will not be solicited with respect to Class 8 Claims.

3.2.9. Class 9—Parish and School Claims.

a. Classification. Class 9 consists of Parish Claims and School Claims.

b. Treatment. The Debtor has reached a global settlement with the Parishes and Schools, which is embodied in the Plan. As one component of the settlement, and to maximize recovery for Survivor Claimants, the Parishes and Schools have agreed to waive all rights to distributions on account of their Class 9 Claims. Accordingly, there will be no distribution to the holders of any Class 9 Claims on account of such Class 9 Claims.

c. Voting. Class 9 is Impaired, and Class 9 Claimant is entitled to vote to accept or reject the Plan.

3.3 Elimination of Vacant Classes.

Any Class of Claims against the Debtor that, as of the commencement of the confirmation hearing, does not have at least one holder of a Claim that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class. For the avoidance of doubt, this Section 3.3 shall not apply to Class 4 Claims.

3.4 Presumed Acceptance by Voting Classes That Do Not Vote.

If a Class contains Claims eligible to vote on the Plan and no holder of a Claim in such Class eligible to vote on the Plan votes to accept or reject the Plan, the Plan shall be presumed accepted by the Class.

3.5 Special Provisions Relating to Creditors' Rights of Setoff and Recoupment.

Nothing in this Plan shall expand or enhance a Creditor's right of setoff or recoupment, which shall be determined as of the Filing Date. Nothing in this Plan is intended, nor shall be interpreted, to approve any Creditor's effectuation of a post-Filing Date set off or recoupment without the consent of the Debtor unless prior Bankruptcy Court approval has been obtained.

ARTICLE IV TRUST

4.1 Establishment of Trust.

On the Effective Date, the Trust shall be established for the purposes of: (a) assuming liability of Protected Parties and Settling Insurers for Channeled Claims; and (b) receiving, liquidating, and distributing Trust Assets.

4.2 Funding of the Trust.

The Trust will be funded from the sources and in the manner set forth in this Section 4.2. In addition to the contributions described in this Section 4.2, the Protected Parties will waive certain Claims against the Debtor and Settling Insurers, as set forth more specifically below.

4.2.1. *Transfers from the Debtor to the Trust.*

The Debtor will transfer or otherwise cause to be transferred to the Trust Five Million Five Hundred Thousand Dollars (\$5,500,000) within ten (10) Business Days of the Effective Date. The Debtor's contribution to the Trust is being made in respect of uninsured exposure of the Debtor for Survivor Claims.

4.2.2. *Transfers from Parishes and Schools to the Trust.*

The Parishes, Schools, and Related Non-Debtor Entities will transfer or otherwise cause to be transferred to the Trust Two Million Dollars (\$2,000,000) within ten (10) Business Days of the Effective Date. The Parishes', Schools' and Related Non-Debtor Entities' contribution to the Trust is being made in respect of their uninsured exposure for Survivor Claims.

4.2.3. *Settling Insurer Contributions.*

All rights to receive payment under the Insurance Settlement Agreements shall be assigned to the Trust, and each Settling Insurer will pay its Insurance Settlement Amount to the Trust within the time set forth in its respective Insurance Settlement Agreement.² The total amount that will be paid into the Trust by the Settling Insurers is \$10,750,000.

4.2.4. *Unknown Survivor Claims Reserve.*

For a period of forty-eight (48) months, the Debtor or Reorganized Debtor, as applicable, shall be obligated to fund the Trust, for the benefit of Unknown Survivor Claimants, a maximum amount not to exceed the lesser of: (i) the aggregate amount of all awards to Unknown Survivor Claimants finally determined in accordance with the Plan, Trust Distribution Plan, Confirmation Order, and Trust Documents and (ii) \$600,000 (such amount, the "**Unknown Survivor Claims Reserve**"). The Unknown Survivor Claims Reserve shall be administered as provided in the Trust Agreement and Trust Distribution Plan. At the expiration of the forty-eight (48) month period, neither the Debtor, Reorganized Debtor, Trust, nor any other Protected Party or Settling Insurer

² [The Debtor and Committee agreed to dismiss with prejudice all claims against Colonial Penn. 4875-7102-9529.84870-2014-6244.2](#)

shall have any liability for Unknown Survivor Claims. The Unknown Survivor Claims Reserve amount set forth above is the maximum amount that the Debtor or Reorganized Debtor shall be obligated to contribute to the Trust for any Unknown Survivor Claim.

4.3 Vesting.

On the Effective Date, all Trust Assets shall vest in the Trust, and the Protected Parties shall be deemed for all purposes to have transferred all of their respective Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Protected Parties shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of control of Trust Assets in accordance with this paragraph, the Protected Parties shall have no further Interest in or with respect to the Trust Assets.

4.4 Appointment of the Trustee.

The initial Trustee has been identified in Exhibit C. The Trustee shall commence serving as the Trustee on the Confirmation Date; *provided, however*, that the Trustee shall be permitted to act in accordance with the terms of the Trust Agreement from such earlier date, as authorized by the Debtor, and shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and the Plan.

4.5 Rights and Responsibilities of Trustee.

The Trust shall be established for the purposes described in this Section 4.5. The Trust shall receive, and be deemed to be the sole assignee of, the transfer and assignment of the Trust Assets as provided in this Article IV, including the contributions set forth in Section 4.2.1, Section 4.2.2, Section 4.2.3, and Section 4.2.4. The Trust shall make Trust Distributions to the Survivor Claimants. The Trust shall fund the costs and expenses in executing these functions, in accordance with this Plan, the Trust Agreement, and the Trust Distribution Plan, with the aim of preserving, managing, and maximizing Trust Assets to pay Survivor Claimants and with no objective to continue or engage in the conduct of a trade or business. The proposed Trust Agreement and Trust Distribution Plan are attached to this Plan as Exhibit C and Exhibit I, respectively.

Upon the Effective Date, the Trust may take any action required to enforce the Insurance Settlement Agreements. Additionally, the Trust may seek enforcement of the Plan, Confirmation Order, or any other Final Order entered by the Bankruptcy Court in this Chapter 11 Case that may affect the Trust's administration of Trust Assets or otherwise perform its duties pursuant to the Plan. Among other things, the Trustee: (a) shall liquidate and convert to Cash the Trust Assets, make timely Trust Distributions, and not unduly prolong the duration of the Trust; (b) may request an expedited determination of taxes of the Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust; and (c) may retain professionals, including Agents on behalf of the Trust, at the Trust's sole expense, as reasonably necessary and to carry out the obligations of the Trustee hereunder and under the Trust Agreement. The Confirmation Order shall state that, absent permission of the Bankruptcy Court, no Action shall be commenced in any forum other

than the Bankruptcy Court against the Trustee in its official capacity, with respect to its status, duties, powers, acts, or omissions as Trustee.

4.6 Investment Powers; Permitted Cash Expenditures.

All funds held by the Trust shall 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 Trust Agreement. The Trustee may expend such Cash in a manner consistent with the terms of the Trust Agreement.

4.7 Registry of Beneficial Interests.

To evidence the beneficial interest in the Trust of each holder of such an Interest, the Trustee shall maintain a registry of beneficiaries.

4.8 Non-Transferability of Interests.

Any transfer of an Interest in the Trust shall not be effective until and unless the Trustee receives written notice of such transfer.

4.9 Tax Matters.

The 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 Debtor is the “transferor” within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trustee shall be classified as the “administrator” within the meaning of Section 468B-1(d)(1) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The Trustee shall be classified as the “administrator” within the meaning of Section 468B-1(d)(1) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The Trustee shall be classified as the “administrator” within the meaning of Section 468B-1(d)(1) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The Trustee shall be classified as the “administrator” within the meaning of Section 468B-1(d)(1) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder.

4.10 Immunity; Liability; Indemnification.

4.10.1. No Liability for Reorganized Debtor or Trustee

Neither the Reorganized Debtor or its Agents, nor the Trustee or its Agents, shall be liable for the acts or omissions of any other Agents of such Trustee, except that the Trustee shall be liable for its specific acts or omissions resulting from such Trustee’s misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty. The Trustee may, in connection with the performance of its functions and in its sole and absolute discretion, consult with its Agents, and shall 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 Persons. Notwithstanding such authority, the Trustee shall not be under any obligation to consult with its Agents, and its determination not to do so shall not result in the imposition of liability on the Trustee unless such determination is based on the Trustee’s recklessness, gross negligence, willful misconduct, or fraud.

4.10.2. No Recourse Against Trustee

No recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any Agent retained in accordance with the terms of the Trust Agreement or the Plan by

[4875-7102-9529](tel:4875-7102-9529); [84870-2014-6244](tel:84870-2014-6244); [2](tel:2)

the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Trustee in implementation of the Trust Agreement or the Plan, or by reason of the creation of any indebtedness by the Trustee under the Plan for any purpose authorized by the Trust Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had directly against the Trustee. The Trust shall not be covered by a bond.

4.10.3. *Indemnification by Trust*

The Trust shall defend, indemnify, and hold harmless the Trustee and its Agents to the fullest extent permitted under the laws of Pennsylvania in the performance of their duties hereunder.

Additionally, each Protected Party, and each of their respective Agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative, or arbitral action, by reason of any act or omission of the Trust or Trustee or respective Agents, relating to (a) the assessment or liquidation of any Survivor Claims, (b) the administration of the Trust and the implementation of the Trust Distribution Plan, or (c) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent that a corporation or trust organized under the laws of Pennsylvania is from time to time entitled to indemnify and defend its Agents against reasonable Claims of all kinds incurred by the Debtor or Reorganized Debtor, and their respective Agents, in connection with or resulting from such action, suit or proceeding, provided such expenditures have been approved by the Trust in advance such approval not to be unreasonably withheld.

Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, and the Protected Parties, and their respective Agents relating to any Action, whether civil, administrative, or arbitral, from which they are entitled to be indemnified by the Trust, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trustee, the Debtor, the Reorganized Debtor, and their respective Agents, to repay such amount in the event that it shall be determined ultimately by Final Order that such Trustee, the Debtor, the Reorganized Debtor, and their respective Agents are not entitled to be indemnified by the Trust.

4.11 Trust Liability.

On the Effective Date, the Trust shall automatically and without further act or deed assume: (a) all liability, if any, of the Protected Parties and Settling Insurers in respect of Channeled Claims, in accordance with the terms of this Plan; and (b) the responsibility for preserving, managing, and distributing Trust Assets.

4.12 Termination.

The Trust shall terminate after its liquidation, administration, and distribution of the Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreement. The Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date.

ARTICLE V SURVIVOR CLAIMS

5.1 Assessment and Treatment of Survivor Claims.

Each Survivor Claim will be assessed by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan to determine whether the Survivor Claimant is entitled to a Trust Distribution. The Protected Parties shall reasonably cooperate with the Survivor Claims Reviewer and the Trustee in connection with any inquiries by either in the administration of the Trust Distribution Plan. Any payment on a Survivor Claim constitutes payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

5.2 Legal Effect of Estimation of Claims and Distributions Under Trust Distribution Plan.

The Survivor Claims Reviewer's determinations are for estimation purposes only and shall not be a finding or fixing of the fact or liability or the amount payable for any Survivor Claim with any binding legal effect, other than for distribution purposes by the Trust pursuant to the Trust Distribution Plan. The determination of qualification, estimation of claims, and payment of Trust Distributions is not an admission of liability by any Protected Party or the Trust with respect to any Survivor Claims and has no *res judicata* or collateral estoppel effect on any Protected Party, the Trust, or any Settling Insurer. Trust Distributions do not release the Debtor nor are Trust Distributions an accord or novation of the Debtor's liability on account of the Survivor Claims. The Trust's act of making a distribution is immaterial to, and shall not be construed as, a determination or admission of any Protected Party's liability for, or damages with respect to, any Survivor Claim. The determination of qualification, estimation of claims, and payment of distributions is not a settlement, release, accord, or novation of any Survivor Claims and cannot be used by any Joint Tortfeasor as a defense to any alleged joint liability.

Neither the Survivor Claims Reviewer's review of a Survivor Claim and determination of qualification, nor the Trust's estimation of claims or payment of distributions shall constitute a trial, an adjudication on the merits, or evidence of liability or damages in any litigation with the Protected Parties or any other Person.

5.3 Release and Discharge of Survivor Claims.

No Survivor Claimant shall receive any payment on any award unless and until such Survivor Claimant has executed the Survivor Claimant Release attached as **Exhibit D** to this Plan. Each Survivor Claimant must execute a release of all Claims against the Settling Insurers as

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set forth in **Exhibit D** and must release all claims against the Debtor, the Reorganized Debtor, and the other Protected Parties.

Nothing in this Plan shall release or otherwise discharge any Person that is not a Protected Party from any liability for a Survivor Claim addressed in or by this Plan; provided, however, no Person who is, or was alleged to be, a Joint Tortfeasor with any of the Protected Parties in connection with Abuse that forms the basis of a Survivor Claim shall be liable for any Protected Party's share of causal liability or fault for such Survivor Claim.

5.4 Objections and Litigation after the Effective Date.

As of the Effective Date, the Trustee shall have the right to object to Survivor Claims. In addition, the Reorganized Debtor may object to any Unknown Survivor Claim and reserves all of its rights and defenses with respect to such Unknown Survivor Claims.

5.5 Objections Deemed Withdrawn.

Any objection asserted by the Debtor or other party in interest to a Survivor Claim that is also a Channeled Claim pending as of the Effective Date is deemed withdrawn without prejudice.

5.6 Claim Withdrawal.

A Survivor Claimant may withdraw his or her Survivor Claim at any time on written notice to the Trustee. If withdrawn, (a) the Survivor Claim will be withdrawn with prejudice and may not be reasserted, and such Survivor Claimant shall still be subject to the injunctive and other similar relief provided by this Plan, including the relief provided in Article XII of this Plan; and (b) any reserve maintained by the Trust on account of such Survivor Claim shall be treated by the Trust as a Trust Asset for distribution in accordance with the Plan and Trust Distribution Plan. For the avoidance of doubt, each Protected Party and the Trust shall retain any and all defenses that may exist with respect to any withdrawn Survivor Claim.

5.7 Distributions to Survivor Claimants.

For the avoidance of doubt, Survivor Claimants' recovery is limited to their Trust Distributions and they shall not be entitled to collect any additional amounts whatsoever from any Protected Party or any Protected Party's assets, or from any Settling Insurers or Settling Insurers' assets, for any Survivor Claims that are Channeled Claims, even if they are denied a Trust Distribution. For the avoidance of doubt, the sole source of payment to Class 5 Claimants shall be the Unknown Survivor Claims Reserve.

5.8 Survivor Claims Reviewer.

The Trustee shall retain the Survivor Claims Reviewer. Fees payable to the Survivor Claims Reviewer for review of Survivor Claims shall be paid from the Trust Assets.

5.9 Medicare Procedures.

With respect to all Class 4 Claims only, the Trust shall maintain sufficient funds to pay any Medicare Claims and to perform the following duties:

5.9.1. It is the position of the Debtor that none of the Protected Parties, the Trust, or the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Trust, under the reporting provisions of MSP or MMSEA. Prior to making any payments to any claimants, the Trust shall seek a statement or ruling from the United States Department of Health and Human Services (“**HHS**”) that neither the Trust, any Protected Party, or any Settling Insurer has any reporting obligations under MMSEA with respect to payments to the Trust by the Protected Parties or Settling Insurers or payments by the Trust to Claimants. Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Third Circuit or the United States Supreme Court), or written confirmation from HHS that none of the Protected Parties or the Settling Insurers has any reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the Trust or with respect to the contributions the Protected Parties and the Settling Insurers have made or will make to the Trust, the Trust shall, 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 shall timely submit all reports that would be required to be made by any Protected Party or Settling Insurer under MMSEA on account of any Claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Trust, including reports that would be required if the payments to the Trust by a Protected Party or Settling Insurer were determined to be made pursuant to “applicable plans” for purposes of MMSEA, or any Protected Party or Settling Insurer were otherwise found to have MMSEA reporting requirements. The Trust, in its role as reporting agent for the Protected Parties and Settling Insurers, shall follow all applicable guidance published by CMS to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

5.9.2. If the Trust is required to act as a reporting agent for any Protected Party or Settling Insurer pursuant to Section 5.9.1, the Trust shall provide a written certification to each Protected Party and Settling Insurer within twenty-one (21) days following the end of each calendar quarter, confirming that all reports to CMS required by Section 5.9.1 have been submitted in a timely fashion, and identifying: (a) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance; and (b) any payments to Medicare beneficiaries that the Trust did not report to CMS.

5.9.3. With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall, upon request by any Protected Party or 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 Trust

may redact from such copies the Redacted Information. With respect to any such reports, the Trust shall reasonably undertake to remedy any issues of noncompliance identified by CMS, resubmit such reports to CMS, and, upon request by any Protected Party or Settling Insurer, provide each Protected Party and Settling Insurer copies of such resubmissions; provided, however, that the Trust may redact the Redacted Information. If the Trust is unable to remedy its noncompliance, the provisions of Section 5.9.7 shall apply.

5.9.4. If the Trust is required to act as a reporting agent for a Protected Party or Settling Insurer pursuant to the provisions of Section 5.9.1, with respect to each Channeled Claim of a Medicare beneficiary paid by the Trust and not disclosed to CMS, the Trust shall, upon request by any Protected Party or Settling Insurer, promptly provide the last four digits of the Claimant's Social Security number, the year of the Claimant's birth and any other information in the possession or control of the Trust that may be necessary in the reasonable judgment of any Protected Party or Settling Insurer to satisfy their obligations, if any, under MMSEA, as well as the basis for the Trust's failure to report the payment. In the event any Protected Party or Settling Insurer informs the Trust that it disagrees with the Trust's decision not to report a Claim paid by the Trust, the Trust shall promptly report the payment to CMS. All documentation relied upon by the Trust in making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

5.9.5. If the Trust is required to act as a reporting agent for any Protected Party, or Settling Insurer pursuant to the provisions of Section 5.9.1, the Trust shall make the reports and provide the certifications required in this Section 5.9 until such time as such Protected Party or Settling Insurer determines, in its reasonable judgment, that it has no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Trust or contributions to the 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 5.9.1, and if any Protected Party or Settling Insurer reasonably determines, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Trust shall promptly perform its obligations under Section 5.9.

5.9.6. Section 5.9 is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that the Protected Parties and/or Settling Insurers have made payments pursuant to "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any acts undertaken by the Trust or contributions to the Trust under MMSEA or any other statute or regulation.

5.9.7. If CMS concludes that reporting done by the Trust in accordance with Section 5.9 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 Trust, any Protected Party or Settling Insurer a concern with respect to the sufficiency or timeliness of such reporting, or there appears to any Protected Party or 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 5.9, or other credible information, then each Protected Party and Settling Insurer shall have the right to submit its own reports to CMS under MMSEA, and the Trust shall provide to any Person that elects to file its own reports such information in its possession or control as the electing party may reasonably require in order to comply with MMSEA, including the full reports filed by the Trust pursuant to Section 5.9, without any redactions. The Protected Parties and Settling Insurers shall keep any information they receive from the Trust pursuant to this Section 5.9 confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

5.9.8. Notwithstanding any other provisions hereof, the Trust shall not be required to report as required by this Section 5.9 until the Person on whose behalf the Trust is required to report shall have provided its Medicare Reporting Number, if one exists. Moreover, the Trust shall have no indemnification obligation under this Section 5.9 to such Person for any penalty, interest, or sanction with respect to a Claim that may arise on account of such Person's failure timely to provide its Medicare Reporting Number, if one exists, to the Trust in response to a timely request by the Trust for such Medicare Reporting Number. However, nothing relieves the Trust from its reporting obligations with respect to each Person who provides the Trust with its Medicare Reporting Number. The Trust shall indemnify each Protected Party and Settling Insurer for any failure to report payments to Medicare eligible Channeled Claimants on behalf of Persons who have timely supplied Medicare Reporting Numbers, if any exists.

5.9.9. Prior to remittance of funds to any Channeled Claimant or counsel therefor, the Trustee shall obtain in respect of any Channeled Claim a certification from the Claimant that said Claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under MSP relating to such Channeled Claim. If the Trust receives no such certification, the Trust may withhold payment from any Claimant the funds sufficient to assure that all obligations owing or potentially owing for Medicare Claims are paid to CMS. The Trust shall provide a quarterly certification of its compliance with this Section 5.9.9 to each Protected Party and Settling Insurer, and permit reasonable audits by such Persons, no more often than annually, to confirm the Trust's compliance with this Section 5.9.9. For the avoidance of doubt, the Trust shall be obligated to comply with the requirements of this Section 5.9.9 regardless of whether any Protected Party or Settling Insurer elects to file its own reports under MMSEA pursuant to Section 5.9.7.

5.9.10. Compliance with the provisions of this Section 5.9 shall be a material obligation of the Trust under the Plan, in favor of the Protected Parties and Settling Insurers under the Plan.

5.9.11. The Trust shall defend, indemnify, and hold harmless the Protected Parties and Settling Insurers from any Medicare Claims reporting and payment obligations relating to its payment of Channeled Claims, including any obligations owing or potentially owing under MMSEA or MSP, and any Claims related to the Trust's obligations under Section 5.9.

5.9.12. The Social Security Administration may change (or may have already changed) its processes and/or procedures in a manner that is inconsistent with the foregoing. The Trustee shall make best efforts to comply meaningfully with the foregoing while adhering to the Social Security Administration's most recent processes, procedures, and requirements.

5.10 Medicare Claims Indemnity.

The Trust shall defend, indemnify, and hold harmless the Protected Parties and the Settling Insurers from any Medicare Claims and any Claims related to the Trust's obligations under this Plan.

**ARTICLE VI
SETTLING INSURERS**

6.1 Insurance Settlement Agreements.

Each Insurance Settlement Agreement is effective and binding upon all Persons who have notice, and any of the foregoing Persons' successors and assign, upon the entry of an Approval Order and satisfaction of all conditions precedent. Payments by each Settling Insurer to the Trust, and the releases by the Protected Parties of each Settling Insurer, pursuant to the Insurance Settlement Agreements shall occur and/or be effective according to the terms of each such agreement. The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and consummation of the Plan. The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Approval Order approving such Insurance Settlement Agreement, the Plan and the Confirmation Order.

6.2 Sale Free and Clear of Interests of Settling Insurer Policies.

As provided in each of the respective Insurance Settlement Agreements, each and every Settling Insurer Policy shall be sold to the issuing Settling Insurer, pursuant to sections 105, 363, and 1123 of the Bankruptcy Code, free and clear of all liens, Claims and Interests of all Persons. However the certificates of insurance issued by Catholic Mutual and TNCRRG, respectively, to the Debtor shall not be sold.

6.3 Resolution of Claims Involving Settling Insurers.

The Confirmation Order shall provide that within ten (10) days after payment of the Insurance Settlement Amounts, the Debtor and the Settling Insurers shall effect dismissal with prejudice of their Claims against each other in the Insurance Coverage Adversary Proceeding, with each side to bear its own fees and costs.

6.4 Further Assurances; Non-Material Modifications.

From and after the Effective Date, the Reorganized Debtor and the Settling Insurers shall 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 Insurance Settlement Agreements without further order of the Bankruptcy Court. The Reorganized Debtor and the Settling Insurers may make technical or immaterial alterations, amendments, modifications, waivers, or supplements to the terms of any Insurance Settlement Agreement and/or the Plan, subject to the requirements of the respective agreements. A class of Claims that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or supplemented under this [Section 6.4](#), if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such class. An order of the Bankruptcy Court approving any amendment or modification made pursuant to this [Section 6.4](#) shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

6.5 Indemnification Obligations.

Upon the Trust's receipt of each Settling Insurer's respective Insurance Settlement Amount, the Trust shall defend, indemnify, and hold harmless such Settling Insurer from and against any and all Channeled Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless the Settling Insurers from and against all other Claims that are subject to any indemnity obligation to the Settling Insurers under any Insurance Settlement Agreement or this Plan. The indemnification obligations of the Trust or Reorganized Debtor to the Settling Insurers includes Claims made by Persons over whom the Trust, Debtor, Parishes, Schools, Other Insured Entities, or Related Non-Debtor Entities do not have control, including any Person who asserts Channeled Claims against or under the Settling Insurer Policies and Persons who assert Contribution Claims or Extra-Contractual Claims against the Settling Insurers.

With respect to the indemnification obligations of the Trust or the Reorganized Debtor set forth above, the Settling Insurers may undertake the defense of any Claim on receipt of such Claim without affecting such indemnification obligations. The Settling Insurers shall notify the Trust or Reorganized Debtor, as applicable, as soon as practicable of any such Claims identified in this section and of their choice of preferred counsel. Any obligation of the Trust or Reorganized Debtor to indemnify the Settling Insurer under this [Section 6.5](#) shall not exceed the Settlement Amount set forth in the Settlement Agreement as actually paid by the corresponding Settling Insurer. In defense of any such Claims, the Settling Insurers may settle or otherwise resolve a Claim consistent with the terms of this Plan and with the prior consent of the indemnifying party, which consent shall not be unreasonably withheld. Any indemnification obligations to the Settling Insurers assumed by the Trust will be channeled to and paid by the Trust.

6.6 Waiver/Consent.

In consideration of the releases and Channeling Injunction, the Supplemental Settling Insurer Injunction and other covenants set forth herein, subject to the occurrence of the Effective Date and the satisfaction of the other conditions precedent to the effectiveness of the Insurance Settlement Agreements, and upon receipt by the Trust of the Insurance Settlement Amounts, each of the Protected Parties: (a) irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Claims or Interests it has or might have now or in the future against the other Protected Parties [or the Settling Insurers](#) with respect to any contribution,

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subrogation, indemnification, or other similar Claim arising from or relating to released Survivor Claims covered or alleged to be covered under the Settling Insurer Policies, and any Settling Insurer Policies; and (b) consents to the sale of the Protected Parties' Claims and/or Interests, if any, in certain of the Settling Insurer Policies in accordance with the Insurance Settlement Agreements and to the contribution of the proceeds from such sale and settlement to the Trust, as provided in the Plan. Nothing in this Section 6.6 shall be construed to bar either (a) a Claim based on Abuse against a Person who is not a Protected Party or a Settling Insurer or (b) a Claim by such Person for insurance coverage in connection with a Claim described in the foregoing subsection (a) under an insurance policy other than a Settling Insurer Policy.

6.7 Rights Under Insurance Settlement Agreements.

The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Approval Order approving such Insurance Settlement Agreement, the Plan and the Confirmation Order.

6.8 Timing.

The injunctions, releases, and discharges to which any Settling Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation Order, the Approval Orders, and the Bankruptcy Code shall become effective pursuant to the terms of such Insurance Settlement Agreement.

ARTICLE VII MEANS FOR IMPLEMENTATION OF THE PLAN

7.1 General Settlement of Claims and Interests.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distribution, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of Claims and Interests, including any controversies relating to the contractual, legal, and subordination rights that holders of Claims or Interests might have with respect to any Claims or Interests under the Plan. Distributions made to holders of Claims or Interests in any Class are intended to be final.

7.2 Sources of Consideration for Distributions.

The Protected Parties shall fund Plan Distributions and Trust Distributions using Cash on hand or otherwise available. Trust Distributions shall also be funded by Insurance Settlement Amounts.

7.3 Organizational Documents.

The Reorganized Debtor shall enter into such agreements and may amend its formation, organizational, and/or governance documents, as applicable, to the extent necessary to implement

the terms and provisions of the Plan. After the Effective Date, the Reorganized Debtor may amend and restate its organizational documents, and the Reorganized Debtor may file its charter, certificate of formation, bylaws, rules and regulations, or such other applicable organizational and/or governance documents, as applicable, and other constituent documents as permitted or required by applicable law.

7.4 Due Authorization.

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by Agents of the Debtor, Reorganized Debtor, or any other Person.

7.5 Corporate Action.

On the Effective Date, all matters provided for herein that would otherwise require approval of the Debtor's management shall be deemed to have occurred and shall be in effect from and after the Effective Date, pursuant to applicable Pennsylvania law, without any requirement of further action by the Debtor's management.

7.6 Identity of Officers of Reorganized Debtor.

In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the Persons proposed to serve as the members or managers of the Reorganized Debtor and the persons proposed to serve as directors (if applicable) and officers of the Reorganized Debtor on and after the Effective Date are set forth on Exhibit F.

7.7 Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes.

The Debtor and Reorganized Debtor shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan. Pursuant to section 1146(a) of the Bankruptcy Code, the following shall not be subject to any stamp tax, real estate transfer tax, mortgage recording tax, sales or use tax, or similar tax: (a) the creation of any mortgage, deed of trust, lien, or other security interest; (b) the making or assignment of any lease or sublease; or (c) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, or assignments executed in connection with any of the foregoing or pursuant to this Plan.

**ARTICLE VIII
ESTIMATIONS/ASSESSMENTS**

8.1 Estimations/Assessments are Not Binding.

Estimations of Survivor Claims for purposes of voting, and the determination of qualification, assignment of points, and payment of Trust Distributions shall not: (a)(i) constitute an admission of liability by any Person with respect to such Claims, (ii) have any res judicata or collateral estoppel effect on any Person, (iii) constitute a settlement, release, accord, satisfaction, or novation of such Claims, (iv) be used by any third-party as a defense to any alleged joint liability, or (v) otherwise prejudice any rights of the Trust, Protected Parties, Settling Insurers, and Survivor Claimants in all other contexts or fora; or (b) be deemed to constitute a determination of liability of any Person.

**ARTICLE IX
DISTRIBUTIONS AND CLAIMS ADMINISTRATION
FOR CLAIMS OTHER THAN SURVIVOR CLAIMS**

9.1 Distributions.

Unless otherwise provided in this Plan, distributions for Claims other than Survivor Claims shall be made by the Reorganized Debtor.

9.2 Method of Payment.

Except with respect to Survivor Claims, payments under this Plan will be made by check, mailed with first class postage pre-paid, to the holder of each Claim at the address listed on its Proof of Claim as of the Record Date (or by such other method as may be agreed to by the Reorganized Debtor and the applicable holder of a Claim), or if no Proof of Claim has been filed by the date of the hearing on confirmation, to the address listed on the Schedules as of the Record Date. Holders of Claims as of the Record Date may contact the Reorganized Debtor to amend their addresses as follows: (a) by e-mailing rcdharrisburg@epiqglobal.com; (b) by First-Class Mail to Roman Catholic Diocese of Harrisburg Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, P.O. Box 4421, Beaverton, Oregon 97076-4421; or (c) by hand delivery or overnight mail to Roman Catholic Diocese of Harrisburg Claims Processing Center, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Boulevard, Beaverton, Oregon 97005.

9.3 Reservation of Rights to Object to Claims.

Unless a Claim is expressly described as an Allowed Claim pursuant to or under the Plan, or otherwise becomes an Allowed Claim prior to the Effective Date, upon the Effective Date, the Reorganized Debtor or Trustee, as applicable, shall have and retain any and all objections to any and all Claims and motions or other requests for the payment of Claims, including any and all objections to the validity or amount of any and all alleged Administrative Expense Claims, and priority tax Claims. The failure to object to any Claim in this Chapter 11 Case shall be without prejudice to the Reorganized Debtor's or the Trustee's, as applicable, right to contest or otherwise

defend against such Claim in the Bankruptcy Court when and if such Claim is sought to be enforced by the holder of such Claim.

9.4 Filing of Objections.

Except with respect to Survivor Claims or Administrative Expenses, any objections to Claims will be filed within ninety (90) days after the Effective Date (unless such day is not a Business Day, in which case such deadline will be the next Business Day thereafter) or at such later date as approved by the Bankruptcy Court upon request from the Reorganized Debtor. Any Claim objections arising solely under section 502(d) of the Bankruptcy Code are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting a Claim under Chapter 5 of the Bankruptcy Code. A Claim objection will be deemed properly served on the Claimant, if the Reorganized Debtor effects service by any of the following methods: (a) in accordance with Bankruptcy Rule 7004; (b) by first class mail on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or Interest or any attachment thereto; or (c) by first class mail on any counsel that has appeared on the behalf of the claimholder in the Chapter 11 Case.

9.5 Procedures for Treating and Resolving Disputed Claims.

9.5.1. *No Distributions Pending Allowance.*

Notwithstanding any other provision hereof, no payments or distributions will be made with respect to all or any portion of a Disputed Claim, unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim.

9.5.2. *Claim Estimation.*

Except with respect to Survivor Claims, the Debtor may seek a Bankruptcy Court order requiring the estimation or limitation of any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code. Unless provided otherwise in an order of the Bankruptcy Court, the estimated amount shall constitute the Allowed amount of such Claim or a maximum limitation on such Claim, as the Bankruptcy Court may direct; *provided, however*, that if the estimate constitutes the maximum limitation on such Claim, the Debtor may elect to pursue supplemental proceedings to object to the ultimate allowance of such Claim. The foregoing shall not limit the rights granted by section 502(j) of the Bankruptcy Code.

9.5.3. *No Distribution if Cause of Action Asserted.*

Notwithstanding any other provision hereof, no payment or distribution will be made with respect to all or any portion of a Claim or Allowed Claim held by a claimant against whom an Avoidance Action is asserted unless and until such Avoidance Action has been settled or withdrawn or has been determined by Final Order.

9.5.4. *Payment Upon Allowance and Disallowance of Disputed Claims.*

At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Reorganized Debtor shall distribute to the holder thereof the distribution(s) to which the holder is then entitled under the Plan. Such distribution, if any, shall be made as soon as practicable after the entry of the Final Order allowing the Claim.

9.6 Record Date.

The Record Date for Claim transfers is the Confirmation Date. Claim transfers will not be recognized after the Confirmation Date. Payment under the Plan will be mailed to the address of the holder of the Claim as of the Record Date until the holder of the Claim as of the Record Date notifies the Reorganized Debtor in writing of a different address.

9.7 De Minimis Distributions.

The Reorganized Debtor shall not be required to make any payment of less than fifty dollars (\$50.00) with respect to any Allowed General Unsecured Claim.

9.8 Unclaimed Payments.

In the event a payment is returned to the Reorganized Debtor unclaimed, with no indication of the payee's forwarding address, the Reorganized Debtor will hold such payment for a period of ~~ninetyone hundred eighty~~ (~~90180~~) days from the date of return. If not claimed by the payee by the end of that period, the funds will be retained by the Reorganized Debtor.

9.9 Time Bar to Check Payments.

Checks issued by the Reorganized Debtor shall be null and void if not negotiated within ~~ninetyone hundred eighty~~ (~~90180~~) days from and after the date of issuance. Requests for re-issuance of any check shall be made to the Reorganized Debtor by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check must be made on or before ~~onetwo~~ hundred ~~twentyten~~ (~~120210~~) days after the date of issuance of such check. After ~~onetwo~~ hundred ~~twentyten~~ (~~120210~~) days after issuance of a non-negotiated check for which the holder of the Allowed Claim did not request re-issuance, all claims in respect of voided checks shall be discharged and forever barred.

9.10 Compliance with Tax Requirements.

Notwithstanding any other provision of this Plan, (a) each recipient of a distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any taxing authority, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such recipient unless and until such holder has made arrangements satisfactory to the Reorganized Debtor for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Reorganized Debtor in connection with such distribution.

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9.11 Setoffs and Recoupments.

The Reorganized Debtor or Trustee, as applicable, may, pursuant to applicable non-bankruptcy law, set off against or recoup from any distribution(s) to be made pursuant to the Plan, the any Cause of Action Debtor may hold against the holder of such Allowed Claim that are not otherwise waived, released, or compromised in accordance with the Plan; *provided, however*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release of any such Causes of Action that the Debtor or Trustee, as applicable, or may hold against such holder.

ARTICLE X EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1 Assumption or Rejection of Executory Contracts and Unexpired Leases.

Each Assumed Agreement shall be assumed as of the Effective Date, to the extent that each such Assumed Agreement has not already expired, concluded, or terminated under its own terms, without the need for any further notice to or action, order, or approval of the Bankruptcy Court under sections 365 and 1123 of the Bankruptcy Code. All other executory contracts, unexpired leases, or other agreements that are not Assumed Agreements and were not previously assumed or rejected by order of the Bankruptcy Court in the Chapter 11 Case shall be deemed rejected as of the Effective Date. Entry of the Confirmation Order shall constitute, pursuant to sections 365 and 1123 of the Bankruptcy Code, the approval of the rejection of all such executory contracts and unexpired leases.

10.2 Cure of Defaults.

Not later than ~~fourteen~~twenty-four (~~14~~24) days prior to the confirmation hearing, the Debtor shall provide notices of proposed Cure Amounts to the counterparties to the Assumed Agreements proposed to be assumed under the Plan, which notices shall include a description of the procedures for objecting to the Cure Amount, the ability of the Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Assumed Agreement to be assumed, or any other matter pertaining to assumption.

Unless otherwise agreed in writing by the parties to the applicable Assumed Agreement, **any objection by a counterparty to an Assumed Agreement to a proposed assumption or related Cure Amount must be filed, served, and actually received by counsel to the Debtor within ~~ten~~twenty-one (~~10~~21) days of the service of the notice of proposed assumption and Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an Assumed Agreement that fails to timely object to the proposed assumption or Cure Amount shall be deemed to have consented to such assumption and Cure Amount and shall be forever barred, estopped, and enjoined from contesting the Debtor’s assumption of the applicable Assumed Agreement and from requesting payment of a Cure Amount that differs from the amounts paid or proposed to be paid by the Debtor or Reorganized Debtor, in each case without the need for any objection by the Debtor or the Reorganized Debtor or any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized

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Debtor may settle any Cure Amount without any further notice to or action, order, or approval of the Bankruptcy Court.

The Debtor or Reorganized Debtor, as applicable, shall pay undisputed Cure Amounts, if any, on the Effective Date or as soon as reasonably practicable thereafter, or on such other terms as the parties may agree. If there is any dispute regarding the Cure Amount, the ability of the Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or any other matter pertaining to assumption, then the Debtor or the Reorganized Debtor, as applicable, shall pay the applicable Cure Amount as reasonably practicable after entry of a Final Order resolving such dispute and approving such assumption, or as may otherwise be agreed upon by the Debtor or the Reorganized Debtor, as applicable, and the counterparty to the Assumed Agreement. The payment of Cure Amounts required by section 365(b)(1) of the Bankruptcy Code following the entry of a Final Order resolving the dispute and approving the assumption shall not prevent or delay implementation of the Plan or occurrence of the Effective Date.

The Debtor’s assumption of any Assumed Agreement pursuant to the Plan or otherwise and payment of the applicable Cure Amount shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Agreement at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Assumed Agreements that have been assumed in the Chapter 11 Case, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the later of (a) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such assumption, (b) the effective date of such assumption, and (c) the Effective Date, in which case without the need for any objection by the Debtor or the Reorganized Debtor or any further notice to or action, order, or approval of the Bankruptcy Court.**

10.3 Bar Dates for Rejection Damage Claims.

To the extent not subject to a claim filing deadline set forth in any prior or subsequent order of the Bankruptcy Court, claims arising out of the rejection of an executory contract or unexpired lease pursuant to [Section 10.1](#) of this Plan must be filed with the Bankruptcy Court no later than thirty (30) days after the entry of the Confirmation Order and, upon allowance, shall be an Allowed General Unsecured Claim. **Any Claim arising out of the rejection of an executory contract or unexpired lease that is not timely filed shall be automatically disallowed, forever barred from assertion, and unenforceable against the Debtor or Reorganized Debtor, the Estate, or any property of the foregoing, without the need for any objection by the Reorganized Debtor or further notice to or action, order, or approval of the Bankruptcy Court, and any such claim shall be deemed fully satisfied, released, and discharged, notwithstanding any Claim or Proof of Claim to the contrary.**

10.4 Contracts and Leases Entered After the Filing Date.

Contracts and leases entered into after the Filing Date by the Debtor, including any Assumed Agreements assumed by the Debtor, will be performed by the Debtor or Reorganized

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Debtor in the ordinary course of its operations. Accordingly, such contracts and leases (including any Assumed Agreements) shall survive and remain unaffected by entry of the Confirmation Order.

10.5 Compensation and Benefits Programs.

Other than any Compensation and Benefits Programs assumed by the Debtor prior to the entry of the Confirmation Order, all of the Compensation and Benefits Programs entered into before the Filing Date and not since terminated shall be deemed to be, and shall be treated as though they are, Assumed Agreements under the Plan and deemed assumed under sections 365 and 1123 of the Bankruptcy Code, and the Debtor's and Reorganized Debtor's obligations under the Compensation and Benefits Programs survive and remain unaffected by entry of the Confirmation Order and will be fulfilled in the ordinary course of the Debtor's and Reorganized Debtor's operations. Compensation and Benefits Programs assumed by the Debtor prior to the entry of the Confirmation Order shall continue to be fulfilled in the ordinary course of the Debtor's and Reorganized Debtor's operations from and after the date of any order of the Bankruptcy Court authorizing the assumption of such Compensation and Benefits Program.

10.6 Workers' Compensation Programs.

As of the Effective Date, the Debtor and Reorganized Debtor shall continue to honor their obligations under: (a) all applicable workers' compensation laws; and (b) the Workers' Compensation Program. For the avoidance of doubt, all written contracts and agreements related to the Workers' Compensation Program shall be deemed executory contracts and assumed as of the Petition Date. No insurer shall be required to file a proof of claim and any amount due and owing under a written contract or agreement related to the Workers' Compensation Program shall be paid in the ordinary course under such written contract or agreement. All Proofs of Claim on account of the Workers' Compensation Program shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that nothing in the Plan shall limit, diminish, or otherwise alter the Debtor's or Reorganized Debtor's defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Programs; provided, further, however, that nothing herein shall be deemed to impose any obligations on the Debtor or its insurers in addition to what is provided for under the terms of the Workers' Compensation Programs and applicable state law.

10.7 Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Assumed Agreement that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Assumed Agreement and Assumed Agreements related thereto, if any, including easements licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless the Debtor rejects or repudiates any of the foregoing agreements. Modifications, amendments, and supplements to, or restatements of, prepetition Assumed Agreements that have been executed by the Debtor during the Chapter 11 Case shall

not be deemed to alter the prepetition nature of the Assumed Agreement, or the validity, priority, or amount of any Claims that may arise in connection therewith.

10.8 Reservation of Rights.

Nothing contained in the Plan shall constitute an admission by the Debtor that a contract or lease is in fact an Assumed Agreement or that the Reorganized Debtor has any liability thereunder. If there is a dispute as of the Confirmation Date regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtor, or, after the Effective Date, the Reorganized Debtor, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

ARTICLE XI CONFIRMATION AND CONSUMMATION OF THE PLAN

11.1 Conditions Precedent to Confirmation.

Confirmation of the Plan shall not occur unless all of the following conditions precedent have been satisfied:

- a. the Confirmation Order is in form and substance acceptable to the Plan Proponents and the Settling Insurers;
- b. the Confirmation Order shall approve and implement the Channeling Injunction and Supplemental Settling Insurer Injunction set forth in Article XII of this Plan; and
- c. the Plan Documents shall be in form and substance acceptable to the Plan Proponents and the Settling Insurers.

11.2 Conditions Precedent to the Effective Date.

The Effective Date shall not occur, and this Plan shall not be consummated, unless and until each of the following conditions have been satisfied:

- a. the Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Plan Proponents and Settling Insurers, the Confirmation Order shall be a Final Order, and no stay of the Confirmation Order shall then be in effect;
- b. each Insurance Settlement Agreement agreed to prior to the Effective Date shall have been duly executed by all parties thereto and filed with the Bankruptcy Court, in each case in form and substance satisfactory to the Plan Proponents and Settling Insurers;
- c. the Trustee and the Reorganized Debtor shall have executed the Trust Agreement;

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- d. each Approval Order shall have become a Final Order;
- e. the payments discussed in Article IV shall have been received by the Trust;
- f. the Plan has not been materially amended, altered, or modified as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made with consent of the Plan Proponents and Settling Insurers;
- g. the Debtor shall have obtained any approvals required by or pursuant to the Code of Canon Law; and
- h. the Debtor shall have filed a notice of occurrence of the Effective Date.

11.3 Waiver of Conditions Precedent to the Effective Date.

Each of the conditions precedent to the occurrence of the Effective Date set forth in **Section 11.2** may only be waived in whole or in part by the Plan Proponents with the written consent of the Settling Insurers without notice to or leave or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

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 or the Disclosure Statement will: (a) constitute a waiver or release of any Claims by or against the Protected Parties or Settling Insurers; (b) prejudice in any manner the rights of the Protected Parties, the Trust, or Settling Insurers; (c) constitute an admission, acknowledgement, offer, or undertaking by the Protected Parties or Settling Insurers in any respect, including in any Action against the Debtor; or (d) be admissible in any Action against the Protected Parties or Settling Insurers in any court or other forum.

ARTICLE XII EFFECTS OF CONFIRMATION

12.1 Binding Effect.

As of the Effective Date, all provisions of the Plan Documents, shall be binding upon the Debtor, the Estate, the Reorganized Debtor, all holders of Claims or Interests, each such holder's respective successors and assigns, and all other Persons that are affected in any manner by the Plan, including the Insurers, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan. Except as otherwise expressly provided in the Plan, all Plan Documents shall be given full force and effect and shall bind all Persons referred to therein on and after the Effective Date, whether or not such agreements are actually issued, delivered, or recorded on or after the Effective Date and whether or not such Persons have actually executed such agreement.

12.2 Discharge.

12.2.1. Discharge of the Debtor.

All consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, termination and release of, all Claims and Interests of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date, and, as of the Effective Date and except as expressly provided in the Plan or the Confirmation Order, the Debtor shall be discharged and released, and each holder of a Claim or Interest and any successor, assign, and Affiliate of such holder shall be deemed to have forever waived, discharged, and released the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims and Interests, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date, in each case whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has been disallowed by order of the Bankruptcy Court, or (d) the holder of a Claim based upon such debt is deemed to have accepted the Plan.

12.2.2. Discharge Injunction.

As of the Effective Date, except as expressly provided in the Plan or the Confirmation Order, all holders of Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date shall be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor or the Reorganized Debtor or the property of the Debtor or the Reorganized Debtor. In accordance with the foregoing, except as expressly provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge or termination of all Claims and Interests against or in the Debtor, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor to the extent such judgment relates to a discharged Claim.

12.3 Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers.

In consideration of the undertakings of the Protected Parties and the Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor, and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in sections 524 and 1141 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

- a. any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and**

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protocols and in the amounts established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims;

b. any and all Persons 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 the Protected Parties or Settling Insurers, 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 the Protected Parties or the Settling Insurers or against the property of any of the Protected Parties or Settling Insurers;

(ii). enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or Settling Insurers, or the property of any of the Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or the Settling Insurers;

(iii). creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or Settling Insurers, or the property of the Protected Parties or Settling Insurers;

(iv). asserting, implementing, or effectuating, any Channeled Claim of any kind against: (A) any obligation due any of the Protected Parties or Settling Insurers; (B) any of the Protected Parties or Settling Insurers; or (c) the property of any of the Protected Parties or Settling Insurers;

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

(vi). asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Protected Parties or Settling Insurers.

The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims provided in this section shall inure to the benefit of the Protected Parties and Settling Insurers. The Channeling Injunction will become effective with respect to each applicable Settling Insurer as of the date that the Trust receives the Settlement Amount pursuant to the terms of the applicable Insurance Settlement Agreement. In a successful Action to enforce the injunctive provisions of this **Section 12.3** in response to a willful violation thereof, the moving party shall be entitled to recover all costs and expenses

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incurred, including reasonable attorneys' fees, from the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

12.4 Supplemental Settling Insurer Injunction.

Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies free and clear of all Claims and Interests pursuant to section 363(f) of the Bankruptcy Code, any and all Persons who have held, now hold, or who may in the future hold any Claims or Interests (including all debt holders, all equity holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Settling Insurers, including (i) Claims relating to the Settling Insurer Policies, including Survivor Claims, Direct Action Claims, Indirect Claims, and Released Claims, (ii) the payment of any of the Claims identified in (i), including Contribution Claims and Medicare Claims, and (iii) Extra-Contractual 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 or Interest against the Settling Insurers or Settling Insurer Policies, including:

- a. commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Settling Insurers or the property of the Settling Insurers;
- b. enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers;
- c. creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Settling Insurers or the property of the Settling Insurers;
- d. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Settling Insurers or the property of the Settling Insurers; 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 Insurer Injunction will be effective with respect to a Settling Insurer only as of the date that the Trust receives the Insurance Settlement Amount pursuant to the terms of the applicable Insurance Settlement Agreement. The Supplemental Settling Insurer Injunction bars the above-referenced actions against the Settling Insurers and the Settling Insurer Policies, but against no other person or thing; provided, however, nothing in this Supplemental Settling Insurer Injunction shall limit, or

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be deemed or otherwise interpreted to limit, the scope of the discharge or Channeling Injunction in favor of the Protected Parties. The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation.

12.5 Injunction Against Interference With Plan.

Upon entry of the Confirmation Order, all holders of Claims and Interests shall be precluded and enjoined from taking any actions to interfere with the implementation and consummation of the Plan.

12.6 Exculpation and Limitation of Liability.

From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party shall be released from, any Claim to any other Exculpated Party, Claimant, or any other party in interest, for any act or omission that occurred during and relating to the Chapter 11 Case or relating to the preparation and filing of the Chapter 11 Case, the formulation, negotiation, pursuit of confirmation, consummation of the Plan, or administration of the Plan or the property to be distributed under the Plan, the formulation and negotiation of an Insurance Settlement Agreement, or the seeking or obtaining of an Approval Order related to an Insurance Settlement Agreement, except for Claims arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Committee and the Debtor and their respective Agents shall be entitled to and granted the benefits of section 1125(e) of the Bankruptcy Code and the Channeling Injunction.

12.7 Limitation of Liability.

The Protected Parties, the Trust, the Trustee, and professionals employed by the foregoing shall not have any liability to any Person, including any governmental entity, or any Insurer, on account of payments made to a Survivor Claimant, except as set forth in this Plan, including Section 5.9 of this Plan.

12.8 Injunctions in Full Force and Effect.

All injunctions and/or stays provided for in the Plan, the injunctive provisions of sections 524 and 1141 of the Bankruptcy Code, and all injunctions or stays protecting any Settling Insurer that has purchased Settling Insurer Policies, free and clear of all Claims and Interests pursuant to sections 105, 363, and 1123 of the Bankruptcy Code, are permanent and will remain in full force and effect following the Effective Date of the Plan and are not subject to being vacated or modified.

12.9 Injunctions and Releases Integral.

The foregoing injunctive provisions and releases are an integral part of the Plan and are essential to its implementation. Any and all currently pending court proceedings, the continuation of which would violate Article XII of the Plan or the releases provided for under the Plan or Insurance Settlement Agreements shall be dismissed with prejudice, within twenty-one (21) days of the Effective Date of the Plan.

12.10 Timing.

The injunctions, releases and discharges (including the Channeling Injunction and the Supplemental Settling Insurer Injunction) to which any Settling Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation Order, the Approval Orders and the Bankruptcy Code shall only become effective when the Trust receives payment in full from the corresponding Settling Insurer pursuant to the terms of the Settling Insurers' Insurance Settlement Agreement, and the other conditions to effectiveness of the Insurance Settlement Agreements are fully met.

12.11 Title to and Vesting of Assets.

All property of the Debtor and the Estate is dealt with by this Plan. Therefore, on the Effective Date, to the fullest extent allowed by sections 1141(b) and 1141(c) of the Bankruptcy Code, all property of the Debtor and the Estate, including Retained Claims, shall vest in the Reorganized Debtor and such property shall be free and clear of all Interests and Claims of all Persons, except as explicitly provided in the Plan. From and after the Effective Date, the Reorganized Debtor may operate, use, acquire, and dispose of property in accordance with the Plan, free and clear of any restrictions of the Bankruptcy Code and the Bankruptcy Rules, and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided in this Plan. The Reorganized Debtor may pursue any Retained Claims at the discretion of the Reorganized Debtor and will retain the proceeds thereof, if any.

12.12 No Bar on Certain Claims.

Notwithstanding the foregoing injunctions and Plan provisions, nothing in this Plan shall be construed to bar either (a) a Claim based on Abuse that is not a Survivor Claim; or (b) a Coverage Claim relating to a Claim described in the foregoing clause under an insurance policy other than the Settling Insurer Policies.

12.13 Defense and Indemnity for Covered Non-Survivor Claims.

After the Effective Date, the Reorganized Debtor will defend and indemnify the Trust and any Protected Party with respect to any Covered Non-Survivor Claims, and, if required by the Insurance Settlement Agreements, will defend and indemnify the Settling Insurers with respect to any Claims enjoined under Section 12.4 hereof. The Reorganized Debtor may not seek insurance coverage for the Claims defended or indemnified under this Section 12.13 from the Settling Insurers. Nothing in this provision or any other Plan provision is intended to suggest that any Covered Non-Survivor Claim is a Channeled Claim, that any Person is entitled to obtain a

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judgment on a Covered Non-Survivor Claim, that such judgment would be covered under any Settling Insurer Policy, or that any Person is entitled to seek coverage for such judgment against any Protected Party, Settling Insurer, or the Trust in violation of the Discharge, Channeling Injunction, or Supplemental Settling Insurer Injunction. For the avoidance of doubt, nothing contained in this **Section 12.13** of this Plan is intended to provide, expand, modify or add coverage for the Debtor or any other Protected Party under any Settling Insurer Policy to cover the Debtor's indemnification of any Covered Non-Survivor Claims.

12.14 Cancellation of Instruments.

On the Effective Date, all instruments evidencing or creating any indebtedness or obligation of the Debtor, except such instruments that are authorized or issued under this Plan, shall be cancelled and extinguished. The holders of, or parties to, the cancelled notes and other agreements and instruments shall have no rights relating to such notes, share certificates, and other agreements and instruments or the cancellation thereof, except any rights provided pursuant to this Plan.

12.15 Dissolution of the Committee.

On the Effective Date, the Committee shall be dissolved, and the members thereof and the professionals retained thereby shall be released and discharged from their respective fiduciary obligations.

ARTICLE XIII RETENTION OF JURISDICTION

13.1 By the Bankruptcy Court.

~~Not a fully adopted Section 541(b) of the Debtor's Chapter 11 plan, but a limited consent to jurisdiction of the Bankruptcy Court over the Debtor's post-Effective Date jurisdiction shall include jurisdiction:~~

- a. over disputes concerning the ownership of Claims;
- b. over disputes concerning the distribution or retention of assets under the Plan;
- c. over objections to Claims, motions to allow late-filed Claims, and motions to estimate Claims;
- d. over proceedings to determine the extent, validity, or priority of any Lien asserted against property of the Debtor, the Estate, or Trust, or property abandoned or transferred by the Debtor, the Estate, or the Trust;
- e. over motions to approve Insurance Settlement Agreements entered into after the Effective Date by the Trustee;
- f. over matters related to the assets of the Estate or of the Trust, including the terms of the Trust, or the recovery, liquidation, or abandonment of Trust Assets;

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- g. the removal of the Trustee and the appointment of a successor Trustee;
- h. over matters relating to the subordination of Claims;
- i. to enter and implement such orders as may be necessary or appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- j. to consider and approve modifications of or amendments to the Plan, to cure any defects or omissions or to reconcile any inconsistencies in any order of the Bankruptcy Court, including the Confirmation Order;
- k. to issue orders in aid of execution, implementation, or consummation of the Plan, including the issuance of orders enforcing any and all releases and injunctions issued under or pursuant to this Plan and any Insurance Settlement Agreement;
- l. over disputes arising from or relating to the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;
- m. over requests for allowance of payment of Claims entitled to priority under sections 507(a)(2) and 503(b) of the Bankruptcy Code and any objections thereto;
- n. over all applications for compensation under sections 327, 328, 329, and 330 of the Bankruptcy Code;
- o. over matters concerning state, local, or federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- p. over conflicts and disputes among the Trust, the Reorganized Debtor, and holders of Claims;
- q. over disputes concerning the existence, nature, or scope of the Discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
- r. to 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 Debtor or its property, the Reorganized Debtor or its property, the Estate or its property, the Trust or its property, Trustee, the Professionals, or the Confirmation Order;
- s. to address issues raised by the United States Trustee regarding any obligation of the Debtor post-confirmation;
- t. ~~s-~~to enter a Final Decree closing the Chapter 11 Case;
- u. ~~t-~~to enforce all orders previously entered by the Bankruptcy Court; and

v. ~~u.~~ over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to the Chapter 11 Case or the Plan.

13.2 By the District Court.

~~Revised Chapter 11 Plan, filed 11/18/22, at 11:00 AM.~~

13.3 Actions to Collect Amounts Owed Pursuant to the Plan.

The Debtor, the Reorganized Debtor, and the Trust may, but are not required to, commence an Action to collect amounts owed pursuant to the Plan for any settlements referred to in the Plan or later approved by the Bankruptcy Court, which are not paid in accordance with the terms of such settlement. Any such Action may be commenced by filing a motion in aid of confirmation with the Bankruptcy Court.

13.4 Case Closure.

The existence and continued operation of the Trust shall not prevent the Bankruptcy Court from closing the Chapter 11 Case. The Trustee will not take any actions to unreasonably keep the case open. In an action involving the Trust, any costs incurred in reopening the Chapter 11 Case, including any Statutory Fees and Court Costs, will be paid by the Trustee from the Trust Assets.

**ARTICLE XIV
INCORPORATION OF CHILD PROTECTION PROTOCOLS**

14.1 Child Protection Protocols.

The Child Protection Protocols are incorporated into the Plan.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

15.1 Modification of the Plan.

The Debtor, with the consent of the Committee and Settling Insurers, may modify the Plan at any time prior to the confirmation hearing, in accordance with section 1127(a) of the Bankruptcy Code. After the Confirmation Date and prior to substantial consummation, the Debtor, with the consent of the Committee and Settling Insurers, may modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court. Notwithstanding the foregoing, those provisions of the Plan that implement and supplement the Insurance Settlement Agreements, including the provisions in Article VI and Article XII, may not be severed, waived, amended, deleted, or otherwise modified without the prior written approval of

all of the Settling Insurers affected by such severance, waiver, amendment, deletion, or modification.

15.2 United States Trustee Reports.

From the Effective Date until the Chapter 11 Case is closed, the Reorganized Debtor shall, within thirty (30) days of the end of each fiscal quarter, file with the Bankruptcy Court and submit to the United States Trustee, quarterly reports setting forth all receipts and disbursements as required by the United States Trustee guidelines. The Reorganized Debtor will not be required to file monthly operating reports or provide copies of bank account statements.

15.3 Severability of Plan Provisions.

Except as specifically provided herein, the terms of the Plan constitute interrelated compromises and are not severable, and no provision of the Plan may be stricken, altered, or invalidated, except by amendment of the Plan by the Plan Proponents with the consent of the Settling Insurers.

15.4 Regulated Rates.

This Plan affects no rates subject to approval by any governmental regulatory commission.

15.5 Successors and Assigns.

The rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person.

15.6 Governing Law.

The rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflict of laws.

15.7 Construction.

The section headings contained in this Plan are for reference purposes and shall not affect in any way the meaning or interpretation of the Plan. To the extent of any inconsistencies between the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions of the Plan shall govern.

15.8 Revocation.

The Debtor reserves the right to revoke and withdraw the Plan, prior to entry of the Confirmation Order.

15.9 Controlling Documents.

In the event and to the extent that any provision of the Plan or Trust Agreement is inconsistent with any provision of the Disclosure Statement, the provisions of the Plan or Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of the Trust Agreement (other than provisions relating to the Trustee's authority to act) is inconsistent with any provision of this Plan, this Plan shall control and take precedence. In the event and to the extent that any provision of the Confirmation Order is inconsistent with any provision of the Plan or the Trust Agreement, the provisions of the Confirmation Order shall control and take precedence. In the event any provision of any agreement referred to in foregoing sentences is inconsistent with an Insurance Settlement Agreement, the Insurance Settlement Agreement shall control.

15.10 Notices.

Any notices or requests by parties in interest under or in connection with the Plan shall be in writing and served either by: (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the following parties:

If to the Debtor
or the Reorganized Debtor: Roman Catholic Diocese of Harrisburg
Attn: Vicar General
4800 Union Deposit Road
Harrisburg, Pennsylvania 17111

with a copy to: Waller Lansden Dortch & Davis, LLP
Attn: Blake D. Roth & Tyler N. Layne
511 Union Street, Suite 2700
Nashville, Tennessee 37219
blake.roth@wallerlaw.com
tyler.layne@wallerlaw.com

-and-

Kleinbard LLC
Attn: Matthew H. Haverstick & Joshua J. Voss
Three Logan Square
1717 Arch Street, 5th Floor
Philadelphia, Pennsylvania 19103
mhaverstick@kleinbard.com
jvoss@kleinbard.com

If to the Trust or the Trustee: DW Harrow & Assoc., LLC
1880 State Highway 309
Kerens, Texas 75144

15.11 Filing of Additional Documents.

At any time before substantial consummation, the Debtor, the Trust, or the 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.

15.12 Direction to a Party.

On and after the Effective Date, the Trust or the Reorganized Debtor, as applicable, may apply to the Bankruptcy Court for entry of an order directing any Person to execute or deliver or to join in the execution or delivery of any instrument or document reasonably necessary or reasonably appropriate to effect a transfer of properties dealt with by the Plan, and to perform any other act (including satisfaction of any lien or security interest) that is reasonably necessary or reasonably appropriate for the consummation of the Plan.

15.13 Certain Actions.

By reason of entry of the Confirmation Order, prior to, on, or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the Debtor under the Plan, including (a) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan and (b) the adoption, execution, and implementation of other matters provided for under the Plan involving the Debtor or organizational structure of the Debtor, shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as appropriate), pursuant applicable non-bankruptcy law, without any requirement of further action by the officers of the Debtor.

15.14 Plan as Settlement Communication.

The Plan furnishes or offers or promises to furnish (or accepts or offers or promises to accept) valuable consideration in compromising or attempting to compromise Claims and Causes of Action that are disputed as to validity or amount (including Survivor Claims and the Insurance Coverage Adversary Proceeding), except as otherwise provided above. Accordingly, the Plan, the Disclosure Statement, and any communications regarding the Plan or the Disclosure Statement are subject in all respects to Rule 408 of the Federal Rules of Evidence and any comparable provision(s) of applicable state law precluding their use as evidence of liability for, or the validity or invalidity of, any Disputed Claim or Cause of Action. Except as expressly set forth in this Plan, nothing in this Plan is intended to constitute a compromise of Survivor Claims.

15.15 Other Rights.

Except as expressly set forth in this Plan, nothing in the Plan shall preclude any Person from asserting in any proceeding, or against any award or judgment entered in such proceeding, any and all rights that may be accorded under Pennsylvania law, or any other applicable statutory or common law, of contribution, indemnity, reduction, credit, or setoff, arising from the settlement and resolution of the Survivor Claims.

**ARTICLE XVI
BANKRUPTCY RULE 9019 REQUEST**

Pursuant to Bankruptcy Rule 9019 and through the Plan, the Plan Proponents request approval of all compromises and settlements included in the Plan.

**ARTICLE XVII
CONFIRMATION REQUEST**

The Plan Proponents request confirmation of the Plan under section 1129 of the Bankruptcy Code, with respect to any Impaired Class that does not accept the Plan or is deemed to reject the Plan.

[Signature page for Joint Plan of Reorganization]

IN WITNESS WHEREOF, the undersigned has executed this Joint Chapter 11 Plan of Reorganization this 18th day of November, 2022.

ROMAN CATHOLIC DIOCESE OF
HARRISBURG

/s/ Ronald W. Gainer
Most Rev. Ronald W. Gainer, D.D., J.C.L., Bishop

/s/ Blake D. Roth
Blake D. Roth (State Bar No. 306951)
Tyler N. Layne (admitted *pro hac vice*)
WALLER LANSDEN DORTCH & DAVIS, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Telephone: 615.244.6380
Email: blake.roth@wallerlaw.com
tyler.layne@wallerlaw.com

-and-

KLEINBARD, LLC
Matthew H. Haverstick (State Bar No. 85072)
Joshua J. Voss (State Bar No. 306853)
Three Logan Square
1717 Arch Street, 5th Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 568-2000
Facsimile: (215) 568-0140
Email: mhaverstick@kleinbard.com
jvoss@kleinbard.com

Counsel for Roman Catholic Diocese of Harrisburg

[Signature page for Joint Plan of Reorganization]

IN WITNESS WHEREOF, the undersigned has executed this Joint Chapter 11 Plan of Reorganization this 18th day of November, 2022.

THE OFFICIAL COMMITTEE OF
TORT CLAIMANTS CREDITORS

/s/ Lara F. McKeever

By: Lara F. McKeever

Its: Chairperson

/s/ Robert T. Kugler

Robert T. Kugler (State Bar No. 194116)

Edwin H. Caldie (State Bar No. 388930)

STINSON LLP

50 South Sixth Street, Suite 2600

Minneapolis, MN 55402

Telephone: (612) 335-1500

Facsimile: (612) 335-1657

Email: robert.kugler@stinson.com

ed.caldie@stinson.com

*Counsel for Official Committee of Tort
Claimants*

Document comparison by Workshare 10.0 on Tuesday, December 20, 2022
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Input:	
Document 1 ID	netdocuments://4875-7102-9529/8
Description	RCDH - Restructuring - Joint Plan of Reorganization
Document 2 ID	netdocuments://4870-2014-6244/2
Description	RCDH - Restructuring - Amended Joint Chapter 11 Plan
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	179
Deletions	168
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	351

EXHIBIT A
PARISHES, SCHOOLS, AND RELATED NON-DEBTOR ENTITIES

PARISHES

Annunciation of the Blessed Virgin Mary
26 North Third Street, McSherrystown, PA 17344

Assumption of the Blessed Virgin Mary
119 South Prince Street, Lancaster, PA 17603

Assumption of the Blessed Virgin Mary
2 N 8th St, Lebanon, PA 17046

Basilica of the Sacred Heart of Jesus
30 Basilica Dr, Hanover, PA 17331

Cathedral Parish of Saint Patrick
212 State Street, Harrisburg, PA 17101

Christ the King Mission
Mendenhall Lane, Benton, PA 17814

Corpus Christi
320 Philadelphia Avenue, Chambersburg, PA 17201

Divine Redeemer
300 West Avenue, Mount Carmel, PA 17851

Good Shepherd
3435 Trindle Road, Camp Hill, PA 17011

Holy Angels
855 Scott Street, Kulpmont, PA 17834

Holy Family
555 South 25th Street, Harrisburg, PA 17104

Holy Infant Church
535 Conewago Creek Rd, Manchester, PA 17345

Holy Name of Jesus
6150 Allentown Boulevard, Harrisburg, PA 17112

Holy Spirit

300 West Pine Street, Palmyra, PA 17078

Holy Trinity

409 Cherry Street, Columbia, PA 17512

Immaculate Conception

1730 Fowler Avenue, Berwick, PA 18603

Immaculate Conception

106 Carlisle Street, New Oxford, PA 17350

Immaculate Conception

309 South George Street, York, PA 17401

Immaculate Conception of the Blessed Virgin Mary

256 Tract Road, Fairfield, PA 17320

Immaculate Heart of Mary

6084 West Canal Road, Abbottstown, PA 17301

Mary Gate of Heaven

188 West Mckinley Avenue, Myerstown, PA 17067

Mary Mother of the Church

625 Union School Road, Mount Joy, PA 17552

Mother Cabrini

214 North Shamokin Street, Shamokin, PA 17872

Our Lady Help of Christians

732 East Main Street, Lykens, PA 17048

Our Lady of Fatima Mission

560 North Mill Street, Jonestown, PA 17038

Our Lady of Good Counsel

121 Williams St, Marysville, PA 17053

Our Lady of Hope

863 West Chestnut Street, Coal Township, PA 17866

Our Lady of Lourdes

225 Salt Road, Enola, PA 17025

Our Lady of Lourdes

150 Water Street, New Holland, PA 17557

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Our Lady of Mercy

304 Slabtown Road, Catawissa, PA 17820

Our Lady of Mount Carmel

47 South Market Street, Mount Carmel, PA 17851

Our Lady of Refuge Mission

21169 Cross Road, Doylesburg, PA 17219

Our Lady of the Blessed Sacrament

2121 North 3rd Street, Harrisburg, PA 17110

Our Lady of the Visitation

305 North Prince Street, Shippensburg, PA 17257

Our Mother of Perpetual Help

320 Church Avenue, Ephrata, PA 17522

Prince of Peace

815 South 2nd Street, Steelton, PA 17113

Queen of Peace

202 Zimmerman Road, Millersburg, PA 17061

Queen of the Most Holy Rosary

599 W Center St, Elysburg, PA 17824

Sacred Heart of Jesus

2596 Cornwall Road, Cornwall, PA 17016

Sacred Heart of Jesus

558 West Walnut Street, Lancaster, PA 17603

Sacred Heart of Jesus

814 Saint Louis Street, Lewisburg, PA 17837

Sacred Heart of Jesus

106 N Dorcas St, Lewistown, PA 17044

Sacred Heart of Jesus

1031 Sprenkle Rd, Spring Grove, 17362

Saint Aloysius

29 South Queen Street, Littlestown, PA 17340

Saint Andrew the Apostle

[4849-1945-1062.12](tel:4849-1945-1062.12)

12 North Broad Street, Waynesboro, PA 17268

Saint Anne

929 North Duke Street, Lancaster, PA 17602

Saint Anthony of Padua

501 East Orange Street, Lancaster, PA 17602

Saint Benedict the Abbot

1300 Lehman Street, Lebanon, PA 17046

Saint Bernadette Mission

901 North High Street, Duncannon, PA 17020

Saint Bernard

811 Shermans Valley Road, New Bloomfield, PA 17068

Saint Catherine Laboure

4000 Derry Street, Harrisburg, PA 17111

Saint Catherine of Siena

955 Robert Fulton Highway, Quarryville, PA 17566

Saint Cecilia's Church

120 East Lehman Street, Lebanon, PA 17046-3998

Saint Columba

Iron St & E 3rd St, Bloomsburg, PA 17815

Saint Elizabeth Ann Seton

310 Hertzler Road, Mechanicsburg, PA 17055

Saint Francis of Assisi

1439 Market Street, Harrisburg, PA 17103

Saint Francis Xavier

455 Table Rock Road, Gettysburg, PA 17325

Saint George Mission

775 Forest Hill Road, Mifflinburg, PA 17844

Saint Ignatius Loyola

1095 Church Road, Orrtanna, PA 17353

Saint James

505 Woodcrest Avenue, Lititz, PA 17543

Saint Joan of Arc

[4849-1945-1062.12](https://www.4849-1945-1062.12)

359 West Areba Avenue, Hershey, PA 17033

Saint John Neumann

601 East Delp Road, Lancaster, PA 17601

Saint John the Baptist

315 North Constitution Avenue, New Freedom, PA 17349

Saint Joseph

721 Monroe Street, Berwick, PA 18603

Saint Joseph

251 East Main Street, Dallastown, PA 17313

Saint Joseph

68 Center Street, Danville, PA 17821

Saint Joseph

5055 Grandview Road, Hanover, PA 17331

Saint Joseph

440 St Joseph St, Lancaster, PA 17603

Saint Joseph

410 East Simpson Street, Mechanicsburg, PA 17055

Saint Joseph

109 Broadway Street, Milton, PA 17847

Saint Joseph

2935 Kingston Road, East York, York, PA 17402

Saint Joseph the Worker

12 East Hanover Street, Bonneauville, PA 17325

Saint Jude Thaddeus

3918 William Penn Hwy, Mifflintown, PA 17059

Saint Katharine Drexel

1 Peter Drive, Mechanicsburg, PA 17050

Saint Leo the Great

2427 Marietta Avenue, Lancaster, PA 17601

Saint Luke The Evangelist Mission

115 Overhill Dr, Mercersburg, PA 17236

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Saint Margaret Mary Alacoque
2800 Paxton Church Road, Harrisburg, PA 17110

Saint Mark the Evangelist
395 South Ridge Avenue, Greencastle, PA 17225

Saint Matthew
607 Stoney Creek Drive, Dauphin, PA 17018

Saint Monica
109 Market Street, Sunbury, PA 17801

Saint Patrick
152 East Pomfret Street, Carlisle, PA 17013

Saint Patrick
331 West Shamokin Street, Trevorton, PA 17881

Saint Patrick
219 South Beaver Street, York, PA 17401

Saint Paul the Apostle
125 Spruce Street, Annville, PA 17003

Saint Peter
121 South 2nd Street, Columbia, PA 17512

Saint Peter
1840 Marshall Dr, Elizabethtown, PA 17022

Saint Peter Son Korean Catholic Community
571 Valley Road, Enola, PA 17025

Saint Philip the Apostle
2111 Millersville Pike, Lancaster, PA 17603

Saint Pius X
112 Fairview Drive, Selinsgrove, PA 17870

Saint Richard
110 N. Oak Street, Manheim, PA 17545

Saint Rita
13219 Monterey Lane, Blue Ridge Summit, PA 17214

Saint Rose of Lima

[4849-1945-1062.12](#)

950 West Market Street, York, PA 17401

Saint Theresa of the Infant Jesus

1300 Bridge Street, New Cumberland, PA 17070

Saint Vincent de Paul

220 3rd Street, Hanover, PA 17331

San Juan Bautista

425 South Duke Street, Lancaster, PA 17602

Seven Sorrows of the Blessed Virgin Mary

280 North Race Street, Middletown, PA 17057

SCHOOLS

SAINT COLUMBA SCHOOL

40 East Third Street, Bloomsburg, PA 17815

TRINITY HIGH SCHOOL

3601 Simpson Ferry Road, Camp Hill, PA 17011

SAINT PATRICK SCHOOL

87 Marsh Drive, Carlisle, PA 17013

CORPUS CHRISTI SCHOOL

305 North Second Street, Chambersburg, PA 17201

OUR LADY OF LOURDES REGIONAL SCHOOL

Clinton Avenue, Coal Township, PA 17866-1699

OUR LADY OF THE ANGELS SCHOOL

404 Cherry Street, Columbia, PA 17512

SAINT CYRIL PRE-SCHOOL AND KINDERGARTEN

1002 Railroad Street, Danville, PA 17821-1699

SAINT JOSEPH SCHOOL

1027 Ferry Street, Danville, PA 17821

OUR MOTHER OF PERPETUAL HELP SCHOOL

330 Church Avenue, Ephrata, PA 17522-1737

SAINT FRANCIS XAVIER SCHOOL

465 Table Rock Road, Gettysburg, PA 17325

SAINT JOSEPH SCHOOL

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5125 Grandview Road, Hanover, PA 17331

SAINT TERESA OF CALCUTTA SCHOOL

55 Basilica Drive, Hanover, PA 17331

BISHOP McDEVITT HIGH SCHOOL

1 Crusader Way, Harrisburg, PA 17111

HARRISBURG CATHOLIC ELEMENTARY SCHOOL

555 South 25th Street, Harrisburg, PA 17104

-and-

212 State Street, Harrisburg, PA 17101

HOLY NAME OF JESUS SCHOOL

6190 Allentown Boulevard, Harrisburg, PA 17112

[REDACTED]

4020 Derry Street, Harrisburg, PA 17111-2269

SAINT MARGARET MARY ALACOQUE SCHOOL

2826 Herr Street, Harrisburg, PA 17103-1817

SAINT JOAN OF ARC SCHOOL

329 West Areba Avenue, Hershey, PA 17033

LANCASTER CATHOLIC HIGH SCHOOL

650 Juliette Avenue, Lancaster, PA 17601

RESURRECTION SCHOOL

521 East Orange Street, Lancaster, PA 17602

SACRED HEART OF JESUS SCHOOL

235 Nevin Street, Lancaster, PA 17603

SAINT JOHN NEUMANN SCHOOL

601 E. Delp Road, Lancaster, PA 17601

SAN JUAN BAUTISTA LEARNING CENTER

425 South Duke Street, Lancaster, PA 17602

SACRED HEART OF JESUS SCHOOL

110 North Dorcas Street, Lewistown, PA 17044

DELONE CATHOLIC HIGH SCHOOL

140 South Oxford Avenue, McSherrystown, PA 17344

SAINT JOSEPH ACADEMY PRE-SCHOOL

[4849-1945-1062.12](tel:4849-1945-1062.12)

90 Main Street, McSherrystown, PA 17344

SAINT TERESA OF CALCUTTA SCHOOL

316 North Street, McSherrystown, PA 17344

SAINT JOSEPH SCHOOL

420 East Simpson Street, Mechanicsburg, PA 17055

SEVEN SORROWS OF THE BLESSED VIRGIN MARY SCHOOL

360 East Water Street, Middletown, PA 17057

SAINT THERESA SCHOOL

1200 Bridge Street, New Cumberland, PA 17070

SAINT JOHN THE BAPTIST SCHOOL

315 North Constitution Avenue, New Freedom, PA 17349

SAINT LEO THE GREAT SCHOOL

2427 Marietta Avenue, Lancaster, PA 17601

SAINT ANDREW SCHOOL

213 East Main Street, Waynesboro, PA 17268-1621

SAINT JOSEPH SCHOOL

2945 Kingston Road, York, PA 17402

HOLY TRINITY SCHOOL

235 South Beaver Street, York, PA 17401-5401

SAINT ROSE OF LIMA SCHOOL

115 North Biesecker Road, Thomasville, PA 17364

YORK CATHOLIC HIGH SCHOOL

601 East Springettsbury Avenue, York, PA 17403

[LEBANON CATHOLIC SCHOOL](#)

[1400 Chestnut St, Lebanon, PA 17042](#)

[GOOD SHEPHERD SCHOOL](#)

[3400 Market St, Camp Hill, PA 17011](#)

[HOLY FAMILY SCHOOL](#)

[555 S 25th St, Harrisburg, PA 17104](#)

[SAINT ANNE CATHOLIC SCHOOL](#)

[108 E Liberty St, Lancaster, PA 17602](#)

[4849-1945-1062.12](#)

RELATED NON-DEBTOR ENTITIES

Roman Catholic Diocese of Harrisburg Charitable Trust

Roman Catholic Diocese of Harrisburg Real Estate Trust

Each Parish Charitable Trust (as defined in the Disclosure Statement)

Diocese of Harrisburg School and Parish Trust Fund (as defined in the Disclosure Statement)

FOCUS Trust (as defined in the Disclosure Statement)

Harrisburg Catholic Administrative Services, Inc.

Pennsylvania Catholic Conference

Catholic Charities of the Diocese of Harrisburg, Pennsylvania Inc.

Kolbe Catholic Publishing, Inc.

All Diocesan Cemeteries (as defined in the Disclosure Statement)

The Catholic Witness

The Priest Pension Plan (as defined in the Disclosure Statement)

[St. Lawrence of Rome Deacon and Martyr Quasi Parish](#)

[Free Health Care Center of Central Pennsylvania, Inc.](#)

[Paradise School, Inc.](#)

[Sylvan Heights, Inc.](#)

EXHIBIT B
SETTLING INSURERS

<u>Settling Insurer</u>	<u>Amount</u>
Travelers Indemnity Company and certain of its affiliates	\$750,000
Certain Underwriters at Lloyd's, London subscribing to Policy Nos. 74/16553; SL 3042; SL 3235; SL 3711; ISL 3108; ISL 3580; ISL 3869; 74-16553-2; SL 3238; ISL 3109; SL 3439; SL 3873; ISL 3110; ISL 3582; and all others issued prior to July 25, 1993, and Solvent London Market Companies: Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Co Ltd.); RiverStone Insurance (UK) Limited (successor in interest to Terra Nova Insurance Company Limited); Sompo Japan Nipponkoa Insurance Company of Europe Limited (formerly known as the Yasuda Fire & Marine Insurance Company (U.K.) Ltd.); Dominion Ins. Co. Ltd.; St. Katherine Insurance Co.; Assicurazioni Generali T.S.; Taisho Marine & Fire Insurance Co.; and Allianz International Insurance Co.	\$2,500,000
The National Catholic Risk Retention Group	\$850,000
The Catholic Mutual Relief Society of America	\$200,000
Interstate Fire & Casualty Company	\$4,000,000
Zurich American Insurance Company, as successor by merger to Maryland Casualty Company	\$2,450,000

Total Contributions: \$10,750,000

EXHIBIT C
TRUST AGREEMENT

**ROMAN CATHOLIC DIOCESE OF HARRISBURG
SETTLEMENT TRUST AGREEMENT**

This trust agreement (the “*Trust Agreement*”) is made and entered into by and between the Roman Catholic Diocese of Harrisburg (the “*Debtor*”) and DW Harrow & Assoc., LLC (the “*Trustee*”) pursuant to the Chapter 11 Plan of Reorganization (together with any and all amendments, exhibits, and schedules, the “*Plan*”)¹ filed in the Debtor’s chapter 11 bankruptcy case, case number 1:20-bk-00599 (HWV), pending before the United States Bankruptcy Court for the Middle District of Pennsylvania (the “*Bankruptcy Court*”).

RECITALS

- A. On February 19, 2020, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
- B. The Debtor has sought entry of a Confirmation Order with respect to the Plan.
- C. The Plan contemplates the creation and existence of the Settlement Trust (the “*Trust*”) and the transfer and assignment to the Trust of the Trust Assets.
- D. Pursuant to the Plan, the Trust is to use the Trust Assets to pay Survivor Claims and otherwise carry out the purposes of the Plan.
- E. The Trust is established for the benefit of Survivor Claimants and is intended to qualify as a “Designated” or “Qualified Settlement Fund” ~~under the Bankruptcy Code.~~

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and 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:

DECLARATION OF TRUST

Subject to approval by the Bankruptcy Court, the Debtor absolutely assigns to the Trustee, and to its successors in trust and its successors and assigns, all rights, title, and interest of the Debtor in and to the Trust Assets;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth in this Trust Agreement and for the benefit of the Beneficiaries (as defined below) as and to the extent provided in the Plan, and for the performance of, and compliance with, the terms of this Trust Agreement, the Plan, and the Confirmation Order;

PROVIDED, HOWEVER, that upon termination of the Trust in accordance with Article IV of this Trust Agreement, this Trust Agreement shall cease, terminate, and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Trustee upon the further covenants and terms and subject to the

¹ Unless otherwise defined in this Trust Agreement, capitalized terms shall have the meanings ascribed to them in the Plan, Confirmation Order (as defined in the Plan), or Bankruptcy Code (as defined in the Plan).

conditions set forth in this Trust Agreement.

1. AGREEMENT OF TRUST.

1.1. Creation and Name. The Debtor hereby creates the Trust known as the “Roman Catholic Diocese of Harrisburg Settlement Trust,” which is Trust provided for in Article IV of the Plan. In the event of any inconsistency between the Plan and this Trust Agreement, the terms of the Plan shall govern.

1.2. Purpose. The purpose of the Trust is to assume responsibility for preserving, managing, and distributing Trust Assets to Survivor Claimants in accordance with the Trust Agreement and the requirements of the Plan and Confirmation Order.

1.3. Transfer of Trust Assets. Pursuant to the Plan and upon the Confirmation Order becoming a Non-Appealable Order, the Debtor will irrevocably transfer, absolutely grant, assign, convey, set over and deliver to the Trust at all times as set forth in the Plan, all of the Debtor’s rights, titles, and interests in and to the Trust Assets to be held in trust and for the uses and purposes stated in this Trust Agreement and in the Plan. The Trustee is hereby authorized to file with the proper governmental authorities any and all documents necessary or helpful to establish the Trust.

1.4. Transfer of Confidential Information. The Trustee shall maintain the confidentiality of all documents and follow the confidentiality procedures provided for in the Bankruptcy Court’s *Order Authorizing the Debtor to File Under Seal Portions of Schedule E/F, the Creditor Matrix, and Other Pleadings and Documents* (Dkt. No. 42) and *Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Sexual Abuse Claim Form; (III) Approving Form and Manner of Notice; and (IV) Approving Confidentiality Procedures* (Dkt. No. 291).

1.5. Irrevocability. The Trust shall be irrevocable. The Debtor shall not alter, amend, revoke, or terminate the Trust. The Debtor shall have no power or authority to direct the Trustee to return any of the Trust Assets to the Debtor.

1.6. Beneficiaries. The beneficiaries of the Trust are Survivor Claimants under the Plan whose Claims are allowed by the Survivor Claims Reviewer (the “**Beneficiaries**”).

1.7. Acceptance of Assets and Assumption of Liabilities.

1.7.1. In furtherance of the purposes of the Trust, the Trustee hereby accepts the role of trustee of the Trust and accepts the grant, assignment, transfer, conveyance, and delivery of the Trust Assets to the Trust, subject to the terms and conditions set forth in this Trust Agreement, the Plan, and the Confirmation Order.

1.7.2. In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing Trust Assets to the Beneficiaries. The Claims of the Beneficiaries will be evaluated by the Survivor Claims Reviewer in accordance with the Trust Distribution Plan, which is attached to the Plan as **Exhibit I**.

1.7.3. The Trustee shall have all of the rights, powers, and duties set forth in this Trust Agreement, the Trust Distribution Plan, and the Plan, and available under applicable law, for accomplishing the purposes of the Trust. The Trustee’s powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the applicable provisions of the Plan, the purpose of the Trust, and applicable law. The Trustee shall have the authority to bind the Trust within the limitations set forth in this

Trust Agreement, but shall be acting in the capacity as Trustee, and not individually, for all purposes contained in this Trust Agreement.

1.7.4. In furtherance of the purposes of the Trust, the Trustee assumes responsibility for: (a) making payments to the Beneficiaries; (b) receiving, collecting, liquidating, maintaining, and distributing the Trust Assets; and (c) fulfilling all other obligations of the Trust under this Trust Agreement, the Plan, and the Confirmation Order. The Trust will be administered consistent with the purpose of the Trust and 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 value of the Trust Assets or as otherwise provided in the Plan or Confirmation Order.

1.7.5. All Trust expenses and all liabilities of the Trust with respect to the Beneficiaries shall be payable solely by the Trustee out of the Trust Assets.

2. CORPUS OF TRUST.

2.1. Trust Composition. The Trust Assets shall include all property transferred to the Trust pursuant to the Plan, Confirmation Order, and any future orders of the Bankruptcy Court, including without limitation all rights of every kind, nature, and description transferred to the Trust pursuant to Article IV of the Plan.

2.2. Transfer to Trust. After the Confirmation Order becomes a Non-Appealable Order, pursuant to the Plan and Confirmation Order, title to and all rights and interests in the Trust Assets shall be transferred to the Trust free and clear of all Liens, claims, encumbrances or Interests of any kind in the Trust Assets of any other Person (including all Liens, claims, encumbrances or Interests of creditors of, or holders of claims against or Interests in the Debtor) in accordance with sections 1123, 1141, and 1146(a) of the Bankruptcy Code, except as otherwise provided for in the Plan. The Trustee, on behalf of the Trust, shall receive the Trust Assets when they are transferred to the Trust.

2.3. Trustee's Right to and Title and Interest in Trust Assets. Upon the transfer of the Trust Assets, the Trust succeeds to all of the Debtor's and Estate's right to and title, and Interest in the Trust Assets, and the Debtor and Estate shall have no further right to, or title, or Interest in or with respect to, the Trust Assets or this Trust, except as provided in this Trust Agreement, the Plan, or the Confirmation Order.

2.4. No Tax on Transfers to 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 this Trust, including any deeds, bills of sale, or assignments executed in connection with any transfer to the Trust or receipt or disposition/sale of assets by the Trust contemplated by the Plan, shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax, or similar tax.

2.5. Spendthrift Provision. To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or in part, shall be subject to (a) any legal or equitable claims of creditors of any Beneficiary or others, (b) legal process, or (c) voluntary or involuntary transfer, assignment, anticipation, pledge, or other form of alienation or encumbrance except as may be ordered by the Bankruptcy Court.

2.6. Trust Corpus. The entirety of the Trust's corpus shall be available to pay the Beneficiaries and authorized expenses. The Trust's corpus shall be allocated, administered, and distributed as provided in the Trust Distribution Plan, the Plan, and the Confirmation Order.

3. POWERS AND DUTIES OF TRUSTEE.

3.1. Trustee's Bond. The Trustee shall not be required to post any bond, surety, or other security for the performance of the Trustee's duties, unless otherwise ordered by the Bankruptcy Court, and, in the event the Trustee is so otherwise ordered, all reasonable costs and expenses of procuring any bond or surety shall be borne by the Trust and paid for from the Trust Assets.

3.2. Powers and Duties. The Trustee shall have, in addition to any other powers and duties conferred on the Trustee by applicable trust law (to the extent not inconsistent with applicable bankruptcy law, the Plan, and the Confirmation Order), the Plan, and the other provisions in this Trust Agreement, the following powers and duties:

- a. to act as custodian of, and to receive, control, manage, liquidate, monetize, and dispose of, all Trust Assets for the benefit of the Beneficiaries as the Trustee deems appropriate to accomplish the purpose of the Trust, in accordance with the terms contained in this Trust Agreement, the Plan, and the Confirmation Order;
- b. to abandon any property which the Trustee determines in the Trustee's reasonable discretion to be of *de minimis* value or of more burden than value to the Trust;
- c. to protect and enforce the rights in and to the Trust Assets by any method deemed appropriate, including without limitation by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;
- d. to enter into contracts in the course of administering the Trust Assets for liquidation and in conjunction with their disposition under this Trust Agreement and the Plan;
- e. to open and maintain bank accounts on behalf of the Trust, deposit funds in the bank accounts, and draw checks on the bank accounts, as appropriate under this Trust Agreement, the Plan, and the Confirmation Order;
- f. to obtain all reasonably necessary insurance coverage with respect to any property that is, or may in the future become, a Trust Asset;
- g. to incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs, and expenses of administering the Trust as provided in this Trust Agreement and the Plan, including: (i) the fees of bankruptcy claims and/or distribution agents; (ii) the fees and costs of professionals employed by the Trustee (the "***Professionals***"), including without limitation the Survivor Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors; (iii) the premiums charged by insurers, including without limitation professional liability insurers; (iv) reimbursement of any Statutory Fees and Court Costs incurred by the Debtor (A) in the event the Trustee opposes the closure of the Chapter 11 Case, from the date of the filing of any such opposition through the closure of the Chapter 11 Case or (B) should the Trustee reopen the Chapter 11 Case in the future;
- h. in accordance with the evaluation of the Survivor Claims Reviewer pursuant to the Trust Distribution Plan, to make distributions, in accordance with the Trust Distribution Plan to Beneficiaries who have provided signed copies of all required releases and forms;
- i. in the Trustee's discretion, to rely on the authenticity of the signature of the Survivor Claims Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Survivor Claims Reviewer in the administration of the Trust Distribution Plan and assessment of the Survivor Claims without any verification or confirmation;

j. in the Trustee's discretion, as a party in interest, to seek enforcement of any provision of the Plan pertaining to the Trust;

k. to retain any attorney-at-law, consultant, expert, accountant, investment advisor, bankruptcy management company or such other agents and advisors as are necessary and appropriate to effectuate the purpose of, and maintain and administer, the Trust and shall be entitled to rely on advice given by such advisors within his, her, or its areas of competence; provided, however, in no event shall the Trustee incur fees from any Professional, except the Trustee's primary legal counsel, in excess of \$50,000.00 without prior approval of the Bankruptcy Court;

l. in the Trustee's sole right and discretion, to appoint the Survivor Claims Reviewer, who the Trustee may subsequently remove for cause, which shall mean: (i) the willful and continued refusal by the Survivor Claims Reviewer to perform the Survivor Claims Reviewer's duties as set forth in this Trust Agreement, the Trust Distribution Plan, and the Plan; (ii) gross negligence, gross misconduct, fraud, embezzlement, or theft; (iii) a serious breach of fiduciary duty; or (iv) other cause as the Trustee shall in good faith determine;

m. in the event the Survivor Claims Reviewer resigns, is removed, or is otherwise unable to perform the Survivor Claims Reviewer's obligations, the Trustee shall have exclusive authority to appoint a new Survivor Claims Reviewer, and nothing contained in this Trust Agreement shall prohibit the Trustee from also serving as the Survivor Claims Reviewer, if the Trustee determines that serving as both the Trustee and the Survivor Claims Reviewer is in the best interest of the Trust and the Beneficiaries;

n. to make, sign, execute, acknowledge, and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan or the Trust or to maintain and administer the Trust;

o. to seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including without limitation Rule 2004 of the Bankruptcy Rules;

p. to amend, modify, or alter the Trust Agreement by filing a motion with the Bankruptcy Court, with notice to the Beneficiaries, the Reorganized Debtor, and any or all other parties in interest; provided, however, the amendments, modifications, or alterations may not be inconsistent with the terms of the Plan, the terms of the Confirmation Order, or the purpose of the Trust, as identified in Section 1.2 of this Trust Agreement;

q. upon any event terminating the Trust, to defer distribution of Trust Assets for a reasonable time needed to wind up the affairs of the Trust, including time needed to provide for payment of debts and expenses, although the Beneficiaries' rights to distributions shall vest immediately;

r. to comply with section 345 of the Bankruptcy Code with regard to the investment of the Trust Assets; provided, however, the Trustee is relieved of any obligation to diversify, regardless of whether such obligation would otherwise come from the Bankruptcy Code or any other applicable state or federal law;

s. to establish the accounts, funds, and reserves, as required by the Plan, for ease of administration; provided, however, nothing in this provision shall restrict the Trustee's authority to pool the accounts, funds, or reserves for investment purposes or require separate bank accounts for the accounts, funds, or reserves;

t. to be responsible for only the Trust Assets delivered to the Trust and have no duty to make, nor incur any liability for failing to make, any search for unknown property or liabilities; and

u. to cause the Trust to assume all duties, obligations and indemnification responsibilities outlined in the Plan and Insurance Settlement Agreements.

3.3. Limitations on the Trustee. Notwithstanding anything in this Trust Agreement to the contrary, the Trustee shall not do or undertake any of the following: (a) guaranty any debt other than as provided for in this Trust Agreement or as required by the Plan; (b) loan Trust Assets (other than investments in cash and cash equivalents); (c) make any transfer or distribution of Trust Assets other than those authorized in this Trust Agreement, the Plan, or the Confirmation Order; (d) engage in any trade or business; or (e) engage in any investments or activities inconsistent with the treatment of the Trust as a “Designated” or “Qualified Settlement Trust.”

4. Termination of the Trust.

4.1. Pre-Confirmation Termination. The Trustee shall terminate the Trust if (a) the Confirmation Order does not become a Non-Appealable Order within one year from the date the Trust Agreement is executed by the Debtor and the Trustee or (b) the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code (the “*Pre-Confirmation Termination*”). Upon the Pre-Confirmation Termination of the Trust, the Trust Agreement shall be null and void and of no force and effect, with the Trustee and the Debtor both discharged from any and all duties and obligations provided for in this Trust Agreement.

4.2. Post-Confirmation Termination. The Trustee shall terminate the Trust after (a) the Trustee’s liquidation, administration, and distribution of the Trust Assets in accordance with this Trust Agreement and the Plan and (b) the Trustee’s full performance of all other duties and functions set forth in this Trust Agreement and the Plan (the “*Post-Confirmation Termination*”). The Trust shall terminate on the fifth (5th) anniversary of the Effective Date, provided, however, that Trustee may apply to the Bankruptcy Court for an extension of the Post-Confirmation Termination date.

4.3. Post-Confirmation Termination Procedures. After the Post-Confirmation Termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until the Trustee’s duties in this Trust Agreement have been fully performed. The Trustee shall retain the books, records, documents, and files that shall have been delivered to, or created by, the Trustee until distribution of all the Trust Assets. For purposes of this provision, the Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000. At the 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 distribution of the Trust Assets; and (b) the date until which the Trustee is required by applicable law to retain the books, records, documents, and files; provided that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents, or files relating to the Trust without giving the Reorganized Debtor and the Beneficiaries reasonable prior written notice.

4.4. Post-Confirmation Termination Distribution. Upon Post-Confirmation Termination of the Trust, provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments in the Trust, if any, including any investment earnings, to a charity supporting survivors of childhood sexual abuse as set forth in the Confirmation Order.

4.5. Discharge, Exculpation, and Exoneration. Upon Post-Confirmation Termination of the Trust and accomplishment of all activities described in this Article, the Trustee and the Trustee's Professionals shall be discharged and exculpated from liability, and the Trustee's bond (if any), shall be exonerated except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his designated agents or representatives. The Trustee may, at the expense of the Trust, seek an order of the Bankruptcy Court confirming the discharges, exculpations, and exoneration referenced in this Section.

5. IMMUNITY, LIABILITY, AND INDEMNIFICATION OF TRUSTEE.

5.1. Limitations on Liability. Neither the Trustee nor any of the Trustee's duly designated agents, representatives, or Professionals shall be liable for any act or omission taken or omitted by the 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 Trustee or the Trustee's designated agents, representatives, or Professionals. The Trustee may, in connection with the performance of the Trustee's functions, and in the Trustee's sole and absolute discretion, consult with the Trustee's Professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with the advice or opinions rendered by the Trustee's Professionals. Notwithstanding this authority, the Trustee shall be under no obligation to consult with the Trustee's Professionals, and the Trustee's good faith determination not to consult with the Trustee's Professionals shall not result in the imposition of liability on the Trustee, unless the determination is based on the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud. The provisions of this Article 5 are intended to be enforceable in accordance with 20 Pa.C.S. 7788, and the Debtor expressly acknowledges that the Trustee did not draft nor cause to be drafted the exculpatory terms of this Article 5.

5.2. No Recourse Against the Trustee Personally. No recourse shall be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, or Professional retained by the Trustee in accordance with the terms of this Trust Agreement, Plan, or Confirmation Order, 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 executed by the Trustee in implementation of this Trust Agreement or the Plan or by reason of the creation of any indebtedness by the Trustee under the Plan for any purposes authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that any promise, contract, instrument, undertaking, obligation, covenant, or trust agreement entered into by the Trustee, whether in writing or otherwise, shall be enforceable only against, and be satisfied only out of, the Trust Assets and shall be evidence only of a right of payment out of the Trust Assets. The Trustee may be held liable for the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability for these grounds is established, recourse may be had directly against the Trustee. The Trust will not be covered by a bond.

5.3. Indemnification. The Trustee, using Trust Assets, shall defend, indemnify, and hold harmless the Trustee, the Trustee's officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of the Commonwealth of Pennsylvania is entitled to defend, indemnify, and hold harmless its trustees, officers, directors, agents, representatives, and employees against any and all costs (including attorneys' fees and costs), judgments, awards, amounts paid in settlement, liabilities, expenses, claims, damages, or

losses incurred by them in the performance of their duties under this Trust Agreement; provided that neither the Trustee nor the Trustee's officers, directors, agents, representatives, or employees shall be defended, indemnified, or held harmless in any way for any liability, expense, claim, damage, or loss for which they are ultimately held liable under Section 5.1 or Section 5.2 of this Trust Agreement.

6. COMPENSATION AND EXPENSE REIMBURSEMENT OF TRUSTEE AND ITS AGENTS.

6.1. Trustee Compensation. The Trustee shall be entitled to receive compensation from the Trust Assets. The Trustee's average hourly rate shall be \$[385].

6.2. Compensation of the Trustee's Professionals. Any Professional retained by the Trustee pursuant to this Trust Agreement or the Plan will be entitled to reasonable compensation for services rendered paid by the Trustee from the Trust Assets.

6.3. Reimbursement of Expenses. Any and all reasonably necessary costs and expenses incurred by the Trustee and any Professional retained by the Trustee, in performing their respective duties under this Trust Agreement, will be reimbursed by the Trustee from the Trust Assets.

7. SUCCESSOR TRUSTEE.

7.1. Vacancy Caused by the Trustee's Resignation or Removal.

7.1.1. The Trustee may resign at any time upon thirty (30) days written notice to be filed with the Bankruptcy Court. The outgoing trustee (the "***Outgoing Trustee***") shall, within thirty (30) days after the Outgoing Trustee's resignation takes effect, deliver to the successor trustee (the "***Successor Trustee***") all of the Trust Assets which were in the possession of the Outgoing Trustee along with a complete list of Trust Assets and a complete accounting of all transactions engaged by the Outgoing Trustee while serving as the Trustee.

7.1.2. Any Survivor Claimant may petition the Bankruptcy Court to remove the Trustee.

7.1.3. ~~The Trustee shall be held harmless for any and all liabilities, claims, damages, or losses incurred by the Trustee.~~

7.2. Outgoing Trustee Obligations. In the event of the resignation or the removal of the Trustee, the Outgoing Trustee, in addition to the duties imposed under Sections 7.1.1 or 7.1.2, shall:

- a. execute and deliver by the effective date of the resignation or removal the documents, instruments, records, and other writings as may be reasonably requested by the Successor Trustee to effect the resignation or removal of the Outgoing Trustee and the conveyance of the Trust Assets to the Successor Trustee;
- b. deliver to the Successor Trustee all documents, instruments, records, and other writings relating to the Trust Assets as may be in the possession or under the control of the Outgoing Trustee;
- c. otherwise assist and cooperate in effecting the assumption of the Outgoing Trustee's obligations and functions by the Successor Trustee.

The Outgoing Trustee hereby irrevocably appoints the Successor Trustee (and any interim trustee) as the Outgoing Trustee's attorney-in-fact and agent with full power of substitution for the Outgoing Trustee and the Outgoing Trustee's name, place, and stead to do any and all acts that the Outgoing Trustee is obligated to perform under this Trust Agreement. The appointment of the Successor Trustee as the Outgoing Trustee's attorney-in-fact and agent shall not be affected by the

subsequent disability or incompetence of the Outgoing Trustee. The Bankruptcy Court may also enter any order necessary to effect the termination of the appointment of the Outgoing Trustee and the subsequent appointment of the Successor Trustee.

7.3. Appointment of Successor Trustee. Any vacancy in the office of the Trustee shall be filled by the nomination of a majority of the members of the Committee (notwithstanding dissolution of the Committee on the Effective Date), subject to the approval of the Bankruptcy Court, after notice and a hearing. If at least two (2) members of the Committee do not participate in the nomination of the Successor Trustee within ten (10) days after the Outgoing Trustee resigns, is removed, or otherwise becomes unable to serve, Stinson LLP, bankruptcy counsel to the Committee, shall designate a successor after notice to Beneficiaries and the Reorganized Debtor and a hearing, the Bankruptcy Court may appoint a Successor Trustee.

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

8. TRUSTEE REPORTING AND DISCHARGE.

8.1. Annual Accountings. The Trustee shall prepare, at least annually, a written accounting of the administration of the Trust listing the current assets with fair market values and detailing all transactions that occurred during the period covered by the accounting. Each accounting shall be filed with the Bankruptcy Court for as long as the Chapter 11 Case remains open and pending before the Bankruptcy Court. Copies of the accounting shall be available to the Beneficiaries upon request. However, the Trustee shall redact any and all confidential and personal identifying information from any and all accountings or reports filed with the Bankruptcy Court or provided to any Beneficiary.

8.2. Approval of Accountings and Discharge of the Trustee. At any time when the Chapter 11 Case is open, the Trustee may file with the Bankruptcy Court a motion for approval of any accounting described in Section 8.1 of this Trust Agreement. Upon the entry of an order of the Bankruptcy Court approving the accounting, the Trustee shall be discharged from all liability to the Trust, any Beneficiary, or any Person who has or may have a claim against the Trustee or Trust for acts or omissions in the Trustee's capacity as Trustee with respect to all assets listed and transactions detailed in the accounting.

9. SECTION 468B SETTLEMENT FUND.

9.1. Qualification. In accordance with the Plan, the Trustee shall take all reasonable steps to ensure that the Trust will qualify as, and remain, a "Designated" or "Qualified" settlement fund within the meaning of Section 468B of the Internal Revenue Code of 1986 (as amended, the "*Tax Code*") and the regulations promulgated pursuant the Tax Code (the "*Treasury Regulations*"). The Debtor shall be the "Transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trustee shall be classified as the "Administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3).

9.2. All Events Test and Economic Performance Requirement. It is intended that the transfer of the Trust Assets to the Trust shall satisfy the "All Events Test" and the "Economic Performance" requirement of Section 461(h)(1) of the Tax Code and Treasury Regulation Section 1.461-1(a)(2).

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

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

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

9.6. Broad Powers of the Trustee. The Trustee is empowered to take all actions, including any action consistent with those expressly set forth in Article IX of this Trust Agreement, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a "Designated" or "Qualified" settlement fund under Section 468B of the Tax Code and the Treasury Regulations. Further, the Trustee may, unilaterally and without order from the Bankruptcy Court, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with Article IX of this Trust Agreement.

10. BENEFICIARIES.

10.1. Register. The Trustee shall keep a register (the "*Register*") in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries and the actual distributions made to the Beneficiaries pursuant to the Plan. The Trustee may rely upon the Register for the purposes of delivering distributions or notices. In preparing and maintaining this Register, the Trustee shall include the name and address of each Beneficiary as they are listed in the proof of claim filed Beneficiary. On the request of a Beneficiary, such request being communicated to the Trustee via a signed letter transmitted by mail or email, The Trustee shall modify the Beneficiary's name and address as requested. The Trustee shall be obligated to maintain the confidentiality of all names, addresses, and any and all other personally identifying information of the Beneficiaries provided to the Trustee.

10.2. Rights of Beneficiaries. The rights of a Beneficiary under this Trust Agreement shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of the Beneficiary. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Trust Assets, or any right to call for a partition or division of the Trust Assets. Title to all the Trust Assets shall be vested in the Trustee, and the sole interest of the Beneficiaries shall be the rights and benefits given to the Beneficiaries under this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan.

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

11. MISCELLANEOUS PROVISIONS.

11.1. Plan Incorporation. The terms of the Plan and the Confirmation Order are incorporated into this Trust Agreement. In the event of any conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall govern.

11.2. Notices. All notices or deliveries required or permitted under this Trust Agreement shall be given as directed in the Plan, to the following:

If to the Trust or Trustee:

[DW Harrow & Assoc., LLC
1880 State Highway 309
Kerens, Texas 75144]

If to a Beneficiary:

Counsel who signed the Beneficiary's Proof of Claim or, for an unrepresented Beneficiary, to the address for the Beneficiary provided in the Proof of Claim.

If to the Reorganized Debtor:

Roman Catholic Diocese of Harrisburg
Attn: Vicar General
4800 Union Deposit Road
Harrisburg, Pennsylvania 17111

With a copy to (which shall not constitute notice):

Waller Lansden Dortch & Davis, LLP
Attn: Blake D. Roth & Tyler N. Layne
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Email: blake.roth@wallerlaw.com
tyler.layne@wallerlaw.com

11.3. Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Trust Agreement shall affect the right or remedy or constitute a waiver by the party of any right or remedy pursuant to this Trust Agreement. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

11.4. Reimbursement of Costs. If the Trustee or the Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Trust Agreement or the enforcement of a provision of this Trust Agreement, the Trustee or the Trust, as the case may be, shall be entitled to collect from the non-prevailing party any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, incurred in connection with the dispute or enforcement action.

11.5. Entirety of Trust Agreement. This Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter in this Trust Agreement. This Trust Agreement, together with the Plan and the Confirmation Order, contain the sole and entire Trust Agreement and understanding with respect to the matters addressed in the Trust Agreement. It is acknowledged that there are no communications or oral understandings that are

contrary to, or that in any way restrict, this Trust Agreement and that all prior agreements or understandings within the scope of the subject matter of this Trust Agreement are, upon execution and delivery of this Trust Agreement, superseded, null, and void.

11.6. Counterparts. This Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on the counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures.

11.7. Captions. The captions of Articles and Sections are included for convenience only and are to be disregarded in interpreting this Trust Agreement.

11.8. Representation. It is acknowledged that each of the parties to this Trust Agreement has reviewed this Trust Agreement and has consulted counsel, or knowingly chose not to consult counsel, before executing this Trust Agreement. Each of the parties to this Trust Agreement relied upon its own judgment and that of its counsel in executing this Trust Agreement and has not relied on, or been induced by, any representation, statement, or act by any party that is not referred to in this instrument. It is specifically acknowledged and understood that this 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. Each of the parties entered into this Trust Agreement voluntarily, with full knowledge of its significance, and the Trust Agreement is, in all respects, complete and final.

11.9. Interpretation. This Trust Agreement has been reached through negotiations between the parties to this Trust Agreement. Each of the parties to this Trust Agreement acknowledges that the party has participated in the drafting of this Trust Agreement and reviewed the terms of the Trust Agreement and, as such, no rule of construction shall apply which might result in this Trust Agreement being construed in favor or against any of the parties, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the drafting party. The parties to this Trust Agreement have used their own judgment in entering into this Agreement.

11.10. Savings Clause. If any clause or provision of this Trust Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court or any other court with competent jurisdiction, such invalidity or unenforceability shall not affect any other clause or provision in this Trust Agreement, but this Trust Agreement shall be construed, insofar as reasonable to effectuate the purpose of this Trust Agreement, as if the invalid or unenforceable provision had never been contained in the Trust Agreement.

11.11. Applicable Law. This Trust Agreement shall be administered under, governed by, and enforced according to the laws of the Commonwealth of Pennsylvania applicable to contracts and trust agreements made and to be performed in this Trust Agreement, except that all matters of federal tax law and the Trust's compliance with Section 468B of the Tax Code and any Treasury Regulations shall be governed by federal tax law and all matters of federal bankruptcy law shall be governed by the Bankruptcy Code and federal bankruptcy law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Debtor, Reorganized Debtor, and the Trustee execute this Trust Agreement as of the ____ day of _____, 2022.

TRUSTEE:

By:
Title:

DEBTOR:

By:
Title:

REORGANIZED DEBTOR:

By:
Title:

EXHIBIT D
SURVIVOR RELEASE

SURVIVOR CLAIMANT RELEASE

This Survivor Claimant Release (the “**Release**”) is executed this ___ day of _____, 20___, by _____ in connection with the *Joint Chapter 11 Plan of Reorganization for the Roman Catholic Diocese of Harrisburg*, dated [___], 2022 (the “**Plan**”),¹ filed by the Roman Catholic Diocese of Harrisburg (the “**Debtor**”) and Official Committee of Tort Claimants in the Debtor’s chapter 11 case pending before the United States Bankruptcy Court for the Middle District of Pennsylvania (the “**Bankruptcy Court**”), which is docketed as case number 1:20-bk-00599 (HWV) (the “**Chapter 11 Case**”), and the receipt of distributions from the Settlement Trust, which is known as the Roman Catholic Diocese of Harrisburg Settlement Trust, as compensation for Survivor Claims.

TO BE ENTITLED TO RECEIVE ANY COMPENSATION UNDER THE PLAN,

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.

2. In consideration of the treatment under the Plan and the Trust Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:

a. fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers ~~with respect to the Settling Insurer Policies~~ from any and all past, present and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the (i) Survivor Claims; (ii) Contribution Claims; (iii) Direct Action Claims; (iv) Indirect Claims; (v) Extra-Contractual Claims; ~~iv~~(vi) Settling Insurer Policies; and ~~v~~(vii) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Debtor’s Chapter 11 case.

b. fully, finally, and completely release, remise, acquit, and forever discharge the Protected Parties with respect to their portion or share of liability for my Claims.

c. With respect to any Claims that are released under paragraph 2(a) or paragraph 2(b) of this release, I covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with the Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party with respect to released Survivor Claims; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the released Survivor Claims and Direct Action Claims in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party will satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party’s causal fault or responsibility relating to the Abuse at issue in the released Survivor Claims and Direct Action Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement, relating to the Abuse at

¹ All capitalized terms used in this Release and not otherwise defined shall have the meanings ascribed to them in the Plan.

issue in the released Survivor Claims and Direct Action Claims; and (vi) I understand the Plan extinguishes any potential liability of any Protected Party for contribution or indemnity to any Person who may be held liable to me for any released Survivor Claim or Direct Action Claim.

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.

4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s) and Direct Action Claim(s).

5. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.

6. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.

7. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

8. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s) and Direct Action Claim(s).

9. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”) and its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I understand that it is a crime to knowingly provide false or misleading information to the Social Security Administration or to the Department of Health and Human Services, and that such conduct is punishable by a fine of up to \$5,000.

10. This Release shall be binding upon my successors, heirs, assigns, agents, and representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR
AUTHORIZED REPRESENTATIVE OF SURVIVOR
CLAIMANT’S ESTATE:

Name of Survivor Claimant: _____

By: _____

Signature: _____

Dated: _____

Claim Number(s): _____

Social Security Number: _____

Date of Birth: _____

EXHIBIT E
ASSUMED AGREEMENTS AND CURE AMOUNTS

To be filed in the plan supplement.

EXHIBIT F
OFFICERS AND DIRECTORS OF REORGANIZED DEBTOR

To be filed in the plan supplement.

EXHIBIT G
INSURANCE SETTLEMENT AGREEMENTS

To be filed separately.

EXHIBIT H
CHILD PROTECTION PROTOCOLS

CHILD PROTECTION PROTOCOLS FOR THE ROMAN CATHOLIC DIOCESE OF HARRISBURG

The following writing (the "Protocols") is intended to be a single, integrated document with each portion of such document, including each definition, constituting an essential, integrated part of the whole. These Protocols are not intended or understood to be comprehensive such that they would reduce or minimize existing limits of duties or obligations that may be owed by the Roman Catholic Diocese of Harrisburg to any party or parties.

GUIDING PRINCIPLES

The Diocese of Harrisburg pledges, among other things:

1. To recognize forthrightly the tragedy of sexual abuse of minors in society and in the Church. We are committed to recognizing and addressing the problem and we pledge the resources of the Diocese to this end.
2. To increase and maintain focus on the healing, reconciliation, and spiritual well-being of persons who were sexually abused as minors by clergy or other Church personnel. We pledge that in each case we will reach out to these Survivors of abuse to offer whatever pastoral and professional care we can, and to address their spiritual and emotional needs. We pledge also to assist these Survivors of sexual abuse in locating resources and providers to address their emotional and mental health needs that arise from the tragic experience of sexual abuse.
3. We pledge also to assist the accuser and the accused in knowing and fulfilling their rights under both laws.
4. To forward to appropriate civil authorities, even when it is not required by civil law, every report of suspected Sexual Abuse of a Minor.
5. To receive every accusation of suspected Sexual Abuse of a Minor with compassion and to treat it with seriousness and diligent attention. Response to accusations will be the priority of all who are involved.
6. To make our Policies and Procedures regarding the sexual abuse of minors known and available in openness and transparency. We pledge to follow these Policies, practices and procedures consistently in each case.
7. To educate the Church community – youth and adults – in matters related to the sexual abuse of minors, especially its identification, prevention, and reporting.
8. To make known to all clergy and Church Personnel the provisions of these Protocols, along with a “Code of Conduct” to guide interactions with minors, and to take all reasonable steps necessary to ensure compliance with these Protocols.

9. To undertake a comprehensive practice of screening clergy and Church Personnel who have more than sporadic and infrequent contact with minors. This screening shall include background certification and clearances.

DEFINITIONS

As used in these Child Protection Protocols, the following terms shall have the meaning stated:

- i. **“Accused”** – A person who is suspected of Sexual Abuse of a Minor, or who has been reported as having sexually abused one or more minors. Using this term does not indicate a judgment of guilt or innocence.
- ii. **“Accuser”** – A person making a report or Accusation of suspected Sexual Abuse of a Minor, whether that person is the Survivor, a family member, or other concerned person. Using this term does not indicate a judgment on the veracity or falsehood of the Accusation.
- iii. **“Accusation”** – A report of suspected Sexual Abuse of a Minor received from any source involving a Cleric, or any Church personnel as defined herein. For the purposes these Child Protection Protocols, a self-report will be treated as an Accusation and will initiate all applicable provisions of this policy.
- iv. **“Adult Volunteer”** – Any adult volunteer for the Diocese, parish, or school who has regular or unsupervised Direct Contact with Children.
- v. **“Bishop”** – The sitting Bishop of the Diocese of Harrisburg.
- vi. **“Charter”** or **“USCCB Charter”** – The most recent and revised Charter for the Protection of Children and Young People issued by the United States Conference of Catholic Bishops (“USCCB”).
- vii. **“Church”** – The Roman Catholic Diocese of Harrisburg and any affiliated or related parishes, missions, schools, institutions, corporations, and agencies that are accountable to the Bishop of Harrisburg.
- viii. **“Church Personnel”** – An inclusive term of all employees, volunteers, and independent contractors (and subcontractors) in the service of: the Diocese, any Catholic parish or mission within the Diocese, any Catholic school within the Diocese, and any other corporation or institution affiliated with the Diocese. This term also includes any seminarian, student or candidate for Holy Orders that is not a Cleric.
- ix. **“Clergy”** or **“Cleric”** – A bishop, priest or deacon in the Catholic Church, whether incardinated in a diocese or a member of an Institute of Consecrated Life.
- x. **“Code of Conduct”** – Any recognized guidelines, governing the conduct for Clergy and Church Personnel.

- xi. **“Communications Coordinator”** – The person named by the Bishop who has the responsibility of coordinating all communication and activities related to these Child Protection Protocols. This person serves as the official voice of the Diocese in all matters connected with the sexual abuse of minors and sexual misconduct by Clergy, Seminarians, those in formation toward Holy Orders, those in Consecrated Life, or any Church Personnel.
- xii. **“Compliance Coordinator”** – The person named by the Bishop who oversees and ensures compliance of procedures mandated by these Child Protection Protocols, the USCCB Charter, and Essential Norms, including implementing mandatory background certification and clearances, the auditing of all institutions, and any other applicable policies and procedures published by the Bishop (in consultation with the Youth Protection Council).
- xiii. **“Diocese” or “Diocese of Harrisburg”** –The Roman Catholic Diocese of Harrisburg.
- xiv. **“Diocese Territory”** – The fifteen (15) counties of central Pennsylvania: Adams, Columbia, Cumberland, Dauphin, Franklin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union, and York.
- xv. **“Diocesan Review Board”** – The confidential, consultative body appointed by the Bishop to advise him in developing these Protocols and other such Policies. This Board also assesses Diocesan action taken regarding clergy accused of the Sexual Abuse of a Minor.
- xvi. **“Direct Contact with Children”**– The care, supervision, guidance or control of children, or routine interaction with children. Under Pennsylvania law, this is the same definition as used in the Child Protective Services Law, 23 Pa.C.S. § 6303.
- xvii. **“Director”** – The person appointed by the Bishop to manage the processes for handling allegations of Clergy and Church Personnel misconduct and for leading Ministerial Standards and Safe Environment in overseeing and directing Accusations and investigations.
- xviii. **“Disclosure Form”** – Diocesan form that must be completed by all Clergy and Church Personnel who have Direct Contact with Children. The Disclosure Form certifies that individual has not been convicted of certain crimes or offenses which would disqualify that individual from a diocesan ministry, employment or volunteer position involving Direct Contact with Children.
- xix. **“Education Coordinator”** – The person designated by the Bishop who oversees and approves the educational programs required in these Child Protection Protocols, by the Youth Protection Council, or by the USCCB Charter.
- xx. **“Employee”** – Persons on the payroll (full or part time) for the Diocese or any parish, school, institution, or corporation affiliated with the Diocese.

- xxi. **“Employer”** – The Secretariat or diocesan office, parish, school, institution, or corporation directly affiliated with the Diocese that immediately employs or oversees the work or ministry of an Employee or Volunteer. The relationship pertains only during the time in which a person is directly acting within the scope of their employment or volunteer service (cf. also Responsible Supervisor).
- xxii. **“Essential Norms”** – The most recent and revised Essential Norms for Diocesan and Eparchial Policies Dealing with Allegations of Sexual Abuse of Minors by Priests or Deacons document issued by the USCCB that provides norms ensuring that each diocese/eparchy in the United States has procedures in place to respond promptly to all allegations of sexual abuse of minors by Clergy and Seminarians. These norms are complementary to the universal law of the Catholic Church and are to be interpreted in accord with that law.
- xxiii. **“Independent Professional Investigators”** – An investigative firm hired by the Diocese to investigate claims of Sexual Abuse of a Minor. The firm must have personnel experienced in investigating claims of Sexual Abuse of a Minor. At least one member of the firm must be either a former prosecutor or police officer.
- xxiv. **“Inquiry Coordinator”** – The person (usually a canon lawyer) appointed by the Bishop to conduct the Preliminary Inquiry when an Accusation involving Clerics or Seminarians has been made to the Diocese. When an Accusation involving any Church Personnel has been made, the Inquiry Coordinator oversees the fact-finding inquiry and serves as advisor to the employer or supervisor of the Accused, who is responsible for conducting the fact-finding inquiry.
- xxv. **“Inquiry Team”** – Those responsible for conducting the Preliminary Inquiry into an Accusation, according to the provisions of these Child Protection Protocols. Team membership varies according to the status of the Accused person: Cleric, Seminarian, Consecrated Individuals, or Church Personnel.
- xxvi. **“Consecrated Individuals”** – An inclusive term of all individuals who are not Clergy, and are members of an Institute of Consecrated Life or Religious Institutes, Secular Institutes, Societies of Apostolic Life, Hermits, and the Order of Consecrated Virgins, and who are involved in any assignment or apostolate, full or part-time, employed or volunteer, in any youth-serving programs or ministries in the Diocese.
- xxvii. **“Mandated Reporting”** – A report of child abuse, including sexual misconduct that an individual must make under the provisions of the current civil law of the Commonwealth of Pennsylvania (under the provisions of the Pennsylvania Child Protective Services Law) or the USCCB Charter, as it may be amended from time to time.
- xxviii. **“Minor”** – A person under the age of eighteen (18). This term also includes any individual who is developmentally disabled or habitually lacks the use of reason as defined in the USCCB Charter (cf. SST, art. 6, §1, 1°), and any individual that meets the definition of Vulnerable Adult as defined by the Commonwealth of Pennsylvania (and defined below).

- xxix. **“Perpetrator”** or **“Offender”** – Anyone who has engaged in any form of Sexual Abuse of a Minor.
- xxx. **“Policies”** – Any Diocese policies relating to sexual abuse of minors, including any Code of Conduct created for governing the conduct of Clergy and Church Personnel.
- xxxi. **“Preliminary Inquiry”** – A fact-finding inquiry into an Accusation. The Preliminary Inquiry includes various steps including, informing the proper civil authorities, cooperating with law enforcement, and offering Diocesan counselling to the Survivor. In canon law, Preliminary Inquiry is also referred to as the Prior Investigation, and follows the norms of canon law (c. 1717ff), the USCCB Charter, the USCCB Essential Norms, and these Child Protection Protocols.
- xxxii. **“Program Director”** – The person appointed by the Bishop to provide overall direction for the Youth Protection Program within the Diocese, coordinate the development and implementation the Youth Protection Program by chairing the Youth Protection Council and convene the Response Team and Review Board.
- xxxiii. **“Promoter of Justice”** – A canon lawyer appointed by the Bishop to serve in the role as defined in the Code of Canon Law (cf. canon 1430). A Promoter of Justice is responsible for safeguarding the public good. The Promoter of Justice is required to intervene in two types of cases: (1) penal cases (including the Sexual Abuse of a Minor); and (2) contentious cases in which the public good may be at stake. Under the USCCB Charter and Essential the Promoter of Justice should participate in the meetings of the Diocesan Review Board.
- xxxiv. **“Response Team”** – The group that meets to advise the Bishop or the responsible supervisor on appropriate actions to be taken based on the results of the Preliminary Inquiry. Team membership varies according to the status of the Accused: Cleric, Consecrated Individuals, or Church personnel. The Response Team includes the members of the Inquiry Team, the Program Director, the Victim (Survivor) Assistance Coordinator, the Diocesan Solicitor, other counsel versed in both canon and civil law. If the Accused is a Cleric, the Bishop and members of the Diocesan Review Board are included as members of the Response Team.
- xxxv. **“Responsible Supervisor”** – The employer, superior or highest-ranking supervisor of an employee or volunteer within the Diocese. The Responsible Supervisor for:
- a. Clergy is the Bishop or the major superior of Consecrated Individuals (working with the Bishop or Superior of the Cleric’s place of assignment or residence);
 - b. Consecrated Individuals is the proper Superior of their Institute (working with the Bishop of the place of assignment or residence);
 - c. Church Personnel is the appropriate employer or highest-ranking supervisor (i.e., Diocesan Vicar, Secretary, Pastor, or the principal of the school).

- xxxvi. **“Seminarians”** – Includes men accepted by a Diocese (or an Institute of Consecrated Life) as seminary students who seek ordination to the priesthood, individuals (married or single) who are accepted by a Diocese for formation toward ordination to the Permanent Diaconate, or men in formation toward Holy Orders. Until such men are ordained deacons, they remain in the lay state.
- xxxvii. **“Sexual Abuse of a Minor”** – Any offense against the Sixth Commandment of the Decalogue with a Minor as understood in Canon Law (cf. canon 1395 §2; USCCB Essential Norms, Preamble; SST, art. 6 §1, 1°, 2°), including sexual molestation, sexual harassment, sexual misconduct, or sexual exploitation of a minor and other behavior by which an adult uses a minor as an object of sexual gratification. A canonical offense against the Sixth Commandment need not be a completed act of sexual intercourse, nor need it involve force, physical contact, or a discernible harmful outcome. In canon law, “sexual abuse” denotes conduct or interaction with a minor that is an external, or an objectively grave violation of the Sixth Commandment of the Decalogue. Canon law considers the acquisition, possession, or distribution by a Cleric of pornographic images of minors, for purposes of sexual gratification, by whatever means or using whatever technology, to be a grave crime against morals and one that must be reported to the appropriate civil and ecclesiastical authorities. Civil law also considers child pornography a crime, and any person who intentionally views or knowingly possesses or controls any book, magazine, pamphlet, slide, photograph, film, videotape, computer depiction or other material depicting a child under the age of 18 years engaging in a prohibited sexual act or in the simulation of such act, commits an offense, which is Sexual Abuse of a Minor.
- xxxviii. **“Sexual Harassment of a Minor”** – A form of Sexual Abuse of a Minor that includes but is not limited to the following behaviors: (1) Derogatory verbal comments of a sexual nature such as epithets, jokes and slurs, or unwanted sexual advances made for purposes of sexual gratification; (2) Displaying lewd visuals such as posters, photographs, cartoons, drawings or gestures including derogatory sexually oriented materials; (3) Physical contact or sexual overtures that interfere with an individual’s work or academic performance or which create an intimidating, hostile or offensive working or academic environment; (4) Threats and demands to submit to sexual requests as a condition of continued employment, other benefits, etc., or to avoid some other loss or to offer benefits in return for sexual favors; (5) Retaliation for having reported or threatened to report sexual abuse.
- xxxix. **“Statement of Episcopal Commitment”** – Document developed by the Ad Hoc Committee on Bishops’ Life and Ministry of the USCCB and approved by the full body of U.S. Bishops at its November 2005 General Meeting and then again in 2011. This document is referred to in these Child Protection Protocols as either Statement of Episcopal Commitment or USCCB Statement of Episcopal Commitment.
- xl. **“Substantiated Claim”** – A claim for which sufficient evidence exists to establish reasonable grounds for an objective person to believe that the alleged conduct is more likely to have occurred than to not have occurred. Determinations regarding whether a claim is substantiated shall be made by the Bishop upon consultation with the Diocesan

Review Board. All claims allowed in the Diocese's Chapter 11 bankruptcy case shall fall within this definition of Substantiated Claim.

- xli. **“Support Counselor”** – A professional counselor who works with the Survivor.
- xlii. **“Survivor”** – A person who is the injured party or direct subject of sexual abuse or at least is alleged to have been so, when they were a Minor. The term Survivor is generally used to distinguish the person who was or may have been abused from any other person who may be an Accuser (i.e., a parent or guardian), especially if the Survivor is a Minor.
- xliii. **“Victim (Survivor) Assistance Coordinator”** – A person competent and knowledgeable in the areas of mental health counseling and social services, who is named by the Bishop, to oversee all aspects of the outreach and assistance to Survivors of sexual abuse as minors and their immediate family members.
- xliv. **“Vulnerable Adult”** – any person 18 years of age or older who is developmentally disabled, or habitually lacks the use of reason and may be considered the equivalent of a minor.
- xlv. **“Youth Protection Badge”** – The personal identification badge that is given to anyone, including Cleric, Seminarians, Consecrated Individuals, and Church Personnel, who has successfully passed the necessary background certification and clearances and safe environment training. All Clerics, Seminarians, Consecrated Individuals and Church Personnel must have a Youth Protection Badge before working or serving the Diocese, a Parish, mission, School, institution, corporation, or agency affiliated with the Diocese. The Youth Protection Badge must be worn whenever the person is involved in youth serving events or activities. Clerics should wear the badge visibly and must have it on their person during youth events or activities.
- xlvi. **“Youth Protection Council”** – A group of diocesan staff designated by the Bishop to serve in the following capacities under the provisions of these Child Protection Protocols: Program Director, Victim (Survivor) Assistance Coordinator, Communications Coordinator, Education Coordinator, and Compliance Coordinator.

TERMS

1. Oversight

1.1. Diocesan Review Board. The Diocesan Review Board shall be knowledgeable about the content of the Protocols and shall exercise reasonable oversight with respect to the effectiveness of the Protocols.

1.1.1. According to the USCCB Charter, Dioceses are to have “a review board that functions as a confidential consultative body to the bishop/eparch. Most of its members are to be lay persons not in the employ of the diocese/eparchy (see norm 5 in Essential Norms, 2006). This board is to advise the diocesan/eparchial bishop in his assessment of allegations of sexual abuse of minors and in his determination of a cleric’s suitability for ministry. It is regularly to review

diocesan/eparchial policies and procedures for dealing with sexual abuse of minors. Also, the board can review these matters both retrospectively and prospectively and give advice on all aspects of responses in connection with these cases” (art. 2; cf. also Essential Norms, norm 4).

1.1.2. The Diocesan Review Board shall meet with the Director as often as it determines necessary to assess and evaluate the effectiveness of the Protocols at the highest level of the Diocese, but in any event, no less than once every six (6) months.

1.2. Diocesan Review Board Members. The Bishop will appoint members to five-year concurrent terms on the Diocesan Review Board. The Diocesan Review Board shall consist primarily of lay persons not in the employ of the Diocese. The Board shall act in full conformity with the USCCB Charter, the USCCB Essential Norms, the Diocesan Youth Protection Program, and all other applicable provisions of canon and civil law.

1.2.1. The Diocesan Review Board shall at all times include a licensed psychiatrist, a psychologist or social worker; a parent; a member of law enforcement; one or more survivors of sexual abuse; and a non-Catholic. At least one member shall be a priest who is an experienced and respected pastor. At least one member should have particular expertise in the treatment of the sexual abuse of minors.

1.2.2. Upon adoption of these Protocols, the members of the Committee shall form a nominating committee to provide a list of five Survivors for consideration by the Bishop for membership upon the Diocesan Review Board. The Bishop shall select at least one of the proposed Survivors to be appointed to the current Diocesan Review Board. At such time as the Diocesan Review Board seeks to appoint a survivor of sexual abuse to the Diocesan Review Board to assure at least one survivor of sexual abuse is a member thereof, the nominating committee formed by the Committee shall provide a list of five Survivors for consideration by the Bishop for membership upon the Diocesan Review Board. The Bishop shall select at least one of the proposed Survivors to be appointed to the current Diocesan Review Board.

1.3. Bishop. The Bishop shall be knowledgeable about the content of the Protocols and shall exercise reasonable oversight with respect to implementation, operation, and assessed effectiveness of the Protocols.

1.4. Program Director. The Program Director has the duties and responsibilities and that authority that is defined in the job description as outlined by the Diocese. Among other things:

1.4.1. The Program Director is responsible for continuing to develop, implement, and revise as necessary the policies and procedures for preventing, responding to, and ensuring the reporting of child sexual abuse.

1.4.2. The Program Director shall support and coordinate the activities of the Diocesan Review Board, the Victim Advocacy Office, and other entities and programs dealing with the protection of minors.

1.4.3. The Program Director oversees the development and publication of standards of ministerial conduct for all persons – Clergy or laity – engaged in any ministry within the Diocese of Harrisburg. A separate document entitled, Codes of Conduct, is published separately from these Child Protection Protocols and a copy of it is given to all Clergy, Seminarians, Consecrated Individuals, Church Personnel and other employees and volunteers who are involved in any ministry relating to youth in the Diocese, as well as to Members of the Diocesan Review Board (cf. USCCB Charter, art. 6). Specific Codes of Conduct relating to these groups of persons are available through the Office of the Vicar General, at the Diocesan website.

1.5. Diocesan Review Board Meetings.

1.5.1. The Program Director will convene the Diocesan Review Board, which will meet on an as-needed basis throughout the year to hear specific cases and advise the Bishop and will meet at least every six (6) months for the specific purpose of reviewing these Protocols and making any recommendations for its revision to the Bishop.

1.5.2. In consultation with the Bishop and Youth Protection Council, the Program Director will prepare a written agenda for all the Review Board meetings and will maintain general written notes of all the meetings.

1.5.3. All members of the Diocesan Review Board will be invited by the Program Director to attend meetings of the Response Team when Accusations are discussed.

2. Policies and Procedures

2.1. Policies Protecting Minors. The Diocese shall create a comprehensive set of documents encompassing all Policies relating to the protection of Minors. This comprehensive set of documents shall be organized and readily available on its website.

2.1.1. The Policies shall be written and formatted so they are easy to read and understand.

2.1.2. The Policies shall define key terms including:

- a.** Terms that define what behavior constitutes misconduct involving Minors, which includes sexual exploitation of Minors and sexual harassment of minors.

- b. Terms that define what constitutes child abuse. The definitions shall include at a minimum the definitions of sexual and physical abuse as defined in Pennsylvania Statute 23 Pa.C.S. § 6303.
- c. Terms that define what constitutes a “Substantiated Claim.”

2.1.3. Among any other instructional formats it may choose to employ, the Diocese shall also provide in written form what constitutes misconduct involving a Minor as part of training or training-related materials, including what is considered “appropriate” vs. “inappropriate” physical contact.

2.2. Technology Policies. The Diocese shall include guidelines for the acceptable use of technology within its Policies:

2.2.1. The Policies will grant the Diocese the ability to inspect, review, audit, intercept, or access all matters on systems of the Diocese, including employee E-mail, voicemail, and computer systems at any time, with or without notice, but only to the extent permitted under State and Federal law.

2.2.2. Guidelines shall include how to safely use social media and cellular phones, including text messaging.

2.3. Policies on Interactions with Minors. The Policies shall continue to prohibit Diocese Employees, Adult Volunteers, Clergy, Seminarians, Consecrated Individuals, and Church Personnel from being alone (i.e., out of sight of at least one other adult) with any unrelated minor while serving as an Employee or Volunteer of the Diocese subject to common sense exceptions, such as emergency situations, interactions with a minor that are incidental and not extended, parents transporting their children or other related individuals, and Employees or Volunteers transporting the children of friends and neighbors.

2.3.1. The Policies shall continue to prohibit Clergy from being alone with any unrelated Minor except when a Cleric is hearing confession in a confessional, and except for common sense exceptions such as emergency situations or circumstances where interaction is incidental and not extended.

2.3.2. The Policies shall continue to prohibit:

- a. Clergy from traveling alone or taking overnight trips alone with any unrelated Minor; and
- b. Clergy from sleeping in the same private space (e.g., room, tent, bed, etc.) with any unrelated Minor.

2.4. Unsuitability for Ministry. The Diocese shall not recommend or otherwise place any member of the Clergy into a position in active ministry if such individual has an unresolved claim of Sexual Abuse of a Minor pending against them.

- 2.4.1.** The Diocese shall not recommend or otherwise place any layperson, and shall direct its Clergy not to recommend or otherwise place any layperson, into any position or role that provides such layperson with access to Minors if such layperson has an unresolved claim of Sexual Abuse of a Minor pending against them.
- 2.4.2.** Determinations of unsuitability for active ministry and layperson positions with access to minors shall be made, in every instance, by the Bishop after receipt of written recommendations from the Diocesan Review Board. The Diocesan Review Board shall be provided all details and information relevant to each unsuitability determination with a sufficient period for meaningful review of such materials.
- 2.5.** Compliance Auditing. To ensure compliance with the screening and educational programs mandated by these Child Protection Protocols and by the USCCB Charter, periodic audits are to be conducted at all levels.
- 2.5.1.** To ensure compliance with the requirements for Employees and Volunteers in the mandated educational programs, the Vicar Forane (Dean) will, during his annual visit to each parish, check the parish records to ensure that mandated background certification and clearances and educational programs have been completed by all Employees and all Volunteers in youth-serving programs and ministries within the Parish. Vicar will report his findings on each parish to the Vicar General, and complete the required Diocesan Form, as part of the report of each Parish visit.
- 2.5.2.** The Youth Protection Council may publish additional audit and compliance procedures for any element of these Child Protection Protocols. An annual report on compliance for both the background certification and clearances and mandatory educational programs will be given to the Diocesan Review Board and to the Bishop. The Diocesan Review Board will make recommendations to the Bishop regarding existing audit and reporting methods and, if necessary, disciplinary actions if mandatory programs are lacking in the Diocese, a particular Parish, School, or other institution.
- 2.5.3.** Culpable or negligent failure of a Vicar, Secretary, Pastor, principal, or other administrator to implement the necessary background certification and clearances and/or education practices and programs mandated these Child Protection Protocols or by the USCCB Charter, will be considered a serious omission and a basis for disciplinary action, including suspension or dismissal from office or employment.
- 2.6.** Compliance Coordinator. The Compliance Coordinator serves on the Youth Protection Council and their responsibilities include the implementation and oversight of procedures for auditing all institutions covered these Child Protection Protocols. The Compliance Coordinator is to ensure compliance with the mandates and practices of these Child Protection Protocols, the USCCB Charter, Essential Norms, and any other

applicable policies and procedures published by the Bishop (in consultation with the Youth Protection Council).

3. Reporting Requirements

3.1. Immediate Reporting to Law Enforcement. When the Diocese receives a report of child sexual abuse it will, without delay or alteration, communicate such report along with all related details to law enforcement in a manner consistent with applicable statutes and any other requirements or guidelines that apply under civil law. The Diocese shall also communicate the report of child sexual abuse to the relevant District Attorney. The Diocese shall not conduct an internal investigation of such incidents, and will not interfere in any way with law enforcement's investigation of such incidents, until law enforcement concludes its investigation, closes its file without an investigation, or authorizes the Diocese to proceed with its own internal investigation.

3.1.1. If the Diocese learns of any effort(s) to hide or delay discovery of one or more incidents of child sexual abuse, or to hinder discovery of any related fact(s), the Diocese will provide a detailed report of such efforts or activity to both law enforcement and the Diocesan Review Board.

3.1.2. When the Diocese receives a report of child sexual abuse and makes a mandated report to law enforcement pursuant to Pennsylvania law, the Diocese will not interfere in any way with law enforcement until law enforcement concludes its investigation, closes its file without investigation, or authorizes the Diocese to act.

3.2. Disclosure. To the maximum extent permitted by law, the Diocese shall disclose all accusations of Sexual Abuse of a Minor involving members of its Clergy or former members of its Clergy to any potential employer who inquires about the existence of such accusations. The Diocese shall also disclose the status or resolution of all related claims as reflected in its records to the maximum extent permitted by federal and state civil law.

3.2.1. For a period of one year after the adoption of these Protocols, upon request of a Survivor with a claim allowed in the Diocese's bankruptcy case, the Diocese shall make available upon appointment during regular business hours the restricted file of the person with a Substantiated Claim involved in the Survivor's case (with redactions applied in the Diocese's sole discretion). Under no circumstances may the file be removed or copied.

3.3. Mandatory Reporters. All mandated reporters, as defined in applicable statutes, at the Diocese shall receive specific training regarding reporting obligations every two (2) years and within thirty (30) days of their retention if newly hired. The Diocese will provide a copy of all mandatory-reporter training materials currently in use within the Diocese to the Diocesan Review Board annually.

3.4. Whistleblower Policy. The Diocese shall not discharge from employment any Clergy or Church Personnel, or discriminate against any Clergy or Church Personnel with respect

to compensation, hire, tenure, terms, conditions or privileges of employment, because that person made a report of suspected child abuse to authorities, provided such Clergy or Church Personnel was acting in good faith in making the report.

3.5. Vicar General's Duties. On or before thirty (30) days after the Effective Date, the Vicar General shall make a good faith effort to obtain from each clergy member working within the Diocese, assigned and dated written statement affirming that the Clergy member (1) has not sexually abused any minor at any time, and (2) has no knowledge of any abuse of a minor by another priest of the Diocese or employee of the Diocese that has not been reported to law enforcement and the Diocese.

3.5.1. The Vicar General shall also make a good faith effort to obtain from any visiting Priest who is given open-ended faculties to minister in the Diocese or has an assignment in a parish or related Diocesan entity (this does not include Clergy visiting for a single event or over a time period of less than twenty-one (21) days) a signed and dated statement under this paragraph no later than thirty (30) days after assignment or open-ended faculties are given.

3.5.2. The written statements provided under this paragraph shall not require any Clergy to disclose knowledge of sexual abuse of Minors obtained during confession.

3.5.3. Copies of all statements obtained under this paragraph will be provided timely to the Diocesan Review Board.

3.6. Maintaining Records. The Diocese will maintain complete copies of all insurance policies under which it is identified as an insured party for claims of Sexual Abuse of a Minor and will also undertake all reasonable efforts to maintain related correspondence and other memorializing and evidencing documentation relating to the existence and terms of such policies.

3.7. Reporting Policies. The Policies shall clearly state that a report to the Diocese does not relieve the individual from reporting known or suspected abuse as is required by Pennsylvania law.

3.7.1. The Policy shall contain a section dedicated to civil mandatory reporting requirements, including the following guidance: (1) who must report; (2) what must be reported; (3) to whom the report must be made.

3.7.2. The Policies shall clearly define the proper reporting channels for mandatory reports. The Policies shall state:

- a.** The first report of suspected abuse of a minor shall be to civil authorities as defined in Pennsylvania law.
- b.** Any person, other than the Survivor, who makes a report to civil authorities shall be required to report the same information without

undue delay to the Director. The Director shall then promptly notify the Bishop or his designee.

i. The Director shall notify or confirm that law enforcement has been notified as required by law and the Policies. The Director shall complete written documentation relating to the report.

c. If authorized by law enforcement, and the suspected abuse occurred at or during a parish/school activity or involves parish/school personnel or volunteers, the Director shall notify the principal or pastor of the parish/school, unless the suspected abuse involves the principal or pastor, in which case the Director shall notify the Parish or School Board of Trustees.

i. The Pastor, school principal, agency director, or other person in charge of the location should complete written documentation of the report and the actions taken.

d. If the abuse involves a Cleric, the Director shall request all relating written reports from the Seminary, Parish, or School.

3.7.3. The Diocese shall continue its policy that Clerics, Employees, and Volunteers, shall be trained on mandatory reporting obligations within thirty (30) days of their hire and shall receive refresher updates at least every three (3) years.

3.7.4. The Policies shall also require an Employee or at Volunteer serving within the Diocese Territory who has reason to suspect Sexual Abuse of a Minor that would be subject to mandatory reporting under Pennsylvania law shall **immediately** notify civil authorities.

3.7.5. The Policies shall include the rights of the person who makes an allegation. This policy shall ensure that the person making the allegation is provided with: (1) an adequate explanation of the Diocese's overall process and procedures for dealing with allegations of child sexual abuse, including its policy on reporting to civil authorities; (2) advice that the Diocese shall endeavor to conduct its investigation with appropriate discretion and, to the extent possible, protect the privacy and reputations of both the person reporting as well as the person about whom the report was made, and (3) a timely response to inquiries and, as necessary, periodic update(s) as to the status or resolution of the report.

3.8. **Publications.** The Diocese shall provide Parishes and Schools materials for making a complaint, including print materials in the principal language in which the liturgy is celebrated. The Diocese shall publish in the *Catholic Witness* no less than four (4) times per year for the term of these Child Protection Protocols a statement urging those subject to Sexual Abuse of a Minor to report the abuse and seek assistance and support.

3.9. Collecting and Maintaining Acknowledgment Records. The Office of the Director shall maintain the acknowledgement forms (or records) for each Cleric. Such files may be kept electronically. The Director shall collect and maintain an acknowledgement form and electronic record certifying that any individual who has received the Policies, understands the Policies, and will comply with the policies, within thirty (30) days of each of the following events: (1) assignment of a Cleric to a continuing ministry the Diocese Territory; (2) the commencement of any employment or continuing volunteer service; and (3) a Seminarian's commencement of study.

3.9.1. The Office of the Director shall request no less than annually that each Parish and School furnish the Director with records demonstrating compliance with this requirement. If a Parish or School fails to provide such records as requested, the Director shall, within a reasonable amount of time, notify the Bishop and the Board of Trustees of said parish or school in writing.

3.9.2. The Director shall request that each parish, school, and seminary maintain the acknowledgement forms (or records) for each Employee, Volunteer, or Seminarian, and that said forms (or records) be subject to review by the Director. Such files should be kept electronically.

3.10. Code of Conduct. The Policies shall include the code of conduct acknowledgement forms for Clergy, Employees, and Volunteers. Those required to acknowledge the code of conduct must acknowledge receipt of the code, their understanding of the code, and their agreement to comply with the code. The acknowledgement forms will refer to the reporting requirements under the Policies. The acknowledgement may be completed electronically.

4. Education

4.1. Programs Preventing Child Sexual Abuse. The Diocese shall routinely and consistently encourage, in writing, each of its Parishes and Schools to maintain all programs and efforts necessary to prevent Sexual Abuse of a Minor and to train all Clergy and laypersons within each Parish and School to identify signs of Sexual Abuse of a Minor.

4.2. Child Protection Protocols. The Diocese will provide a copy of these Child Protection Protocols to each of its Schools and Parishes annually along with a letter urging comprehensive and consistent compliance with the same.

4.3. Encouraging Reporting. At least twice annually, the Diocese will send each of its parishes and schools affirmative, written statements encouraging the reporting of abuse.

4.4. Written Statement. At least once a year, the Diocese will send written statements to each of its Parishes and Schools, stating that Survivors of Sexual Abuse of a Minor are not at fault for their abuse and are not enemies of the church. Suggested language for the Diocese's written statement includes: "God's children and valued members of the flock who need and deserve the Catholic's community's empathy, care, and above all, protection."

- 4.5. Education Coordinator.** The Bishop will designate an Education Coordinator who will serve as a member of the Youth Protection Council. The Education Coordinator's responsibilities include approval and oversight of various educational programs required by these Child Protection Protocols, the Youth Protection Council, or the USCCB Charter.
- 4.5.1.** The Education Coordinator will prepare an annual report on the curricula and Diocesan Safe Environment training in use by the Schools and Religious Education programs for the Diocesan Review Board.
- 4.5.2.** The Education Coordinator shall develop and implement procedures by which each Secretariat, Parish, School, or other institution will report annually on its educational programs. This report is to be forwarded to the Compliance Coordinator.
- 4.5.3.** The Diocesan Secretariat for Education will ensure that each school within the Diocese (elementary and secondary) and each Parish or inter-parochial program of Religious Education has adopted a program of instruction regarding the recognition, prevention and reporting of Sexual Abuse of a Minor, and promoting healthy relationships between adults and minors.
- 4.6. Educational Programs.** All Clergy, Seminarians, Consecrated Individuals, Employees, Volunteers in youth-serving programs, Students in any Catholic School or Program of Religious Education, Catholic Youth Organization participants (including those who participate on an athletic team or event), Educators and Teachers in any School or Religious Education Program (including children's Liturgy of the Word, etc.), Adult Supervisors and assistants of any youth ministry program, college and university ministry program participants, Parent-Teacher organizations, and boards of education are required to partake in educational programs.
- 4.6.1.** Educational programs include topics such as: education in healthy relationships between adults and Minors; maintaining appropriate professional boundaries; human sexuality and the prevention; and recognition and reporting of the Sexual Abuse of a Minor (cf. USCCB Charter, art. 12).
- 4.6.2.** All Clergy are to be educated in the current laws of the Commonwealth of Pennsylvania and in the requirements of the USCCB Charter regarding mandatory reporting of Sexual Abuse of a Minor.
- 4.6.3.** The Program Director will ensure that materials regarding these Child Protection Protocols are produced, regularly updated, and made available to all Secretariats, parishes, schools, and other institutions affiliated with the Diocese. This will include explanatory materials available on the diocesan website.
- 4.6.4.** Students and Minors (aged 14-17) engaged in volunteer work are not required to obtain clearance certifications, but are required to complete the Online Training, "Jesus Working Through You."

5. Prevention Requirements

5.1. Prevention Policies. The Policies shall define who is required to complete (1) acknowledgement of the code of conduct; (2) specialized child protection training (such as VIRTUS or equivalent); and (3) a criminal background checks. These shall include, but not limited to:

- All Clergy of the Diocese, Seminarians, Consecrated Individuals, and Church Personnel;
- All clergy incardinated in another Diocese or Institute or Society of Consecrated Life before they assume office, residence, or assist in any ministry within the Diocese;
- All applicants for certificates in ministry in the Diocesan Institute for Catechetical and Pastoral Formation and all persons receiving a certificate for specialized ministry given by a Secretariat, department, or office of the Diocese.
- All Vendors who have direct contact with children.
- International clergy: after all due diligence, it may not always be possible to obtain criminal background clearances from some foreign countries, but the Diocese will always obtain a Letter of Suitability from the international cleric's proper Bishop or Religious Superior; and
- Other persons as determined by the Bishop.

5.2. Clearance Requirements. According to Pennsylvania law and these Protocols, employees who have obtained the necessary background certification and clearances for their employment or volunteer work in one agency or institution, may carry the same certification and clearances for volunteer work in another agency or institution without having to obtain new certification and clearances if those clearances remain current. Nevertheless, certification and clearances obtained for volunteer purposes cannot be used for employment purposes, even if they are less than one (1) year old.

5.2.1. Pennsylvania Requirements. For those with a continuous residence in the Commonwealth of Pennsylvania for ten (10) or more years prior to the screening, the following is required: (1) the PA State Police criminal record check (PSP); and (2) the PA Child Abuse History certification through the PA Department of Human Services . For those who are current residents of Pennsylvania, but who have not been residents for the entire previous ten-year period prior to the screening, the above requirements must be met plus an FBI criminal record check (fingerprint) submitted through the PA Department of Human Services (except for school employees).

5.2.2. Clergy Requirements. All Clergy within the Diocese of Harrisburg are required to obtain the following clearances at the time of their initial retention by, or transfer to the Diocese as well as at least every sixty (60) months thereafter:

- a. Report of criminal history from the PA State Police (PSP).
- b. Child Abuse History certification from the PA Department of Human Services; and.
- c. Fingerprint-based federal criminal history (FBI) submitted through the PA Department of Human Services.
- d. In addition, an international cleric serving the Diocese must obtain an Interpol clearance.

5.2.3. Employee Requirements. Employees of the Diocese or of any Parish, School, institution, corporation, entity, or agency affiliated with the Diocese are required to obtain the following clearances at the time of their initial retention by, or transfer to the Diocese as well as at least every sixty (60) months thereafter:

- a. Report of criminal history from the PA State Police (PSP);
- b. Child Abuse History certification from the PA Department of Human Services**Error! Hyperlink reference not valid.**; and
- c. A fingerprint-based federal criminal history (FBI) submitted through the PA Department of Education.

5.2.4. Volunteer Requirements. All Adult Volunteers are required to obtain the following clearances at the time of their initial application to volunteer as well as at least every sixty (60) months thereafter:

- a. Report of criminal history from the PA State Police (PSP); and
- b. Child Abuse History certification from the PA Department of Human Services.
- c. Additionally, a fingerprint based federal criminal history (FBI) submitted through the Pennsylvania State Police or its authorized agent is required if the volunteer has lived outside the Commonwealth in the last ten (10) years. If the volunteer is not required to obtain an FBI Criminal History clearance, they must swear and affirm in writing that they are not disqualified from service based upon a conviction for an offense under Section 6344 of the Child Protective Services Law.

5.2.5. Vendor Requirements. If a Parish, School, corporation, institution, entity, or agency wishes a vendor to be issued a Youth Protection Badge, the vendor must

complete the on-line training course and a disclosure statement. Additionally, all Vendors who have responsibility for the welfare of a child or have direct contact with children are required to obtain clearances at the initial time of their onboarding or retention as well as at least every sixty (60) months thereafter based on their role:

- a. All Vendors. All vendors are required to obtain a report of criminal history from the PA State Police (PSP); a Child Abuse History certification from the PA Department of Human Services; and a fingerprint based federal criminal history (FBI) submitted through the Pennsylvania State Police or its authorized agent.

5.3. Criminal Activity and Background Checks: If a background certification or clearance reveals a prior conviction or other legal concern, the question of suitability for ministry, employment or volunteer work must be considered carefully. At issue is not only the nature of the previous offense and when it occurred, but also its relevance to the proposed job description for the applicant or volunteer.

- 5.3.1.** If an Employee or Volunteer is arrested for or convicted of an offense that would constitute grounds for denying employment or participation in a program, activity, or service, or is named as a Perpetrator in a founded or indicated report, the Employee or Volunteer must provide the Pastor, Principal, Administrator, Vicar, or Manager written notice not later than seventy-two (72) hours after the arrest, conviction, or notification that the person has been listed as a Perpetrator in the statewide database.
- 5.3.2.** An Employee or Volunteer who fails to disclose an offense or incident as described in section 7.3.1 commits a misdemeanor of the third degree and shall be subject to discipline and up to and including termination or denial of employment or a volunteer position.
- 5.3.3.** An Employer, Administrator, Supervisor, or other person responsible for employment decisions that intentionally fails to require an applicant to submit the required certification and clearances before the applicant's hiring commits a misdemeanor of the third degree.
- 5.3.4.** At all times, the results of each person's background certification and clearances must be treated with confidentiality. If the screening of any person reveals a prior history of criminal activity, the Diocesan Vicar General, Secretary, or Pastor is to consult with the Program Director before the person assumes any employment or volunteer position. A school principal is to direct the matter to the Diocesan Secretary for Education, who will discuss it with the Program Director.

- 5.4. Clergy Screening Requirements.** Clergy, Seminarians, and Consecrated Individuals shall be screened by the Secretariat for Clergy and Consecrated Life prior to admission to the seminary or a formation program.
- 5.4.1.** Clergy, Seminarians, and Consecrated Individuals must undergo a psychological assessment as part of the screening process in a manner designated by the Secretariat for Clergy and Consecrated Life. At the discretion of those responsible for their formation, the psychological assessment may be repeated prior to ordination.
- 5.4.2.** Clergy from other dioceses seeking to incardinate into the Diocese or requesting the faculties of the Diocese are screened by the Secretariat for Clergy and Consecrated Life prior to receiving any ministerial assignment or faculties in the Diocese, following consultation with, and documentation from, the cleric's proper Bishop. The Vicar General will require a letter from the cleric's own Bishop attesting to the good standing of the cleric. This letter, which must state that the cleric has never been the subject of a Substantiated Claim of Sexual Abuse of a Minor, is necessary before the cleric is given an assignment within the Diocese or is granted the faculties of the Diocese. If the cleric served previously in the United States, background certification and clearances (criminal record checks) will also be conducted in the State of his last U.S. assignment prior to his grant of faculties in the Diocese.
- 5.4.3.** Priests, Deacons, Brothers, or students from Institutes of Consecrated Life assigned to the Diocese are screened by documentation from their major Superiors, obtained by the Vicar General prior to any assignment to ministry in the Diocese. The Vicar General will require a letter from the cleric's major Superior attesting to the good standing of the cleric. This letter, which must state that the cleric has never been the subject of a Substantiated Claim of Sexual Abuse of a Minor, is necessary before the cleric is given an assignment within the Diocese or is granted the faculties of the Diocese. All background certification and clearances will also be required.
- 5.4.4.** In each case where a cleric has been found not guilty of criminal conduct by civil authorities, or has been investigated by civil authorities without prosecution, the Diocese shall make an independent inquiry into and determination of the given cleric's fitness for ministry.
- 5.5. Safe Environment Coordinator.** The Bishop shall request that each Parish, School, and Seminary designate a Safe Environment Coordinator to oversee the Parish, School, or Seminary program for screening, selecting, and supervising those working in the Parish, School, or Seminary who will have regular or unsupervised direct contact with children. The Office of the Director of Safe Environment shall provide training to such coordinators upon their assumption of those responsibilities and then no less than every three (3) years thereafter.

- 5.5.1.** The Director shall request confirmation that a Safe Environment Coordinator has been designated in each Parish, School, and Seminary.
- 5.5.2.** If a Parish, School, or Seminary fails to confirm the designation of a Safe Environment Coordinator, the Director shall within a reasonable time notify the Bishop and the board of trustees of the Parish, School, or Seminary in writing that a local Safe Environment Coordinator has not been designated.
- 5.6.** Ineligible for Employment or Clergy Position. The Diocese shall not assign a cleric for a position in public ministry or a position that provides access to minors, who has a Substantiated Claim of Sexual Abuse of a Minor against him, or who is otherwise deemed unsuitable for ministry.
- 5.6.1.** Fitness Determination. Where there have been allegations of Sexual Abuse of a Minor by a cleric, fitness for ministry determinations are to be made by the Bishop upon recommendations from the Diocesan Review Board. If the Bishop, after considering these recommendations, determines a Cleric is unfit for ministry based on a Substantiated Claim of Sexual Abuse of a Minor, the Diocese shall not recommend such cleric to another religious organization, and shall notify an inquiring organization of the determination regarding fitness for ministry.
- 5.6.2.** Assignment or Transfer. If a cleric seeks assignment, transfer, or residence outside of the Diocese Territory, the Diocese shall seek permission from the Cleric to make available for review by the receiving diocese, religious community, or organization a complete copy of his Clergy file and any other Diocese files materially related to the cleric. If the cleric permits review, the Diocese shall provide such receiving entity access to the complete Clergy file and any other Diocese files materially related to the Cleric. If the Cleric refuses review or limits review of the complete file or any other Diocese files materially related to the cleric, the Diocese shall notify the receiving entity that the cleric refused access or is limiting access.
- 5.6.3.** Disclosure. The Diocese shall disclose any allegation of Sexual Abuse of a Minor to any diocese, Catholic entity, or secular employer that inquiries about the existence of any allegation of Sexual Abuse of a Minor with respect to any past or present cleric of the Diocese to the extent that such disclosure is allowed by federal and state law. The Diocese shall also disclose the status or resolution of that allegation as reflected in its records to the extent allowed by federal and state law.
- 5.6.4.** Prohibited Recommendations. The Diocese shall not recommend and shall have a policy that prohibits a cleric or Diocese employee from recommending, an employee for a position that provides access to Minors if the employee has a Substantiated Claim or pending allegation of Sexual Abuse of a Minor against him or her.

6. Outreach and Assistance for Survivors

- 6.1. Emotional and Spiritual Welfare. Survivors of sexual abuse must know that the Church cares for them and that the primary focus of the Diocese is the good of those who have suffered because of the sexual abuse by clergy or by any Church personnel. The foremost concern of the Diocese is for the Survivors of sexual abuse and their emotional and spiritual welfare. Therefore, we must and will continue to offer to survivors immediate loving and compassionate care. People must know that they can and should seek the help of the Church whenever abuse occurs, and Survivors must be encouraged to report sexual abuse whenever it occurs, and the Diocese will do so if they are unable or unwilling to. The entire Church community must also pray for Survivors of sexual abuse, especially children, for their families, and for all who have been hurt and scandalized by the sexual abuse by clergy or by any Church Personnel.
- 6.2. Survivor Assistance Coordinator. The Bishop will name a Victim (Survivor) Assistance Coordinator to oversee all aspects of the outreach and assistance to Accusers and Survivors of sexual abuse (cf. USCCB Charter, art. 2). The Victim (Survivor) Assistance Coordinator will attend Diocesan Review Board meetings and will serve as a member of the Youth Protection Council.
 - 6.2.1. The Victim (Survivor) Assistance Coordinator will be the Diocesan contact and support Person for Accusers and Survivors of sexual abuse. Prior to the inquiry into any Accusation, the Victim (Survivor) Assistance Coordinator will designate a Support Counselor to participate in the Preliminary Inquiry by serving on the Inquiry Team. During the Preliminary Inquiry process, it is the Support Counselor who will serve as the contact and support person for the Accuser or alleged Survivor, advising the Victim (Survivor) Assistance Coordinator of the immediate needs that have been expressed by the Accuser and his or her family, and who will make specific recommendations to the Response Team during their meeting.
 - 6.2.2. Following the Preliminary Inquiry, the Victim (Survivor) Assistance Coordinator is responsible for the on-going assistance to an Accuser or alleged Survivor until they mutually determine that such support and assistance is no longer needed. The Victim (Survivor) Assistance Coordinator will help the Accuser or alleged Survivor obtain counseling or therapy from a qualified, mutually agreed upon provider, and will answer any questions the Accuser or alleged Survivor may have about the process.
 - 6.2.3. If requested, the Victim (Survivor) Assistance Coordinator will help the Accuser or alleged Survivor obtain any needed urgent medical assistance as well as pastoral or spiritual care. If requested, the Victim (Survivor) Assistance Coordinator will also help the Accuser or alleged Survivor locate any available financial assistance to satisfy any outstanding financial expenses of mental health therapy.

6.3. Emotional Welfare of the Survivor. The primary concern of the Diocese is for the emotional welfare of the Survivor. All Survivors are to be offered spiritual, pastoral, and mental health assistance, regardless of their ability or willingness to pay for these services (cf. USCCB Charter, art. 1).

6.3.1. If the Diocese does not appear to have legal liability in a case, and the abuse has been established, the expenses for the Survivor's therapy are the personal responsibility of the Accused, and the Diocese will assist in obtaining a financial commitment from the Accused to the extent possible. If the offending cleric or employee is unwilling to pay the therapy expenses, the Bishop may compel the accused to pay to the extent possible under canon and civil law, even by means of the attachment of wages.

6.3.2. In cases in which the offending cleric is from an Institute or Society of Consecrated Life or another Diocese, the cleric's proper Superior or Bishop will be asked to pay for the Survivor's counseling expenses.

In no instance will appropriate counseling assistance be denied due to an inability to pay on the part of the offending cleric, Diocese, or Institute or Society of Consecrated Life.

6.4. Diocese Financial Assistance to Survivors. The Diocese may also offer financial assistance as part of its pastoral outreach to Survivors of sexual abuse. Such action implies no legal liability on the part of the Diocese. Any financial assistance will generally be offered for up to two (2) years or 104 sessions of counseling, provided by a mutually agreed upon and properly credentialed therapist. After the initial 104 sessions of therapy, an assessment by the Victim (Survivor) Assistance Coordinator may be needed to determine: (1) the effectiveness of current therapies; (2) if additional assistance may be necessary (an additional 13 sessions at a time will be approved, with progress reports submitted to the Victim (Survivor) Assistance Coordinator according to APA standards); or (3) when to end such assistance. At no time, however, will the Survivor be left without financial assistance to help pay for needed therapy for up to one (1) year or 52 sessions.

6.4.1. Counseling assistance may be terminated under any one of three conditions: (1) all parties agree; (2) 104 counseling sessions have already been provided; or (3) it is obvious to one or more parties, in consultation with others (e.g., members of the Diocesan Review Board) that the therapy is not effective. In the latter case, when fewer than 104 sessions have been provided, efforts will be made by the Victim (Survivor) Assistance Coordinator to help the Survivor obtain another mutually agreed upon and credentialed therapist.

7. Response to an Accusation of Sexual Abuse

7.1.1. Reporting Procedures. For those reporting an Accusation by a Cleric or any Church Personnel to the Diocese, the following procedures are normally utilized. These procedures will be regularly announced in the Diocesan

newspaper, The Catholic Witness, and may be found on the Diocesan website at www.youthprotectionhbg.com (cf. USCCB Charter, art. 2). The first step is to notify the proper civil authorities via ChildLine (either by phone or via the online DHS portal). Next, the Program Director is normally to be notified immediately of the suspected Sexual Abuse of a Minor involving the Diocese in any direct or indirect way. A report is normally made by calling the reporting number at 1-800-626-1608, or by emailing ReportAbuse@hbgdiocese.org, or by calling the Diocesan Center at 717-657-4804 and asking to speak with either the Victim (Survivor) Assistance Coordinator or the Program Director.

7.1.2. In the absence of the Victim (Survivor) Assistance Coordinator and the Program Director, reports can be made to the Vicar General, the Secretary for Clergy and Consecrated Life, or the Judicial Vicar. The following actions will then be taken immediately.

7.2. Initiating the Inquiry Process:

7.2.1. After receiving a report of suspected Sexual Abuse of a Minor, the Program Director will determine that the proper civil authorities have been contacted. Next, an Inquiry Coordinator will be appointed to begin the Inquiry process as soon as possible, according to the following steps. The Inquiry Coordinator will normally be a canon lawyer if the Allegation is against a cleric, seminarian, those in formation toward Holy Orders, or a person in Consecrated Life. If the allegation is against any Church Personnel, the Inquiry Coordinator will be the employer or supervisor of the Accused. In such a case, a canon lawyer will help and advise the Inquiry Coordinator.

7.3. Status of Accused:

7.3.1. A Bishop – If an Accusation is made against a Bishop, whether serving currently or previously in the Diocese of Harrisburg (or elsewhere), the Bishop will refer the matter immediately to the Apostolic Nuncio in Washington, DC, and will follow the directions of the Nuncio (cf. *Vos Estis Lux Mundi*). The Accusation will also be forwarded to the appropriate civil authorities as required by law.

7.3.2. A Cleric, Seminarian or Consecrated Individuals – If an Accusation is received against any such person, the Program Director is to notify the Bishop and the Secretary for Clergy and Consecrated Life, or in the case of a seminarian, the Vocation Director, of the report without delay. The Program Director will appoint a canon lawyer as the Inquiry Coordinator and the Preliminary Inquiry will normally begin with the report that is made to the appropriate civil authorities. If the Accused is incardinated in, or in formation for another Diocese, the Program Director, together with the Secretary for Clergy and Consecrated Life will contact the proper Bishop of the Accused without delay to forward the Accusation. It is the expectation of the Diocese of Harrisburg that the proper Diocese of the Accused will conduct the Preliminary Inquiry (according to their own policy and process). Only if they are not able to do so

(due to lack of canonical staff, geographical distance, small numbers, etc.) will the Diocese of Harrisburg conduct the Preliminary Inquiry, and then forward the results to the proper Bishop of the Accused.

7.3.3. Laiety in Consecrated Life – If an Accusation is received against any such person, the Program Director is to notify the Bishop and the Secretary for Clergy and Consecrated Life of the report without delay. After consultation with civil counsel and the appropriate civil authorities an internal Inquiry proceeds. Since the Accused is not a cleric, but a member of an Institute of Consecrated Life, with his/her own proper Superior, the Program Director, together with the Secretary for Clergy and Consecrated Life, will contact the proper Superior of the Accused without delay to forward the Accusation. It is the expectation of the Diocese that the Institute or Society of the accused will conduct the Preliminary Inquiry (according to their own policy and process). Only if they are not able to do so (due to lack of canonical staff, geographical distance, small numbers, etc.) will the Diocese of Harrisburg conduct the Preliminary Inquiry, and then forward the results to the proper Superior of the Accused and inform the appropriate civil authorities

7.3.4. Church Personnel – If an Accusation is received against any Church Personnel, the Program Director is to notify the responsible supervisor or employer of the Accused of the report without delay. After consultation with civil counsel and the proper civil authorities the Diocese may proceed with an internal inquiry.

7.3.5. Vendor, Independent Contractor or Subcontractor – If an Accusation is received against any of these persons, the Program Director is to forward the report and all known details to the appropriate civil authorities without delay. The Diocese will not conduct any inquiry into these reports.

7.3.6. Sexual Abuse of a Minor by another Minor – If an Accusation is received, stating that one Minor abused another Minor, the Program Director will assist the one who received the report in identifying the most appropriate and effective response. Such an Accusation will not be investigated under these Child Protection Protocols, but if it is a reportable offense it will be forwarded without delay to the appropriate civil authority.

7.4. Specific Steps of the Inquiry Process. The following steps will be taken whenever an Accusation is received by the Diocese and such an Accusation falls under these Child Protection Protocols:

1. The Accusation will be immediately reported to ChildLine (via the statewide number, and followed by a written report within 48 hours, or via the DHS online portal). The Accusation will be reported even if the Accusation is not per se reportable under the CPSL: all Allegations shall be reported to ChildLine. The only exception is Allegations received by a Cleric during confession.

2. The Diocese shall follow any report to ChildLine with a letter to the appropriate District Attorney; such letter shall be issued within 14 days of the report.
3. The Diocese shall not investigate an Allegation until the civil authorities consent to such an investigation.
4. After the proper civil authorities have been consulted and give approval, and if the claim of Sexual Abuse of Minor involves a living person, the Diocese will have Independent Professional Investigators investigate the claim. The Independent Professional Investigators will examine such evidence as necessary (including files of the Diocese), and interview such persons as they deem necessary, reasonable, and appropriate to investigate the matter, including, if available, the Accuser, witnesses, and the Accused. When interviewed, the Accuser or a Survivor shall be advised of the right to have counsel present and have present any other person the Accuser or the Survivor wishes, including, but not limited to, a professional counselor. When interviewed, the Accused will be informed that the civil authorities have been informed and will be encouraged to obtain legal counsel under both canon and civil law. The Accused shall be given, in writing, a list of rights enjoyed by both the Accused and the Accuser. Upon completion of their investigation, the Independent Professional Investigators shall present written summaries of their findings to the Director.
5. The Independent Professional Investigators shall also present their findings to the Diocesan Review Board.
6. Upon consultation with the Diocesan Review Board, the Bishop shall make the final determination on whether the claim is a Substantiated Claim.

8. Possible Outcomes of the Inquiry Process

- 8.1. Administrative or Enforced Leave. A person Accused of the Sexual Abuse of a Minor, no matter what their status, will normally be placed on enforced leave from their assignment, office, or employment. This administrative or enforced leave incurs no interruption of salary and accrual of benefits and may occur at any stage of the inquiry process. This action may occur immediately upon notice to the accused, at the discretion of the Accused's responsible supervisor, or—in the case of clergy and Diocesan employees, or in the absence of the responsible supervisor—of the Program Director or the Vicar General. The faculty to impose temporary administrative or enforced leave in such circumstances and, in cases involving Clerics, to demand withdrawal from a particular rectory or place of residence, is expressly granted by the Bishop as particular law under these Child Protection Protocols to the Vicar General, the Judicial Vicar, and the Secretary for Clergy and Consecrated Life. This action is not penal in nature yet exists as a tool in the free and unhindered investigation of a serious accusation of a crime (cf. Essential Norms, n. 9).

- 8.1.1.** Motivating factors for administrative or enforced leave include: (1) the Accuser is still a minor; (2) the ministry, employment or volunteer position of the Accused directly involves Direct Contact with Children; (3) the alleged abuse occurred where the Accused is currently assigned, employed or in a volunteer position; (4) the Accused is still in the same assignment, employment or volunteer position in which the alleged abuse occurred; (5) there may be physical evidence to preserve at the place where the Accused is assigned, employed or volunteers; or (6) the Accusation has become known or, if known, would engender scandal or contempt for either the Accuser or the Accused.
- 8.2.** Publicity. Unless circumstances suggest otherwise, no publicity is to be given to this leave, and co-workers and colleagues are not informed of this action by the Diocese. This step is taken to protect the good name and reputation of the Accused during this initial inquiry. If a person is placed on leave, such leave is normally not to extend beyond the Response Team meeting(s) and inquiry conclusion. The act of placing an Accused on enforced leave will not give rise under canon law to an action for reinstatement during the leave, or for damages at any time.
- 8.3.** When Sexual Abuse of a Minor is Substantiated - When the Sexual Abuse of a Minor is deemed to be a Substantiated Claim, the Accused, no matter what his or her status, will be permanently removed from all ministry, employment or volunteer status and the individual's Youth Protection Badge will be permanently revoked.

Employee - even a single Substantiated Claim of Sexual Abuse of a Minor results in permanent dismissal from all Diocesan, parish, school, or other institutional employment. The former employee will not be permitted to volunteer in any position of ministry in the Diocese. If the employer is contacted by any other potential employer, full disclosure of the incident may be made, after seeking counsel of the Diocesan Solicitor.

Volunteer - will be removed permanently from all his or her volunteer positions in the Diocese, parish, mission, school, or other institutions, and not permitted to volunteer or seek employment in any position of ministry in the Diocese in the future.

Seminarian – will be dismissed from formation.

Cleric incardinated in the Diocese of Harrisburg - will be removed from his place of assignment (parish, campus, hospital, etc.), from any assignment or participation in ministry, and if a priest, his faculties will be withdrawn, and he will be placed under penal precept. For even a single Substantiated Claim of Sexual Abuse of a Minor, no matter when it occurred, which is admitted or established after an appropriate canonical process, the offending Cleric will be permanently removed from all ministry (cf. USCCB Charter, art. 5; Essential Norms, n. 8). In every case

where the Sexual Abuse of a Minor by a Cleric has been admitted or established, or in which the Accusation at least seems to be true, the Bishop will forward the case file to the Congregation for the Doctrine of the Faith as required by the norms of the Holy See document, *Sacramentorum sanctitatis tutela*. Also, in every case the pertinent processes provided in Canon Law will be strictly observed (cf. Book VI of the Code of Canon Law; the USCCB Charter; the USCCB Essential Norms), and dismissal from the clerical state may be sought, if the case warrants it (cf. USCCB Essential Norms, n.8). A report will also be made to the appropriate civil authorities.

- a. For a Cleric, even a single Substantiated Claim of Sexual Abuse of a Minor, no matter how long ago such abuse may have occurred, brings permanent removal from all ministries. An offending Cleric may be offered professional assistance for his own healing and well-being, and for the purpose of prevention, even though he will never function in any ministerial capacity again. The Cleric will be given the assistance of the Diocese if he wishes to seek voluntary laicization. In the event voluntary laicization is not sought, the penalty of dismissal from the clerical state will be diligently pursued. The Diocese shall do everything within its power to initiate proceedings to dismiss the Cleric from the clerical state.
- b. To the extent permitted under State, Federal, and Canon Law, the Diocese will take all steps within its control to discontinue payments of any kind to Clergy incardinated in the Diocese against whom a Substantiated Claim has been found.
- c. The Diocese shall remove photos and any visible honors (such as a plaque honoring that Cleric individually or naming of a building or hall in that Cleric's honor) from public display for each priest with a Substantiated Claim of Sexual Abuse of a Minor. This does not prevent the Diocese from displaying photos of individuals with a Substantiated Claim of abuse if that photo or the words accompanying it clearly indicate that the individual had a Substantiated Claim of Sexual Abuse of a Minor asserted against him or her.
- d. The Diocese will provide timely, detailed updates regarding each of the above efforts to the Diocesan Review Board.

Cleric incardinated in another Diocese or is a member of an Institute or Society of Consecrated Life and the Preliminary Inquiry was conducted by the Diocese of Harrisburg - the Secretary for Clergy and Consecrated Life together with the Program Director will promptly notify the proper Bishop or Superior of a Substantiated Claim of Sexual Abuse of a Minor. The Accused will be removed from any assignment or participation in

ministry, and if a priest, his faculties will be withdrawn, and he will be placed under penal precept. The proper Bishop or Religious Superior will be responsible for the residence of the Accused apart from any diocesan or parochial facility.

Consecrated Individuals - if the Preliminary Inquiry was conducted by the Diocese of Harrisburg, the Secretary for Clergy and Consecrated Life together with the Program Director will promptly notify the proper Superior of the Accused of a Substantiated Claim of Sexual Abuse of a Minor. The Accused will be removed from residence within the Diocese, from any assignment or participation in ministry (volunteer or paid), and he or she will be placed under penal precept. A report will also be made to the appropriate civil authorities of that jurisdiction.

- 8.4.** When a claim of Sexual Abuse of a Minor is a Substantiated Claim: The employer or responsible supervisor of the Accused (for any Church personnel) or the Bishop (for any Cleric, seminarian, one in formation toward Holy Orders, or person in Consecrated Life) shall undertake all reasonable efforts to effectuate appropriate action, including the following:
- (i) If the Accused is not a Cleric, to terminate employment or volunteer status. The accused is thus prohibited from all employment and all volunteer positions within the Diocese.
 - (ii) If the Accused is a seminarian or in formation toward Holy Orders, to dismiss him from formation.
 - (iii) If the Accused is a Cleric incardinated in the Diocese of Harrisburg, to continue his Administrative Leave and to forward the results of the Preliminary Inquiry to the Holy See for further direction in the case; to place him under penal precept or canonical penalty, which will forbid him from presenting himself as a Cleric and from functioning publicly as a priest or deacon.
 - (iv) If the Accused is a Cleric incardinated in the Diocese of Harrisburg, to request that he seek a medical or psychological assessment, evaluation, or treatment, which does not preclude other appropriate actions at the same time.
 - (v) If the Accused is a Cleric not incardinated in the Diocese of Harrisburg, and the Diocese of Harrisburg has conducted the Preliminary Inquiry, to forward the matter, in its entirety, to the Cleric's proper Bishop or Superior and to withdraw any assignment to ministry, employment, permission to reside, and faculties of the Diocese.
 - (vi) If the Accused is not a Cleric but is a member of an Institute or Society of Consecrated Life, and the Diocese of Harrisburg has conducted the Preliminary Inquiry, to forward the matter, in its entirety, to the person's

proper Superior and to withdraw any assignment to ministry, employment, volunteer status, and permission to reside within the Diocese.

- (vii) The Diocese shall aid Pastors and principals so that they may appropriately respond to media inquiries and provide media responses designed to reassure the community that abuse allegations are taken seriously and that the Diocese cooperates fully with civil authorities.
- (viii) The Diocese shall make public disclosures of Substantiated Claims of Sexual Abuse of a Minors by Clerics. In each case of a Substantiated Claim, the Diocese will add the name of the Cleric to the disclosure section of its website. Public disclosures under this paragraph shall be made as soon as reasonably practicable but, in any event, no later than thirty (30) days after the relevant determination. The Diocese will also share this information with the public by issuing and posting a press release on its website.

8.5. Anonymous Accusations.

8.5.1. The Diocese strongly discourages anonymous reports of suspected Sexual Abuse of a Minor by persons other than the Survivor himself or herself, because anonymous reports can prevent the healing and reconciliation of the Survivor and generally provide insufficient information for a competent and fair inquiry. Anonymous Accusations may inadvertently allow sexual abuse to continue and are therefore, strongly discouraged. They will, however, be investigated consistent with these Protocols and will always be reported to civil authorities.

8.5.2. The right to know the identity of one's Accuser is based on the fundamental rights of due process, including the right of the Accused to self-defense. Protection of due process is necessary to maintain the integrity of the Church's ministry and to indicate the seriousness of false accusations. Because an Accusation of the Sexual Abuse of a Minor can bring serious harm to a person's reputation and employment, it is important to safeguard the rights of the Accused as well as those of the Accuser. Ordinarily, the Accuser's identity will be made known to the person accused of the serious crime of Sexual Abuse of a Minor.

8.5.3. The consequences of untrue accusations are dire, since they may involve permanent emotional trauma, loss of reputation and employment, and may lead to litigation harmful to all persons involved.

8.6. False Accusations.

8.6.1. If an Accusation has been completely retracted or it is otherwise patently clear that the Accusation is unfounded in fact and made with malice, and if the matter has become public or has engendered scandal or loss of reputation to the Accused, every effort will be made to restore the good reputation of the Accused (cf. USCCB Essential Norms, norm 13). If appropriate, the Diocese will also consider civil or canonical action against the one making the false Accusation,

and the employee or Cleric will be advised of his or her rights in the matter. The appropriate response to a false Accusation will be determined by the Bishop, with advice from the Diocesan Review Board, on a case-by-case basis.

8.6.2. If the Accusation becomes known, the response may include appropriate communications with:

- (i) Staff or co-workers of the falsely Accused.
- (ii) The parish community of the falsely Accused.
- (iii) Diocesan officials of this or of any other diocese in which the falsely Accused may minister, reside, work or volunteer.
- (iv) The media.

8.6.3. If requested, the Diocese will assist the falsely Accused person in obtaining civil or canonical legal counsel. The Diocese will not, however, be obligated to provide any compensation or reimbursement for these services.

8.7. Role of the Bishop in the Process.

8.7.1. At times the Bishop's personal presence, or that of his delegate, may be needed to foster healing and reconciliation. The Bishop or his delegate will offer, through the Victim (Survivor) Assistance Coordinator, to meet with Survivors and their families (cf. Charter, art. 1). He will listen with patience and compassion to their experiences and concerns, and he will share with them his own sentiments and that of the Diocese, as expressed on May 1, 2016 by His Holiness, Pope Francis in his weekly address: "This (the abuse of minors) is a tragedy... We must not tolerate the abuse of minors. We must defend minors. And we must severely punish the abusers."

8.7.2. At times, the Bishop's personal presence, or that of his delegate, may also be needed to foster healing and reconciliation for the Accused, even though, if the Sexual Abuse of a Minor is deemed to be a Substantiated Claim, the Accused will never return to any assignment, employment, or volunteer status in the Catholic Church.

8.8. Legal Considerations

8.8.1. If either the Survivor or the Accused requests the counsel of a canon lawyer, the Victim (Survivor) Assistance Coordinator will help the Survivor or the Accused in locating competent outside canonical counsel to assist them. It is normally the personal responsibility of the Accused to pay all fees and costs associated with such canon law counsel during the Preliminary Inquiry and prior to the opening of any formal penal process, whether administrative or judicial.

- 8.8.2.** During a penal process, and if requested by the Survivor, the Diocese may assume part or all the costs associated with canonical counsel to the Survivor, if those costs are within acceptable standards suggested by the Canon Law Society of America
- 8.8.3.** All legal fees and any award for damages against the offender are the personal responsibility of the offender. Diocesan liability insurance does not cover intentional acts of a criminal nature, including acts of sexual abuse of minors.
- 8.8.4.** Furthermore, the Diocese will not assist in providing the legal fees for any offender. If a settlement is indicated in an extraordinary case, the Diocese will not enter into a confidentiality agreement unless specifically requested by the Survivor or the Survivor's legal representative and will do so only for compelling reasons. At no time will the Diocese initiate such a confidentiality agreement. If such a request for confidentiality is made and agreed upon by the Diocese, such a request of the Survivor will be noted in the text of the agreement (cf. USCCB Charter, art. 3).

9. Communications

- 9.1.** The inquiry into any Accusation will be kept as confidential as possible given the circumstances of the case. Determination of what disclosure is to be made and when, will be made on a case-by-case basis.
- 9.2.** Communications Coordinator. In accord with the USCCB Charter, the Bishop will designate a Communications Coordinator, who will serve as the official voice of the Diocese in all matters connected with the sexual abuse of minors and sexual misconduct by clergy, seminarians, those in formation toward Holy Orders, those in Consecrated Life, or any Church Personnel. Any other person offering statements or commentary to the media must be understood as offering only personal viewpoints and opinions, not necessarily reflecting the position of the Diocese or any of its parishes or schools in any official manner. The Bishop will designate another person to serve in the capacity of Communications Coordinator in the event this person is unavailable.
- 9.2.1.** The Communications Coordinator is a member of the Youth Protection Council and works closely with the Program Director in developing and maintaining the section on communications in these Child Protection Protocols. The communications policy will reflect a commitment to openness in a manner which respects the right to privacy and the reputation of all persons involved in Accusations, including the Accuser or Survivor as well as the Accused. The Communications Coordinator will be kept informed of new Accusations and the progress of inquiries into Accusations by the Program Director. The Communications Coordinator, in turn, will inform those individuals or groups with a legitimate interest in the matters, especially parish communities affected by sexual abuse Accusations, through regular release of information

9.2.2. Dioceses/eparchies are to be open and transparent in communicating with the public about sexual abuse of minors by clergy within the confines of respect for the privacy and the reputation of the individuals involved. This is especially regarding informing parish and other church communities directly affected by Sexual Abuse of a Minor. (USCCB Charter, art. 7).

9.3. Sharing Information. The primary means of communicating to the Catholic community and the larger public is through the diocesan website and in the diocesan newspaper, The Catholic Witness. As appropriate and as determined by the Communications Coordinator in consultation with the Program Director or the Bishop, other means of communication, including the secular media, will be used to make known the current policies of the Diocese regarding the sexual abuse of minors and any current inquiry into Accusations that have become public.

9.3.1. The Communications Coordinator is to recommend to the Program Director specific policies for keeping the following persons or groups of persons properly informed as needed:

- a. The secular media, regarding a specific Accusation or inquiry.
- b. The secular or religious media, regarding policies, procedures, and statistics.
- c. The clergy of the Diocese of Harrisburg.
- d. The staff or people of a parish, school, Secretariat, or other place affected by a specific Accusation.
- e. The Catholic people of the Diocese of Harrisburg.
- f. The public of Central Pennsylvania.

9.4. Public Disclosure. The Diocese shall make public disclosures of any future Substantiated Claims of clergy Sexual Abuse of a Minor that occurred in the Diocese Territory. The Diocese will encourage all potential Survivors to come forward.

9.4.1. The Diocese shall aid Pastors and principals so that they may appropriately respond to media inquiries and provide media response designed to reassure the community that abuse allegations are taken seriously and that the Diocese cooperates fully with civil authorities.

9.5. Disclosure and Confidentiality. The Diocese of Harrisburg constantly maintains on its website (www.youthprotectionhbg.com) a clear announcement on how to report suspected abuse of a minor (call the PA Child Abuse Hotline at 1-800-932-0313 or use the online DHS portal for reporting allegations at <https://www.compass.state.pa.us/cwis/public/home>); (2) of a vulnerable adult between the ages of 18-59 (call the 24-hours statewide Protective Services Hotline at: 800-490-8505); (3) of a vulnerable adult age 60 and above (call the 24-hour statewide Protective Services for Older Adults

Hotline: 800- 527-242); (4) of a minor by a cleric or any Church personnel (contact the Diocese at 1-800-626-1608 or ReportAbuse@hbgdiocese.org).

- 9.5.1.** The Diocese will also ensure that annual announcements on how to report the suspected abuse of a minor by a cleric or any Church Personnel will be made in all parishes (by announcement or printed in bulletins), as well as published in each issue of The Catholic Witness (cf. Charter, art. 2).
- 9.5.2.** By means of the annual announcements, the Diocese will encourage all Survivors of sexual abuse to report the cleric or Church Personnel to Diocesan officials. While the Church's primary focus is the healing and well-being of Survivors, these public announcements should assure Survivors of the eagerness of the Diocese to assist them and encourage them to come forward to prevent ongoing or future abuse.
- 9.5.3.** As previously noted, the inquiry into any Accusation will be kept as confidential as possible under the circumstances of the case. However, legal, and professional confidentiality is not to be misunderstood as secrecy. Determination of what disclosure is to be made and at what stage of the inquiry this is to be done is determined in each case.
- 9.5.4.** From time to time, it may become necessary or appropriate to provide information on a specific accusation or results of an inquiry to the institution to which the Accused is connected (i.e., their parish, school, Secretariat or Office). This will be done by the Communications Coordinator, with the Program Director and the proper Pastor, Principal, Diocesan Vicar or Secretary. Ordinarily, the right to privacy of both the Accuser and the Accused, the potential for damage to reputation of involved parties, and avoidance of further harm to a Survivor through publicity, suggest that appropriate disclosure be limited and controlled.
- 9.5.5.** Disclosure may be made to reach out to other possible Survivors, to repair harm or scandal caused by sexual abuse, to provide for punishment of criminal activity, or to restore the good name of one falsely Accused. Disclosure will respect and preserve the rights of all parties in both canon and civil law.
- 9.5.6.** Disclosure of an Accusation or of the results of an inquiry or penal process may be made to any of the following, depending on the circumstances of the case:
 - a. The staff or parishioners (or students) of the Accused's current and/or previous assignment(s) or place(s) of work or ministry.
 - b. Co-workers or staff of an Accused's current diocesan assignment, employment, or ministry.
 - c. Officials of any other Diocese or Institute or Society of Consecrated Life in which the Accused may now work or reside.

- d. Potential employers of the Accused.
- e. The secular or religious media.
- f. In every case disclosure will be made to the appropriate civil and ecclesiastical authorities.

9.5.7. If disclosure is made to a school or parish community at large, the Program Director, together with the Victim (Survivor) Assistance Coordinator, is to ensure that several counselors or therapists are available at the same time and place to offer immediate crisis counseling to any who desire it, or to report additional incidents of suspected abuse.

9.5.8. If disclosure is made to a select person or small group of persons, such disclosure is made with the expectation of confidentiality and privacy, under possible penalty in canon or civil law. If an Accusation becomes public by any means, the Communications Coordinator or the Program Director is to inform the appropriate personnel at the Accused's current assignment or employment that an inquiry is being conducted. Media questions are to be directed to the Communications Coordinator.

9.6. Inquiries from Third Parties

9.6.1. Any inquiries from the media concerning the Sexual Abuse of a Minor by a Cleric, Employee, or volunteer, who are in any way affiliated with the Diocese, are to be forwarded to the Communications Coordinator. It is the policy of the Diocese to provide accurate and up-to-date information concerning the number of Accusations received within a given time, the inquiries conducted, and the Accusations substantiated. This includes information regarding the employment or ministerial status of clergy or any Church Personnel since such information does not violate the privacy of the parties or jeopardize the free and complete investigation of an Accusation. The Diocese will not ordinarily offer commentary regarding an open inquiry or any matter in litigation before secular or ecclesiastical courts.

9.6.2. When an Accusation involves clergy from another Diocese, Institute or Society of Consecrated Life, or an employee or volunteer of either, the Communications Coordinator will be kept informed of the Accusation and the progress of the inquiry (which may or may not take place in the Diocese of Harrisburg), but normally all questions regarding the matter are referred to the person's proper Diocese or Institute of Consecrated Life.

10. Record Keeping

10.1. The Diocese shall keep and maintain in effect an acceptable use computing policy, consistent with the policy attached to these Protocols as **Exhibit []**.

- 10.2. The Office of the Director shall maintain records relating to clergy and the Safe Environment Program.
- 10.3. The Office of the Director shall maintain records of the training sessions and educational requirements required under the Policies.
- 10.4. The Diocese shall maintain files for all clergy.
- 10.5. The Diocese will not destroy clergy files.
- 10.6. Files may be maintained electronically.
- 10.7. Clergy files shall contain the following records:
 - A. Signed documents as required under the Policies.
 - B. Copies of all returned background checks.
 - C. Internal memoranda or documentation regarding clergy misconduct.
 - D. Records of any allegation of Sexual Abuse of a Minor.
 - E. Records of any mandatory report made to law enforcement about the cleric.
 - F. Records of any internal investigation.
 - G. Records relating to review by all Review Boards.

11. Other Considerations

- 11.1. The Website. The Diocese shall support and encourage the reporting of abuse both on its website and in print documents posted in parishes and schools. The website or documents shall seek to educate the public on the reporting of clergy misconduct and the protection afforded those who make good-faith reports.
- 11.2. Meetings with Survivors and Listening Sessions. In instances where a claim of Sexual Abuse of a Minor is deemed a Substantiated Claim, if requested, Diocese leadership shall meet with the Survivor or his or her support person(s) as may be reasonably arranged, with due respect for the needs of the Survivor. Upon request, the Bishop will meet with any Survivor.
- 11.3. Apology Letter. In instances where a claim of Sexual Abuse of a Minor is deemed a Substantiated Claim, if requested by the Survivor, the Bishop shall, on behalf of the Diocese, send a personally signed letter of apology to the Survivor.
- 11.4. Annual Mass. The Diocese will have a Mass at least once per calendar year dedicated to support of Survivors and to prevention of sexual abuse of children. The Bishop will strongly encourage in writing all Clergy to attend the annual Mass. The Bishop will exercise best efforts to preside over this annual Mass. The Diocese shall cause to be

announced in Parish bulletins at least one month in advance the time and location of this annual Mass. The location of this annual Mass shall rotate through each Deanery located within the Diocese.

- 11.5. 24/7 Hotline. The Diocese shall continue to maintain an independent mechanism where concerns regarding misconduct or suspected misconduct can be reported. The mechanism should provide for 24/7 access and allow reports to be made by phone or through a confidential web-based reporting mechanism.
- 11.6. Law Enforcement. The Diocese shall have a policy to provide law enforcement in the appropriate jurisdiction with the known residential address of each Cleric incardinated in the Diocese having a Substantiated Claim of Sexual Abuse of a Minor.

12. Compliance

- 12.1. The Diocese shall institute a reasonable timeline for compliance with these Protocols.
- 12.2. Not less than every sixty (60) months, the Diocese shall cause to be undertaken an independent audit of the Diocese's compliance with the Diocese's safe environment program. The independent audit shall be conducted by a firm with demonstrated competencies to conduct a compliance audit with policies like these Protocols.
- 12.3. Each audit shall be provided to the Independent Professional Investigator(s) and maintained by the Diocesan Review Board.
- 12.4. The Diocese will review and consider each audit report to further evaluate and continuously improve these Protocols.

EXHIBIT I
TRUST DISTRIBUTION PLAN

**TRUST DISTRIBUTION PLAN
ROMAN CATHOLIC DIOCESE OF HARRISBURG**

I. Definitions; Capitalized Terms.

Capitalized terms used in this Distribution Plan shall have the meanings ascribed to them in the *Roman Catholic Diocese of Harrisburg's Chapter 11 Plan of Reorganization* (Dkt. No. []) filed on [], 2022 (the "**Plan**") or the trust agreement for the Roman Catholic Diocese of Harrisburg Settlement Trust attached as **Exhibit C** to the Plan (the "**Trust Agreement**"), as applicable, unless otherwise defined in this Trust Distribution Plan (the "**Distribution Plan**").

II. Rules of Interpretation and General Guidelines.

A. Purpose

This Distribution Plan is designed to provide guidance to the Survivor Claims Reviewer in determining the amount of each Survivor Claim under the Plan, by assigning to each such Survivor Claim a value pursuant to the Evaluation Factors set forth below.

B. General Principles.

As a general principle, this Distribution Plan intends to set out a procedure that provides substantially the same treatment to holders of similar Survivor Claims. The range of values set forth in the Evaluation Factors and discretion provided to the Survivor Claims Reviewer to determine and to adjust the value to be assigned to a particular Survivor Claim are intended to reflect the relative values of Survivor Claims.

C. Sole and Exclusive Method.

The Evaluation Factors set forth below shall be the sole and exclusive method by which the holder of a Survivor Claim may seek allowance of and distribution on account of their Survivor Claim. Although the factors collectively comprise the methodology that must be applied in reviewing Survivor Claims, the Survivor Claims Reviewer may take into account factors in addition to those identified in this Distribution Plan.

D. Interpretation.

The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of this Distribution Plan.

E. Confidentiality and Privilege.

All information the Survivor Claims Reviewer receives from any source about any Survivor Claim shall be held in strict confidence and shall not be disclosed absent an order of the Bankruptcy Court or the written consent of the holder of the Survivor Claim. All information the Survivor Claims Reviewer receives from any holder of a Survivor Claim, or from such Claimant's counsel, shall be subject to a mediation privilege and receipt of such information by the Survivor Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work

product claim or any similar privilege or doctrine.

F. Survivor Claims Reviewer

Kramer Law LLC is the Survivor Claims Reviewer. The Survivor Claims Reviewer shall conduct a review of each of the Survivor Claims and, according to the guidelines set forth below, shall make determinations upon which individual monetary distributions will be made subject to the Plan and Trust Agreement.

III. Procedure.

A. Allowance of Survivor Claims.

A Survivor Claim shall be allowed if the Survivor Claims Reviewer determines the Survivor Claimant has proved their Survivor Claim by the preponderance of the evidence. If necessary, the Survivor Claims Reviewer may ask for additional information to make this determination. The holder of a Survivor Claim may refuse any request by the Survivor Claims Reviewer, but does so at such holder's own risk.

B. Survivor Claim Status Determination.

Under the Plan, Survivor Claims are divided into three categories: (i) Known Survivor Claims; (ii) Unknown Survivor Claims; and (iii) Late-Filed Survivor Claims. If the Survivor Claims Reviewer determines that the Survivor Claimant holds an Unknown Survivor Claim, the Survivor Claims Reviewer shall immediately notify the Trustee for purposes of funding the Unknown Survivor Claims Reserve, subject to and in accordance with the terms of the Plan.

C. Survivor Claim Amount Determination.

If a Survivor Claim is allowed, the Survivor Claims Reviewer shall determine the amount of such Survivor Claim by assigning such Survivor Claim a value pursuant to the Evaluation Factors. The Survivor Claims Reviewer shall consider all of the facts and evidence presented by the holder of the Survivor Claim in the applicable Proof of Claim or, if the holder of the Survivor Claim did not file a Proof of Claim prior to the Effective Date of the Plan, the Proof of Claim form submitted to the Survivor Claims Reviewer after the Effective Date. Holders of Survivor Claims may supplement their Proofs of Claim to provide additional information to the Survivor Claims Reviewer until ten (10) days after the Confirmation Date. The Survivor Claims Reviewer may consider the credibility of the holder of a Survivor Claim and the facts alleged in support of the Survivor Claim and, in the Survivor Claims Reviewer's sole discretion, reduce or deny the Survivor Claim.

D. Determinations by the Survivor Claims Reviewer.

The Survivor Claims Reviewer or the Trustee shall notify each holder of a Survivor Claim in writing of the expected monetary distribution with respect to the applicable Survivor Claim, which distribution may be greater or smaller than the actual distribution to be received based on the outcome of any reconsideration claims. The Survivor Claims Reviewer's determination shall be final unless a timely request is made for the point award to be

reconsidered by the Survivor Claims Reviewer. Holders of Survivor Claims shall not have any right to any other appeal of the Survivor Claims Reviewer's point award.

E. Requests for Reconsideration.

The holder of a Survivor Claim may request reconsideration by delivering a written request for reconsideration to the Survivor Claims Reviewer within twenty (20) calendar days after the date of mailing of the notice of the preliminary monetary distribution. Each written request must be accompanied by a check for the reconsideration fee in the amount of two hundred fifty dollars (\$250.00) and may be accompanied by any other or additional evidence in support of the Survivor Claim. Upon reconsideration, the distribution on account of the reconsidered Survivor Claim may increase or decrease. The Survivor Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Survivor Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review, or appeal by any party, including any court.

F. Distribution to Holders of Survivor Claims Other than Unknown Survivor Claims.

Once the Survivor Claims Reviewer has made all reconsideration determinations, the Trustee shall determine the dollar value of the distribution to be made on account of each Survivor Claim (other than Unknown Survivor Claims) based upon the Survivor Claim's pro rata share of the total final points assigned by the Survivor Claims Reviewer pursuant to this Distribution Plan and the available funds for distribution. The Trustee shall then make payment to the holders of each Survivor Claim (other than Unknown Survivor Claims) in accordance with the Trustee's power and duties under the Trust Agreement.

G. Distribution to Holders of Unknown Survivor Claims.

If one or more Unknown Survivor Claims is received, the Survivor Claim will evaluate the Unknown Survivor Claim and, if allowed, assign a total point value to each Unknown Survivor Claim. The points assigned to any Unknown Survivor Claim shall be reduced by half (1/2). If an Unknown Survivor Claim is allowed and has a point value assigned to it, the holder of the Unknown Survivor Claim shall receive an immediate distribution in the amount of \$20,000 from the Unknown Survivor Claims Reserve. Upon the termination of the Unknown Survivor Claims Reserve, each holder of an Unknown Survivor Claim shall receive a distribution as follows:

- i. if the total value of Unknown Survivor Claims is less than the Unknown Survivor Claims Reserve, a distribution in an amount equal to the value assigned by the Survivor Claims Reviewer to the Unknown Survivor Claim; or
- ii. if the total value of the Unknown Survivor Claims is greater than the Unknown Survivor Claims Reserve, a distribution based upon the Unknown Survivor Claim's pro rata share of the total final points assigned by the Survivor Claims Reviewer to Unknown Survivor Claims; provided, however
- iii. in no event shall a holder of an Unknown Survivor Claim receive more than Fifty

Thousand Dollars (\$50,000).

H. Deceased Holders of Survivor Claims.

The Survivor Claims Reviewer shall review the claim of a deceased Claimant without regard to the Claimant's death. In instances in which a Claimant died prior to the submission of his or her Claim, the Survivor Claims Reviewer may require evidence that the person submitting the claim on behalf of the decedent was authorized to do so.

IV. Guidelines for Allocation for Survivor Claims.

Each Survivor Claim shall be evaluated by the Survivor Claims Reviewer, with each Survivor Claim being assigned points according to the following system.

A. Nature of Abuse and Circumstances. A point value ranging from zero (0) to fifty (50) shall be allocated for this section, giving considerations to, among other factors:

- i. the duration and frequency of the Abuse;
- ii. the type of Abuse (e.g., penetration, attempted penetration, masturbation, oral sex, touching under the clothing, touching over the clothing, kissing, sexualized talk);
- iii. Circumstances of the Abuse, including:
 - a. Grooming behaviors including but not limited to special privileges, special activities, special attention, social relationship with parents, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by perpetrator or Survivor; or Survivor use or exposure to pornography;
 - b. coercion or threat or use of force or violence, stalking;
 - c. relationship of Survivor Claimant to perpetrator including but not limited to whether the Survivor Claimant was a parishioner or student, held perpetrator in high regard, whether perpetrator was in position of trust, whether perpetrator had unsupervised access to claimant, and whether the Survivor claimant valued relationship with perpetrator;
 - d. location of abuse, including but not limited to isolated location, Survivor Claimant's home, rectory, church, cabin, orphanage, boarding school, trip.

B. Impact of the Abuse. A point value ranging from zero (0) to forty (40) should be allocated for this section. This section looks to how the abuse impacted the Survivor Claimant, including the impact on the Survivor Claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the Abuse resulted in legal difficulties for the Survivor Claimant. Some of these considerations may include the following, non-exhaustive list of factors.

- i. The Survivor Claims Reviewer should consider, along with any and all other relevant factors, whether the abuse at issue manifested, or otherwise led the Survivor Claimant to experience, or engage in behaviors resulting from:
 - a. **Mental Health Issues:** This includes but is not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, nightmares, sleep issues, sleep disturbances, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, isolation, hollowness, regret, shame, isolation, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.
 - b. **Physical Health Issues:** This includes but is not limited to physical manifestations of emotional distress, gastrointestinal issues, headaches, high blood pressure, physical manifestations of anxiety, erectile dysfunction, heart palpitations, sexually-transmitted diseases, physical damage caused by acts of abuse, reproductive damage, self-cutting and other self-injurious behavior.
 - c. **Spiritual Wellbeing:** This includes but is not limited to loss of faith in God, loss of faith and trust in religion and spiritual distress.
 - d. **Interpersonal Relationships:** This includes but is not limited to problems with authority figures, hypervigilance, sexual problems, marital difficulties, problems with intimacy, lack of trust, isolation, betrayal, impaired relations, secrecy, social discreditation and isolation; damage to family relationships, and fear of children or parenting.
 - e. **Vocational Capacity:** This includes but is not limited to under- and un-employment, difficulty with authority figures, difficulty changing and maintaining employment, feeling of unworthiness or guilt related to financial success.
 - f. **Academic Capacity:** This includes but is not limited to school behavior problems.
 - g. **Legal Difficulties:** This includes but is not limited to criminal difficulties, bankruptcy, fraud.

C. Survivor Claimant Involvement. A point value ranging from zero (0) to ten (10) should be allocated for this section. The Survivor Claims Reviewer shall consider that all Survivor Claimants have benefited from the work and cost incurred by those Survivor Claimants who have previously asserted claims against the Diocese and have participated in the legal and factual development of claims against the Diocese.

The Survivor Claims Reviewer should consider factors including but not limited to whether the Survivor Claimant has filed a civil lawsuit relating to his or her abuse; whether the Survivor Claimant participated in a criminal case relating to his or her abuse; whether the Survivor Claimant and/or the Survivor Claimant's family has been subject to a deposition, mediation or interview; whether the Survivor Claimant has participated on the committee representing survivors; and whether the Survivor Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all Survivor Claimants.

D. Timing Multiplier. The Survivor Claims Reviewer shall apply a multiplier of 2.7 to a Survivor Claimant's point value if the Survivor Claimant establishes, by the preponderance of the evidence, in the sole discretion of the Survivor Claims Reviewer, that either (1) their Survivor Claim is not barred by Pennsylvania's applicable statute of limitations; or (2) their Survivor Claim is not barred by another jurisdiction's applicable statute of limitations and could be brought in such jurisdiction, provided, however, that in no event shall any Survivor Claimant receive a distribution of greater than \$650,000 as a result of this multiplier, provided further, however, that no Survivor Claimant who qualifies for this multiplier shall receive a distribution of less than \$650,000.

E. Additional Points for Exceptional Contributions to Global Settlement. The Survivor Claims Reviewer may award up to an additional twenty-five (25) points for a Survivor Claimant's exceptional contribution to the aggregate, global recovery of all Survivor Claimants in the case. The factors listed below may be considered by the Survivor Claims Reviewer in his judgment:

- i. Timing of abuse: e.g., whether abuse occurred or continued after the Diocese had notice of misconduct relevant to the abuse.
- ii. Timing of notice: e.g., whether the Survivor Claimant provided notice of his or her abuse prior to the Diocese's filing for bankruptcy.
- iii. Identity of the perpetrator: e.g., whether the abuse at issue was perpetrated by an individual known to the Diocese or previously disclosed to the Diocese.

The Survivor Claims Reviewer may also consider, and award points under this category for unlisted factors to the extent the Survivor Claims Reviewer believes such additional factors materially enhanced the Survivor Claimants' aggregate recovery in the Debtor's bankruptcy case.

Survivor Claimants and/or their personal attorneys may submit evidence and narrative support for their Claims under this category to the Survivor Claims Reviewer within ten (10) days after the Confirmation Date along with any other supplemental information provided to the Survivor Claims Reviewer under Section 3.3, above.

V. Additional Provisions.

A. Minimum Point Allocation.

Notwithstanding anything to the contrary in this Distribution Plan or the Plan, every holder of an allowed Survivor Claim shall receive a point allocation of at least 1, unless the Survivor Claim is disallowed in its entirety by an order of the Bankruptcy Court or a decision by the Survivor Claims Reviewer for any reason other than it is barred by the applicable statute of limitations or was otherwise filed after the deadline for filing proofs of claim.

B. Minimum Distribution. Notwithstanding anything to the contrary herein or in the Plan, every holder of an allowed Survivor Claim, excluding Unknown Survivor Claims, shall receive a distribution of at least \$50,000, unless the Survivor Claim is disallowed in its entirety by an Order of the Bankruptcy Court or a decision by the Survivor Claims Reviewer.

EXHIBIT J
OTHER INSURED ENTITIES

None specifically identified.

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