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Below is an Order of the Court.


ELIZABETH PERRIS
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

<p>In re:</p> <p>ROMAN CATHOLIC ARCHBISHOP OF PORTLAND IN OREGON, AND SUCCESSORS, A CORPORATION SOLE, dba the ARCHDIOCESE OF PORTLAND IN OREGON,</p> <p style="text-align: right;">Debtor.</p>	}	<p>Case No. 04-37154-elp11</p> <p>ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT PLAN OF REORGANIZATION OF DEBTOR, TORT CLAIMANTS COMMITTEE, FUTURE CLAIMANTS REPRESENTATIVE, AND PARISH AND PARISHIONERS COMMITTEE (Dated April 9, 2007) [Docket No. 5005]</p>
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The Third Amended and Restated Joint Plan of Reorganization of Debtor, Tort Claimants Committee, Future Claimants Representative, and Parish and Parishioners Committee (Dated April 9, 2007) [Docket No. 5005] (the "Plan") came before the Court for hearing on April 10, 2007 (the "Confirmation Hearing"). Unless otherwise stated in this order, all initially capitalized terms used herein have the same meanings as in the Plan.

In conjunction with the Confirmation Hearing, the Court considered the (a) pleadings filed by the Proponents, and by Nathan, Paul, and Deborah DuFresne

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1 (“the DuFresnes”), and others (if any), relating to confirmation of the Plan; (b) the
2 statements and arguments of counsel for the Proponents, Key Bank, those Claimants
3 holding Claim Nos. 143 and 311, various organizations associated with Central
4 Catholic, Regis, and Marist high schools, the class representatives in Adversary
5 Proceeding No. 04-03292-elp, the DuFresnes, and various Insurance Companies;
6 (c) the Plan, the Disclosure Statement Regarding the Second Amended and Restated
7 Joint Plan of Reorganization of Debtor, Tort Claimants Committee, Future Claimants
8 Representative, and Parish and Parishioners Committee (Dated February 26, 2007)
9 [Docket No. 4691], the Summary of Acceptances and Rejections filed April 5, 2007
10 [Docket No. 4961], the Motions to Change Votes filed by Key Bank and those Claimants
11 holding Claim Nos. 143 and 311 [Docket Nos. 4970, 4996, and 4999], the Plan
12 Proponents’ Motion to Deem Third Amended Plan Accepted by All Creditors Who
13 Previously Accepted Second Amended Plan [Docket No. 5006]; (d) the evidence offered
14 at the Confirmation Hearing, including certain documents of which the Court agreed to
15 take judicial notice, live witness testimony and exhibits, and offers of proof;
16 (e) Declaration of David A. Foraker filed April 5, 2007 [Docket No. 4967]; and
17 (f) Updated Report of Hamilton Rabinovitz & Alschuler on Estimated Numbers and
18 Amounts of Future Claims filed April 5, 2007 [Docket No. 4965].

19 After the Confirmation Hearing, the Court received a letter [Docket No. 5086]
20 from Ritchard Coultas, the holder of Claim No. 476, informing the Court of his position
21 that his Claim has not been settled. At a status conference held on April 16, 2007, the
22 Proponents proposed that the Plan be modified by reclassifying Claim No. 476 from a
23 Class 7 Claim to a Class 5 General Unsecured Claim. Counsel to the DuFresnes stated
24 on the record that the DuFresnes do not object to such a modification of the Plan. The
25

26 **Page 2 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT
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1 Court finds that such modification of the Plan does not adversely change the treatment
2 of any creditor.

3 Based on the findings of fact and conclusions of law set forth in a separate
4 Memorandum Opinion re Confirmation of the Third Amended and Restated Joint Plan of
5 Reorganization filed April 13, 2007 [Docket No. 5067], it is

6 ORDERED:

7 1. All objections to confirmation of the Plan that have not been withdrawn,
8 waived, or settled are overruled on the merits.

9 2. The Plan, as modified by the amendments described in paragraph 3 of this
10 Order, is confirmed in all respects pursuant to 11 USC § 1129.

11 3. The Plan is amended in the following respects:

12 a. The list of Unresolved Known Tort Claims, which is attached to the
13 Plan as Exhibit "3", is amended by deleting therefrom Claim No. 476 of
14 Ritchard Coultas.

15 b. The definition of "General Unsecured Claim" set forth in Section 1
16 of the Plan is amended by adding thereto the following sentence:

17 "For avoidance of doubt, Claim No. 476 is a General Unsecured Claim."

18 c. Section 9.1 of the Plan is amended to read as follows:

19 "**Discharge**. Except as otherwise expressly provided in this Plan, in the
20 Plan Documents, or in the Confirmation Order, on the Effective Date
21 pursuant to Section 1141(d) of the Bankruptcy Code, the Debtor
22 (including the Archdiocese, the Parishes, and the Schools) and the
23 Reorganized Debtor will be discharged from all liability on any and all
24 Claims and Debts, known or unknown, whether or not giving rise to a
25 right to payment or an equitable remedy, that arose, directly or

26 **Page 3 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT
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1 indirectly, from any action, inaction, event, conduct, circumstance,
2 happening, occurrence, agreement, or obligation of the Debtor
3 (including the Archdiocese, the Parishes, and the Schools), or the
4 Debtor's Representatives before the Confirmation Date, or that
5 otherwise arose before the Confirmation Date, including, without
6 limitation, all interest, if any, on any such Claims and Debts, whether
7 such interest accrued before or after the date of commencement of this
8 Case, and including, without limitation, all Claims and Debts based
9 upon or arising out of Child Abuse or Sexual Misconduct, and from any
10 liability of the kind specified in Sections 502(g), 502(h), and 502(i) of the
11 Bankruptcy Code, whether or not a proof of claim is filed or is deemed
12 filed under Section 501 of the Bankruptcy Code, such Claim is Allowed
13 under this Plan, or the holder of such Claim has accepted this Plan.
14 Notwithstanding the foregoing, (i) nothing herein will impair or release
15 the obligations of any Non-Settling Insurance Company with respect to
16 the Claims; and (ii) obligations arising under any settlement agreement
17 between the Debtor and any Settling Insurance Company approved by
18 the Bankruptcy Court will not be discharged."

19 c. Section 9.3 is amended by adding thereto the following sentence:
20 "Notwithstanding the foregoing, nothing in this Section 9.3 affects the
21 liability, if any, of the Debtor for conduct related to its disclosure or lack
22 of disclosure of information under this Court's Order Expanding Parties
23 to Whom Debtor may Disclose Confidential Proofs of Claim and
24 Protective Order filed November 16, 2005 [Docket No. 2394]."
25

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1 4. Each of the Plan Documents, including but not limited to the following, are
2 approved:

- 3 a. Known Tort Claims Trust Agreement
4 b. Future Claims Plan Documents
5 i. Future Claims Trust Agreement
6 ii. Future Claims Note
7 iii. Irrevocable Standby Letter of Credit (Securing Future Claims
8 Note)
9 c. Allied Irish Banks Credit Facility Documents
10 i. Credit Agreement
11 ii. Promissory Note
12 iii. Security Agreement
13 iv. Account Control Agreement
14 v. Line of Credit Instrument (Trust Deed)
15 vi. Environmental Indemnity Agreement
16 vii. Irrevocable Standby Letter of Credit (same as 4.b.iii above)

17 5. All settlements between the Debtor and a Claimant submitted to the Court
18 for approval, if not previously approved, are hereby approved.

19 6. Except as otherwise provided in the Plan, all transfers of property of the
20 Estate or of the Archdiocese, the Parishes or the Schools that are made pursuant to, in
21 furtherance of, or in connection with the Plan (including the restructuring transactions
22 contemplated by the provisions of Section 7.2 of the Plan) shall be free and clear of all
23 Claims, liens, encumbrances, charges and other interests of Creditors and Claimants
24 provided for by the Plan. Pursuant to 11 USC §1146(c), the issuance, transfer or
25 exchange of any security, or the making, delivery, filing or recording of any instrument of

26 **Page 5 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT
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1 transfer, under, in furtherance of, or in connection with the Plan shall not be taxed under
2 any law imposing a recording tax, stamp tax, transfer tax or similar tax. All filing or
3 recording officers, wherever located and by whomever appointed, are hereby directed to
4 accept for filing or recording, and to file or record upon presentation thereof, all
5 instruments of transfer without payment of any recording tax, stamp tax, transfer tax or
6 similar tax imposed by federal, state, or local law.

7 7. The Plan provides for the following injunction against conduct not
8 otherwise enjoined under Bankruptcy Code, which is being set forth in this Order
9 pursuant to Bankruptcy Rule 3020(c). For purposes of this injunction and this Order,
10 the terms "Settling Insurance Company" and "Settling Insurance Companies" mean and
11 refer to those entities listed on the attached Schedule 1.

12 **"Injunction Against Prosecution of Claims**
13 **Against Settling Insurance Companies**

14 **In consideration of the undertakings of the Settling**
15 **Insurance Companies pursuant to their respective**
16 **settlements with the Debtor, including any of the**
17 **Settling Insurance Companies' purchases of their**
18 **Insurance Policies from the Debtor free and clear of**
19 **Claims and interests pursuant to Section 363(f) of the**
20 **Bankruptcy Code, and to further preserve and promote**
21 **the agreements between the Debtor and the Settling**
22 **Insurance Companies and the protections afforded the**
23 **Settling Insurance Companies thereunder, and pursuant**
24 **to Sections 363 and 105 of the Bankruptcy Code, all**
25 **Persons or Entities which have held or asserted, which**
26 **hold or assert or which may in the future hold or assert**
an Enjoined Claim are hereby 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 Enjoined Claim,
including: (i) commencing or continuing in any manner
any action or other proceeding of any kind with respect
to any Enjoined Claim against any Settling Insurance
Company, its predecessors, successors, and assigns,

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1 or their respective officers and directors, or against the
2 property of any Settling Insurance Company, its
3 predecessors, successors, and assigns, or their
4 respective officers and directors; (ii) enforcing,
5 attaching, collecting or recovering, by any manner or
6 means, from any Settling Insurance Company, its
7 predecessors, successors, and assigns, or their
8 respective officers and directors, or from the property of
9 any Settling Insurance Company, its predecessors,
10 successors, and assigns, or their respective officers
11 and directors, with respect to any such Enjoined Claim,
12 any judgment, award, decree or order against the Debtor
13 or other Person or Entity; (iii) creating, perfecting or
14 enforcing any lien of any kind against any Settling
15 Insurance Company, its predecessors, successors, and
16 assigns, or their respective officers and directors, or the
17 property of any Settling Insurance Company, its
18 predecessors, successors, and assigns, or their
19 respective officers and directors, with respect to any
20 such Enjoined Claim; and (iv) asserting, implementing
21 or effectuating any Enjoined Claim of any kind against
22 (1) any obligation due any Settling Insurance Company,
23 its predecessors, successors, and assigns, or their
24 respective officers and directors, (2) any Settling
25 Insurance Company, its predecessors, successors, and
26 assigns, or their respective officers and directors, or (3)
the property of any Settling Insurance Company, its
predecessors, successors, and assigns, or their
respective officers or directors, with respect to any such
Enjoined Claim.”

8. All injunctions or stays provided for in this Order and in the Plan, the injunctive provisions of 11 USC §§ 524 and 1141, and all injunctions or stays protecting a Settling Insurance Company and its predecessors, successors, and assigns that has purchased its Insurance Policy or Policies from the Debtor in a Section 363 Sale, are permanent and will remain in full force and effect following the Effective Date.

9. Except as otherwise provided in this Order, this Order supersedes any Court order entered prior hereto that may be inconsistent herewith or with the Plan.

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1 10. Except as otherwise expressly provided in the Plan, in the Plan
2 Documents, or in this Order, on the Effective Date, the Debtor (including the
3 Archdiocese, the Parishes, and the Schools) and the Reorganized Debtor will be
4 discharged from all liability on any and all Claims and Debts, known or unknown,
5 whether or not giving rise to a right to payment or an equitable remedy, that arose,
6 directly or indirectly, from any action, inaction, event, conduct, circumstance, happening,
7 occurrence, agreement, or obligation of the Debtor (including the Archdiocese, the
8 Parishes, and the Schools), or the Debtor's Representatives before the Confirmation
9 Date, or that otherwise arose before the Confirmation Date, including, without limitation,
10 all interest, if any, on any such Claims and Debts, whether such interest accrued before
11 or after the date of commencement of this Case, and including, without limitation, all
12 Claims and Debts based upon or arising out of Child Abuse or Sexual Misconduct, and
13 from any liability of the kind specified in 11 USC §§ 502(g), 502(h), and 502(i), whether
14 or not a proof of claim is filed or is deemed filed under 11 USC § 501, such Claim is
15 Allowed under the Plan, or the holder of such Claim has accepted the Plan.
16 Notwithstanding the foregoing, (i) nothing herein will impair or release the obligations of
17 any Non-Settling Insurance Company with respect to the Claims; and (ii) obligations
18 arising under any settlement agreement between the Debtor and any Settling Insurance
19 Company approved by the Bankruptcy Court will not be discharged.

20 11. Any and all executory contracts and unexpired leases of the Debtor
21 (including, without limitation, employee and retiree benefit plans and collective
22 bargaining agreements) assumed pursuant to the Plan shall remain in full force and
23 effect for the benefit of the Reorganized Debtor.

24 12. In accordance with 11 USC § 1142, the Proponents, the Reorganized
25 Debtor, the Future Claims Trustee, the Known Tort Claims Trustee, all other parties in

26 **Page 8 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT
PLAN OF REORGANIZATION OF DEBTOR, TORT CLAIMANTS COMMITTEE,
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1 interest and each entity created or designated pursuant to the Plan are authorized and
2 empowered to take all actions necessary, useful or appropriate to implement, effectuate
3 and consummate the Plan and the transactions contemplated by the Plan and the Plan
4 Documents and to perform their respective obligations thereunder. The Archbishop and
5 those employees and representatives of the Debtor and Reorganized Debtor as the
6 Archbishop may authorize are authorized and empowered to execute and deliver the
7 Plan Documents in substantially the form submitted to the Court for approval, subject to
8 such amendments as may be agreed to by the Proponents or approved by the Court,
9 provided that any such amendments shall be consistent with the Plan.

10 13. Nothing in this Order affects (a) the obligations of Debtor or of the
11 Perpetual Endowment Fund for the Archdiocese of Portland in Oregon to Allied Irish
12 Banks, p.l.c. under the Plan Documents, or (b) any lien or security interest securing
13 such obligations.

14 14. Notwithstanding confirmation of the Plan, except as otherwise specifically
15 set forth in Section 11.1 of the Plan, this Court retains jurisdiction over all matters
16 arising under, arising out of or related to the Case and the Plan pursuant to, and for the
17 purposes of, 11 USC §§ 105(a) and 1142, and for such other purposes as may be
18 necessary or useful to aid in the consummation of the Plan and its implementation. The

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26 **Page 9 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT
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1 District Court shall have and retain exclusive jurisdiction over those matters specifically
2 set forth in Sections 6.4.4 and 6.5.10 of the Plan.

3 # # #

4 PRESENTED BY:

5 SUSSMAN SHANK LLP

6 */s/ Thomas W. Stilley*

7 By _____
8 Thomas W. Stilley, OSB No. 88316
9 Susan S. Ford, OSB No. 84220
10 Howard M. Levine, OSB No. 80073
11 Attorneys for Debtor and Debtor-in-Possession

12 TONKON TORP LLP

13 */s/ Albert N. Kennedy*

14 By _____
15 Albert N. Kennedy, OSB No. 82142
16 Timothy J. Conway, OSB No. 85175
17 Attorneys for Tort Claimants Committee

18 GREENE & MARKLEY, PC

19 */s/ David A. Foraker*

20 By _____
21 David A. Foraker, OSB No. 81228
22 Attorneys for Future Claimants Representative

23 PERKINS COIE LLP

24 *Douglas R. Pahl*

25 By: _____
26 Steven M. Hedberg, OSB No. 84244
27 Douglas R. Pahl, OSB No. 95047
28 Attorneys for Parish and Parishioners Committee

29 APPROVED AS TO FORM:

30 HELLER EHRMAN LLP

31 *Brian D. Hulse*

32 By _____
33 Brian D. Hulse, WSBA No.11860
34 Attorneys for Allied Irish Banks, p.l.c.

35 **Page 10 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT
36 PLAN OF REORGANIZATION OF DEBTOR, TORT CLAIMANTS COMMITTEE,
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Schedule 1

The following entities are Settling Insurance Companies¹:

1. ACE Property and Casualty Insurance Company, formerly known as CIGNA Property and Casualty Insurance Company, formerly known as Aetna Insurance Company, with respect to the following Insurance Policies:

That certain contract of insurance (policy no. CG290700) that Aetna Insurance Company entered into with the Roman Catholic Archbishop of Portland in Oregon, and successors, a corporation sole, d/b/a the Archdiocese of Portland in Oregon (the "Archdiocese") and certain other insureds which was initially to be in effect from July 25, 1971 through July 25, 1974, but which was subsequently cancelled by the Archdiocese effective July 1, 1972 (the "Original Aetna Insurance Company Policy").

Any and all insurance contracts or policies of any kind ever actually or allegedly entered into between the Archdiocese and other insureds, on the one hand, and Aetna Insurance Company, Aetna Fire Underwriters Insurance Company, or Century Indemnity Company, on the other hand, for the period July 25, 1971 to July 1, 1972, including that portion of the Original Aetna Insurance Company Policy during the period July 25, 1971 to July 1, 1972, whether or not listed herein, identified in prior correspondence or pleadings, and whether known or unknown.

2. Centennial Insurance Company, with respect to the following Insurance Policies:

Contracts of general liability insurance between Centennial Insurance Company and the Archdiocese for the periods July 1, 1981 – July 1, 1987, which were: (i) policy number 291-69 65 41 for the policy period 07/01/81-07/01/84; (ii) policy number 287-00 05 83 for the policy period 07/1/84-07/1/87; or all insurance policies, known or unknown, issued or allegedly issued by Centennial Insurance Company to the Archdiocese or under which the Archdiocese or Seller Releasing Parties (as defined in that certain settlement agreement between the Archdiocese and Centennial, approved by the Bankruptcy Court on February 2, 2007, case number 04-37154, docket number 4539) is or may claim to be an insured, named insured, person insured, additional insured, additional person insured, or otherwise entitled to any coverage or benefits under any such insurance policies issued for any policy period between 06/30/81 and 07/02/87.

¹ Capitalized terms used in this schedule and not defined herein shall have the same meaning as in the Plan.

1 3. Employers Surplus Lines Insurance Company, with respect to the following
2 Insurance Policies:

3 Contract of general liability insurance between Employers Surplus Lines
4 Insurance Company and the Archdiocese for the period June 20, 1967 – July 25,
5 1970, which was policy number E511616.

6 Contract of general liability insurance between Employers Surplus Lines
7 Insurance Company and the Archdiocese for the period of July 25, 1970 to July
8 25, 1973, which was policy number E61702, and which was cancelled flat prior to
9 becoming effective.

10 Any and all insurance policies of any kind, known or unknown, ever actually or
11 allegedly entered into between the Employers Surplus Lines Insurance Company
12 and the Archdiocese, whether or not listed herein or identified in prior
13 correspondence or pleadings, between the period June 20, 1967 through July 25,
14 1973.

15 4. Interstate Fire & Casualty Company, who has used the trademark of Interstate
16 Insurance Group, with respect to the following Insurance Policies:

17 Several contracts of general liability insurance between Interstate Fire & Casualty
18 Company, who has used the trademark of Interstate Insurance Group and the
19 Archdiocese for the periods July 1, 1978 – July 1, 1986, which included: (i) policy
20 number 183-152602 for the policy periods 07/01/78-07/01/79 and 07/01/79-
21 07/01/80 (which may also have been numbered 183-152602/1); (ii) policy
22 number 183-152602/1 for the policy period 07/01/80-07/01/81 (which may also
23 have been numbered 183-152602); (iii) policy number 183-152602/2 for the
24 policy period 07/01/81-07/01/82; (iv) policy number 183-152602/3 for the policy
25 period 07/01/82-07/01/83 (which may also have been numbered 83-0169214),
26 (v) policy number 183-169214 for the policy period 07/01/83-07/01/84 (which
may also have been numbered 83-169214), (vi) policy number 183-169214/3 for
the policy period 07/01/84-07/01/85 (which may also have been numbered 83-
169214 or 83-169214/3), (vii) policy number 83-0172319 for the policy period
07/01/85-07/01/86 (which may also have been numbered 183-169214/3 and/or
183-0172319); (viii) policy number 183-0172324 for the policy period 08/06/85-
07/01/86 (which may also have been numbered 83-0172324); (ix) insurance
binder number 2370 for the policy period 08/07/85-01/07/86

Any and all insurance policies of any kind ever actually or allegedly entered into
between the Archdiocese, on one hand, and Interstate Fire & Casualty Company,
who has used the trademark of Interstate Insurance Group, Interstate Indemnity
Corporation, Chicago Insurance Company, and Interstate National Corporation,

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1 who have used the trademark of Interstate Insurance Group, on the other hand, for
2 policy periods up through July 1, 1986, whether or not listed herein, identified in
3 prior correspondence or pleadings, or known or unknown.

4 5. The Names, Underwriters, and syndicates at Lloyd's, London, and all companies
5 doing business in the London Insurance Market as set forth in paragraph A below,
6 which severally subscribed each in his or its share, with respect to the subject insurance
7 policies listed in paragraph B below:

8 A. Names, Underwriters, and syndicates at Lloyd's, London, and all
9 companies doing business in the London Insurance Market:

- 10 1) Certain Underwriters at Lloyd's, London who subscribed severally
11 and not jointly as their interests appear in the policies set forth
12 below.
- 13 2) Excess Ins. Co., Ltd.
- 14 3) Terra Nova Ins. Co., Ltd.
- 15 4) Tenecom, Ltd. (formerly known as Yasuda Fire & Marine Ins. Co.
16 (U.K.) Ltd.)
- 17 5) Sphere Drake Ins. Co., PLC
- 18 6) London & Edinburgh Per Tower
- 19 7) Union America
- 20 8) Stronghold Ins. Co., Ltd.
- 21 9) Dominion Ins. Co., Ltd.
- 22 10) CNA Reinsurance Co. of London, Ltd.
- 23 11) St. Katherine Insurance Co. PLC
- 24 12) Assicurazioni Generali
- 25 13) Turegum Ins. Co., Ltd.
- 14) New London Reinsurance Co., Ltd.
- 15) London & Edinburgh Gen. Ins. Co., Ltd.
- 16) Highlands Ins. Co., Ltd.
- 17) Helvetia Accident Swiss Ins. Co., Ltd.
- 18) National Casualty Ins. Co., Ltd.
- 19) Accident & Casualty Ins. Co.
- 20) National Casualty Co. of America, Ltd.
- 21) Argonaut Northwest Ins. Co.
- 22) Delta-Lloyd Non Life, Ltd.
- 23) Bishopsgate Ins. Co., Ltd.

24 B. Subject insurance policies, including all insurance policies known and
25 unknown subscribed by one or more of the above-listed entities on or
before July 1, 1993:

26 **Page 13 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT
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1 2) PACKAGE POLICIES

	<u>Policy Year</u>	<u>Policy No.</u>
3	July 1, 1972 to July 1, 1973	MO10345/5376
4	July 1, 1973 to July 1, 1974	MO10345/5376
5	July 1, 1974 to July 1, 1975	MO10345/5376
6	July 1, 1975 to July 1, 1976	SL3075/SLC5082
7	July 1, 1976 to July 1, 1977	SL3075/SLC5082
8	July 1, 1977 to July 1, 1978	SL3075/SLC5082
9	July 1, 1978 to July 1, 1979	SL3391/SLC5411
10	July 1, 1979 to July 1, 1980	SL3391/SLC5411
11	July 1, 1980 to July 1, 1981	SL3391/SLC5411
12	July 1, 1981 to July 1, 1982	SL3831/SLC5843
13	July 1, 1982 to July 1, 1983	SL3831/SLC5843
14	July 1, 1983 to July 1, 1984	SL3831/SLC5843
15	July 1, 1984 to July 1, 1985	ISL3232/ICO5080
16	July 1, 1985 to July 1, 1986	ISL3232/ICO5080
17	July 1, 1986 to July 1, 1987	ISL3232/ICO5080
18	July 1, 1986 to July 1, 1987	ISL3541/ICO5378
19	July 1, 1987 to July 1, 1988	ISL3814/ICO5080
20	July 1, 1988 to July 1, 1989	ISL4040/ICO5627
21	July 1, 1989 to July 1, 1990	ISL4305/ICO5885
22	July 1, 1990 to July 1, 1991	ISL4585/ICO6153
23	July 1, 1991 to July 1, 1992	ISL4903/ICO6516
24	July 1, 1992 to July 1, 1993	ISL5277/ICO6952

16 2) DROP DOWN POLICIES

	<u>Policy Year</u>	<u>Policy No.</u>
17	July 1, 1975 to July 1, 1976	SL3059/SLC5066
18	July 1, 1976 to July 1, 1977	SL3059/SLC5066
19	July 1, 1977 to July 1, 1978	SL3059/SLC5066
20	July 1, 1978 to July 1, 1979	SL3392/SLC5412
21	July 1, 1979 to July 1, 1980	SL3392/SLC5412
22	July 1, 1980 to July 1, 1981	SL3392/SLC5412
23	July 1, 1981 to July 1, 1982	SL3832/SLC5844
24	July 1, 1982 to July 1, 1983	SL3832/SLC5844
25	July 1, 1983 to July 1, 1984	SL3832/SLC5844
26	July 1, 1984 to July 1, 1985	ISL3233/ICO5081
	July 1, 1985 to July 1, 1986	ISL3233/ICO5081
	July 1, 1986 to July 1, 1987	ISL3233/ICO5081
	July 1, 1986 to July 1, 1987	ISL3542
	July 1, 1987 to July 1, 1988	ISL3815

26 **Page 14 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT PLAN OF REORGANIZATION OF DEBTOR, TORT CLAIMANTS COMMITTEE, FUTURE CLAIMANTS REPRESENTATIVE, AND PARISH AND PARISHIONERS COMMITTEE (Dated April 9, 2007)**

1	July 1, 1988 to July 1, 1989	ISL4041/ICO5688
2	July 1, 1989 to July 1, 1990	ISL4306/ICO5886
3	July 1, 1990 to July 1, 1991	ISL4586/ICO6154
4	July 1, 1991 to July 1, 1992	ISL4904/ICO6517
	July 1, 1992 to July 1, 1993	ISL4981/ICO6605
	July 1, 1992 to July 1, 1993	ISL5278/ICO6953

3) EXCESS BROADFORM POLICIES

	<u>Policy Year</u>	<u>Policy No.</u>
7	July 1, 1972 to July 1, 1973	MO10368/5396
8	July 1, 1973 to July 1, 1974	MO10368/5396
9	July 1, 1974 to July 1, 1975	MW22327/MC6702
10	July 1, 1975 to July 1, 1976	MW22684
11	July 1, 1976 to July 1, 1977	MW22684
12	July 1, 1977 to July 1, 1978	MW22684
13	July 1, 1978 to July 1, 1979	SL3395/SLC5415
14	July 1, 1979 to July 1, 1980	SL3395/SLC5415
15	July 1, 1980 to July 1, 1981	SL3395/SLC5415
16	July 1, 1981 to July 1, 1982	SL3833/SLC5845
17	July 1, 1982 to July 1, 1983	SL3833/SLC5845
18	July 1, 1983 to July 1, 1984	SL3833/SLC5845
19	July 1, 1984 to July 1, 1985	ISL3234/ICO5082
20	July 1, 1985 to July 1, 1986	ISL3234/ICO5082
21	July 1, 1986 to July 1, 1987	ISL3234/ICO5082
22	July 1, 1986 to July 1, 1987	ISL3543/ICO5380
23	Feb. 10, 1987 to July 1, 1987	ISL3749/ICO5483
24	July 1, 1987 to July 1, 1988	ISL3845

4) EXCESS DROP DOWN POLICIES

	<u>Policy Year</u>	<u>Policy No.</u>
20	July 1, 1991 to July 1, 1992	SL4981/ICO6605

6. Oregon Insurance Guaranty Association, with respect to the following Insurance Policies:

Several contracts of general liability insurance were entered into with the Archdiocese by subsequently liquidated insolvent insurers for the periods July 25, 1970, to July 1, 1978, which were: (i) Mission Insurance Company policy number M 70658 for the policy period July 25, 1970, to July 25, 1973 (cancelled July 1, 1972); and (ii) Midland Insurance Company policy numbers UL - 2600 for

Page 15 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT PLAN OF REORGANIZATION OF DEBTOR, TORT CLAIMANTS COMMITTEE, FUTURE CLAIMANTS REPRESENTATIVE, AND PARISH AND PARISHIONERS COMMITTEE (Dated April 9, 2007)

1 the policy period July 1, 1972, to July 1, 1975, and UL 288232 for the policy
2 period July 1, 1975, to July 1, 1978.

3 7. General Insurance Company of America, Safeco Insurance Company of
4 America, and Safeco Corporation, with respect to the following Insurance Policies:

5 Several contracts of general liability insurance during the years 1956 through
6 1971, which included: (i) a policy with an unknown number for the policy period
7 07/25/58-07/25/61; (ii) policy number BLP 194160 for the policy period 7/25/61-
8 7/25/64; (iii) policy number BLP 245700 for the policy period 07/25/64-07/25/67;
9 (iv) policy number CP 172873 for the policy period 07/25/67-07/25/70, and (v)
10 policy number CP 29610 for the period 07/25/70-07/25/71, and any and all
11 insurance policies of any kind ever actually or allegedly entered into between
12 General Insurance Company of America and the Archdiocese, whether or not
13 listed herein, identified in prior correspondence or pleadings, or known or
14 unknown.

15 8. St. Paul Mercury Indemnity Company and St. Paul Fire and Marine Insurance
16 Company, with respect to the following Insurance Policies:

17 Several contracts of general liability insurance with St. Paul Mercury Indemnity
18 Company and St. Paul Fire and Marine Insurance Company during the years
19 between January 1, 1941 and July 25, 1958.

20 All insurance policies, known or unknown, issued or allegedly issued by St. Paul
21 Mercury Indemnity Company, St. Paul Fire and Marine Insurance Company, St.
22 Paul Travelers Company, Inc., The Travelers Indemnity Company, and Travelers
23 Casualty and Surety Company, under which the Archdiocese or Seller Releasing
24 Parties (as defined in that certain settlement agreement between the
25 Archdiocese and St. Paul Mercury Indemnity Company and St. Paul Fire and
26 Marine Insurance Company, approved by the Bankruptcy Court on February 2
and 6, 2007, case number 04-37154, docket number 4543 and 4559) is or may
claim to be an insured, named insured, person insured, additional insured,
additional person insured, or otherwise entitled to any coverage or benefits under
any such insurance policies, including, without limitation, the insurance policies
and alleged insurance policies identified as: (i) policy number ACP-229438 for
the policy period 12/07/44-12/07/47; (ii) policy number ACP-233617 for the
effective period 12/07/47-12/07/50; (iii) policy number ACP-1402337 for the
effective period 12/07/50- 12/07/53; and (iv) policy number ACP-1420746 for the
effective period 12/07/53-12/07/56.

1 9. National Union Fire Insurance Company of Pittsburgh, Pennsylvania, with
2 respect to Excess Liability Policy, No. 346-57-34, solely to the extent of the action filed
3 against the Archdiocese by Jay Cannon.

4 **FOR THE AVOIDANCE OF DOUBT, SETTLING INSURANCE COMPANIES INCLUDE**
5 **THOSE PERSONS AND ENTITIES WHO RECEIVED RELEASES UNDER THOSE**
6 **CERTAIN SETTLEMENT AGREEMENTS BETWEEN THE ARCHDIOCESE AND ITS**
7 **INSURANCE COMPANIES, AS APPROVED BY THE BANKRUPTCY COURT ON**
8 **JULY 6, 2005, FEBRUARY 2, 2007, AND FEBRUARY 6, 2007, IN CASE NUMBER**
9 **04-37154, DOCKET NUMBERS 1303, 4535, 4537, 4539, 4541, 4543, 4545, 4548,**
10 **4550, AND 4559, TO AND ONLY TO THE FULL EXTENT OF THE RELEASES SET**
11 **FORTH IN THOSE SETTLEMENT AGREEMENTS.**

12 c: Attached List

13 F:\CLIENTS\14961\004\PLAN & DISCLOSURE STATEMENT\ORDER CONFIRMING THIRD AMENDED PLAN (FINAL FORM 4-17-07).DOC

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26 **Page 17 of 17 – ORDER CONFIRMING THIRD AMENDED AND RESTATED JOINT**
PLAN OF REORGANIZATION OF DEBTOR, TORT CLAIMANTS COMMITTEE,
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