

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

THE CHRISTIAN BROTHERS' INSTITUTE, *et al.*,
Debtors.

Chapter 11

Case No. 11-22820 (RDD)

(Jointly Administered)

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION PROPOSED
BY THE CHRISTIAN BROTHERS' INSTITUTE AND THE CHRISTIAN BROTHERS
OF IRELAND, INC. AND THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS**

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Dated: New York, New York

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The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc. and the Official Committee of Unsecured Creditors of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc. propose the following Plan¹ pursuant to the provisions of Chapter 11 of the Bankruptcy Code.

Reference is made to the Disclosure Statement for this Plan for a discussion of the Debtors' history, businesses, assets, Cases, risk factors, summary and analysis of the Plan, and certain other related matters.

Subject to the provisions of Section 1127 of the Bankruptcy Code and those restrictions on modification set forth in Section XVIII of the Plan, the Debtors and the Committee reserve the right to amend, alter or modify the Plan one or more times before its substantial consummation.

SECTION I RULES OF INTERPRETATION

1.1 The rules of construction in Bankruptcy Code Section 102 apply to this Plan to the extent not inconsistent with any other provision in this Section I.

1.2 In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. If any act under the Plan is required to be performed on a date that is not a Business Day, then the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Enlargement of any period of time prescribed or allowed by the Plan shall be governed by the provisions of Bankruptcy Rule 9006(b).

1.3 A term that is used in this Plan and that is not defined in this Plan has the meaning attributed to that term, if any, in the Bankruptcy Code or the Bankruptcy Rules.

1.4 The definition given to any term or provision in the Plan supersedes and controls any different meaning that may be given to that term or provision in the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement or the Trust Agreement.

1.5 Whenever it is appropriate from the context, each term, whether stated in the singular or the plural, includes both the singular and the plural. Whenever it is appropriate from the context, the plural term "Debtors" includes the singular.

1.6 Any reference to a document or instrument being in a particular form or on particular terms means that the document or instrument will be substantially in that form or on those terms. No material change to the form or terms may be made after the Confirmation Date without the consent of any party materially affected.

¹ Capitalized terms used but not defined in this preamble shall have the meanings and definitions ascribed to them in Section II of the Plan.

1.7 Any reference to an existing document means the document as it has been, or may be, amended or supplemented.

1.8 Unless otherwise indicated, the phrase “under the Plan” and the words “herein” and “hereto” and similar words or phrases refer to this Plan in its entirety rather than to only a particular portion of the Plan.

1.9 Unless otherwise specified, all references to Sections, sections, clauses or exhibits are references to this Plan’s Sections, sections, clauses or exhibits.

1.10 Section captions and headings are used only as convenient references and do not affect the Plan’s meaning.

1.11 All definitions in the Bankruptcy Code and below will be subject to the rules of construction set forth in Section 102 of the Bankruptcy Code. In addition, the use of the words “includes” or “including” is not limiting, and means “including but not limited to” and “including without limitation;” “and/or” means either or both, and the words “related to” or “relating to” mean with regard to, by reason of, based on, arising out of, or in any way connected with.

1.12 Any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions. Any specific references to promissory notes, deeds of trust or other debt instruments or security documents include any amendments, modifications and extensions thereto.

1.13 The Plan includes as an exhibit the Providence Washington Settlement Agreement. The Providence Washington Settlement Agreement, and injunctions at Sections XV of the Plan, include: (i) terms that are not otherwise defined in the Plan, and (ii) terms contained in the Plan but that are defined differently than in the Plan. For the purposes of the interpretation and enforcement of the Providence Washington Settlement Agreement, the injunctions, and the Plan provisions relating to the Providence Washington Settlement Agreement, the definitions in the Providence Washington Settlement Agreement control, and any conflicts between the defined terms in the Plan and the defined terms in the Providence Washington Settlement Agreement shall be resolved in favor of the defined terms in the Providence Washington Settlement Agreement, unless such a resolution would diminish the scope of the protections afforded Providence Washington as a Settling Insurer under this Plan.

1.14 Nothing contained in this Plan constitutes an admission or denial by any party of liability for, or the validity, priority, amount, or extent of any Claim, lien, or security interest asserted against the Debtors or against any third party.

SECTION II
DEFINITIONS

2.1 “**Abuse**” means any act of Sexual Abuse, or physical non-sexual, mental, or emotional abuse.

2.2 “**Abuse Claim**” means a Claim, asserted by or on behalf of an individual who is or claims to be the victim of Abuse, against the Debtors, including Sexual Abuse Claims, Physical Abuse Claims and Fraud Claims related to Abuse that occurred prior to the Petition Date causing a personal injury or wrongful death. The term “Abuse Claim” does not include any Abuse Related Contingent Contribution/Reimbursement/Indemnity Claim.

2.3 “**Abuse Claims Reviewer**” means the person, including the designee of such person, who will administer the Allocation Plan. Subject to the Plan’s provisions for replacement of the Abuse Claims Reviewer, the Abuse Claims Reviewer is Hon. William L. Bettinelli, Ret.

2.4 “**Abuse Claimant**” means the holder of an Abuse Claim, the estate of a deceased Abuse Claimant, or the personal executor or personal representative of the estate of a deceased Abuse Claimant, as the case may be.

2.5 “**Abuse Related Contingent Contribution/Reimbursement/Indemnity Claim**” means any Entity’s Claim against any other Entity for contribution, indemnity, or reimbursement arising as a result of such Entity having paid or defended against any Abuse Claim including but not limited to a joint tortfeasor or the like.

2.6 “**Administrative Claim**” means a Claim for payment of an administrative expense of a kind specified in Section 503(b) of the Bankruptcy Code and referred to in Section 507(a)(2) of the Bankruptcy Code including the actual, necessary costs and expenses of preserving the Debtors’ estates and operating the Debtors’ businesses, compensation for professional services and reimbursement of expenses awarded under Sections 330(a) or 331 of the Bankruptcy Code, and all fees and charges assessed against the Debtors’ estate under chapter 123 of Title 28, United States Code.

2.7 “**Administrative Claimant**” means the holder of an Administrative Claim.

2.8 “**Allocation Plan**” means the protocol which is set forth as Exhibit 2.8 to the Plan.

2.9 “**Allocation Plan Claimant**” means a Sex Abuse Claimant electing to use the Allocation Plan.

2.10 “**Allowance Date**” means, with respect to a Claim, the date such Claim becomes Allowed.

2.11 “**Allowed**” means, (i) any Claim against any Debtor which has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors 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 in accordance with Section 12.9 hereof 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, or (iii) any Claim expressly allowed by a Final Order or hereunder . Abuse Claims are not Allowed Claims except as specifically provided in this Plan.

2.12 “Avoidance Rights” means those rights that may be asserted by the Debtors, as debtors in possession, or the Committee on behalf of the Estates to avoid and recover transfers, liens, or obligations, described in Sections 544, 545, 546, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code, and any other actions provided for under applicable law that allows a debtor in possession or trustee to avoid certain transfers, but excluding those Avoidance Rights, if any, against the Participating Parties and the Settling Insurers that are compromised and released pursuant the Plan.

2.13 “Award” means the amount payable to an Abuse Claimant as determined in accordance with the terms of this Plan.

2.14 “Ballot” means the ballot that is used by a Creditor to accept or reject the Plan, and pursuant to which Claimants will make certain elections regarding the treatment of their Claims as provided in the Plan.

2.15 “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, and any amendments thereto applicable to these Cases.

2.16 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York, or such other court having jurisdiction over these Cases or any proceeding within.

2.17 “Bankruptcy Rules” means the Rules and Forms of Practice and Procedures in Bankruptcy promulgated under 28 U.S.C. § 2075, as amended, and the local rules and general orders of the Bankruptcy Court, as applicable to Chapter 11 cases, together with all amendments and modifications thereto.

2.18 “Business Day” means any day other than Saturday, Sunday, or a “legal holiday”, as that term is defined in Bankruptcy Rule 9006(a).

2.19 “Canon Law” means the 1983 Code of Canon Law promulgated on January 25, 1983 by Pope John Paul II, and any amendments thereto.

2.20 “Cases” means the cases under Chapter 11 of the Bankruptcy Code commenced by The Christian Brothers’ Institute on April 28, 2011, Case No. 11-22820 and by The Christian Brothers of Ireland, Inc. on April 28, 2011, Case No. 11-22821.

2.21 “Cash” means cash, cash equivalents, bank deposits, and negotiable instruments payable on demand.

2.22 “Causes of Action” means any and all claims, demands, rights, actions, causes of action and suits of the Debtors’ Estates, of any kind or character whatsoever, known or unknown, suspected or unsuspected, matured or unmatured, whether arising prior to, on or after the Petition Date, in contract or in tort, at law or in equity or under any other theory of law, of the Debtors’ Estates, including but not limited to (1) rights of setoff, counterclaim or recoupment, and claims on contracts or for breaches of duties imposed by law; (2) the right to object to claims or interests; (3) claims pursuant to Section 362 of the Bankruptcy Code; (4) such claims and defenses as fraud, negligence, breach of fiduciary duty, corporate waste, unlawful dividends, mistake, duress and usury; (5) all Avoidance Rights; (6) claims for tax refunds; and (7) any other claims which may be asserted against third parties or insiders.

2.23 “Channeled Claim” means any Abuse Claim, and/or Claim against a Participating Party or Settling Insurer arising from, in connection with, or related in any way to an Abuse Claim or any of the Settling Insurer Policies. Each Claim described in this Section 2.23 shall include all such Claims whenever and wherever arising or asserted, whether sounding in tort, contract, warranty or any other theory of law, equity or admiralty, including without limitation all Claims by way of direct action, subrogation, contribution, indemnity, alter ego, statutory or regulatory action, or otherwise, Claims for exemplary or punitive damages, for attorneys’ fees and other expenses, or for any equitable remedy. A Channeled Claim **does not** include an Abuse Claim against: (i) a Person or Persons having personally committed an act or acts of Abuse resulting in a Claim against a Debtor or a Participating Party, (ii) the Congregation of Christian Brothers or any of its predecessors; (iii) the Congregational Leadership Team (and any member thereof) of the Congregation of Christian Brothers or any of its (*i.e.* the Congregational Leadership Teams) predecessors or successors, (iv) a successor or predecessor of the Debtors to the extent of such successor’s or predecessor’s independent liability for an act or acts of Abuse, (v) the Christian Brothers Schools and (vi) the Holy See. Notwithstanding the foregoing sentence, a Channeled Claim includes any Claim against a Participating Party or Settling Insurer based on allegations that it is an alter ego of an Entity that is not a Participating Party or Settling Insurer or that the Participating Party’s or Settling Insurer’s corporate veil should be pierced on account of Claims against an Entity that is not a Participating Party or Settling Insurer.

2.24 “Channeling Injunction” means the injunction provided for under Section 15.9 of the Plan and any injunction provided for in, or required by, any Bankruptcy Court-approved agreement with a Participating Party or a Settling Insurer.

2.25 “Chapter 11 Professionals” means, collectively, the Debtors’ Professionals and, the Committee’s Professionals.

2.26 “Christian Brother” means a current or former vowed member of the Congregation of Christian Brothers, including without limitation novices, temporarily professed members, and perpetually professed members.

2.27 “Christian Brothers Community” means a local community or group of Christian Brothers within the Province Territory and not in the individual capacity of the member or members of such local community or group, regardless of whether it is part of the Debtors, or has a separate legal existence under civil law.

2.28 “Christian Brothers Schools” means the schools identified on Exhibit 2.28, including any Person or Entity operating, managing, or owning such schools except for the Debtors and any Participating Party.

2.29 “Claim” means any past, present or future 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.

2.30 “Claim Allowance Agreement” means an agreement between the Debtors and a Claimant which is entered into prior to the Effective Date and approved by the Bankruptcy Court as reasonable under Bankruptcy Rule 9019, whereby the Debtors and the Claimant agree to the Allowed amount of the Claimant’s Claim.

2.31 “Claimant” means a holder of a Claim.

2.32 “Claims Bar Date” means May 11, 2012, which was the last date for filing Claims (other than Abuse Claims) against the Estates pursuant to the Court’s Order entered on February 10, 2012.

2.33 “Claims Objection Bar Date” means, unless extended by the Court, the first Business Day that follows the 60th day after the Effective Date, by which any objection to a Claim (excluding Class 4, 5 and 6 Claims) must be filed with the Bankruptcy Court or such objection will be forever barred.

2.34 “Closing” means the payments and transfers to the Trust of those assets required to be paid and transferred in accordance with Section 9.2 of the Plan.

2.35 “Co-Defendant” means a Person or Entity that is named as a defendant in a lawsuit in which one or both of the Debtors are also named as a defendant, and/or who is alleged to be fully or partially responsible for a Claim asserted, or which may be asserted in the future, against both such Person and/or Entity and the Debtors, including co-debtors as described in Section 509 of the Bankruptcy Code. A Participating Party or Settling Insurer is not a Co-Defendant.

2.36 “Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Cases, as such committee may be reconstituted from time to time.

2.37 “Committee’s Professionals” means Pachulski Stang Ziehl & Jones LLP; Law Offices of Paul Richler; Berkeley Research Group, LLC and all other professionals, if any,

which the Committee has retained or may retain to provide professional services in accordance with Section 1103(a) of the Bankruptcy Code and as approved by the Bankruptcy Court.

2.38 “Confirmation Date” means the date of the entry of the Confirmation Order.

2.39 “Confirmation Hearing” means the hearing held by the Bankruptcy Court regarding confirmation of the Plan, as such may be continued from time to time.

2.40 “Confirmation Order” means a Final Order confirming the Plan.

2.41 “Congregation of Christian Brothers” means the worldwide Roman Catholic religious order of men founded in 1802 by Edmund Rice.

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

2.43 “Convenience Abuse Claim” means an Abuse Claim in an amount of \$500 or otherwise deemed to be a Convenience Abuse Claim under the Plan.

2.44 “Creditor” has the meaning ascribed to the term in Section 101(10) if the Bankruptcy Code.

2.45 “Current Obligations” means (a) all accounts payable and other liabilities or obligations of the Debtors that arose or accrued in the ordinary course of the Debtors’ businesses subsequent to the Petition Date and prior to the Confirmation Date (excluding any Abuse Claims), and (b) any taxes that were incurred subsequent to the Petition Date and became or become legally due and payable by the Debtors subsequent to the Petition Date and prior to the Confirmation Date.

2.46 “Debtors” means The Christian Brothers’ Institute, a New York not-for-profit corporation, and The Christian Brothers of Ireland, Inc., an Illinois not-for-profit corporation.

2.47 “Debtors’ Insurance Policy” means an Insurance Policy that (i) lists either or both of the Debtors as a named insured(s) and (ii) does not have an exclusion for bodily injury arising out of operations on or from premises (other than insured premises) owned by, rented to or controlled by Debtors. The fact that an Insurance Policy lists the Congregation of Christian Brothers as a Named Insured does not mean that the Insurance Policy is a Debtors’ Insurance Policy. An umbrella or excess Insurance Policy that lists either or both of the Debtors as a named insured(s) and includes in its schedule of underlying insurance a general liability Insurance Policy that contains the exclusion set forth above in (ii), is a Debtors’ Insurance Policy only if that umbrella or excess Insurance Policy provides coverage for at least some occurrences that such underlying Insurance Policy does not cover, other than by reason of exhaustion or reduction of such underlying Insurance Policy’s limits. For avoidance of doubt, the following umbrellas Insurance Policies are Debtors’ Insurance Policies: Interstate Fire & Casualty Company Policy 155-C 06573 and National Union Fire Insurance Company BE 112 25 47.

2.48 “Debtors and Participating Party Actions” means any and all Claims, Causes Of Action, and rights of the Debtors and the Participating Parties against third parties including Claims of the Debtors and Participating Parties for recovery of, or based upon, or in any manner arising from or related to damages, general or exemplary (or both), or other relief, including equitable relief relating to or based upon: (a) indebtedness owing to the Debtors; (b) fraud, negligence, gross negligence, willful misconduct, or any other tort actions; (c) breaches of contract; (d) violations of federal or state laws (including corporate and securities laws); (e) breaches of fiduciary or agency duties; (f) Abuse Related Contingency Contribution/Reimbursement Indemnity Claims, and (g) any other Claim of the Debtors or a Participating Party to the extent not assigned to the Trust or specifically compromised or released pursuant to this Plan or an agreement incorporated into this Plan. Notwithstanding the foregoing, Debtors and Participating Party Actions shall not include: (a) Insurance Claims, and (b) Avoidance Rights.

2.49 “Debtors and Participating Party Action Recoveries” means the rights of the Debtors and the Participating Parties to any and all proceeds or other relief, including equitable relief, from (a) any award, judgment, relief, or other determination rendered or made as to the Debtors or Participating Party Action; or (b) any compromise or settlement of the Debtors or Participating Party Action.

2.50 “Debtors’ Professionals” means Tarter Krinsky & Drogin LLP, Gordon Tilden Thomas & Cordell LLP, Sperduto Spector & Company, Bansley & Keiner, and McInnes Cooper and all other professionals, if any, which the Debtors have retained or may retain to provide professional services in accordance with Sections 327(a) and 327(e) of the Bankruptcy Code.

2.51 “Disallowed Claim” means (i) a Claim, or any portion thereof, that has been disallowed by a Final Order; (ii) a Claim that has been listed in the Schedules at zero or as contingent, disputed, or unliquidated and as to which no proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, Final Order, or other applicable law; or (iii) a Claim that has not been listed in the Schedules and as to which no proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, Final Order, or other applicable law.

2.52 “Disclosure Statement” means the Disclosure Statement relating to this Plan, as it may be amended from time to time.

2.53 “Disclosure Statement Order” means the Order entered by the Bankruptcy Court approving the Disclosure Statement.

2.54 “Disputed Claim” means a Claim: as to which a proof of Claim is filed or is deemed filed under Bankruptcy Rule 3003(b)(1); and as to which an objection: (1) has been timely filed; and (2) has neither been overruled nor been denied by a Final Order and has not been withdrawn.

2.55 “Distribution” means any transfer of Cash or other property or instruments to either a Claimant by the Reorganized Debtors or the Trustee.

2.56 “Entity” has the meaning set forth in Section 101(15) of the Bankruptcy Code.

2.57 “Effective Date” means the first Business Day after the Confirmation Date on which (i) all conditions to effectiveness specified in Section 14.1 of this Plan have been satisfied or waived, and (ii) no stay of the Confirmation Order is in effect.

2.58 “Estates” means the bankruptcy estates of the Debtors as created under Section 541 of the Bankruptcy Code.

2.59 “Estimated Amount” means the amount at which the Bankruptcy Court or the U.S. District Court for the Southern District of New York, pursuant to 28 USC §157(b)(2)(B), Section 502(c) of the Bankruptcy Code, and Bankruptcy Rule 3018(a), as the case may be, estimates any Claim or class of Claims that is Contingent, unliquidated, or disputed, including any Abuse Claim or class thereof, for the purpose of (a) allowance, (b) distribution, (c) confirming this Plan pursuant to Section 1129 of the Bankruptcy Code, (d) voting to accept or reject this Plan pursuant to Section 1126 of the Bankruptcy Code, or (e) any other purpose.

2.60 “Estimation Order” means an order of the Bankruptcy Court or the U.S. District Court for the Southern District of New York, as applicable, that determines the Estimated Amount of any Claim or Claims for any purpose, whether individually or as part of an aggregate.

2.61 “Exculpated Parties” means the Participating Parties; the Released Parties; the Settling Insurers, the Committee and each of its members; the Debtors’ Professionals; the Committee’s Professionals; the Settling Insurers; and all of their respective present or former members, managers, officers, directors, employees, representatives, attorneys, and agents acting in such capacity.

2.62 “Final Order” means an order, judgment, or other decree (including any modification of amendment thereof) of the Bankruptcy Court, a U.S. District Court, or any other court having jurisdiction that remains in effect and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired or, if such appeal or review has been taken, (i) it has been resolved and no longer remains pending or (ii) the Debtors, the Committee, or the Trustee (after the Effective Date) and a Participating Party or Settling Insurer, as applicable, have mutually agreed in writing that the order from which such appeal or review is taken should be deemed to be a Final Order.

2.63 “Fraud Claim” means a claim that the Debtors fraudulently induced the Claimant to settle one or more Claims of Abuse prior to the Petition Date. Fraud Claims are listed on Exhibit 2.63; provided, however, that any Claim not listed on Exhibit 2.63 may be characterized as a Fraud Claim pursuant to further Order of the Bankruptcy Court.

2.64 “General Unsecured Claim” means any Claim against the Debtors that is not an Abuse Claim, Fraud Claim, Physical Abuse Claim, Administrative Claim, Priority Tax Claim or a Claim that is otherwise classified under the Plan.

2.65 “General Unsecured Convenience Claim” means any General Unsecured Claim in an amount of \$500 or less, or voluntarily reduced to \$500 by the holder of such Claim.

2.66 “Insurance Claims” means all Claims, Causes Of Action and enforceable rights against (other than the duty to defend) any Non-Settling Insurer whether sounding in contract, tort, or otherwise, including equity and bad faith, held by:

- a) The Debtors for any reason related to an Abuse Claim including those for (i) defense, indemnity and payment of any Abuse Claim; (ii) any Non-Settling Insurer’s failure or refusal to provide Insurance Coverage under any Insurance Policy, including the failure or refusal to provide a defense to any Abuse Claim against the Debtors; (iii) any Non-Settling Insurer’s tortious or wrongful claims handling including the failure or refusal of any Non-Settling Insurer to timely compromise and settle any Abuse Claims against the Debtors pursuant to any Insurance Policy; and (iv) the interpretation or enforcement of the terms of any Insurance Policy; and/or
- b) Any of the Participating Parties or Settling Insurers for any reason related to an Abuse Claim against the Participating Party or Settling Insurer, whether independently or jointly liable with the Debtors on such Abuse Claim, including (i) defense, indemnity and payment of any Abuse Claim; (ii) any Non-Settling Insurer’s failure or refusal to provide Insurance Coverage under any Insurance Policy, including the failure or refusal to provide a defense to any Abuse Claim against the Debtors, a Participating Party or a Settling Insurer; (iii) any Non-Settling Insurer’s tortious or wrongful claims handling including the failure or refusal of any Non-Settling Insurer to timely compromise and settle any Abuse Claims against the Debtors, a Participating Party or a Settling Insurer pursuant to any Insurance Policy; and (iv) the interpretation or enforcement of the terms of any Insurance Policy.

Notwithstanding the foregoing, nothing in this Plan affects the rights of a Settling Insurer under any agreement or contract providing reinsurance to the Settling Insurer. All such rights are retained by the Settling Insurer.

2.67 “Insurance Coverage” means insurance that is available under any Insurance Policy, whether known to the Debtors or the Committee or unknown to the Debtors or Committee, to cover all or any portion of an Abuse Claim asserted against (a) the Debtors and/or (b) a Participating Party; provided, however, “Insurance Coverage” excludes any agreement or contract providing reinsurance to a Settling Insurer.

2.68 “Insurance Policy” means an insurance policy providing Insurance Coverage. Insurance Policy also includes any policy providing Insurance Coverage that is identified in a Bankruptcy Court-approved agreement with a Participating Party or a Settling Insurer.

2.69 “Insurance Recoveries” means the rights to any and all proceeds, including any interest or income earned thereon, and other relief, from (a) any award, judgment, relief, or other determination entered or made as to any Insurance Claims; (b) any and all amounts payable by an Insurer under any settlement agreement with the Debtors, a Participating Party or a Settling Insurer with respect to Insurance Claims; and (c) any and all proceeds of any Insurance Policy paid or payable to the Debtors, a Participating Party or a Settling Insurer with respect to Insurance Claims. Insurance Recoveries do not include any recoveries of a Settling Insurer under any agreement or contract providing reinsurance to the Settling Insurer.

2.70 “Insured Non-Abuse Claim” means any Claim, other than an Abuse Claim, all or part of which is covered by insurance.

2.71 “Insurer” means (a) any Person or Entity that during any period of time either (i) provided Insurance Coverage to the Debtors and/or a Participating Party, its predecessors, successors, or assigns, or (ii) issued an Insurance Policy to the Debtors and/or a Participating Party, its predecessors, successors, or assigns; and (b) any Person or Entity owing a duty to defend and/or indemnify the Debtors and/or a Participating Party under any Insurance Policy.

2.72 “Interest” means all liens, Claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, including any rights of contribution, indemnity, defense, subrogation, or similar relief.

2.73 “Maintenance Claim” means any Claim of a Christian Brother against the Debtors, a Christian Brothers Community, the Province, the Congregation of Christian Brothers, a Christian Brothers School, or the Holy See for support, maintenance, sustenance, charity or care, including but not limited to all such Claims scheduled or filed in the Cases.

2.74 “Non-Settling Insurer” means any Insurer that is not a Settling Insurer.

2.75 “Net Settlement Fund” means the Settlement Fund less any amounts paid on account of Allowed Physical Abuse Claims and Allowed Fraud Claims and reserves provided for under the Trust Agreement.

2.76 “Non-Sexual Abuse” means physical, non-sexual, mental or emotional abuse that is not Sexual Abuse.

2.77 “Participating Party” means those Persons or Entities listed on Exhibit 2.77 to the Plan, that are providing or will provide consideration or a portion of the funding for the Plan in exchange for (a) the release of any Abuse Related Contribution/Indemnity Claim by the Debtors against such Participating Party, (b) the benefit of the Channeling Injunction, and (c) any other benefits in favor of Participating Parties under the Plan. A Settling Insurer is not a Participating Party. Pursuant and subject to Section 10.10 of the Plan, and after notice and a hearing, upon the sole discretion of the Trustee, a Person or Entity may become a Participating Party after the Effective Date if the Bankruptcy Court approves an agreement between the Person or Entity and the Trustee pursuant to its retained jurisdiction. Upon the Bankruptcy Court’s entry of a Final Order approving such an agreement, Exhibit 2.77 will be amended by the Trustee to include such Person or Entity.

2.78 “Penalty Claim” means a Claim for a fine, penalty, forfeiture, multiple damages, punitive damages, or exemplary damages, including any Claim not meant to compensate the Claimant for actual pecuniary loss.

2.79 “Person” has the meaning set forth in Section 101(41) of the Bankruptcy Code.

2.80 “Petition Date” means April 28, 2011, the date the Debtors filed their petitions commencing these Cases.

2.81 “Physical Abuse Claim” means those Claims listed on Exhibit 2.81.

2.82 “Plan” means this Plan of Reorganization (and all exhibits annexed thereto), Plan Documents and any and all modifications and/or amendments thereto.

2.83 “Plan Documents” means all agreements, documents and exhibits, as the same may be amended, modified, supplemented, or restated from time to time, that are necessary or appropriate to implement the Plan and the Trust, including the Providence Washington Settlement Agreement, provided that the Committee shall have approved each of said agreements, documents and exhibits as to form and content, such approval not to be unreasonably withheld.

2.84 “Post-Confirmation Notice Parties” means the Reorganized Debtors, the Trust, the Office of the U.S. Trustee and any Person that files a request to be a Post-Confirmation Notice Party.

2.85 “Priority Claim” means any Claim which, if Allowed, would be entitled to priority under Section 507 of the Bankruptcy Code.

2.86 “Priority Claimant” means the holder of a Priority Claim.

2.87 “Professional” means any Person or Entity employed by the Debtors or the Committee pursuant to Sections 327 or 1103 of the Bankruptcy Code.

2.88 “Professional Fee Claim” means a Claim under Bankruptcy Code Sections 326, 327, 328, 330, 331, 503(b), 1103, or 1104 for compensation for services rendered or expenses incurred by any of the Professionals prior to the Effective Date.

2.89 “Pro Rata” means proportionate, and when applied to a Claim means the ratio of the amount distributed on account of an Allowed Claim in a Class to the amount distributed on account of all Allowed Claims in such class.

2.90 “Proponent” means the Debtors and the Committee.

2.91 “Providence Washington” means Providence Washington Insurance Company, and each of its past and present subsidiaries, parents, and affiliates. “Providence Washington” also includes all future subsidiaries, parents and affiliates of Providence Washington Insurance Company, to the extent that their liability arises out of insurance policies issued by Providence Washington Insurance Company or any of its past or present subsidiaries, parents or affiliates. In

addition, for purposes of defining the scope of the releases, injunctions, exculpation provision, and other provisions and protections in favor of Providence Washington, as a Settling Insurer, provided for herein, the term “Providence Washington” also includes all employees, officers, directors, shareholders, principals, parents, indirect parents, claims managers, agents, attorneys, and representatives, as well as the predecessors, successors, assignors, and assigns of each of the foregoing, in their capacity as such to the extent that their liability arises out of, or is related to, any Settling Insurer Policy.

2.92 “Providence Washington Settlement Agreement” means the “Settlement Agreement, Release and Policy Buyback” dated August 12, 2013 between The Christian Brothers’ Institute and Providence Washington, which was approved by order of the Bankruptcy Court, dated October 24, 2013. A copy of the Providence Washington Settlement Agreement is at Exhibit 2.92.

2.93 “Province” means the Edmund Rice Christian Brothers North American Province of the Congregation of Christian Brothers, an ecclesiastical entity, and a juridic person under Canon law, regardless of whether it is part of the Debtors, or has a separate legal existence under civil law, and including any predecessors thereto, including the North American Province, the former Eastern American Province, the former Western American Province and the former Canadian Province of the Congregation of Christian Brothers. The Province does not include the Latin American Region for the purposes of this Plan only.

2.94 “Province Territory” means the geographic area of the Province.

2.95 “Provincial Leadership Team” means the Persons who govern the Province.

2.96 “Punitive Damages” means the portion of a Claim for punitive or exemplary damages.

2.97 “Qualified Counsel” means those attorneys representing Abuse Claimants who have entered into a written retainer or fee agreements with such Claimant(s) on or before the Effective Date; provided that such attorney agrees that the attorney’s receipt of Qualified Counsel Fees is credited against the fees owed by such Abuse Claimant(s).

2.98 “Qualified Counsel Fees” means the amount to be subtracted from the balance in the Trust in an amount equal to the actual fees payable to Qualified Counsel on account of reserves or distributions calculated under the Allocation Plan in accordance with written retainer or fee agreements with Abuse Claimants. The Trust shall pay such fees to Qualified Counsel when the Abuse Claimant receives a distribution from the Trust.

2.99 “Qualified Counsel Costs” means the amount to be subtracted from the balance in the Trust in an amount equal to the unpaid reimbursable expenses (prepetition and postpetition through the Effective Date) payable to Qualified Counsel on account of Abuse Claims under written retainer or fee agreement with Abuse Claimants who are utilizing the Allocation Plan. Before any distribution(s) to Abuse Claimants from the Trust, the Trustee will subtract all Qualified Counsel Costs and shall pay such Qualified Counsel Costs to the appropriate Qualified Counsel at the time the Abuse Claimant receives the first distribution from the Trust.

2.100 “Released Parties” means (a) the Participating Parties; (b) the Participating Parties’ present or former members, parents, indirect parents, principals, shareholders, managers, claims managers, officers, directors, employees, representatives, attorneys, or agents acting in such capacity as well as the predecessors, successors, assignors and assigns of each of the foregoing; (c) a Settling Insurer and (d) a Settling Insurer’s present or former members, parents, indirect parents, principals, shareholders, managers, claims managers, officers, directors, employees, representatives, attorneys, or agents acting in such capacity as well as the predecessors, successors, assignors and assigns of each of the foregoing to the extent their liability arises out of liabilities under Insurance Policies issued by the Settling Insurer.

The term “Released Parties” does not include: (i) a Person or Persons having personally committed an act or acts of Abuse resulting in a Claim against the Debtors or a Participating Party, (ii) The Congregation of Christian Brothers and any of its canonical predecessors, (iii) the Congregational Leadership Team (and any members thereof) of the Congregation of Christian Brothers or any of its (*i.e.* the Congregational Leadership Team) predecessors or successors, (iv) a successor or predecessor of the Debtors to the extent of such successor’s or predecessor’s independent liability for an act or acts of Abuse, (v) the Christian Brothers Schools and the (vi) the Holy See.

2.101 “Reorganized Debtors” means the Debtors on and after the Effective Date; provided that any successor to the Province, Debtors or the Reorganized Debtors through a merger or suppression of the Province shall not have any rights or remedies by virtue of the Plan or Confirmation Order on account of Abuse Claims for which the successor was independently liable.

2.102 “Representatives” means the current and former officers, directors, agents, attorneys, employees, financial advisors and legal representatives of a Person or Entity, but excluding (i) a Person or Persons having personally committed an act or acts of Abuse resulting in a Claim against the Debtors, a Participating Party or a Settling Insurer, (ii) the Congregation of Christian Brothers or any of its predecessors; (iii) the Congregational Leadership Teams (and any member thereof) of the Congregation of Christian Brothers or any of its (*i.e.* the Congregational Leadership Teams) predecessors and successors, (iv) a successor or predecessor of the Debtors to the extent of such successor’s or predecessor’s independent liability for an act or acts of Abuse, (v) the Christian Brothers Schools and (vi) the Holy See.

2.103 “Revested Assets” means all assets and or property, real or personal, owned by the Debtors which are not transferred to the Trust. Notwithstanding the foregoing, the Insurance Policy of a Non-Settling Insurer is not a Revested Asset.

2.104 “S/A/P Claims” means, collectively, Secured Claims, Administrative Claims (including Professional Fee Claims), Priority Claims, and Priority Tax Claims.

2.105 “S/A/P Claims Reserve” means the reserve to be established by the Reorganized Debtors for Administrative Claims (including Professional Fee Claims), Priority Claims, and Priority Tax Claims.

2.106 “Schedules” means the Schedules of Assets and Liabilities and Statement of Financial Affairs of each of the Debtors filed pursuant to Section 521 of the Bankruptcy Code, the Official Bankruptcy Forms and the Bankruptcy Rules, including any supplements or amendments thereto through the Confirmation Date.

2.107 “Section 363 Sale” means a sale of property pursuant to the provisions of Section 363 of the Bankruptcy Code.

2.108 “Settled” means, with respect to a Claim, a Claim that has been resolved by agreement, and if required, approved by Final Order of the Bankruptcy Court or a U.S. District Court, as applicable.

2.109 “Settlement Fund” means a fund established to pay Sexual Abuse Claims, Physical Abuse Claims and Fraud Claims and costs and expenses of the Trust. The assets of the Settlement Fund will include cash, real property or sales proceeds thereof, Avoidance Rights and certain Causes of Action.

2.110 “Settling Insurer” means: (a) each of those Insurers listed on Exhibit 2.110 to the Plan, as the same may be amended in accordance with this Plan; and (b) such Insurer’s predecessors, successors and assigns, but only to the extent that: (i) such predecessor’s liability was assumed by the Insurer listed on Exhibit 2.110 to the Plan, and (ii) such successor’s or assign’s liability is derivative of the liability of the Insurer listed on Exhibit 2.110 to the Plan and not independent of the liability of the Insurer listed on Exhibit 2.110 to the Plan. For purposes of defining the scope of the releases, injunctions, exculpation provision, and other provisions and protections provided to Settling Insurers herein, the terms “Settling Insurer,” “Released Parties,” and “Exculpated Parties” herein also include all past and present subsidiaries, parents, and affiliates, as well as all employees, officers, directors, shareholders, principals, parents, indirect parents, claims managers, agents, attorneys, and representatives, as well as the predecessors, successors, assignors, and assigns of each of the foregoing, in their capacity as such to the extent that their liability arises out of, or is related to, any Settling Insurer Policy. Pursuant and subject to Section 10.11 of the Plan, upon the sole consent of the Trustee, a Person or Entity may become a Settling Insurer after the Effective Date if the Bankruptcy Court approves an agreement between the Person or Entity and the Trustee pursuant to its retained jurisdiction. Upon the Bankruptcy Court’s entry of a Final Order approving such an agreement, Exhibit 2.110 will be amended by the Trustee to include such Person or Entity.

2.111 “Settling Insurer Injunction” means the injunction(s) provided in Section 15.10 and any injunction provided in an agreement whereby an Insurer becomes a Settling Insurer.

2.112 “Settling Insurer Policies” means “Policies” as defined in any settlement agreement between a Settling Insurer and the Debtor (or the Trust for any settlement agreements entered into after the Effective Date).

2.113 “Sexual Abuse” means sexual conduct or misconduct, sexual abuse, sexual sadism or sexually-related harm or contacts, or interactions of a sexual nature between a child

and an adult, or a non-consenting adult and another adult. A child or non-consenting adult may be sexually abused whether or not this activity involves explicit force.

2.114 “Sexual Abuse Litigation” means any litigation pending prior to the Petition Date against the Debtors or the Province or any litigation filed after the Petition Date against the Province seeking to recover monies on account of Sexual Abuse by Christian Brothers or other individuals for whom the Debtors or the Province may be responsible.

2.115 “Sexual Sadism” means (a) over a period of at least 6 months, recurrent, intense sexually arousing fantasies, sexual urges, or behaviors involving acts (real, not simulated) by a person in which the psychological or physical suffering (including humiliation) of a victim is sexually exciting to the person; and (b) the person has acted on these sexual urges with a nonconsenting person, or the sexual urges or fantasies cause marked distress or interpersonal difficulty to a nonconsenting person.

2.116 “Site Insurance Policy” means an Insurance Policy that does not list either of the Debtors as a named insured or has an exclusion for bodily injury arising out of operations on or from premises (other than insured premises) owned by, rented to or controlled by Debtors.

2.117 “Temporarily Allowed” with reference to a Claim means such Claim as temporarily allowed for any purpose other than distribution on a Claim pursuant to Bankruptcy Rule 3018(a) or otherwise.

2.118 “Third Party Derivative Claims” means Claims against any Person or Entity for disregard of the corporate form, piercing the corporate veil, or alter ego, that would subject such Person or Entity to liability for Abuse Claims against the Debtors.

2.119 “Trust” means the trust to be established pursuant to the Plan and the Trust Agreement.

2.120 “Trust Agreement” means the agreement attached as Exhibit 2.120 to the Plan.

2.121 “Trust Assets” means all property funded to the Trust pursuant to Section 9.2 of the Plan.

2.122 “Trust Documents” means the Trust Agreement, instruments, and other documents that are reasonably necessary or desirable in order to implement the provisions of the Plan that relate to the creation, administration and funding of the Trust.

2.123 “Trustee” means Omni Management Acquisition Corp., the trustee of the Trust, and any successor trustee appointed pursuant to the terms of this Plan and the Trust Agreement.

2.124 “U.S. District Court” means a United States District Court.

2.125 “Unclaimed Property” means any Cash or other property which is unclaimed for one hundred and eighty (180) days after the Distribution.

2.126 “U.S. Trustee” means the Office of the United States Trustee for the Southern District of New York.

2.127 “Unresolved” means, with respect to a Claim, a Claim that has neither been Allowed or Disallowed nor liquidated.

SECTION III PLAN OBJECTIVES

3.1 Objectives. The Plan provides the means for settling and paying all Claims asserted against the Debtors. The Plan provides for the creation of a Trust for the exclusive benefit of Abuse Claimants. The Trust’s assets will consist of cash from the Debtors, contributions by Participating Parties and Settling Insurer(s), proceeds from the sale of certain real property of the Debtors and net proceeds of certain Causes of Action, including Avoidance Rights. Trust assets will be used to fund the Trust’s costs and expenses and payments to Abuse Claimants. Distributions and reserves from the Trust to Sexual Abuse Claimants will be determined by application of the Allocation Plan. Physical Abuse and Fraud Claimants will be paid in accordance with the Plan. General Unsecured Creditors will receive their Pro Rata share of \$50,000.00. The Debtors will receive the benefit of a Section 1141(d) discharge, with certain agreed-upon exceptions set forth in the Plan. Participating Parties and Settling Insurers will receive the benefit of injunctions provided under the Plan. Holders of Sexual Abuse Claims can continue or commence litigation against the Debtors for the purpose of obtaining judgments subject to the limitations set forth in Sections IX and XV. Pursuant to the Plan, holders of Sexual Abuse Claims will not be permitted to execute on any judgment upon any of the Revested Assets or any assets acquired by the Reorganized Debtors after the Effective Date. Nothing in this Plan, including Section XV, is intended to replace and does not affect, diminish or impair the liabilities of any Co-Defendant or Non Settling Insurer under applicable non-bankruptcy law, including the law governing joint and several liabilities.

SECTION IV TREATMENT OF UNCLASSIFIED CLAIMS.

4.1 Administrative Claims. Each holder of an Allowed Administrative Claim against the Debtors shall receive, in full satisfaction, settlement, release and extinguishment of such Claim, Cash equal to the Allowed amount of such Administrative 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 Administrative Claimant. Provided, however, that any Administrative Claim incurred postpetition by the Debtors in the ordinary course of its operations or arising pursuant to one or more postpetition agreements or transactions entered into by the Debtors 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 Debtors (if before the Effective Date) or the Reorganized Debtors (on and after the Effective Date), on the one hand, and the holder of such Administrative Claim, on the other.

4.2 Professional Claims.

4.2.1 Bar Dates for Professional Claims. All Professionals or other Persons requesting compensation or reimbursement of expenses pursuant to any of §§ 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered on or before the Effective Date (including, among other things, any compensation requested by any Professional or any other Person for making a substantial contribution in the Chapter 11 Case) shall file and serve on the Post-Confirmation Notice Parties an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than (A) forty-five (45) days after a notice of the Effective Date is filed with the Bankruptcy Court and served on such Professional or other Persons, or (B) such later date as the Bankruptcy Court shall order upon application made prior to the end of such 45-day period (the “Professional Claims Bar Date”)

4.2.2 Objections to Professional Claims. Objections to Professional Claims or Claims of other Persons for compensation or reimbursement of expenses must be filed and served on the Post-Confirmation Notice Parties and the Professionals or other Persons to whose application the objections are addressed on or before (A) forty-five (45) days after the Professional 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 Debtors (if before the Effective Date) or the Reorganized Debtors (on and after the Effective Date), as applicable, and the affected Professional or other Person.

4.2.3 Notwithstanding anything contained in Section 4.2, the allowance of a Professional Claim shall not affect, impair, diminish or be an adjudication of any claim that is excepted from the exculpation contained in Section 15.7.

4.3 U.S. Trustee 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 Cash as soon as practicable after the Effective Date. After the Effective Date, the Reorganized Debtors shall pay quarterly fees to the U.S. Trustee, in Cash, until the Cases are closed, and a Final Decree is entered. In addition, the Reorganized Debtors 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 quarterly fees, which will be deemed Administrative Claims against the Debtors and Debtors Estates.

4.4 Priority Tax Claims.

With respect to each Allowed Priority Tax Claim not paid prior to the Effective Date, the Reorganized Debtors 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 Debtors (if before the Effective Date) or the Reorganized Debtors (on and after the Effective Date), as applicable, in writing, provided such treatment is no less favorable to the Debtors or the Reorganized Debtors than the treatment set forth in clause (i) of this sentence.

**SECTION V
CLASSIFICATION OF CLAIMS.**

5.1 All Claims except Administrative Claims and Priority Tax Claims are placed in the following classes for all purposes including voting, confirmation of the Plan and distribution pursuant to the Plan. A Claim is classified in a particular class only to the extent the Claim qualifies within the description of that class and is classified in a different class to the extent the Claim qualifies within the description of that different class. If a Claim is acquired or transferred, the Claim will be placed in the class where it would have been placed if it were owned by the original holder of such Claim. If a Claimant has more than one Claim in the same class, such Claims will be aggregated and treated as a single Claim. If a Claimant has Claims in different classes, such Claims will be aggregated only within the same class and not between classes.

CLASS	DESCRIPTION	IMPAIRMENT	VOTING
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Secured Claims	Unimpaired	Deemed to Accept
3	General Unsecured Convenience Claims	Unimpaired	Deemed to Accept
4	Sexual Abuse Claims	Impaired	Yes
5	Fraud Claims	Impaired	Yes
6	Physical Abuse Claims	Impaired	Yes
7	Maintenance Claims	Unimpaired	Deemed to Accept
8	General Unsecured Claims	Impaired	Yes
9	Penalty Claims	Impaired	Deemed to Reject
10	Abuse Related Contingent Contribution/Reimbursement/ Indemnity Claims	Impaired	Deemed to Reject

5.2 Except as provided in this Plan, the treatment in this Plan is in full and complete satisfaction of all of the legal, contractual, and equitable rights that each holder of a Claim may have against the Debtors or their property. This treatment supersedes and replaces any agreements or rights those holders have in or against the Debtors or their property. All Distributions under the Plan will be tendered to the entity holding the Claim. **EXCEPT AS SET FORTH IN THIS PLAN, NO DISTRIBUTIONS WILL BE MADE FROM AND NO RIGHTS WILL BE RETAINED AGAINST THE DEBTORS OR THEIR PROPERTY**

ON ACCOUNT OF ANY CLAIM THAT IS NOT AN ALLOWED CLAIM.

**SECTION VI
TREATMENT OF UNIMPAIRED CLASSES OF CLAIMS.**

6.1 Class 1: Other Priority Claims.

The holders of Allowed Other Priority Claims will receive either (a) payment from the Reorganized Debtors 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 Debtors.

6.2 Class 2: Secured Claims.

6.2.1 Impairment and Voting. Class 2 is unimpaired under the Plan. Holders of Secured Claims are deemed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan. For purposes of distributions under the Plan, each holder of a Secured Claim in Class 2 is considered to be in its own separate subclass within Class 2 (*i.e.*, Class 2-1, Class 2-2, *etc.*), and each such subclass is deemed to be a separate Class for purposes of the Plan.

6.2.2 Alternative Treatment. On or as soon as practicable following the Effective Date, the Reorganized Debtors or, to the extent the Trust has an interest in the property securing a Secured Claim, the Trust shall select, in their discretion, one of the following alternative treatments for each Allowed Secured Claim in Class 2, which treatment shall be in full and final satisfaction, settlement and release of, and in exchange for, such Allowed Secured Claim:

(a) **Abandonment or Surrender.** The Reorganized Debtors or the Trust, as the case may be, shall abandon or surrender to the holder of such Claim the property securing such Claim, in full satisfaction and release of such Claim.

(b) **Cash Payment.** The Reorganized Debtors or the Trust, as the case may be, shall pay to the holder of such Claim Cash equal to the Allowed amount of such Claim upon the sale of the collateral, or such lesser amount to which the holder of such Claim and Reorganized Debtors or the Trust, as the case may be, shall agree, in full satisfaction and release of such Claim.

(c) **Unimpairment.** The Reorganized Debtors or the Trust, as the case may be, may leave the rights of the holder of such Claim unimpaired or provide for such other treatment as necessary to otherwise satisfy the requirements of the Bankruptcy Code.

6.2.3 Unsecured Deficiency Claim.

Any unsecured deficiency Claim asserted by a holder of an Allowed Secured Claim in Class 2 shall be filed with the Bankruptcy Court within thirty (30) days following the date of the

abandonment or surrender of such Creditor's collateral or such Creditor's receipt of its distribution under the Plan. Any Allowed unsecured deficiency Claim shall be treated in accordance with Section 7.4 of the Plan.

6.3 Class 3: General Unsecured Convenience Claims.

The holders of Allowed General Unsecured Convenience Claims will receive either (a) payment from the Reorganized Debtors of the full amount of their Allowed General Unsecured Convenience Claims in Cash, on or as soon as reasonably practicable following the Effective Date or, if later, the Allowance Date; or (b) payment of their Allowed General Unsecured Convenience Claims upon such terms as may be agreed in writing by the Claimant and the Reorganized Debtors.

6.4 Class 7: Maintenance Claims.

With respect to each Class 7 Claim, the legal, equitable, and contractual rights to which such Claim entitles its holder shall be reinstated in full on the Effective Date. The Community Support Corporation assumes all liability for the Maintenance Claims. Holders of Maintenance Claims shall not be able to seek payment from the Trust or the Reorganized Debtors on account of such claims. Maintenance Claims shall be the sole responsibility of Community Support Corporation, which is a Participating Party under this Plan.

**SECTION VII
TREATMENT OF IMPAIRED CLASSES OF CLAIMS**

7.1 Class 4: Sexual Abuse Claims.

7.1.1 On the Effective Date, and subject to Sections 7.1.5 of the Plan, the Trust shall assume all liability for and the Trust will pay all Sexual Abuse Claims pursuant to the provisions of the Plan and Trust Documents. Subject to Section 7.1.4 of the Plan, the assumption of liability and payment of the Sexual Abuse Claims by the Trust is not a release, accord or novation of the Debtors' liability on account of the Sexual Abuse Claims; provided, however, that all of the Debtors' liability on account of the Sexual Abuse Claims shall be discharged pursuant to the provisions of Bankruptcy Code Section 1141(d), subject only to the limited exceptions to discharge set forth in Section 15.1 of this Plan. However, no Sexual Abuse Claimant shall be entitled to recover from the Reorganized Debtors' Revested Assets or assets acquired by the Reorganized Debtors after the Effective Date. As provided in Bankruptcy Code §524(e), unless otherwise provided in this Plan, such discharge shall not affect the liability of any other Person or Entity on, or the property of any other Person or Entity for, the Sexual Abuse Claims including the liability of any Non-Settling Insurer, which liability shall continue unaffected by the terms of this Plan or the discharge granted to the Debtors or the Reorganized Debtors under this Plan and Bankruptcy Code §1141(d).

7.1.2 No later than ten (10) business days after a Class 4 Claimant is notified of the amount of the final award under the Allocation Plan, the Class 4 Claimant shall elect in writing one of the following alternatives to treatment:

- a) Treatment of the Class 4 Claim as an Allocation Plan Claimant; or
- b) Treatment of the Class 4 Claim as a Sexual Abuse Litigation Claim.

7.1.3 Modification of Treatment Election:

- a) If a Class 4 Claimant does not make one of the elections in Section 7.1.2, the Class 4 Claimant irrevocably will be treated as an Allocation Plan Claimant.
- b) Upon written notice to the Trustee which is subject to the Trustee's sole and absolute discretion, a Class 4 Claimant may rescind the election to be treated as a Sexual Abuse Litigation Claimant in favor of being treated as an Allocation Plan Claimant. Notwithstanding the foregoing, the Trustee shall consent to a Class 4 Claimant's rescission if such written notice of rescission is given prior to entry of an order of dismissal or a final judgment on the Sex Abuse Claim in favor of the Debtors. Any rescission pursuant to this Section 7.1.3 shall not affect the divisions or recoveries under Sections 7.1.13 and 7.1.14.
- c) Notwithstanding Section 7.1.3(b), no later than ten (10) days after the Effective Date, a Class 4 Claimant may rescind the election to be treated as an Allocation Plan Claimant in favor of being treated as a Sexual Abuse Litigation Claimant.

7.1.4 On receipt of a distribution from the Trust, and without any further action by any party, each Allocation Plan Claimant shall be deemed to waive any Claim such Claimant could assert against the Debtors, the Reorganized Debtors or a Participating Party; provided, however, that nothing herein shall affect, limit, or modify such Allocation Plan Claimant's rights to collect any amounts due to such Claimant pursuant to the Plan and the Allocation Protocol. Nothing in this Plan shall have any effect on the rights of any Allocation Plan Claimant to assert claims against any party other than the Reorganized Debtors, a Participating Party or a Settling Insurer.

7.1.5 Allocation Plan Claimants shall have their Claims treated pursuant to the Allocation Plan, including review of such Claims by the Abuse Claim Reviewer in accordance with the Allocation Plan.

7.1.6 Under no circumstance shall the Abuse Claims Reviewer's review of a Sexual Abuse Claim have any effect on the rights of a Non-Settling Insurer.

7.1.7 Nothing in this Plan is intended to affect, diminish or impair any Abuse Claimant's rights against a Co-Defendant, including that Co-Defendant's joint and several liability for Abuse.

7.1.8 Debtors, the Reorganized Debtors 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 by either in the administration of the Allocation Plan.

7.1.9 No Class 4 Claimant may challenge the merit, validity, or amount of any Class 4 Claim. Any objection to a Class 4 Abuse Claim pending as of the Effective Date is deemed withdrawn with prejudice. The Trustee has the right to object to a Class 4 Claim. The Reorganized Debtors shall not have the right to object to a Class 4 Claim.

7.1.10 The Trustee shall establish a monetary reserve for the holders of Class 4 Claims. The amount of such reserve shall be determined by deducting certain amounts from the property received by the Trust, including (a) fees and costs of the Abuse Claim Reviewer and (b) any other deductions and/or Reserves permitted by the Plan and Trust Documents.

7.1.11 The Trustee shall establish a reserve for payment of a Claim held by a Sexual Abuse Litigation Claimant in the amount that would have been awarded to the Sex Abuse Litigation Claimant if such Claimant had elected to use the Allocation Plan. This reserve shall be the exclusive source of payment from the Trust of Sexual Abuse Litigation Claims against the Debtors and Participating Parties. For avoidance of doubt, the creation and existence of this reserve does not affect, diminish or impair a Sexual Abuse Litigation Claimant's rights to collect a judgment, including a judgment based on joint and several liability, against any Co-Defendant, the Trust, the Debtors or the Reorganized Debtors to the extent permitted by this Plan. The creation and existence of this reserve is not a settlement, release, accord or novation of the Claim of the Sexual Abuse Litigation Claimant and cannot be used by any Co-Defendant as a defense to any alleged joint liability with the Debtors or Reorganized Debtors. If the Sexual Abuse Litigation Claimant cannot obtain a final judgment or settlement of the Claim or a final judgment is entered against the Sexual Abuse Litigation Claimant finding that the Debtors do not have any liability to such Claimant on account of his Sexual Abuse Claim, the Reserve shall revert to the non-reserved assets of the Trust and the Sexual Abuse Litigation Claimant shall have no recourse against the Trustee, the Trust or the Settlement Fund. If the Sexual Abuse Litigation Claimant settles its claim against a Co-Defendant who is alleged to be jointly and severally liable, upon payment of the settlement amount the reserve shall be released for distribution to such Claimant pursuant to the Plan and Allocation Plan. If the Sexual Abuse Litigation Claimant obtains a final judgment (other than through settlement) against a Co-Defendant alleged to be jointly and severally liable and, after exhausting all remedies to collect such final judgment receives less than the amount thereof, the difference shall be paid to the Sexual Abuse Litigation Claimant from its reserve not to exceed the amount of the reserve. Any amount remaining in the Sexual Abuse Claimant's reserve after payment pursuant to the foregoing sentence shall be released to the non-reserved assets of the Trust for distribution pursuant to the Plan and the Allocation Plan.

7.1.12 The Trustee may establish one reserve for all of the reserved Sexual Abuse Litigation Claims but no Sexual Abuse Litigation Claimant shall have any interest in any portion

of the reserve in excess of the amount determined for that Sexual Abuse Litigation Claimant under the Allocation Plan.

7.1.13 Subject to Section 7.1.16 of the Plan, if an Abuse Claimant elects to be a Sexual Abuse Litigation Claimant and thereafter it or the Trust receives an Insurance Recovery for such Abuse Claim based on a Debtors' Insurance Policy, such recoveries shall be divided as follows:

- (a) Prior to Effective Date of Plan: 100% to Trust;
- (b) After Effective Date of Plan, 50% to Trust and 50% to Claimant (payments net of contingency fee and reimbursable costs);
- (c) After post-confirmation commencement of plaintiff's deposition, commencement of independent medical examination of plaintiff or plaintiff's production of documents. 25% to Trust and 75% to Claimant (payments net of contingency fee and reimbursable costs) and
- (d) Within 90 days of trial date assigned by Court: 5% to Trust and 95% to Claimant (all payments net of contingency fee and reimbursable costs).

7.1.14 Subject to Section 7.1.16 of the Plan, if an Abuse Claimant elects to be a Sexual Abuse Litigation Claimant and thereafter it or the Trust receives an Insurance Recovery for such Abuse Claim based on a Site Insurance Policy or a recovery from a defendant who is jointly and severally liable with the Debtors, such recoveries shall be divided as follows:

- (a) 5% to the Trust and 95% to the Claimant, regardless of when paid.

7.1.15 Absent a determination by the Bankruptcy Court as to whether an Insurance Policy is a Debtors' Insurance Policy or a Site Insurance Policy, the Insurance Policy will be deemed a Debtors' Insurance Policy. Notwithstanding the foregoing, the following Insurance Policies are Site Insurance Policies:

- (a) Insurance Policies provided by Pacific Indemnity Company for operations at Briscoe Memorial School;
- (b) A certain "Lloyd's Policy" for acts occurring at O'Dea High School and
- (c) Insurance Policies provided by Maryland Casualty Co. for operations at O'Dea High School.
- (d) For avoidance of doubt, the following Hanover Insurance Company Insurance Policies are Site Insurance Policies: CCL 21 40 57; CCL 22 65 95; CCL 45 96 12; U 078 87 29.

7.1.16 If the Trust advances legal fees and costs to enforce any rights and remedies under an Insurance Policy of a Non-Settling Insurer, such legal fees and costs shall be

prorated between the Trust and the Claimant alleging coverage under such Insurance Policy based on the foregoing percentages; provided that the Trust and the Claimant may agree to a proration more favorable to the Trust. Claimant is responsible for his share of the legal fees and costs regardless of whether any amount is paid by the Non Settling Insurer. Counsel of record for the Claimant in connection with such Claimant's Sexual Abuse Claims shall be liable to the Trust for the Claimant's share of the legal fees and costs. The allocation and payment of legal fees and costs among the Trust and Sexual Abuse Claimants pursuant to this Section 7.1.16 shall be determined by further order of the Bankruptcy Court. Notwithstanding anything to the contrary in sections 7.1.13 and 7.1.14 of the Plan, the proceeds of an Insurance recovery on account of any Sexual Abuse Claimant that is represented by counsel in connection with such Claimant's Sexual Abuse Claim that, upon request of the Trustee, does not advance legal fees in accordance with this Section 7.1.16 shall be split 75% to the Trust and 25% to the Claimant.

7.1.17 Neither the Trust nor Debtor/Reorganized Debtor have any obligation to take any action to enforce an Insurance Policy of a Non Settling Insurer, including any obligation to commence/prosecute any action against any Non Settling Insurer or to defend an action commenced by a Non Settling Insurer.

7.2 Class 5: Fraud Claims. A holder of an Allowed Fraud Claim will receive \$10,000 from the Trust, to be paid on the later of thirty (30) days after the (a) Effective Date or (b) entry of a Final Order on an objection to such holder's Claim determining that such holder is entitled to the treatment provided in this Section 7.2.

7.3 Class 6: Physical Abuse Claims. A holder of an Allowed Physical Abuse Claim will receive \$500 from the Trust, to be paid on the later of thirty (30) days after the (a) Effective Date or (b) entry of a Final Order on an objection to such holder's Claim determining that such holder is entitled to treatment provided in this Section 7.3.

7.4 Class 8: General Unsecured Claims. The holders of Allowed General Unsecured Claims will receive payment from the Reorganized Debtors of their Pro Rata share of the sum of \$50,000.00, to be paid as soon as reasonably practicable after all General Unsecured Claims have either been Allowed or Disallowed, but subject to the filing and allowance of Claims under Section 502(h) of the Bankruptcy Code.

7.5 Class 9: Penalty Claims. Allowed Penalty Claims, if any, will be subordinated to all other Allowed Claims and will receive no distribution under the Plan.

7.6 Class 10: Abuse Related Contingent Contribution/Reimbursement/Indemnity Claims. In accordance with Section 502(e)(1) of the Bankruptcy Code, each Abuse Related Contingent Contribution/Reimbursement/Indemnity Claim held by any Person or Entity against the Debtors shall be disallowed and will receive no distribution under the Plan.

SECTION VIII ACCEPTANCE OR REJECTION OF PLAN

8.1 Impaired Classes to Vote. Each holder of a Claim in an impaired Class shall be entitled to vote separately to accept or reject the Plan unless such Holder is deemed to accept or reject the Plan.

8.2 Acceptance by Class of Creditors. An impaired Class of holders of Claims, shall have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have voted to accept or reject the Plan.

SECTION IX TRUST

9.1 Establishment of Trust.

On the Effective Date, the Trust shall be established in accordance with the Trust Documents. The Trust Documents, including the Trust Agreement, are incorporated herein by reference.

9.2 Trust Funding.

The Trust will be funded as follows:

9.2.1 On the Effective Date the Reorganized Debtors, by wire transfer, will pay or deliver to the Trust the sum of \$13.442 million.

9.2.2 On the Effective Date, Providence Washington, by wire transfer, will pay or deliver to the Trust the sum of \$3.2 million pursuant to the Providence Washington Settlement Agreement.

9.2.3 The Reorganized Debtors, by wire transfer, will pay or deliver to the Trustee such sums received by them from any settlements of Insurance Claims since the Petition Date, other than the \$3.2 million paid by Providence Washington.

9.2.4 On the Effective Date, without any further act by any party, the Reorganized Debtors and the Committee will be deemed to have assigned to the Trustee and the Trust all Avoidance Rights (not otherwise released, time-barred, compromised, enjoined or discharged under the Plan), Third Party Derivative Claims against Entities other than Participating Parties and or any causes of action arising from or related to denials of coverage or coverage defenses raised by Non Settling Insurers. For the avoidance of any doubt, the Avoidance Rights include the adversary proceeding entitled *The Official Committee of Unsecured Creditors of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc., v. All Hallows Institute*, Adv. No. 13-08229-rdd, filed in the Bankruptcy Court.

9.2.5 At the Trustee's election as to one or more of the Properties (defined below):

- a) After the Effective Date within 3 Business Days after a request by the Trustee, the Reorganized Debtors will execute and deliver quitclaim deed(s) to the Trust for the real property and personal property located at: (a) Bishop Kearney High School, 125 Kings Highway S, Rochester, New York and (b) 1850

Broadway/Route 9W, Esopus, New York (Lower Parcel)
(collectively, the “Properties”); or

- b) The Reorganized Debtors shall market and sell the Properties in accordance with the Trustee’s sole and exclusive discretion. Net proceeds from the sale of the Properties payable to the owner of the Properties shall be delivered from any sale escrow to the Trustee.

9.2.6 Net Sales proceeds of any of the Properties received by the Debtors prior to the Effective Date shall be paid to the Trust in addition to any other funds or property transferred to the Trust.

9.2.7 On the Effective Date, without any further act by any party, the assignments of Claims and Insurance Claims described in the Plan and the proceeds of such Claims and Insurance Claims shall be deemed effective.

9.3 Reserve Accounts.

As set forth in the Trust Agreement, the Trustee shall establish Reserves for various purposes. In addition to such Reserves, the Trustee may establish Reserves for payment of future claims to the extent a Participating Party or Settling Insurer has paid on account of the treatment of such claims.

9.4 No Execution. All funds held in the Trust will remain property of the Trust until such time as the funds have actually been paid to and received by a Person or Entity entitled to receive payment pursuant to the terms of the Plan, Confirmation Order and Trust Documents. Except as expressly provided in the Plan, Confirmation Order and the Trust Documents, the Trust shall not be responsible for any Claims against the Debtors.

SECTION X LIQUIDATION AND PAYMENT OF ABUSE CLAIMS

10.1 Liquidation and Payment of Abuse Claims.

10.1.1 The Trust shall pay Abuse Claims in accordance with the terms of the Plan, Confirmation Order and Trust Documents and without regard to the Debtor against which the Abuse Claimant filed its proof of claim

10.1.2 The amount of the Trust’s distributions/reserves on account of the Abuse Claims shall not be binding upon any Non-Settling Insurer or any Co-Defendant in connection with a Co-Defendant’s liquidation of any contribution or indemnity claim. Absent their consent, Non-Settling Insurers shall only be bound by judgments obtained against the Debtors.

10.1.3 Nothing in the Trust Documents shall (i) impose any costs, directly or indirectly, upon the Estates, any Participating Party or any Settling Insurer relating to the treatment of Abuse Claims or (ii) otherwise modify the rights or obligations of the Estates, any Participating Party or Settling Insurer as otherwise set forth in the Plan.

10.1.4 The Committee does not anticipate that the Trust will have sufficient assets to pay all of the Abuse Claims in the full amount that all Abuse Claimants may be owed in the event that all Abuse Claimants liquidated their Claims pursuant to applicable non-bankruptcy law. For the avoidance of doubt, neither the Debtors' or the Participating Parties' obligations to Abuse Claimants shall be deemed to have been paid in full, nor their liability to Abuse Claimants fully satisfied, as a result of reserves for, distributions on account of or payments received by Abuse Claimants from the Trust, except as modified by the discharge provisions set forth in Section 15 of this Plan. Because Abuse Claims are being paid by the Trust without regard to whether those Claims are covered by Insurance Policies issued by Settling Insurers: (a) the Trust shall be deemed to be subrogated to the Claims of the Abuse Claimants paid by the Trust to the extent of those payments and (b) the Trust may pursue such subrogation Claim and any contribution Claim. The Trust may not bring any action against the Debtors, the Reorganized Debtors, the Province, the Participating Parties, or any Settling Insurer and/or their respective assets.

10.2 Effect of No Award On Abuse Claims.

If an Abuse Claim is denied payment pursuant to the Allocation Plan or a Sexual Abuse Litigation Claimant fails to obtain a judgment against the Debtors, the holder of such Abuse Claim will have no further rights against the Debtors, Reorganized Debtors, the Trust or Trustee relating to such Abuse Claim.

10.3 Treatment of Attorneys' Fees and Costs of Abuse Claimants.

Subject to the treatment of Qualified Counsel Fees and Qualified Counsel Costs pursuant to the Plan, the fees and expenses of attorneys representing Abuse Claimants who receive payment from the Trust will be borne by such Abuse Claimants based on applicable state law and individual arrangements made between such Abuse Claimants and their respective attorneys. The Debtors, the Reorganized Debtors, the Participating Parties, the Released Parties, the Settling Insurers, the Trust, or the Trustee will not have any liability for any fees and expenses of attorneys representing any of the Abuse Claimants except for the provisions relating to Qualified Counsel Fees and Qualified Counsel Costs, and any such Claims for fees and expenses, if any, will be Disallowed.

10.4 Treatment of Punitive Damages.

Claims for punitive or exemplary damages in connection with any of the Claims will be treated as Penalty Claims and will receive no distribution under the Plan.

10.5 Withdrawal of Abuse Claims.

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, (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) 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.

10.6 Medicare Beneficiaries. Before the Trustee will first pay an Abuse Claim to any Abuse Claimant who is a citizen or resident of the United States and whose Proof of Claim indicates that he or she was abused, in whole or in part, after December 5, 1980, counsel for that Claimant must provide the Trustee with a letter stating that:

10.6.1 if the Abuse Claimant is not a Medicare Beneficiary, counsel or an Approved Vendor has obtained documentation received within 120-days from the Social Security Administration confirming that the Abuse Claimant is not a Medicare Beneficiary, or

10.6.2 if the Abuse Claimant is a Medicare Beneficiary, counsel or an Approved Vendor has obtained a letter from Medicare Secondary Payer Recovery Contractor received within 120-days: (a) setting forth the Conditional Payment estimate made to or on behalf of the Medicare Beneficiary that is subject to reimbursement by a “primary plan,” as the phrase is defined in Section 1395y(b)(2) of the Medicare Secondary Payer Act and verifying that the Abuse Claimant’s counsel has held back in his or her trust account a sum from payment equal to the Conditional Payment estimate for the purpose of reimbursing Medicare, to be held until the Medicare Secondary Payer Recovery Contractor acknowledges that that terms for reimbursement of Medicare have been agreed, or (b) stating that no such Conditional Payment has been made to or on behalf of the Medicare Beneficiary; and

10.6.3 regardless of whether the Abuse Claimant is currently a Medicare Beneficiary, counsel has evaluated whether to set aside a sum in the Abuse Claimant counsel’s trust account for future medical expenses incurred after the date of payment hereunder that counsel anticipates may be covered by Medicare and that would be subject to reimbursement from payment hereunder, and if counsel has determined that a sum should set aside, that sum.

10.7 No Admission. Section 10.6 is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission that the Debtors, any Participating Party or any Settling Insurer are in fact “applicable plans” with the meaning of Medicare, Medicaid and SCHIP Extension Act of 2007, or that they have any legal obligation to report any actions undertaken by the Trust or contributions to the Trust under Medicare, Medicaid and SCHIP Extension Act of 2007 or any other statute or regulation.

10.8 Delay Re Failure To Comply. The failure by one or more Medicare Beneficiaries or other Abuse Claimants to comply with these provisions shall not delay or impair the payment by the Trustee to any other Medicare Beneficiary or other Abuse Claimant complying with these provisions.

10.9 Documentation by Estate of Abuse Claimant. If the Abuse Claimant is the estate of an Abuse Claimant, then the letters or documentation required pursuant to Section 10.6 need not be dated within 120 days of the date of payment by the Trustee to such Claimant.

10.10 Supplementing Exhibit 2.77 to Add to List of Participating Parties.

10.10.1 After the Effective Date and notwithstanding any present exclusionary language contained in this Plan, upon the consent of the Trustee, any Person or Entity may become a Participating Party if the Bankruptcy Court, after notice and hearing, approves an agreement between such Person or Entity and the Trustee (a “Participating Party”

Agreement”). After the Effective Date, the Trustee shall have the exclusive authority to seek approval of such a Participating Party Agreement. Upon the Bankruptcy Court’s entry of a Final Order approving such an agreement, Exhibit 2.77 will be amended by the Trustee to include such Person or Entity. For the purposes of defining a Participating Party, the Persons or Entities listed on Exhibit 2.77 shall include their respective predecessors, successors, and assigns, or their respective employees, officers, agents, attorneys and directors except as provided in the agreement.

10.10.2 Any Person or Entity becoming a Participating Party under Section 10.10 et. seq. shall have all of the rights, remedies and obligations of a Participating Party notwithstanding that such Person or Entity originally may have been excluded as a Participating Party under any provision of the Plan, including without limitation, the terms and conditions of the Channeling Injunction.

10.10.3 The Bankruptcy Court’s retained jurisdiction to approve a Participating Party Agreement under this Section shall include jurisdiction to determine the adequacy of notice of a motion to approve such a Participating Party Agreement.

10.11 Supplementing Exhibit 2.110 to Add to List of Settling Insurers.

10.11.1 After the Effective Date, upon the consent of the Trustee, a Person or Entity may become a Settling Insurer if the Bankruptcy Court, after notice and hearing, approves the agreement between the Person or Entity and the Trustee. After the Effective Date, the Trustee shall have the exclusive authority to seek approval of such agreement. Upon the Bankruptcy Court’s entry of a Final Order approving such an agreement, Exhibit 2.110 will be amended by the Trustee to include such Person or Entity.

10.11.2 Any Person or Entity becoming a Settling Insurer under Section 10.11 et. seq. shall have all of the rights, remedies and duties of a Settling Insurer notwithstanding that such Person or Entity originally may have been excluded as a Settling Insurer under any provision of the Plan. Such rights, remedies and duties shall include, but not be limited to, the terms and conditions of the Channeling Injunction.

10.11.3 The Bankruptcy Court’s retained jurisdiction to approve an agreement under this Section shall include jurisdiction to determine the adequacy of notice of a motion to approve such an agreement.

10.12 Appointment of Future Claims Representative.

10.12.1 After the Effective Date, the Bankruptcy Court, after notice and hearing, may appoint one or more future claims representatives; provided that only the Trustee may seek the appointment of one or more future claims representatives. The Bankruptcy Court’s order appointing a future claims representative shall set forth the constituency of the future claims representative.

10.12.2 After the Effective Date and subject to the Trustee’s consent, the Bankruptcy Court, after notice and hearing, may approve an agreement between a future claims representative and a Person or Entity, whereby the Person or Entity may become a Settling

Insurer or Participating Party. Under no circumstances shall the Trustee seek approval of an agreement with the future claims representative that uses any property of the Trust to fund a distribution for the benefit of future claimants. Any Person or Entity becoming a Participating Party or Settling Insurer under such an agreement shall have all of the rights, remedies and obligations of a Participating Party or Settling Insurer notwithstanding that such Person or Entity originally may have been excluded as a Participating Party or Settling Insurer under any provision of the Plan. Such rights, remedies and duties shall include, but not be limited to, the terms and conditions of the Channeling Injunction.

10.12.3 The Bankruptcy Court's jurisdiction to approve an agreement under this Section shall include jurisdiction to determine the adequacy of notice of a motion to appoint a future claims representative and to approve an agreement with the future claims representative.

SECTION XI INSURANCE MATTERS

11.1 Transfer of Insurance Rights.

On the Effective Date, and without any further action by any party, the Debtors, the Reorganized Debtors, and each of the Participating Parties will be deemed to have assigned to the Trust the Debtors', the Reorganized Debtors', and the Participating Parties' rights to all Insurance Claims and Insurance Recoveries against the Non-Settling Insurers. The foregoing transfer shall be effective to the maximum extent permissible under applicable law and the terms of the Insurance Policies and shall not be construed: (a) as an assignment of the Insurance Policies or (b) to entitle any person or entity to Insurance Coverage other than those persons or entities entitled to such coverage under the terms of the Insurance Policies. The determination of whether the assignment of Insurance Claims provided for in Section 11.1 is valid, and does not defeat or impair the Insurance Coverage shall be made by the Bankruptcy Court at the Confirmation Hearing. If a party in interest fails to timely file an objection to the proposed assignment by the deadline for filing objections to confirmation of this Plan, that party in interest shall be deemed to have irrevocably consented to the assignment and will be forever barred from asserting that the assignment in any way affects the ability of the Trust to pursue Insurance Claims and Insurance Recoveries, or either of them, from the Non-Settling Insurers, and each of them, or Insurance Coverage. In the event that the Bankruptcy Court determines that the assignment of the Insurance Claims and Insurance Recoveries is valid and does not defeat or impair the Insurance Coverage, following the Effective Date, the Trust shall assume responsibility for, and be bound by, all of the obligations of the Debtors and Participating Parties under the Insurance Policies; provided, however, that the Trust's assumption of such responsibility shall not relieve the Debtors, the Reorganized Debtors or the Participating Parties from any obligation that such entities may have under the Insurance Policies. Nothing contained in Section 11.1 shall affect the rights and remedies of a Person or Entity who is not a Participating Party but is a co-insured with the Debtors or is asserting rights under an Insurance Policy.

11.2 Appointment of Trustee as Estate Representative to Enforce Insurance Rights and Obtain Insurance Recoveries.

Pursuant to the provisions of Section 1123(b)(3)(B) of the Bankruptcy Code, the Trustee is hereby appointed as the representative of the Debtors' estate for the purpose of retaining and enforcing the Debtors' and the Debtors' Estates' Insurance Coverage and for Insurance Claims with respect to the Abuse Claims against the Debtors. The determination of whether the appointment of the Trust as the Debtors' and the Debtors' Estates' representative provided for in Section 11.2 is valid and does not defeat or impair the Insurance Coverage, shall be made by the Bankruptcy Court at the Confirmation Hearing. If a party in interest fails to timely file an objection to the proposed appointment by the deadline for filing objections to confirmation of this Plan, that party in interest shall be deemed to have irrevocably consented to the appointment and will be forever barred from asserting that the appointment in any way affects the ability of the Trust to pursue Insurance Claims and Insurance Recoveries, or either of them, from the Non-Settling Insurers, and each of them, or Insurance Coverage. In the event that the Bankruptcy Court determines that the appointment is valid and does not defeat or impair the Insurance Coverage, following the Effective Date, the Trust shall assume responsibility for, and be bound by, all of the obligations of the Debtors and Participating Parties under the Insurance Policies; provided, however, that the Trust's appointment shall not relieve the Debtors, the Reorganized Debtors or the Participating Parties from any obligation that such entities may have under the Insurance Policies. Nothing contained in Section 11.2 shall affect the rights and remedies of a Person or Entity who is not a Participating Party but is a co-insured with the Debtors or is asserting rights under an Insurance Policy.

11.3 Consequences of Determination That Assignment or Appointment is Invalid.

The determination of whether the assignment of Insurance Claims provided for in Section 11.1 is valid, and does not defeat or impair the Insurance Coverage or that the appointment of the Trust as the Debtors' and the Debtors' Estates' representative provided for in Section 11.2, is valid and does not defeat or impair the Insurance Coverage, shall be made by the Bankruptcy Court at the Confirmation Hearing. In the event that a Final Order is entered holding that the assignment of Insurance Claims provided for in Section 11.1, or that the appointment of the Trust as the Debtors' and the Debtors' Estates' representative provided for in Section 11.2, is invalid or would defeat or impair the Insurance Coverage with respect to an Insurance Policy, as to such Insurance Policy, the assignment and/or appointment, as the case may be, will be deemed not to have been made. If the assignment and/or appointment is not deemed to have been made, the Debtors, the Reorganized Debtors, and each of the Participating Parties will retain the Insurance Claims under such Insurance Policy.

11.3.1 At the request of the Trust, the Reorganized Debtors and the Participating Parties will assert their Insurance Claims to the extent requested by the Trust against any Non-Settling Insurer. All Insurance Recoveries by the Reorganized Debtors and the Participating Parties will be paid to the Trust. The Reorganized Debtors and Participating Parties will select and retain counsel to pursue their Insurance Claims pursuant to this Section 11.3, subject to the Trustee's approval, which approval shall not be unreasonably withheld

11.3.2 Notwithstanding the terms of Sections 11.1 through and including 11.3.1, the division of Insurance Recoveries under Sections 7.1.13 and 7.1.14 are binding on the Trust.

11.3.3 The Reorganized Debtors agree to cooperate with the Trust with respect to the Insurance Claims. The Reorganized Debtors will provide the Trustee and its counsel with all discovery requests, pleadings, moving documents and other papers which the Reorganized Debtors intend to make or file with respect to the Insurance or Claims and any related counterclaims against the Non-Settling Insurers prior to making such requests or filing. The Reorganized Debtors agrees to keep the Trustee advised of any settlement discussions regarding any litigation against a Non-Settling Insurer and will involve the Trust's counsel in all settlement discussions where offers or counter-offers are presented.

11.3.4 The Trust shall pay the reasonable attorneys' fees, costs and expenses allowed by the Bankruptcy Court that are incurred by the Reorganized Debtors in pursuing their Insurance Claims pursuant to this Section 11.3.

11.3.5 The Trust shall, in addition to reasonable attorneys' fees, costs and expenses provided for in Section 11.3.3, reimburse the Reorganized Debtors for any reasonable out of pocket costs and expenses they incur as a direct consequence of pursuing such Insurance Claims, but will not compensate the Reorganized Debtors for any time any of their employees expend. Upon receipt by the Reorganized Debtors, all Insurance Recoveries received by the Reorganized Debtors on account of such Insurance Claims shall be deemed to be held in trust for the benefit of the Trust and shall be remitted by the Reorganized Debtors to the Trust as soon as practicable following the Reorganized Debtors' receipt of such Insurance Recoveries.

11.4 Preservation of Insurance Rights.

Nothing in this Plan shall be construed to impair or diminish in any way any Non-Settling Insurers obligations under any Insurance Policy. No provision of this Plan shall impair or diminish any Non-Settling Insurer's legal, equitable, or contractual obligations relating to the Insurance Policies issued by the Non-Settling Insurers or the Insurance Claims against the Non-Settling Insurers in any respect. In the event that any court determines that any provision of this Plan impairs or diminishes any Non-Settling Insurer's obligations with respect to the Insurance Claims or Insurance Recoveries, such provision of this Plan shall be given effect only to the extent that it shall not cause such impairment or diminishment.

11.5 Post-Judgment Actions Against Non-Settling Insurers.

In the event that the Trust or any Abuse Claimant obtains a judgment against the Reorganized Debtors, the Reorganized Debtors will cooperate with the Trust or Abuse Claimant in the pursuit of any action brought by the Trust or Abuse Claimant against a Non-Settling Insurer that the Trust contends provides Insurance Coverage for such judgment. Reorganized Debtors agree that they will provide the Trust or Abuse Claimant with any non-privileged and relevant documents and information reasonably requested by the Trust or Abuse Claimant in pursuit of such an action. The Trust agrees that it will reimburse the Reorganized Debtors for any reasonable out of pocket costs they incur, including attorneys' fees, as a direct consequence of such cooperation, but will not compensate the Reorganized Debtors for any time any of their employees expend.

11.6 Settlement with Non-Settling Insurers.

Following the Effective Date, the Reorganized Debtors shall not enter into a settlement agreement affecting any Insurance Policy or Insurance Policies with any Non-Settling Insurer without the express written consent of the Trust, which consent may be granted or withheld at the Trust's sole and absolute discretion. Following the Effective Date, the Reorganized Debtors authorize the Trust to exclusively act on their behalf to negotiate a settlement with any Non-Settling Insurer on account of such Insurance Claims. Such settlements may provide for the Non-Settling Insurer to become a Settling Insurer.

11.7 Cooperation with Non-Settling Insurer in Defense of Claims.

Without limiting its obligations pursuant to Section 11.1, in the event that the Trust or any Abuse Claimant prosecutes an action against the Reorganized Debtors, the Reorganized Debtors will cooperate, in accordance with the terms of any applicable Insurance Policy, with a Non-Settling Insurer that is providing a defense to such a Claim. The Trust agrees that it will reimburse the Reorganized Debtors for any reasonable out of pocket costs, including attorneys' fees, they incur as a direct consequence of such cooperation, but will not compensate the Reorganized Debtors for any time any of their employees expend.

11.8 Insurance Neutrality.

Other than as expressly provided in this Section XI, no provision of this Plan shall diminish or impair the right of any Insurer to assert any defense to any Insurance Claim. The fact that the Trust is liquidating and paying/reserving monies on account of the Abuse Claims shall not be construed in any way to diminish any obligation of any Insurer under any Insurance Policy to provide Insurance Coverage to the Debtors, the Debtors' Estates or the Reorganized Debtors for Abuse Claims. The duties and obligations, if any, of the Non-Settling Insurers under each Non-Settling Insurer's Insurance Policy shall not be impaired, altered, reduced or diminished by: (a) the discharge granted to the Debtors under the Plan pursuant to Section 1141(d) of the Bankruptcy Code, (b) the exonerations, exculpations and releases contained in the Plan or (c) the Channeling Injunction.

SECTION XII MEANS FOR IMPLEMENTATION OF THE PLAN

12.1 Debtors' Funding of Plan.

On or before the Effective Date, Cash in the total amount of not less than \$16.5 million in the aggregate shall be contributed by wire transfer to the Trust by or on behalf of the Debtors and Providence Washington

12.2 Participating Party or Settling Insurer Settlement Contribution.

On or before the Effective Date, contributions to the Trust by or on behalf of a Participating Party or Settling Insurer shall be contributed by wire transfer to the Trust.

12.3 Providence Washington Settlement Agreement.

Pursuant to Sections 363(f), 1123(a)(5)(D) and 1123(b)(3) of the Bankruptcy Code, the provisions of the “Settlement Agreement, Release and Policy Buyback” between The Christian Brothers’ Institute and Providence Washington is a compromise of claims between the parties thereto as well as a sale and buy back by Providence Washington of certain insurance rights and policies free and clear of any and all liens, claims and interests, all as set forth therein. Nothing herein is intended to affect any prior orders of the Bankruptcy Court approving the Providence Washington Settlement Agreement or any rights, duties or remedies contemplated therein. For the avoidance of any doubt, Providence Washington is a Settling Insurer.

12.4 Debtors Waiver and Release of Estates’ Causes of Action Against Participating Parties and Settling Insurers.

In consideration of the contributions and other consideration to be provided by each Participating Party and Settling Insurer, the Debtors irrevocably and unconditionally, without limitation, shall release, acquit, and forever discharge such Participating Party and Settling Insurer from any and all Causes of Action of the Estates against any Participating Party or Settling Insurer, or the property thereof, such release to be effective upon the Effective Date.

12.5 Additional Documentation; Non-Material Modifications.

From and after the Effective Date, the Trustee, the Reorganized Debtors, and the Participating Parties shall be authorized to enter into, execute, adopt, deliver and/or implement all contracts, leases, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements contained in this Plan without further Order of the Bankruptcy Court. Additionally, the Trustee, the Reorganized Debtors, and the Participating Parties may make technical and/or immaterial alterations, amendments, modifications or supplements to the terms of any settlement contained in this Section XII, subject to Bankruptcy Court approval, provided that the amendment or modification does not materially and adversely change the treatment of any holder of a Class 4 Claim without the prior written agreement of such holder. 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 12.5, 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 12.5 shall constitute an Order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

12.6 Non-Settling Insurers Unaffected.

For the avoidance of doubt, the rights and obligations of Non-Settling Insurers and Co-Defendants shall be unaffected by this Section XII.

12.7 Closing.

Closing will be conducted in the New York offices of Pachulski Stang Ziehl & Jones LLP, or at such other location designated by the Committee, as soon as reasonably practicable following the Effective Date for the purpose of the Reorganized Debtors, and the Participating Parties executing and delivering the Plan Documents and completing those actions necessary for the Reorganized Debtors and the Participating Parties to establish and fund the Trust and make

other distributions required to be made upon, or promptly following, the Effective Date. As soon as practicable after conditions set forth in Section 14.1 have been satisfied or waived in accordance with Section 14.2, the Reorganized Debtors shall file notice of the Closing and the occurrence of the Effective Date.

12.8 Obligations of the Reorganized Debtors and Participating Parties.

The Reorganized Debtors and the Participating Parties will:

- a) In the exercise of their respective business judgment, review all Claims filed against the Estate except for Abuse Claims and, if advisable, object to such Claims;
- b) After the Effective Date, not object to any Abuse Claims. Notwithstanding the foregoing, the Reorganized Debtors may provide the Abuse Claims Reviewer with information regarding Sexual Abuse Claims.
- c) In the exercise of the Debtors' business judgment, investigate, prosecute, settle, or dismiss all Causes of Action that are not otherwise resolved under this Plan. Unless otherwise provided in this Plan, the Reorganized Debtors will be entitled to receive recoveries from Causes of Action and Insurance Policies other than Insurance Policies and Insurance Recoveries assigned to the Trust;
- d) Notwithstanding anything to the contrary in this Plan, honor the Debtors' obligations under the Insurance Policies issued by the Non-Settling Insurers and under applicable non-bankruptcy law, with the Reorganized Debtors' attorneys' fees, costs and expenses incurred in doing so, if any, to be paid by the Non-Settling Insurers and/or the Trust, as provided under the Insurance Policies, this Plan, or the Trust Documents, as applicable;
- e) Honor the Debtors' obligations arising under any settlement agreement between the Debtors and any Participating Party that has been approved by the Bankruptcy Court; and,
- f) Perform all of their obligations under this Plan and Plan Documents, in each case, as and when the same become due or are to be performed.

12.9 Objections to Claims.

Objections to a Claim (except for Abuse Claims) as to which no objection is pending as of the Effective Date, must be filed by the Claims Objection Bar Date. Any objections to Claims by the Reorganized Debtors will be filed and served not later than sixty (60) days after the later

of (i) the Effective Date or (ii) the date such Claim is filed, provided that the Reorganized Debtors may request (and the Bankruptcy Court may grant) extensions of such deadline, or of any Bankruptcy Court approved extensions thereof, by Filing a motion with the Bankruptcy Court without any requirement to provide notice to any Person, based upon a reasonable exercise of the Reorganized Debtors' business judgment. A motion seeking to extend the deadline to object to any Claim shall not be deemed an amendment to the Plan. No party in interest other than the Trustee may object to an Abuse Claim.

12.10 Provisions Governing Distributions.

12.10.1 Distribution Only to Holders of Allowed Claims

Except as otherwise provided in the Plan, distributions under this Plan and the Plan Documents will be made only to the holders of Allowed Claims and in the case of Abuse Claims, pursuant only to the Plan and the Trust Documents. Until a Disputed Claim becomes an Allowed Claim, the holder of that Disputed Claim will not receive any distribution otherwise provided to the Claimants under this Plan or the Plan Documents. If necessary in determining the amount of a Pro Rata distribution due to the holders of Allowed Claims in any class, the Reorganized Debtors or the Trustee, as applicable, will make the Pro Rata calculation as if all Unresolved Claims were Allowed Claims in the full amount Claimed or in the Estimated Amount. When an Unresolved Claim in any class becomes an Allowed Claim, the Reorganized Debtors or the Trustee, as applicable, will make full or partial distributions, as applicable, with respect to such Allowed Claim, net of any setoff contemplated by the order, if any, allowing such Claim and/or any required withholding of applicable federal and state taxes.

12.10.2 Transmittal of Distributions

Except as otherwise provided in this Plan, in the Plan Documents, or in an order of the Bankruptcy Court, distributions to be made under this Plan, Confirmation Order or Trust Documents to Abuse Claimants will be made by the Trustee and distributions to all other Claimants will be made by the Reorganized Debtors. Distributions to Abuse Claimants will be made (a) to the client trust account for attorneys of record of Abuse Claimants, (b) if the Abuse Claimant does not have an attorney of record, to the latest mailing address set forth in a proof of claim filed with the Claims Agent or the Bankruptcy Court by or on behalf of such Claimant, or to such other address as may be provided to the Reorganized Debtors or Trustee, as applicable, by such Claimant in writing, or (c) if no such proof of claim has been filed and no written notice setting forth a mailing address is provided by or on behalf of such Claimant to the Reorganized Debtors or Trustee, as applicable, to the mailing address set forth in the schedules filed by the Debtors in these Cases. Distributions to other Claimants will be made by wire or first class United States mail, postage prepaid, (a) to the client trust account for attorneys of record of the Claimant, (b) if the Claimant does not have an attorney of record, to the latest mailing address set forth in a proof of claim filed with the Claims Agent or the Bankruptcy Court by or on behalf of such Claimant, or to such other address as may be provided to the Reorganized Debtors, as applicable, by such Claimant in writing, or (c) if no such proof of claim has been filed and no written notice setting forth a mailing address is provided by or on behalf of such Claimant to the Reorganized Debtors, to the mailing address set forth in the schedules filed by the Debtors in these Cases. If a Claimant's distribution is not mailed or is returned to the Reorganized Debtors

or Trustee because of the absence of a proper mailing address, the Reorganized Debtors or Trustee, as the case may be, shall make a reasonable effort to locate or ascertain the correct mailing address for such Claimant from information generally available to the public and from such party's own records, but shall not be liable to such Claimant for having failed to find a correct mailing address. The Trustee shall have no liability to an Abuse Claimant on account of distributions made to the client trust account of an Abuse Claimant's attorney.

12.10.3 Timing of Distributions

Unless otherwise agreed by the Reorganized Debtors or Trustee, as applicable, and the recipient of a distribution under this Plan or the Plan Documents, whenever any payment to be made is due on a day other than a Business Day, such payment will instead be made on the next Business Day, with interest to the extent expressly contemplated by this Plan or any applicable agreement or instrument.

Any Claimant that is otherwise entitled to an undeliverable Distribution and that does not, within thirty (30) days after a Distribution is returned to the Trustee as undeliverable, or is deemed to be an undeliverable Distribution, provide the Trustee with a written notice asserting its claim to that undeliverable Distribution and setting forth a current, deliverable address will be deemed to waive any claim to such undeliverable Distribution and will be forever barred from receiving such undeliverable Distribution or asserting any Claim against the Reorganized Debtors, the Trust, the Trustee or their property. Any undeliverable Distributions that are not claimed under this Section will become available to distribute to other Claimants or be retained by the Reorganized Debtors in accordance with the Plan. Nothing in the Plan requires the Reorganized Debtors, the Trust or the Trustee to attempt to locate any Claimant whose Distribution is undeliverable.

12.10.4 If an instrument delivered as a Distribution to a Claimant is not negotiated within one hundred and twenty (120) days after such instrument was sent to the Claimant, then the instrument shall be null and void, the Claimant shall be deemed to have waived such Distribution, and it shall become cash available to the Trustee for any Trust purpose or the Reorganized Debtors, as the case may be.

12.10.5 Form of Distributions

Unless otherwise agreed by the Reorganized Debtors or Trustee, as applicable, and the recipient of a distribution under this Plan or the Plan Documents, all distributions will be made, at the option of the Reorganized Debtors or Trustee, by a check by first class mail, postage prepaid or wire transfer.

12.10.6 No Professional Fees or Expenses

No professional fees or expenses incurred by a Claimant will be paid by the Debtors, the Reorganized Debtors, or the Trustee with respect to any Claim except as specified in this Plan or the Trust Documents.

12.11 Reservation of Rights to Object to Claims Other Than 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 Debtors shall be deemed to have a reservation of any and all rights, interests and objections of the Debtors, or the Estates 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 (but not Abuse Claims), whether under the Bankruptcy Code, other applicable law or contract. The Debtors' failure to object to any Claim in the Chapter 11 Cases shall be without prejudice to the Reorganized Debtors' rights 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.

12.12 Service of Objections.

An objection to a Claim shall be deemed properly served on the holder of such Claim if the objector effects service by any of the following methods: (i) in accordance with Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (ii) to the extent counsel for such holder is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto; or (iii) by first class mail, postage prepaid, on any counsel that has appeared on the behalf of such holder in the Chapter 11 Cases.

12.13 Determination of Claims.

From and after the Effective Date, any Claim (except for Abuse Claims) as to which a Proof of Claim or motion or request for payment was timely filed in the Chapter 11 Cases 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 and 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 Debtors, the Reorganized Debtors, 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 Debtors or the Reorganized Debtors 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. Notwithstanding the foregoing, no party in interest other than the Trustee may object to an Abuse Claim.

12.14 No Distributions Pending Allowance.

No payments or distributions will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or

have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim; provided, however, that in the event that only a portion of such Claim is an Allowed Claim, the Reorganized Debtors may, in their discretion, make a distribution on account of the portion of such Claim that is an Allowed Claim.

12.15 Claim Estimation.

In order to effectuate distributions pursuant to the Plan and avoid undue delay in the administration of the Chapter 11 Cases, the Debtors (if prior to the Effective Date) and the Reorganized Debtors (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 § 502(c) of the Bankruptcy Code, estimating or limiting, on account of a Disputed Claim, 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 (i) whether such Claims are subject to estimation pursuant to § 502(c) of the Bankruptcy Code and (ii) the timing and procedures for such estimation proceedings, if any, such matters being beyond the scope of the Plan. Notwithstanding the foregoing, no party in interest except the Trustee may seek to estimate an Abuse Claim.

12.16 Timing of Distributions S/A/P Claims.

On the Effective Date, the Reorganized Debtors shall establish the S/A/P Claims Reserve for all Disputed S/A/P Claims and Allowed S/A/P Claims not paid prior to the Effective Date. As soon as practicable after (and to the extent) that a Disputed S/A/P Claim becomes an Allowed S/A/P Claim, the Reorganized Debtors shall make a payment from the S/A/P Claims Reserve to the holder of such Claim in the Allowed amount of such Claim. After (and to the extent) a Disputed S/A/P Claim is determined not to be an Allowed S/A/P Claim, the portion of the S/A/P Claims Reserve reserved for such Claim shall be released from the S/A/P Claims Reserve and distributed or retained by the Reorganized Debtors, as applicable, pursuant to the terms of the Plan.

12.17 Setoffs.

The Reorganized Debtors may, to the extent permitted under applicable law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, the Claims, rights and Causes of Action of any nature that the Reorganized Debtors may hold against the holder of such Allowed Claim that are not otherwise waived, released or compromised in accordance with the Plan; provided, however, that neither such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtors of any such Claims, rights and Causes of Action that the Reorganized Debtors possesses against such holder.

12.18 No Interest on Claims.

Unless otherwise specifically provided for in the Plan, the Confirmation Order, or a postpetition agreement in writing between the Debtor and a holder of a Claim and approved by

an Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claim, and no holder of a Claim shall 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 Plan 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.

12.19 Withholding Taxes.

The Reorganized Debtors 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 Debtors 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.

12.20 Closing of the Cases.

As soon as practicable after the Effective Date, when the Reorganized Debtors deem appropriate, the Reorganized Debtors will seek authority from the Bankruptcy Court to close the Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules; provided, however, that entry of a final decree closing the Cases shall, whether or not specified therein, be without prejudice to the right of the Reorganized Debtors, the Trustee, or any other party in interest to reopen the Cases for any matter over which the Bankruptcy Court or the U.S. District Court for the Southern District of New York has retained jurisdiction under this Plan. Any order closing these Cases will provide that the Bankruptcy Court or the U.S. District Court for the Southern District of New York, as appropriate, will retain (a) jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other orders entered in these Cases, and the obligations created by this Plan and the Plan Documents; and (b) all other jurisdiction and authority granted to it under this Plan and the Plan Documents.

12.21 No De Minimis Distributions.

Notwithstanding anything to the contrary in this Plan, no cash payment of less than \$100 will be made by the Reorganized Debtors or the Trustee to any Holder of an Allowed Claim. No consideration will be provided in lieu of the *de minimis* distributions that are not made under this Section. Allowed Claims that are entitled to a Pro Rata distribution of less than \$100 shall continue to accrue until such time as the Pro Rata distribution on account of such Claim will be \$100 or more.

12.22 Manner of Cash Payments.

Cash payments to domestic Claimants will be denominated in U.S. dollars and will be made by checks drawn on a domestic bank selected by the Trustee or, at the Trustee's option, by wire transfer from a domestic bank. Cash payments to foreign Claimants may be paid, at the Trustee's option, either in the same manner as payments to domestic entities or in any funds and by any means that are necessary or customary in the particular foreign jurisdiction.

SECTION XIII LITIGATION

13.1 Preservation of Causes of Action.

The Trustee, on behalf of the Trust, shall retain and exclusively enforce the Trust's Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal, including, without limitation, a bankruptcy court adversary proceeding filed in these Cases. The Trustee, on behalf of the Trust, shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such Causes of Action, subject to the requirement of obtaining Bankruptcy Court approval. To the extent the Committee is the named plaintiff in any Cause of Action vested in the Trust, the Trustee may be substituted as the named plaintiff without additional notice to the parties in such Cause of Action.

13.1.1 The Reorganized Debtors shall retain and exclusively enforce the Debtors' Causes of Action (but not the Trust's Causes of Action), whether arising before or after the Petition Date, in any court or other tribunal, including, without limitation, a bankruptcy court adversary proceeding filed in these Cases. The Reorganized Debtors shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such Causes of Action, without obtaining Bankruptcy Court approval.

13.1.2 Except for Abuse Claimants, any person to whom the Debtors have incurred an obligation (whether on account of the provision of goods, services or otherwise), or who has received goods or services from the Debtors or a transfer of money or property of the Debtors, or who has transacted business with the Debtors, or leased equipment or property from the Debtors should assume that such obligation, transfer, or transaction may be reviewed by the Reorganized Debtor, subsequent to the Effective Date and may, if appropriate, be the subject of an action after the Effective Date, regardless of whether (i) such Person or entity has filed a proof of Claim against the Debtors in these Cases; (ii) such Person's or entity's proof of claim has been objected to; (iii) such Person's or entity's Claim was included in the Schedules; or (iv) such Person's or entity's scheduled Claims have been objected to or have been identified as disputed, contingent, or unliquidated.

SECTION XIV CONDITIONS PRECEDENT

14.1 Conditions to Effectiveness.

The Effective Date will occur when each of the following conditions have been satisfied or waived in accordance with Section 14.2 of this Plan:

- a) The Bankruptcy Court shall have entered a Final Order or Final Orders approving all settlement agreements involving the Participating Parties (for agreements executed prior to the Confirmation Date) and any appropriate judgments consistent therewith, in form and substance reasonably acceptable to each of those parties, and no stay of such Orders shall be in effect;

- b) the Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Reorganized Debtors, the Committee, the Participating Parties and Providence Washington and no stay of such Order shall be in effect
- c) The Trustee and Reorganized Debtors have signed the Trust Agreement and
- d) The Debtors and Participating Parties have made the transfers to the Trust described in Section 9.2 of the Plan.

14.2 Waiver of Conditions. Any condition set forth in Section 14.1 of this Plan may be waived by the mutual written consent of the Proponents, the Participating Parties and Providence Washington.

14.3 Non-Occurrence of Effective Date. Subject to further order of the Bankruptcy Court, in the event that the Effective Date does not occur within ninety (90) days of entry of a Final Order confirming the Plan, the Plan shall become null and void. A statement shall be filed with the Court within three (3) Business Days after either the Effective Date or the occurrence of any event that renders the Plan null and void.

SECTION XV EFFECTS OF PLAN CONFIRMATION AND DISCHARGE

15.1 Discharge.

Subject only to Sections 15.1, 15.1.1, 15.1.2, 15.2, 15.3 and 15.4 of the Plan, on the Effective Date, pursuant to Section 1141(d) of the Bankruptcy Code, the Debtors and the Reorganized Debtors will be discharged from all liability for any and all Claims and Debts, known or unknown, whether or not giving rise to a right to payment or an equitable remedy, that arose, directly or indirectly, from any action, inaction, event, conduct, circumstance, happening, occurrence, agreement, or obligation of the Debtors, or the Debtors' Representatives before the Confirmation Date, or that otherwise arose before the Confirmation Date, including all interest, if any, on any such Claims and Debts, whether such interest accrued before or after the date of commencement of these Cases, and including all Claims and Debts based upon or arising out of Sexual Abuse, Physical Abuse, and Fraud Claims and from any liability of the kind specified in Sections 502(g), 502(h), and 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim is filed or is deemed filed under Section 501 of the Bankruptcy Code; (b) such Claim is Allowed under this Plan; or (c) the holder of such Claim has accepted this Plan. Nothing contained in this paragraph shall affect, impair or diminish the Debtors' indemnification obligations under the Providence Washington Settlement Agreement, which obligations are excepted from the Debtors' discharge.

15.1.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, NOTHING CONTAINED IN THIS PLAN SHALL CONSTITUTE A RELEASE OF ANY ABUSE CLAIM AGAINST (A) THE DEBTORS; (B) PERSON OR PERSONS HAVING PERSONALLY COMMITTED AN ACT OR ACTS OF ABUSE; (C) THE

CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF ITS PREDECESSORS; (D) THE CONGREGATIONAL OR PROVINCIAL LEADERSHIP TEAMS (AND ANY MEMBER THEREOF) OF THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF THEIR (I.E. THE CONGREGATIONAL OR PROVINCIAL LEADERSHIP TEAMS) PREDECESSORS: (E) A SUCCESSOR OR PREDECESSOR OF THE DEBTORS TO THE EXTENT OF SUCH SUCCESSOR'S OR PREDECESSOR'S INDEPENDENT LIABILITY FOR AN ACT OR ACTS OF ABUSE; (F) THE CHRISTIAN BROTHERS SCHOOLS; AND (G) THE HOLY SEE. . FOR AVOIDANCE OF DOUBT, EXCEPT AS REQUIRED BY THE INSURANCE POLICIES OF NON SETTling INSURERS, THE DEBTORS MAY ELECT NOT TO DEFEND ANY SEXUAL ABUSE LITIGATION WHICH IS AUTHORIZED TO BE PROSECUTED AGAINST THE DEBTORS PURSUANT TO THIS PLAN AND NO JUDGMENT OBTAINED AGAINST THE DEBTORS IN SUCH SEXUAL ABUSE LITIGATION CAN BE EXECUTED AGAINST THE REVESTED ASSETS OR FROM ANY ASSETS ACQUIRED BY THE REORGANIZED DEBTORS SUBSEQUENT TO THE EFFECTIVE DATE.

15.1.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, NOTHING CONTAINED IN THIS PLAN SHALL CONSTITUTE AN INJUNCTION AGAINST PROSECUTION OF A SEXUAL ABUSE CLAIM AGAINST (A) THE DEBTORS; (B) PERSON OR PERSONS HAVING PERSONALLY COMMITTED AN ACT OR ACTS OF ABUSE; (C) THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF ITS PREDECESSORS; (D) THE CONGREGATIONAL OR PROVINCIAL LEADERSHIP TEAMS (AND ANY MEMBER THEREOF) OF THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF THEIR (I.E. THE CONGREGATIONAL OR PROVINCIAL LEADERSHIP TEAMS) PREDECESSORS: (E) A SUCCESSOR OR PREDECESSOR OF THE DEBTORS TO THE EXTENT OF SUCH SUCCESSOR'S OR PREDECESSOR'S INDEPENDENT LIABILITY FOR AN ACT OR ACTS OF ABUSE; (F) THE CHRISTIAN BROTHERS SCHOOLS; AND (G) THE HOLY SEE. FOR AVOIDANCE OF DOUBT, EXCEPT AS REQUIRED BY THE INSURANCE POLICIES OF NON SETTling INSURERS, THE DEBTORS MAY ELECT NOT TO DEFEND ANY SEXUAL ABUSE LITIGATION WHICH IS AUTHORIZED TO BE PROSECUTED AGAINST THE DEBTORS PURSUANT TO THIS PLAN AND NO JUDGMENT OBTAINED AGAINST THE DEBTORS IN SUCH SEXUAL ABUSE LITIGATION CAN BE EXECUTED AGAINST THE REVESTED ASSETS OR FROM ANY ASSETS ACQUIRED BY THE REORGANIZED DEBTORS SUBSEQUENT TO THE EFFECTIVE DATE.

15.2 SCOPE OF DISCHARGE.

SECTION 15.1 OF THIS PLAN DOES NOT APPLY TO (A) THE OBLIGATIONS OF ANY NON-SETTLING INSURERS FOR ANY CLAIMS; (B) THE OBLIGATIONS ARISING UNDER ANY SETTLEMENT AGREEMENT BETWEEN THE DEBTORS, ANY PARTICIPATING PARTY OR ANY SETTling INSURER APPROVED BY THE BANKRUPTCY COURT (INCLUDING THE DEBTORS' INDEMNIFICATION OBLIGATIONS, IF ANY), WHICH ARE NOT AND WILL NOT BE DISCHARGED; (C) THE PERFORMANCE BY THE REORGANIZED DEBTORS OF ANY AND ALL

OBLIGATIONS DUE TO THE NON-SETTLING INSURERS UNDER THEIR INSURANCE POLICIES WITH RESPECT TO ANY ABUSE CLAIM; (D) A PERSON OR PERSONS HAVING PERSONALLY COMMITTED AN ACT OR ACTS OF ABUSE RESULTING IN A CLAIM AGAINST THE DEBTORS, A PARTICIPATING PARTY OR A SETTLING INSURER; (E) THE CONGREGATIONAL LEADERSHIP TEAMS (AND ANY MEMBER THEREOF) OF THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF ITS PREDECESSORS OR SUCCESSORS; (F) A SUCCESSOR OR PREDECESSOR OF THE DEBTORS TO THE EXTENT OF SUCH SUCCESSOR'S OR PREDECESSOR'S INDEPENDENT LIABILITY FOR AN ACT OR ACTS OF ABUSE; (G) THE CHRISTIAN BROTHERS SCHOOLS AND (H) THE HOLY SEE.

15.3 EFFECT ON PROVINCE, CHRISTIAN BROTHERS COMMUNITIES OR PROVINCIAL LEADERSHIP TEAM.

ON THE EFFECTIVE DATE, NONE OF THE ABUSE CLAIMS AGAINST THE PROVINCE, CHRISTIAN BROTHERS COMMUNITIES WITHIN THE PROVINCE OR THE PROVINCIAL LEADERSHIP TEAM (OR ANY OF ITS PREDECESSORS OR SUCCESSORS) SHALL BE AFFECTED BY THE PLAN, THE CONFIRMATION ORDER OR THE TRUST DOCUMENTS; EXCEPT THAT ANY ABUSE CLAIMANT OBTAINING A JUDGMENT AGAINST THE PROVINCE, CHRISTIAN BROTHERS COMMUNITIES WITHIN THE PROVINCE OR THE PROVINCIAL LEADERSHIP TEAM (OR ANY OF ITS PREDECESSORS OR SUCCESSORS) MAY RECOVER ONLY FROM INSURANCE POLICIES OF A NON-SETTLING INSURER AND NOT FROM THE REVESTED ASSETS OR ANY ASSETS ACQUIRED BY THE REORGANIZED DEBTORS AFTER THE EFFECTIVE DATE.

15.4 POSTPETITION ABUSE CLAIMS.

EXCEPT TO THE EXTENT PROVIDED FOR IN A SETTLEMENT AGREEMENT WITH A PARTICIPATING PARTY OR A SETTLING INSURER, ABUSE CLAIMS ARISING OR OCCURRING AFTER THE PETITION DATE WILL NOT BE DISCHARGED, RELEASED OR IMPAIRED. FOR THE AVOIDANCE OF ANY DOUBT, ABUSE CLAIMS ARISING OR OCCURRING AFTER THE PETITION DATE AGAINST THE DEBTORS, PROVINCE, CHRISTIAN BROTHERS COMMUNITIES WITHIN THE PROVINCE OR THE PROVINCIAL LEADERSHIP TEAM (OR ANY OF ITS PREDECESSORS OR SUCCESSORS) ARE NOT DISCHARGED, RELEASED, IMPAIRED OR THE SUBJECT OF THE CHANNELING INJUNCTION OR SETTLING INSURER INJUNCTION.

15.5 Vesting of Assets.

In accordance with §§ 1141 and 1123(a)(5) of the Bankruptcy Code, and except as otherwise provided in the Plan or the Confirmation Order, the Revested Assets shall revert in the respective Reorganized Debtors 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 Debtors may operate and manage their 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.

15.6 Continued Existence of Reorganized Debtors.

The Debtors will, as the Reorganized Debtors, continue to exist after the Effective Date as separate entities in accordance with the applicable laws of the States of New York and Illinois, as applicable, with all the powers of a not-for-profit, non-stock member corporation having tax-exempt status under 26 U.S.C. § 501(c)(3) under applicable 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.

15.7 EXCULPATION AND LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY PROVIDED IN THIS PLAN, NONE OF THE EXCULPATED PARTIES WILL HAVE OR INCUR ANY LIABILITY TO, OR BE SUBJECT TO ANY RIGHT OF ACTION BY, ANY HOLDER OF A CLAIM, ANY OTHER PARTY IN INTEREST, OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, FINANCIAL ADVISORS, ATTORNEYS, OR AFFILIATES, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF THE CASE, INCLUDING THE EXERCISE OF THEIR RESPECTIVE BUSINESS JUDGMENT AND THE PERFORMANCE OF THEIR RESPECTIVE FIDUCIARY OBLIGATIONS, THE PURSUIT OF CONFIRMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN OR THE TRUST, EXCEPT LIABILITY FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE (PROVIDED HOWEVER THE DEBTORS AND REORGANIZED DEBTORS WILL BE DISCHARGED FROM ANY SUCH LIABILITY FOR SUCH ACTS OR OMISSIONS OCCURRING PRIOR TO THE CONFIRMATION DATE) OR ANY CAUSES OF ACTION ARISING FROM OR RELATED TO DENIALS OF COVERAGE OR COVERAGE DEFENSES RAISED BY NON SETTling INSURERS, AND IN ALL RESPECTS, SUCH PARTIES WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN OR IN THE CONTEXT OF THE CASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE DEBTORS AND ITS TRUSTEES, OFFICERS, MEMBER, EMPLOYEES, ATTORNEYS, FINANCIAL ADVISORS, AND OTHER PROFESSIONALS SHALL BE ENTITLED TO AND GRANTED THE BENEFITS OF § 1125(E) OF THE BANKRUPTCY CODE. FOR THE AVOIDANCE OF DOUBT, THIS SECTION AND THE DEFINITION OF “EXCULPATED PARTIES” SHALL NOT, DIRECTLY OR INDIRECTLY, INURE TO OR FOR THE BENEFIT OF (I) A PERSON OR PERSONS HAVING PERSONALLY COMMITTED AN ACT OR ACTS OF ABUSE RESULTING IN A CLAIM AGAINST THE DEBTORS, A PARTICIPATING PARTY OR A SETTling INSURER, (II), THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF ITS PREDECESSORS; (III) THE CONGREGATIONAL LEADERSHIP TEAMS (AND ANY MEMBER

THEREOF) OF THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF ITS (I.E. THE CONGREGATIONAL LEADERSHIP TEAM'S) PREDECESSORS, (IV) A SUCCESSOR OR PREDECESSOR OF THE DEBTORS TO THE EXTENT OF SUCH SUCCESSOR'S OR PREDECESSOR'S INDEPENDENT LIABILITY FOR AN ACT OR ACTS OF ABUSE, (V) THE CHRISTIAN BROTHERS SCHOOLS AND (VI) THE HOLY SEE.

PARTICIPATING PARTIES, SETTLING INSURERS, THE REORGANIZED DEBTORS, THE TRUST, THE TRUSTEE AND PROFESSIONALS EMPLOYED BY THE FOREGOING SHALL NOT HAVE ANY LIABILITY TO ANY GOVERNMENTAL ENTITY OR INSURER ON ACCOUNT OF PAYMENTS MADE TO AN ABUSE CLAIMANT, INCLUDING BUT NOT LIMITED TO LIABILITY UNDER THE MEDICARE SECONDARY PAYER ACT.

15.8 EFFECTIVE DATE INJUNCTIONS.

ON THE EFFECTIVE DATE, THE INJUNCTIONS PROVIDED FOR IN THIS PLAN SHALL BE DEEMED ISSUED, ENTERED, VALID AND ENFORCEABLE ACCORDING TO THEIR TERMS. THE INJUNCTIONS SHALL BE PERMANENT AND IRREVOCABLE AND MAY ONLY BE MODIFIED BY THE BANKRUPTCY COURT.

15.9 CHANNELING INJUNCTION PREVENTING PROSECUTION OF ABUSE CLAIMS AGAINST PARTICIPATING PARTIES AND SETTLING INSURERS.

IN CONSIDERATION OF THE UNDERTAKINGS OF THE PARTICIPATING PARTIES AND SETTLING INSURERS, PURSUANT TO THEIR RESPECTIVE SETTLEMENTS WITH THE DEBTORS OR THE TRUSTEE, THE FUNDING OF THE TRUST, OTHER CONSIDERATION, AND TO FURTHER PRESERVE AND PROMOTE THE AGREEMENTS BETWEEN AND AMONG THE PARTICIPATING PARTIES, SETTLING INSURERS AND THE DEBTORS, AND THE PROTECTIONS AFFORDED THE PARTICIPATING PARTIES AND SETTLING INSURERS, AND PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE EXCEPT AS OTHERWISE PROVIDED IN THE PLAN:

- a) ANY AND ALL CHANNELED CLAIMS ARE CHANNELED INTO THE TRUST; AND**
- b) ALL PERSONS OR ENTITIES THAT HAVE HELD OR ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT, ANY CHANNELED CLAIM (INCLUDING ALL DEBT HOLDERS, GOVERNMENTAL, TAX AND REGULATORY AUTHORITIES, LENDERS, TRADE AND OTHER CREDITORS, ABUSE CLAIMANTS, OTHER INSURERS, AND ALL OTHERS HOLDING CLAIMS OR INTERESTS OF ANY KIND OR NATURE WHATSOEVER) 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, INCLUDING:**

- (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND WITH RESPECT TO ANY CHANNELED CLAIM AGAINST ANY PARTICIPATING PARTY, SETTLING INSURERS THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, AND ASSIGNS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, AND DIRECTORS, OR AGAINST THE PROPERTY OF ANY PARTICIPATING PARTY OR SETTLING INSURER;**
- (ii) ENFORCING, ATTACHING, COLLECTING OR RECOVERING, BY ANY MANNER OR MEANS, FROM ANY PARTICIPATING PARTY OR SETTLING INSURER OR FROM THE PROPERTY OF ANY PARTICIPATING PARTY OR SETTLING INSURER, WITH RESPECT TO ANY SUCH CHANNELED CLAIM, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PARTICIPATING PARTY OR SETTLING INSURER;**
- (iii) CREATING, PERFECTING OR ENFORCING ANY LIEN OF ANY KIND AGAINST ANY PARTICIPATING PARTY, OR SETTLING INSURER OR THE PROPERTY OF ANY PARTICIPATING PARTY OR SETTLING INSURER WITH RESPECT TO ANY SUCH CHANNELED CLAIM (EXCEPT AS PROVIDED IN THE PLAN; AND**
- (iv) ASSERTING, IMPLEMENTING OR EFFECTUATING ANY CHANNELED CLAIM OF ANY KIND AGAINST:**
 - (1) ANY OBLIGATION DUE ANY PARTICIPATING PARTY OR SETTLING INSURER;**
 - (2) ANY PARTICIPATING PARTY OR SETTLING INSURER; OR**

- (3) **THE PROPERTY OF ANY PARTICIPATING PARTY OR SETTLING INSURER WITH RESPECT TO ANY SUCH CHanneled CLAIM.**

15.9.1 ANY INJUNCTION CONTAINED IN A BANKRUPTCY-COURT APPROVED AGREEMENT WITH A PARTICIPATING PARTY OR SETTLING INSURER IS INCORPORATED INTO THE PLAN BY REFERENCE, IS DEEMED FULLY SET FORTH IN THIS PLAN AND IS IN ADDITION TO THE CHANNELING INJUNCTION. ANY DIFFERENCES BETWEEN THE CHANNELING INJUNCTION IN SECTION 15.9 AND THE INJUNCTION(S) DEEMED SET FORTH BY THIS SUBPARAGRAPH ARE NOT INTENDED TO AFFECT, DIMINISH OR IMPAIR THE INJUNCTION(S) INCORPORATED HEREIN AND CONTAINED IN SUCH AGREEMENT.

15.9.2 NOTWITHSTANDING ANY PROVISION OF THIS PLAN, THE FOREGOING “CHANNELING INJUNCTION PREVENTING PROSECUTION OF ABUSE CLAIMS AGAINST PARTICIPATING PARTIES OR SETTLING INSURERS” PROVIDES ABSOLUTELY NO PROTECTION TO (I) A PERSON OR PERSONS HAVING PERSONALLY COMMITTED AN ACT OR ACTS OF ABUSE RESULTING IN A CLAIM AGAINST THE DEBTORS, A PARTICIPATING PARTY OR A SETTLING INSURER, (II) THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF ITS PREDECESSORS; (III) THE CONGREGATIONAL LEADERSHIP TEAMS (AND ANY MEMBER THEREOF) OF THE CONGREGATION OF CHRISTIAN BROTHERS OR ANY OF ITS (I.E. THE CONGREGATIONAL LEADERSHIP TEAMS) PREDECESSORS, (IV) A SUCCESSOR OR PREDECESSOR OF THE DEBTORS TO THE EXTENT OF SUCH SUCCESSOR’S OR PREDECESSOR’S INDEPENDENT LIABILITY FOR AN ACT OR ACTS OF ABUSE, (V) THE CHRISTIAN BROTHERS SCHOOLS, (VI) THE HOLY SEE OR (VII) ANY PERSON OR ENTITY ON ACCOUNT OF CLAIMS EXCEPTED FROM THE EXCULPATION UNDER SECTION 15.7.

15.9.3 TO THE EXTENT NOT OTHERWISE ENJOINED IN SECTION 15.9, ASSERTION AND ENFORCEMENT OF CHanneled CLAIMS, AND ANY ATTEMPT TO ASSERT OR ENFORCE SUCH CLAIMS, BY ANY PERSON OR ENTITY, AGAINST A PARTICIPATING PARTY OR SETTLING INSURER IS HEREBY PERMANENTLY STAYED, ENJOINED, BARRED, AND RESTRAINED.

15.9.4 NOTWITHSTANDING ANY PROVISION OF SECTION 15.9, THE FOREGOING “CHANNELING INJUNCTION PREVENTING PROSECUTION OF ABUSE CLAIMS AGAINST PARTICIPATING PARTIES AND SETTLING INSURERS” IS NOT INTENDED TO AFFECT, DIMINISH OR IMPAIR THE RIGHTS OF ANY SEXUAL ABUSE LITIGATION CLAIMANT TO COMMENCE OR PROSECUTE AN ABUSE CLAIM AGAINST THE DEBTORS, THE PROVINCE; CHRISTIAN BROTHERS COMMUNITIES WITHIN THE PROVINCE OR THE PROVINCIAL LEADERSHIP TEAM (OR ANY OF ITS PREDECESSORS OR SUCCESSORS) PROVIDED THAT SUCH COMMENCEMENT OR PROSECUTION IS SUBJECT TO

THE TERMS AND CONDITIONS OF THE DEBTORS' DISCHARGE AND SECTION 15.3.

15.10 SETTling INSURER INJUNCTION.

IN CONSIDERATION OF THE UNDERTAKINGS OF THE SETTling INSURERS, PURSUANT TO THEIR RESPECTIVE SETTLEMENTS WITH THE DEBTORS OR THE TRUSTEE, THE FUNDING OF THE TRUST, OTHER CONSIDERATION, AND TO FURTHER PRESERVE AND PROMOTE THE AGREEMENTS BETWEEN AND AMONG THE SETTling INSURERS AND THE DEBTORS, AND THE PROTECTIONS AFFORDED THE SETTling INSURERS, AND PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, ANY AND ALL PERSONS OR ENTITIES (INCLUDING, WITHOUT LIMITATION, ALL DEBT HOLDERS, ALL EQUITY HOLDERS, GOVERNMENTAL, TAX, AND REGULATORY AUTHORITIES, LENDERS, TRADE AND OTHER CREDITORS, TORT CLAIM HOLDERS, OTHER INSURERS, AND ALL OTHERS HOLDING CLAIMS OR INTERESTS) ARE PERMANENTLY ENJOINED AND BARRED FROM ASSERTING AGAINST A SETTling INSURER ANY CLAIM (INCLUDING, WITHOUT LIMITATION, ANY INSURANCE COVERAGE CLAIM OR EXTRA-CONTRACTUAL CLAIM) OR INTEREST OF ANY KIND OR NATURE WHATSOEVER ARISING FROM OR RELATING IN ANY WAY TO (i) ANY ABUSE CLAIM OR (ii) ANY OF THE SETTling INSURER POLICIES OR (iii) ANY CLAIM AGAINST ANY SETTling INSURER FOR CONTRIBUTION, INDEMNITY, DEFENSE, SUBROGATION, OR SIMILAR RELIEF THAT ARISES DIRECTLY OR INDIRECTLY FROM ANY CLAIM AGAINST EITHER OF THE DEBTORS.

NOTHING CONTAINED IN THIS SECTION IS INTENDED TO AFFECT, DIMINISH OR IMPAIR ANY INJUNCTIONS CONTAINED IN AN AGREEMENT BETWEEN THE DEBTOR OR THE TRUSTEE AND ANY SETTling INSURER, INCLUDING BUT NOT LIMITED TO PROVIDENCE WASHINGTON. SUCH INJUNCTIONS ARE INCORPORATED HEREIN BY REFERENCE AND ARE DEEMED FULLY SET FORTH HEREIN.

15.11 TERM OF INJUNCTIONS OR STAYS AND CONFIRMATION OF SETTLEMENTS WITH PARTICIPATING PARTIES AND SETTling INSURERS.

ALL INJUNCTIONS AND/OR STAYS PROVIDED FOR IN THIS PLAN, THE INJUNCTIVE PROVISIONS OF SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE, AND ALL INJUNCTIONS OR STAYS PROTECTING PARTICIPATING PARTIES AND ANY SETTling INSURER THAT HAS PURCHASED ITS INSURANCE POLICY OR POLICIES IN A SECTION 363 SALE, ARE PERMANENT AND WILL REMAIN IN FULL FORCE AND EFFECT FOLLOWING THE EFFECTIVE DATE AND ARE NOT SUBJECT TO BEING VACATED OR MODIFIED. DEBTORS' SETTLEMENT AGREEMENTS, IF ANY, WITH THE SETTling INSURERS, AND THE PARTICIPATING PARTIES PREVIOUSLY AUTHORIZED BY THE BANKRUPTCY COURT ARE HEREBY AFFIRMED AND ANY OBLIGATIONS

OF DEBTORS WITH RESPECT TO SUCH SETTLEMENT AGREEMENTS ARE EXCEPTED FROM THE DEBTORS' DISCHARGE AND SHALL BE ASSUMED BY THE REORGANIZED DEBTORS AND TRUSTEE, AS APPLICABLE, ON THE EFFECTIVE DATE.

15.12 RELEASE OF AVOIDANCE CLAIMS AGAINST PARTICIPATING PARTIES AND SETTLING INSURERS.

ON THE EFFECTIVE DATE, ALL AVOIDANCE RIGHTS, INCLUDING THOSE ARISING UNDER SECTIONS 544, 547, 548, 549, 550, AND 553 OF THE BANKRUPTCY CODE, AGAINST EACH OF THE PARTICIPATING PARTIES AND SETTLING INSURERS AND THE DEBTORS AND REORGANIZED DEBTORS SHALL BE DEEMED SETTLED, COMPROMISED, AND RELEASED BY THIS PLAN. FOR AVOIDANCE OF DOUBT, THIS RELEASE DOES NOT INCLUDE A RELEASE OF THE AVOIDANCE RIGHTS ASSERTED IN THE ADVERSARY PROCEEDING ENTITLED *THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF THE CHRISTIAN BROTHERS' INSTITUTE AND THE CHRISTIAN BROTHERS OF IRELAND, INC., V. ALL HALLOWS INSTITUTE*, ADV. NO. 13-08229-RDD, FILED IN THE BANKRUPTCY COURT.

15.13 RELEASE OF CLAIMS AGAINST PARTICIPATING PARTY OR SETTLING INSURER.

EXCEPT FOR OBLIGATIONS ARISING UNDER ANY EXECUTORY CONTRACT ASSUMED BY REORGANIZED DEBTORS PURSUANT TO SECTION XVI OF THIS PLAN, OBLIGATIONS UNDER ANY SETTLEMENT AGREEMENT AND CLAIMS EXCEPTED FROM EXCULPATION AND DISCHARGE UNDER SECTION 15.4 AND 15.7, ON THE EFFECTIVE DATE, DEBTORS, REORGANIZED DEBTORS AND THE ESTATES WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION OF EVERY KIND AND NATURE THAT DEBTORS, REORGANIZED DEBTORS, OR THE ESTATES HAVE OR MAY HAVE AGAINST A PARTICIPATING PARTY OR SETTLING INSURER, INCLUDING AVOIDANCE RIGHTS, AND ANY CLAIM THAT SUCH PARTICIPATING PARTY OR SETTLING INSURER OR THEIR ASSETS ARE A PART OF OR OWNED BY DEBTORS OR THE ESTATES. NO SUCH CLAIM WILL SURVIVE THE EFFECTIVE DATE OR BE DEEMED TO BE ASSIGNED TO THE TRUST. WITH RESPECT TO ANY RELEASES IN A BANKRUPTCY COURT-APPROVED AGREEMENT WITH A PARTICIPATING PARTY OR SETTLING INSURER, NOTHING CONTAINED IN THIS PLAN IS INTENDED TO AFFECT, DIMINISH OR IMPAIR SUCH RELEASES.

**SECTION XVI
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

16.1 Assumed Employee and Retiree Benefit Plans.

To the extent not previously assumed, all employee and retiree benefit plans to which the Debtors are a party will be deemed assumed by the Reorganized Debtors on the Effective Date.

16.2 General; Assumed if Not Rejected.

Subject to the requirements of Section 365, all executory contracts and unexpired leases of the Debtors that have not been rejected by order of the Bankruptcy Court or are not the subject of a motion to reject pending on the Confirmation Date will be deemed assumed by the Reorganized Debtors on the Effective Date. If any party to an executory contract or unexpired lease that is being assumed objects to such assumption, the Bankruptcy Court may conduct a hearing on such objection on any date that is either mutually agreeable to the parties or fixed by the Bankruptcy Court. All payments to cure defaults that may be required under Section 365(b)(1) of the Bankruptcy Code will be made by the Reorganized Debtors. In the event of a dispute regarding the amount of any such payments, or the ability of the Debtors to provide adequate assurance of future performance, the Reorganized Debtors will make any payments required by Section 365(b)(1) of the Bankruptcy Code after the entry of the Final Order resolving such dispute.

16.3 Claims for Contract Rejection.

All proofs of claim with respect to Claims arising from the rejection of executory contracts or unexpired leases must be filed with the Bankruptcy Court within 30 days after the Effective Date or such Claims will be forever barred. If any order providing for the rejection of an executory contract or unexpired lease did not provide a deadline for the filing of Claims arising from such rejection, proofs of Claim with respect thereto must be filed within 30 days after the later to occur of (a) the Effective Date or, (b) if the order is entered after the Effective Date, the date such order becomes a Final Order, or such Claims will be forever barred.

SECTION XVII NON-MONETARY COMMITMENTS

17.1 In order to further promote healing and reconciliation, and in order to continue the Plan Proponents efforts to prevent sexual abuse from occurring in the Province in the future, the Debtors, the Province and Reorganized Debtors agree to the following beginning thirty (30) days after the Effective Date (unless a different date is provided below).

17.1.1 The Province and the Debtors represent that they have implemented the Edmund Rice Christian Brothers North America Instruments of Hope and Healing Program; Protection of Children and Vulnerable Adults Province Policy Statement and Procedures; Ethics in Ministry Policy and Procedures for Positive Relationships Between Members and Minors and Vulnerable Adults is dated as of February 2013 (the "Policies and Procedures"). Full compliance with the Policies and Procedures' ZERO TOLERANCE policy is mandatory. The Child Protection Consultant (as defined below) will evaluate and be authorized to make non-public recommendations with respect to the Policies and Procedures and any of the Debtors' and/or Province's policies regarding protection of children and vulnerable adults.

17.1.2 As of the Effective Date, the Trust may retain, at its sole cost and expense, a third-party expert in the field of child protection that is collectively acceptable to the Province, the Debtors and the Trust (the "Child Protection Consultant") for the purpose of: evaluating and

making non-public recommendations with respect to all current and child protection programs administered by the Debtors and/or the Province, including the current Policies and Procedures. Such non-public recommendations will be issued by the Child Protection Consultant within the later of sixty (60) days of the Effective Date or the Child Protection Consultant's retention; provided that the Child Protection Consultant shall have up to an additional sixty (60) days upon notice to parties in interest.

17.1.3 For a period of not less than ten (10) years after the Effective Date, the Province shall post through a prominent "one-click" link on the Province website's home page (www.ercbna.org)² or its successor, a list of the names of all known Brothers,³ who are identified in at least two (2) Sexual Abuse Claims filed as proofs of claim (including proofs of claim for future claims). The Province will footnote that it has not tested the merits of any of the claims. The Committee and the Debtors shall meet and confer to identify such Brothers. If there is a disagreement about whether a Claim is a Sexual Abuse Claim for the purposes of this undertaking, Judge Elizabeth Stong, the mediator in these Cases, shall make the final determination. No determination of the character of a Claim shall be binding on any party except for the purposes of this undertaking. Notwithstanding anything contained herein, the Province shall not be required to list any Brother on account of Abuse Claims asserted in Canada after 1962. The following individuals shall not be listed pursuant to this undertaking pending completion of the Province's review of the Abuse Claims against them: Brothers (or former Brothers) T.I. Murphy (deceased); William M. Colford; Karl Jan Walczak; John Walderman, Patrick O'Toole, Paul Messick, Tim Turner, and Jerod Fallon. The foregoing names will not be listed on the non-monetary post required in Section 17.1.3 hereof. If the Province determines that one of the foregoing Brothers is/is not the perpetrator of a substantiated Sexual Abuse Claim, the Province will notify the Trustee and the Province promptly will add that Brother's name to the non-monetary post if the Sexual Abuse Claim is substantiated. After the Effective Date, the Province shall add any additional names to the list to the extent the criterion set forth above are satisfied. Notwithstanding the time limit set forth herein, the Province shall maintain the non-monetary post for any longer period of time if recommended by the U.S. Conference of Major Superiors of Men.

17.1.4 Within a reasonable time after the Effective Date, the Province's Team Leader shall send letters of apology to all Sexual Abuse Claimants or, if requested, to immediate family member(s); provided, however, that the Province's Team Leader shall have the discretion, but not the obligation, to send a letter of apology to any Sexual Abuse Claimant who asserts a claim based on sexual abuse that occurred in Canada after December 9, 1962. Letters of apology shall be substantially in the form attached hereto as Exhibit 17.1.4.

17.1.5 After the Effective Date, a member of the Province's Leadership Team shall meet with each Sexual Abuse Claimant who desires to meet with a member of the Province's Leadership Team. The Sexual Abuse Claimant may be accompanied at the meeting by one person. The meeting shall be subject to all privileges related to mediation proceedings and settlement offers. The Province's Team Leader shall schedule meetings, at reasonable times

² For the purposes of these undertakings, references to prominent links on a website homepage shall mean a clearly labeled link that does not require more than two "clicks" to access referenced materials, unless otherwise stated.

³ "Brothers" means current, former and deceased brothers, novices or other members of the Edmund Rice Christian Brothers North America, including temporarily professed brothers and perpetually professed brothers.

and places, in each of the following locations (the “Meeting Locations”): St Johns, Newfoundland, Canada; New Rochelle, New York; Chicago, Illinois; Seattle, Washington and New Jersey (mutually agreeable location to be determined). All meetings shall be concluded within one (1) year after the Effective Date. The Province’s Team Leader shall select a reasonable time and place for such meetings. Sexual Abuse Claimants who filed proofs of claim shall be informed of the date, time and address for each Meeting Location within thirty (30) days after the Effective Date and shall have up to 30 days to schedule a meeting at any of the Meeting Locations.

17.1.6 In regard to communications to/with the media, the Province and the Debtors shall institute a policy requiring all members of the Province, (including but not limited to the Province’s Team Leader, the Province’s Leadership Team, the Debtors’ trustees, officer and directors, and the Province’s or the Debtors’ official spokespersons) not refer either verbally or in writing to Sexual Abuse Claimants who filed proofs of claim or proofs of future claims as “alleged” claimants, “alleged” victims or “alleged” survivors and will require the same to refer to Sexual Abuse Claimants as “survivors” or “survivors of sexual abuse.” The communications may state that the Province has not tested the merits of any of the Abuse Claims.

17.1.7 The Debtors and Province have represented that in February 2013, each Brother received revised Province Ethics Policies that included mandatory reporting laws for each US state and Canadian Province. The revised Policies require every Brother who has knowledge to promptly report “[A]ll allegations of sexual abuse that may have been committed by a Member to civil authorities (with full cooperation from the Province) in the jurisdiction in which the alleged incident occurred if the alleged victim is a minor at the time the allegation is being made.” To remain in Ministry each Brother was required to sign a form stating that he has read, understands and will be in compliance with all policies. The Debtors and Province also have represented that their compliance with their child safety programs is audited by Praesidium, Inc. every three (3) years and that the audit is not made available to the general public.

17.1.8 Based on the foregoing representations, the Debtors and Province will provide the Trustee a copy of the next two (2) post-Effective Date audit(s) of their child safety programs. The Trustee may publish the audits if the audit finds that the Debtors and/or Province are not in compliance with the child safety programs.

17.1.9 The Debtors shall ask each of the Christian Brothers Schools⁴ to prominently display a plaque that states: “The abuse of the spiritual, emotional, physical and moral well-being of the children and young men [and women (if applicable)] of [name of school] shall not be tolerated.” The Debtors will ask that each plaque be no less than 8.5 inches by 11 inches and placed next to the door of the principal’s office without obstruction by plants, furniture, or any other items.

17.1.10 Upon written notification to counsel for the Debtors, any Person who has a confidentiality obligation pursuant to a prepetition settlement with the Debtors or the Province

⁴ For the purposes of these undertakings, the “Christian Brothers Schools” means any school that educates minors in which Brothers of the Province are the only trustees. Those schools are All Hallows High School, Brother Rice High School (MI), Brother Rice High School (IL), St. Laurence High School, Iona Preparatory School, Iona Grammar School, Palma School, Catholic Memorial High School and Damien Memorial High School.

relating to Abuse is released from such obligation as to the Debtors and the Participating Parties. Nothing contained herein releases the Debtors and/or Province of their confidentiality obligations under such settlements. Consistent with existing policies, the Province and the Debtors shall not include confidentiality provisions in any settlement agreement related to sexual abuse entered into by the Province and/or the Debtors except at the written request of the other Person.

17.1.11 The Province and/or the Debtors shall continue to require and fund annual mandatory reporting training for all of its Brothers who are in active ministry.

17.1.12 The Debtors and/or Province shall file a timely “no objection” to the pending motion by the Committee for the release of documents in the possession of counsel representing Abuse Claimants in Canada and which were produced to counsel through discovery. The Debtors and/or the Province shall perform this undertaking although an order confirming the Plan may not yet have been entered.

17.1.13 If any non-Debtor Co-defendant in abuse litigation agrees to produce its own documents as part of a settlement of abuse Litigation, the Debtors and/or Province shall not object to any such production.

17.1.14 Pursuant to Rule 706 of the Federal Rules of Evidence, on request of the Trustee, the Bankruptcy Court shall appoint an expert witness to inspect all of the Debtors’ and/or Province’s books, records, documents, files and archives (subject to canonical privileges, if any, recognized by a court in the United States) for the sole purpose of obtaining direct or indirect evidence of liability insurance of the Debtors, the Province or the Congregation providing insurance coverage for Sexual Abuse Claims. The Bankruptcy Court shall appoint an expert witness nominated by the Committee or the Trust. As set forth in F.R.E. 706, the witness shall advise the Trust and the Debtors of the witness’ findings; provided, however, that any evidence of such insurance shall be redacted to exclude any information that is not directly or indirectly related to the existence of such insurance. The expert witness’s fees and expenses shall be borne by Trust and not by the Debtors or the Province.

17.1.15 The Province shall publish on the Province’s website home page, or its successor, as standalone documents, these non-monetary stipulations (as a stand-alone document) for a period of five (5) years after the Effective Date.

17.1.16 The Bankruptcy Court shall retain jurisdiction to adjudicate disputes that arise with respect to these non-monetary undertakings. The Bankruptcy Court may appoint a special master or arbitrator to adjudicate any such disputes or implement these undertakings.

17.1.17 On the six (6) month and one (1) year anniversary of the Effective Date, the Reorganized Debtors shall file a report with the Bankruptcy Court regarding their compliance with the undertakings in this Section. If the Cases are closed before either anniversary, the Reorganized Debtors shall serve the report on the Trustee.

17.1.18 The Trust shall have standing and shall be authorized, but not directed, to seek enforcement of any of the terms of these non-monetary undertakings.

SECTION XVIII
MISCELLANEOUS PROVISIONS.

18.1 Retention of Jurisdiction.

Notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date:

18.1.1 Except as otherwise set forth in this Plan or in the Confirmation Order, the Bankruptcy Court will retain jurisdiction over all matters arising under, in furtherance of, or in connection with this Plan, including the following:

- a) The determination of objections to Disputed Claims; the determination of requests for payment of Claims entitled to priority under Section 507 of the Bankruptcy Code, including compensation of and reimbursement of expenses of parties entitled thereto;
- b) The resolution of controversies and disputes regarding interpretation and implementation of this Plan and the Plan Documents;
- c) The granting of relief in aid of this Plan and the Plan Documents including the entry of appropriate orders (which may include removal of actions in non-Bankruptcy Court forums to the Bankruptcy Court, contempt or other sanctions) to protect the Reorganized Debtors, the Participating Parties, the Settling Insurers, and the Released Parties from actions prohibited under this Plan or the Plan Documents;
- d) Amendments to and modifications of this Plan;
- e) Subject to the limitations and exclusions described above, the determination of any and all applications, adversary proceedings, and contested or litigated matters pending on the Effective Date;
- f) The approval of a settlement agreement whereby a Person or Entity, including a Non-Settling Insurer, may become a Participating Party or Settling Insurer and whereby the Bankruptcy Court may appoint a future claims representative and provide for treatment of future claims; and
- g) The closing of these Cases.

18.2 Remand of Removed Actions and Relief From Automatic Stay/Discharge.

On the thirtieth (30th) day after the Effective Date and without further order of the Bankruptcy Court or the District Court, (a) all actions removed by the Debtors or any other Co-

Defendant during the Cases are remanded to the Court from which they were removed and (b) subject to Sections 15.1, 15.1.1, 15.2, 15.3 and 15.4 of the Plan, such actions are not subject to the automatic stay or the injunction in Bankruptcy Code Section 524(a)(2). Nothing contained herein is intended to affect, diminish or impair those provisions of this Plan which prohibit execution of any judgment against the Reorganized Debtors' Revested Assets or assets the Reorganized Debtors acquire after the Effective Date. Notwithstanding the foregoing, any plaintiff in a removed action may object to remand of such action by filing an objection with the Bankruptcy Court within fifteen (15) days after the Effective Date. Any removed action subject to an objection to remand, shall not be remanded except upon order of the Bankruptcy Court. The Trustee shall file a notice of remand on the docket for each remanded action.

18.3 Modification of Plan.

The Proponents reserve the right, in accordance with the Bankruptcy Code, to amend, modify or withdraw this Plan prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Proponents may, upon order, amend or modify this Plan in accordance with Section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. The following acts shall not be modifications of the Plan, and instead, are acts that may be done to effectuate the terms of the Plan:

- (a) The addition of Persons or Entities to the lists of Participating Parties or Settling Insurers in accordance with Section 10.10 or 10.11 of the Plan, respectively; or
- (b) The sale of any of the Properties to a party other than the Plan Proponents.

18.4 Severability.

If, before confirmation, the Bankruptcy Court holds that any Plan term or provision is invalid, void, or unenforceable, the Bankruptcy Court may alter or interpret that term or provision so that it is valid and enforceable to the maximum extent possible consistent with the original purpose of that term or provision. That term or provision will then be applicable as altered or interpreted, except if such term or provision is inconsistent with the intent of any of the Plan Proponents, in which case the Plan may be unilaterally withdrawn by such Plan Proponent. Notwithstanding any such holding, alteration, or interpretation, the Plan's remaining terms and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. The Confirmation Order will constitute a judicial determination providing that each Plan term and provision, as it may have been altered or interpreted in accordance with this Section, is valid and enforceable under its terms. In the event of a successful collateral attack on any provision of this Plan (i.e., an attack other than through a direct appeal of the Confirmation Order), the remaining provisions of this Plan will remain binding on the Debtors, the

Reorganized Debtors, the Participating Parties, the Settling Insurers, the Trustee, the Committee, all Claimants, all Creditors, and all other parties in interest.

18.5 Headings.

The headings of the Sections of this Plan are inserted for convenience only and will not affect the interpretation hereof.

18.6 Notices.

All notices or requests to the Reorganized Debtors in connection with this Plan shall be in writing and served either by (i) United States mail, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed given when received by the following parties:

If to the Debtors or Reorganized Debtors:

With a copy to:

TARTER KRINSKY & DROGIN LLP
1350 Broadway, 11th Floor
New York, New York 1001
Attention: Anthony Dougherty, Esq.
Scott S. Markowitz, Esq.

If to the Trustee:

THE CHRISTIAN BROTHERS INSTITUTE, ET AL.
C/O OMNI ACQUISITION CORP.
5955 DESOTO AVE., STE. 100
Woodland Hills, California 91367

With a copy to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard, 11th Floor
Los Angeles, CA 90067-4100
Attention: James I. Stang

Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 36th Floor
New York, NY 10017
Attention: Ilan D. Scharf

18.7 Notices to Claimants. All notices and requests to a Person or Entity holding any Claim will be sent to them at the last known address listed for such Person or Entity with the Bankruptcy Court or with the Debtors' Claims Agent, or to the last known address of their attorney of record. The holder of a Claim may designate in writing any other address, which designation will be effective upon actual receipt by the Reorganized Debtors and the Trustee. Any Person or Entity entitled to receive notice under this Plan will have the obligation to provide the Reorganized Debtors and the Trustee with such Person's or Entity's current address for notice purposes. The Reorganized Debtors and Trustee will have no obligation to attempt to locate a more current address in the event any notice proves to be undeliverable to the most recent address which has been provided to the Reorganized Debtors and the Trustee.

18.8 Post-Confirmation Court Approval. Any action requiring Bankruptcy Court, U.S. District Court or state court approval after the Effective Date will require the Person or Entity seeking such approval to file an application, motion, or other request with the Bankruptcy Court, U.S. District Court, or state court, as applicable, and obtain a Final Order approving such action before the requested action may be taken. The Person or Entity filing such application, motion, or other request shall serve such application, motion, or other request, together with a notice setting forth the time in which objections must be filed with the court, on the Reorganized Debtors, the Committee, and the Trustee by first-class mail, electronic mail, ECF, overnight courier, facsimile, or hand delivery. Unless the court orders otherwise, all notices shall provide the recipients at least 21 days in which to file an objection to the application, motion, or other request. If no objection is timely filed, the court may authorize the proposed action without further notice or a hearing. If an objection is timely filed, the court will determine whether to conduct a hearing, or to require the submission of further documentation, prior to ruling on the application, motion, or other request.

18.9 Election Pursuant to Section 1129(b) of the Bankruptcy Code. If necessary, the Proponents hereby request confirmation of the Plan pursuant to Section 1129(b) of the Bankruptcy Code if the requirements of all provisions of Section 1129(a) of the Bankruptcy Code, except Section (a)(8) thereof, are met with regard to the Plan. In determining whether the requirements of Section 1129(a)(8) of the Bankruptcy Code have been met, any Class that does not contain as an element thereof an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018 as of the date fixed by the Bankruptcy Court for filing acceptances or rejections of this Plan shall be deemed deleted from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class.

18.10 Consummation of the Plan. The Proponents reserve the right to request that the Confirmation Order include a finding by the Bankruptcy Court that Bankruptcy Rule 3020(e) shall not apply to the Confirmation Order.

18.11 Exemption from Transfer Taxes. Pursuant to Section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, whether occurring prior or subsequent to the Confirmation Date, including any deeds, bills of sale or assignments executed in connection with any disposition of assets contemplated by this Plan (i.e. the Properties), shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax or other similar tax. This includes

the sale of any of the Properties by the Trust. The Plan may be modified after the Effective Date to incorporate the terms of such sale.

18.12 Waivers. Except as otherwise provided in the Plan or in the Confirmation Order, any term of the Plan may be waived by the party benefited by the term to be waived.

18.13 Setoffs, Recoupments, and Defenses. With the exception of the Sections of the Plan concerning the Abuse Claims, nothing contained in the Plan shall constitute a waiver or release by the Debtors, Reorganized Debtors, Participating Parties, or Trustee of any rights of setoff or recoupment, or of any defense, they may have with respect to any Claim (including rights under Section 502(d) of the Bankruptcy Code). Except as otherwise provided in the Plan or in the Confirmation Order or in agreements previously approved by a Final Order, the Debtors, Reorganized Debtors, Participating Parties, or Trustee may, but will not be required to, set off against any Claim or any distributions with respect to such Claim, any and all of the Claims, rights and causes of action of any nature that the Debtors, the Reorganized Debtors, Participating Parties, or Trustee, as applicable, may hold against the holder of such Claim; provided, however, that neither the failure to effect such a setoff, the allowance of any Claim hereunder, the payment of any distribution hereunder or any other action or omission of the Debtors, Reorganized Debtors, Participating Parties, or Trustee, nor any provision of the Plan, shall constitute a waiver or release by the Debtors, the Reorganized Debtors, Participating Parties, or Trustee, as applicable, of any such Claims, rights and causes of action that the Debtors, the Reorganized Debtors, Participating Parties, or Trustee, as applicable, may possess against such holder.

18.14 Compromise of Controversies.

18.14.1 Bankruptcy Court Approval of Settlements

In consideration for the classification, distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims or controversies resolved pursuant to the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination under the standards of Bankruptcy Rule 9019 that such compromises and settlements are in the best interests of the Debtors and the Estates. The Debtors and Participating Parties expressly reserve the right to compromise and settle other Claims and Debtor and Participating Party Actions up to and including the Effective Date.

18.14.2 Settlement with Participating Parties and Settling Insurers.

Specifically included within the Bankruptcy Court's approval of compromises and settlements of Claims and controversies is the Bankruptcy Court's approval of the agreements with Participating Parties and Settling Insurers. If a conflict exists between the Plan and such agreements, the agreements control such conflict. Such agreements contain the protections and benefits afforded the Participating Party and Settling Insurer, as well as the rights and obligations of the parties thereto, to the extent of any conflict with the Plan. Such agreements are binding on the Trust.

18.15 Withdrawal or Revocation of the Plan.

The Proponents reserve the right to revoke or withdraw the Plan prior to the Confirmation Date but the consent of all Proponents is required. If one Proponent revokes or withdraws the Plan, the other Proponent(s) may proceed as if the remaining Proponent(s) was the sole Proponent when the Plan originally was filed. If the Plan is revoked or withdrawn, or if the Confirmation Date does not occur, the Plan shall have no force and effect and in such event nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Estate or any other Person or Entity, or to prejudice in any other manner the rights of a Proponent, whether one or more, or any other entity in further proceedings involving a Proponent or Proponents and specifically shall not modify or affect the rights of any party under any prior orders of the Bankruptcy Court.

18.16 Default.

Except as otherwise provided in the Plan or in the Confirmation Order, in the event the Reorganized Debtors, a Participating Party, a Settling Insurer, or the Trustee shall default in the performance of any of their respective obligations under the Plan or under any of the Plan Documents and shall not have cured such a default within any applicable cure period (or, if no cure period is specified in the Plan or Plan Documents or in any instrument issued to or retained by a Claimant under the Plan, then within 30 days after receipt of written notice of default), then the entity to whom the performance is due may pursue such remedies as are available at law or in equity. An event of default occurring with respect to one Claim shall not be an event of default with respect to any other Claim.

18.17 Governing Law.

Except to the extent that federal law (including the Bankruptcy Code or Bankruptcy Rules) is applicable, the rights and obligations arising under the Plan or under the Plan Documents shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws.

18.18 Reservation of Rights.

If the Plan is not confirmed by a Final Order, or if the Plan is confirmed and the Effective Date does not occur, the rights of all parties in interest in the Cases are and will be reserved in full. Any concessions or settlement reflected herein, if any, are made for purposes of the Plan only, and if the Plan does not become effective, no party in interest in the Cases shall be bound or deemed prejudiced by any such concession or settlement.

18.19 Controlling Documents.

To the extent any provision of a settlement agreement with a Participating Party or Settling Insurer is inconsistent with this Plan, such settlement agreement, as applicable, shall control.

18.20 Successors and Assigns.

The Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all Claimants and all other parties in interest affected thereby and their respective successors, heirs, legal representatives and assigns.

18.21 Direction to a Party.

On and after the Effective Date, the Trust or the Reorganized Debtors, 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.

18.22 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 Debtors 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 Debtors or organizational structure of the Debtors, 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 Debtors.

18.23 Rounding of Fractional Numbers.

All fractional numbers, including payments or distributions under the Plan and Trust Documents shall be rounded (up or down) to the nearest whole number.

18.24 Dissolution of the 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 the Chapter 11 Cases 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 the Chapter 11 Cases, 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 (i) applications for Professional Claims and (ii) requests for compensation and reimbursement of expenses pursuant to § 503(b) of the Bankruptcy Code for making a substantial contribution in the Chapter 11 Cases.

18.25 Successors and Assigns.

Unless otherwise specified in the Plan, the rights, benefits, and obligations of any entity referred to in this Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor, or assign of that entity.

18.26 Saturday, Sunday or Legal Holiday.

If any payment or act under the Plan should be required to be made or performed on a day that is not a Business Day, then the payment or act may be completed on the next succeeding day that is a Business Day, in which event the payment or act will be deemed to have been completed on the required day.

18.27 Exhibits.

All Exhibits to this Plan are incorporated into and are a part of this Plan as if set forth in full herein.

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SECTION XIX
RECOMMENDATIONS AND CONCLUSION

The Proponents strongly believe that Plan confirmation and implementation are preferable to any feasible alternative because the Plan will provide Creditors holding Claims with significantly greater recoveries than any available alternatives.

Dated: New York, New York
December 6, 2013

**THE CHRISTIAN BROTHERS'
INSTITUTE & THE CHRISTIAN
BROTHERS OF IRELAND, INC.**
Debtors and Debtors-in-Possession

By: /s/ Kevin Griffith
Brother Kevin Griffith
Vice President

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Attorneys for the Official Committee of
Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

THE CHRISTIAN BROTHERS' INSTITUTE, *et al.*,

Debtors.

Chapter 11

Case No. 11-22820 (RDD)

(Jointly Administered)

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION PROPOSED
BY THE CHRISTIAN BROTHERS' INSTITUTE AND THE CHRISTIAN BROTHERS
OF IRELAND, INC. AND THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS**

SCHEDULES AND EXHIBITS

Exhibit 2.8	Allocation Protocol
Exhibit 2.28	Christian Brothers Schools
Exhibit 2.63	Fraud Claims
Exhibit 2.77	Participating Parties
Exhibit 2.81	Physical Abuse Claims
Exhibit 2.92	Providence Washington Settlement Agreement
Exhibit 2.110	Settling Insurers
Exhibit 2.120	Trust Agreement
Exhibit 17.1.4	Form of Apology Letter

Exhibit 2.8 Allocation Protocol

IN RE THE CHRISTIAN BROTHERS' INSTITUTE, *ET AL.*

ALLOCATION PROTOCOL FOR ABUSE CLAIMS

1. Purpose

The purpose of this protocol is to provide for the distribution of the Settlement Fund to Allowed Abuse Claimants.

2. Definitions

2.1 Capitalized Terms.

Capitalized terms used herein shall have the meanings given them in the Plan or the Bankruptcy Code, unless otherwise defined herein, and such definitions are incorporated herein by reference.

“Abuse Claim” means a Claim, asserted by or on behalf of an individual who is or claims to be the victim of Abuse, against the Debtor, including Sexual Abuse Claims, Physical Abuse Claims and Fraud Claims related to Abuse that occurred prior to the Petition Date causing a personal injury or wrongful death. The term “Abuse Claim” does not include any Abuse Related Contribution/Indemnity Claim.

“Abuse” means any act of Sexual Abuse, or physical non-sexual, mental, or emotional abuse.

“Abuse Claims Reviewer” or “ACR” means the person, including the designee of such person, who will administer the Allocation Plan. Subject to the Plan’s provisions for replacement of the Abuse Claims Reviewer, the Abuse Claims Reviewer is Hon. William L. Bettinelli, Ret.

“Fraud Claim” means a claim that a Debtor fraudulently induced the Claimant to settle one or more claims of Abuse prior to the Petition Date. Fraud claims are listed on Exhibit 2.62 to the Plan.

“Group A States” means the States of Michigan, New York, Ohio and Rhode Island and the Commonwealth of Massachusetts.

“Group B States” means the States of Arizona, California, Connecticut, Illinois, Indiana, Maine, Montana, New Hampshire, New Jersey and Oregon.

“Group C States” means the States of Hawaii and Washington.

“Net Settlement Fund” means the Settlement Fund less any amounts paid on account of Physical Abuse Claims and Fraud Claims and reserves provided for under the Trust Agreement.

“Non-Sexual Abuse” means physical, non-sexual, mental or emotional abuse that is not Sexual Abuse.

“Perpetrator of the Debtors” means a person: (1) who was a Brother, employee or other agent of the Debtors at the time such person committed an act of Sexual Abuse; or (2) for whom or for whose actions the Debtor was responsible, including but not limited to residents of an orphanage or boarding school under the care of the Debtors.

“Settlement Fund” means a fund established to pay Sexual Abuse claims, Physical Abuse Claims and Fraud Claims and costs and expenses of the Trust. The assets of the Settlement Fund will include cash, real property, claims and causes of action.

“Sexual Abuse” means sexual conduct or misconduct, sexual abuse, sexual sadism or sexually-related harm or contacts, or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult. A child or non-consenting adult may be sexually abused whether or not this activity involves explicit force.

“Sexual Sadism” means (a) over a period of at least 6 months, recurrent, intense sexually arousing fantasies, sexual urges, or behaviors involving acts (real, not simulated) in which the psychological or physical suffering (including humiliation) of the victim is sexually exciting to the person; and (b) the person has acted on these sexual urges with a nonconsenting person, or the sexual urges or fantasies cause marked distress or interpersonal difficulty to a nonconsenting person.

“Trust” means the trust to be established pursuant to the Plan and the Trust Agreement.

“Trust Agreement” means the agreement attached as Exhibit 2.116 to the Plan.

3. Rules of Interpretation AND GENERAL GUIDELINES

3.1 Sole and Exclusive Method.

This protocol shall be the sole and exclusive method by which a holder of an Abuse Claim may seek distribution on account of such Claim.

3.2 Conflict with Plan.

The terms of the Plan shall prevail if there is any discrepancy between the terms of the

Plan and the terms of this protocol.

3.3 Non-Compensatory Damages and Other Theories of Liability.

In determining the value of any Abuse Claim, punitive damages and damages that do not compensate the Claimant shall not be considered or allowed, even if these damages could have been allowed under applicable non-bankruptcy law.

3.4 Withdrawal of Claims.

An Abuse Claimant can irrevocably withdraw an Abuse Claim at any time upon written notice to the ACR.

3.5 Res Judicata Effect.

The ACR's determination with respect to an Abuse Claim shall have no preclusive or res judicata effect outside of these Cases as to any third party. That is, the ACR's determination may not be used against any Abuse Claimant in any other matter, case or proceeding.

3.6 Confidentiality.

All information that the ACR receives from any source about any Abuse Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Abuse Claimant or Abuse Claimant's counsel of record.

4. Abuse Claims Reviewer

The Honorable William L. Bettinelli shall be appointed as the "Abuse Claims Reviewer" (the "ACR") under the terms of this protocol and an order of the Bankruptcy Court. The ACR shall conduct a review of each of the Abuse Claims and, according to the guidelines set forth in sections 5 and 6 below, make determinations upon which individual monetary distributions will be made. The ACR's award as to each Claimant shall be the final award, subject only to reconsideration as set forth in section 7 below.

The ACR shall have the authority to employ qualified assistants and consultants as he/she deems appropriate.

5. Determination of NATURE OF abuse claims

The ACR shall evaluate each Abuse Claim and shall determine whether the Abuse Claim is an Abuse Claim by an adult, a Sexual Abuse Claim by a child, a Fraud Claim or a Physical Abuse Claim.

5.1 Monetary distribution on account of Physical Abuse Claims

Holders of Allowed Physical Abuse Claims shall be treated as set forth in Section 7.3 of the Plan to receive a lump sum payment of \$500.00. The ACR shall not ascribe a value to the Physical Abuse Claim other than as set forth in Section 7.3 of the Plan.

5.2 Monetary distribution on account of Fraud Claims

Holders of Allowed Fraud Claims shall be treated as set forth in Section 7.2 of the Plan to receive a lump sum payment of \$10,000. The ACR shall not ascribe a value to the Fraud Abuse Claim other than as set forth in Section 7.2 of the Plan.

5.3 Monetary distributions on account of Sexual Abuse Claims

Allowed Sexual Abuse Claims based on actions that occurred when the Claimant was either under the age of (a) 18 or (b) majority in the applicable jurisdiction shall be assessed and valued by the ACR in accordance with the guidelines and procedures set forth in Section 6 below.

**6. PROCEDURE FOR ALLOCATION
AMONG ALLOWED SEXUAL ABUSE CLAIMS**

6.1 Proof of Abuse.

Any Abuse Claimant who wishes to supplement the information provided in the Abuse Claimant's filed proof of claim shall do so within thirty (30) days of the ACR's appointment by Bankruptcy Court order. Notice of the thirty (30) deadline shall be provided first class mail to the address provided in the Abuse Claimant's filed proof of claim. In addition, Abuse Claimants must deliver any additional information requested in writing by the ACR within thirty (30) days of such written request from the ACR. The ACR may not consider any information that is not timely received; provided, however, that the ACR may grant extensions of time for good cause shown in the sole discretion of the ACR. The Debtors may submit evidence to the ACR regarding any Abuse Claim within thirty (30) days after the ACR's appointment by Bankruptcy Court Order. Any evidence or additional information submitted to the ACR pursuant to this paragraph shall (a) be limited to five (5) pages and (b) shall not include medical or mental health records, opinions, reports, or treatment records; provided, however, that the submission may refer to medical reports or treatment records and such reports or records shall be provided to the ACR at the request of the ACR.

The ACR shall consider all of the facts and evidence presented by the Abuse Claimant. However, it is recognized that many Abuse Claimants may not have been involved in the litigation process before the filing of the bankruptcy and may not have documents such as medical or counseling records or expert reports. The ACR may, at his discretion, distinguish between medical opinions or documentary evidence and Abuse Claimants' testimony in terms of its weight or value in making his findings. The presence or absence of such evidence shall not, alone, advantage or disadvantage the Abuse Claimant if the information presented is otherwise

reliable and credible.

Upon request by an Abuse Claimant and in the ACR's sole discretion, the ACR may interview any Abuse Claimant; provided that for any face to face interview, the travel costs/expenses of the ACR (including the ACR's fees incurred for travel time) shall be advanced by the Abuse Claimant prior to the interview. Setoff of such costs/expenses against the Abuse Claimant's award shall not be an acceptable means of advancing such costs/expenses.

**6.2 Guidelines for Allocation/
Monetary Distribution for Allowed Sexual Abuse Claims.**

6.2.1 Initial Evaluation.

Before making a final determination regarding a particular Allowed Sexual Abuse Claim, the ACR shall consider the degree to which the Sexual Abuse Claimant has proven by a preponderance of the evidence that the Sexual Abuse was perpetrated by a Perpetrator of the Debtors. The ACR should consider the coherence, credibility and consistency of the Sexual Abuse Claimant's accounts of the abuse and should consider any and all evidence that may enhance or diminish the over-all reliability of such claims.

6.2.2 Evaluation Factors

Each Sexual Abuse Claim will be evaluated by the ACR. Each Claim will be scored according to the following system.

6.2.3 Nature of the sexual abuse: **MAXIMUM 60 POINTS**

- (a) Duration;
- (b) Frequency/ number of instances;
- (c) Degree of intrusiveness into child's body (*e.g.* clothed/unclothed, oral, anal, vaginal);
- (d) Level or severity of force/violence/coercion/threats;
- (e) Control of environment (*e.g.* boarding school, orphanage, trip under supervision of perpetrator, day school, employment relationship with Perpetrator of the Debtors);
- (f) Number of Perpetrators of the Debtors that abused the Claimant;
- (g) Physical pain suffered; and/or
- (h) Grooming.

6.2.4 Impact of Abuse:

MAXIMUM 30 POINTS

- (a) School behavior problems;
- (b) School academic problems;
- (c) Getting into legal trouble as a minor;
- (d) Loss of faith;
- (e) Damage to family relationships/ interpersonal difficulties;
- (f) Risk factors, including:
 - i. Childhood of poverty;
 - ii. Family breakdown;
 - iii. Exposure to substance abuse in home;
 - iv. Absence of parental supervision; and/or
 - v. Being the victim of sexual or physical child abuse by someone other than a Perpetrator of the Debtors or witnessing sexual or physical child abuse of a third person;
 - vi. While considering risk factors, the ACR should also consider that those risk factors can, in some circumstances, cause problems unrelated to the abuse. Accordingly, the ACR may also consider the absence of risk factors when assessing the impact of abuse on an Abuse Claimant.
- (g) Mental health symptoms, including:
 - i. Depression;
 - ii. Suicide Attempt and suicidal ideation;
 - iii. Anxiety;
 - iv. Substance abuse;
 - v. Sexual acting out;
 - vi. Runaway;
 - vii. Flashbacks; and/or

viii. Nightmares; and/or

(h) Adult and current functioning:

- i. Criminal record as an adult;
- ii. Underemployment/unemployment;
- iii. Relationship problems; and/or
- iv. Substance abuse.

6.2.5 Other Factors:

MAXIMUM 10 POINTS

- (a) Prior litigation against Debtors (was the Sexual Abuse Claimant required to testify and undergo expert analysis prior to filing his or her claim)
- (b) Perpetrator(s) history/prior acts of abuse
- (c) Corroborating evidence

6.2.6 Adjustments to Certain Sexual Abuse.

The points awarded by the ACR on account of any Sexual Abuse Claims shall be adjusted as follows:

6.2.7 Claims Subject to 75% Adjustment.

- (a) Any Sexual Abuse Claim that is based on abuse that occurred in Canada on or after January 1, 1974 shall be subject to a reduction of 75% of the points allocated to such Claim.
- (b) Any Sexual Abuse Claim asserted based solely on actions that occurred when the Claimant was the older of (i) 18 years of age or (ii) the age of majority in the applicable jurisdiction shall be subject to a reduction of 75% of the points allocated to such Claim.

Claims Subject to 50% Adjustment.

- (a) Any Sexual Abuse Claim that is based on abuse that occurred in any of the Group A States shall be subject to a reduction of 50% of the points allocated to such Claim; provided, however, that any Sexual Abuse Claim that was timely filed before the expiration of any applicable statute of limitations shall not be adjusted pursuant to this Section 6.3.2.

- (b) Any Sexual Abuse Claim that is based on abuse that occurred in Canada between January 1, 1968 and December 31, 1973 shall be subject to a reduction of 50% of the points allocated to such Claim.

6.2.8 Claims Subject to a 25% Adjustment.

- (a) Any Sexual Abuse Claim that is based on abuse that occurred in any of the Group B States shall be subject to a reduction of 25% of the points allocated to such Claim; provided, however, that any Sexual Abuse Claim that was timely filed before the expiration of any applicable statute of limitations shall not be adjusted pursuant to this section 6.3.3.

- (b) Any Sexual Abuse Claim that is based on abuse that occurred in Canada between December 19, 1962 and December 31, 1967 shall be subject to a reduction of 25% of the points allocated to such Claim.

6.2.9 Setoff.

Any award on account of a Sexual Abuse Claim shall be setoff by any amounts previously paid to the Claimant collectively by the Debtors, the Congregation and CBIC; provided, however, that any Sexual Abuse Claim that is subject to set off pursuant to this section 6.4 shall receive the higher of (a) the amount awarded to the claim after setoff or (b) \$5,000.00.

6.2.10 Minimum Distribution

Notwithstanding anything to the contrary herein or in the Plan, every holder of an Allowed Sexual Abuse Claim shall receive a distribution of at least \$5,000.

6.2.11 Monetary Distribution.

The ACR will arrive at a point total for each Sexual Abuse Claimant taking into account the above factors.

The value of an individual “point” will be determined after all Sexual Abuse Claims have been evaluated. The point value will be determined by dividing the total amount of dollars in the Net Settlement Fund by the total number of points among all of the individual Allowed Sexual Abuse Claims. By way of example, if there are 400 claimants awarded a total of 25,000 points, with a total Net Settlement Fund of \$15 million, each point would be valued at \$600.

7. DETERMINATIONS BY THE ACR AND REQUESTS FOR RECONSIDERATION AND APPEAL.

The Trustee shall notify each Abuse Claimant in writing of the monetary distribution with respect to the Abuse Claimant’s Claim, which distribution may be greater or smaller than

the actual distribution to be received based on reserves established by the administrator and the outcome of any reconsideration of claims. The administrator shall mail this preliminary determination to the Abuse Claimant to the Abuse Claimant's counsel of record, or in the case of unrepresented parties, to the last address based on the Abuse Claimant's filed proof of claim. The ACR's determination shall be final unless the Abuse Claimant makes a timely request for the point award to be reconsidered by the ACR. The Abuse Claimant shall not have a right to any other appeal of the ACR's point award. The Abuse Claimant may request reconsideration of the ACR's point award by delivering a written request for reconsideration to the ACR within 14 calendar days after the date of mailing of the preliminary monetary distribution. The Abuse Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request upon a showing that such additional information could not have been provided in accordance with this protocol. The ACR shall have sole discretion to determine how to respond to the request for reconsideration. The ACR's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

Exhibit 2.28 Christian Brothers Schools

1. All Hallows Institute
111 E. 164th Street
Bronx, NY 10452
2. Bergen Catholic H.S.
1040 Oradell Avenue
Oradell, NJ 07649
3. Bishop Hendricken H.S.
2615 Warwick Avenue
Warwick, RI 02889
4. Bishop Kearney H.S.
125 Kings Highway
Rochester, NY 14617
5. Blessed Sacrament/St. Gabriel's H.S.
24 Shea Place
New Rochelle, NY 10805
6. Cardinal Hayes H.S.
650 Grand Concourse
Bronx, NY 10451
7. Catholic Memorial H.S.
235 Baker Street
West Roxbury, MA 02132
8. Essex Catholig H.S. (Bishop Francis/Essex Catholic H.S.)
135 Glenwood Avenue
East Orange, NJ 07017
9. Iona College
715 North Avenue
New Rochelle, NY 10804
10. Iona Grammar School
Stratton Road
New Rochelle, NY 10804

11. Iona Preparatory School
255 Wilmot Road
New Rochelle, NY 10804
12. Msgr. Farrell H.S.
2900 Amboy Road
Staten Island, NY 10306
13. Notre Dame/Bishop Gibbons H.S.
2602 Albany Street
Schenectady, NY 12304
14. Power Memorial Academy
161 West 61st Street
New York, NY 10023
15. Brother Rice H.S.
74 West 124th Street
New York, NY 10027
16. Sacred Heart of Jesus School
462 West 52nd Street
New York, NY 10019
17. St. Cecilia School
220 East 106th Street
New York, NY 10029
18. St. Lucy's School
340 East 104th Street
New York, NY 10029
19. Tampa Catholic H.S.
4630 North Rome Avenue
Tampa, FL 33603
20. Archbishop Curley/Notre Dame H.S.
300 N. E. 50th Avenue
Miami, FL 33137
21. St. Augustine's School
Philips Avenue and Elting Place
Highland, NY 12528

22. St. John Neumann H.S.
3000 53rd Street S.W.
Naples, FL 33999
23. St. Francis DeSales
340 East 104th Street
New York, NY 10029
24. New Street Ministry
St. John's Church
3921 St. John's Avenue
North Charleston, S.C. 29405
25. St. Joseph H.S.
PO BOX 2027
Madison, MS 39130
26. Guadalupe Regional Middle School
1214 East Lincoln Street
Brownsville, TX 78521
27. Trinity Catholic H.S.
5 South East 17th Street
Ocala, FL 34471
28. Br. Rice H.S.
7101 Lasher Road
Bloomfield Hills, MI 48301
29. Br. Rice H.S.
10001 South Pulaski Road
Chicago, IL 60655
30. Damien Memorial H.S.
1401 Houghtailing Street
Honolulu, HI 96817
31. O'Dea H.S.
802 Terry Avenue
Seattle, WA 98104
32. Palma H.S.
919 Iverson Street
Salinas, CA 93901

33. St. Laurence H.S.
5556 West 77th Street
Burbank, IL 60649

34. Cantwell H.S.
329 North Garfield Avenue
Montebello, CA 90640

35. Leo H.S.
7901 S. Sangamon Street
Chicago, IL 60620

36. St. Patrick H.S. (St. Patrick/St. Vincent H.S.)
1500 Benicia Road
Vallejo, CA 94590

37. Seton Catholic H.S.
1150 North Dobson Road
Chandler, AZ 85224

Exhibit 2.63 Fraud Claims

1. Claim No. 27, as amended by Claim No. 420.
2. Claim No. 28, as amended by Claim No. 171.
3. Claim No. 29, as amended by Claim No. 170.
4. Claim No. 30.
5. Claim No. 31, as amended by Claim No. 172.

Exhibit 2.77 Participating Parties

1. Community Support Corporation
10001 S. Pulaski Road
Chicago, Illinois 60655

2. Edmund Rice Christian Brothers North American Province of the Congregation of Christian Brothers, an ecclesiastical entity, and a juridic person under Canon law, regardless of whether it is part of the Debtors, or has a separate legal existence under civil law, and including any predecessors thereto, including the North American Province, the former Eastern American Province, the former Western American Province and the former Canadian Province of the Congregation of Christian Brothers. The Province does not include the Latin American Region.

Exhibit 2.92 Providence Washington Agreement

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback ("Agreement") is hereby made between and among The Christian Brothers' Institute ("CBI" as defined below) and the Other Releasing Parties (as defined below), on the one hand; and Providence Washington Insurance Company ("Providence Washington" as defined below), on the other hand.

RECITALS

WHEREAS, numerous individuals have asserted claims against CBI and certain Other Releasing Parties for injuries they allegedly suffered due to sexual and/or physical abuse and/or other misconduct by brothers or priests and/or other individuals allegedly negligently hired, supervised, or maintained by CBI; and

WHEREAS, Providence Washington issued or allegedly issued certain insurance policies to or for the benefit of CBI and/or the Other Releasing Parties (the "Policies" as defined below); and

WHEREAS, certain disputes between, on the one hand, CBI and the Other Releasing Parties and, on the other hand, Providence Washington and the Providence Washington Released Parties (as defined below) have arisen and/or would be likely to arise in the future concerning Providence Washington's position regarding the nature and scope of its responsibilities, if any, to provide coverage to CBI and/or any of the Other Releasing Parties under the Policies in connection with the Tort Claims (the "Coverage Disputes" as defined below); and

WHEREAS, CBI filed a voluntary petition for reorganization under Chapter 11 of the Bankruptcy Code (as defined below) on April 28, 2011 (the "Petition Date" as defined below), in the United States Bankruptcy Court for the Southern District of New York (the "Reorganization Case" as defined below); and

WHEREAS, CBI and the Other Releasing Parties, on the one hand, and Providence Washington and the Providence Washington Released Parties, on the other hand, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all Coverage Disputes and any and all other disputes between them; and

WHEREAS, through this Agreement, CBI and the Other Releasing Parties intend to provide Providence Washington and the Providence Washington Released Parties with the broadest possible buyback and release with respect to the Policies and to provide that Providence Washington and the Providence Washington Released Parties shall have no further obligations now or in the future with respect to the Policies and no further obligations to CBI or the Other Releasing Parties under any other policy of insurance issued by Providence Washington; and

WHEREAS, as part of the compromise and resolution of such disputes, CBI, the Other Releasing Parties, Providence Washington, and the Providence Washington Released Parties wish to effect a sale of the Policies pursuant to Section 363 of the Bankruptcy Code; and

WHEREAS, the Parties and the Other Releasing Parties have received the advice of counsel in the preparation, drafting, and execution of this Agreement, which was negotiated at arm's length;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound, subject to the approval of the Bankruptcy Court, CBI, the Other Releasing Parties, Providence Washington, and the Providence Washington Released Parties hereby agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 As used in this Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below shall have any meanings given to them in the Bankruptcy Code.

1.1.1 "Approval Motion" means the motion seeking entry of the Approval Order.

1.1.2 "Approval Order" means a Final Order in substantially the form attached hereto as Exhibit 1, with only such modifications as are acceptable both to Providence Washington, CBI, and the Committee in each party's respective reasonable discretion, entered by the Bankruptcy Court under Bankruptcy Code Sections 363 and 105 and Bankruptcy Rule 9019 and/or under such other provisions as the Bankruptcy Court may order, approving this Agreement and authorizing the Parties to undertake the settlement and the transactions contemplated by this Agreement.

1.1.3 "Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*

1.1.4 "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York, or such court having jurisdiction over the Cases or any proceeding within.

1.1.5 "Bankruptcy Rules" means the Rules and Forms of Practices and Procedures in Bankruptcy promulgated under 28 U.S.C. § 2075, as amended, and the local rules and general orders of the Bankruptcy Court, as applicable to Chapter 11 cases, together with all amendments and modifications thereto.

1.1.6 "Cases" means the cases under Chapter 11 of the Bankruptcy Code commenced by The Christian Brothers' Institute on April 28, 2011, Case No.

11-22820 and The Christian Brothers of Ireland, Inc. on April 28, 2011, Case No. 11-22821.

1.1.7 "CBI" means The Christian Brothers' Institute, a New York not-for-profit corporation, and the Estate (pursuant to Section 541 of the Bankruptcy Code).

1.1.8 "Christian Brother Ministry Sites" means those ministries, schools and Institutions listed on Exhibit 4 to this Agreement.

1.1.9 "Claim" means any past, present or future 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.

1.1.10 "Committee" means the Official Committee of Unsecured Creditors appointed in CBI's chapter 11 case.

1.1.11 "Confirmation Order" means a Final Order confirming a plan of reorganization as to CBI.

1.1.12 "Coverage Disputes" means those disputes between CBI and Providence Washington that have arisen or that may arise in the future concerning Providence Washington's position regarding the nature and scope of Providence Washington's responsibilities, if any, to provide coverage to CBI and/or any of the Other Releasing Parties under the Policies for Claims.

1.1.13 "Dioceses" means those dioceses listed on Exhibit 2 to this Agreement.

1.1.14 "Extra-Contractual Claim" means any Claim against Providence Washington or any of the Providence Washington Released Parties based, in whole or in part, on allegations that Providence Washington or the Providence Washington Released 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 Providence Washington or

any of the Providence Washington Released Parties of any type for which the claimant seeks relief other than coverage or benefits under any of the Policies. Extra-Contractual Claims include without limitation: (i) any Claim arising out of or relating to Providence Washington's or any of the Providence Washington Released Parties' handling of any Claim or any request for insurance coverage relating to the Policies, including any request for coverage for any Claim, including any Tort Claim; and (ii) the conduct of the Parties with respect to the negotiation of this Agreement.

1.1.15 "Final Order" means an order, judgment, or other decree (including any modification or amendment thereof) of the Bankruptcy Court, a U.S. District Court, or any other court having jurisdiction that remains in effect and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired or, if such an appeal or review has been taken, (i) it has been resolved and no longer remains pending or (ii) CBI, the Committee, and Providence Washington have mutually agreed in writing that the order from which such appeal or review is taken should be deemed to be a Final Order within the meaning of this Agreement.

1.1.16 "Insurance Coverage Claim" means any Claim for insurance coverage under the Policies or any Claim for insurance coverage by CBI or any of the Other Releasing Parties under any other policy of insurance issued by Providence Washington.

1.1.17 "Interests" means all liens, Claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, including any rights of contribution, indemnity, defense, subrogation, or similar relief relating to the Policies.

1.1.18 "MSPA" means Medicare Secondary Payer Act, codified at 42 U.S.C. § 1395y, and the regulations promulgated thereunder, found at 42 C.F.R. § 411.1 *et seq.*

1.1.19 "North American Christian Brother" means those individuals listed on Exhibit 3 to this Agreement.

1.1.20 "Other North American Christian Brothers Entities" means those entities listed on Exhibit 5 to this Agreement.

1.1.21 "Other Releasing Parties" means: (i) The Christian Brothers of Ireland, Inc. ("CBOI"), (ii) the Edmund Rice Christian Brothers North American Province of the Congregation of Christian Brothers, an ecclesiastical entity, and juridic person under Canon Law, regardless of whether it is part of CBI or CBOI, or has a separate legal existence under civil law, and including any predecessors thereto, including the North American Province, the former Eastern American

Province, the former Western American Province, and the former Canadian Province of the Congregation of Christian Brothers (the "Province"), (iii) any and all insureds and additional insureds under the Policies with respect to whom CBI has authority to release the Claims released pursuant to this Agreement; (iv) any and all predecessors, successors, and assigns of CBI or the Entities identified in paragraph 1.1.21(i), (ii), and (iii) above; and (v) any and all past and present employees, officers, trustees, directors, shareholders, principals, agents, attorneys, and representatives of the Persons and Entities identified in paragraph 1.1.21(i), (ii), (iii), and (iv) above, in their capacity as such.

1.1.22 "Parties" means CBI and Providence Washington, and "Party" means either of them.

1.1.23 "Person" means an individual or entity, including any corporation, corporation sole, partnership, association, limited liability company, proprietorship, joint venture, trust, executor, legal representative, or any other entity or organization, as well as any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof.

1.1.24 "Petition Date" means April 28, 2011, the date upon which CBI filed its voluntary petition for reorganization under Chapter 11 of the Bankruptcy Code.

1.1.25 "Policies" means any and all known and unknown policies of insurance issued or allegedly issued by Providence Washington to CBI and/or any of the Other Releasing Parties, including those policies that are identified on Exhibit 6 to this Agreement.

1.1.26 "Providence Washington" means Providence Washington Insurance Company, and each of its past and present subsidiaries, parents, and affiliates. "Providence Washington" also includes all future subsidiaries, parents, and affiliates of Providence Washington Insurance Company, to the extent that their liability arises out of liabilities under insurance policies issued by Providence Washington Insurance Company, or any of its past or present subsidiaries, parents, or affiliates.

1.1.27 "Providence Washington Released Parties" means Providence Washington, as defined above, and all employees, officers, directors, shareholders, principals, parents, indirect parents, claims managers, agents, attorneys, and representatives, as well as the predecessors, successors, assignors, and assigns of each of the foregoing, in their capacity as such.

1.1.28 "Provincial Leadership Team" means the Persons who govern the Province.

1.1.29 "Reorganization Case" means the Chapter 11 reorganization case filed April 28, 2011, by CBI in the United States Bankruptcy Court for the Southern District of New York, *In re The Christian Brothers' Institute, et al.*, Case No. 11-22820 (RDD) (Jointly Administered).

1.1.30 "Settlement Amount" means the payment to be made by Providence Washington pursuant to Section 2.1 of this Agreement.

1.1.31 "Settlement Effective Date" means the later of (a) the date on which this Agreement becomes effective, which shall be the day on which the Approval Order entered by the Bankruptcy Court has become a Final Order, which shall be after the Parties and the Other Releasing Parties have executed this Agreement and delivered evidence of that execution, through delivery of an executed signature page, to each other or (b) the date on which Providence Washington pays the Settlement Amount pursuant to Section 2.1 of this Agreement.

1.1.32 "Settling Insurer Injunction" means an injunction barring and permanently enjoining any and all Persons or entities (including, without limitation, all debt holders, all equity holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, Tort Claim holders, other insurers, and all others holding Claims or Interests) from asserting against Providence Washington, or any of the Providence Washington Released Parties, any Claim (including, without limitation, any Insurance Coverage Claim or Extra-Contractual Claim) or Interest of any kind or nature whatsoever arising from or relating in any way to any Tort Claim or any of the Policies.

1.1.33 "Tort Claim" means (i) any Claim against CBI and/or Other Releasing Parties resulting, in whole or in part, from alleged sexual molestation, abuse or other conduct of a sexual nature, corporal punishment or abuse, or any other misconduct and seeking monetary damages or any other relief, including any Claim asserted against CBI and/or Other Releasing Parties in connection with the Reorganization Case, and (ii) any Claim against Providence Washington for contribution, indemnity, defense, subrogation, or similar relief that arises directly or indirectly from Claims against CBI and/or Other Releasing Parties identified above.

1.1.34 "Tort Claimant" means any Person asserting a Tort Claim.

1.1.35 "Trust" means the Trust, established pursuant to a plan of reorganization as to CBI and confirmed by the Confirmation Order.

1.2 The following rules of construction shall apply to this Agreement:

1.2.1 Unless the context of this Agreement otherwise requires:
(i) words of any gender include each other gender; (ii) words using the singular

or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement; and (iv) the words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation."

1.2.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Agreement.

1.2.3 The wording of this Agreement was reviewed by legal counsel for each of the Parties, or other signatories to this Agreement, and each of them had sufficient opportunities to propose and negotiate changes prior to its execution. None of the Parties, the Other Releasing Parties, or the Providence Washington Released Parties or other signatories to this Agreement will be entitled to have any wording of this Agreement construed against the other based on any contention as to which of the Parties drafted the language in question or which party is an insurer.

1.2.4 The use of the terms "intend," "intended," or "intent," when describing the intention of the Parties, the Other Releasing Parties, and/or the Providence Washington Released Parties, as the case may be, shall not be construed to create a breach of this Agreement when the stated intent is not achieved. Notwithstanding the foregoing sentence, however, and for the avoidance of doubt, nothing in this Agreement, including in conjunction with or reliance on this section, shall be construed as allowing CBI or any Other Releasing Party to make any Claim against Providence Washington or any Providence Washington Released Party under the Policies or any other policy of insurance issued by Providence Washington should the intent of any Party to this Agreement fail or otherwise not be achieved. In exchange for payment of the Settlement Amount, the Parties, Other Releasing Parties, and Providence Washington Released Parties agree that all Claims against Providence Washington and the Providence Washington Released Parties are forever released and bought back as set forth in this Agreement.

2. PAYMENT OF SETTLEMENT AMOUNT

2.1 Subject to all of the terms of this Agreement, in full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the sale of the Policies to Providence Washington free and clear of all interests of any Person, and expressly subject to fulfillment of all conditions to payment identified in Section 3 below, Providence Washington shall pay to the Trust, by wire transfer, the sum of Three Million Two Hundred Thousand Dollars (\$3,200,000) (the "Settlement Amount") within fourteen (14) days after the Conditions Precedent to Providence Washington's Payment set forth in Section 3

of this Agreement have been fulfilled, provided that Providence Washington receives prior written notice of at least fourteen (14) days from the Trustee of the Trust that such conditions have been satisfied and direction as to transmission of the payment.

- 2.2 The Parties, the Other Releasing Parties, and the Providence Washington Released Parties expressly agree that it is intended: (i) that the Settlement Amount is the total amount Providence Washington and the Providence Washington Released Parties are obligated to pay on account of any and all Claims made under or relating to the Policies (including the Tort Claims and any Insurance Coverage Claims or Extra-Contractual Claims); (ii) that under no circumstance will Providence Washington or the Providence Washington Released Parties ever be obligated to make any additional payments to anyone in connection with the Policies for any Claims, or for any Insurance Coverage Claims or Extra-Contractual Claims; (iii) that under no circumstance will Providence Washington or the Providence Washington Released Parties ever be obligated to make any additional payments to, or on behalf of, CBI or any of the Other Releasing Parties in connection with other policies of insurance, if any, issued by Providence Washington with respect to any Claims in connection with, arising out of or relating in any way to any Tort Claims; and (iv) that all limits of liability of the Policies, regardless of how the Policies identify or describe those limits, including all per person, per occurrence, per claim, "each professional incident," and aggregate limits, shall be deemed fully and properly exhausted. The Parties, the Other Releasing Parties, and the Providence Washington Released Parties further agree that the Settlement Amount is the full purchase price of the Policies.
- 2.3 The plan of reorganization as to CBI that is confirmed in the Confirmation Order shall provide that this Agreement is binding on the Trust.
- 2.4 The plan of reorganization as to CBI that is confirmed in the Confirmation Order shall also provide that Providence Washington and the Providence Washington Released Parties shall not have any liability to any governmental entity or insurer on account of payments made by the Trust to any Tort Claimant, including but not limited to liability under the MSPA.

3. **CONDITIONS PRECEDENT TO PROVIDENCE WASHINGTON'S PAYMENT**

- 3.1 Payment of Settlement Amount. Providence Washington's obligation to pay the Settlement Amount in Section 2.1 above is expressly conditioned on CBI having obtained (i) the fully executed release from The Congregation of Christian Brothers in the form attached hereto as Exhibit 7, (ii) the Approval Order, and (iii) the Confirmation Order; it is also expressly conditioned on CBI having fully complied with Sections 3.2 through 3.5 below, as well as every other condition set forth in this Agreement. It shall not be a failure of this condition, however, if

the Court defers entry of the Approval Order, in whole or in part, until entry of the Confirmation Order.

- 3.2 Release from The Congregation of Christian Brothers. Within seven (7) days after the Parties and Other Releasing Parties have executed this Agreement, CBI shall deliver to Providence Washington a fully executed release from The Congregation of Christian Brothers in the form attached to this Agreement as Exhibit 7. The release shall be executed by Superior General of The Congregation of Christian Brothers, and witnessed as provided therein. Thereafter, the fully executed release shall be promptly substituted for the unexecuted release and become the final Exhibit 7 to this Agreement, and be incorporated herein, and made a part hereof, by reference.
- 3.3 Approval Order. Within seven (7) days after the Parties and the Other Releasing Parties have executed this Agreement, CBI shall file the Approval Motion.

3.3.1 If any objections to the Approval Motion are filed with the Bankruptcy Court, CBI shall file a written response, in a form acceptable to Providence Washington, and shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order. Providence Washington will cooperate with CBI, including making all appropriate submissions.

3.3.2 Written notice of the Approval Motion shall be provided to all known claimants (including all Tort Claimants and other claimants who have filed proofs of claim and all Tort Claimants scheduled by CBI), the United States Trustee for the Southern District of New York, counsel for the Official Committee of Unsecured Creditors, all Persons who have filed notices of appearance in the Reorganization Case, all entities known to have provided general liability insurance to CBI, the Other Releasing Parties, the Provincial Leadership Team, the Dioceses, The Congregation of Christian Brothers, all North American Christian Brothers, all Christian Brother Ministry Sites, and all Other North American Christian Brothers Entities: All claimants, including Tort Claimants, shall be served at the address shown on their proofs of claim or to their counsel of record (with a single notice to any counsel of record who represents multiple Tort Claimants constituting notice to all that counsel's clients who are Tort Claimants) or, if no proof of claim was filed, then at the address on CBI's schedules. Counsel for each Tort Claimant shall also be served. Known Tort Claimants, to the extent of record, shall be served even if not scheduled or the subject of a proof of claim, to the extent known to CBI. Any and all co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Tort Claimants shall also be given written notice at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant. The notice of intent to seek entry of the Approval Order also shall be published once

in *USA Today* and *The Wall Street Journal*, in a form and at a time agreed to by the Parties or as ordered by the Bankruptcy Court. The expenses associated with said publication shall be divided equally between CBI and Providence Washington.

- 3.4 The Plan of Reorganization. The plan of reorganization as to CBI must be acceptable in form and substance to Providence Washington and must be in all respects consistent with this Agreement and contain no provisions that diminish or impair its benefit to Providence Washington or the Providence Washington Released Parties.
- 3.5 Confirmation Order. In conjunction with the Reorganization Case, CBI shall seek and obtain entry of a Confirmation Order, which order must be acceptable in form and substance to Providence Washington and which must be in all respects consistent with this Agreement and contain no provisions that diminish or impair the benefit of this Agreement to Providence Washington or the Providence Washington Released Parties. The Confirmation Order shall (i) approve a plan of reorganization as to CBI pursuant to Section 1129 and any other applicable provision of the Bankruptcy Code; (ii) contain an injunction pursuant to §105(a) of the Bankruptcy Code channelling all Tort Claims to the Trust; (iii) provide that this Agreement is binding on the Trust, (iv) contain the Settling Insurer Injunction in favor of Providence Washington and the Providence Washington Released Parties; and (v) provide all protections to Providence Washington and the Providence Washington Released Parties against Tort Claims that are afforded to settling insurers under the plan of reorganization. In connection therewith, CBI's efforts shall include: (i) proposing a plan of reorganization and seeking a confirmation hearing on an appropriately timely basis; (ii) urging the Bankruptcy Court to overrule any objections and to confirm a proposed plan; and (iii) taking all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order. The form and manner of notice of the hearing to confirm the plan of reorganization as to CBI and the form and manner of notice of the hearing as to the adequacy of the disclosure statement pertaining thereto are subject to advance approval by Providence Washington, which approval cannot be unreasonably withheld. Prior to entry of the Confirmation Order, CBI shall oppose any motion to lift any stay as to any Tort Claim. In the event the Bankruptcy Court lifts the stay as to any Tort Claim prior to the Confirmation Order, CBI shall defend that Tort Claim to the extent that such Tort Claim would have been covered by one of the Policies, which indemnity and defense expenses shall be paid by Providence Washington and deducted from the Settlement Amount. In the event CBI fails to defend that Tort Claim, then Providence Washington shall have the right, but not the duty, to defend and/or indemnify that Tort Claim pursuant to the terms and conditions of the applicable Policies and any such costs for defense or indemnity shall be deducted from the Settlement Amount. In such event, CBI will cooperate with Providence Washington in the defense and/or indemnification of such Tort

Claim, and Providence Washington agrees not to settle any such Tort Claim without the express consent of the Committee.

4. CONDITIONS TO AGREEMENT

- 4.1 This Agreement shall be subject to the following conditions: in the event (i) the Bankruptcy Court dismisses the Reorganization Case or converts it to a case under Chapter 7 of the Bankruptcy Code prior to the entry of a Confirmation Order; or (ii) one or more of the conditions ("Dismissal Conditions") identified in Section 4.2 below occurs, then either CBI (subject to Court approval unless the Reorganization Case is dismissed) or Providence Washington may terminate this Agreement by prompt written notice to the other Party. Upon termination of this Agreement, the releases provided in Section 5 of this Agreement shall become null and void, and CBI and Providence Washington shall retain all of their rights and obligations with respect to the Policies, which shall be reinstated as if this Agreement had never been drafted or executed.
- 4.2 Dismissal Conditions for purposes of Section 4.1 of this Agreement are: (i) the failure of CBI, after a good faith effort, to obtain, by December 31, 2013, a Confirmation Order, provided, however, that this date shall be extended by up to six months at the request of either CBI or Providence Washington and may be extended further by the consent of both Parties and the Official Committee of Unsecured Creditors, which consent shall not be unreasonably withheld; or (ii) the agreement of Providence Washington and CBI that CBI should seek dismissal of the Reorganization Case.

5. RELEASES AND SALE FREE AND CLEAR

- 5.1 From and after the Settlement Effective Date, neither CBI nor any Other Releasing Party shall commence against Providence Washington or the Providence Washington Released Parties any Claim with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance arising out of, connected with, or in any way relating to any of the Policies or any other policy of insurance issued by Providence Washington, any Tort Claim, any Insurance Coverage Claim, any Extra Contractual Claim, and/or any other matter released pursuant to Section 5.2 below, unless this Agreement is properly terminated pursuant to Section 4 above.
- 5.2 Subject to entry of the Approval Order and the Confirmation Order as Final Orders, and the payment of the sum set forth in Section 2.1, and without any further action by the Parties, CBI and the Other Releasing Parties, on the one hand, and Providence Washington and the Providence Washington Released Parties, on the other hand, each hereby fully, finally, and completely remise, release, acquit, and forever discharge, as of the Settlement Effective Date, the other, and each of them, from any and all past, present, or future Claims in

connection with, relating to or arising out of, in any manner or fashion, the Policies or any other policy of insurance issued by Providence Washington, including Claims that are actual or alleged, known or unknown, accrued or unaccrued, suspected or unsuspected (including Tort Claims, Insurance Coverage Claims, Extra-Contractual Claims, and all Claims relating to, or arising out of the Reorganization Case), whether such Claims seek compensatory damages, punitive damages, exemplary damages, statutorily multiplied damages, attorneys' fees, interest, costs, or any other type of monetary or nonmonetary relief.

- 5.3 CBI, the Other Releasing Parties, Providence Washington, and the Providence Washington Released Parties agree that, as set forth in the Approval Order, Providence Washington hereby buys back the Policies free and clear of all liens, encumbrances, and other Interests (as set forth in the Approval Order) of any Person including, but not limited to, all rights and Interests of CBI; all Other Releasing Parties; any other Person claiming coverage by, through, or on behalf of CBI or the Other Releasing Parties; any other insurer; any Tort Claimant; the Dioceses, The Congregation of Christian Brothers; all North American Christian Brothers; all Christian Brother Ministry Sites; and all Other North American Christian Brothers Entities. This sale is pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code. The Parties, Other Releasing Parties, and Providence Washington Released Parties acknowledge and agree that (i) Providence Washington is a good faith purchaser of the Policies within the meaning of Section 363(m) of the Bankruptcy Code and (ii) the consideration exchanged constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to the Policies and constitutes reasonably equivalent value. The Parties, Other Releasing Parties, and Providence Washington Released Parties agree (as set forth in the Approval Order) that the releases in this Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws. The Parties, Other Releasing Parties, and Providence Washington Released Parties agree (as set forth in the Approval Order) that, upon the payment of the Settlement Amount by Providence Washington, the Policies shall be terminated and of no further force and effect. The Parties, Other Releasing Parties, and Providence Washington Released Parties further agree that Providence Washington's payment of the Settlement Amount constitutes Providence Washington's full and complete performance of any and all obligations under the Policies, including any performance owed to CBI and/or any of the Other Releasing Parties, and exhausts all limits of liability of the Policies. The Parties, Other Releasing Parties, and Providence Washington Released Parties agree that all rights, title, or interest CBI or Other Releasing Parties may have had, may presently have, or in the future may have in the Policies are released pursuant to the terms of this Agreement. The Parties, Other Releasing Parties, and Providence Washington Released Parties further agree that CBI and the Other Releasing Parties accept the Settlement Amount in full and complete satisfaction

of all Providence Washington's past, present, and future obligations, including any obligations to CBI and the Other Releasing Parties, or any of them, under the Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such claims are in any way related to, connected with, based on, or arise out of the Tort Claims, the Reorganization Case, or otherwise under the Policies.

- 5.4 If, contrary to the specific intent of the Parties, Other Releasing Parties, and Providence Washington Released Parties, any Claims released pursuant to Section 5.2, including any Insurance Coverage Claim, are deemed to survive this Agreement, even though they are encompassed by the terms of the release set forth in this Section 5 of this Agreement, the Parties, Other Releasing Parties, and Providence Washington Released Parties hereby forever, expressly, and irrevocably waive entitlement to and agree not to assert any and all such Claims.
- 5.5 The releases set forth in this Section 5, as well as all other provisions in this Agreement, are not intended to apply to or have any effect on Providence Washington's right to reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Policies or any other policy of insurance issued by Providence Washington.
- 5.6 Nothing in this Section 5 is intended to, nor shall be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 6.1 Each of the Parties, the Other Releasing Parties, and the Providence Washington Released Parties separately represents and warrants as follows:

6.1.1 To the extent it is a corporation, including a non-profit corporation, or other legal entity, it has the requisite power and authority to enter into this Agreement and to perform the obligations contemplated by this Agreement, subject only to approval of the Bankruptcy Court;

6.1.2 Subject to entry of the Approval Order, the execution and delivery of, and the performance of the obligations contemplated by, this Agreement have been approved by duly authorized representatives of the Parties, the Other Releasing Parties, and the Providence Washington Released Parties and by all other necessary actions of the Parties, Other Releasing Parties, and Providence Washington Released Parties; and

6.1.3 This Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and has been executed and delivered in good faith, pursuant to arm's length negotiations and for value and valuable consideration.

6.2 Each of the Parties and Other Releasing Parties has conducted and completed a reasonably thorough and good faith search for any policy of insurance that might exist, or other evidence of any such policy of insurance, such as certificates of insurance or other secondary evidence of the existence of insurance, under which Providence Washington was or might be, with respect to any Tort Claim, an insurer of CBI. Other than the policies identified in Exhibit 6, no other policies of insurance have been located.

6.3 The person(s) executing this Agreement on behalf of the Other Releasing Parties represents and warrants that he/she has received authority from such Other Releasing Parties, as the case may be, to execute this Agreement on their behalf and to provide the releases identified in Section 5 above on behalf of such Other Releasing Parties.

7. ACTIONS INVOLVING THIRD PARTIES

7.1 For purposes of supporting the release granted in Section 5 and the extinguishment of any and all rights under the Policies resulting from the purchase and sale thereof contemplated by this Agreement, CBI and each Other Releasing Party hereby agrees as follows:

7.1.1 In the event that any other insurer of CBI or any Other Releasing Party obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from Providence Washington as a result of a claim for contribution, subrogation, indemnification, or other similar claim against Providence Washington for Providence Washington's alleged share or equitable share, or to enforce subrogation rights, if any, of the defense and/or indemnity obligation of Providence Washington for any Claims released or resolved pursuant to this Agreement, CBI or Other Releasing Party(ies), as applicable, shall voluntarily reduce its judgment or Claim against, or settlement with, such other insurer(s) to the extent necessary to satisfy such contribution, subrogation, indemnification, or other claims against Providence Washington. To ensure that such a reduction is accomplished, Providence Washington shall be entitled to assert this Section as a defense to any action against Providence Washington brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect Providence Washington and the Providence Washington Released Parties from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Providence Washington, such Claim may be asserted as a defense

against the Trust (under a plan of reorganization as to CBI contemplated by this Agreement) in any coverage litigation (and the Trust may assert the legal and equitable rights of Providence Washington in response thereto); and to the extent such a Claim is determined to be valid by the court presiding over such action, the liability of such non-settling insurer to the Trust (or CBI or the Other Releasing Parties) shall be reduced dollar for dollar by the amount so determined. For avoidance of doubt, nothing herein shall affect classification of claims under CBI's chapter 11 plan.

- 7.2 If notwithstanding the releases and injunctions provided for herein, in the Approval Order, in CBI's plan of reorganization, or in the Confirmation Order, any Person asserts, or attempts to assert, any Claim against Providence Washington or any Providence Washington Released Party that arises under, out of, or is based upon the Policies, whether sounding in contract, tort, equity, or otherwise, Providence Washington shall give prompt written notice thereof to CBI as provided for herein. Upon receipt of such notice, CBI shall at its own expense, but with the full cooperation and participation of Providence Washington, take appropriate legal action, including the filing of any motions or other papers as may be necessary or appropriate, with the Bankruptcy Court, or such other court as may be appropriate under the circumstances, to seek enforcement of said releases and injunctions. If contrary to the intent of the Parties hereunder, any such Claim survives said releases and injunctions, then CBI shall defend, indemnify, and hold Providence Washington and the Providence Washington Released Parties harmless against any and all liability, loss, cost, or expense incurred by Providence Washington or the Providence Washington Released Parties with respect thereto. In such event, Providence Washington or the Providence Washington Released Parties shall have the right to select counsel of their choice, however, the combined defense and indemnity obligations of CBI to Providence Washington and the Providence Washington Released Parties under this Section 7.2 shall be capped at the Settlement Amount. The obligations of CBI under this section shall be excepted from CBI's bankruptcy discharge and the Confirmation Order shall so provide.
- 7.3 Providence Washington shall not seek reimbursement for any payments it is obligated to make under this Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other insurer of CBI unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from Providence Washington. CBI shall use its reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Section 7; provided, however, that the failure of CBI, despite its reasonable best efforts, to obtain such an agreement from any insurer with which it settles will not be a basis to terminate this Agreement or excuse Providence Washington from performing its obligations hereunder, including, without limitation, payment of the Settlement Amount.

8. MISCELLANEOUS

- 8.1 The plan of reorganization of CBI shall provide that the reorganized CBI shall be bound by, and shall honor, CBI's obligations under this Agreement including, but not limited to, CBI's obligations under Section 7.2 above. All such obligations shall be excepted from CBI's bankruptcy discharge and the Confirmation Order shall so provide. This Agreement, including all of its exhibits, shall be attached as an exhibit to CBI's plan of reorganization and incorporated therein, and made a part thereof, by reference.
- 8.2 In the event that any proceedings are commenced to invalidate all or any part of this Agreement, the Parties, Other Releasing Parties, and Providence Washington Released Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted by any Person not a Party to this Agreement to invalidate, interpret, or prevent the validation or enforcement, or carrying out, of all or any of the provisions of this Agreement, the Parties, Other Releasing Parties, and Providence Washington Released Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.
- 8.3 Each Party, Other Releasing Party, and Providence Washington Released Party agrees to take such steps and to execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement and to preserve its validity and enforceability.
- 8.4 The Parties, Other Releasing Parties, and Providence Washington Released Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Confirmation Order, and the Reorganization Case. Such cooperation shall include consulting with each other upon request concerning the status of proceedings and providing each other with copies of requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court; provided, however, that nothing contained in this Section shall obligate any Party, Other Releasing Parties, or Providence Washington Released Parties to provide any information that is otherwise subject to the attorney-client privilege or work-product doctrine.
- 8.5 This Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between the Parties, the Other Releasing Parties, and the Providence Washington Released Parties. Except as otherwise expressly provided herein, this Agreement supersedes all prior communications, settlements, and understandings between the Parties, the Other Releasing Parties, and the Providence Washington Released Parties, and their respective representatives, regarding the matters addressed by this Agreement. Except as explicitly set forth in this Agreement, there are no

representations, warranties, promises, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or alter or supplement its terms. Any statements, promises, or inducements, whether made by any Party or any agents of any Party, that are not contained in this Agreement shall not be valid or binding. Any changes to this Agreement must be made in writing and with the consent of the Parties, Other Releasing Parties, and Providence Washington Released Parties.

- 8.6 By entering into this Agreement, none of Parties, the Other Releasing Parties, or Providence Washington Released Parties has waived or shall be deemed to have waived any rights, obligations, or positions it or they have asserted or may in the future assert in connection with any matter or Person outside the scope of this Agreement. CBI's and the Other Releasing Parties' respective rights under policies of insurance issued by insurers other than Providence Washington shall not be affected by this Agreement (except to the extent expressly stated in Section 7.1 of this Agreement). No part of this Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding by any Person as evidence of the rights, duties, or obligations of any of the Parties, Other Releasing Parties, or Providence Washington Released Parties with respect to matters or Persons outside the scope of this Agreement. All actions taken and statements made by the Parties, Other Releasing Parties, and/or Providence Washington Released Parties, or by their respective representatives, relating to this Agreement or participation in this Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.
- 8.7 This Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession by any Party, Other Releasing Parties, or Providence Washington Released Parties of liability, culpability, wrongdoing, or insurance coverage. Settlement negotiations leading up to this Agreement, all related discussions and negotiations, and all prior drafts of this Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, Other Releasing Parties, or Providence Washington Released Parties except that they shall be admissible to the extent they would have otherwise been admissible, absent this paragraph 8.7, in (i) an action or proceeding to enforce the terms of this Agreement or (ii) any possible action or proceeding between Providence Washington and any of its reinsurers. This Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Providence Washington's obligations under the Policies or any other policy of insurance issued by Providence Washington, with respect to any Claims against Providence Washington.

- 8.8 The Settlement negotiations leading up to this Agreement, all related discussions and negotiations, and all prior drafts of this Agreement shall be deemed and remain confidential, except that such negotiations, discussions and drafts may be disclosed (i) pursuant to an Order of Court or written agreement between the Parties, (ii) in an action or proceeding to enforce the terms of this Agreement or (iii) in any possible action or proceeding between Providence Washington and any of its reinsurers. Neither CBI nor any of the Other Releasing Parties shall make any public statements or disclosures (i) regarding Providence Washington's rationale or motivation for negotiating or entering into the settlement, or (ii) asserting or implying in any way that Providence Washington acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising from, in connection with or relating in any way to the Policies, including its handling of or involvement in connection with the Tort Claims or the resolution of the Tort Claims. Nor shall Providence Washington make any public statements or disclosures (i) regarding CBI's or any of the Other Releasing Parties' rationale or motivation for negotiating or entering into the settlement, or (ii) asserting or implying in any way that CBI or any of the Other Releasing Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising from, in connection with or relating in any way to the Policies, including their handling of or involvement in connection with the Tort Claims or the resolution of the Tort Claims.
- 8.9 Neither this Agreement nor the rights and obligations set forth in this Agreement shall be assigned without the prior written consent of the other Parties hereto, except an assignment that occurs as a matter of law by virtue of a merger of a Party or any of the Other Releasing Parties with another corporation or entity. CBI and the Other Releasing Parties covenant that they have not and will not assign any right, interest, or action on the Policies or any other policy of insurance issued by Providence Washington.
- 8.10 Section titles and/or headings contained in this Agreement are included only for ease of reference and shall have no substantive effect.
- 8.11 All notices, demands, or other communication to be provided pursuant to this Agreement shall be in writing and sent by FedEx or other overnight delivery service, costs prepaid, as well as by electronic mail, to the Parties at the addresses and e-mail addresses set forth below, or to such other person or address/e-mail address as any of them may designate in writing from time to time:

If to Providence Washington:

Andrea J. Giannetta
Senior Vice President
Litigation Legal Counsel
Enstar (US) Inc.
475 Kilvert Street, Suite 330
Warwick, RI 02886
E-mail: Andrea.Giannetta@enstargroup.com

With copies to:

Michael F. Brown
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103-6996
E-Mail: michael.brown@dbr.com

and

James M. Altieri
Drinker Biddle & Reath LLP
500 Campus Drive
Florham Park, New Jersey 07932
E-Mail: james.altieri@dbr.com

If to CBI or Other Releasing Parties:

Br. Kevin Griffith
260 Wilmott Rd.
New Rochelle, NY 10804
E-Mail:

With copies to:

Anthony Dougherty
Scott S. Markowitz
Tarter Krinsky & Drogin LLP
1350 Broadway, 11th Fl.
New York, NY 10018
E-Mail: ADougherty@tarterkrinsky.com
E-Mail: SMarkowitz@tarterkrinsky.com

If to the Official Committee of Unsecured Creditors:

James I. Stang
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard, 11th Floor
Los Angeles, CA 90067-4100
E-Mail: jstang@pszjlaw.com

and

Ilan Scharf
Pachulski Stang Ziehl & Jones LLP
780 Third Avenue, 36th Floor
New York, NY 10017-2024
E-Mail: ischarf@pszjlaw.com

with a copy to:

Paul A. Richler
Law Offices of Paul A. Richler
15332 Antioch St., Suite 305
Pacific Palisades, CA 90272
E-Mail: prichler@richlerlaw.com

and to counsel for the Trust after it comes into existence, if different from the address of counsel for the Official Committee of Unsecured Creditors.

- 8.12 This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.
- 8.13 Nothing contained in this Agreement shall be deemed or construed to constitute (i) an admission by Providence Washington that CBI, the Other Releasing Parties, or any other Person was or is entitled to any insurance coverage under the Policies or any other policy of insurance issued by Providence Washington or as to the validity of any of the positions that have been or could have been asserted by CBI or Other Releasing Parties, (ii) an admission by CBI or Other Releasing Parties as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by Providence Washington or any Claims that have been or could have been asserted by CBI or Other Releasing Parties against Providence Washington, or (iii) an admission by the Parties, Other

Releasing Parties, or Providence Washington Released Parties of any liability whatsoever with respect to any of the Tort Claims.

- 8.14 All of the entities included in the definition of Providence Washington and Providence Washington Released Parties are intended beneficiaries of this Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Agreement, there are no third-party beneficiaries of this Agreement.
- 8.15 Except as otherwise provided in this Agreement, each Party, the Other Releasing Parties, and the Providence Washington Released Parties shall be responsible for their own fees and costs incurred in connection with the Reorganization Case or this Agreement.
- 8.16 The Bankruptcy Court in the Reorganization Case shall retain exclusive jurisdiction to interpret and enforce the provisions of this Agreement, which shall be construed in accordance with New York law.

[Remainder of page left blank intentionally]

AUG 13 2013 02:15pm

P002/003

212 216 8001

F.002

ATG-13-2013 15:00

TARTER KRINSKY

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of CBI (as defined herein)

By: Br. Kevin Griffith
Br. Kevin Griffith

Title: Vice President

Date: August 12, 2013

Witness: Hayden Thompson

AUG 13 2013 02:15pm

P003/003
P.003

212 216 8001

AUG-13-2013 15:00

TARTER KRINSKY

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

On behalf of the OTHER RELEASING PARTIES (as defined herein)

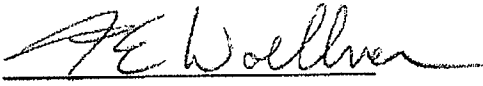
By: Br. Kevin Griffith
Br. Kevin Griffith

Date: August 12, 2013

Witness: [Signature]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the
last date indicated below.

On behalf of PROVIDENCE WASHINGTON (as defined herein)

By: 
Don Woellner

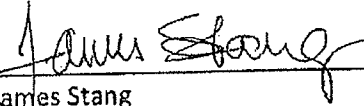
Title: Senior Vice President and Treasurer

Date: August 12, 2013

Witness: 

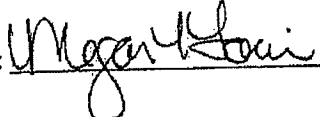
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the
last date indicated below.

**On behalf of OFFICIAL COMMITTEE OF UNSECURED
CREDITORS**

By: 
James Stang

Title: Attorney and Authorized Agent

Date: August 12, 2013

Witness: 

to Settlement Agreement, Release, and Policy Buyback

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X
In re:	: Chapter 11
	:
THE CHRISTIAN BROTHERS' INSTITUTE, <i>et al.</i>	: Case No.: 11-22820 (RDD)
	:
Debtors.	: (Jointly Administered)
-----	X

**ORDER APPROVING SETTLEMENT AGREEMENT
WITH PROVIDENCE WASHINGTON INSURANCE COMPANY
INCLUDING THE SALE OF INSURANCE POLICIES**

A hearing having been held (the "Hearing"), to consider the motion, dated August 15, 2013 (with the exhibits thereto, the "Motion") (ECF Doc. No. 564), of The Christian Brothers' Institute, a debtor and debtor in possession ("CBI" or the "Debtor") in the above-captioned Chapter 11 reorganization case (the "Reorganization Case"), for an order pursuant to 11 U.S.C. §§ 105 and 363(b) and (f) and Fed. R. Bankr. P. 2002, 6004, and 9019 (i) authorizing CBI to enter into a compromise and settlement with Providence Washington¹ and Providence Washington Released Parties pursuant to which CBI and the Other Releasing Parties will release any and all Claims arising out of, relating to, or in any way connected with the Policies, including, without limitation, Tort Claims, Insurance Coverage Claims, Extra-Contractual Claims, and all Claims relating to or arising out of the Reorganization Case that they may have now or in the future against Providence Washington and/or the Providence Washington Released Parties, (ii) authorizing the sale of the Policies, free and clear of all Interests of any Person, pursuant to the terms and conditions of that Settlement Agreement, Release, and Buyback dated as of August 12, 2013, between CBI and Other Releasing Parties, on the one hand, and

¹ Capitalized terms used herein that are not otherwise defined herein will have the same meaning as in the Agreement or the Motion.

Providence Washington and Providence Washington Released Parties, on the other, a copy of which is annexed to the Motion and incorporated by reference (the "Agreement"), (iii) approving the Agreement and each of its terms, and (iv) containing the findings and admissions set forth herein; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334(b); and the Motion being a core proceeding under 28 U.S.C. § 157(b); and there being due and sufficient notice of the Motion; and upon the limited objection filed by Brother Rice High School, Inc. (the "Brother Rice High School Objection"); and there being no other objections to the requested relief; and the Brother Rice High School Objection having been withdrawn; and upon the Statement of the Official Committee of Unsecured Creditors regarding such withdrawal; and upon the record established at the Hearing; and after due deliberation and sufficient cause appearing therefor, the Court hereby makes the following

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
JURISDICTION, FINAL ORDER, AND STATUTORY PREDICATES**

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this matter pursuant to Fed. R. Bankr. P. 9014.

2. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

3. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334(b), and this matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N),

and (O). Venue of the Reorganization Case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. This Order constitutes a final and immediately appealable order within the meaning of 28 U.S.C. § 158(a).

5. The statutory predicates for the relief sought in the Motion are 11 U.S.C. §§ 105(a) and 363 and Fed. R. Bankr. P. 2002, 6004, and 9019.

RETENTION OF JURISDICTION

6. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order and the Agreement, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to, or affecting, any of the transactions contemplated under the Agreement. Such jurisdiction shall be retained even if the Reorganization Case is closed and the Reorganization Case may be reopened for such purpose.

NOTICE OF THE MOTION

7. CBI has provided due and adequate notice of the Motion, the Hearing, the Agreement, and the subject matter thereof, including the injunctions to protect Providence Washington and the Providence Washington Released Parties to be included in the Confirmation Order, to all known claimants (including all Tort Claimants and other claimants who have filed proofs of claim and all Tort Claimants scheduled by CBI), the United States Trustee for the Southern District of New York, counsel for the Official Committee of Unsecured Creditors, all Persons who have filed notices of appearance in the Reorganization Case, all entities known to

have provided general liability insurance to CBI, the Other Releasing Parties, the Provincial Leadership Team, the Dioceses, The Congregation of Christian Brothers, all North American Christian Brothers, all Christian Brother Ministry Sites, and all Other North American Christian Brothers Entities. The notice was served on all claimants, including Tort Claimants, at the address shown on their proofs of claim or to their counsel of record (with a single notice to any counsel of record who represents multiple Tort Claimants constituting notice to all that counsel's clients who are Tort Claimants) or, if no proof of claim was filed, at the address on CBI's schedules filed in this case. Counsel for each Tort Claimant has also been served. Known Tort Claimants, to the extent of record, have been served even if not scheduled or the subject of a proof of claim, to the extent known to CBI. Any and all co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Tort Claimants have also been given written notice at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant. CBI also provided adequate notice to all other parties-in-interest by publication once in USA Today and The Wall Street Journal.

8. No other or further notice is necessary. Notice of the Agreement and Motion is sufficient to bind, with respect to the relief ordered herein, all known and unknown creditors and claimants, all interested parties, and all Persons who receive notice of this Order. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all known creditors, claimants, and interested parties. As to unknown creditors and interested parties, the publication notice was reasonably calculated, under all circumstances, to apprise them of the pendency of the Motion and afford them the

opportunity to present any objections. Notice to an attorney for a Tort Claimant or co-defendant of CBI sued by a Tort Claimant constitutes notice to the claimant represented by the attorney.

SOUND BUSINESS JUDGMENT AND REASONABLENESS

9. The relief requested in the Motion is in the best interests of CBI, its creditors, the holders of all Claims, including the holders of Tort Claims, and other interested parties. CBI has demonstrated good, sufficient, and sound business purposes, cause, and justifications for the relief requested in the Motion and the approval of the transaction contemplated thereby. The settlement and compromise with Providence Washington and Providence Washington Released Parties embodied in the Agreement, including, without limitation, the sale of the Policies and the release of claims as set forth therein are within the reasonable range of litigation outcomes if CBI and the Other Releasing Parties were to litigate the matters resolved pursuant to this Order and represent fair and reasonable consideration for the sale of the Policies and release of claims as set forth therein. The transactions contemplated by the Motion and Agreement are in compliance with, and satisfy the requirements for, approval of a settlement or compromise pursuant to Bankruptcy Rule 9019 and all applicable provisions of the Bankruptcy Code, including without limitation Sections 105(a) and 363 of the Bankruptcy Code, and applicable non-bankruptcy laws.

GOOD FAITH OF INSURANCE POLICY PURCHASER

10. The Agreement was negotiated and proposed, and has been entered into by the Parties, in good faith, from arm's length bargaining positions, and without fraud or collusion. The Parties were represented by counsel. The sale consideration and other consideration to be realized by CBI pursuant to the Agreement is fair and reasonable. Providence Washington is a

good faith purchaser for value within the meaning of 11 U.S.C. § 363(m) and is entitled to the protection thereof, and neither the Agreement nor the transaction contemplated thereby are subject to avoidance under 11 U.S.C. § 363(n). None of CBI, the Other Releasing Parties, Providence Washington, or Providence Washington Released Parties has engaged in any conduct that would cause or permit the Agreement, or the sale of the Policies, to be avoided under 11 U.S.C. § 363(n) or that would prevent the application of 11 U.S.C. § 363(m) or cause the application of 11 U.S.C. § 363(n). Furthermore, in the absence of a stay pending appeal, if any, Providence Washington will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in consummating the contemplated transactions at any time after entry of this Order.

**SATISFACTION OF SECTION 363 AND OTHER
BANKRUPTCY CODE REQUIREMENTS**

11. The transactions contemplated by the Motion and the Agreement are in compliance with and satisfy all applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. § 363.

12. CBI may sell the Policies free and clear of Interests under 11 U.S.C. § 363(f) because, in each case, one or more of the criteria set forth in sections 11 U.S.C. § 363(f)(1)-(5) have been satisfied. Those holders of Interests against any of the Policies and/or Claims thereunder who did not object, or who withdrew their objections, to the Motion or the relief requested therein are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Each holder of an Interest in the Policies, including any claim thereunder, can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Interest as contemplated by 11 U.S.C. § 363(f)(5).

13. The sale of the Policies provides claimants, including holders of Tort Claims, with adequate protection. In particular, and among other things, the Tort Claimants will be able to pursue their Claims against the Trust being created under the Joint Chapter 11 Plan of Reorganization Proposed By The Christian Brothers' Institute and the Christian Brothers of Ireland, Inc. and the Official Committee of Unsecured Creditors as contemplated by the Agreement (the "Plan"). Accordingly, the sale of the Policies free and clear of Interests satisfies the statutory prerequisites of 11 U.S.C. § 363(f). (The Court notes that Brother Rice High School, Inc. ("BRHSI") has reserved its rights to object to the Plan, as the same may be amended, with regard to, among other things, any claim for adequate protection or other allocation of value which may be ascribed to the disputed rights to coverage that BRHSI has asserted under the Policies, and the Committee has reserved its rights with regard to any such claim or assertion of BRHSI in connection with the Plan and confirmation of the Plan.) Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Providence Washington or a Providence Washington Released Party, such Claim may be asserted as a defense against the Trust (under the Plan as contemplated by the Agreement) in any coverage litigation (and the Trust may assert the legal and equitable rights of Providence Washington or the Providence Washington Released Party in response thereto); and to the extent such a Claim is determined to be valid by the court presiding over such action, the liability of such non-settling insurer to the Trust (or CBI) shall be reduced dollar for dollar by the amount so determined.

RELEASES

14. In light of the terms of the Agreement, it is reasonable and appropriate for CBI, the Other Releasing Parties, and The Congregation of Christian Brothers to provide the

releases set forth in the Agreement. These releases comply with the Bankruptcy Code and other applicable laws. The consideration given by Providence Washington hereunder constitutes valid and valuable consideration for the releases by CBI, the Other Releasing Parties, and The Congregation of Christian Brothers.

NO SUCCESSOR LIABILITY

15. The transfer of the Policies pursuant to the Agreement does not and will not subject or expose Providence Washington or any Providence Washington Released Party to any liability, claim, cause of action, or remedy by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, including, without limitation, any theory of tort, creditors' rights, equity, antitrust, environmental, successor or transferee liability, labor law, *de facto* merger, or substantial continuity.

16. No common identity of officers or directors exists between Providence Washington or the Providence Washington Released Parties, on the one hand, and CBI or the Other Releasing Parties, on the other hand.

17. Providence Washington is purchasing the Policies pursuant to the Agreement and this Order. Providence Washington is not purchasing any other assets of CBI or the Other Releasing Parties. Providence Washington shall not have any responsibility or liability with respect to any of the other assets of CBI or the Other Releasing Parties.

18. A sale of the Policies other than one free and clear of Interests would adversely impact CBI, creditors, and claimants and would be of substantially less benefit to the

estate of CBI, in that, among other things, Providence Washington would not agree to fund the Settlement Amount, without which funding CBI likely would be unable to reorganize.

SETTLING INSURER INJUNCTION

19. CBI and Providence Washington have agreed that the Settling Insurer Injunction (or its equivalent) is a necessary prerequisite for their implementing the terms and conditions of the Agreement, and Providence Washington will not consummate the purchase of the Policies in the absence of the Settling Insurer Injunction (or its equivalent) from this Court. Due and adequate notice of the Settling Insurer Injunction has been provided by the notice of the Motion, and additional notice thereof will be provided in any approved disclosure statement.

20. Providence Washington and the Providence Washington Released Parties shall be entitled to the benefit of the Settling Insurer Injunction (or its equivalent) to the extent approved in the Confirmation Order and Plan, pursuant to 11 U.S.C. §§ 105(a) and 363, barring and permanently enjoining any and all Persons or entities (including, without limitation, all debt holders, all equity holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, Tort Claim holders, other insurers, and all others holding Claims or Interests) from asserting against Providence Washington, or any of the Providence Washington Released Parties, any Claim (including, without limitation, any Insurance Coverage Claim or Extra-Contractual Claim) or Interest of any kind or nature whatsoever arising from or relating in any way to any Tort Claim or any of the Policies. Nothing in this paragraph shall bind the Court as to whether or not approval of the Settling Insurer Injunction (or its equivalent) is appropriate under the currently proposed Plan.

* * *

For all of the foregoing and after due deliberation, **IT IS ORDERED THAT:**

A. The Motion is GRANTED as set forth in this Order.

B. The Agreement and each of its terms and conditions are hereby APPROVED.

C. All objections to the Motion that have not been withdrawn or waived are hereby overruled on the merits.

D. CBI is authorized, empowered, and directed to enter into the Agreement, pursuant to 11 U.S.C. § 363(b) and other applicable provisions of the Bankruptcy Code, to sell, transfer, and convey its Interest in the Policies to Providence Washington in accordance with the terms and subject only to the conditions specified herein and in the Agreement. The transfer by CBI and the Other Releasing Parties of their respective Interests in the Policies shall vest Providence Washington with all right, title, and Interest in and to the Policies, free and clear of all rights, Claims, and Interests, including but not limited to all Tort Claims, Insurance Coverage Claims, Extra-Contractual Claims, and Claims by other insurers for contribution, indemnity, subrogation, or similar relief whether arising before or after commencement of this Reorganization Case and whether arising by agreement, understanding, law, equity, or otherwise.

E. The terms of the Agreement are approved in their entirety, and this Order shall be binding upon CBI, all creditors of and claimants against CBI, the Other Releasing Parties, all Tort Claimants, all insurers who received notice of the Motion, all co-defendants in pre-petition actions by Tort Claimants against CBI, and all other Persons and entities as set forth in paragraph 7 *supra*, and each of their successors and assigns. The sale of the Policies to

Providence Washington shall constitute a legal, valid, and effective transfer of the Policies and shall vest Providence Washington with all right, title, and Interest in and to the Policies free and clear of all rights, claims, and Interests, effective as of the Settlement Effective Date. The sale of the Policies to Providence Washington is subject to the Conditions to Agreement set forth in the Agreement.

F. The \$3,200,000 cash purchase price under the Agreement shall be paid by Providence Washington as provided in the Agreement.

G. The releases in the Agreement comply with the Bankruptcy Code and all applicable state laws. The Agreement terminates the Policies pursuant to its terms, and the Policies are of no further force and effect.

H. The sale of the Policies to Providence Washington under the Agreement will constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of New York.

I. CBI and the Other Releasing Parties and Providence Washington are each hereby authorized to take all actions and execute all documents and instruments that CBI, the Other Releasing Parties, and Providence Washington deem necessary or appropriate to implement and effectuate the transactions contemplated by the Agreement.

J. Pursuant to 11 U.S.C. §§ 105(a) and 363(f), as provided by the Agreement, the Policies shall be and hereby are transferred to Providence Washington, free and clear of all liens, Claims, encumbrances and Interests, if any, of any Person or entity, including all rights and Interests of CBI, all Other Releasing Parties, any other Person claiming by,

through, or on behalf of CBI, any other insurer, any Tort Claimant, all co-defendants in any pre-petition litigation brought by Tort Claimants, and all other Persons and entities as set forth in paragraph 7 *supra*, and each of their successors and assigns, whether arising prior to or subsequent to the commencement of the Reorganization Case, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, Interests in the Policies that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the Interest of the bankruptcy estate or Providence Washington, as the case may be, in the Policies).

K. Providence Washington shall be afforded all of the rights, interests, and benefits of a Settling Insurer that may be designated under the Plan and Confirmation Order including, but not limited to, all injunctions in favor of Settling Insurers provided for therein. Nothing herein shall be deemed to be a pre-approval, however, of the Settling Insurer Injunction (or its equivalent) contained in the Plan.

L. Providence Washington is a good faith purchaser of the Policies and is entitled to (and is hereby granted) all of the protections provided to good faith purchasers under 11 U.S.C. § 363(m). The transactions contemplated by the Agreement shall not be subject to avoidance under 11 U.S.C. § 363(n). All Persons are hereby enjoined from commencing or continuing an action seeking relief under 11 U.S.C. § 363(n) with respect to the Agreement and the transactions contemplated thereby.

M. Providence Washington and the Providence Washington Released Parties are not, and none of them shall be deemed to be, a successor to CBI or the Other Releasing Parties by reason of any theory of law or equity or as a result of the consummation of the

transactions contemplated in the Agreement or otherwise. Providence Washington and the Providence Washington Released Parties do not assume, and shall not be deemed to assume, any liabilities of CBI or the Other Releasing Parties.

N. Pursuant to Fed. R. Bankr. P. 9019, the releases and other provisions set forth in Sections 5.1 - 5.6 of the Agreement are expressly approved. All of the Claims released therein are hereby dismissed and forever released effective as set forth under the Agreement.

O. In the event that the Court approves a Chapter 11 plan for CBI that is consistent with the Agreement, including without limitation the Plan, such plan shall provide that the Trust established thereunder is bound by the Agreement and will contain all the releases in favor of Providence Washington and the Providence Washington Released Parties under the Agreement. In addition, any injunction in such plan that channels Tort Claims to the Trust shall include Providence Washington and the Providence Washington Released Parties as parties entitled to its benefits and protections.

P. This Order shall be effective and enforceable immediately upon entry, and its provisions shall be self-executing and shall not be stayed under Fed. R. Bankr. P. 6004(h) or any other applicable provision.

Q. This Court shall retain exclusive jurisdiction to interpret and enforce the provisions of the Agreement and this Order in all respects and further to hear and determine any and all disputes between CBI and/or the Other Releasing Parties and/or Providence Washington and/or the Providence Washington Released Parties, as the case may be, and any other Person; provided, however that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Agreement or this Order, such

abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. In the event this case has been closed, there shall be a right to have this case reopened upon *ex parte* motion or application for such purposes.

R. The failure to specifically include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

S. The provisions of this Order are non-severable and mutually dependent.

T. This Order shall inure to the benefit of Providence Washington, the Providence Washington Released Parties, CBI, the Other Releasing Parties and their respective successors and assigns.

U. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing, recording or otherwise any and all documents and instruments necessary and appropriate to consummate and/or evidence the transactions contemplated by the Agreement and this Order.

Dated: White Plains, New York
October 24, 2013

/s/ Robert D. Drain
HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2
to Settlement Agreement, Release, and Policy Buyback

LIST OF DIOCESES

1. Archdiocese Of New York
Legal Affairs
Attn: James P. McCabe
1011 First Ave 11th Floor
New York, NY 10022
2. Archdiocese Of Newark
171 Clifton Avenue
P.O. Box 9500
Newark, NJ 07104
3. Diocese Of Providence
Vicar General
One Cathedral Square
Providence, Rhode Island 02903
4. Diocese Of Rochester
Administration
1150 Buffalo Road
Rochester, New York 14624
5. Archdiocese Of Boston
General Counsel
66 Brooks Drive
Braintree, Ma 02184-3839
6. Diocese Of Albany
Vicar General
40 North Main Avenue
Albany, NY 12203

7. Diocese Of St. Petersburg
Legal Services
Post Office Box 40200
St. Petersburg, Florida 33743-0200
-&-
Divito And Higham, P.A.
4514 Central Avenue
St. Petersburg, Florida 33711

8. Archdiocese Of Miami
Office Of The Archbishop
9401 Biscayne Boulevard
Miami Shores, FL 33138

9. Diocese Of Venice
Chancellor Office
1000 Pinebrook Road
Venice, Florida 34285

10. Diocese Of Charleston
119 Broad Street P.O. Box 818
Charleston, SC 29402

11. Diocese Of Jackson
Administration And Finance
237 East Amite
Po Box 2248
Jackson, MS 39225

12. Diocese Of Brownsville
1910 University Boulevard
Brownsville, Texas 78520

13. Diocese Of Orlando
Vicar General
P.O. Box 1800
Orlando, FL32802-1800

14. Archdiocese Of Detroit
Bishop's Office
1234 Washington Blvd, 6th Floor
Detroit, MI 48226-1875

15. Archdiocese Of Chicago
Legal Services
P.O. Box 1979
Chicago, IL 60690

16. Diocese Of Honolulu
Vicar General
1184 Bishop St.
Honolulu, HI 96813

17. Archdiocese Of Seattle
710 9th Avenue
Seattle, WA 98104

18. Diocese Of Monterey
P.O. Box 2048
Monterey, CA 93942

19. Archdiocese Of Los Angeles
Office Of Legal Counsel
3424 Wilshire Boulevard, 5th Fl.
Los Angeles, CA 90010-2241

20. Diocese Of Sacramento
2110 Broadway
Sacramento, CA 95818
-&-
Sweeney & Greene LLP
9381 East Stockton Blvd., Suite 218
Elk Grove, CA 95624

21. Diocese Of Phoenix
Parish Legal Services
400 East Monroe
Phoenix, Arizona 85004

22. Archdiocese Of Toronto
Catholic Pastoral Centre
1155 Yonge Street
Toronto, Ontario, M4T 1W2

23. Archdiocese Of St. John's
Pastoral Center
200 Military Road
P.O. Box 37
St. John's, NL A1C 5H5
24. Diocese Of Prince George
Box 7000
Prince George BC, V2N 3Z2
25. Diocese Of Corner Brook & Labrador
469 Curling Street
Corner Brook, NL A2H 3K8
26. Diocese Of Grand Falls
Po Box 397
Grand Falls-Windsor, NL A2A 2J8
27. Diocese Of Kamloops
The Chancery
635A Tranquille Road
Kamloops, BC V2B 3H5
28. Diocese Of Victoria
1 - 4044 Nelthorpe Street
Victoria, BC V8X 2A1
29. Archdiocese Of Halifax
1531 Grafton St
Halifax, NS, B3J 2B9, Canada
30. Archdiocese Of Montreal
2000 Sherbrooke St. West
Montreal, QC H3H 1G4
31. Archdiocese Of Vancouver
150 Robson Street
Vancouver BC V6B 2A7

**EXHIBIT 3
to Settlement Agreement, Release, and Policy Buyback**

LIST OF NORTH AMERICAN CHRISTIAN BROTHERS

CBI

Adams, Daniel Sebastian	125 East 103rd St.	New York	NY	10029
Adams, James John	255 Wilmot Rd.	New Rochelle	NY	10804
Armstrong, Thomas Conan	4949 NE 2nd Ave.	Miami	FL	33137
Barry, Kevin T.	173 Stratton Rd.	New Rochelle	NY	10804
Bechner, Anthony Patrick	111 East 164th St.	Bronx	NY	10452
Bergeron, Edward E.	3921 St. Johns Ave. Stop 1	North Charleston	SC	29405
Bernard, Kevin F.	Casilla 361	Cochabamba		Bolivia
Beyer, Edward Thaddeus	1040 Oradell Ave.	Oradell	NJ	07649
Binkley, Jake Michael	255 Wilmot Rd.	New Rochelle	NY	10804
Boyle, Edward Benedict	30 Montgomery Circle	New Rochelle	NY	10804
Brennan, John Blaise	103 Brittany Way	Madison	MS	39110
Brosnan, John Ambrose	30 Montgomery Circle	New Rochelle	NY	10804
Burke, Robert Damian	30 Montgomery Circle	New Rochelle	NY	10804
Burns, Frederick Christopher	4630 North Rome Ave.	Tampa	FL	33603
Carr, James Gabriel	30 Montgomery Circle	New Rochelle	NY	10804
Casey, James Lawrence	21 Pryer Terrace	New Rochelle	NY	10804
Casey, John William	4219 Constance St.	New Orleans	LA	70115
Casey, Stephen J.	715 North Ave.	New Rochelle	NY	10801
Catalano, Jude R.	4949 NW 2nd Ave	Miami	FL	33137
Cavet, Anthony Kiril	61 Gardner St.	West Roxbury	MA	02132
Cawley, Kevin Gennaro	173 Stratton Rd.	New Rochelle	NY	10804

Chaney, John Bonaventure	1850 Route 9W	West Park	NY	12493
Chapman, Kenneth R.	715 North Ave.	New Rochelle	NY	10801
Colasuonno, Michael Liguori	30 Montgomery Circle	New Rochelle	NY	10804
Concannon, James David	1214 East Lincoln St.	Brownsville	TX	78521
Connolly, Terence Michael	26650 Noble Ln./PO Box 716	Bonita Springs	FL	34133
Considine, Spencer Philip	30 Montgomery Circle	New Rochelle	NY	10804
Corcoran, John Jude	4949 NE 2nd Ave.	Miami	FL	33137
Costa, Peter Anthony	200 Clinton Ave.	Staten Island	NY	10301
Crimmins, Daniel Denis	1850 Route 9W	West Park	NY	12493
Cronin, William Paul	255 Wilmot Rd.	New Rochelle	NY	10804
Cussen, Joseph Albert	715 North Ave.	New Rochelle	NY	10801
Dausch, Theodore Edmund	103 Brittany Way	Madison	MS	39110
Davis, Tyrone Anthony	650 Grand Concourse	Bronx	NY	10451
Delaney, Harold Michael	30 Montgomery Circle	New Rochelle	NY	10804
DeLorenzo, Alexander Eugenio	125 East 103rd St.	New York	NY	10029
DeMaria, Richard Joachim	York Rd., PO Box 765	Green Point, 8051	Cape Town	South Africa
DePiro, James Anthony	4949 NE 2nd Ave.	Miami	FL	33137
Devlin, James Kevin	715 North Ave.	New Rochelle	NY	10801
DiFiglia, E. Seán	Mz. 11 Lote 8C	Miraflores Alto	Chimbote	Perú
Dillemoth, Henry Paul	715 North Ave.	New Rochelle	NY	10801
Draney, Thomas Paul	26631 Noble Lane	Bonita Springs	FL	34135
Dunbar, Robert Gabriel	111 East 164th St.	Bronx	NY	10452
Dunkak, Harry Matthew	715 North Ave.	New Rochelle	NY	10801

Dwyer, Donald Paul	30 Montgomery Circle	New Rochelle	NY	10804
Fagan, John James	4630 North Rome Ave.	Tampa	FL	33603
Ferro, Salvatore Anthony	30 Montgomery Circle	New Rochelle	NY	10804
Finnegan, James Austin	255 Wilmot Rd.	New Rochelle	NY	10804
Flaherty, John Bosco	742 Monroe Ave.	Elizabeth	NJ	07201
Ford, Jason Matthew	4949 NE 2nd Ave.	Miami	FL	33137
Frick, Frederick Louis	30 Montgomery Circle	New Rochelle	NY	10804
Gammaro, Francis Arthur	1384 South East 54th Pl.	Ocala	FL	34480
Gilchrist, John Luke	75 Anderson Ave.	Bergenfield	NJ	07621
Glatz, Richard N.	Mz. 11 Lote 8C	Miraflores Alto	Chimbote	Perú
Glos, James J.	Apartado 4025		Lima 100	Perú
Granzotto, Timothy	4949 NE 2nd Ave.	Miami	FL	33137
Griffith, Kevin M.	742 Monroe Ave.	Elizabeth	NJ	07201
Guihen, Thomas Eugene	1040 Oradell Ave.	Oradell	NJ	07649
Gunn, Dennis C.	715 North Ave.	New Rochelle	NY	10801
Hall, Christopher D.	1040 Oradell Ave.	Oradell	NJ	07649
Hamilton, James P.	111 East 164th St.	Bronx	NY	10452
Hannon, Paul Francis	148 Cassidy Place	New York	NY	10301
Harris, Robert William	255 Wilmot Rd.	New Rochelle	NY	10804
Haynes, Charles Roger	111 East 164th St.	Bronx	NY	10452
Heaphy, Herbert Basil	30 Montgomery Circle	New Rochelle	NY	10804
Heathwood, John Laurence	1850 Route 9W	West Park	NY	12493
Hennessy, Paul Kevin	30 Montgomery Circle	New Rochelle	NY	10804
Higgins, Thomas Colman	30 Montgomery Circle	New Rochelle	NY	10804
Johnson, John Jerome	715 North Ave.	New Rochelle	NY	10801

Joyce, William Berchmans	715 North Ave.	New Rochelle	NY	10801
Kelly, James Richard	30 Montgomery Circle	New Rochelle	NY	10804
Kelly, Thomas E.	173 Stratton Rd.	New Rochelle	NY	10804
Kiernan, Kevin John	1040 Oradell Ave.	Oradell	NJ	07649
Killelea, Lawrence Alphonsus	30 Montgomery Circle	New Rochelle	NY	10804
Knaap, Lucian	173 Stratton Rd.	New Rochelle	NY	10804
Koppes, Robert Andrew	4219 Constance St.	New Orleans	LA	70115
La France, Michael	4949 NE 2nd Ave.	Miami	FL	33137
Lasik, Ronald Jerome	1850 Route 9W	West Park	NY	12493
Lauber, Daniel A.	103 Brittany Way	Madison	MS	39110
Leavy, Patrick Clement	255 Wilmot Rd.	New Rochelle	NY	10804
Leto, Thomas R.	255 Wilmot Rd.	New Rochelle	NY	10804
Liguori, James Alphonsus	30 Montgomery Circle	New Rochelle	NY	10804
Lips, Anton Joseph	30 Montgomery Circle	New Rochelle	NY	10804
Maistre, Matthew Matthias	117 N. 10th Ave.	Mt. Vernon	NY	10550
Martin, Patrick Bosco	111 East 164th St.	Bronx	NY	10452
McCarthy, John Jeremiah	21 Pryer Terrace	New Rochelle	NY	10804
McCullagh, Martin Damian	30 Montgomery Circle	New Rochelle	NY	10804
McDonough, Robert Benedict	26650 Noble Ln./PO Box 716	Bonita Springs	FL	34133
McNally, Vincent M./G.	173 Stratton Rd.	New Rochelle	NY	10804
Menezes, Gerard Albert	255 Wilmot Rd.	New Rochelle	NY	10804
Moffett, James Brendan	125 East 103rd St.	New York	NY	10029
Moffett, Patrick Sean	715 North Ave.	New Rochelle	NY	10801
Mooney, Lawrence Jude	30 Montgomery Circle	New Rochelle	NY	10804

Moran, Robert M.	111 East 164th St.	Bronx	NY	10452
Morgan, Joseph G.	715 North Ave.	New Rochelle	NY	10801
Morkan, Francis Patrick	115 Broadway	Dobbs Ferry	NY	10522
Morris, Patrick Nicholas	30 Montgomery Circle	New Rochelle	NY	10804
Mostyn, John Paul	Via Marcantonio Colonna, 9	00192 Rome		Italy
Murphy, Lawrence Thomas	2909 Bayard Park Drive	Evansville	IN	47714
Novak, Robert E.	715 North Ave.	New Rochelle	NY	10801
O'Brien, Eugene Berchmans	715 North Ave.	New Rochelle	NY	10801
O'Connell, James Justin	148 Cassidy Place	New York	NY	10301
O'Donnell, Michael F.	Apartado 4025		Lima 100	Perú
O'Hare, Patrick Leonard	30 Montgomery Circle	New Rochelle	NY	10804
O'Keefe, John Stephen	30 Montgomery Circle	New Rochelle	NY	10804
O'Toole, Patrick Bernadine	30 Montgomery Circle	New Rochelle	NY	10804
Payne, Joseph M.	26650 Noble Ln./PO Box 716	Bonita Springs	FL	34133
Pellegrino, Carmine P.	255 Wilmot Rd.	New Rochelle	NY	10804
Peragine, Vincent A.	Mz. I1 Lote 8C	Miraflores Alto	Chimbote	Perú
Phelps, Kirk A.	61 Gardner St.	West Roxbury	MA	02132
Pigott, Richard Edmund	1850 Route 9W	West Park	NY	12493
Prendergast, T. Andrew	75 Anderson Ave.	Bergenfield	NJ	07621
Prior, J. Finbarr	Mz. I1 Lote 8C	Miraflores Alto	Chimbote	Perú
Quinn, Leonard Antonio	75 Anderson Ave.	Bergenfield	NJ	07621
Reidy, John Adrian	115 Broadway	Dobbs Ferry	NY	10522
Reynolds, John Anthony	255 Wilmot Rd.	New Rochelle	NY	10804
Roepke, Robert Jogues	255 Wilmot Rd.	New Rochelle	NY	10804
Ryan, Francis Damian	1384 South East 54th Pl.	Ocala	FL	34480

Sanpietro, Dominic Joseph	4630 North Rome Ave.	Tampa	FL	33603
Sheridan, Michael Felix	115 Broadway	Dobbs Ferry	NY	10522
Sherlog, William J.	650 Grand Concourse	Bronx	NY	10451
Smith, Raymond Raphael	715 North Ave.	New Rochelle	NY	10801
Stevens, William Aloysius	404 Fifth Ave., Apt. #201	Asbury Park	NJ	07712
Sullivan, J. Xavier	Casilla 361	Cochabamba		Bolivia
Sullo, John Gennaro	111 East 164th St.	Bronx	NY	10452
Tafari, Spencer A.	3921 St. Johns Ave. Stop 1	North Charleston	SC	29405
Valdes, Clyde Michael	115 Grand St.	New Milford	NJ	07646
van Koolbergen, James A.	8433 Gravel Circle	Tampa	FL	33615
Vercruyse, Raymond J.	742 Monroe Ave.	Elizabeth	NJ	07201
Verre, Frank Stephen	117 N. 10th Ave.	Mt. Vernon	NY	10550
Walderman, John Matthew	117 N. 10th Ave.	Mt. Vernon	NY	10550
Walsh, Brian Marcellus	1040 Oradell Ave.	Oradell	NJ	07649
Walsh, James Benildus	115 Grand St.	New Milford	NJ	07646
Walsh, John Francis	1040 Oradell Ave.	Oradell	NJ	07649
Whitty, Francis Sean	21 Pryer Terrace	New Rochelle	NY	60615
Williams, Arthur Aquinas	1214 East Lincoln St.	Brownsville	TX	78521
Wright, Henry Sebastian	148 Cassidy Place	New York	NY	10301
Wright, William Denis	30 Montgomery Circle	New Rochelle	NY	10804
Younghans, Walter Rudolph	30 Montgomery Circle	New Rochelle	NY	10804

CBOI

Arndt, Arthur Marion	7350 Parkstone Ln.	Bloomfield Hills	MI	48301
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Avendano, Charles Joachim	4219 Constance St.	New Orleans	LA	70115
Cannon, Anthony A.	1850 Route 9W	West Park	NY	12493
Carty, Eugene Owen	10001 S. Pulaski Rd.	Chicago	IL	60655
Casey, Daniel J.	742 Monroe Ave.	Elizabeth	NJ	07201
Collins, Thomas Jogues	10001 S. Pulaski Rd.	Chicago	IL	60655
Cullerton, Robert John	1401 Houghtailing St.	Honolulu	HI	96817
Dornbos, John Edward	1021 Columbia St.	Seattle	WA	98104
Driscoll, Michael Austin	5550 West 87th St.	Burbank	IL	60459
Dunne, Patrick Dennis	263 West Acadia St.	Salinas	CA	93901
Favero, Benjamin Lawrence	7350 Parkstone Ln.	Bloomfield Hills	MI	48301
Fitzsimmons, Charles M.	CC 3298	Asunción		Paraguay
Greenan, John Hugh	1021 Columbia St.	Seattle	WA	98104
Gremley, George Gerard	10001 S. Pulaski Rd.	Chicago	IL	60655
Hale, Stephen V.	255 Wilmot Rd.	New Rochelle	NY	10804
Hayes, Patrick Sean	5550 West 87th St.	Burbank	IL	60459
Ickes, Paul	10001 S. Pulaski Rd.	Chicago	IL	60655
Keane, James R.	York Rd., PO Box 765	Green Point, 8051	Cape Town	South Africa
LeJeune, D. Thomas	1214 E. Lincoln St.	Brownsville	TX	78521
Lindeman, George Gregory	1021 Columbia St.	Seattle	WA	98104
Lucas, Michael David	5120 South Kimbark Ave.	Chicago	IL	60615
Macintyre, David Alexander	7350 Parkstone Ln.	Bloomfield Hills	MI	48301
Mahoney, Thomas Cassian	5550 West 87th St.	Burbank	IL	60459
Martin, Peter Edward	5550 West 87th St.	Burbank	IL	60643

May, Robert Liguori	15555 S. Mount Carmel Dr., Apt. 441	Homer Glen	IL	60491
McCormack, Patrick Donatus	1021 Columbia St.	Seattle	WA	98104
McDonald, James Raphael	5550 West 87th St.	Burbank	IL	60459
McGovern, Donald Francis	10001 S. Pulaski Rd.	Chicago	IL	60655
McGovern, Robert Baptist	5120 S. Kimbark Ave.	Chicago	IL	60615
McInerney, William Leo	1571 West Ogden Ave., Apt. 2134	LaGrange Park	IL	60526
McKenna, Charles C.	5550 West 87th St.	Burbank	IL	60459
Messick, Paul Jerome	5550 West 87th St.	Burbank	IL	60459
Murray, Donald Dominic	263 West Acadia St.	Salinas	CA	93901
Murray, James Gerald Francis	255 West Acadia St.	Salinas	CA	93901
Nolan, Liam V.	1401 Houghtailing St.	Honolulu	HI	96817
Pettit, John Austin	1021 Columbia St.	Seattle	WA	98104
Popish, Francis Matthew	1401 Houghtailing St.	Honolulu	HI	96817
Reilly, Kevin John	Lewalani One, Room 106-A, 1677 Pensacola St.	Honolulu	HI	96822
Samp, Bernard Sebastian	1401 Houghtailing St.	Honolulu	HI	96817
Segvich, Michael Mark	7350 Parkstone Ln.	Bloomfield Hills	MI	48301
Smyth, Gregory Timothy	5120 South Kimbark Ave.	Chicago	IL	60615
Stanich, R. Louis	10001 S. Pulaski Rd.	Chicago	IL	60655
Toole, John F.	10001 S. Pulaski Rd.	Chicago	IL	60655
Varilla, Patrick Thomas	10001 S. Pulaski Rd.	Chicago	IL	60655
Walczak, Karl Jan	46201 Royal Ave.	Grand Beach	MI	49117
Wielatz, Ross Austin	7350 Parkstone Ln.	Bloomfield Hills	MI	60459

Wolf, Kenneth Xavier	10001 S. Pulaski Rd.	Chicago	IL	60655
Zawot, Peter E.	1401 Houghtailing St.	Honolulu	HI	96817

EXHIBIT 4
to Settlement Agreement, Release, and Policy Buyback

LIST OF CHRISTIAN BROTHER MINISTRY SITES

1. All Hallows Institute
111 E. 164th Street
Bronx, NY 10452
2. Bergen Catholic H.S.
1040 Oradell Avenue
Oradell, NJ 07649
3. Bishop Hendricken H.S.
2615 Warwick Avenue
Warwick, RI 02889
4. Bishop Kearney H.S.
125 Kings Highway
Rochester, NY 14617
5. Blessed Sacrament/St. Gabriel's H.S.
24 Shea Place
New Rochelle, NY 10805 (closed)
6. Cardinal Hayes H.S.
650 Grand Concourse
Bronx, NY 10451
7. Catholic Memorial H.S.
235 Baker Street
West Roxbury, MA 02132
8. Essex Catholic H.S. (Bishop Francis/Essex Catholic H.S.)
135 Glenwood Avenue
East Orange, NJ 07017 (closed)
9. Iona College
715 North Avenue
New Rochelle, NY 10804
10. Iona Grammar School
Stratton Road
New Rochelle, NY 10804

11. Iona Preparatory School
255 Wilmot Road
New Rochelle, NY 10804
12. Msgr. Farrell H.S.
2900 Amboy Road
Staten Island, NY 10306
13. Notre Dame/Bishop Gibbons H.S.
2602 Albany Street
Schenectady, NY 12304
14. Power Memorial Academy
161 West 61st Street
New York, NY 10023 (closed)
15. Brother Rice H.S.
74 West 124th Street
New York, NY 10027 (closed)
16. Sacred Heart of Jesus School
462 West 52nd Street
New York, NY 10019
17. St. Cecilia School
220 East 106th Street
New York, NY 10029 (closed)
18. St. Lucy's School
340 East 104th Street
New York, NY 10029 (closed)
19. Tampa Catholic H.S.
4630 North Rome Avenue
Tampa, FL 33603
20. Archbishop Curley/Notre Dame H.S.
300 N. E. 50th Avenue
Miami, FL 33137

21. St. Augustine's School
Philips Avenue and Elting Place
Highland, NY 12528
22. St. John Neumann H.S.
3000 53rd Street S.W.
Naples, FL 33999
23. St. Francis DeSales
340 East 104th Street
New York, NY 10029 (closed)
24. New Street Ministry
St. John's Church
3921 St. John's Avenue
North Charleston, S.C. 29405
25. St. Joseph H.S.
PO BOX 2027
Madison, MS 39130
26. Guadalupe Regional Middle School
1214 East Lincoln Street
Brownsville, TX 78521
27. Trinity Catholic H.S.
5 South East 17th Street
Ocala, FL 34471
28. Br. Rice H.S.
7101 Lasher Road
Bloomfield Hills, MI 48301
29. Br. Rice H.S.
10001 South Pulaski Road
Chicago, IL 60655
30. Damien Memorial H.S.
1401 Houghtailing Street
Honolulu, HI 96817

31. O'Dea H.S.
802 Terry Avenue
Seattle, WA 98104
32. Palma H.S.
919 Iverson Street
Salinas, CA 93901
33. St. Laurence H.S.
5556 West 77th Street
Burbank, IL 606459
34. Cantwell H.S.
329 North Garfield Avenue
Montebello, CA 90640
35. Leo H.S.
7901 S. Sangamon Street
Chicago, IL 60620
36. St. Patrick H.S. (St. Patrick/St. Vincent H.S.)
1500 Benicia Road
Vallejo, CA 94590
37. Seton Catholic H.S.
1150 North Dobson Road
Chandler, AZ 85224
38. Brother Rice [Junior] High School
75 Bonaventure Ave.
St. John's, NL A1A 3Z3
39. Chaminade College School
490 Queen's Drive
Toronto, ON M6L 1M8
40. Holy Cross School
145 St. Clare Ave.
St. John's NL A1C 2J9

41. Jericho House Ministry
10845 Rathfon Road
Port Colborne, ON L3K 5V4

42. Laval High School
Box 310
Placentia, NL A0B 2Y0

43. Michael Power High School
105 Eringate Drive,
Etobicoke, ON, M9C 3Z7

44. O'Grady Catholic High School
Box 8000
Stn B, Prince George, BC, V2N 3Z2

45. Roncalli High School
P.O. Box 260
Avondale, NL A0A 1B0

46. St. Ann's Academy
205 Columbia Street
Kamloops, BC V2C 2S7

47. St. Bonaventure's College
2A Bonaventure Ave
St. John's, NL, A1C 6B3

48. St. Francis High School
Harvey St
Harbour Grace, NL A0A2M0

49. St. Mary's College [University]
923 Robie Street,
Halifax, NS, B3H 3C3

50. St. Patrick's Hall School
Merrymeeting Rd,
St. John's, NL A1C 6B3

51. St. Pius X High School
9955 Papineau Av
Montreal, QC H2B 1Z9

52. St. Thomas Moore Collegiate
7450 12th Avenue
Burnaby, BC V3N 2K1

53. Vancouver College
5400 Cartier Street
Vancouver, BC V6M 3A5

EXHIBIT 5
to Settlement Agreement, Release, and Policy Buyback

LIST OF OTHER NORTH AMERICAN CHRISTIAN BROTHERS ENTITIES

1. Christian Brothers Institute of California
919 Iverson Street
Salinas, CA 93901
2. Christian Brothers Institute of Michigan
7101 Lahser Rd.
Bloomfield Hills, MI 48301
3. Christian Brothers (New Jersey) Institute
742 Monroe Avenue
Elizabeth, NJ 07201
4. Christian Brothers Institute of Massachusetts
11 Pemberton Square
Boston, MA 02105
5. The Congregation of Christian Brothers of Hawaii, Inc.
1401 Houghtailing St.
Honolulu, HI 96817

EXHIBIT 6
to Settlement Agreement, Release, and Policy Buyback

The following insurance policies and alleged insurance policies are included within the definition of Policies and were issued or allegedly issued by Providence Washington Insurance Company:

Insurance Company	Policy No.
Providence Washington Insurance Company	BRPP 55 88 90
Providence Washington Insurance Company	BRP 58 50 35
Providence Washington Insurance Company	BRPP 58 45 84
Providence Washington Insurance Company	CX 94 92 74
Providence Washington Insurance Company	CU 38 99 82
Providence Washington Insurance Company	CU 39 01 10
Providence Washington Insurance Company	CU 73 29 80
Providence Washington Insurance Company	CU 75 83 94
Providence Washington Insurance Company	CU 75 92 96
Providence Washington Insurance Company	CU 30 81 40
Providence Washington Insurance Company	CU 79 37 56

EXHIBIT 7
to Settlement Agreement, Release, and Policy Buyback

DISCLAIMER OF COVERAGE AND POLICY RELEASE

This Disclaimer of Coverage and Policy Release ("Release") is provided by The Congregation of Christian Brothers (the "Congregation") to Providence Washington Insurance Company ("Providence Washington") and the Providence Washington Released Parties at the request of The Christian Brothers' Institute ("CBI"). The delivery of this Release to Providence Washington is a condition precedent to Providence Washington's obligation to fund the Settlement Amount to the Trust under the Settlement Agreement, Release, and Policy Buyback ("Agreement") to which this Release is appended as Exhibit 7.²

RECITALS

WHEREAS, numerous individuals have asserted claims against CBI and certain Other Releasing Parties for injuries they allegedly suffered due to sexual and/or physical abuse and/or other misconduct by brothers or priests and/or other individuals allegedly negligently hired, supervised, or maintained by CBI; and

WHEREAS, Providence Washington issued or allegedly issued certain insurance policies to or for the benefit of CBI and/or the Other Releasing Parties; and

WHEREAS, certain disputes between, on the one hand, CBI and the Other Releasing Parties and, on the other hand, Providence Washington and the Providence Washington Released Parties have arisen and/or would be likely to arise in the future concerning Providence Washington's position regarding the nature and scope of its responsibilities, if any, to provide coverage to CBI and/or any of the Other Releasing Parties under the Policies in connection with the Tort Claims; and

WHEREAS, CBI filed a voluntary petition for reorganization under Chapter 11 of the Bankruptcy Code on April 28, 2011, in the United States Bankruptcy Court for the Southern District of New York; and

WHEREAS, CBI and the Other Releasing Parties, on the one hand, and Providence Washington and the Providence Washington Released Parties, on the other hand, without any admission of liability or concession of the validity of the positions or arguments advanced by

² Capitalized terms used but not defined in this Release shall have the meanings and definitions ascribed to them in the Agreement.

each other, now wish to compromise and resolve fully and finally any and all Coverage Disputes and any and all other disputes between them; and

WHEREAS, through the Agreement, CBI and the Other Releasing Parties intend to provide Providence Washington and the Providence Washington Released Parties with the broadest possible buyback and release with respect to the Policies and to provide that Providence Washington and the Providence Washington Released Parties shall have no further obligations now or in the future with respect to the Policies and no further obligations to CBI or the Other Releasing Parties under any other policy of insurance issued by Providence Washington; and

WHEREAS, as part of the compromise and resolution of such disputes, CBI, the Other Releasing Parties, Providence Washington, and the Providence Washington Released Parties wish to effect a sale of the Policies pursuant to Section 363 of the Bankruptcy Code; and

WHEREAS, the Parties, the Other Releasing Parties, and the Congregation have received the advice of counsel in the preparation, drafting, and execution of the Agreement and Release, which were negotiated at arm's length; and

WHEREAS, without the Agreement, CBI's ability to reorganize would be substantially impaired; and

WHEREAS, the Congregation desires to assist CBI with its reorganization in order that CBI may emerge from bankruptcy carry on with its mission; and

WHEREAS, the Congregation is not an insured or additional insured under the Policies and has no other interest in the Policies, except to assist CBI by providing this Release to Providence Washington;

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants contained in the Agreement and this Release, the sufficiency of which the Congregation hereby acknowledges, and intending to be legally bound, subject to the approval of the Bankruptcy Court, the Congregation hereby agrees as follows:

1. The Policies were issued by Providence Washington to CBI, not the Congregation and the Congregation hereby acknowledges (a) that it is neither an insured nor an additional insured under the Policies and (b) that it has no rights whatsoever to any insurance coverage or other benefits under, or with respect to, the Policies.
2. Notwithstanding the foregoing paragraph, and subject to entry of the Approval Order and the Confirmation Order as Final Orders, and the payment of the Settlement Amount by Providence Washington to the Trust as provided for in the Agreement, and without any further

action by the Parties, CBI, the Other Releasing Parties, or the Providence Washington Released Parties, the Congregation hereby fully, finally, and completely remises, releases, acquits, and forever discharges, as of the Settlement Effective Date, Providence Washington and the Providence Washington Released Parties from any and all past, present, or future Claims in connection with, relating to or arising out of, in any manner or fashion, the Policies or any other policy of insurance issued by Providence Washington, including Claims that are actual or alleged, known or unknown, accrued or unaccrued, suspected or unsuspected (including but not limited to Tort Claims, Insurance Coverage Claims, Extra-Contractual Claims, and all Claims relating to, or arising out of the Reorganization Case), whether such Claims seek compensatory damages, punitive damages, exemplary damages, statutorily multiplied damages, attorneys' fees, interest, costs, or any other type of monetary or nonmonetary relief.

3. The principal consideration for this Release is Providence Washington's agreement to pay, and payment of, the Settlement Amount to the Trust on behalf of CBI pursuant to, and as provided for in, the Agreement.

4. This Release is incorporated into, and made a part of, the Agreement, as Exhibit 7 thereto.

5. The person executing this Release, on behalf of the Congregation, hereby represents and warrants: (a) that he is the Superior General of the Congregation, (b) that he is authorized to execute this Release on behalf of the Congregation, (c) that the Congregation is an ecclesiastical entity, and juridic person under Canon Law, or other legal entity, (c) that the Congregation has the requisite power and authority to give this Release, (d) that the execution of the Release has been approved by duly authorized representatives of the Congregation and, when so executed and delivered, will be binding on and enforceable against the Congregation, and (f) that the Release has been executed and delivered by the Congregation to Providence Washington and the Providence Washington Released Parties in good faith, pursuant to arm's length negotiations, and for value and valuable consideration.

6. This Release shall be governed by the laws of the State of New York in the United States of America. Any disputes arising out of, or related to, this Release shall be litigated in the United States Bankruptcy Court for the Southern District of New York, or in the event that Court lacks subject matter jurisdiction, in another state or federal court of competent jurisdiction in New York. With respect to any disputes under, or relating to, this Release, the Congregation hereby submits to the jurisdiction of the state and federal courts in New York and hereby waives any challenges to personal jurisdiction in said courts.

THE CONGREGATION OF CHRISTIAN BROTHERS

Dated: August __, 2013

Philip Pinto
By: Philip Pinto
Title: Superior General

WITNESS:

Dated: August __, 2013

John Mostyn
Name: JOHN MOSTYN

Exhibit 2.81 Physical Abuse Claims

1. Claim No. 232.
2. Claim No. 240.
3. Claim No. 249.

Exhibit 2.110 Settling Insurers

1. Providence Washington Insurance Company
475 Kilvert Street
Warwick, Rhode Island 02886

Exhibit 2.120 Trust Agreement

THE CHRISTIAN BROTHERS INSTITUTE AND THE CHRISTIAN BROTHERS OF IRELAND, INC. TRUST AGREEMENT

This Trust Agreement (“Trust Agreement”) is effective as of the Effective Date of the Plan of Reorganization (together with any and all amendments thereto, all exhibits and schedules thereto and all documents incorporated by reference therein, as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, (collectively, the “Plan) in *In re The Christian Brothers’ Institute* (Bankr. S.D.N.Y.), Case no. 11-22820 (RDD) and *The Christian Brothers of Ireland, Inc.* (Bankr. S.D.N.Y), Case no. 11-22821 (RDD).

This Trust Agreement is entered into pursuant to the Plan.

RECITALS

A. On the Petition Date, The Christian Brothers’ Institute and The Christian Brothers of Ireland, Inc. (collectively, the “Debtors”) filed voluntary petitions under chapter 11 of the Bankruptcy Code. The Debtors continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to Section 1107(a) and 1108 of the Bankruptcy Code.

B. On ____ __, 2013, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”). Copies of the Plan and the Confirmation Order are attached hereto as **Exhibits "A" and "B,"** respectively, and the Plan and the Confirmation Order are incorporated into this Trust Agreement by this reference.

D. The Plan provides for the creation of The Christian Brothers’ Institute and Christian Brothers of Ireland, Inc. Trust (the “Trust”) and the transfer and assignment to the Trust of the Trust Assets.

E. The Trust is established for the benefit of the Beneficiaries (as defined in **Section 1.1.2.4** hereof) and is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d).

F. Pursuant to the Plan and the Confirmation Order, Omni Management Acquisition Corp. (the “Trustee) was duly appointed as a representative of the Estate pursuant to Sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code.

G. The Trust is intended to qualify as a "grantor trust" for federal income tax purposes and the Trustee shall administer and maintain the Trust in compliance with the guidelines for liquidating trusts as set forth in Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Section 1.671-4(a) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service (the "**IRS**").

H. The Trustee has reviewed the Claims filed in the Debtors’ cases and has a list setting forth the Holders of Claims filed and/or scheduled that are classified in Classes 4, 5 and

6.

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

ARTICLE I

DEFINITIONS

1.1 **Defined Terms.** Unless otherwise stated herein, capitalized terms used in this Trust Agreement shall have the meanings assigned to them in the Plan. Terms defined in the Bankruptcy Code, and not otherwise specifically defined in the Plan or herein, when used herein, have the meanings attributed to them in the Bankruptcy Code.

1.2 **Additional Defined Terms.** As used herein, the following terms shall have the meanings set forth below, unless the context otherwise requires:

1.2.1 "Trust Agreement" shall have the meaning set forth in the introductory paragraph hereof.

1.2.2 "Beneficiary" means the Holder of a Trust Interest, which is also, prior to the Effective Date, the Holder of a Claim in Classes 4, 5 and 6 of the Plan and those for whom Reserves for the various fees, costs and expenses, including reasonable attorneys' fees and costs, in administering the Trust have been established. .

1.2.3 "Expenses" shall have the meaning set forth in Section 5.1.1.

1.2.4 "Holder" means, depending on the context, any Person holding a Claim in the Cases, or any Person holding the Interest of a Beneficiary.

1.2.5 "Real Property" means the real property described in Section 9.2.5 of the Plan.

1.2.6 "Reserves" means the reserves established by the Trustee pursuant to this Trust Agreement and the Plan.

ARTICLE II

NAME OF THE TRUST

2.1 The trust created by this Trust Agreement shall be known as the "The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc. Trust" and referred to herein as the "Trust."

ARTICLE III

APPOINTMENT AND ACCEPTANCE OF TRUSTEE

3.1 Omni Management Acquisition Corp hereby accepts the trusteeship of the Trust created by this Trust Agreement and the grant, assignment, transfer, conveyance and delivery of assets to the Trust, subject to the terms and conditions set forth in the Plan, the Confirmation Order and this Trust Agreement. The Trustee shall have all the rights, powers and duties set forth in the Plan and this Trust Agreement and available under applicable law for accomplishing the purposes of the Trust. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Trust and not otherwise, and in accordance with applicable law. The Trustee shall have the authority to bind the Trust within the limitations set forth herein, but shall for all purposes hereunder be acting in the capacity as Trustee, and not individually.

ARTICLE IV

DECLARATION AND ESTABLISHMENT OF THE TRUST

4.1 Pursuant to the Plan and the Confirmation Order, the Trust is created and the Debtors irrevocably transfer, absolutely grant, assign, convey, set over, and deliver to the Trustee, and at such times as is set forth in the Plan, all of their right, title and interest in and to the Trust Assets to be held in trust and for the uses and purposes stated herein and in the Plan. The Trustee hereby agrees to accept and hold the Trust Assets in trust for the Beneficiaries subject to the terms of the Plan and this Trust Agreement and, on behalf of the Trust. The Trustee is hereby authorized to file with the governmental authorities any documents necessary or helpful to establish the Trust.

ARTICLE V

CORPUS OF THE TRUST

5.1 The assets of the Trust (the "Trust Assets") shall include all property transferred to the Trust pursuant to the Plan including:

5.1.1 All sums transferred to the Trust pursuant to the Plan or future orders of the Bankruptcy Court;

5.1.2 All rights of every kind, nature and description transferred to the Trust pursuant to the Plan or future orders of the Bankruptcy Court or otherwise belonging to the Trust;

5.1.3 The sum of Thirteen Million Four Hundred Thousand forty two Dollars (\$13,442,000) in Cash from the Reorganized Debtors.

5.1.4 All sums transferred to the Trust from Participating Parties and Settling Insurers, including Three Million Two Hundred Thousand Dollars (\$3,200,000) from Providence Washington Insurance Co.;

5.1.5 All Sums received by the Reorganized Debtors from any settlements of Abuse Claims between the Petition Date and the Effective Date;

5.1.6 All Avoidance Rights described in Section 9.2.4 of the Plan, including the adversary proceeding entitled *The Official Committee of Unsecured Creditors of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc., v. All Hallows Institute*, Adv. No. 13-08229-rdd, filed in the Bankruptcy Court;

5.1.7 All of the Debtors' Claims against any Co-defendants or others who are not Participating Parties for contribution or indemnity related to the Abuse Claims;

5.1.8 The Real Property;

5.1.9 Third Party Derivative Claims against Entities other than Participating Parties; and

5.1.10 All income and sale proceeds derived from any of the above assets of the Trust.

5.2 From and after the Effective Date of the Plan, pursuant to, and at such times set forth in the Plan, title to and all rights and interests in the Trust Assets shall be transferred to the Trust free and clear of all Liens, Claims, encumbrances or interests of any kind in such property of any other Person (including all Liens, Claims, encumbrances or interests of creditors of or Holders of Claims against or Interests in the Debtors) in accordance with Sections 1123, 1141 and 1146(a) of the Bankruptcy Code, except as otherwise expressly provided for in the Plan. The Trustee, on behalf of the Trust, shall receive the Trust Assets when they are transferred to the Trust.

5.3 Upon the transfer of the Trust Assets, the Trustee succeeds to all of the Debtors' and the Estates' right, title and interest in the Trust Assets and the Debtors and the Estates will have no further right or interest in or with respect to the Trust Assets or this Trust, except as provided herein, in the Plan or the Confirmation Order.

5.4 To the fullest extent permitted by law, the Debtors will be deemed to irrevocably transfer to the Trustee, as their legal successor, all rights of the Debtors and the Estates (including the Estates after the Confirmation Date) to exercise or waive the Debtors' attorney-client privilege, accountant-client privilege, work-product privilege or other privilege or immunity relating to All Avoidance Rights described in Section 9.2.4 of the Plan, including the adversary proceeding entitled *The Official Committee of Unsecured Creditors of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc., v. All Hallows Institute*, Adv. No. 13-08229-rdd, filed in the Bankruptcy Court (collectively, the "**Privileges**"), and the Trustee is authorized to take all necessary actions to effectuate the transfer of the Privileges. All such Privileges also shall vest in the Trust and its representatives, to the fullest extent permitted by

law. This transfer is self-executing on the Effective Date, provided however, that the Trustee and the Reorganized Debtors are authorized and directed to take any and all necessary actions to effectuate the transfer of such Privileges. After the Effective Date, the Trustee shall have the exclusive power and authority to waive the Privileges.

ARTICLE VI

PURPOSE OF THE TRUST

6.1 On the Effective Date, and subject to the terms of the Plan, the Trust will assume all of the rights and duties of the trust contemplated by the Plan. Nothing contained in this Trust Agreement is intended affect, diminish or impair the Abuse Claimants' rights under the Plan against the Reorganized Debtors, Co-defendants or Non Settling Insurers.

6.2 The Trust will assume responsibility for: (a) establishing the respective Reserves with respect to the Trust; (b) making payments to the holders of Class 4, 5 and 6 Claims that become payable under the Plan and Trust Agreement, (c) receiving, collecting, liquidating, maintaining and distributing the Trust Assets; (d) fulfilling all other obligations under the Trust Agreement. The Trust will be administered consistent with the liquidating purpose of the Trust, and with no objective to continue or to engage in the conduct of a trade or business, except to the extent reasonably necessary to preserve the liquidation value of the Trust Assets (including the prosecution of litigation), or as otherwise provided in the Plan.

6.3 This Trust Agreement sets forth the terms of the trust contemplated by the Plan. In the event of any inconsistency between the Plan and this Trust Agreement, the provisions of the Plan shall govern.

6.4 The sole beneficiaries of the Trust are: (a) the Beneficiaries and (b) those for who Reserves for the various fees, costs and expenses, including reasonable attorneys' fees and costs, in administering the Trust have been established. No beneficiary of the Trust shall have any interest in any Reserve established by the Trustee pursuant to the Plan and the Trust Agreement other than the Reserve established for the payment of such beneficiary's Claim. No other creditors have any right, title or interest in the Trust Assets.

ARTICLE VII

IRREVOCABILITY OF THE TRUST

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

ARTICLE VIII

DISSOLUTION AND TERMINATION OF THE TRUST

8.1 The Trust shall become effective as of the Effective Date and shall remain and continue in full force and effect until entry of a final order of the Bankruptcy Court upon motion of the Trustee terminating the Trust. The Bankruptcy Court may order dissolution of the Trust or may order that the Trustee undertake such further actions as the Bankruptcy Court deems necessary and appropriate to carry out the provisions of the Plan and the Trust Agreement. Upon entry of an order by the Bankruptcy Court authorizing dissolution of the Trust, the Trustee will promptly proceed to wind up the affairs of the Trust.

8.2 After the dissolution of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act in such capacity until its duties hereunder have been fully performed. The Trustee shall retain the books, records and files that shall have been delivered to or created by the Trustee until distribution of all the Trust's assets. At the Trustee's discretion, all of such records and documents may be destroyed at any time following the later of (x) the first anniversary of the final distribution of the Trust's assets, and (y) the date until which the Trustee is required by applicable law to retain such records and documents; provided that notwithstanding the foregoing the Trustee shall not destroy or discard any records or documents relating to the Trust without giving the Notice Parties reasonable prior written notice thereof. Notwithstanding the foregoing, the Documents shall be returned to the Reorganized Debtors.

8.3 Upon termination of the Trust, and provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments remaining in the Trust, if any, including any investment earnings thereon, to a charity supporting survivors of childhood sexual abuse as set forth in the Confirmation Order; provided that such funds and investments shall not exceed \$5,000.

8.4 The Court Order terminating the Trust shall provide, *inter alia*, for the discharge of the Trustee and its professionals, the exculpation of the Trustee and its professionals from liability, and the exoneration of the Trustee's bond (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his designated agents or representatives).

ARTICLE IX

POWERS OF TRUSTEE

9.1 The Trustee is vested with all powers described in the Plan and necessary or appropriate to effectuate the purpose of the Trust and to carry out the duties of the Trustee as set forth in the Plan. These powers include, but are not limited to, the following:

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

(a) Pursuant to Section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Trust, including any deeds, bills of sale or assignments executed in connection with any disposition of assets contemplated by this Plan (i.e. the Properties), shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax or other similar tax. This includes the sale of any of the properties by the Trust.

9.1.2 hold legal title to any and all rights of the Beneficiaries who are Allocation Plan Claimants against the Debtors, including, but not limited to, collecting any and all money and other property owed to the Beneficiaries who are Allocation Plan Claimants from the Debtors which title shall be held by the Trustee solely in its capacity as Trustee and not in any individual capacity;

9.1.3 on 15 days' written notice to the Post Effective Date Service Parties abandon any property which it determines in its reasonable discretion to be of *de minimis* value or otherwise burdensome to the Trust, including any pending adversary proceeding or other legal action, provided that if any Person to whom such notice is given provides a written objection to the Trustee prior to the expiration of such fifteen-day period with respect to the proposed abandonment of such property, then such property may be abandoned only pursuant to a Final Order of the Bankruptcy Court after notice and opportunity for a hearing;

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

9.1.5 file or cause to be filed, if necessary, any and all tax and information returns, and any other statements or disclosures relating to the Trust that are required to be filed by any governmental unit with respect to the Trust, and withhold and pay taxes properly payable by the Trust, if any;

9.1.6 enter into contracts in the course of operating the Trust Assets for liquidation or in conjunction with their disposition under the Plan and herein;

9.1.7 open and maintain bank accounts on behalf of the Trust, deposit funds therein, and draw checks thereon, as appropriate under the Plan, the Confirmation Order and this Trust Agreement;

9.1.8 The Trustee may, in its discretion, obtain a trustee's bond to protect the Beneficiaries with respect to its obligations as Trustee, and pay the premiums for such bond with Trust Assets as an expense of administering the Trust. The bond amount shall be determined based upon the amount of Cash under the control of the Trustee at any time. The amount of the

bond shall be adjusted from time to time in accordance with Cash receipts and disbursements by the Trust. Alternatively, or in addition thereto, the Trustee may, in its discretion, obtain insurance coverage for the liabilities, duties and obligations of the Trustee and its agents, employees, and professionals (in the form of an errors and omissions policy or otherwise) which may, at the sole option of the Trustee, remain in effect for a reasonable period after the conclusion of the Trustee's service. The Trustee shall further be authorized to obtain all reasonably necessary insurance coverage with respect to any property that is or may in the future become Trust Assets.

9.1.9 The Trustee is empowered to incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs and expenses described in the Plan. These fees, costs and expenses include those payable to or on behalf of the Reorganized Debtors pursuant to Section 11.3 of the Plan and those incurred by the Trustee in maintaining and administering the Trust, including (a) the fees of bankruptcy management companies, (b) the fees and costs of Professional Persons employed by the Trustee, such as investment advisors, accountants, agents, managers, attorneys and contract attorneys, actuaries, or auditors, and (c) the premiums charged by insurers, including professional liability insurers, title insurers, and escrow agents.

9.1.10 The Trustee is empowered to pay Abuse Claims pursuant to the terms of the Plan. The Trustee is empowered to comply with instructions of an Abuse Claimant to distribute funds from the Trust to a third party for the purposes of creating a structured settlement fund; however the Trustee and the Trust shall not be liable to the Abuse Claimant if the purposes of a structured settlement fund are not accomplished.

(a) The Trustee shall be entitled to rely on the authenticity of the signature of the Abuse Claim Reviewer, and the accuracy of the information set forth by the Abuse Claim Reviewer in the administration of the Allocation Plan without any verification or confirmation.

9.1.11 The Trustee shall monitor the Reorganized Debtors' obligation to file compliance reports with the Bankruptcy Court as set forth in Section XVII of the Plan. The Trustee shall not have any duty to monitor the Debtors' compliance with any other provision of Section XVII of the Plan but the Trustee may, as a party in interest, seek enforcement of any provision of Section XVII of the Plan.

9.1.12 Except as restricted by applicable professional ethics rules such as the Rules of Professional Conduct, the Trustee is entitled to retain any attorney, contract attorney, accountant, investment advisor, bankruptcy management company, or such other agents and advisors as are necessary and appropriate (and shall be entitled to rely on advice given by such advisors within their areas of competence) to:

- (a) effectuate the purpose of the Trust and/or the Plan; and
- (b) maintain and administer the Trust.

Nothing in the Plan, Plan Documents or any Trust Document restricts the Trustee's ability to retain any Committee Professional.

9.1.13 The Trustee is empowered to make, sign, execute, acknowledge and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan and/or the Trust or to maintain and administer the Trust.

9.1.14 Litigation or Other Proceedings.

(a) The Trustee shall be the successor-in-interest to the Debtors, the Estates and the Committee with respect to any Claim and/or Defense that is a Trust Asset until the Trust disposes of them, including but not limited to All Avoidance Rights described in Section 9.2.4 of the Plan, including the adversary proceeding entitled *The Official Committee of Unsecured Creditors of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc., v. All Hallows Institute*, Adv. No. 13-08229-rdd, filed in the Bankruptcy Court. All such Claims and/or Defenses, including the right to subordinate Claims under Section 510 of the Bankruptcy Code, shall be retained and pursued and enforced by the Trustee pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code and the terms of the Plan.

(b) The Trustee shall have discretion to pursue or not to pursue any and all such Claims and/or Defenses, as it determines consistent with the purposes of the Trust, and shall have no liability for the outcome of its decision, provided, however that the Trustee may not settle the adversary proceeding entitled, *The Official Committee of Unsecured Creditors of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc., v. All Hallows Institute*, Adv. No. 13-08229-dd without the approval of the Bankruptcy Court. With respect to any such Claim and/or Defense, the Trust and the Trustee shall be bound by, and shall give effect to, any release, exculpation, waiver, estoppel or injunction provided by the Plan or the Confirmation Order.

(c) The Trustee may seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including Bankruptcy Rule 2004.

9.1.15 The Trustee is empowered to comply with all requirements imposed by applicable law, rule, or regulation.

9.1.16 The Trustee may file a motion with the Bankruptcy Court, with notice to the Post Effective Date Service Parties, for a modification of the provisions of this Trust Agreement if the Trustee determines that such modifications are necessary to conform to legal and/or administrative requirements and to the purposes of the Trust.

9.1.17 Distributions May Be Delayed to Wind Up Affairs of the Trust.

(a) Upon any event terminating the Trust, the right to distributions shall vest immediately, but the Trustee may defer distribution of property from the Trust for a reasonable time needed to wind up the affairs of the Trust, including time needed to provide for payment of debts and taxes.

9.1.18 Tax Returns.

(a) The Trustee shall cause the timely preparation, distribution and/or filing of any necessary tax returns and other documents or filings as required by applicable law and pay any taxes shown as due thereon and which are payable by the Trust by virtue of its existence and operations. Beneficiaries shall be responsible for the payment of any tax due on their own items of income, gain, loss, deduction or credit, if any.

(b) The Trustee shall pay out of the Trust Assets, any taxes imposed on the Trust or the Trust Assets.

(c) The Trustee may request an expedited determination of any unpaid tax liability of the Trust under Section 505(b) of the Bankruptcy Code prior to termination of the Trust, and shall represent the interest and account of the Trust before any taxing authority in all matters, including, but not limited to, any action, suit, proceeding, or audit.

9.1.19 Investments.

(a) The Trustee shall comply with 11 U.S.C. §345 with regard to the investment of Trust assets. The Trustee is relieved of any obligation to diversify.

9.1.20 Trust Division.

(a) The Trustee is authorized to and shall segregate the monetary Trust Assets into separate accounts, funds or reserves, as required by the Plan, for ease of administration, or for any tax election or allocation. Any segregation shall be made according to the fair market value of the assets of the Trust at the time of segregation; the appreciation or depreciation of the property allocated to each account or fund, including cash, shall be fairly representative of the appreciation or depreciation to the date of each segregation of all property available for allocation; and the segregation shall otherwise be in accordance with applicable tax law. Nothing in this provision shall restrict the Trustee's authority to pool such accounts or funds for investment purposes or require separate bank accounts for such accounts or funds.

(b) Pursuant to and in accordance with the Plan, the Trustee may establish accounts, funds or reserves for: (1) Abuse Claims; (2) fees, costs and expenses payable to or on behalf of the Reorganized Debtors pursuant to Section 11.3 of the Plan and (3) fees, costs and expenses payable to or on behalf of the Trust's professionals and the Trustee.

(c) The Trustee may establish additional Reserve accounts as the Trustee determines are appropriate and may fund such additional reserve accounts pursuant to the Plan and the Trust Agreement. If, at any time, the Trustee determines that any reserve is not reasonably likely to be adequate to satisfy purposes of the Reserve, then, the Trustee may increase the amount previously reserved.

If at any time, the Trustee determines that the value of a reserve is greater or lesser than the amount that is reasonably likely to satisfy the purpose for which the assets of the reserve

have been reserved, the Trustee may release the excess amounts from such reserve or increase the amounts reserved and the amounts released would be deposited in any other reserve or become distributable to the Abuse Claimants.

9.2 Limitations on the Trustee.

9.2.1 Notwithstanding anything in this Trust Agreement to the contrary, the Trustee shall not do or undertake any of the following:

- (a) guaranty any debt;
- (b) loan Trust Assets;
- (c) transfer Trust Assets to another trust with respect to which the Trustee serves as trustee; or
- (d) make any transfer or Distribution of Trust Assets, other than those authorized under the Plan, the Confirmation Order or this Trust Agreement.

9.2.2 Notwithstanding anything in this Trust Agreement to the contrary, the Trustee, acting in its capacity as Trustee, other than to the extent necessary to preserve the liquidation value of the Trust Assets, shall not and shall not be authorized to engage in any trade or business, and shall take such actions consistent with the orderly liquidation of the Trust Assets as are required by applicable law, and such actions permitted hereunder. Notwithstanding any other authority granted herein, the Trustee is not authorized to engage in any investments or activities inconsistent with the treatment of the Trust as a Trust within the meaning of Treasury Regulations Section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

9.2.3 The Trust shall not hold 50% or more of the stock (in either vote or value) of any Person that is treated as a corporation for federal income tax purposes, nor have any interest in an Person that is treated as a partnership for federal income tax purposes, unless such stock or partnership interest was obtained involuntarily or as a matter of practical economic necessity, including through foreclosure of security interests and execution of judgments, in order to preserve the value of the Trust Assets; provided, however, the Trust shall not hold more than 4.9% of the issued and outstanding securities of any public reporting company.

9.2.4 The Trustee shall be responsible for only that property delivered to it, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

9.3 Insurance Settlement Trust Agreement.

(a) The Providence Washington Settlement Agreement is binding on the Trust and, to the extent of any inconsistencies between this Trust Agreement and Providence Washington Settlement Agreement, the Providence Washington Settlement Agreement will control.

9.3.2 Perpetuities.

(a) Notwithstanding any other provisions of this Trust Agreement, each trust hereby created, if not previously terminated under other provisions of this Trust Agreement, shall in any event terminate upon thirty five (35) years after the date of this Trust Agreement. Upon such termination, all the assets thereof shall be distributed pursuant to Article 5(b) above to the registry of the Bankruptcy Court.

9.3.3 Anti-Assignment Clause.

(a) To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or part, shall be subject to claims of creditors of any beneficiary or others, nor to legal process, nor be voluntarily or involuntarily assigned, alienated or encumbered except as may be ordered by the Bankruptcy Court.

ARTICLE X

IMMUNITY AND INDEMNIFICATION OF TRUSTEE

10.1 Neither the Trustee nor any of his duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Trustee in good faith, other than acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his designated agents or representatives. The Trustee may, in connection with the performance of his functions, and in his sole and absolute discretion, consult with his 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 be under no obligation to consult with his attorneys, accountants, financial advisors or agents, and his good faith determination to not 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, knowing and material violation of law, or fraud.

10.2 The Trust shall defend, indemnify and hold the Trustee harmless from and against any and all uninsured claims, liabilities, costs, damages or expenses arising from any contract, obligation or liability made or incurred by the Trustee provided that the Trustee meets the standards of conduct set forth in Article 10.1. Nothing in this Section shall be construed or interpreted to limit in any way the protections and immunities, if any, afforded to the Trustee pursuant to federal and/or state statutory and common law. Notwithstanding the foregoing, this indemnification, obligation of defense and covenant to hold harmless shall not apply to any liability arising from a criminal proceeding where the Trustee had reasonable cause to believe that the conduct in question was unlawful.

10.3 The Trust shall defend, indemnify and hold the Trustee's professionals harmless from and against any and all uninsured claims, liabilities, costs, damages or expenses arising from services rendered to the Trustee provided that the Trustee's professionals meet the standards of conduct set forth in Article 10.1.

10.4 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 this Trust Agreement or the Plan by either the Trustee or the 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 this Trust Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for his 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 against (a) the Trustee's bond or applicable insurance coverage, and, (b) to the extent not covered by such bond, directly against the Trustee.

10.5 Medicare Secondary Payer Act

10.5.1 Except as provided in the Plan, neither the Trust, the Trustee nor the Trustee's agents and professionals shall have any liability to any entity, including any governmental entity pursuant to the Medicare Secondary Payer Act or any state law statute that is substantially similar to the Medicare Secondary Payer Act.

ARTICLE XI

TRUSTEE COMPENSATION

11.1 The Trustee shall be entitled to receive as compensation from the monetary assets of the Trust in such amounts as described in **Exhibit C** attached hereto and as the same may be amended from time to time during the term of this Trust Agreement. Such amendments to **Exhibit C**, if any, shall be filed with the Court and serve on the Post Effective Date Service Parties a notice setting forth the proposed compensation for the Trustee for subsequent period(s).

11.1.1 Any professional or any Person retained by the Trustee pursuant to the Plan will be entitled to reasonable compensation for services rendered at a rate reflecting actual time billed by such professional or Person on an hourly basis, at the standard billing rates in effect at the time of service, or such other rate or basis of compensation that is reasonable and agreed upon by the Trustee.

11.1.2 Any and all reasonable and necessary costs and expenses incurred by the Trustee, the, and any professional or other Person retained by the Trustee, in performing their respective duties under this Trust Agreement, will be reimbursed by the Trustee from the Trust Assets.

11.1.3 The Trustee and each professional employed by the Trustee shall provide to the Trustee a statement setting forth its aggregate fees and expenses incurred in connection with the engagement not previously billed, together with reasonable documentation of such expenses (any such report, a "**Fee and Expense Report**"), and shall be entitled to receive payment of such fees and expenses 10 days after providing the Fee and Expense Report (the "**Fee Notice Period**") to the Trustee and the Post Effective Date Service Parties. Notwithstanding the foregoing, if the Trustee or a party in interest objects to such Fee and Expense Report within the Fee Notice Period, the parties may seek to resolve such objection on a consensual basis. If the parties are unable to reach a consensual resolution, the Trustee (and each professional employed by the Trustee) shall be entitled to payment of the contested portion of its fees and/or expenses only pursuant to a Final Order of the Bankruptcy Court after notice and opportunity for a hearing, provided that the Trustee (and each professional employed by the Trustee) shall be entitled to payment of the uncontested portion, if any, of such fees and expenses upon expiration of the Fee Notice Period. The Fee and Expense Report may be redacted as required to protect all applicable privileges.

ARTICLE XII

SUCCESSOR TRUSTEES

12.1 Vacancy Caused by Trustee Resignation or Removal.

12.1.1 **Trustee Resignation**. The Trustee may resign at any time. The Trustee shall file its written resignation to the Bankruptcy Court. The resignation shall take effect within thirty (30) days of delivery of the notice of resignation. The Trustee shall, by the earliest date possible, deliver to the Trustee's successor all of the Trust assets which were in the possession of the Trustee along with a complete record and inventory of all such assets.

12.1.2 **Trustee Removal**. The Bankruptcy Court may remove a Trustee on a motion submitted by a party in interest following notice to Parties on the Post Effective Date Service Parties. The ground for removal is good cause. The removal will take effect upon the date the Bankruptcy Court specifies. The Trustee shall, by the earliest date possible, deliver to the Trustee's successor all of the Trust Assets which were in the possession of the Trustee along with a complete record and inventory of all such Trust Assets.

12.1.1 The death, resignation, or removal of the Trustee shall not operate to terminate the Trust created by this Trust Agreement or to revoke any existing agency (other than any agency of the Trustee as the Trustee) created pursuant to the terms of this Trust Agreement or invalidate any action taken by the Trustee, and the Trustee agrees that the provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trustee and the Trustee's successors or assigns, as the case may be. In the event of the resignation or removal of the Trustee, in addition to preparation and filing with the Bankruptcy Court of an Interim Report, the former Trustee promptly shall:

(a) execute and deliver by the effective date of resignation or removal such documents, instruments, and other writings as may be reasonably requested by the successor

Trustee to effect the termination of the resigning or removed Trustee's capacity under this Trust Agreement and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

(b) deliver to the successor Trustee all documents, instruments, records and other writings relating to the Trust Assets as may be in the possession or under the control of the resigning or removed Trustee; and

(c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee.

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

12.2 Appointment of Successor Trustee.

12.2.1 Any vacancy in the office of Trustee shall be filled by the nomination of a majority of the members of the Committee (notwithstanding the dissolution of the Committee on the Effective Date), subject to the approval of the Bankruptcy Court, after notice and a hearing. If at least five (5) members of the Committee do not participate in the nomination of a successor Trustee within 30 days after the Trustee resigns or becomes unable to serve, the Honorable Robert D. Drain or, in his absence, the Chief Judge of the U.S. Bankruptcy Court of the Southern District of New York, shall designate a successor after notice to the Notice Parties and a hearing.

12.3 Acceptance of Appointment of Successor Trustee.

12.3.1 Any successor Trustee's acceptance of appointment as a successor Trustee shall be in writing and shall be filed with the Bankruptcy Court. The acceptance shall become effective when filed with the Bankruptcy Court. The Trustee shall thereupon be considered a Trustee of the Trust without the necessity of any conveyance or instrument. Each successor Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder. Each successor Trustee shall be exempt from any liability related to the acts or omissions of the Trustee prior to the appointment of the successor Trustee.

12.4 Preservation of Record of Changes in Trustees.

12.4.1 A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement.

ARTICLE XIII

INTENTIONALLY OMITTED

ARTICLE XIV

INSTRUCTIONS TO TRUSTEE

14.1 In addition to the other duties set forth in the Plan or this Trust Agreement, the Trustee is hereby specifically directed to do the following:

14.1.1 Semi-Annual Financial Reports.

In lieu of compliance with applicable law regarding the Trustee's obligation to prepare accountings and/or reports, the Trustee shall prepare on behalf of the Trust semi-annual (June 30 and December 31) financial reports describing the then remaining assets and the manner in which the assets of the Trust are then invested. The reports shall include an itemization of categories of expenses and corresponding amounts. The reports shall also include an estimate of the current market value of the invested assets of the Trust and a description of the obligations, income and expenses of the Trust. The Trustee may, but shall not be required to, employ valuation experts. The reports shall include an itemized statement of all sums disbursed to Abuse Claimants. The reports shall be prepared within forty-five (45) days of the close of the reporting period. Copies of the reports shall be sent to the Notice Parties and filed with the Bankruptcy Court. The reports shall be prepared on an accrual basis.

14.1.2 Additional Reporting to the Court.

The Trustee shall report to the Bankruptcy Court, with notice to the Post Effective Date Service Parties, with respect to any matter arising from the administration of the Trust that the Trustee deems advisable to bring to the attention of the Bankruptcy Court. The Trustee shall report to the Bankruptcy Court, with respect to any matter arising from the administration of the Trust upon request of the Bankruptcy Court.

ARTICLE XV

GRANTOR TRUST ELECTION

15.1 The Debtor shall elect to treat the Trust as a grantor trust pursuant to Treasury Reg. § 1.468B-1(k). Payment of taxes, if any, attributable to Trust income shall be the obligation of the Trust.

ARTICLE XVI

SECTION 468B SETTLEMENT FUND

16.1 Generally.

16.1.1 In accordance with the Plan, the Trustee will take all reasonable steps to ensure that the Trust will qualify as, and remain, a “Designated” or “Qualified” settlement fund within the meaning of §468B of the Internal Revenue Code of 1986, as amended (the “Tax Code”), and the regulations promulgated pursuant thereto. The Debtors are the “transferor” within the meaning of Treasury Regulations §1.468B-1(d)(1). The Trustee shall be classified as the “administrator” within the meaning of Treasury Regulation §1.468B-2(k)(3).

16.1.2 It is further intended that the transfers to the Trust will satisfy the “all events test” and the “economic performance” requirement of Section 461(h)(1) of the Tax Code, and Treasury Regulation Section 1.461-1(a)(2).

16.2 Employer Identification Number.

Upon establishment of the Trust, the Trustee shall apply for an employer identification number for the Trust pursuant to Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation §1.468B-2(k)(4).

16.3 Relation-Back Election.

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

16.4 Reporting Requirements.

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

16.5 Broad Powers of the Trustee.

16.5.1 The Trustee is empowered to take all such actions, including such actions as may be inconsistent with those expressly set forth above, as he deems necessary to reasonably

ensure that the Trust is treated as a "Designated" or "Qualified" settlement fund under §468B of the Tax Code, and the regulations promulgated pursuant thereto. Further, the Trustee may amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

ARTICLE XVII

BENEFICIARIES

17.1 Identification of Beneficiaries; Allocation of Interests

17.1.1 Trust Beneficiaries. The Beneficiaries are the parties identified in Section 6.4 of this Trust Agreement.

17.2 Names and Addresses. The Trustee shall keep a register (the "**Register**") in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries, and the awards made to the Beneficiaries pursuant to the Plan. The Trustee may rely upon this Register for the purposes of delivering Distributions or notices. In preparing and maintaining this Register, the Trustee may rely on the name and address of each holder of a Claim as set forth in a proof of claim filed by such Holder in the Cases, or (ii) proper notice of a name or address change has been delivered by such Beneficiary to the Trustee. The Trustee is subject to the orders of the Bankruptcy Court regarding confidentiality of the filed proofs of claim and the Register is confidential under the terms of such orders.

17.3 Rights of Beneficiaries

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

ARTICLE XVIII

FINAL REPORT AND DISCHARGE OF TRUSTEE

18.1.1 Final Report. Prior to termination of the Trust, the Trustee shall prepare a final report (the "**Final Report**"), which shall contain the following information: (i) all Trust Assets including assets originally charged under the Trustee's control; (ii) all funds transferred into and out of the Reserves; (iii) an accounting of all purchases, sales, gains, losses, and income and expenses in connection with the Trust Assets during the Trustee's term of service (including any predecessor Trustee); (iv) a statement setting forth the total Distributions to the Beneficiaries

(but not the Distributions to individual Beneficiaries); (v) the ending balance of all Trust Assets; (vi) a narrative describing actions taken by the Trustee in the performance of its duties which materially affect the Trust; and (vii) schedule(s) reflecting that:

(a) all adversary proceedings and contested matters have been finally adjudicated by the entry of a Final Order;

(b) all Trust Assets (including Claims and/or Defenses) have been either: (i) reduced to Cash; or (ii) abandoned by the Trustee, in accordance with the provisions of this Trust Agreement and the Plan; and

(d) all expenses of the Trust have been paid (or will be paid) and all payments and final Distributions to be made to Beneficiaries have been made (or will be made) by the Trustee in accordance with the provisions of this Trust Agreement and the Plan.

18.1.2 Approval of Final Report and Discharge of the Trustee.

The Trustee's Final Report, prepared pursuant to the Plan and this Trust Agreement, shall be filed with the Bankruptcy Court and served on the Post Effective Date Service Parties, along with a motion for approval of the Final Report and discharge of the Trustee. Upon the entry of the order of the Bankruptcy Court approving the Final Report, the Trustee shall be discharged from all liability to the Trust or any Person who or which has had or may then or thereafter have a claim against or the Trust for acts or omissions in the Trustee's capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan, unless the Bankruptcy Court orders otherwise for good cause.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Interpretation.

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

19.1.2 Notices.

(a) The Trustee shall maintain a list of Post Effective Date Service Parties. The list shall consist of all persons who submit a request in writing to the Trustee. Such requests shall include the requestor's street address and may include the requestor's fax number and email address.

(b) All notices or deliveries required or permitted hereunder shall be in writing and shall be deemed given on the first of the following dates: (i) when personally

delivered; (ii) when actually received by means of facsimile transmission or e-mail; (iii) when received by overnight express courier delivery; (iv) when delivered and receipted for by certified mail, postage prepaid, return receipt requested (or in the event of attempted delivery and refusal of acceptance, then on the date of the first attempted delivery).

19.1.3 Choice of Law.

(a) This Trust Agreement shall be administered, governed by, construed, and enforced according to the internal laws of the State of New York applicable to contracts and Trust Agreements made and to be performed therein, except that all matters of federal tax law and this Trust's compliance with §468B of the Tax Code and Treasury Regulations thereunder, shall be governed by federal income tax law, and all matters of federal bankruptcy law shall be governed by federal bankruptcy law.

19.1.4 Invalidity and Unenforceability.

(a) If any term or provision of this Trust Agreement shall be invalid or unenforceable, the remainder of this Trust Agreement shall not be affected thereby, and each remaining term and provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

19.2 Waiver.

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

19.3 Tax Identification Numbers.

(a) The Trustee may require any Beneficiary to furnish to the Trustee (a) its employer or taxpayer identification number as assigned by the IRS, and (b) such other records or documents necessary to satisfy the Trustee's tax reporting obligations (including, but not limited to, certificates of non-foreign status). The Trustee may condition the payment of any Distribution to any Beneficiary upon receipt of such identification number and requested documents.

19.4 Headings.

(a) The Section headings contained in this Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Trust Agreement or of any term or provision hereof.

19.5 Reimbursement of Costs.

(a) If the Trustee or the Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Trust Agreement or the enforcement thereof,

the Trustee or the Trust, as the case may be, shall be entitled to collect any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action. To the extent that the Trust has advanced such amounts, the Trust may recover such amounts from the non-prevailing party.

19.6 Entirety of Trust Agreement.

(a) This Trust Agreement supersedes any and all prior oral discussions and Trust Agreements with respect to the subject matter hereof. This Trust Agreement, together with the Exhibits hereto, the Plan, and the Confirmation Order, contain the sole and entire Trust Agreement and understanding with respect to the matters addressed therein.

19.7 Counterparts.

(a) This Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on such counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.8 Independent Legal and Tax Counsel.

ALL PARTIES TO THIS TRUST AGREEMENT HAVE BEEN REPRESENTED BY COUNSEL AND ADVISORS (COLLECTIVELY REFERRED TO AS "COUNSEL") OF THEIR OWN SELECTION IN THIS MATTER. CONSEQUENTLY, THE PARTIES AGREE THAT THE LANGUAGE IN ALL PARTS OF THIS TRUST AGREEMENT SHALL IN ALL CASES BE CONSTRUED AS A WHOLE ACCORDING TO ITS FAIR MEANING AND NEITHER STRICTLY FOR NOR AGAINST ANY PARTY. IT IS SPECIFICALLY ACKNOWLEDGED AND UNDERSTOOD THAT THIS TRUST AGREEMENT HAS NOT BEEN SUBMITTED TO, NOR REVIEWED OR APPROVED BY, THE INTERNAL REVENUE SERVICE OR THE TAXING AUTHORITIES OF ANY STATE OR TERRITORY OF THE UNITED STATES OF AMERICA.

19.8.1 Jurisdiction.

The United States Bankruptcy Court for the Southern District of New York retains exclusive original jurisdiction over all matters related to the Plan and this Trust Agreement, including jurisdiction over any litigation regarding Insurance Policies and Avoidance Actions described in Section 9.2.4 of the Plan, including the adversary proceeding entitled *The Official Committee of Unsecured Creditors of The Christian Brothers' Institute and The Christian Brothers of Ireland, Inc., v. All Hallows Institute*, Adv. No. 13-08229-rdd, filed in the Bankruptcy Court. Notwithstanding such exclusive original jurisdiction, the Trustee, upon notice to the Debtor and Notice Parties, may seek permission of the Bankruptcy Court for commencement of an action in the Supreme Courts of the State of New York or in any other state court of original jurisdiction for relief in any matter concerning the interpretation or resolution of any dispute related to the Trust, or for enforcement of any rights claimed by the

Trustee. If the Bankruptcy Court concludes, in the exercise of its discretion, that the Trustee would be aided in the administration of the Trust by referral of the matter to the Superior Court or other state court, the Bankruptcy Court may grant the Trustee permission to commence an action in the Supreme Court of the State of New York or any other state court of original jurisdiction.

IN WITNESS WHEREOF, the Trustee executes this Trust Agreement as of the date set forth in the opening paragraph.

Omni Management Acquisition Corp.

By: _____
Printed Name: Eric R. Schwarz
Title: Executive Vice President

EXHIBIT A

PLAN

EXHIBIT B

CONFIRMATION ORDER

EXHIBIT C

COMPENSATION FOR TRUSTEE

The Trustee shall charge for the time of its principals at the following hourly rates:

1. Eric R. Schwarz \$285.00

The Trustee shall charge for the time of its employees at their standard hourly rates; provided that no employee's rate is higher than the principals' rates. The hourly rates are subject to annual increases beginning in January 2014; however, the annual increases shall not exceed ten percent.

Exhibit 17.1.4 Form of Apology Letter

A Wholehearted Apology from the Congregation of Christian Brothers ...

Dear _____,

Words cannot capture the depth of our regret and sorrow for the abuse inflicted on children by unfit members of the Order who were entrusted with their care. We understand that in place of safety, security and parental-affection, many children were instead subjected to physical and/or sexual abuse at the hands of those we once called “Brother.”

We are truly sorry to all those who have been directly or indirectly caused to suffer as a result of the deplorable actions of these “Brothers” and we are gravely disappointed in the inappropriate actions taken by the Congregation as a whole in response to allegations advanced throughout the years. Children should have always been treated as our top priority and it is with heavy hearts that we express shame and revulsion for the abuse and ill-treatment suffered by those who, as children in our “Brothers” care, should have been protected. There is no excuse and no explaining away what happened to these children or the breakdown of the Congregation in addressing it properly and effectively at the time it occurred. As a Congregation, we lament our failures.

Profoundly sorry for the pain from which those impacted have, and continue to suffer, we want to assist in the healing process and encourage those in need of assistance to contact us at _____, a confidential help-line number.

Above all, we want you to know that we are dedicated, as we have been for many years now, to the prevention of abuse. We will continue to immediately report any suspected abuse to the authorities, to remove anyone accused of abuse from ministry, to properly investigate claims and, above all, to make the children in our association and care, top priority – as it always should have been.

Sincerely yours in Christ,
