

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

THE CHRISTIAN BROTHERS INSTITUTE, et al.,

Chapter 11

Debtors,

Case No. 11-22820 (RDD)

(Jointly Administered)

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**JOINDER OF INTERSTATE FIRE & CASUALTY COMPANY TO OBJECTION OF
PACIFIC INDEMNITY COMPANY TO CONFIRMATION OF FIRST AMENDED
JOINT CHAPTER 11 PLAN OF REORGANIZATION**

TO THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Interstate Fire & Casualty Company ("Interstate"), by its attorneys Rivkin Radler LLP hereby joins in the objection of Pacific Indemnity Company dated January 2, 2014 (the "Objection") to confirmation of the First Amended Joint Chapter 11 Plan of Reorganization (the "Plan") proposed by The Christian Brothers Institute and The Christian Brothers of Ireland Inc. (the "Debtors") and the Official Committee of Unsecured Creditors of the Debtors (the "Committee") and respectfully represents as follows:

1. On March 7, 2008, Interstate issued a Commercial Umbrella Liability Policy to The Christian Brothers Institute & The Christian Brothers of Ireland Inc. covering the policy period February 21, 1978 to February 21, 1979 (the "Interstate Policy"). By Endorsement dated March 7, 1978, the Policy term was amended to expire on January 8, 1979 concurrently with the underlying policy.

2. Interstate supports the legal and factual arguments set forth in the Objection to the extent that they apply to the Interstate Policy and joins in the Objection for the following reasons:

i. The Plan fails to contain adequate insurance neutrality language and therefore violates both bankruptcy and non-bankruptcy law by denying Interstate its contractual and legal rights;

ii. The Plan violates both bankruptcy and non-bankruptcy law by assigning the Debtors' obligations in the Interstate Policy to the Trust, as defined in the Plan; and

iii. The Plan requires that this Court adjudicate the validity of the proposed assignment of the Interstate Policy which not only seeks an impermissible advisory opinion but also submits an issue for adjudication with respect to which this Court lacks Constitutional authority to decide.

3. Nothing herein shall waive, release or compromise any right, remedy, claim, defense, demand or cause of action belonging to Interstate arising under the Interstate Policy. Interstate also reserves all objections to the form and substance of any proposed confirmation order which may be submitted by the Plan Proponents.

4. For the reasons set forth in the Objection, Interstate respectfully requests that this Court deny confirmation of the Plan, including any amendments, modifications, or alterations thereof and grant Interstate such other and further relief as is just and proper under the circumstances.

Dated: Uniondale, New York
January 2, 2014

RIVKIN RADLER LLP
Attorneys for Interstate Fire & Casualty Company

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