

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

**CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY THE
NORWICH ROMAN CATHOLIC DIOCESAN CORPORATION**

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Dated: January 17, 2023

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¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor's federal tax identification number are 7373.

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INTRODUCTION

The Norwich Roman Catholic Diocesan Corporation, the debtor and debtor-in-possession herein (the “Debtor” or “Diocese”) proposes the following plan for the Diocese’s reorganization under chapter 11 of the Bankruptcy Code and for the resolution of outstanding Claims and Interests. Capitalized terms used but not defined in this paragraph have the meanings assigned to them in Article I. The classification and treatment of Claims and Interests are set forth in Articles II and III. The Diocese is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the accompanying Disclosure Statement for a summary and analysis of the Plan and for a discussion of the Diocese’s history, businesses, properties, operations, risk factors, and related matters.

ALL CLAIMANTS ARE STRONGLY ENCOURAGED TO CONSULT THE DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. AMONG OTHER IMPORTANT INFORMATION, THE DISCLOSURE STATEMENT CONTAINS DISCUSSIONS OF THE DIOCESE, THE HISTORICAL BACKGROUND OF THE CHAPTER 11 CASE AND THE PREPETITION PERIOD, THE PROJECTIONS GERMANE TO THE PLAN AND THE PROJECTED POST-CONFIRMATION OPERATIONS OF THE REORGANIZED DIOCESE, AND A SUMMARY AND ANALYSIS OF THE PLAN. NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT OR BY THE BANKRUPTCY CODE FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE PLAN.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

1.1. Defined Terms. As used in this Plan, capitalized terms shall have the meanings set forth in this Article I. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

- 1.1.1. Abuse means (i) as any actual or alleged sexual conduct, misconduct, abuse, or molestation as defined in any statute or common law; (ii) indecent assault or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm; (iii) contacts or interactions of a sexual nature; or (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, intimidation, or misconduct, or as such term is otherwise defined at <https://portal.ct.gov/DCF/1-DCF/Child-Abuse-and-Neglect-Definitions>. 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.
- 1.1.2. Abuse Claim means any Claim against any of the Participating Parties that relates to, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Plan Effective Date, whether or not Allowed or

barred by any applicable statute of limitations as of the Petition Date or Effective Date. Abuse Claim includes any Known Abuse Claim, Unknown Abuse Claim, Late-Filed Abuse Claim, or other Claim that seeks monetary damages or any other relief, under any theory of liability, including vicarious liability; respondeat superior; any fraud-based theory, including fraud in the inducement; any negligence-based or employment-based theory, including negligent hiring, supervision, retention or misrepresentation; any other theory based on misrepresentation, concealment, or unfair practice; contribution; indemnity; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any of the Participating Parties or any other Person for whom any of the Participating Parties are allegedly responsible, including any such Claim asserted against any of the Participating Parties in connection with the Diocese's Chapter 11 Case.

- 1.1.3. Abuse Claims Reviewer means the Person or Entity, including the designee of such Person or Entity, who will administer the Trust Distribution Plan, and such Person or Entity's successor, as set forth herein. The initial Abuse Claims Reviewer shall be retained by the Trustee and will be identified in Schedule 16 to the Plan Supplement.
- 1.1.4. Abuse Claimant means any Person holding an Abuse Claim.
- 1.1.5. Abuse Claimant Release means the release attached to the Plan Supplement as Exhibit 2.
- 1.1.6. ACA means the Annual Catholic Appeal of the Diocese.
- 1.1.7. Administrative Expense Claim means a Claim for costs and expenses of administration of the Chapter 11 Case arising after the Petition Date and prior to the Effective Date under sections 326, 328, 330, 363, 364(c)(1), 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses of preserving the Estate and operating the businesses of the Diocese after the Petition Date and Claims of Governmental Units for taxes (including tax audit Claims) related to tax years commencing after the Petition Date, but excluding Claims related to tax periods, or portions thereof, ending on or before the Petition Date; (b) any Professional Fee Claim, to the extent Allowed by Final Order under sections 326, 328, 330, 331 or 503 of the Bankruptcy Code; (c) with the exception of section 507(b) Claims, any indebtedness or obligations incurred or assumed by the Diocese during the Chapter 11 Case; or (d) any Statutory Fees.
- 1.1.8. Affiliate has the meaning assigned to such term in section 101(2) of the Bankruptcy Code.
- 1.1.9. Allowed Claim means, (i) any Claim against the Diocese which has been listed by the Diocese in the Schedules, as such Schedules may be amended by the Diocese from time to time in accordance with Bankruptcy Rule 1009, as

liquidated in amount and not disputed or contingent and for which no contrary Proof of Claim has been filed, (ii) any timely filed Claim as to which no objection to allowance has been interposed or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, (iii) any Claim tardily filed with leave of the Bankruptcy Court; or (iv) any Claim expressly allowed by a Final Order or hereunder. A reference to a specific Claim or class of Claims in conjunction with the word “Allowed” incorporates this definition of Allowed Claims. Abuse Claims are not deemed Allowed except as deemed Allowed by this Plan for voting purposes, or as may be specifically provided in the Trust Distribution Plan or Final Order.

- 1.1.10. Allowance Date means, with respect to a Claim, the date such Claim becomes an Allowed Claim.
- 1.1.11. Approval Order means an order of the Bankruptcy Court, approving the Catholic Mutual Settlement Agreement or the Christian Brothers Oceana Settlement Agreement.
- 1.1.12. Avoidance Actions means (a) any and all claims for relief against any and all third parties for the recovery of transfers of Cash, offsets, debt forgiveness and other types or kinds of property, or the value thereof, recoverable pursuant to sections 502, 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code, or otherwise applicable non-bankruptcy law, (b) any claims or causes of action of the Diocese’s estate under section 510 of the Bankruptcy Code or under other applicable laws, and (c) all claims or causes of action that arise under chapter 5 of the Bankruptcy Code.
- 1.1.13. Ballot means the form distributed to each Holder of an Impaired Claim that is entitled to vote to accept or reject the Plan, on which is to be indicated acceptance or rejection of the Plan.
- 1.1.14. Bankruptcy Code means title 11 of the United States Code, 11 U.S.C. §§ 101 through 1532, as in effect on the Petition Date, together with any amendments and modifications thereto that may subsequently be made applicable to the Chapter 11 Case.
- 1.1.15. Bankruptcy Court means the United States Bankruptcy Court for the District of Connecticut (Hartford Division).
- 1.1.16. Bankruptcy Rules means, collectively: (a) the Federal Rules of Bankruptcy Procedure promulgated by the United States Supreme Court under section 2075 of Title 28 of the United States Code; (b) the Federal Rules of Civil Procedure, as applicable to the Chapter 11 Case or any proceedings therein; and (c) the local rules of the Bankruptcy Court, all as in effect on the Petition Date, together with

any amendments and modifications thereto that may subsequently be made applicable to the Chapter 11 Case.

- 1.1.17. Business Day means any day other than a Saturday, a Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).
- 1.1.18. Cash means the equivalent of legal tender of the United States of America, however paid or transmitted.
- 1.1.19. Catholic Entities means those Persons and Entities listed on Schedule 3 to the Plan Supplement.
- 1.1.20. Catholic Entity Claims means any Claims held by a Catholic Entity against the Diocese as of the Petition Date.
- 1.1.21. Catholic Entities’ Contribution means the sum of approximately \$250,000 to be paid by the Catholic Entities to the Trust after satisfaction of all conditions set forth in the Catholic Entities’ Settlement Agreement affixed to the Plan Supplement as Schedule 12.
- 1.1.22. Catholic Entity Parties means the Catholic Entities as well as (i) each of the past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies of the members; (ii) each of the foregoing Persons’ respective past, present, and future parents, subsidiaries, merged companies, divisions and acquired companies; (iii) each of the foregoing Persons’ respective predecessors, successors and assigns; and (iv) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the Persons identified in the foregoing subsections (i)-(iii), in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the members or subject to their control. For the avoidance of doubt, a Perpetrator is not a Catholic Entity Party.
- 1.1.23. Catholic Mutual means The Catholic Mutual Relief Society of America.
- 1.1.24. Catholic Mutual Certificates means all known and unknown binders, certificates, or other evidence of coverage issued or allegedly issued by Catholic Mutual to the Diocese, Catholic Entities, MSJ, or any Diocese Party or Parish Party, including those certificates identified in Schedule 6 to the Plan Supplement.
- 1.1.25. Catholic Mutual Parties means Catholic Mutual and, solely in the capacity as such, (i) each of its past, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, reinsurers, retrocessionaires; divisions and acquired companies; (ii) 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 (iii) each of the foregoing Person's respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

- 1.1.26. Catholic Mutual Contribution means the sum of \$5,000,000 to be paid by Catholic Mutual to the Trust after satisfaction of all conditions set forth in the Catholic Mutual Settlement Agreement affixed to the Plan Supplement as Schedule 9.
- 1.1.27. Catholic Mutual Settlement Agreement means the settlement agreement by and amongst the Diocese Parties and Catholic Mutual affixed to the Plan Supplement as Schedule 9 which shall be approved by an Approval Order.
- 1.1.28. Causes of Action means any claim, cause of action (including Avoidance Actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, including without limitation claims for consequential or punitive damages, assertable directly or derivatively, whether arising before, on, or after the applicable Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, upon the Effective Date, neither the Trustee nor the Estate shall retain any Causes of Action against any of the Participating Parties.
- 1.1.29. Channeled Claim means any (a) Abuse Claim, (b) Direct Action Claim; (c) Related Insurance Claim, (d) Medicare Claim, (e) Christian Brothers Oceania Claims, (f) Released Catholic Mutual Claim, (g) any other Claim (i) against any Participating Party (or any Person covered by such Catholic Mutual Parties to the extent such Claim arises from the same injury or damages asserted as a Abuse Claim against the Participating Party) or (ii) that is or may be covered by the Catholic Mutual Certificates that directly or indirectly relates to any Abuse Claim or Direct Action Claim; *provided, however*, that "Channeled Claim" does not include: (a) any Abuse Claim against any Perpetrator or (b) any Covered Non-Abuse Claim.
- 1.1.30. Channeling Injunction shall have the meaning ascribed to it in Section 12.5 of this Plan.
- 1.1.31. Chapter 11 Case means Diocese's chapter 11 case, Case No. 21-20687 (JJT), pending in the Bankruptcy Court.
- 1.1.32. Child Protection Protocols means the document entitled "Child Protection Protocols" attached to the Plan Supplement as Exhibit 3.

- 1.1.33. Christian Brothers Oceania means the Oceania Province of the Congregation of Christian Brothers f/k/a The St. Patrick's Province of the Christian Brothers, and each other person associated, affiliated with, or directed or controlled by any of the foregoing Persons.
- 1.1.34. Christian Brothers Oceania Claims means all Abuse Claims (including all contribution, indemnity, or apportionment Claims) held by the Abuse Claimants, MSJ, Catholic Mutual Parties and/or the Diocese or Diocese Parties against Christian Brothers Oceania in any way related to, arising from, or because of Abuse Claims.
- 1.1.35. Christian Brothers Oceania Contribution means the sum of \$7,000,000 to be paid by Christian Brothers Oceania to the Trust after satisfaction of all conditions set forth in the Christian Brothers Oceania Contribution Agreement affixed to the Plan Supplement as Schedule 11.
- 1.1.36. Citizens means RBS Citizens, N.A., as successor in interest to Citizens Bank of Connecticut.
- 1.1.37. Citizens Guaranty Claim means the general, contingent, unliquidated claim of Citizens in the approximate amount of \$5,046,752.32 as of the Petition Date, arising out of those certain pre-petition Limited Guaranty Agreements, dated April 30, 1998, as same may have been amended from time to time (collectively, the "Citizens Guaranty Agreement"), made by the Diocese to Citizens to with respect to alleged indebtedness of Xavier to Citizens, secured by certain mortgages granted on 181 Randolph Road, Middletown, Connecticut.
- 1.1.38. Claim means any claim, as such term is defined in section 101(5) of the Bankruptcy Code. A Claim shall include any past, present or future Abuse Claim (including Unknown Abuse Claim), demand, action, requests cause of action, suit, proceeding or liability of any kind or nature whatsoever, whether at law or equity, known or unknown, asserted or unasserted, anticipated or unanticipated, accrued or unaccrued, fixed or contingent, which has been or may be asserted by or on behalf of any Person, whether seeking damages (including compensatory, punitive, or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including cross-claims, counterclaims, third-party claims, suits lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights causes of action or orders, and any claim within the definition of section 101(5) of the Bankruptcy Code or claim, as that term is defined in section 101(5) of the Bankruptcy Code, which includes Abuse Claims and Unknown Abuse Claims.
- 1.1.39. Claimant means the Holder of a Claim or Interest.
- 1.1.40. Claims Agent means any claims, noticing, and/or solicitation agent retained by the Trustee and/or authorized by the Bankruptcy Court to perform services for

the Diocese's Estate, which, as of the date hereof, is Epiq Corporate Restructuring LLC ("Epiq").

- 1.1.41. Claims Bar Date means March 15, 2022, as the applicable bar date by which Proofs of Claim must be filed, as established by: (a) the applicable Claims Bar Date Order; (b) a Final Order of the Bankruptcy Court; or (c) this Plan.
- 1.1.42. Claims Bar Date Order means the *Order Establishing March 15, 2022 Deadline for Filing of Proofs of Claims and Approving the Form and Manner of Notice Thereof* (Case No. 21-20687) [Dkt. No. 386].
- 1.1.43. Claims Objection Bar Date means sixty (60) days after the Effective Date, subject to the right of the Trustee to seek an extension of such date by motion served on the Post-Confirmation Notice Parties.
- 1.1.44. Class means each category of Holders of Claims or Interests established under Article III of the Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.
- 1.1.45. Committee means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Chapter 11 Case [Dkt. No. 90].
- 1.1.46. Conditions Precedent means each of the conditions provided in Section 11.1 of this Plan that must be satisfied in full or waived prior to the Effective Date.
- 1.1.47. Confirmation means the entry of the Confirmation Order by the Bankruptcy Court.
- 1.1.48. Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the Bankruptcy Court's docket.
- 1.1.49. Confirmation Hearing means the hearing held by the Bankruptcy Court on confirmation of this Plan, as such hearing may be continued from time to time.
- 1.1.50. Confirmation Order means the order confirming the Plan.
- 1.1.51. Contributions means collectively and, in the aggregate the MSJ Contribution, Diocese Contribution, Catholic Entities' Contribution, Parish Parties' Contribution, Christian Brothers Oceania Contribution, School Contribution and Catholic Mutual Contribution.
- 1.1.52. Covered Entity means any and all named covered parties or Participating Parties and additional covered parties and Entities alleged to be covered under any of the Catholic Mutual Certificates.
- 1.1.53. Covered Non-Abuse Claim means any Claim, other than Abuse Claims, Direct Action Claims, Related Insurance Claims, or Medicare Claims, for which the Diocese or a Covered Entity would otherwise have coverage under a Sold

Certificate but as a result of the sale, transfer, or release by the Diocese or Covered Entity of such Sold Certificate, the Diocese or Covered Entity does not have insurance coverage for such Claim(s).

- 1.1.54. Credibly Accused Clergy means those Persons identified on Schedule 8 affixed to the Plan Supplement.
- 1.1.55. D&O / E&O Insurance Policies means all primary and excess insurance policies of the Diocese that provide coverage for those losses and risks traditionally insured by a Directors & Officers and Errors & Omissions insurance policy.
- 1.1.56. Diocese means The Norwich Roman Catholic Diocesan Corporation, which is the diocesan corporation formed under applicable Connecticut law.
- 1.1.57. Diocese Contribution means the contribution to the Trust by the Diocese of (i) subject to Section 11.1(i) hereof, the net proceeds of the sale of the Diocese's interest in Montville Property; plus (ii) subject to Section 11.1(i) hereof, the net proceeds of the sale of the Diocese's interest in Middletown Property; plus (iii) subject to Section 11.1(i) hereof, the net proceeds of the sale of the Diocese's interest in the properties identified in Schedule 15 affixed to the Plan Supplement;² plus (iv) the Diocese's right to receive proceeds from the sale of the MSJ Property of all amounts due to the Diocese by MSJ of approximately \$3,001,540.62 (unsecured as of the Petition Date), plus the Diocese's secured loan of approximately \$1,394,040.77 (as of the Petition Date) due the Diocese by MSJ, secured by a mortgage on the MSJ Property (the "Diocese Mortgage"); plus (v) \$1,000,000 Cash.
- 1.1.58. Diocese Parties means collectively the Diocese and Reorganized Diocese, as now constituted or as it may have been constituted, including all affiliated educational, charitable, and religious institutions separately incorporated and all subsidiaries, successors, and assigns, including all Parish Parties, Catholic Entities, and School Parties, and: (i) each of the past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies of the Diocese; (ii) each of the foregoing Persons' respective past, present, and future parents, subsidiaries, merged companies, divisions and acquired companies; (iii) each of the foregoing Persons' respective predecessors, successors and assigns; and (iv) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, bishops, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the Persons identified in the foregoing subsections (i)-(iii), in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of the Diocese

² With respect to the Montville Property, Middletown Property, and all real properties provided in Schedule 15 affixed to the Plan Supplement, the Diocese will either (i) sell such real property and pay the proceeds (net of any costs of sale, including broker fees, reasonable professional fees, and any tax or other transfer fees due) to the Trust or (ii) transfer the Diocese's interest in title to such real properties to the Trust in order to make the Diocese Contribution.

or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of an Abuse Claim is not a Diocese Party with respect to that Abuse Claim.

- 1.1.59. Diocese Releases means the releases set forth in Section 12.10 of the Plan.
- 1.1.60. Direct Action Claim means the same as Abuse Claim, except that it is asserted against Catholic Mutual, instead of a Participating Party or the Trust, for the recovery of insurance proceeds.
- 1.1.61. Disclosure Statement means the written Disclosure Statement that relates to this Plan (including, without limitation, all exhibits and schedules to such Plan, as the same may be amended, supplemented or otherwise modified from time to time, in a manner acceptable to the Diocese), as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.
- 1.1.62. Disputed means, with respect to any Claim or Interest, any Claim or Interest that is not Allowed.
- 1.1.63. Distribution means any payment of Cash or property to any Holder of an Allowed Claim as provided in the Plan.
- 1.1.64. Docket means the docket maintained in the Diocese's Chapter 11 Case (Case No. 21-20687).
- 1.1.65. Effective Date means a date, after satisfaction or waiver of the Conditions Precedent set forth in Section 11.1 of this Plan, to be specified by the Diocese in a Notice of Effective Date to be filed in the Bankruptcy Court in accordance with the Plan.
- 1.1.66. Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.
- 1.1.67. Estate means the estate of the Diocese created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Diocese's Chapter 11 Case.
- 1.1.68. Exculpated Parties means, collectively, in each case in its capacity as such: (a) the Diocese; (b) the Diocese's Professionals; (c) Catholic Mutual and (d) with respect to each of the foregoing entities in clauses (a) through (c), such entities' directors, managers, officers, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, insurers, representatives, and other professionals, who served in these capacities on or after the Petition Date.
- 1.1.69. Executory Contracts means all contracts or unexpired leases entered into before the Petition Date between the Diocese and any other Person or Persons, pursuant to which parties to both sides of the contract or lease have remaining material

duties such that the breach by one party would excuse the performance by the other parties thereto.

- 1.1.70. Extra-Contractual Claim means any Claim against any of the Catholic Mutual Parties based, in whole or in part, on allegations that any of the Catholic Mutual Parties acted in bad faith or in breach of any express or implied duty, obligation or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith; failure to act in good faith; violation of any express or implied duty of good faith and fair dealing; violation of any unfair claims practices act or similar statute, regulation, or code; any type of alleged misconduct; or any other act or omission of any of the Catholic Mutual Parties of any type for which the claimant seeks relief other than coverage or benefits under a certificate of coverage. Extra-Contractual Claims include: (i) any Claim that, directly or indirectly, relates to any of the Catholic Mutual Parties' handling of any Claim or any request for coverage, including any request for coverage for any Claim, including any Abuse Claim; (ii) any Claim that, directly or indirectly, relates to the Catholic Mutual Certificates and any contractual duties arising therefrom, including any contractual duty to defend the Diocese Parties or Parish Parties against any Abuse Claims; and (iii) the conduct of the Parties with respect to the negotiation of this Plan or any settlement agreement.
- 1.1.71. Final Order means an order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) entered on the docket by the clerk of such court, which order or judgment 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 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 submit any further appeal, petition for *certiorari* or motion 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 relating to such order shall not solely cause such order not to be a Final Order.
- 1.1.72. General Unsecured Claims means unsecured Claims asserted against the Diocese that arose before the Petition Date that are not Punitive Damage Claims, Abuse Claims, Claims arising from Abuse, Unknown Abuse Claims, Priority Claims, Other Priority Claims, Professional Fee Claims, Tax Claims, Indemnity and Contribution Claims (including, specifically any Claim asserted or may be asserted by Christian Brothers Oceania), Parish Party Claims, School Claims, or Secured Claims.

- 1.1.73. Governmental Unit has the meaning provided in section 101(27) of the Bankruptcy Code.
- 1.1.74. Holder means a Person or Entity holding a Claim or Interest.
- 1.1.75. Impaired has the meaning provided in section 1124 of the Bankruptcy Code.
- 1.1.76. Indemnity and Contribution Claim means (i) any Claim for contribution, indemnity, or reimbursement relating to any Abuse Claim, including those arising out of or related to the Diocese's liability to pay or defend any Abuse Claim, and (ii) the Claim of any Insurers or coverage providers or other Persons who are subrogated to the Claims identified in Section 3.2.7 of the Plan.
- 1.1.77. Insider has the meaning provided in section 101(31) of the Bankruptcy Code.
- 1.1.78. Insurer means (a) Catholic Mutual during any period of time that either (i) provided a certificate of coverage to the Diocese and/or a Diocese Party, or any of their predecessors, successors, or assigns, or (ii) issued or allegedly issued a binder or certificate to any of the Diocese Parties, or any of their predecessors, successors, or assigns; and (b) any other Entity owing or allegedly owing a duty to defend and/or indemnify any of the Diocese Parties under any binder, certificate, or policy of insurance.
- 1.1.79. Interest means any lien, Claims, encumbrances, equity security interests, and any such rights of any nature, whether at law or in equity under Connecticut or other applicable law (including any rights of contribution, indemnity, defense, subrogation, or similar relief) and as such term is used in section 101(16) of the Bankruptcy Code, in a debtor.
- 1.1.80. Joint Tortfeasor means any Person alleged to be a joint tortfeasor with any Participating Party in connection with the Abuse relating to an Abuse Claim.
- 1.1.81. Known Abuse Claim means an Abuse Claim for which an Abuse Claimant filed a Proof of Claim on or before the Claims Bar Date.
- 1.1.82. Late-Filed Abuse Claim means an Abuse Claim for which an Abuse Claimant filed a Proof of Claim after the Claims Bar Date and before the Effective Date.
- 1.1.83. Lien means, with respect to any interest in property, any mortgage, "lien" as defined in section 101(37) of the Bankruptcy Code, pledge, charge, security interest, easement, or encumbrance of any kind whatsoever affecting such interest in property.
- 1.1.84. Medicare Claims means any and all Claims against the Trust or any Participating Party relating to Abuse Claims 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 MSP,

including Claims for reimbursement of payments made to Abuse Claimants who recover or receive any Distribution from the Trust and Claims relating to reporting obligations.

- 1.1.85. Middletown Property means the Diocese's interest in that certain real property comprised of a 56.96 acre parcel and 4.50 acre parcel owned by the Diocese located at 181 Randolph Road, Middletown, Connecticut.
- 1.1.86. Middletown Property Sale means the final sale of the Middletown Property, yielding the contribution of proceeds of the sale to the Trust, net of any costs of such sale, including broker fees, professional fees, and any tax or other transfer fees due, and after satisfaction of all conditions set forth in the Middletown Property Sale Agreement in Schedule 14 affixed to the Plan Supplement.
- 1.1.87. Montville Property means the Diocese's interest in that certain real property comprised of 113.19 acres of developed land owned by the Diocese and located at 1593 Route 32, Montville, Connecticut.
- 1.1.88. Montville Property Sale means the final sale of the Montville Property yielding the contribution of proceeds of the sale to the Trust, net of any costs of such sale, including broker fees, professional fees, and any tax or other transfer fees due, and after satisfaction of all conditions set forth in the Montville Property Sale Agreement and sale order in Schedule 13 affixed to the Plan Supplement.
- 1.1.89. 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 MSP.
- 1.1.90. MSP 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.
- 1.1.91. MSJ means Mount St. John Inc., a Connecticut nonprofit corporation, located at 135 Kirtland Street, Deep River, Connecticut.
- 1.1.92. MSJ Contribution means (i) title to the MSJ Property, or (ii) the proceeds of the sale of the MSJ Property net of (a) perfected and enforceable encumbrances held by Persons or Governmental Units other than the Diocese and other than the Diocese Mortgage (the proceeds of which constitute a portion of the Diocese Contribution), (b) MSJ's unfunded pension liabilities, professional fees and such other debt owed by MSJ senior in priority under applicable law to the claims of Abuse Claimants, and (c) costs of sale, including broker fees, professional fees and any tax or other transfer fees due.
- 1.1.93. MSJ Parties means collectively MSJ and: (i) each of the past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies of MSJ; (ii) any and all named covered party, covered party and additional covered

party under the Catholic Mutual Certificates; (iii) each of the foregoing Persons' respective past, present, and future parents, subsidiaries, merged companies, divisions and acquired companies; (iv) each of the foregoing Persons' respective predecessors, successors and assigns; and (v) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, members of boards, administrators, bishops, priests, deacons, brothers, sisters, nuns, other clergy or religious personnel, volunteers, agents, attorneys, and representatives of MSJ and/or for the Persons identified in the foregoing subsections (i)-(iv), in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of MSJ or subject to its control.

- 1.1.94. MSJ Property means the real property and all buildings and improvements thereon located at 135 Kirtland Street, Deep River, Connecticut.
- 1.1.95. M&T means M&T Bank Corporation (Manufacturers and Traders Trust Company), and all of its successors by merger and predecessors in interest.
- 1.1.96. M&T Guaranty Agreement means that certain Limited Guaranty Agreement executed by the Diocese to M&T, as successor by merger of People's United Bank, National Association on February 26, 2016, to secure the alleged indebtedness of Mercy High School Corporation to Farmington Bank, a Capital Stock Savings Bank, as M&T's predecessor in interest.
- 1.1.97. M&T Guaranty Claim means M&T's general, contingent, unliquidated claim in the approximate amount of \$1,752,820.46 as of the Petition Date, arising as a result of the M&T Guaranty Agreement.
- 1.1.98. M&T Secured Claim means the amount of \$276,543.32, alleged by M&T to be due and owing under that certain Commercial Note and Revolving Loan Agreement, dated September 7, 1994 by and between the Diocese and M&T, as successor to People's United Bank, National Association, and alleged by M&T to be secured by certain of the Diocese's deposit accounts held at M&T. The M&T Secured Claim is subject to the rights of the Diocese under the *Interim Order and Stipulation Authorizing Use of Cash Collateral of, and Granting Adequate Protection to, Peoples United Bank, National Association* [Dkt. No. 154].
- 1.1.99. Other Insured Entities means those Persons and Entities listed on Schedule 2 affixed to the Plan Supplement, insured or covered or allegedly insured or covered under a Catholic Mutual Certificate or Other Insurer Policy that was issued or allegedly issued to the Diocese, but only with respect to any Claim that would be covered or alleged to be covered under that Catholic Mutual Certificate or Other Insurer Policy but for this Plan or any settlement or compromise with respect to any Other Insured Policy approved by the Bankruptcy Court, including Abuse Claims based on alleged Abuse that occurred in whole or in part during the effective periods of that Catholic Mutual Certificate or Other Insurer Policy.

Notwithstanding the foregoing, “Other Insured Entities” does not include the Diocese or the Parish Parties.

- 1.1.100. Other Insurer Policy means any and all Insurer policies issued or allegedly issued by the Persons or Entities listed on Schedule 2 who has entered into a settlement or compromise with the Diocese or its Estate, the trust or Trustee in connection with the Other Insurer Policies as approved by Final Order of the Bankruptcy Court or other court of competent jurisdiction.
- 1.1.101. Other Priority Claim means a Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code that is not an Abuse Claim or Priority Tax Claim.
- 1.1.102. Parish means any past or present parish of or in the geographic region of the Diocese, including those identified on Schedule 1 to the Plan Supplement.
- 1.1.103. Parish Parties’ Contribution means the contribution to the Trust by the Parish Parties, after satisfaction of all conditions set forth in the Parish Parties’ Contribution Agreement affixed to the Plan Supplement as Schedule 10, of (i) the sum of \$2,500,000; plus (ii) the net proceeds of the sale of, or title to, 1.5 acres of land located at 50 - 54 North Main Street, Jewett City, Connecticut (the “St. Mary School Property”).³
- 1.1.104. Parish Parties means any Parish, including the members of the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut, as well as (i) each of the past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies of the members; (ii) each of the foregoing Persons’ respective past, present, and future parents, subsidiaries, merged companies, divisions and acquired companies; (iii) each of the foregoing Persons’ respective predecessors, successors and assigns; and (iv) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the Persons identified in the foregoing subsections (i)-(iii), in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the members or subject to their control. For the avoidance of doubt, a Perpetrator is not a Parish or Parish Party.
- 1.1.105. Parish Party Claims means any Claims held by a Parish Party against the Diocese as of the Petition Date.
- 1.1.106. Participating Parties means the Diocese Parties, MSJ Parties, Catholic Mutual Parties, Parish Parties, Catholic Entity Parties, School Parties, Other Insured Entities, and Christian Brothers Oceania, and, in their capacity as such, their

³ The Diocese acknowledges that the Parish Parties will either (a) sell the St. Mary School Property and pay the proceeds (net of any costs of sale, including broker fees, professional fees, and any tax or other transfer fees due) to the Trust, or (b) transfer unencumbered title to the St. Mary School Property to the Trust.

respective predecessors, successors, and Representatives; *provided, however*, a Perpetrator is not a Participating Party.

- 1.1.107. Perpetrator means any individual who is determined by a Final Order of a court of competent jurisdiction to have personally committed an act of Abuse causing an Abuse Claim and any Credibly Accused Clergy.
- 1.1.108. Person or Persons shall have the meaning ascribed to it pursuant to 11 U.S.C. §101(41).
- 1.1.109. Petition Date means July 15, 2021, the date on which the Diocese commenced its Chapter 11 Case.
- 1.1.110. Plan means this chapter 11 plan, including all exhibits, supplements, appendices and schedules hereto, either in its present form or as the same may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.
- 1.1.111. Plan Supplement means the supplement to the Plan, in a form reasonably acceptable to the Diocese to be filed with the Bankruptcy Court no later than twenty-one (21) days prior to the Confirmation Hearing, which shall include the Trust Agreement.
- 1.1.112. Post-Confirmation Notice Parties means (a) the Reorganized Diocese; (b) the Trustee; (c) the United States Trustee; and (d) any Entity that files a request to be a Post-Confirmation Notice Party.
- 1.1.113. Post-Petition Proof of Claim has the meaning ascribed to it in Section 2.1 hereof.
- 1.1.114. Post-Petition Claims Bar Date has the meaning ascribed to it in Section 2.1 hereof.
- 1.1.115. Preserved Coverage means coverage of the Diocese and Diocese Parties referred to in the Catholic Mutual Certificates, subject to the limits, declarations, terms and conditions of the Catholic Mutual Certificates, as amended by the Catholic Mutual Settlement Agreement; *provided, however, that* Preserved Coverage shall not include (a) coverage under the Sold Certificates or (b) coverage for : (i) for any and all Direct Action Claims or Abuse Claims, or (ii) any and all other Channeled Claims, which coverage is settled, extinguished and excluded by the Catholic Mutual Settlement Agreement.
- 1.1.116. Priority Tax Claim means federal and state tax claims that are not Subordinated Tax Claims.
- 1.1.117. Professional means any Entity retained in accordance with a Final Order entered in the Chapter 11 Case pursuant to sections 327, 328, or 1103 of the Bankruptcy Code.

- 1.1.118. Professional Fee Claim means any Claim of a Professional for allowance of compensation and/or reimbursement of costs and expenses incurred in the respective Chapter 11 Case through, on or before the Effective Date.
- 1.1.119. Proof of Claim means a written statement filed with the Bankruptcy Court setting forth a creditor's claim pursuant to section 501 of the Bankruptcy Code and Rule 3001 *et. seq.* of the Bankruptcy Rules.
- 1.1.120. Pro Rata means a proportion calculated as the ratio of (a) the amount of an Allowed Claim in a Class to the amount of all Allowed Claims in such Class, in the event that all Claims in the Class have been Allowed, or (b) prior to the allowance or disallowance of all Claims in a Class, the amount of an Allowed Claim in a Class to the sum of all Allowed Claims and Disputed Claims (in their face amount or estimated maximum allowable amount) in such Class.
- 1.1.121. Punitive Damage Claims means Claims seeking non-compensatory damages, or damage multipliers, based on statutory, common law, equitable, or other punitive damage theories of relief, excluding all Abuse Claims or Claims arising from Abuse.
- 1.1.122. Related Insurance Claim means (i) any Claim by any Person against any of the Catholic Mutual Parties for defense, indemnity, contribution, subrogation, reimbursement, or any other indirect or derivative recovery, or similar relief that, directly or indirectly, relates to an Abuse Claim; and (ii) any Extra-Contractual Claim that, directly or indirectly, relates to any Abuse Claim.
- 1.1.123. Released Catholic Mutual Claims means all Claims released by any and all of the Participating Parties pursuant to the Catholic Mutual Settlement Agreement.
- 1.1.124. Representatives means current and former directors, managers, officers, members, governing bodies, employees, agents, financial advisors, attorneys, accountants, investment bankers, insurers, consultants, affiliates, representatives, and other professionals.
- 1.1.125. Reorganized Diocese means the Diocese, from and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to "the Diocese" and "the Reorganized Diocese" 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 Diocese 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 Diocese and every other party to such agreement (including the provisions of the Plan as confirmed).
- 1.1.126. Reserved Causes of Action means all Causes of Action assertable by the Diocese, other than any Causes of Action that are released pursuant to the Diocese Releases or the exculpation provisions in Section 12.12 of this Plan.

The Reserved Causes of Action shall include, without limitation, those identified in Schedule 4 to the Plan Supplement. For the avoidance of doubt, upon the Effective Date neither the Trustee nor the Estate shall retain any Reserved Causes of Action against any of the Participating Parties.

- 1.1.127. School means any past or present Catholic educational institution of or in the geographic region of the Diocese, identified on Schedule 1 to the Plan Supplement.
- 1.1.128. School Claim means every Claim held by a School Party against the Diocese as of the Petition Date.
- 1.1.129. School Contribution means (i) Xavier's agreement to the Middletown Property Sale and agreement to obtain Citizens' release and forgiveness of the Diocese of the Citizens Guaranty Claim, and (ii) St. Bernard's waiver of any interest held by St. Bernard in the Montville Property, and consent by St. Bernard to the Montville Property Sale.
- 1.1.130. School Party means any School, as well as (i) each of the past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies of the members; (ii) each of the foregoing Persons' respective past, present, and future parents, subsidiaries, merged companies, divisions and acquired companies; (iii) each of the foregoing Persons' respective predecessors, successors and assigns; and (iv) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the Persons identified in the foregoing subsections (i)-(iii), in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of the members or subject to their control. For the avoidance of doubt, a Perpetrator is not a School or School Party.
- 1.1.131. Secured Claim means Claim for which performance or the obligation is secured by a Lien or right of set off, including the M&T Secured Claim.
- 1.1.132. Sold Certificates means all Certificates of Insurance, known or unknown, issued by Catholic Mutual for coverage before July 1, 1986, that are to be sold free and clear of Liens and Interests pursuant to the Catholic Mutual Settlement Agreement.
- 1.1.133. St. Bernard means Saint Bernard School of Montville, Incorporated, a Connecticut nonprofit corporation, located at 1593 Route 32, Montville, Connecticut.
- 1.1.134. Statutory Fees means court costs and fees payable by the Diocese under 28 U.S.C. § 1930, including fees owed to the U.S. Trustee.

- 1.1.135. Supplemental Carrier Injunction shall have the meaning ascribed to it in Section 12.7 of this Plan.
- 1.1.136. Trust means the trust created pursuant to the Plan into which all Contributions will be paid or transferred. Only the Holders of Allowed Known Abuse Claims, Allowed Late-Filed Abuse Claims, Allowed Unknown Abuse Claims (exclusively from the Unknown Abuse Claim Reserve) and Allowed Administrative Expense Claims not otherwise satisfied under the Plan shall be paid out of the Trust.
- 1.1.137. Trust Agreement or Trust Documents means that certain Trust Agreement, in a form reasonably acceptable to the Diocese to be filed as an exhibit to the Plan Supplement, together with such additional documents as may be executed in connection with the Trust Agreement.
- 1.1.138. Trust Assets means all Contributions to the Trust, including all cash, cash equivalents, and other instruments, real and personal property transferred or paid to the Trust under or in accordance with this Plan.
- 1.1.139. Trust Distribution Plan means the protocol and Trust Distribution Plan established under and attached to the Trust Agreement as Exhibit A.
- 1.1.140. Trust Documents means the Trust Agreement, Trust Distribution Plan, Unknown Trust Distribution Plan and all exhibits and schedules affixed thereto, together with all other documents executed or approved by the Bankruptcy Court pursuant to and in accordance with the Trust Agreement.
- 1.1.141. Trustee means the Entity appointed as the Trustee under the Trust Agreement 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.
- 1.1.142. U.S. Trustee means the Office of the United States Trustee for the District of Connecticut.
- 1.1.143. Unexpired Lease means a lease of nonresidential real property to which the Diocese is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.
- 1.1.144. Unimpaired means with respect to a Claim, a Claim that is not Impaired.
- 1.1.145. Unknown Abuse Claim means any Claim for Abuse that occurred against a Person when that Person was a minor for which a Proof of Claim was not filed before the Claims Bar Date and such Person (a) was under a disability (such as minority, mental disability, or alienage) on the Petition Date, (b) neither discovered, nor reasonably should have discovered before the Claims Bar Date that their childhood injury was caused by an act of Abuse, or (c) such Claim was

barred by the applicable statute of limitations as of the Claims Bar Date, but is no longer barred by the applicable statute of limitations for any reason.

- 1.1.146. Unknown Abuse Claimant means the Holder of an Unknown Abuse Claim, the legal representative of the holder of an Unknown Abuse Claim, such as a trustee, the estate of a deceased individual who held an Unknown Abuse Claim, or the personal executor or personal representative of the estate of a deceased individual who held an Unknown Abuse Claim, as the case may be.
- 1.1.147. Unknown Abuse Claims Representative means Michael R. Hogan, who was appointed as Unknown Claims Representative by Final Order of the Bankruptcy Court entered August 4, 2022 [Dkt. No. 753], and any successor.
- 1.1.148. Unknown Abuse Claims Reserve means the reserve to be established for the benefit of Holders of Unknown Abuse Claims pursuant to Section 3.2.6(b) of this Plan.
- 1.1.149. Unknown Trust Distribution Plan means the Unknown Trust Distribution Plan established under and attached to the Trust Agreement as Exhibit B.
- 1.1.150. Xavier means Xavier High School Corporation of Middletown, a Connecticut nonprofit corporation, located at 181 Randolph Rd, Middletown, CT 06457.

1.2. Rules of Interpretation. For purposes of this Plan, unless otherwise provided herein:

- (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural;
- (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (c) any reference in this Plan to an existing document, schedule, or exhibit filed or to be filed means such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented pursuant to this Plan;
- (d) any reference to an entity as a Holder of a Claim or Interest includes that entity's successors and assigns;
- (e) all references in this Plan to Sections or Articles are references to Sections or Articles of this Plan or the Plan Supplement, as the same may be amended, waived, or modified from time to time;
- (f) the words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular Section, subsection, or clause contained in this Plan;

(g) 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”;

(h) 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”;

(i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan;

(j) the rules of construction set forth in section 102 of the Bankruptcy Code (other than section 102(5) of the Bankruptcy Code) will apply;

(k) any reference to an Entity’s “subsidiaries” means its direct and indirect subsidiaries; and

(l) 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. Computation of Time. In computing any period of time prescribed or allowed by this Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. In the event that any payment, Distribution, act, or deadline under this Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or Distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but if so made, performed, or completed by such next succeeding Business Day shall be deemed to have been completed or to have occurred as of the required date.

1.4. Exhibits and Plan Supplement. All anticipated exhibits to this Plan to be provided in the Plan Supplement are hereby incorporated by reference and made part of this Plan as if set forth in full herein, including the following:

Exhibits:

- Exhibit 1 Trust Agreement
- Exhibit A - Trust Distribution Plan
- Exhibit B - Unknown Trust Distribution Plan
- Exhibit 2 Abuse Claim Release
- Exhibit 3 Child Protection Protocols
- Exhibit 4 Unknown Abuse Claims Representative Report
- Exhibit 5 Liquidation Analysis

Schedules:

- Schedule 1 Parishes and Schools
- Schedule 2 Other Insured Entities and Policies
- Schedule 3 Catholic Entities
- Schedule 4 Reserved Causes of Action
- Schedule 5 Assumed Contracts and Unexpired Leases
- Schedule 6 Catholic Mutual Certificates
- Schedule 7 Post-Confirmation Diocese Officers and Directors
- Schedule 8 Credibly Accused Clergy
- Schedule 9 Catholic Mutual Settlement Agreement
- Schedule 10 Parish Parties' Contribution Agreement
- Schedule 11 Christian Brothers Oceania Contribution Agreement
- Schedule 12 Catholic Entities' Contribution Agreement
- Schedule 13 Montville Property Sale Agreement and Final Order
- Schedule 14 Middletown Property Sale and Contribution Agreement
- Schedule 15 Properties Included in Diocesan Contribution
- Schedule 16 Abuse Claims Reviewer

Holders of Claims and Interests may obtain a copy of the Plan Supplement and the filed exhibits upon written request to Epiq. Upon their filing, the Plan Supplement and the exhibits may be inspected (i) in the office of the Clerk of the Bankruptcy Court during normal business hours, (ii) at the Bankruptcy Court's website at <http://www.ctb.uscourts.gov>, or (iii) free of charge on the Claims Agent at <https://dm.epiq11.com/case/rcdn/info>.

1.5. Deemed Acts. Whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred by virtue of this Plan and/or Confirmation Order without any further act by any party.

ARTICLE II
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, Statutory Fees, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III. Rather, all such Claims shall be treated as unclassified Claims on the terms set forth in this Article.

2.1. Administrative Expense Claims.

Each Holder of an Allowed Administrative Expense Claim against the Diocese, other than Professional Fee Claims, shall receive, in full satisfaction, settlement, release and extinguishment of such Administrative Expense Claim, Cash equal to the Allowed amount of such Administrative Expense Claim, either (a) on or as soon as practicable following the Effective Date, or, if later, the Allowance Date; or (b) upon such terms as may be agreed to in writing by the Claimant *provided, however,* that any Administrative Expense Claim incurred post-petition by the Diocese in the ordinary course of its operations or arising pursuant to one or more post-petition agreements or transactions entered into by the Diocese with Bankruptcy Court approval, shall be paid or performed in accordance with the terms and conditions of the particular transaction(s) and any agreement(s) relating thereto, or as otherwise agreed by the Diocese (if before the Effective Date) or the Reorganized Diocese (on and after the Effective Date), on the one hand, and the Holder of such Administrative Expense Claim, on the other.

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, all Claimants holding an unpaid Claim against the Diocese or Participating Parties that arose or occurred after the Petition Date and on or before the Effective Date, including Administrative Expense Claims and Abuse Claims shall file with the Bankruptcy Court and serve on the Post-Confirmation Notice Parties a proof of such post-petition Claim (“Post-Petition Proof of Claim”) no later than forty-five (45) days after a notice of the Effective Date is filed with the Bankruptcy Court (the “Post-Petition Claims Bar Date”). All unpaid Claims that arose or occurred after the Petition Date and on or before the Effective Date for which a Post-Petition Proof of Claim is not timely filed are hereby released, barred and discharged and enjoined from pursuing such Claim against or collecting from any Participating Party.

2.2. Objections to Post-Petition Proofs of Claims.

Objections to Post-Petition Proofs of Claims must be filed and served on the Post-Confirmation Notice Parties and the applicable Claimant on or before (A) forty-five (45) days after the Post-Petition Claims Bar Date or (B) such later date as (i) the Bankruptcy Court shall order upon application made prior to the end of such 45-day period or (ii) is agreed between the Diocese (if before the Effective Date) or the Reorganized Diocese (on and after the Effective Date), as applicable, and the affected Claimant.

2.3. Professional Fee Claims.

All final requests for payment of Professional Fee Claims must be filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court. Allowed Professional Fee Claims shall be paid in cash in full 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 Diocese or the Reorganized Diocese, as applicable, shall have agreed.

Objections to any Professional Fee Claim must be filed and served on the Post-Confirmation Notice Parties and the Professionals or other Entities to whose application the objections are addressed and the applicable Professional within fifteen (15) days after the filing of the final fee application with respect to the Professional Fee Claim. Notwithstanding anything contained in this section of the Plan, the allowance of a Professional Fee Claim shall not affect, impair, diminish or be an adjudication of any claim that is excepted from the exculpation contained in Section 12.12 hereof.

The Reorganized Diocese 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.

2.4. Statutory Fees.

All fees due and payable pursuant to 28 U.S.C. § 1930 and not paid prior to the Effective Date shall be paid in full in Cash as soon as practicable after the Effective Date. After the Effective Date, the Reorganized Diocese shall pay Statutory Fees to the U.S. Trustee, in Cash, until the Chapter 11 Case is closed, and a Final Decree is entered. In addition, the Reorganized Diocese shall file post-Confirmation Date reports in conformance with the U.S. Trustee guidelines. The U.S. Trustee shall not be required to file a request for payment of its Statutory Fees, which will be deemed Administrative Expense Claims against the Diocese and Diocese's Estate. Notwithstanding anything to the contrary herein, the Trust shall not be liable for payment of any Statutory Fees.

2.5. Priority Tax Claims.

With respect to each Allowed Priority Tax Claim, if any, not paid prior to the Effective Date, the Reorganized Diocese shall (i) pay such Claim in Cash as soon as practicable after the Effective Date, or (ii) provide such other treatment agreed to by the Holder of such Allowed Priority Tax Claim and the Diocese (if before the Effective Date) or the Reorganized Diocese (on and after the Effective Date), as applicable, in writing, provided such treatment is no less favorable to the Diocese or the Reorganized Diocese than the treatment set forth in clause (i) of this sentence.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

3.1. Summary of Classification and Treatment of Classified Claims and Interests.

(a) General

i. Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interests are classified for all purposes, including, without limitation, voting, Confirmation, and Distributions pursuant to this Plan, as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the

description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. 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.

ii. Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one Holder of a Claim or Interest 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.

iii. Pursuant to Bankruptcy Rule 9019 and section 1123(b)(3) of the Bankruptcy Code, and in consideration for the classification, Distribution, and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies pursuant to the terms of the Plan, including all Claims, Causes of Action, and controversies arising prior to the Effective Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, by or against any Participating Party or Holders of Claims, arising out of, relating to, or in connection with the business or affairs of or transactions with the Diocese, other than the Reserved Causes of Action, each of which Reserved Cause of Action shall be expressly preserved by and for the benefit of the Reorganized Diocese. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Diocese, the Estate, creditors, and other parties in interest, and are fair, equitable, and within the range of reasonableness. The provisions of the Plan, including its release, injunction, exculpation, and compromise provisions, are mutually dependent and non-severable.

(b) Identification of Classes of Claims Against and Interests in the Diocese.

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	CLAIMS	IMPAIRED/UNIMPAIRED	VOTING
1A	M&T Secured Claims	Impaired	Yes
1B	M&T Guaranty Claims	Unimpaired	Deemed to Accept
2	Citizens Guaranty Claim	Impaired	Yes
3	Other Priority Claims	Unimpaired	Deemed to Accept
4	General Unsecured Claims	Unimpaired	Deemed to Accept
5	Known Abuse Claims	Impaired	Yes
6	Unknown Abuse Claims	Impaired	Yes
7	Abuse Related Indemnity and Contribution Claims	Impaired	Deemed to Reject
8	Parish Party Claims, Catholic Entity Claims, and School Claims	Impaired	Yes

3.2. Treatment of Claims against the Diocese. Each Holder of an Allowed Claim shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent less favorable treatment is agreed to by the Trustee and such Holder. Unless otherwise indicated, each such Holder shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter, pursuant to the Plan, Trust Agreement and Trust Distribution Plan or Unknown Trust Distribution Plan, as applicable. No Distributions will be made from, and no rights will be retained against, the Diocese or its property on account of any Claim that is not an Allowed Claim.

3.2.1. Class 1: M&T Secured Claim, M&T Guaranty Claim,.

(a) Classification: Class 1 consists of all claims held by M&T. Class 1 is comprised of the following Subclasses:

- i. Subclass 1-A consists of the M&T Secured Claim.
- ii. Subclass 1-B consists of the M&T Guaranty Claim.

(b) Treatment: Each Holder of Allowed Secured Claims against the Diocese shall receive the treatment set forth below:

- i. Class 1-A: The Allowed M&T Secured Claim shall be granted a continuing lien on the Diocese's interest in replacement collateral acceptable to both M&T and the Diocese pursuant to an amended Promissory Note and Security Agreement to be executed on or

before the Effective Date, amortizing the Allowed M&T Secured Claim pursuant to terms acceptable to M&T and the Diocese.

ii. **Class 1-B:** The Diocese shall affirm, acknowledge, and ratify the Diocese's continuing obligations under the M&T Guaranty Agreement, which shall remain in full force and effect after the Effective Date and shall not be discharged under the Plan or Confirmation Order.

(c) **Voting:** The M&T Secured Claim in Class 1-A is Impaired. The M&T Guaranty Claim in Class 1-B is Unimpaired. The Holder of the Claim in Class 1-A shall be entitled to vote to accept or reject this Plan on behalf of Class 1.

3.2.2. Class 2: Citizens Guaranty Claim

(a) **Classification:** Class 2 consists of the Citizens Guaranty Claim.

(b) **Treatment:** Upon closing of the Middletown Property Sale and after satisfaction of all conditions set forth in the Middletown Property Sale and Contribution Agreement affixed to the Plan Supplement as Schedule 14, Citizens shall fully, finally, and completely release and forever discharge the Diocese from any and all obligations arising under the Citizens Guaranty Agreement.

(c) **Voting:** Claims in Class 2 are Impaired. Each Holder of a Claim in Class 2 shall be entitled to vote to accept or reject this Plan

3.2.3. Class 3: Other Priority Claims

(a) **Classification:** Class 3 consists of all Other Priority Claims.

(b) **Treatment:** Except to the extent that a Class 3 Claimant agrees to less favorable treatment of such Claim, the Holders of Allowed Other Priority Claims will receive either (a) payment from the Reorganized Diocese of the full amount of their Allowed Claims in Cash, without interest on or as soon as practicable following the Effective Date or, if later, the Allowance Date; or (b) payment of their Allowed Claims upon such terms as may be agreed in writing by the Claimant and the Reorganized Diocese.

(c) **Voting:** Claims in Class 3 are Unimpaired. Each Holder of a Claim in Class 3 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, and, therefore, shall not be entitled to vote to accept or reject this Plan.

3.2.4. Class 4: General Unsecured Claims

(a) **Classification:** Class 4 consists of all General Unsecured Claims.

(b) **Treatment:** Except to the extent that a Class 4 Claimant agrees to less favorable treatment of their Class 4 Claim, in exchange for full and final satisfaction of such Allowed General Unsecured Claim, at the sole option of the Reorganized Diocese: (a) each Class 4 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 4 Claimant and the Diocese or Reorganized Diocese, 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: Claims in Class 4 are Unimpaired. Each Holder of a Claim in Class 4 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, and, therefore, shall not be entitled to vote to accept or reject this Plan.

3.2.5. Class 5: Known Abuse Claims

(a) Classification: Class 5 consists of all Known Abuse Claims. A “Class 5 Claimant” shall mean the Holder of a Class 5 Claim.

(b) Summary. The Plan creates a Trust to fund payments to Allowed Class 5 Claimants entitled to such payments under the Plan, Trust Agreement and Trust Distribution Plan. The Trust shall be funded as provided in Article V of this Plan. Each Class 5 Claimant’s share of the Trust Assets as set forth in the Trust Distribution Plan is the only amount, if any, such Claimant will be entitled to receive from the Diocese or Participating Parties. As of and after the Effective Date, the liability of the Diocese or the Participating Parties 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, shall be satisfied solely from the Trust as set forth in the Plan Documents and Confirmation Order. Distribution from the Trust does not preclude Claims or recoveries by Abuse Claimants against Persons who are not Participating Parties for the liability of such Persons not attributable to the causal fault or share of liability of Participating Parties under the Catholic Mutual Certificates.

(c) Determination of Class 5 Claims. Class 5 Claims will be and are hereby channeled to the Trust for Allowance and payment pursuant to the Trust Distribution Plan. Class 5 Claims will be determined by the Abuse Claims Reviewer in accordance with the Trust Distribution Plan and as provided under the Plan. Class 5 Abuse Claims shall be treated pursuant to the Trust Distribution Plan, including review of such Claims by the Abuse Claim Reviewer. Fees payable to the Abuse Claims Reviewer for review of the Class 5 Abuse Claims shall be paid by the Trust.

(d) Treatment: The Diocese, Reorganized Diocese, and Participating Parties’ liability for and obligation to pay, if any, Class 5 Claims shall be assigned to and assumed by the Trust. Each Class 5 Claim may be estimated solely for the purpose of voting. The Diocese, Reorganized Diocese and Participating Parties shall have no further liability in connection with Class 5 Claims.

i. The Diocese, the Reorganized Diocese and their counsel shall reasonably cooperate with the Abuse Claims Reviewer and the Trustee as requested by the Abuse Claims Reviewer or the Trustee in connection with any inquiries in the administration of the Trust Distribution Plan.

ii. No Abuse Claimant may challenge the merit, validity, or amount of any other Abuse Claim. Any objection by an Abuse Claimant to an Abuse Claim pending as of the Effective Date is deemed withdrawn with prejudice. The Trustee shall have the sole and exclusive right to object to an Abuse Claim. The Reorganized Diocese shall not have the right to object to an Abuse Claim.

iii. Late-Filed Abuse Claims shall be deemed Class 5 Known Abuse Claims that may be: (a) Allowed by the Court or Disallowed by the Court, after evaluation by the Court of the circumstances particular to each Late-Filed Abuse Claim, upon motion properly filed by the Claimant; or (b) treated under the Trust Distribution Plan which, depending on when the Late-Filed Abuse Claim was filed, provides for no Distribution or Distribution in varying amounts. A Late-Filed Abuse Claim could be deemed timely if the Claimant files a motion establishing that its excusable neglect excuses the late filing and the Bankruptcy Court orders that the Late-Filed Abuse Claim will be treated as timely filed. If a Late-Filed Abuse Claim is not deemed timely by Final Order of the Bankruptcy Court and the Claimant does not accept the treatment under the Trust Distribution Plan, the Late-filed Abuse Claim is disallowed and will not receive any Distribution.

iv. The Trust shall pay Allowed Class 5 Claims in accordance with the terms of the Plan, Confirmation Order, Trust Distribution Plan and Trust Agreement. The Trust shall be the sole source of payment on account of Class 5 Claims. The Trust shall not make any Distributions on account of Class 5 Claims prior to the Effective Date.

v. The Distributions from the Trust are in full settlement of the Allowed Class 5 Abuse Claims against the Participating Parties only and the acceptance of a Distribution by an Abuse Claimant shall constitute a release, forgiveness and discharge of all Claims by such Class 5 Abuse Claimant against all Participating Parties.

vi. If a Class 5 Claim is denied payment, in whole or in part, pursuant to the Trust Distribution Plan, the Holder of such Class 5 Claim shall have no rights against the Reorganized Diocese, the Trust, the Trustee, or any of the Participating Parties relating to such Claim.

vii. The fees and expenses of attorneys representing Abuse Claimants who receive Distributions will be borne by such Abuse Claimants based on applicable state law and individual arrangements made between such Abuse Claimants and their respective attorneys. None of the Participating Parties, the Trust, nor the Trustee will have any liability for any fees and expenses of attorneys representing any of the Abuse Claimants.

viii. An Abuse Claimant may withdraw an Abuse Claim at any time on written notice to the Trustee. If withdrawn, (a) the Abuse Claim will be withdrawn with prejudice and may not be reasserted and shall be Disallowed, (b) as a condition to withdrawal of the Abuse Claim, any funds paid to the Abuse Claimant by the Trust (inclusive of attorneys' fees and costs) on account of such withdrawn Claim shall be returned to the Trust, and (c) any reserve maintained by the Trust on account of such Claim shall revert to the non-reserved assets of the Trust for Distribution in accordance with the Plan. For the avoidance of doubt, each Participating Party, Catholic Mutual, and the Trust shall retain any and all defenses that may exist with respect to any withdrawn Abuse Claim.

ix. If an Abuse Claimant shall become deceased prior to any Distribution from the Trust, any Distribution due to such deceased Abuse Claimant shall be made to a duly appointed executor of such deceased Abuse Claimant's estate or pursuant to an order of a court of competent jurisdiction. The Trust shall retain any amounts due to deceased Abuse Claimants until a date six months prior to dissolution of the Trust (the "Final Retention Date"). If the estate of a deceased Abuse Claimant does not have duly appointed executor or a court of competent jurisdiction has not entered an order directing the Distribution of funds for a deceased Abuse Claimant, then any funds payable on account of such Abuse Claim shall revert to the Trust and be distributed pursuant to the terms of the Plan. The Trust and/or the Trustee shall not have any obligation to search for heirs of any deceased Abuse Claimant.

x. The right of any Abuse Claimant to a trial by jury or otherwise against the Reorganized Diocese or any of the Participating Parties is waived and released upon occurrence of the Effective Date, and the Abuse Claim of an Abuse Claimant will be solely determined by the Abuse Claims Reviewer and in accordance with the Trust Distribution Plan.

xi. If a Known Abuse Claim is denied payment pursuant to the Trust Distribution Plan, the Holder of such Abuse Claim will have no further rights against the Diocese, Reorganized Diocese, the Trust, Trustee, or Participating Parties relating to such Abuse Claim.

(e) Voting: Claims in Class 5 are Impaired. Each Holder of a Claim in Class 5 shall be entitled to vote to accept or reject this Plan

(f) Release and Certification. No Class 5 Claimant shall receive any payment on any award unless and until such Class 5 Claimant has executed the Abuse Claim Release attached as Exhibit 2 to the Plan Supplement. Each Class 5 Claimant must execute a Release of Claims against the Diocese, the Reorganized Diocese, and all Participating Parties. Notwithstanding the foregoing, nothing in this Article requires any Abuse Claimant to release any Claims against any Joint Tortfeasor who is not a Participating Party, and such Claims are reserved. But in no event may a Class 5 Claimant collect on that portion of any judgment or obtain reallocation of any judgment based on the causal fault or share of liability of any Participating Party. The Reorganized Diocese shall be obligated to provide copies of the Abuse Claimants' releases and certifications to any of the Participating Parties upon request.

3.2.6. Class 6: Unknown Abuse Claims

(a) Classification. Class 6 consists of all Unknown Abuse Claims. A "Class 6 Claimant" shall mean a Holder of a Class 6 Claim.

(b) Summary. The Plan requires that the Reorganized Diocese fund the Unknown Abuse Claims Reserve (to be held and administered by the Trust) to fund payments to Class 6 Claimants entitled to such payments under the Plan and Unknown Trust Distribution Plan. The Unknown Abuse Claims Reserve will be funded in an amount reflected in the Unknown Claim Representative's Report to be filed prior to confirmation. Class 6 Claimants will not receive any Distributions from the Trust or from any Trust Assets, other than out of the Unknown Abuse Claims Reserve. Payment by the Reorganized Diocese and/or Distribution from the Trust does not preclude

Claims or recoveries by Abuse Claimants against Persons other than the Participating Parties for the liability of such other Persons not attributable to the causal fault or share of liability of Participating Parties under the Catholic Mutual Certificates.

(c) Reservation. Except with respect to the Participating Parties, nothing in the Plan is intended to affect, diminish, or impair the rights of any Unknown Abuse Claimant against any Person named or that could be named as a defendant in a lawsuit based on the Abuse that forms the basis of their Unknown Abuse Claim, except that the rights of Unknown Abuse Claimants against third-parties, including Joint Tortfeasors, does not include the right of Unknown Abuse Claimants to collect or to obtain a reallocation of the share of any judgment initially allocated to a Participating Party to any third-party based on the causal fault or share of liability of Participating Parties. Under no circumstances will the reservation of such Unknown Abuse Claimant's rights against any other Person (including the Reorganized Diocese) impair the Channeling Injunction, Releases or Supplemental Carrier Injunction provided in this Plan.

(d) Treatment. On the Effective Date, with no further action required, the Unknown Abuse Claims Trust assumes all liability for all Unknown Abuse Claims, and each Unknown Abuse Claimant is deemed to have assigned his or her Claim against any Participating Parties to the Trust, which shall be solely liable for the payment of all such Unknown Abuse Claims. The maximum amount of the Trust's obligation to pay Class 6 Claimants shall be determined by the Unknown Abuse Claims Representative in his report and recommendation which is incorporated by reference and attached to the Plan Supplement as Exhibit 4, and shall be paid solely out of and from the Unknown Abuse Claims Reserve. The Reorganized Diocese and the Participating Parties shall have no further liability therefor. Whether or not an Unknown Abuse Claim is paid or denied payment pursuant to the Unknown Trust Distribution Plan, the Holder of such Unknown Abuse Claim shall have no further rights against the Diocese, Reorganized Diocese, the Participating Parties, the Trust, or Trustee relating to such Unknown Abuse Claim. The Diocese will submit all potential Class 6 Claimants' information to the Unknown Abuse Claims Representative for determination of the potential claimant's inclusion as a Class 6 Claimant. Individuals determined to hold a Class 6 Claim shall provide sufficient information to allow the Abuse Claims Reviewer to make an evaluation of the Class 6 Claim pursuant to the factors in the Trust Distribution Plan, before any payment shall be made on a Class 6 Claim by the Trust from the Unknown Abuse Claims Reserve.

(e) Validity. No Unknown Abuse Claimant may challenge the merit, validity, or amount of any Abuse Claim. The Trustee has the sole and exclusive right to object to any Unknown Abuse Claim. The Reorganized Diocese shall not have the right to object to an Unknown Abuse Claim.

(f) Distribution. The Trust shall pay Unknown Abuse Claimants in accordance with the terms of the Plan, Confirmation Order and Trust Documents, as follows:

i. The Trustee shall make a Distribution to Unknown Abuse Claimants at least once during every twelve (12) months after the Effective Date.

ii. The maximum value of a point allocated to the Unknown Abuse Claimants pursuant to the Unknown Trust Distribution Plan shall be equal to the average value of

a point allocated to all other Abuse Claimants who receive payment under the Trust Distribution Plan (such amount, the “Maximum Unknown Abuse Claim Amount”).

iii. During any twelve (12) month period, the Trustee shall distribute no more than (a) ten percent (10%) of the remaining Unknown Abuse Claims Reserve collectively to all Unknown Abuse Claimants who have filed Allowed Unknown Abuse Claims as of a given date of Distribution and (b) four percent (4%) of the remaining Unknown Abuse Claims Reserve to any single Unknown Abuse Claimant; *provided, however*, that the Trustee shall not distribute more than the Maximum Unknown Abuse Claim Amount to any Unknown Abuse Claimant; *provided further*, however, that upon any Distribution, the Trustee shall (x) first distribute funds to Unknown Abuse Claimants who filed allowed Unknown Abuse Claims after other Unknown Abuse Claimants had already received a Distribution until Holders of such later filed Claims receive an amount equal (on a per point basis) to the amount already distributed to Unknown Abuse Claimants who previously received a Distribution and (y) thereafter distribute additional available funds to all Holders of allowed Unknown Abuse Claims as of such date of Distribution.

(g) The Unknown Abuse Claims Reserve shall be dissolved upon the fifth (5th) anniversary of the Effective Date (the “Dissolution Date”). Upon the occurrence of the Dissolution Date, the Trustee shall distribute all remaining funds of the Unknown Abuse Claims Reserve to Holders of allowed Unknown Abuse Claims who previously received point awards: *provided, however*, that no single Abuse Claimant shall be paid more than Maximum Unknown Abuse Claim Amount. If any of the Unknown Abuse Claims Reserve remains after all Unknown Abuse Claims who previously received point awards have been paid the Maximum Unknown Abuse Claim Amount as of the Dissolution Date, then the remaining funds shall be distributed to all Abuse Claimants and Unknown Abuse Claimants based on the points allocated to each claim; *provided, however*, that to the extent there are not sufficient funds to pay an average of \$50.00 to each Abuse Claimant or Unknown Abuse Claimant, then any remaining funds shall be donated to a non-profit organization in the United States selected by the Trustee (after notice and a hearing) that is dedicated to helping survivors of childhood sexual abuse.

(h) Determination of Class 6 Claims. Class 6 Claims will be and are hereby channeled to the Trust for Allowance and payment out of the Unknown Abuse Claims Reserve. Class 6 Claims will be determined by the Abuse Claims Reviewer in accordance with the Unknown Trust Distribution Plan and as provided under the Plan. Unknown Abuse Claims shall be treated pursuant to the Unknown Trust Distribution Plan, including review of such Claims by the Abuse Claim Reviewer in accordance with the Unknown Trust Distribution Plan. Fees payable to the Abuse Claims Reviewer for review of the Unknown Abuse Claims shall be paid by the Trust.

(i) Fees. The fees and expenses of attorneys representing Unknown Abuse Claim who receive payment from the Trust will be payable solely from the Unknown Abuse Claims Reserve from the amount awarded to such Claimant based on applicable state law and individual arrangements made between such Unknown Abuse Claim and their respective attorneys. The Participating Parties, Trust, and the Trustee will not have any liability for any fees and expenses of attorneys representing any of the Holders of an Unknown Abuse Claim.

(j) Withdrawal. An Unknown Abuse Claimant may withdraw an Unknown Abuse Claim at any time on written notice to the Trustee. If withdrawn, (a) the Unknown Abuse

Claim will be withdrawn with prejudice and may not be reasserted, (b) as a condition to withdrawal of the Unknown Abuse Claim, any funds paid to the Unknown Abuse Claimant by the Trust (inclusive of attorneys' fees and costs) shall be returned to the Trust, and (c) any reserve maintained by the Trust on account of such Claim shall revert to the non-reserved assets of the Trust for Distribution in accordance with the Plan.

(k) Deceased Distribution. If an Unknown Abuse Claimant shall become deceased prior to any Distribution from the Trust to such Claimant, then any Distribution due to such deceased Unknown Abuse Claimant shall be made to a duly appointed executor of such deceased Unknown Abuse Claimant's estate or pursuant to an order of a court of competent jurisdiction. The Trust shall retain any amounts due to deceased Abuse Claimants until the Final Retention Date. If the estate of a deceased Unknown Abuse Claimant does not have duly appointed executor or a court of competent jurisdiction has not entered an order directing the Distribution of funds for a deceased Unknown Abuse Claimant, then any funds payable on account of such Abuse Claim shall revert to the Trust and be distributed pursuant to the terms of the Plan. The Trust and/or the Trustee shall not have any obligation to search for heirs of any deceased Unknown Abuse Claimant.

(l) Disallowance. Unknown Abuse Claims made on behalf of any Person that is deceased as of the date the Unknown Abuse Claim is filed shall be disallowed.

(m) Release and Certification. No Class 6 Claimant shall receive any payment on any award unless and until such Class 6 Claimant has executed the Abuse Claim Release attached as Exhibit 2 to the Plan Supplement. Notwithstanding the foregoing, nothing in this Article requires any Unknown Abuse Claimant to release any Claims against any Joint Tortfeasor who is not a Participating Party, and such Claims are reserved. But in no event may a Class 6 Claimant collect on that portion of any judgment or obtain reallocation of any judgment based on the causal fault or share of liability of any Participating Party. The Reorganized Diocese shall be obligated to provide copies of the Abuse Claimants' releases and certifications to any of the Participating Parties upon request.

3.2.7. Class 7: Abuse Related Indemnity and Contribution Claims.

(a) Classification. A Class 7 Claim consists of all Indemnity and Contribution Claims.

(b) Treatment. Claims in Class 7 shall be disallowed in accordance with Section 502(e)(1) of the Bankruptcy Code, and Class 7 Claims will receive no Distribution under the Plan and will be channeled to the Trust. The Plan does not allow Abuse Claimants to collect that portion of any judgment or obtain reallocation of any judgment based on the causal fault or share of liability of any Participating Party.

3.2.8. Class 8: Parish Party Claims, Catholic Entity Claims, and School Claims

(a) Classification. Class 8 consists of any Parish Party Claims, Catholic Entity Claims, or School Claims.

(b) Treatment. The Diocese has reached a settlement with the Parish Parties and Schools, which is embodied in the Plan. As one component of the settlement, and to maximize recovery for Abuse Claimants, the Parish Parties and Schools have agreed to waive all rights to Distributions on account of their Class 8 Claims. Accordingly, there will be no Distribution to the Holders of any Class 8 Claims on account of such Class 8 Claims.

(c) Voting. Allowed Claims in Class 8 are Impaired. Each Holder of a Claim in Class 8 shall be entitled to vote to accept or reject this Plan.

ARTICLE IV **ACCEPTANCE OR REJECTION OF THE PLAN**

4.1. Impaired Classes of Claims Entitled to Vote on this Plan. Claims in Class 1-A (M&T Secured Claim), Class 2 (Citizens Guaranty Claim), Class 5 (Known Abuse Claims), Class 6 (Unknown Abuse Claims), and Class 8 (Parish Party Claims, Catholic Entity Claims, and School Claims) are Impaired, and the Holders of such Claims are entitled to vote to accept or reject this Plan.

4.2. Acceptance by an Impaired Class of Claims. Pursuant to section 1126(c) of the Bankruptcy Code, an Impaired Class shall have accepted the Plan if, after excluding any Claims held by any Holder whose Claims have been designated pursuant to section 1126(e) of the Bankruptcy Code, the Holders of (a) at least two-thirds in dollar amount of the Allowed Claims actually voting in such Class have voted to accept such Plan and (b) more than one-half in number of such Allowed Claims actually voting in such Class have voted to accept the Plan.

4.3. Presumed Acceptance by Unimpaired Classes. Claims in Class 1-B (M&T Guaranty Claim), Class 3 (Other Priority Claims), and Class 4 (General Unsecured Claims) are Unimpaired by this Plan. Pursuant to section 1126(f) of the Bankruptcy Code, the Holders in such Classes are conclusively presumed to have accepted this Plan and therefore shall not be entitled to vote to accept or reject this Plan.

4.4. Presumed Rejection by Certain Impaired Class. Class 7 (Abuse Related Indemnity and Contribution Claims) is Impaired by this Plan. Holders of Class 7 Claims will not receive or retain any property under this Plan on account of their Claims or Interests. Pursuant to section 1126(g) of the Bankruptcy Code, such Holders are conclusively presumed to have rejected this Plan and therefore shall not be entitled to vote to accept or reject this Plan.

4.5. Reservation of Rights. On or before the Effective Date, this Plan and/or any exhibits included in the Plan Supplement may be amended, modified, or supplemented by the Diocese in the manner provided for by section 1127 of the Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Code. In addition, after the Confirmation Date, the Diocese or Trustee, as applicable, may institute proceedings in the Court to remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes and effects of this Plan. The Diocese may make appropriate technical adjustments and modifications to this Plan prior to the Effective Date without further order or approval of the Bankruptcy Court.

ARTICLE V
MEANS FOR IMPLEMENTATION OF THE PLAN

5.1. Trust Formation and Funding.

The Trust shall be established for the purposes of: (a) assuming liability of Participating Parties for Channeled Claims, (b) administering and making Distributions to Class 5 Claims in accordance with the Trust Distribution Plan; (c) administering and making Distributions to Class 6 Claims from the Unknown Abuse Claims Reserve in accordance with the Unknown Trust Distribution Plan; and (c) receiving, liquidating, and distributing Trust Assets in accordance with this Plan and the Trust Documents. The proposed Trust Agreement is attached to and submitted with the Plan Supplement. On or before the Confirmation Date, the Trust shall be established in accordance with the Trust Documents and is incorporated herein by reference.

(a) Summary. This Plan will be funded from the sources and in the manner set forth in this Section. In addition to the Contributions described herein, the Parish Parties, Christian Brothers Oceania, and Other Insured Entities will waive certain Claims against the Diocese and Catholic Mutual Parties, including the Related Insurance Claims and contribution and indemnity Claims.

(b) Contributions. The Contributions comprised of Cash will be paid or transferred, as applicable, to the Trust as provided in the Plan or as otherwise provided herein within ten (10) Business Days after the Confirmation Order becomes a Final Order, the Diocese will pay or transfer the Cash portion of the Diocese Contribution to the Trust, MSJ will pay or transfer any Cash proceeds of the MSJ Contribution to the Trust, the Catholic Entities will pay or transfer the Catholic Entities' Contribution, and the Parish Parties will pay or transfer the Cash portion of the Parish Parties' Contribution to the Trust. Subject to the terms and conditions of the Christian Brothers Settlement Agreement, Christian Brothers Oceania will pay or transfer the Christian Brothers Oceania Contribution to the Trust as and when provided in that agreement. Subject to the terms and conditions of the Catholic Mutual Settlement Agreement, Catholic Mutual will pay or transfer the Catholic Mutual Contribution to the Trust as and when provided in that agreement. With respect to all real property to be sold by a Participating Party to fund part or all of such Participating Party's Contribution, such Participating Party shall proceed with the sale, transfer or conveyance of such real property expeditiously and in good faith, and will keep counsel to the Committee and/or Trustee, as applicable, informed on the progress and closing on any such sale. Subject to Section 11.1(i) hereof, the applicable Participating Party shall transfer title to such real property to the Trust, in lieu of the sale proceeds thereof, which real property may then be sold, liquidated or otherwise disposed of by the Trustee, with all proceeds thereof to be distributed in accordance with this Plan and the Plan Documents.

(c) Vesting. On the Effective Date, all Trust Assets shall vest in the Trust, and the Diocese and other Participating Parties shall be deemed for all purposes to have transferred all Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Diocese or any other Participating Party, as applicable, 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 and the Trust Agreement, the Diocese and other Participating Parties shall have no further interest in or with respect to the Trust Assets.

5.2. Payment of Professional Fees. The Reorganized Diocese, not the Trust, shall pay all unpaid Allowed Professional Fee Claims in accordance with Article II of this Plan.

5.3. Payments and Treatment of Claims Other Than Abuse Claims and Unknown Abuse Claims. Payments due to creditors on account of Allowed Claims other than Abuse Claims or Unknown Abused Claims will be paid pursuant to the terms of this Plan by the Reorganized Diocese.

5.4. Payments Effective Upon Tender. Whenever the Plan requires payment to be made to a creditor, such payment will be deemed made and effective upon tender thereof by the Trustee, the Diocese, or the Reorganized Diocese to the creditor to whom payment is due. If any creditor refuses a tender, the amount tendered and refused will be held by the Trust, the Diocese, or the Reorganized Diocese for the benefit of that creditor pending final adjudication of the dispute. However, when and if the dispute is finally adjudicated and the creditor receives the funds previously tendered and refused, the creditor will be obliged to apply the funds in accordance with the Plan as of the date of the tender; and while the dispute is pending and after adjudication thereof, the creditor will not have the right to Claim interest or other charges or to exercise any other rights which would be enforceable by the creditor, if the Trust, the Diocese, or the Reorganized Diocese failed to pay the tendered payment.

5.5. Allocations Within and Distributions and Payments from the Trust.

(a) General Corpus. The following Distributions and payments will be made from the general corpus of the Trust:

i. Distributions. An Allowed Abuse Claimant who the Abuse Claims Reviewer determines to be entitled to a Distribution, will receive a Distribution from the Trust in the amount(s) and at the time(s) provided for the Claimant's Class in the Plan, and the Trust Distribution Plan or Unknown Trust Distribution Plan, as applicable. Any payment on an Allowed Abuse 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. For the avoidance of doubt, Abuse Claimants' recovery on their Allowed Abuse Claims shall be limited to the Distributions they are entitled to, if any, from the Trust under the Trust Distribution Plan or Unknown Trust Distribution Plan, as applicable, and they shall not be entitled to collect personally or otherwise any additional amounts whatsoever on their Abuse Claims from any Participating Party or any Participating Party's assets, even if they are denied a distribution pursuant to the Trust Distribution Plan or Unknown Trust Distribution Plan, as applicable. For the avoidance of doubt, the Unknown Abuse Claims Reserve established and maintained by the Trust shall be the sole source of payment to Allowed Unknown Abuse Claims. For the avoidance of doubt, the Distributions from the Trust shall be the sole source of payment to Allowed Late-Filed Abuse Claims. Abuse Claimants' recovery on their Allowed Claims shall be limited to the Distributions they are entitled to, if any, from the Trust under the Trust Distribution Plan or Unknown Trust Distribution Plan, as applicable, and they shall not be entitled to collect personally or otherwise any additional amounts whatsoever on their Abuse Claims from any Participating Party, or any Participating Party's assets, even if they are denied a Distribution pursuant to the Trust Distribution Plan or Unknown Trust Distribution Plan, as applicable.

ii. Abuse Claims Reviewer and Unknown Abuse Claims Representative. The Trustee shall retain the Abuse Claims Reviewer. Fees payable to the Abuse Claims Reviewer for review of Abuse Claims shall be paid from the Trust.

iii. Trust Administrative Fees. All fees, costs, and expenses of administering the Trust as provided in the Plan and the Trust Agreement shall be paid by the Trust, including: (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Assets of the Trust; (ii) to pay reasonable administrative expenses (including, but not limited to, any taxes imposed on the Trust and any professional fees); and (iii) to satisfy other liabilities incurred by the Trust in accordance with the Plan or the Trust Agreement.

iv. Discovery Costs and Expenses. All fees, costs, and expenses related to any discovery request made by the Trustee to the Reorganized Diocese or Participating Party shall be paid by the Trust.

v. Indemnity. The Trust's obligations, if any, to defend, indemnify, or hold harmless any Person expressly set out in the Plan shall be made from the corpus of the Trust.

(b) Unknown Abuse Claims Reserve. On or before the Effective Date, the Reorganized Diocese will transfer to the Trust the funds necessary to establish the Unknown Abuse Claims Reserve in the amount provided for in the Unknown Abuse Claims Representative's Report, affixed to the Plan Supplement. The Trust shall maintain the Unknown Abuse Claims Reserve until the later of (i) fifteen days after the Trustee provides and files written notice that the Unknown Abuse Claims Reserve has been exhausted or (ii) the occurrence of the fifth (5th) anniversary of the Effective Date.

5.6. Tax Matters. The Trust shall not be deemed to be the same legal entity as the Diocese, but only the assignee of certain assets of the Diocese 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 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 Diocese 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 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 Connecticut law and the regulations promulgated thereunder, and shall pay from the Trust all taxes, assessments, and levies upon the Trust, if any.

5.7. Appointment of the Trustee. 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 Diocese and shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and the Plan.

5.8. Rights and Responsibilities of the Trustee.

(a) The Trustee shall be deemed the Estate's representative in accordance with Section 1123 of the Bankruptcy Code and shall have all the rights, powers, authority, responsibilities, and benefits specified in the Plan and the Trust Agreement. If there is any inconsistency or ambiguity between the Confirmation Order and the Trust Agreement with respect to Trustee's authority to act, the provisions of the Confirmation Order shall control. The Trust shall make Distributions on Abuse Claims as determined by the Abuse Claims Reviewer in accordance with this Plan and the Trust Documents. 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 Abuse Claimants and with no objective to continue or engage in the conduct of a trade or business. Among other things, the Trustee: (1) shall liquidate and convert to cash the Trust Assets, make timely Distributions and not unduly prolong the duration of the Trust; (2) 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 (3) may retain professionals, including legal counsel, accountants, financial advisors, auditors, and other agents on behalf of the Trust, and at the Trust's sole expense, as reasonably necessary and to carry out the obligations of the Trustee hereunder and under the Trust Agreement.

(b) Notwithstanding the foregoing, the Diocese, the Estate, the Reorganized Diocese, and the Trust acting for itself and on behalf the Estate, shall be deemed to have waived, effective upon the Effective Date:

i. Any and all Claims under sections 547, 548, 549 and 550 of the Bankruptcy Code for the recovery of any sums paid to any Person who provided goods and services to the Diocese in the ordinary course of business prior to the Effective Date;

ii. Any and all Claims and Causes of Action: (i) seeking the substantive consolidation of the Diocese and any other Person or an order deeming any such Person and the Diocese to be an "alter-ego" of the other or any other similar Claim or Cause of Action; (ii) to avoid, set aside or recover any payment or other transfer made to any Person under sections 547, 548, 549, and 550 of the Bankruptcy Code; and (iii) any proceeding to avoid or set aside any interest of a Person in property under Section 544 of the Bankruptcy Code.

The Confirmation Order shall state that, absent permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or proceeding 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.

5.9. Medicare Procedures.

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

(a) It is the position of the Diocese that neither the Diocese nor the Participating Parties will have any reporting obligations with respect of their Contributions to the

Trust, or with 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, nor and Participating Party has any reporting obligations under MMSEA with respect to payments to the Trust by the Participating Parties 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 Second Circuit or the United States Supreme Court), or written confirmation from HHS that none of the Participating Parties 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 Participating Parties 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 Participating Parties, and shall timely submit all reports that would be required to be made by any Participating Party 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 Participating Party were determined to be made pursuant to “applicable plans” for purposes of MMSEA, or any Participating Party were otherwise found to have MMSEA reporting requirements. The Trust, in its role as reporting agent for the Participating Parties, shall follow all applicable guidance published by CMS to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(b) If the Trust is required to act as a reporting agent for any Participating Party pursuant to this Section 5.9, the Trust shall provide a written certification to each Participating Party within twenty-one (21) days following the end of each calendar quarter, confirming that all reports to CMS required by this Section have been submitted in a timely fashion, and identifying:

(i) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance; and

(ii) any payments to Medicare beneficiaries that the Trust did not report to CMS.

(c) With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall, upon request by any Participating Party, 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 Participating Party, provide each Participating Party 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(g) shall apply.

(d) If the Trust is required to act as a reporting agent for a Participating Party pursuant to the provisions of Section 5.9(a), 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 Participating Party 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 Participating Party 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 Participating Party 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.

(e) If the Trust is required to act as a reporting agent for any Participating Party, the Trust shall make the reports and provide the certifications required in this Section 5.9 until such time as such Participating Party 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(a), and if any Participating Party 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.

(f) Section 5.9 is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that the Participating Parties 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.

(g) 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 or any Participating Party a concern with respect to the sufficiency or timeliness of such reporting, or there appears to any Participating Party 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 Participating Party 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 Participating Parties 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.

(h) 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 Participating Party 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.

(i) Prior to remittance of funds to or for the benefit of any Channeled Claimant, 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(i) to each Participating Party, and permit reasonable audits by such Persons, no more often than annually, to confirm the Trust's compliance with this Section 5.9(i). For the avoidance of doubt, the Trust shall be obligated to comply with the requirements of this Section 5.9(i) regardless of whether any Participating Party elects to file its own reports under MMSEA.

(j) Compliance with the provisions of this Section 5.9 shall be a material obligation of the Trust under the Plan, in favor of the Participating Parties under the Plan.

(k) The Trust shall defend, indemnify, and hold harmless the Participating Parties 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.

(l) 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. 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 the cash of the Trust.

5.11. 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.

5.12. 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.

5.13. Termination. The Trust shall terminate after its liquidation, administration, and Distribution of the Trust Assets in accordance with the Plan and Trust Agreement 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.

5.14. Immunity; Liability; Indemnification.

(a) Neither the Reorganized Diocese, or its respective members, designees, or professionals, nor the Trustee, or any duly designated agent or representative of the Trustee, nor their respective employees, shall be liable for the acts or omissions of any other member, designee, agent, or representative 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 attorneys, accountants, financial advisors, and 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 attorneys, accountants, financial advisors, or 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.

(b) No recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant, or other professional 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 Trust Agreement whatsoever 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 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 under the term of any such Trust Agreement shall 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.

(c) The Trust shall defend, indemnify, and hold the Trustee, its officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of Connecticut entitled to indemnify and defend its directors, trustees, officers, and employees against any and all liabilities, expenses, Claims, damages or losses incurred by them in the performance of their duties hereunder.

(d) Additionally, each Diocese Party, the Reorganized Diocese 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, with respect to: (i) the Chapter 11 Case and any act or omission undertaken by them prior to the commencement thereof, (ii) the assessment or liquidation of any Abuse Claims, (iii) the administration of the Trust and the implementation of the Trust Distribution Plan, or (iv) 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 Connecticut is from time to time entitled to indemnify and defend its officers, directors, trustees, and employees, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Diocese or Reorganized Diocese, and their respective professionals, officers, and directors, 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.

(e) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, the Diocese, each Diocese Party, the Reorganized Diocese, and their respective agents in connection with any action, suit, or proceeding, whether civil, administrative, or arbitative, 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 Diocese, each Diocese Party, the Reorganized Diocese, and their respective agents, to repay such amount in the event that it shall be determined ultimately by Final Order that such Trustee, the Diocese, the Reorganized Diocese, and their respective professionals, officers, and directors is not entitled to be indemnified by the Trust.

5.15. Dismissal of Pending Litigation. Within twenty-one (21) days after Effective Date, all Claims arising out of, or related to, Abuse Claims asserted in any lawsuit against any Participating Party currently pending in state court shall be dismissed with prejudice and without fees or costs being recoverable against any Participating Party or by any Participating Party against the Abuse Claimant.

5.16. Objections Deemed Withdrawn. Any objection asserted by the Diocese to an Abuse Claim pending as of the Effective Date is deemed withdrawn without prejudice. Whether and the extent to which any Insurer who filed an objection prior to the Effective Date is entitled to have filed such objection and to continue to assert such objection after the Effective Date shall be determined by the Bankruptcy Court in accordance with applicable procedures.

5.17. Objections and Litigation After the Effective Date. As of the Effective Date, the Trustee shall have the sole and exclusive right to object to Abuse Claims. The Reorganized Diocese shall have no right to object to any Abuse Claims after confirmation of the Plan.

5.18. Preservation of Right to Conduct Investigations. The preservation for the Trust and Reorganized Diocese of any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 is necessary and relevant to the liquidation and administration of the Trust Assets. Accordingly, any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 held by the Diocese prior to the Effective Date shall vest with the Reorganized Diocese and Trust and shall continue until dissolution of the Trust.

5.19. Prosecution and Resolution of Causes of Action. From and after the Effective Date, prosecution and settlement of all Reserved Causes of Action shall retained by and shall be the sole responsibility of the Reorganized Diocese pursuant to this Plan and the Confirmation Order. From and after the Effective Date, the Reorganized Diocese shall have exclusive rights, powers, and interests of the Diocese's Estate to pursue, settle, or abandon such Reserved Causes of Action as the sole representative of the Diocese's Estate pursuant to Bankruptcy Code section

1123(b)(3). Proceeds (net of professional fees and costs to prosecute and recover such proceeds) recovered from all Reserved Causes of Action will be deposited into the Trust and will be distributed by the Trustee to beneficiaries in accordance with the provisions of the Plan and Trust Agreement. All Causes of Action that are not expressly released or waived under this Plan are Reserved Causes of Action and preserved and vest in the Reorganized Diocese in accordance with this Plan. No Person may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Diocese or Trustee will not pursue any and all Reserved Causes of Action against such Person or Entity. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or substantial consummation of this Plan. No Causes of Action that have been otherwise released or exculpated shall be transferred to the Trust or retained by the Reorganized Diocese; neither the Trustee nor the Reorganized Diocese shall have standing to pursue such released or exculpated claims or Causes of Action, and all such claims and Causes of Action shall be waived, released, and discharged pursuant to the Plan.

5.20. Limitation of Liability. No recourse will ever be had, directly or indirectly, against the Trustee or its officers, directors, employees, professionals, representatives, agents, successors, or assigns, by legal or equitable proceedings or by virtue of any statute or otherwise, or any deed of trust, mortgage, pledge, or note, nor upon any promise, contract, instrument, undertaking, obligation, covenant, or agreement whatsoever executed by the Trust under this Plan or by reason of the creation of any indebtedness by the Trust or the Trustee under this Plan. All such liabilities under this Plan will be enforceable only against, and will be satisfied only out of, the Trust Assets. The Trustee and its agents shall not be deemed to be the agent for any Holder of a Claim in connection with Distributions made under this Plan. The Trustee and its officers, directors, employees, professionals, representatives, agents, successors, or assigns will not be liable for any act they may do, or omit to do hereunder in good faith and in the exercise of their sound judgment; *provided, however*, that the limitations of liability set forth in this section will not apply to any gross negligence or willful misconduct by any of the foregoing.

5.21. Retention of Professionals. Subject to the terms of the Plan and Confirmation Order to the extent they address the treatment and payment of Professional Fees incurred prior to the Effective Date, the Trustee may retain and compensate attorneys and other professionals to assist in their duties, on such terms (including on a contingency or hourly basis) as they deem reasonable and appropriate, without Bankruptcy Court approval. Subject to the terms of this Plan, upon the appointment of the Trustee under the Trust Agreement, any Professionals retained by the Diocese shall no longer be obligated or required to continue to represent the Diocese after the Effective Date (unless such Professionals have agreed in writing to continue such representation) and, if such Professional elects to withdraw from such representation, such Professional shall be released and discharged from all further authority, duties, responsibilities, and obligations relating to and arising from the Chapter 11 Case and the confirmation of this Plan. The confirmation of the Plan shall constitute any necessary consent and court approval to withdraw from such representation. However, such Professionals shall be deemed retained after such date with respect to (a) applications filed pursuant to sections 330 and 331 of the Bankruptcy Code and (b) motions seeking the enforcement of the provisions of the Plan or the Confirmation Order.

5.22. Conflicts between the Trust Agreement and the Plan. In the event of any inconsistencies or conflict between the Trust Agreement and this Plan, the terms and provisions of this Plan shall control.

5.23. Automatic Stay. Subject to the terms of this Plan, the automatic stay provided for under section 362 of the Bankruptcy Code shall remain in effect in the Chapter 11 Case until the Effective Date.

ARTICLE VI

CATHOLIC MUTUAL SETTLEMENT AND OTHER INSURERS

6.1. Catholic Mutual Settlement. The Catholic Mutual Settlement is binding on all parties in interest in this Case including the Trust, the Diocese Parties, the Claimants and Catholic Mutual, and any of their successors and assigns, upon entry of the Approval Order and satisfaction of all conditions set forth in the Catholic Mutual Settlement Agreement affixed to the Plan Supplement as Schedule 9. The rights of the parties under the Catholic Mutual Settlement Agreement shall be determined exclusively under the Catholic Mutual Settlement Agreement and those provisions of the Approval Order approving such Catholic Mutual Settlement Agreement, the Plan and the Confirmation Order. The Catholic Mutual Settlement is incorporated into the Plan by reference shall survive the confirmation, effectiveness, and consummation of the Plan.

6.2. Sale Free and Clear of Interests of Catholic Mutual Policies. As provided in the Catholic Mutual Settlement Agreement, each and every Sold Certificate shall be sold to Catholic Mutual, pursuant to sections 105, 363, and 1123 of the Bankruptcy Code, free and clear of all liens, Claims and Interests of all Persons, including, without limitation, the Diocese Parties, MSJ Parties, Catholic Entities, Parish Parties, School Parties, ACA, Catholic Charities, St. Bernard, Xavier and Christian Brothers Oceania and Other Insured Entities

6.3. Full Payment. Catholic Mutual shall pay the Catholic Mutual Contribution to the Trust subject to the terms and conditions of the Catholic Mutual Settlement Agreement. The Trust shall hold the Catholic Mutual Contribution as escrowee and return such contribution to Catholic Mutual, with accrued interest, in the event that the conditions set forth in Section 11.1 are not satisfied or waived in accordance with Section 11.4 or substantial consummation of the Plan does not occur. The Catholic Mutual Contribution is the total amount the Catholic Mutual Parties are and shall ever be obligated to pay on account of any and all Channeled Claims or on account of any Claims or Interests relating to the Sold Certificates, whether known or unknown, through and including the Effective Date. The consideration to be provided by the Catholic Mutual Parties pursuant to this Plan (including the Catholic Mutual Contribution) constitutes a fair and reasonable exchange for the consideration granted to the Catholic Mutual Parties in this Plan, the Sold Certificates and the Catholic Mutual Settlement Agreement (including the releases, Channeling Injunction and Supplemental Carrier Injunction), and the consideration to be provided by the Diocese Parties to the Catholic Mutual Parties pursuant to this Plan (including the releases and injunctions herein) constitutes a fair and reasonable exchange for the consideration granted to the Diocese Parties in this Plan (including the Catholic Mutual Contribution). The Catholic Mutual Parties are not acting as volunteers in paying the Catholic Mutual Contribution, and the Catholic Mutual Parties' payment of the Catholic Mutual Contribution reflect potential liabilities and

obligations to the Diocese Parties of amounts the Catholic Mutual Parties allegedly are obligated to pay on account of any and all Claims released herein.

6.4. Catholic Mutual Consent to Amendments. This Plan, the Confirmation Order and any subsequent amendments thereto, shall be in all respects acceptable to Catholic Mutual and shall not deprive the Catholic Mutual Parties of any right or benefit under this Plan or Catholic Mutual Settlement or otherwise adversely affect the Interests of the Catholic Mutual Parties under this Plan, and must, in form and substance, be approved by the Catholic Mutual.

6.5. Further Assurances; Non-Material Modifications. From and after the Effective Date, the Reorganized Diocese, Catholic Mutual and the Participating Parties 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 settlements contained in this Article without further order of the Bankruptcy Court. The Reorganized Diocese and Catholic Mutual may make technical or immaterial alterations, amendments, modifications, waivers, or supplements to the terms of the Catholic Mutual Settlement Agreement and/or the Plan, subject to the requirements of such agreement. 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 6.5, 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 shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

6.6. Indemnification Obligations of Trust and Reorganized Diocese.

(a) From and after the Effective Date, the Trust shall defend, indemnify, and hold harmless the Catholic Mutual Parties with respect to any and all Abuse Claims, Medicare Claims, and Related Insurance Claims, including: all Abuse Claims (other than Unknown Abuse Claims) and Related Insurance Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any Catholic Mutual Certificates; (ii) any Person who has made, will make, or can make an Abuse Claim (other than an Unknown Abuse Claim) or Related Insurance Claim; and (iii) any Person who has actually or allegedly acquired or been assigned the right to make a Claim (other than an Unknown Abuse Claim) under any Catholic Mutual Certificates. The Reorganized Diocese shall defend, indemnify, and hold harmless the Catholic Mutual Parties with respect to any and all Abuse Claims and Related Insurance Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any Catholic Mutual Certificates; (ii) any Person who has made, will make, or can make an Abuse Claim or Related Insurance Claim; and (iii) any Person who has actually or allegedly acquired or been assigned the right to make a Claim under any Catholic Mutual Certificates subject to the limitations set forth in any other settlement agreement with an Insurer that has been approved by the Bankruptcy Court. The Catholic Mutual Parties shall have the right to defend any Claims identified in this section and shall do so in good faith.

(b) The indemnification obligations of the Trust and the Reorganized Diocese includes Abuse Claims made by Persons over whom the Diocese or Parish Parties do not have control, including any other Person who asserts Abuse Claims against or right to coverage under the

Catholic Mutual Certificates. The Catholic Mutual Parties may undertake the defense of any Claim on receipt of such Claim without affecting such indemnification obligations. The Catholic Mutual Parties shall notify the Trust or the Reorganized Diocese, as applicable, as soon as practicable (but, in no case, later 30 dates after receipt) of any Claims identified in this section and of their choice of counsel. The Catholic Mutual Parties' defense of any Claims shall have no effect on the obligations of the Trust or the Reorganized Diocese, as applicable, to indemnify the Catholic Mutual Parties for such Claims, as set forth in this section. The Trust or Reorganized Diocese, as applicable, is not obligated to indemnify the Catholic Mutual Parties for Claims that are or may be made against the Catholic Mutual Parties by other insurers. The obligation of the Trust or Reorganized Diocese, as applicable, to indemnify the Catholic Mutual Parties under this Section 6.6 shall not exceed the Catholic Mutual Contribution set forth herein. Subject to the limitations above concerning the maximum amounts the indemnifying party must pay, the Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by the Catholic Mutual Parties in defending such Claims (other than Unknown Abuse Claims), and the Reorganized Diocese shall reimburse all reasonable and necessary attorney's fees, expenses, costs and amounts incurred by the Catholic Mutual Parties in defending Unknown Abuse Claims. In defense of any such Claims, the Catholic Mutual Parties 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.

(c) Waiver/Consent/Fees

i. In consideration of the releases and Channeling Injunction, the Supplemental Carrier Injunction, and other covenants set forth herein, subject to the occurrence of the Effective Date, each of the Diocese Parties irrevocably and unconditionally, without limitation, releases, acquit, forever discharge, and waive any Claims and/or Interests they have or might have now or in the future against the other Participating Parties and the Reorganized Diocese with respect to any and all Related Insurance Claims, any contribution, subrogation, indemnification, or other similar Claim arising from or relating to Abuse Claims, and any Catholic Mutual Certificates.

ii. In consideration of the releases and Channeling Injunction and other covenants set forth herein, subject to the occurrence of the Effective Date, each of the Catholic Entities irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests they have or might have now or in the future against the other Participating Parties and the Reorganized Diocese with respect to any and all Related Insurance Claims, any contribution and indemnity Claims arising from or relating to Abuse Claims, and any Catholic Mutual Certificates; and.

iii. In consideration of the releases and Channeling Injunction and other covenants set forth herein, subject to the occurrence of the Effective Date, each of the Other Insured Entities irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests they have or might have now or in the future against the other Participating Parties and the Reorganized Diocese in connection with the Catholic Mutual Certificates with respect to any and all Related Insurance Claims, and any contribution and indemnity Claims arising from or relating to Abuse Claims; and

iv. Nothing in this Plan shall be construed to bar either (a) a Claim based on Abuse against a Person who is not a Participating Party 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 the Catholic Mutual Certificates.

6.7. Rights Under Catholic Mutual Settlement Agreement.

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

6.8. Timing.

The injunctions, releases, and discharges to which Catholic Mutual is entitled pursuant to such Catholic Mutual Settlement Agreement, the Plan, the Confirmation Order, the Approval Order, and the Bankruptcy Code shall become effective pursuant to the terms of such Catholic Mutual Settlement Agreement.

ARTICLE VII
ESTIMATIONS/ASSESSMENTS

7.1. Estimations/Assessments are not Binding. Estimations of Class Abuse Claims for purposes of voting, and the determination of qualification, assignment of points, and payment of Distributions of Abuse Claims under the Trust Distribution Plan:

(a) shall not (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, Participating Parties or Abuse Claimants in all other contexts or forums;

(b) shall not be deemed to constitute a determination of liability of any Person.

Neither the Abuse Claims Reviewer's review of an Abuse 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 Participating Parties or any other Person.

Each Abuse Claim will be assessed by the Abuse Claims Reviewer in accordance with the Trust Distribution Plan to determine whether the Claimant is entitled to a Trust Distribution. The Participating Parties shall reasonably cooperate with the Abuse Claims Reviewer and the Trustee in connection with any inquiries by either in the administration of the Trust Distribution Plan.

ARTICLE VIII
INSURANCE POLICIES

8.1. Continuation of Non-Abuse Insurance Coverage. The Plan shall not affect the Preserved Coverage under the Catholic Mutual Certificates (other than the Sold Certificates and as amended by the Catholic Mutual Settlement Agreement) and any Other Insurance Policies issued by any other Person, which shall either be deemed assumed by the Reorganized Diocese pursuant to sections 365, 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code, to the extent such Other Insurance Policy or certificate is or was an Executory Contract of the Diocese, or continued in accordance with its terms pursuant to Section 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Other Insurance Policy or certificate is not an Executory Contract of the Diocese, such that each of the parties' contractual, legal, and equitable rights under each such Other Insurance Policy shall remain unaltered. To the extent that any or all such Other Insurance Policies and certificates are considered to be Executory Contracts, then the Plan shall constitute a motion to assume such Other Insurance Policies in connection with the Plan. Subject to the occurrence of the Effective Date, the Confirmation Order shall approve such assumption pursuant to sections 365(a), 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interest of the Diocese, the Estate, and all parties in interest in this Chapter 11 Case. Unless otherwise determined by the Bankruptcy Court pursuant to an order which becomes a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Diocese existing as of the Effective Date with respect to any Other Insurance Policy or certificate. The Diocese reserves the right to seek rejection of any Other Insurance Policy or certificate or other available relief prior to the Effective Date.

8.2. D&O / E&O Insurance Policies. No prepaid D&O / E&O Insurance Policy shall be cancelled, and the Diocese's directors, officers, and employees who have valid claims against the D&O / E&O Insurance Policies for indemnification, defense, reimbursement, or limitation of liability may be paid from the D&O / E&O Insurance Policies to the extent of the coverage provided by the D&O / E&O Insurance Policies. As such, and notwithstanding anything in the Plan to the contrary, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, the D&O / E&O Insurance Policies, to the extent the contract providing for such is determined to be an Executory Contract, shall be deemed assumed by the Diocese and retained by the Reorganized Diocese.

ARTICLE IX
PROCEDURES FOR GENERAL CLAIMS ADMINISTRATION

9.1. Reservation of Rights to Object to Non-Abuse 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 Diocese or the Trustee, as applicable, shall be deemed to have a reservation of any and all rights, Interests, and objections of the Diocese or the Estate to any and all Claims and motions or requests for the payment of or on account of Claims, whether administrative expense, priority, secured, or unsecured, including any and all rights, Interests and objections to the validity or amount of any and all alleged Claims, Liens, and Interests, whether under the Bankruptcy Code, other applicable law, or contract. The failure to object to any Claim in this Chapter 11 Case shall be without

prejudice to the Reorganized Diocese's or the Trustee's rights, as applicable, to contest or otherwise defend against such Claim in the Bankruptcy Court as set forth in this Section when and if such Claim is sought to be enforced by the Holder of such Claim.

9.2. Objections to Non-Abuse Claims. Prior to the Effective Date, the Diocese shall have the authority to pursue any objection to the allowance of any Claims that are not Abuse Claim. From and after the Effective Date, the Reorganized Diocese will retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving and making Distributions, if any, with respect to Claims that are not Abuse Claims including, but not limited to, the validity or amount of any and all alleged Administrative Expense Claims or priority tax Claims, and those Claims that are subject to objection by the Diocese as of the Effective Date; provided, however, that nothing in this Section 9.2 shall affect the right of any party-in-interest (including the Reorganized Diocese and the Trustee) to object to any non-Abuse Claim to the extent such objection is otherwise permitted by the Bankruptcy Code, the Bankruptcy Rules, and this Plan. Further, nothing in this Section 9.2 shall prohibit the Reorganized Diocese from objecting to or establishing procedures for the allowance or treatment of Claims that are not Abuse Claims. Unless otherwise provided in the Plan or by order of the Bankruptcy Court, any objections by the Reorganized Diocese or the Trustee to non-Abuse Claims will be filed and served not later than one hundred and twenty (120) days after the later of: (i) the Effective Date, or (ii) the date such Claim is filed. Such deadline or any Bankruptcy Court approved extension thereof, may be extended upon request by the Reorganized Diocese or the Trustee by filing a motion without any requirement to provide notice to any Person, based upon a reasonable exercise of the Reorganized Diocese's or the Trustee's business judgment. A motion seeking to extend the deadline to object to any Claim shall not be deemed an amendment to the Plan. Any Claim objections arising solely under section 502(d) of the Bankruptcy Code are not subject to the 120-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 Diocese or Trustee 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.

9.3. Determination of Claims. From and after the Effective Date, any Claim that is not an Abuse Claim, and as to which a Proof of Claim or motion or request for payment was timely filed in this Chapter 11 Case, or deemed timely filed by order of the Bankruptcy Court, may be determined and (so long as such determination has not been stayed, reversed, or amended, as to which determination (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired, (and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending)), liquidated pursuant to: (i) an order of the Bankruptcy Court; (ii) applicable bankruptcy law; (iii) agreement of the parties without the need for Bankruptcy Court approval; (iv) applicable non-bankruptcy law; or (v) the lack of (a) an objection to such Claim, (b) an application to equitably subordinate such Claim, and (c) an application to otherwise limit recovery with respect to such Claim, filed by the Diocese, the Reorganized Diocese, or any other party in interest on or prior to any applicable deadline for filing such objection or application with respect to such Claim. Any such Claim so determined and liquidated shall be deemed to be an

Allowed Claim for such liquidated amount and shall be satisfied in accordance with the Plan. Nothing contained in this Section shall constitute or be deemed a waiver of any Claims, rights, Interests, or Causes of Action that the Diocese, the Reorganized Diocese or the Trust may have against any Person in connection with or arising out of any Claim or Claims, including any rights under 28 U.S.C. § 157.

9.4. No Distributions Pending Allowance. Notwithstanding any other provisions hereof, no payments or Distributions will be made with respect to a Disputed Claim, or any portion thereof, unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by an order which has become a Final Order, and the Disputed Claim has become an allowed Claim.

9.5. Claim Estimation. To effectuate Distributions pursuant to the Plan and avoid undue delay in the administration of the Chapter 11 Case, with respect to Disputed Claims, the Diocese (if prior to the Effective Date) and the Reorganized Diocese or the Trustee (on and after the Effective Date), after notice and a hearing (which notice may be limited to the Holder of such Disputed Claim), shall have the right to seek an order of the Bankruptcy Court or the District Court, pursuant to Section 502(c) of the Bankruptcy Code, estimating or limiting the amount of: (i) property that must be withheld from or reserved for Distribution purposes on account of such Disputed Claim(s), (ii) such Claim for allowance or disallowance purposes, or (iii) such Claim for any other purpose permitted under the Bankruptcy Code provided, however, that the Bankruptcy Court or the District Court, as applicable, shall determine: (y) whether such Claims are subject to estimation pursuant to Section 502(c) of the Bankruptcy Code, and (z) the timing and procedures for such estimation proceedings, if any, such matters being beyond the scope of the Plan. If any estimate constitutes the maximum amount to be withheld or reserved on for a certain Claim, the Diocese (if prior to the Effective Date) and the Reorganized Diocese or the Trustee (on and after the Effective Date), 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.

ARTICLE X
PROCEDURES GOVERNING GENERAL DISTRIBUTIONS UNDER THE PLAN

10.1. Payment Date. Whenever any payment or Distribution to be made under the Plan shall be due on a day other than a Business Day, such payment or Distribution shall instead be made, without interest, on the immediately following Business Day.

10.2. No Interest on Claims. Unless otherwise specifically provided for in the Plan, the Confirmation Order, or a Participating Party agreement in writing between a Claimant and the Diocese, the Reorganized Diocese, or the Trust, and approved by an order of the Bankruptcy Court, post-petition interest shall not accrue or be paid on any Claim, and claimant shall not be entitled to interest accruing on or after the Petition Date on any Claim. In addition, and without limiting the foregoing or any other provision of the Plan, Confirmation Order, or Trust Agreement, interest shall not accrue on or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final Distribution is made when and if such Disputed Claim becomes an allowed Claim.

10.3. Withholding Taxes. The Reorganized Diocese and the Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions hereunder shall be subject to any such withholding and reporting requirements. As a condition to making any Distribution under the Plan, the Reorganized Diocese and the Trust may require that the Holder of an allowed Claim provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

10.4. Single Recovery. There will be only a single recovery on account of each Allowed Claim. No Holder of an Allowed Claim will be entitled to receive more than payment in full of its Allowed Claim, and each Claim will be administered and treated in the manner provided by the Plan until payment in full of that Allowed Claim.

10.5. Setoff and Recoupment. The Reorganized Diocese or Trustee, as applicable, may, pursuant to sections 553 and/or 558 of the Bankruptcy Code or applicable non-bankruptcy laws, but shall not be required to, set off and/or recoup against any Claim the payments or other Distributions to be made pursuant to this Plan in respect of such Claim, or claims of any nature whatsoever that the Estate or the Trustee may have against the Holder of such Claim; provided, however, that neither the failure to assert such rights of setoff and/or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Trustee or the Reorganized Diocese of any claim that the Estate or the Trustee or Reorganized Diocese may assert against any Holder of an Allowed Claim.

10.6. Undeliverable or Non-Negotiated Distributions and Unclaimed Property. If any Distribution is returned as undeliverable, no further Distributions to the applicable Holder shall be made unless and until the Trustee or the Reorganized Diocese, as applicable, is notified in writing of such Holder's then-current address, at which time the undelivered Distribution shall be made to such Holder without interest or dividends; provided, however, such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the date the Distribution is made. Notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary, all undeliverable Distributions under the Plan that remain unclaimed for one year after attempted Distribution shall indefeasibly revert to the Trust. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed Distributions) shall be automatically discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Checks issued on account of Allowed Claims shall be null and void if not negotiated within ninety calendar days from and after the date of issuance thereof. Requests for reissuance of any check must be made directly and in writing to the Trustee or the Reorganized Diocese, as applicable, by the Holder of the relevant Allowed Claim within the 90-calendar-day period. After such date, Distributions to the Holder of the relevant Allowed Claim (and any Claim for reissuance of the original check) shall be deemed undeliverable as of the date of the original issuance of the check and shall indefeasibly revert to the Trust or the Reorganized Diocese, as applicable, in accordance with the terms hereof, notwithstanding any federal or state escheat laws to the contrary.

ARTICLE XI
EFFECTIVENESS OF THE PLAN

11.1. Conditions Precedent to Effective Date. The Plan shall not become effective unless and until each of the following conditions shall have been satisfied in full in accordance with the provisions specified below:

(a) Entry of Confirmation Order. The Confirmation Order (i) has become a Final Order, (ii) is in form and substance acceptable to the Diocese and Catholic Mutual, and (iii) approves and implements the Channeling Injunction and Supplemental Carrier Injunction set forth in Article XII of this Plan and no stay of the Confirmation Order shall then be in effect;

(b) Plan Documents. The Schedules and Exhibits to the Plan shall have been duly completed by the Diocese and filed with the Bankruptcy Court and all agreements and releases referred to in the Plan 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 Diocese and the Catholic Mutual Parties;

(c) Catholic Mutual Settlement. The Catholic Mutual Settlement Agreement has been duly executed and delivered in form and substance acceptable to the Diocese and Catholic Mutual and the Approval Order in form and substance acceptable to the Diocese and Catholic Mutual has become a Final Order, and no stay of the Approval Order shall then be in effect;

(d) Christian Brothers Oceana Settlement. The Christian Brothers Oceana Settlement Agreement has been duly executed and delivered in form and substance acceptable to the Diocese and Christian Brothers Oceana and the Approval Order in form and substance acceptable to the Diocese and Christian Brothers Oceana has become a Final Order, and no stay of the Approval Order shall then be in effect;

(e) The Trust. The Trust shall have been formed and the Trust Agreement shall have been approved by a Final Order of the Bankruptcy Court;

(f) No Material Alternations. 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 Diocese and Catholic Mutual;

(g) Approvals Obtained. The Diocese shall have obtained any approvals required by or pursuant to the Code of Canon Law;

(h) M&T Secured Claim. The amended Promissory Note and Security Agreement to be evidencing the treatment of the M&T Secured Claim has been executed;

(i) Contributions. The Contributions (other than proceeds of real property to be sold by the Diocese or MSJ pursuant to the Plan, but not yet sold) shall have been received by the Trust. At the election of the Trustee, the Diocese, Parish Parties, and MSJ, as applicable, shall transfer title to such unsold real estate to the Trust, to be sold by the Trustee to fund the Trust.

11.2. Notice of Effective Date. The Diocese shall file a Notice of Effective Date with the Bankruptcy Court within five (5) Business Days after the occurrence of the Effective Date. Such notice will include all relevant deadlines put into effect by the occurrence of the Effective Date.

11.3. 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: (i) constitute a waiver or release of any Claims by or against the Participating Parties or the Reorganized Diocese; (ii) prejudice in any manner the rights of the Participating Parties, the Trust or the or the Reorganized Diocese; or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Participating Parties or the Reorganized Diocese in any respect, including but not limited to, in any proceeding or case against the Diocese; or (iv) be admissible in any action, proceeding or case against the Participating Parties or the Reorganized Diocese in any court or other forum.

11.4. Waiver of Conditions. Each of the conditions set forth in Section 11.1 of this Plan may be waived in whole or in part with the express written consent of each of the Diocese and the Participating Parties, in their respective sole discretion, without notice to or leave or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

11.5. Vacatur of Confirmation Order. If the Confirmation Order is vacated, which shall occur automatically upon failure of the Effective Date: (a) this Plan shall be null and void in all respects; (b) any settlement of Claims or Interests provided for hereby shall be null and void without further order of the Bankruptcy Court; and (c) the time within which the Diocese may assume and assign or reject all Executory Contracts and Unexpired Leases shall be extended for a period of 120 days after the date the Confirmation Order is vacated.

ARTICLE XII

EFFECTS OF CONFIRMATION

12.1. Effectuation of the Plan. Upon the Effective Date, all matters provided under the Plan shall be deemed to be authorized and approved without the requirement of further approval from the Bankruptcy Court or the Diocese. The Diocese and/or Reorganized Diocese shall be authorized, without further application to or order of the Bankruptcy Court, to take whatever action necessary to achieve consummation and carry out the Plan and to effectuate the transactions provided for thereunder.

12.2. Binding Effect. Except as otherwise expressly provided in the Plan, on and after the Effective Date, the Plan shall bind all Holders of Claims and Interests, each such Holder's respective successors and assigns, and all other Persons that are affected in any manner by the Plan, regardless of whether the Claim or Interest of such Holder is Impaired under the Plan and whether such Holder has accepted the Plan. Subject to the terms of the Plan, upon the Effective Date, every Holder of a Claim or Interest shall be precluded and permanently enjoined from asserting against the Diocese and/or Reorganized Diocese any Claim based on any document, instrument, judgment, award, order, act, omission, transaction or other activity of any kind or nature that occurred before the Petition Date. 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.

12.3. Dissolution of Committee. On the Effective Date, the Committee shall dissolve automatically, whereupon their members, Professionals and agents shall be released from any further duties and responsibilities in this Chapter 11 Case and under the Bankruptcy Code, except that such parties shall continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), and protective orders entered during this Chapter 11 Case, including any orders regarding confidentiality issued by the Bankruptcy Court or mediator, which shall remain in full force and effect according to their terms, provided that such parties shall continue to have a right to be heard with respect to any and all applications for Professional Fee Claims.

12.4. Discharge and Injunction. 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 Diocese or any of its assets or properties.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date, pursuant to Section 1141(d) of the Bankruptcy Code, the Diocese shall be discharged from any and all Claims that arose prior to the Effective Date, including all Abuse Claims and Related Insurance Claims, and including Interests, if any, on any of the foregoing, regardless of whether it is alleged to have accrued before or after the Petition Date (each, a “Discharged Claim”). All Persons who have held or asserted, hold or assert, or may in the future hold or assert a Discharged Claim shall be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Discharged Claim, including: (i) commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Discharged Claim against the Diocese, the Reorganized Diocese, or property of the Reorganized Diocese; (ii) seeking the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Diocese, the Reorganized Diocese, or property of the Reorganized Diocese, with respect to any Discharged Claim; (iii) creating, perfecting, or enforcing any encumbrance or Lien of any kind against the Diocese, the Reorganized Diocese, or property of the Reorganized Diocese with respect to any Discharged Claim; (iv) asserting any setoff right of contribution, indemnity, subrogation, or recoupment of any kind against any obligation due to the Reorganized Diocese with respect to any Discharged Claim; and (v) taking any action, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the Plan. In the event any Person takes any action that is prohibited by, or is otherwise inconsistent with, the provisions of this injunction, the Plan or Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Person is asserted will automatically be transferred to the Bankruptcy Court or the District Court for enforcement of the Plan. In a successful action to enforce the injunctive provisions of this Section 12.4 in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys’ fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

12.5. Channeling Injunction Preventing Prosecution of Channeled Claims against Participating Parties and their Property.

In consideration of the undertakings of the Participating Parties under the Plan, their contributions to the Trust, Catholic Mutual's purchase of the Sold Certificates free and clear of all Claims and Interests pursuant to sections 363(f) and 1123 of the Bankruptcy Code, and other consideration, and pursuant to their respective settlements with the Diocese, and to further preserve and promote the agreements between and among the Participating Parties, 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 as established under the Plan and the Trust Agreement as the sole and exclusive remedy for all Holders of Channeled Claims; and

(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 Participating Parties, 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 Participating Parties or against the property of any of the Participating Parties;

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

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

(iv) asserting, implementing, or effectuating any Channeled Claim of any kind against:

1. any obligation due any of the Participating Parties;

2. any of the Participating Parties; or
 3. the property of any of the Participating Parties.
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and
- (vi) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Participating Parties or the property of the Participating Parties.

This 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 as provided in this Section 12.5 shall inure to the benefit of the Participating Parties. In a successful action to enforce the injunctive provisions of this Section 12.5 in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

12.6. Permanent Injunction Against Prosecution of Released and Channeled Claims.

Except as otherwise expressly provided in this Plan, for the consideration described herein, all Persons who have held, hold, or may hold Channeled Claims or Claims against the Diocese Parties or the Participating Parties, whether known or unknown, will be permanently enjoined on and after the Effective Date from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Abuse Claim or any Unknown Abuse Claims against the Participating Parties or the property of the Participating Parties with respect to any Claim or Channeled Claim; (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Participating Parties or the property of the Participating Parties, with respect to any Claim or Channeled Claim; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Participating Parties or the property of the Participating Parties with respect to any Claim or Channeled Claim; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Participating Parties with respect to any Claim or Channeled Claim; and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of this Plan or any documents relating to the Plan, including, the Trust Agreement. The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation.

12.7. Supplemental Carrier Injunction. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of Catholic Mutual pursuant to the Catholic Mutual Settlement Agreement, including Catholic Mutual's purchase of the Sold Certificates free and clear of all Claims and Interests pursuant to sections 363(f) and

1123 of the Bankruptcy Code, any and all Persons who have held, now hold, or who may in the future hold any Claim or Interest against any of the Participating Parties or their property (including all debt Holders, all equity Holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Abuse Claimants, other insurers, perpetrators and all others holding Interests of any kind or nature whatsoever) relating to: (i) any and all Sold Certificates, or (ii) any and all Abuse Claims, or (iii) any and all Direct Action Claims, or (iv) any and all other Claims relating to the payment of any of the Claims identified in clauses (i), (ii) and (iii), including Related Insurance Claims and Medicare Claims which, directly or indirectly, relate to any and all Sold Certificates or any Abuse Claims that are covered or may be covered under the Catholic Mutual Certificates, or (v) any Released Catholic Mutual 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 Catholic Mutual Parties or the Catholic Mutual Certificates, including:

(a) commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Catholic Mutual Parties or the property of the Catholic Mutual Parties;

(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 Catholic Mutual Parties or the property of the Catholic Mutual Parties;

(c) creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Catholic Mutual Parties or the property of the Catholic Mutual Parties;

(d) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Catholic Mutual Parties or the property of the Catholic Mutual Parties; 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 Carrier 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 as provided in this Section 12.7 shall inure to the benefit of the Catholic Mutual Parties. In a successful action to enforce the injunctive provisions of this Section 12.7 in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

The Supplemental Carrier Injunction will be effective with respect to the Catholic Mutual Parties only as of the date that the Trust receives the Catholic Mutual Contribution pursuant to the terms of the Catholic Mutual Settlement Agreement. The Supplemental Carrier Injunction bars the above-referenced actions against the Catholic Mutual Parties, but against no other Person or thing; provided, however, nothing in this Supplemental

Carrier Injunction shall limit, or be deemed or otherwise interpreted to limit, the scope of the discharge or Channeling Injunction in favor of the Participating Parties or to limit the Preserved Coverage. The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation.

12.8. 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.

12.9. Permanent Injunctions. 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 Participating Party that has purchased its policies of insurance or certificates of insurance, free and clear of all liens, 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. The injunctions and releases contained in the Plan shall control notwithstanding any other provision in the Plan or in any other settlement agreement with any other Insurer.

12.10. Diocese Parties Waiver and Release of Claims. Except as otherwise expressly provided in this Plan or the Confirmation order, and to the fullest extent authorized by applicable law, in consideration of any payments to be made by the Participating Parties and other consideration provided by the Participating Parties, upon payment by the Participating Parties of their respective Contributions, the Diocese Parties irrevocably and unconditionally, without limitation, release, acquit, forever discharge, and waive any Interests and Claims they have or might have now or in the future (a) under the Catholic Mutual Certificates against the Catholic Mutual Parties with respect to any Abuse Claim; and (b) against the Catholic Entities and Other Insured Entities with respect to any Channeled Claim. The foregoing shall not operate to waive or release any Claims of the Diocese or its Chapter 11 estate against a Participating Party arising under any contractual obligation owed to the Diocese that is entered into or assumed pursuant to the plan.

12.11. Participating Party Injunction Defense Costs. The Trust will indemnify any Participating Party for all reasonable attorneys' fees and costs (pre-approved by the Trust) incurred by such Participating Party in upholding, defending, or enforcing the protection of the Channeling Injunction and Supplemental Carrier Injunction, except as to Covered Non-Abuse Claims.

12.12. Exculpation; Limitation; 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, Cause of Action or liability to any other Exculpated Party, to any Holder of a Claim, or to any other party in interest, for any act or omission that occurred during and in connection with this Chapter 11 Case or in connection with the preparation and Filing of this Chapter 11 Case, the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, and the administration of the Plan or the property to be distributed under the Plan, except for Claims, Causes of Action or liabilities 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 Diocese and their respective officers, board and committee members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Section 1125(e) of the Bankruptcy Code and the Channeling Injunction.

12.13. Injunctions Related to Exculpation.

Except as expressly provided in this Plan or the Confirmation Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or Cause of Action, or right to assert damages of any nature whatsoever, of the types described in Section 12.12 of this Plan relating to the Diocese, the Reorganized Diocese, or any of their respective assets and property and/or the Estate, the Chapter 11 Case, this Plan, the Plan Supplement, and/or the Disclosure Statement, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred, and enjoined from taking any of the following actions against any Exculpated Party or its property on account of such exculpated or released liabilities, whether directly or indirectly, derivatively or otherwise: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding (including, without limitation, any judicial, arbitral, administrative, or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged or released under this Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration, or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of this Plan or the Confirmation Order.

12.14. Survival of Indemnification and Exculpation Obligations. The obligations of the Diocese to indemnify and exculpate any past and present directors, officers, agents, employees, and representatives who provided services to the Diocese as of or after the Petition Date, pursuant to certificates or articles of incorporation, by-laws, contracts, and/or applicable statutes, in respect of all actions, suits, and proceedings against any of such officers, directors, agents, employees, and representatives, based upon any act or omission related to service with, for or on behalf of the Diocese, shall not be discharged or impaired by Confirmation or consummation of this Plan and shall be assumed by the Trust; provided, however, that none of the Diocese, the Reorganized Diocese, or the Trust shall have any indemnification or exculpation obligation to any Perpetrator or Credibly Accused Clergy, or any Entity which is determined in a Final Order of a Court of competent jurisdiction to have participated in, or aided and abetted, Abuse activity undertaken by any Perpetrator or any Credibly Accused Clergy. For the avoidance of doubt, this Section 12.4 affects only the obligations of the Diocese and Trust with respect to any indemnity or exculpation owed to or for the benefit of past and present directors, officers, agents, employees, and representatives of the Diocese, and shall have no effect on nor in any way discharge or reduce, in whole or in part, any obligation of any other Entity, including any provider of director and officer

insurance, owed to or for the benefit of such past and present directors, officers, agents, employees, and representatives of the Diocese.

12.15. Term of Bankruptcy Injunction or Stays. All injunctions or stays provided for in the Chapter 11 Case prior to the Confirmation Date under section 105 or section 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

12.16. Cancellation of Instruments. On the Effective Date, all instruments evidencing or creating any indebtedness or obligation of the Diocese, 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.

12.17. Timing. The injunctions, releases, and discharges to which any Participating Party is entitled pursuant to the Plan, the Confirmation Order, and the Bankruptcy Code shall only become effective when the Trust receives payment in full from the corresponding Participating Party pursuant to the terms of this Plan, and the other Conditions Precedent to the Effective Date are met.

12.18. Title to and Vesting of Assets. All property of the Diocese 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 Diocese and the Estate, including Retained Claims, shall vest in the Reorganized Diocese 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 Diocese 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 Diocese may pursue any Retained Claims at the discretion of the Reorganized Diocese and will retain the proceeds thereof, if any.

12.19. No Violating Actions. 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 this Article XIII of the Plan shall be dismissed with prejudice, within twenty-one (21) days of the Effective Date of the Plan.

12.20. No Bar on Certain Claims. Notwithstanding the foregoing, nothing in this Section 12.20 shall be construed to bar either (a) a Claim based on Abuse against a Person who is not a Participating Party or Reorganized Diocese, or (b) a Claim by such Person for coverage in connection with a Claim described in the foregoing clause or (c) under an insurance policy or certificate or binder other than the Catholic Mutual Certificates.

ARTICLE XIII
INCORPORATION OF CHILD PROTECTION PROTOCOLS

13.1. Child Protection Protocols. The Child Protection Protocols attached as Exhibit 3 to the Plan Supplement shall be provided in the Plan Supplement and are incorporated into the Plan.

ARTICLE XIV
THE REORGANIZED DIOCESE

14.1. Continued Corporate Existence. The Diocese will, as the Reorganized Diocese, continue to exist after the Effective Date as a separate entity in accordance with applicable law having tax-exempt status under 26 U.S.C. § 501(c)(3) under applicable state and local law and without prejudice to any right to alter or terminate such existence under applicable state law, except as such rights may be limited and conditioned by the Plan and the documents and instruments executed and delivered in connection therewith.

14.2. Vesting of Assets. In accordance with sections 1141 and 1123(a)(5) of the Bankruptcy Code, and except as otherwise provided in the Plan or the Confirmation Order, all property, assets and Interests of the Diocese, other than the Trust Assets, shall vest in the Reorganized Diocese (or such other entity or entities specified by the Diocese in the Plan Supplement, and subject to approval by the Bankruptcy Court at the confirmation hearing) on the Effective Date free and clear of all Liens, Claims, and Interests of creditors, including successor liability Claims. On and after the Effective Date, the Reorganized Diocese may operate and manage its affairs and may use, acquire, and dispose of property without notice to any Person, and without supervision or approval by the Bankruptcy Court and free of any restrictions imposed by the Bankruptcy Code, Bankruptcy Rules, or the Bankruptcy Court, other than those restrictions expressly imposed by the Plan or the Confirmation Order.

14.3. Identity of Officers of Reorganized Diocese. In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the Persons proposed to serve as the corporate Members of the Reorganized Diocese and the Persons proposed to serve as directors and officers of the Reorganized Diocese on and after the Confirmation Date are set forth on Schedule 7 to the Plan Supplement.

14.4. Further Authorization. The Reorganized Diocese shall be entitled to seek such orders, judgments, injunctions, rulings, and other assistance as it deems necessary to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.1. Retention of Jurisdiction.

(a) By the Bankruptcy Court. Pursuant to sections 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. §§ 1334 and 157, on and after the Effective Date, the Bankruptcy Court shall retain: (i) original and exclusive jurisdiction over this Chapter 11 Case,

(ii) original, but not exclusive, jurisdiction to hear and determine all core proceedings arising under the Bankruptcy Code or arising in this Chapter 11 Case, and (iii) original, but not exclusive, jurisdiction to hear and make proposed findings of fact and conclusions of law in any non-core proceedings related to this 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:

- (1) over disputes concerning the ownership of Claims;
- (2) over disputes concerning the Distribution or retention of assets under the Plan;
- (3) over objections to Claims, motions to allow Late-Filed Abuse Claims, and motions to estimate Claims;
- (4) over proceedings to determine the extent, validity, or priority of any Lien asserted against property of the Diocese, the Estate, or Trust, or property abandoned or transferred by the Diocese, the Estate, or the Trust;
- (5) over motions to approve settlement agreements entered into after the Effective Date by the Trustee;
- (6) 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;
- (7) the removal of the Trustee and the appointment of a successor Trustee;
- (8) over matters relating to the subordination of Claims;
- (9) 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;
- (10) 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;
- (11) 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 Catholic Mutual Settlement;

- (12) over disputes arising from or relating to the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;
- (13) over requests for allowance of payment of Claims entitled to priority under sections 507(a)(2) and 503(b)(9) of the Bankruptcy Code and any objections thereto;
- (14) over all Fee Applications;
- (15) over matters concerning state, local, or federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (16) over conflicts and disputes among the Trust, the Reorganized Diocese, and Holders of Claims, including Holders of Abuse Claims;
- (17) over disputes concerning the existence, nature, or scope of the Diocese's 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;
- (18) 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 Diocese or its property, the Reorganized Diocese or its property, the Estate or its property, the Trust or its property, Trustee, the Professionals, or the Confirmation Order;
- (19) to enter a Final Decree closing the Chapter 11 Case;
- (20) to enforce all orders previously entered by the Bankruptcy Court; and
- (21) over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to this Chapter 11 Case or the Plan.

(b) 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 United States District Court for the District of Connecticut shall retain original, but not exclusive, jurisdiction to hear and determine all matters arising under the Bankruptcy Code or arising in or related to this Chapter 11 Case.

(c) Actions to Collect Amounts Owed Pursuant to the Plan. Notwithstanding anything to the contrary in this Section 15.1, the Diocese, the Reorganized Diocese and the Trustee may, but are not required to, commence an Action to collect amounts owed pursuant to the Plan for any settlements embodied 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.

(d) Case Closure. The existence and continued operation of the Trust shall not prevent the Bankruptcy Court from closing this 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 will be paid by the Trustee from the Trust Assets in accordance with an order of the Bankruptcy Court.

15.2. Rejection Claims.

(a) Assumed Contracts and Unexpired Leases. The Diocese shall assume those Executory Contracts and Unexpired Leases set forth in Schedule 5 attached to the Plan Supplement. All other Executory Contracts and Unexpired Leases shall be and are hereby rejected. If such counterparty to the proposed Executory Contracts and Unexpired Leases to be assumed under this Plan disagrees with the cure amount set forth in Schedule 5 to the Plan Supplement, the party must file an objection with the Bankruptcy Court not later than (7) days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute a finding by the Bankruptcy Court that (i) each such assumption is in the best interest of the Diocese and its Estate, (ii) the requirements of section 365(b)(1) of the Bankruptcy Code are deemed satisfied, and (iii) the assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether money or nonmonetary, as of the Effective Date.

(b) Rejection by the Plan. Holders of Claims, as a result of the rejection of an Executory Contract or Unexpired Lease by the terms of the Plan, shall file a Proof of Claim for rejection damages no later than thirty (30) days after the Effective Date. If any Holder of a Claim based on the rejection of an Executory Contract or Unexpired Lease by the terms of the Plan fails to file a Proof of Claim by the time prescribed in this Section 15.2, such Claim shall be disallowed in its entirety.

(c) Rejection by Means Other than by the Plan. Holders of Claims as a result of the rejection of an Executory Contract or Unexpired Lease, other than by the terms of this Plan, shall follow the procedures for filing a claim previously set forth in such order authorizing rejection, failing which such Claim shall be disallowed in its entirety.

15.3. Indemnification of Members, Managers, Officers and Employees. The obligation of the Diocese to indemnify any individual serving at any time on or prior to the Effective Date, as one of its officers, employees, council members, or volunteers by reason of such individual's service in such capacity, to the extent provided in any of the Diocese's constituent documents or by a written agreement with the Diocese or under the laws of the State of Connecticut pertaining to the Diocese, will be deemed and treated as Executory Contracts that are assumed by the Reorganized Diocese, pursuant to the Plan and section 365 of the Bankruptcy Code as of the Effective Date. Notwithstanding the foregoing, under no circumstances will the Diocese, the Trust, or the Reorganized Diocese assume or be

responsible for any alleged indemnification of any Person against whom the Diocese has determined or may, in the future, determine, that there are credible allegations of Abuse asserted against such Person or such Person has or may have engaged in some other conduct that would excuse the Reorganized Diocese from providing any indemnification to such Person.

15.4. Defense and Indemnity by Reorganized Diocese. After the Effective Date, the Reorganized Diocese will defend and indemnify the Catholic Mutual Parties and any Covered Entity with respect to any Covered Non-Abuse Claim and will defend and indemnify the Catholic Mutual Parties with respect to all Channeled Claims other than Claims under the Preserved Coverage. As to any Claim against the Trust that qualifies as a Covered Non-Abuse Claim, the Reorganized Diocese will also undertake on behalf of the Trust the enforcement of the injunctions set forth in this Plan, will defend the Covered Non-Abuse Claim, and, if judgment is entered on such Claim, will indemnify the Trust for any liability for such Claim. Nothing in this provision or any other Plan provision is intended to suggest that any Person is entitled to obtain a judgment on a Covered Non-Abuse Claim or other Channeled Claim, that such judgment would be covered under any Catholic Mutual Certificates, or that any Person is entitled to seek coverage for such judgment against any Participating Party or Catholic Mutual Parties in violation of the Discharge, Channeling Injunction, or Supplemental Carrier Injunction. For the avoidance of doubt, nothing contained in this Section or the Plan is intended to provide, expand, modify or add coverage for the Diocese or any other Participating Party under any Other Insurance Policy to cover the Diocese's indemnification of any Covered Non-Abuse Claims.

15.5. Reservation of Rights. In accordance with the provisions of this Plan, the Diocese reserves the right to sell property of the Estate or compromise Causes of Action on behalf of the Estate at any time prior to the Effective Date, subject to Bankruptcy Court approval. Notice of any such sale or compromise sought as part of the Plan shall be filed as a Supplemental Plan Document, and approval of such sale or settlement shall be considered at the confirmation hearing or as soon thereafter as is practicable.

15.6. Final Order. Except as otherwise expressly provided in the Plan, any requirement in the Plan for a Final Order may be waived by the Diocese upon written notice to the Bankruptcy Court provided that the Diocese first obtains the consent of all Participating Parties.

15.7. Amendments and Modifications. The Diocese 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 Diocese 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 any provision of this Plan to the contrary, the Plan incorporates certain settlement and compromises, and each provision hereof is intended to be an integrated set of provisions that implement and supplement the settlements and compromises under the Plan that may not be severed, waived, amended, deleted, or otherwise modified without the prior written approval of all of Participating Parties affected by such severance, waiver, amendment, deletion, or modification.

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

15.9. No Waiver. The failure of the Diocese to object to any Claim for purposes of voting shall not be deemed a waiver of the Diocese's, the Reorganized Diocese's, or the Trustee's right to object to such Claim, in whole or in part.

15.10. Non-Severability. 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 Diocese.

15.11. Revocation. The Diocese reserves the right to revoke and withdraw the Plan prior to the Confirmation Date.

15.12. Controlling Documents. In the event and to the extent that any provision of the Plan or Trust Document is inconsistent with any provision of the Disclosure Statement, the provisions of the Plan or Trust Document, as applicable, shall control and take precedence. In the event and to the extent that any provision of any Trust Document (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 a Trust Document, the provisions of the Confirmation Order shall control and take precedence.

15.13. 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 Diocese or the Reorganized Diocese:

Rev. Peter J. Langevin, S.T.B., Ph.L.
Chancellor
Diocese of Norwich
The Chancery
201 Broadway
Norwich, CT 06360
(860)-887-9294 x235

with a copy to

Ice Miller LLP
1500 Broadway, Suite 2900
New York, New York 10036
Attn.: Louis T. DeLucia
Alyson M. Fiedler

Telephone: (212) 835-6312
Email: Louis.DeLucia@icemiller.com
Alyson.Fiedler@icemiller.com

-and-

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
Attn.: Patrick M. Birney
Andrew A. DePeau
Annecca H. Smith
Telephone: (860) 275-8275
Email: pbirney@rc.com
adepeau@rc.com
asmith@rc.com

If to the Committee:

Zeisler & Zeisler, P.C.
10 Middle Street, 15th Floor
Bridgeport, CT 06604
Attn.: Stephen M. Kindseth
Eric Henzy
Telephone: (203)368-4234
Facsimile: (203) 549-0903
E-mail: skindseth@zeislaw.com
ehenzy@zeislaw.com

15.14. Filing of Additional Documents. At any time before substantial consummation, the Diocese, the Trust, or the Reorganized Diocese, 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.

15.15. Powers of Officers. The officers of the Diocese or the Reorganized Diocese, as the case may be, shall have the power to enter into or execute any documents or agreements that they deem reasonable and appropriate to effectuate the terms of the Plan.

15.16. Direction to a Party. On and after the Effective Date, the Trust or the Reorganized Diocese, 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.

15.17. 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 Diocese 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 Diocese or organizational structure of the Diocese 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 Diocese.

15.18. Final Decree. Once the Estate has been fully administered, as referred to in Bankruptcy Rule 3022, the Reorganized Diocese or such other party as the Bankruptcy Court may designate in the Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the Chapter 11 Case.

15.19. 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 Abuse Claims), 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 Abuse Claims.

15.20. 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 Connecticut law, or any other applicable statutory or common law, of contribution, indemnity, reduction, credit, or setoff, arising from the settlement and resolution of the Abuse Claims.

ARTICLE XVI

BANKRUPTCY RULE 9019 REQUEST AND CONFIRMATION REQUEST

16.1. Rule 9019 Request. Pursuant to Bankruptcy Rule 9019 and through the Plan, the Diocese requests approval of all compromises and settlements included in the Plan.

16.2. Confirmation Request. The Diocese requests 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.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

17.1. Effectuating Documents and Further Transactions. Each of the Diocese, the Reorganized Diocese, and the Trustee are authorized to execute, deliver, file, or record such contracts, instruments, certificates, notes, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan.

17.2. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code: (a) the issuance, transfer, or exchange of equity securities under this Plan; (b) the creation of any mortgage, deed of trust, lien, pledge, or other security interest; or (c) the making or delivery of any deed or other instrument of transfer under this Plan, including, without limitation, merger agreements, agreements of consolidation, restructuring, disposition, liquidation, or dissolution, deeds, bills of sale, and transfers of tangible property, specifically including but not limited to transfers made pursuant to any sale order, will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing, or recording fee or other similar tax or governmental assessment in the United States. The Confirmation Order shall direct the appropriate federal, state, or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

17.3. Amendment or Modification of this Plan. Subject to section 1127 of the Bankruptcy Code, the Diocese, with the consent of the Participating Parties, may alter, amend, or modify this Plan or any exhibits thereto at any time prior to or after the Confirmation Date but prior to the substantial consummation of this Plan. Any Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim of such Holder.

17.4. Additional Transactions Authorized Under This Plan. On or after the Effective Date, the Trustee and Reorganized Diocese shall be authorized to take any such actions as may be necessary or appropriate to carry out the provisions of this Plan.

17.5. Comprehensive Settlement of Claims and Controversies. Pursuant to Bankruptcy Rule 9019 and section 1123(b) of the Bankruptcy Code, and in consideration for the classifications, Distributions, releases, and other benefits provided under the Plan, the provisions of the Plan will constitute a good-faith compromise and settlement of all Claims or controversies relating to the rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any Distribution to be made pursuant to the Plan on account of any Allowed Claim or Allowed Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are fair, equitable, and reasonable and are in the best interests of (a) the Diocese and its Estate and its property and (b) Claim and Interest Holders.

17.6. Liability to Governmental Units. Nothing in the Confirmation Order or the Plan discharges, releases, resolves, precludes, exculpates, or enjoins: (a) any liability to any Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Confirmation Date; (c) any police or regulatory liability to a Governmental Unit to the extent of such Entity's liability under non-bankruptcy law on account of its status as the owner or operator of property after the Confirmation Date; or (d) any liability to a Governmental Unit on the part of any Person other than the Diocese or Reorganized Diocese. For the avoidance of doubt, the foregoing shall not limit the scope of discharge of all Claims arising prior to the Effective Date under sections 524 and 1141 of the Bankruptcy Code or limit the Diocese's or Reorganized Diocese's rights under section 525 of the Bankruptcy Code. Nothing in the Confirmation Order or this Plan shall affect any setoff or recoupment rights of any Governmental Unit.

17.7. Closing of Chapter 11 Case; Caption Change. The Trustee shall, promptly after the full administration of the Chapter 11 Case, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Case. Upon the filing of a motion to close the Chapter 11 Case, the Trustee shall file a final report with respect to the Chapter 11 Case.

17.8. Successors and Assigns. This Plan shall be binding upon and inure to the benefit of the Diocese and the Estate and their successors and assigns, including, without limitation, the Reorganized Diocese. The rights, benefits, and obligations of any Entity 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 Entity.

17.9. Non-Consummation. Any proposed settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), any proposed assumption or rejection of Executory Contracts or Unexpired Leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall not become effective until the Effective Date. Until the Effective Date, nothing contained in this Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Diocese or any other Person, or (ii) prejudice in any manner the rights of the Diocese, the reorganized Diocese, Trustee, or any other Person.

17.10. Governing Law. Subject to the provisions of any contract, certificates, or articles of incorporation, by-laws, instruments, releases, or other agreements or documents entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with (a) the Bankruptcy Code, the Bankruptcy Rules, or other federal law to the extent applicable and (b) if none of such law is applicable, the laws of the State of Connecticut, without giving effect to the principles of conflicts of law of such jurisdiction.

17.11. Exhibits. All exhibits to this Plan and Plan Supplement, including the Trust Documents, are incorporated into and are a part of this Plan as if set forth in full herein.

17.12. Filing of Additional Documents. On or before substantial consummation of this Plan, the Diocese shall, as applicable, file such agreements and other documents as may be necessary or appropriate to effectuate and evidence further the terms and conditions of this Plan.

17.13. Headings. Headings are used in this Plan for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

17.14. Plan Documents. The Plan and the Plan Supplement, including all exhibits, supplements, appendices, and schedules thereto (including the Trust Documents), and any modifications to any of the foregoing, shall be in form and substance acceptable to the Diocese and Participating Parties.

17.15. No Admissions. Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed as an admission by any Entity with respect to any matter set forth herein.

17.16. Reservation of Rights. Except as expressly set forth herein, this Plan shall have no force and effect unless the Bankruptcy Court has entered the Confirmation Order. The filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by the Diocese with respect to this Plan shall not be and shall not be deemed to be an admission or waiver of any rights of the Diocese or any other Person with respect to Claims against and Interests in the Diocese.

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[Signature page for Plan of Reorganization]

IN WITNESS WHEREOF, the undersigned has executed this Chapter 11 Plan of Reorganization this **17th** day of January, 2023.

The Norwich Roman Catholic Diocesan Corporation,

/s/ Most Rev. Michael R. Cote, D.D., Bishop
Most Rev. Michael R. Cote, D.D., Bishop

Prepared and submitted by:

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