

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF GUAM  
BANKRUPTCY DIVISION**

---

In re:

Archbishop of Agaña, a corporation sole,  
  
Debtor.

Case No. 19-00010

Chapter 11

---

**FIFTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR THE  
ARCHBISHOP OF AGAÑA**

---

**ELSAESSER ANDERSON, CHTD.**

Ford Elsaesser, ISB #2205  
Bruce A. Anderson, ISB #3392  
ELSAESSER ANDERSON, CHTD.  
320 East Neider Avenue, Suite 102  
Coeur d'Alene, ID 83815  
Tel: (208) 667-2900  
Fax: (208) 667-2150  
[ford@eaidaho.com](mailto:ford@eaidaho.com)  
[brucea@eaidaho.com](mailto:brucea@eaidaho.com)

**LAW OFFICE OF JOHN C. TERLAJE**

John C. Terlaje  
LAW OFFICE OF JOHN C. TERLAJE  
Terlaje Professional Bldg., Suite 216  
194 Hernan Cortez Ave.  
Hagåtña, Guam 96910  
Telephone: (671) 477-8894/5  
[john@terlaje.net](mailto:john@terlaje.net)

**ATTORNEYS FOR THE ARCHBISHOP  
OF AGAÑA**

Dated: September 27, 2022

**STINSON, LLP**

Robert T. Kugler (#194116)  
Edwin H. Caldie (#388930)  
Andrew J. Glasnovich (#398366)  
50 South Sixth Street, Suite 2600  
Minneapolis, MN 55402  
[robert.kugler@stinson.com](mailto:robert.kugler@stinson.com)  
[ed.caldie@stinson.com](mailto:ed.caldie@stinson.com)  
[drew.glasnovich@stinson.com](mailto:drew.glasnovich@stinson.com)

Telephone: 612-335-1500

Facsimile: 612-335-1657

**ATTORNEYS FOR THE OFFICIAL  
COMMITTEE OF UNSECURED  
CREDITORS FOR THE ARCHBISHOP OF  
AGAÑA**

Dated: September 27, 2022

**TABLE OF CONTENTS**

INTRODUCTION .....1

ARTICLE I DEFINITIONS AND INTERPRETATION.....2

    1.1    DEFINED TERMS .....2

    1.2    INTERPRETATION.....18

    1.3    TIME PERIODS .....19

    1.4    EXHIBITS AND SCHEDULES.....19

ARTICLE II - TREATMENT OF UNCLASSIFIED CLAIMS.....19

    2.1    ADMINISTRATIVE CLAIMS .....19

    2.2    STATUTORY FEES .....21

    2.3    PRIORITY TAX CLAIMS.....21

ARTICLE III CLASSIFICATION OF CLAIMS .....22

    3.1    SUMMARY .....22

    3.2    CLASSIFICATION AND VOTING .....22

ARTICLE IV TREATMENT OF CLASSIFIED CLAIMS .....22

    4.1    PRIORITY CLAIMS (CLASS 1).....22

    4.2    GOVERNMENTAL UNIT CLAIMS (CLASS 2) .....23

    4.3    TORT CLAIMS OTHER THAN UNKNOWN TORT CLAIMS  
            (CLASS 3) .....23

    4.4    UNKNOWN TORT CLAIMS (CLASS 4).....26

    4.5    GENERAL UNSECURED CLAIMS (CLASS 5).....27

    4.6    BANK OF GUAM (CLASS 6).....28

    4.7    FIRST HAWAIIAN BANK (CLASS 7) .....30

    4.8    BANK OF HAWAII (CLASS 8).....31

    4.9    SMALL BUSINESS ADMINISTRATION (CLASS 9) .....31

    4.10   ABUSE RELATED CONTINGENT CLAIMS (CLASS 10) .....32

    4.11   ABUSE RELATED CONTINGENT CLAIMS- UNKNOWN (CLASS 11).....32

    4.12   OTHER ABUSE RELATED CLAIMS-(CLASS 12) .....32

ARTICLE V MEANS OF IMPLEMENTATION OF THE PLAN.....33

    5.1    TRUST FORMATION AND FUNDING .....33

    5.2    PAYMENT OF PROFESSIONAL FEES .....35

    5.3    PAYMENTS EFFECTIVE UPON TENDER .....35

ARTICLE VI TRUST.....35

    6.1    ESTABLISHMENT OF TRUST.....35

    6.2    PURPOSE, FORMATION, AND ASSETS .....36

    6.3    ALLOCATIONS WITHIN AND DISTRIBUTIONS AND PAYMENTS  
            FROM THE TRUST.....36

    6.4    TAX MATTERS.....37

    6.5    APPOINTMENT OF THE TRUSTEE.....37

    6.6    RIGHTS AND RESPONSIBILITIES OF TRUSTEE.....37

6.7	TRANSFERRED INSURANCE INTERESTS .....	38
6.8	SPECIAL DISTRIBUTION CONDITIONS .....	43
6.9	INVESTMENT POWERS; PERMITTED CASH EXPENDITURES .....	43
6.10	REGISTRY OF BENEFICIAL INTERESTS .....	43
6.11	NON-TRANSFERABILITY OF INTERESTS .....	43
6.12	TERMINATION .....	44
6.13	IMMUNITY; LIABILITY; INDEMNIFICATION .....	44
6.14	TREATMENT OF TORT CLAIMS .....	45
6.15	CONTROL OF TRUST REAL PROPERTY ASSETS .....	53
6.16	FREE AND CLEAR OF INTERESTS OF TRUST REAL PROPERTY ASSETS .....	55
ARTICLE VII SETTLING INSURERS .....		55
7.1	SETTLING INSURER SETTLEMENT AGREEMENT .....	55
7.2	FREE AND CLEAR OF INTERESTS OF SETTLING INSURER POLICIES .....	55
7.3	RESOLUTION OF CLAIMS INVOLVING SETTLING INSURERS .....	56
7.4	JUDGMENT REDUCTION .....	56
7.5	FURTHER ASSURANCES; NON-MATERIAL MODIFICATIONS .....	57
7.6	INDEMNIFICATION OBLIGATIONS .....	57
7.7	TIMING .....	58
7.8	WAIVER/CONSENT .....	58
7.9	DEBTOR WAIVER AND RELEASE OF CLAIMS .....	59
7.10	SUPPLEMENTAL SETTLING INSURER INJUNCTION .....	59
7.11	BECOMING A SETTLING INSURER PRIOR TO THE EFFECTIVE DATE .....	60
ARTICLE VIII NON-SETTLING INSURERS .....		61
8.1	PRESERVATION OF RIGHTS AND OBLIGATIONS .....	61
8.2	ESTIMATIONS/ASSESSMENTS ARE NOT BINDING .....	62
8.3	RIGHTS UNDER INSURANCE SETTLEMENT AGREEMENTS .....	63
8.4	THE PLAN IS NEUTRAL AS TO NON-SETTLING INSURER RIGHTS .....	63
8.5	THE ARCHDIOCESE'S OBLIGATIONS SURVIVE .....	63
8.6	TRUST POWERS WITH RESPECT TO TORT CLAIMS AND NON- SETTLING INSURERS .....	64
ARTICLE IX INSURANCE POLICIES .....		64
9.1	CONTINUATION OF INSURANCE POLICIES .....	64
ARTICLE X PROCEDURES FOR GENERAL CLAIMS ADMINISTRATION .....		65
10.1	RESERVATION OF RIGHTS TO OBJECT TO NON-TORT CLAIMS .....	65
10.2	OBJECTIONS TO NON-TORT CLAIMS .....	65
10.3	DETERMINATION OF CLAIMS .....	65
10.4	NO DISTRIBUTIONS PENDING ALLOWANCE .....	66
10.5	CLAIM ESTIMATION .....	66
ARTICLE XI DISTRIBUTIONS UNDER THE PLAN .....		66

11.1	PAYMENT DATE.....	66
11.2	UNDELIVERABLE DISTRIBUTIONS .....	66
11.3	SETOFFS .....	67
11.4	NO INTEREST ON CLAIMS .....	67
11.5	WITHHOLDING TAXES .....	67
ARTICLE XII EFFECTIVENESS OF THE PLAN .....		67
12.1	CONDITIONS TO OCCURRENCE OF EFFECTIVE DATE .....	67
12.2	NOTICE OF EFFECTIVE DATE .....	68
12.3	EFFECT OF NON-OCCURRENCE OF CONDITIONS.....	68
ARTICLE XIII EFFECTS OF CONFIRMATION .....		68
13.1	DISSOLUTION OF UCC.....	68
13.2	DISCHARGE AND INJUNCTION .....	69
13.3	CHANNELING INJUNCTION.....	69
13.4	EXCULPATION; LIMITATION OF LIABILITY .....	71
13.5	TIMING .....	72
13.6	NO BAR ON CERTAIN CLAIMS .....	72
13.7	NO BAR ON CLAIMS AGAINST OTHER DEBTORS IN BANKRUPTCY. ....	72
ARTICLE XIV INCORPORATION OF CHILD PROTECTION PROTOCOLS .....		73
14.1	CHILD PROTECTION PROTOCOLS .....	73
ARTICLE XV THE REORGANIZED DEBTOR.....		73
15.1	CONTINUED CORPORATE EXISTENCE.....	73
15.2	VESTING OF ASSETS.....	74
15.3	IDENTITY OF OFFICERS OF REORGANIZED DEBTOR.....	74
15.4	FURTHER AUTHORIZATION .....	74
ARTICLE XVI MISCELLANEOUS PROVISIONS.....		74
16.1	RETENTION OF JURISDICTION.....	74
16.2	ASSUMPTION OF EXECUTORY CONTRACTS.....	77
16.3	INDEMNIFICATION OF MEMBERS, MANAGERS, OFFICERS, AND EMPLOYEES .....	77
16.4	DEFENSE AND INDEMNITY FOR COVERED NON-TORT CLAIMS .....	77
16.5	RESERVATION OF RIGHTS .....	78
16.6	NON-APPEALABLE ORDER .....	78
16.7	AMENDMENTS AND MODIFICATIONS .....	78
16.8	U.S. TRUSTEE REPORTS .....	78
16.9	NO WAIVER.....	78
16.10	TAX EXEMPTION .....	78
16.11	NON-SEVERABILITY .....	79
16.12	REVOCATION.....	79
16.13	CONTROLLING DOCUMENTS .....	79
16.14	GOVERNING LAW.....	79
16.15	NOTICES.....	79

16.16	FILING OF ADDITIONAL DOCUMENTS.....	79
16.17	POWERS OF OFFICERS .....	80
16.18	DIRECTION TO A PARTY.....	80
16.19	SUCCESSORS AND ASSIGNS .....	80
16.20	CERTAIN ACTIONS.....	80
16.21	FINAL DECREE .....	80
16.22	PLAN AS SETTLEMENT COMMUNICATION .....	80
16.23	OTHER RIGHTS.....	80
ARTICLE XVII BANKRUPTCY RULE 9019 REQUEST.....		81
ARTICLE XVIII CONFIRMATION REQUEST .....		81

**EXHIBITS AND SCHEDULES**

Exhibit A:	Unknown Claims Representative's Report and Recommendations
Exhibit B:	Non-Settling Insurers
Exhibit C:	[RESERVED]
Exhibit D:	Trust Agreement and Trust Distribution Plan
Exhibit E:	Tort Claim Release
Exhibit F:	Unknown Tort Claim Release
Exhibit G:	Real Property Transferred to Trust
Exhibit H:	[RESERVED]
Exhibit I:	Known Archdiocese Entity Insurance Policies
Exhibit J:	Officers and Directors of Reorganized Debtor
Exhibit K:	Child Protection Protocols
Exhibit L:	BSA Insurance Policies
Exhibit M:	List of Catholic Entities
Exhibit N:	Settling Insurers
Exhibit O:	Partitioned Real Property
Exhibit P:	Maps of Retained Real Property
Exhibit Q:	Bank of Guam Replacement Properties
Exhibit R:	Form of Scholarship Voucher
Exhibit S:	Form of Cemetery Voucher
Exhibit T:	[RESERVED]

## INTRODUCTION

The Archbishop of Agaña, a corporation Sole and the Official Committee of Unsecured Creditors propose this Joint Chapter 11 Plan of Reorganization (the “Plan”) pursuant to the provisions of the Bankruptcy Code.

All creditors are encouraged to consult the disclosure statement for the Chapter 11 Plan of Reorganization (the “Disclosure Statement”) before voting to accept or reject this Plan. Among other information, the Disclosure Statement contains discussions of the Archdiocese of Agaña, events prior to and during this Chapter 11 case, and a summary and analysis of the Plan. No solicitation materials, other than the Disclosure Statement, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

**1.1 DEFINED TERMS.** For the purposes of the Plan, except as expressly provided, all capitalized terms not otherwise defined herein have the meanings ascribed to them below:

1. “Abuse” means (i) any actual or alleged act of sexual conduct, misconduct, abuse, or molestation, including actual or alleged “sexual abuse” as that phrase is defined in 19 Guam Code § 4101(k); (ii) indecent assault or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm; (iii) contacts or interactions of a sexual nature; (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, or intimidation; or (v) child sexual abuse as that term is used in 7 Guam Code § 11301.1.
2. “Abuse Claim” means a Tort Claim or an Unknown Tort Claim.
3. “Abuse Claimant” means the holder of a Tort Claim or an Unknown Tort Claim.
4. “Abuse-Related Contribution Claims” means all Claims, most commonly expressed in terms of contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, by an Insurer against any Settling Insurer for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of a Tort Claim against a Protected Party.
5. “Administrative Claim” means a Claim for costs and expenses of administration that is allowable and entitled to priority under Sections 503, 507(a)(2), or 507(b) of the Bankruptcy Code, including any post-petition tax Claims, any actual and necessary expenses of preserving the Estate, any actual and necessary expenses of operating the business of the Debtor, all Professional Claims, and any fees or charges assessed against the Estate under 28 U.S.C. § 1930.
6. “Affiliates” means all past, present, and future Persons that control, are controlled by, or are under control with, another Person, including parents, subsidiaries, merged Persons, holding Persons, and acquired Persons, or any predecessor to such Person.
7. “Agents” means all past and present employees, officers, directors, agents, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy, Persons bound by

monastic vows, volunteers, attorneys, claims handling administrators, and representatives of a Person, in their capacities as such.

8. “AIG Insurers” shall mean, collectively, National Union Fire Insurance Company of Pittsburgh, Pa., American Home Assurance Company, Lexington Insurance Company, Landmark Insurance Company, and Insurance Company of the State of Pennsylvania.
9. “AIG Insurers Entities” shall mean the AIG Insurers and their (i) Affiliates; (ii) each of the foregoing Person’s Agents or Representatives, in their capacities as such; and (iii) each of the foregoing Persons’ respective predecessors, successors, assignors, and assigns, officers, directors, stockholders, principals, parents, subsidiaries, attorneys, holding companies, merged companies, related companies, divisions, and acquired companies, claims administrators (including, without limitation, AIG Claims, Inc.) whether known or unknown, administrators, and all Persons acting on behalf of, by, through, or in concert with them, in their capacities as such.
10. “AIG Insurers Settlement Agreement” means the Settlement Agreement and Release dated as of September \_\_ 2022 by and between the Official Committee of Unsecured Creditors for the Archbishop of Agaña, the AIG Insurers Entities, the Debtor, and each of the AoA Entities.
11. “Allowed Professional Claim” means a Professional Claim for which the Bankruptcy Court has entered an Order, which has become a Non-Appealable Order allowing the relevant Fee Application.
12. “Archdiocese Entity Insurance Policies” mean the insurance policies that are listed on Exhibit I, provided, however, that if a contract, binder, certificate, or policy of insurance identified on Exhibit I was not issued or subscribed on behalf of or allegedly issued to or subscribed on behalf of the Debtor, but insures or covers both the Debtor and any other Person, such contract, binder, certificate or policy of insurance, as applicable, is a “Archdiocese Entity Insurance Policy” to the extent it insures or covers the Debtor and any AoA Entity, but not to the extent it insures or covers any other Person.
13. “AoA Entities” means, in their capacity as such:
  - (a) the Archdiocese;
  - (b) Archbishop Michael Byrnes;
  - (c) All Persons listed on Exhibit M;
  - (d) Each of the Affiliates of the Persons identified in the foregoing subsections (a)-(c);



- (e) Each of the successors and assigns of the Persons identified in the foregoing subsections (a)-(d); and,
- (f) Solely to the extent of and in their capacity as such, each of the Agents of the Persons identified in the foregoing subsections (a)-(e).
- (g) Notwithstanding anything in this definition, none of the following are an AoA Entity: (i) the Holy See, (ii) the Vatican, or (iii) the Supreme Pontiff.

Notwithstanding the foregoing, an individual who perpetrated, or is alleged to have perpetrated, an act of Abuse that forms the basis for a Tort Claim is not a AoA Entity with respect to that Tort Claim. No religious order, archdiocese or diocese, other than the Archdiocese, is an AoA Entity. The Boy Scouts of America, Aloha Council, and Chamorro District are not AoA Entities.

- 14. “AoA Entity Insurer Policy” means any known or unknown contract, binder, certificate, or policy of insurance, in effect on or before the Effective Date, and that actually, allegedly, or potentially, insures any AoA Entity, or any of their predecessors in interest, successors, or assigns, with respect to any Tort Claim, provided, however, that if a contract, binder, certificate, or policy of insurance was not issued or subscribed on behalf of or allegedly issued to or subscribed on behalf of an AoA Entity, but insures or covers both an AoA Entity and any other Person, such contract, binder, certificate or policy of insurance, as applicable, is an “AoA Entity Insurance Policy” to the extent it insures or covers the Debtor or any AoA Entity, but not to the extent it insures or covers any other Person.
- 15. “Approval Order” means an order of the Bankruptcy Court approving one or more Insurance Settlement Agreements.
- 16. “Archdiocese” and “Archdiocesan” refers to the Archbishop of Agaña, which is the corporation sole formed pursuant to Guam Code 18 § 10101 et seq. that is the public juridic person of the Roman Catholic Archdiocese of Agaña, as now constituted or as it may have been constituted, and the Estate (pursuant to Section 541 of the Bankruptcy Code).
- 17. “Assets” of the Archdiocese or the Estate means, collectively, any and all property of the Archdiocese or the Estate, respectively, of every kind and character, wherever located, whether real or personal, tangible or intangible, and specifically including cash (including the residual balance of any reserves established under the Plan, but not the Trust) and Causes of Action.
- 18. “Ballot” means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the disclosure statement provided to each holder of a Claim entitled to vote to accept or reject the Plan.

19. “Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as amended and codified in Title 11 of the United States Code.
20. “Bankruptcy Court” means the United States District Court for the District of Guam, Bankruptcy Division.
21. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as currently promulgated.
22. “BSA” means Boy Scouts of America.
23. “BSA Bankruptcy Case” means the cases filed by BSA and Delaware BSA, LLC under chapter 11 of the Bankruptcy Code, which are jointly administered under Case No. 20-10343 (LSS) (Bankr. D. Del.).
24. “BSA Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the BSA Bankruptcy Case.
25. “BSA Confirmation Opinion” means the *Opinion* dated July 29, 2022 issued by the BSA Bankruptcy Court in the BSA Bankruptcy Case, Docket No. 10136, regarding confirmation of the BSA Plan.
26. “BSA Confirmation Order” means the *Supplemental Findings of Fact and Conclusions of Law and Order Confirming the Third Modified Fifth Amended Chapter 11 Plan of Reorganization (With Technical Modifications) for Boy Scouts of America and Delaware BSA, LLC* dated September 8, 2022 issued by the BSA Bankruptcy Court in the BSA Bankruptcy Case, Docket No. 10316, confirming the BSA Plan.
27. “BSA Insurer” means a Person (including all of its Affiliates, successors, and assigns) that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in the Policies listed on Exhibit L.
28. “BSA Non-Settling Insurance Company” means a “Non-Settling Insurance Company” as such term is defined in the BSA Plan
29. “BSA Opt-Out Chartered Organization” means an “Opt-Out Chartered Organization” as such term is defined in the BSA Plan.
30. “BSA Plan” means the *Third Modified Fifth Amended Chapter 11 Plan of Reorganization (With Technical Modifications) for Boy Scouts of America and Delaware BSA, LLC* dated September 6, 2022, as confirmed by, and attached as Exhibit A to, the BSA Confirmation Order in the BSA Bankruptcy Case, Docket No. 10316-1.

31. “BSA Settling Insurance Company” means a “Settling Insurance Company” as such term is defined in the BSA Plan.
32. “Canon Law” means the Code of Canon Law of the Roman Catholic Church, as codified in 1983 and as may hereafter be amended, and all binding universal and particular laws of the Roman Catholic Church.
33. “Catholic Entities” means those listed on Exhibit M.
34. “Cause of Action” or “Causes of Action” means, except as provided otherwise in the Plan, the Confirmation Order, or any document, instrument, release, or other agreement entered into in connection with the Plan, all Claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, third-party Claims, counterclaims, and cross claims of the Archdiocese or its Estate, the Committees, or the Trust (as successor to the Archdiocese or its Estate), including an action that is or may be pending on the Effective Date or instituted by the Reorganized Debtor after the Effective Date against any Person based on law or equity (in each case, in respect of a Cause of Action that arose before the Effective Date), including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown, any action brought pursuant to Sections 522, 541–45, 547–51, and 553 of the Bankruptcy Code; provided, however, that any affirmative defense or cross-claim asserted with respect to a Claim shall not be deemed a Cause of Action to the extent that it seeks to disallow or reduce, or is offset against, such Claim.
35. “Chancery Real Property” means the Debtor’s right, title, and interest in the real property described as Lot 3200B-REM-NEW, Sinajana.
36. “Channeled Claims” means all (a) Tort Claims, Unknown Tort Claims Direct Action Claims, Indirect Claims, and Coverage Claims; (b) Abuse-Related Contribution Claims; (c) Medicare Claims; and (d) Extra-Contractual Claims relating to the Claims listed in subsections (a) – (c) of this sentence; provided, however, that the following are not Channeled Claims: (i) a Claim against an individual who committed the Abuse from which a Tort Claim arises; (ii) a Claim against any religious order, diocese or archdiocese (other than the Archdiocese); or (iii) the portion of a Mixed Claim against the Boy Scouts of America, Guam Council, Direct Service Council, Chamorro Council, Aloha Council (including the Chamorro District), or any Local Council.
37. “Channeling Injunction” means the injunction imposed pursuant to Section 13.3 of the Plan.

38. “Chartered Organizations” means each and every civic, faith based, educational or business organization, governmental entity or organization, other entity or organization, or group of individual citizens, in each case presently or formerly authorized by BSA to operate, sponsor, or otherwise support one or more scouting units
39. “Child Protection Protocols” means the document entitled “Child Protection Protocols” attached as Exhibit K.
40. “Claim” means any past, present or (to the extent it arises prior to the Effective Date) future Claim, demand, action, request, cause of action, suit, proceeding or liability of any kind or nature whatsoever, whether at law or equity, known or unknown, actual or alleged, asserted or not asserted, suspected or not suspected, anticipated or unanticipated, accrued or not accrued, 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 other Claim within the definition of “Claim” in Section 101(5) of the Bankruptcy Code.
41. “Claims Bar Date” means August 15, 2019.
42. “CMS” means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services, located at 7500 Security Boulevard, Baltimore, MD 21244-1850 and/or any Agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA for reimbursement of Medicare Claims.
43. “Coinsured Person” means any Person that is not a Protected Party but is or allegedly is insured under an Other Insurance Policy, including insurance policies issued to the BSA, Local Councils, and Chartered Organizations other than the Debtor and/or the AOA Entities.
44. “Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order.
45. “Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code which becomes a Non-Appealable Order, and which is acceptable to the AIG Insurers in all respects.
46. “Contribution Claims” means Abuse-Related Contribution Claims and Non-Abuse Related Contribution Claims. “Contribution Claims” do not include any Claims for contribution, indemnity, equitable indemnity,

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

47. “Coverage Claims” means all Claims against a Settling Insurer under or relating to the policies issued by such Settling Insurer that are the subject of any Insurance Settlement Agreement or the rights and obligations thereunder, or the breach thereof, including Claims seeking insurance coverage; provided, however, that if a contract, binder, certificate, or policy of insurance was not issued or subscribed on behalf of or allegedly issued to or subscribed on behalf of the Debtor insures or covers both the Debtor and any other Person, Claims seeking insurance coverage are only “Coverage Claims” to the extent it insures or covers the Debtor or an AoA Entity, but not to the extent it insures or covers any other Person.
48. “Covered Non-Tort Claim” means any Claim, other than Tort Claims, Unknown Tort Claims, Abuse-Related Contribution Claims, Indirect Claims, or Medicare Claims, for which the Archdiocese or a Catholic Entity or Other Insured Entity would otherwise have coverage under a Settling Insurer Policy but for the sale, transfer, or release by the Debtor, Catholic Entity, or Other Insured Entity of such Settling Insurer Policy in connection with an Insurance Settlement Agreement.
49. “Debtor” means the Archdiocese.
50. “Direct Action Claims” means the same as “Tort Claims”, except that they are asserted against any Settling Insurer, instead of any Protected Party or the Trust, for the recovery of insurance proceeds.
51. “Disputed” when used with respect to a Claim against the Archdiocese or property of the Archdiocese, means a Claim: (i) designated as disputed, contingent, or unliquidated in the Debtor’s Schedules; (ii) which is the subject of an objection, appeal, or motion to estimate that has been or will be timely filed by a party in interest and which objection, appeal, or motion has not been determined by a Non-Appealable Order; or (iii) which during the period prior to the deadline fixed by the Plan or the Bankruptcy Court for objecting to such Claim, is in excess of the amount scheduled as other than disputed, unliquidated, or contingent. The processes for handling “Disputed Claims” do not apply to Class 3 Claims or Class 4 Claims. The process for Class 3 Claims and Class 4 Claims will be addressed in the Trust Agreement. In the event that any part of a Claim is Disputed, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under the Plan unless the Debtor or the Reorganized Debtor, as applicable, and the holder thereof agree otherwise. To the extent the term “Disputed” is used in the Plan with respect to a specified class of Claims or an unclassified category of Claims (i.e., “Disputed [class

designation/unclassified Claim category] Claim”), the resulting phrase shall mean a Disputed Claim of the specified class or unclassified category of Claims.

52. “Distribution Plan Claimants” are Tort Claimants (i) whose Tort Claims do not implicate coverage from any Non-Settling Insurer; (ii) who the Tort Claims Reviewer determines is entitled to receive a distribution pursuant to the Trust Distribution Plan; and (iii) who have released all their Tort Claims against the Settling Insurers and the Protected Parties as set forth in Exhibit E or Exhibit F, as applicable.
53. “Distribution Plan Claims” are Tort Claims asserted by Distribution Plan Claimants.
54. “District Court” means the United States District Court for the District of Guam.
55. “Effective Date” means the date upon which the conditions in Article XII of the Plan have been satisfied.
56. “Estate” means the estate created in this Chapter 11 case pursuant to Section 541 of the Bankruptcy Code.
57. “Exculpated Parties” means collectively, (i) the Archdiocese, the Estate, and the UCC; (ii) the respective officers, directors, employees, members, attorneys, financial advisors, members of subcommittees of the board of directors, volunteers, and members of consultative bodies and councils formed under Canon Law of the persons identified in the preceding clause including with respect to their service or participation in an outside board on which they serve at the request of the Archdiocese or the Archbishop, in their capacity as such; (iii) the Settling Insurers (including each of the AIG Insurers Entities) with respect to their Settling Insurer Policies; and (iv) professionals of a Person identified in the preceding clause (i) through (iii).
58. “Extra-Contractual Claims” means any Claim against the Settling Insurers seeking any type of relief in connection with any alleged obligations of the Settling Insurers to the Protected Parties before the Effective Date (including compensatory, exemplary, or punitive damages, or attorneys’ fees, interest, costs or any other type of relief) alleging any of the following: bad faith; failure to provide insurance coverage under any Settling Insurer Policy; failure or refusal to compromise and settle any Claim insured under any Settling Insurer Policy; failure to act in good faith; violation of any covenant or duty of good faith and fair dealing; violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; violation of any unfair claims practices act or similar statute, regulation or code; any type of misconduct or any other act or omission of any type for which the Claimant seeks relief other than coverage or benefits under an

insurance policy. The term “Extra-Contractual Claims” includes all Claims belonging to the Protected Parties relating to the Settling Insurers’ (i) handling of any request for insurance coverage for any Claim under the Settling Insurer Policies; (ii) conduct relating to the negotiation of the Insurance Settlement Agreements; and (iii) conduct relating to the settlement of any coverage Claim concerning the Settling Insurer Policies; provided, however, that if a contract, binder, certificate, or policy of insurance was not issued or subscribed on behalf of or allegedly issued to or subscribed on behalf of the Debtor insures or covers both the Debtor and any other Person, Claims are only “Extra-Contractual Claims” to the extent it insures or covers the Debtor or an AoA Entity, but not to the extent it insures or covers any other Person.

59. “Fee Application” means an application filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules for payment of a Professional Claim.
60. “FHP/TakeCare Real Property” means the Debtor’s right, title, and interest in the real property described as Lot 1-NEW-Block 2, Tract 259, Tamuning.
61. “Final Decree” means the decree contemplated under Bankruptcy Rule 3022.
62. “Indirect Claim” means a Claim against a Protected Party or a Settling Insurer, asserted by any other Person that is not an Insurer for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, on account of, or with respect to, any Protected Party’s actual or alleged liability, for any Claim relating to Abuse that is not a Tort Claim. Class 10 Claims, Class 11 Claims and Class 12 Claims are Indirect Claims.
63. “Insurance Litigation” means any actual or potential litigation as to any recoveries from any Non-Settling Insurer or any rights under any Non-Settling Insurer Policies.
64. “Insurance Settlement Agreements” means the settlement agreements among the Archdiocese and the other Protected Parties and the Settling Insurers which shall include the AIG Settlement Agreement.
65. “Insurer” means a Person (including all of its Affiliates, successors, and assigns) that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in, an AoA Entity Insurer Policy.
66. “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. For the avoidance of doubt, Interest includes the right of any Person to enforce,

under any theory of contract, future interest, or other theory arising in law or equity, regarding a restriction on the use or transfer of any property, real or personal, through a deed, lease, or other conveyance.

67. “Lien” means any mortgage, lien, pledge, security interest or other charge or encumbrance or security device of any kind in, upon, or affecting any Asset of the Debtor as contemplated by Section 101(37) of the Bankruptcy Code.
68. “Litigation Claimants” are Tort Claimants who have Tort Claims that are covered, or allegedly covered, under any Non-Settling Insurer Policy.
69. “Litigation Claims” are Tort Claims or Direct Action Claims asserted by Litigation Claimants.
70. “Local Councils” means, collectively, each and every current or former local council of the BSA, including each and every current local council of the BSA; “supporting organizations” within the meaning of 26 U.S.C. § 509 with respect to any Local Council; BSA scouting units (including troops, dens, packs, posts, clubs, crews, ships, tribes, labs, lodges, councils, districts, areas, regions, and territories) associated with any Local Council; and all entities that hold, own, or operate any camp or other property that is operated in the name of or for the benefit of any of the foregoing. For the avoidance of doubt, the Guam Council, the Chamorro Council, and the Aloha Council (including the Chamorro District) are Local Councils.
71. “MAO” means Medicare Advantage Organizations under parts C & D of the MMSEA.
72. “Medicare Claims” means any and all Claims by CMS against the Trust, any Settling Insurer, or any Protected Party, under MMSEA and under MSP, that relate to any payments in respect of any Tort Claims, including Claims for reimbursement of payments made to Tort Claimants who recover or receive any distribution from the Trust and Claims by CMS relating to reporting obligations.
73. “Medicare Trust Fund” means a U.S. Treasury-held trust fund account from which Medicare is funded or from which Medicare disbursements are paid, including the Hospital Insurance Trust Fund and the Supplementary Medical Insurance (SMI) Trust Fund.
74. “Mixed Claim” means any claim or series of claims held by a claimant that includes both (i) a Tort Claim or Unknown Tort Claim against the Debtor and/or any AoA Entity and (ii) any claim against BSA, any Local Council and/or any of their successors in interest alleging or involving Abuse, including any claim that has been or could have been asserted in connection with the chapter 11 cases of the BSA and Delaware BSA, LLC, as debtors and debtors-in-possession, in the BSA Bankruptcy.



75. “MMSEA” means § 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L.110-173), which imposes reporting obligations on those Persons with payment obligations under the MSPA.
76. “MSPA” means 42 U.S.C. § 1395y et seq., or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto.
77. “Non-Abuse Related Contribution Claims” means all Claims, most commonly expressed in terms of contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, by an Insurer against any Settling Insurer, for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of any Claim against a Protected Party, which is not a Tort Claim.
78. “Non-Appealable Order” or “Final Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and is final 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 and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which, if such an appeal, writ of certiorari, review, reargument, or rehearing has been timely sought, then no order, judgment, or other decree is a Non-Appealable Order until (a) such appeal, certiorari, review, reargument, or rehearing has been denied or dismissed and the time to take any further appeal or petition for certiorari, review, reargument, or rehearing has expired; or (b) such order has been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard, or that granted certiorari, and the time to take any further appeal or petition for certiorari, review, reargument, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Non-Appealable Order.”
79. “Non-Settling Insurer Policy(ies)” means any known or unknown contracts, binders, certificates, or policies of insurance that any Non-Settling Insurer issued, subscribed in any interest in, or has underwritten any risk in, in effect on or before the Effective Date, and that were issued to, allegedly issued to, or for the benefit of, or that otherwise actually, allegedly, or potentially insure, the Archdiocese or any Catholic Entity, or any of their predecessors in interest, successors, or assigns, and that actually, allegedly or could potentially afford coverage with respect to any Tort Claim.

80. “Non-Settling Insurer(s)” means any Insurer that is not a Settling Insurer by the Effective Date. The “Non-Settling Insurers” include, but are not limited to, those Persons listed on Exhibit B.
81. “Other Insured Entity(ies)” means a Person that is not a AoA Entity, but was insured under a Settling Insurer Policy; provided however, that a Person is an “Other Insured Entity” only to the extent it is insured under a Settling Insurer Policy that was issued or allegedly issued to the Archdiocese.
82. “Other Insurance Policy(ies)” means any insurance policy(ies) that was issued by a Settling Insurer to any Person who is not a Protected Party, but that covers or allegedly covers the Debtor or any AoA Entity for any Tort Claim, Direct Action Claim or Indirect Claim.
83. “Person” means any individual or entity, including any corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, estate, trust, trustee, personal executor or personal representative, unincorporated association, or other entity, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof and any other individual or entity within the definition of (i) “person” in Section 101(41) of the Bankruptcy Code; or (ii) “entity” in Section 101(15) of the Bankruptcy Code.
84. “Petition Date” means January 16, 2019, the date on which the Archdiocese commenced the Chapter 11 case.
85. “Plan” means this joint Chapter 11 plan of reorganization, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.
86. “Plan Proponents” means the Debtor and the UCC.
87. “Priority Tax Claim” means a Claim of a governmental unit of the kind specified in Section 507(a)(8) of the Bankruptcy Code.
88. “Pro Rata” means, with respect to any distribution on account of any allowed Claim in any class, the ratio of the amount of such allowed Claim to the sum of (i) all allowed Claims in such class and (ii) the aggregate maximum of all Claims in such class that are not yet allowed Claims.
89. “Professional” means any professional employed or to be compensated pursuant to §§ 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code.

90. “Professional Claim” means a Claim for compensation for services and/or reimbursement of expenses pursuant to §§ 327, 328, 330, 331, or 503(b) of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Chapter 11 case.
91. “Proof of Claim” means a proof of Claim filed in the Chapter 11 case pursuant to § 501 of the Bankruptcy Code and/or pursuant to any order of the Bankruptcy Court, together with supporting documents.
92. “Protected Parties” means any of
- (a) the AoA Entities;
  - (b) each of the foregoing Persons’ respective successors and assigns;
  - (c) solely to the extent of and in their capacity as such, each of the foregoing Persons’ respective Agents, shareholders, and clergy and other Persons bound by monastic vows, in their capacity as such, of the Persons identified in the foregoing subsections (a)-(b); provided, however, nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the Archdiocese, or subject to its control.

An individual who perpetrated an act of abuse that forms the basis of a Tort Claim or an Unknown Tort Claim is not a Protected Party. No religious order, archdiocese, or diocese, other than the Archdiocese, is a Protected Party. The Boy Scouts of America, Aloha Council, and Chamorro District are not Protected Parties.

93. “Redacted Information” means names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the Tort Claimants, and the names of the guardians, conservators, and/or other personal representatives, as applicable.
94. “Released Claims” means Coverage Claims and Extra-Contractual Claims.
95. “Reorganization Assets” means, collectively, all Assets of the Debtor and the Estate. For the avoidance of doubt, the Reorganization Assets do not include the Trust Assets.
96. “Reorganized Debtor” means the Archdiocese, on and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to the “Archdiocese” and the “Reorganized Debtor” throughout various provisions of the Plan are an effort to anticipate whether an event may occur before or after the Effective Date. In this regard, and generally for purposes of the Plan, any written agreement signed after the Petition Date made by the Archdiocese as part of the Plan before the Effective Date

(unless otherwise provided) will survive the Confirmation Date and the Effective Date and will bind the Reorganized Debtor and every other party to such agreement (including, but not limited to, the provisions of the Plan if confirmed).

97. “SBA/PPP” means Small Business Administration Paycheck Protection Program.
98. “Settling Insurer Policies” means, collectively, all insurance policies that are the subject of the Insurance Settlement Agreements with the Settling Insurers, provided, however, that if a contract, binder, certificate, or policy of insurance was not issued or subscribed on behalf of or allegedly issued to or subscribed on behalf of the Debtor insures or covers both the Debtor and any other Person, such contract, binder, certificate or policy of insurance, as applicable, is a “Settling Insurer Policy” to the extent it insures or covers the Debtor or an AoA Entity, but not to the extent it insures or covers any other Person.
99. “Settling Insurers” means, (i) the AIG Insurers Entities, and (ii) solely in connection with insurance under any Settling Insurer Policies, the Persons listed on Exhibit N whose Insurance Settlement Agreements are approved by the Approval Orders and such orders become Non-Appealable Orders Solely in connection with insurance under any Settling Insurer Policies, Settling Insurers also includes each of their past, present, and future parents, subsidiaries, affiliates, divisions, reinsurers, and retrocessionaires, including Persons released pursuant to the Insurance Settlement Agreements; each of the foregoing Persons’ respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, including the Persons released pursuant to the respective Insurance Settlement Agreements; each of the foregoing Persons’ respective past, present, and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and Claims handling administrators; and each of the foregoing Persons’ respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them, except to the extent, if any, such Person’s actual or alleged rights, duties, obligations, or liabilities arise out of or relate to their status as, or conduct, acts or omissions on behalf of, a Non-Settling Insurer. Any Non-Settling Insurer who enters into a final and binding Insurance Settlement Agreement with the Trust after the Effective Date is also a Settling Insurer, except to the extent, if any, such Person’s actual or alleged rights, duties, obligations, or liabilities arise out of or relate to their status as, or conduct, acts, or omissions on behalf of, a Non-Settling Insurer.
100. “Supplemental Plan Documents” means, collectively, the documents included (or to be included) in the supplemental appendix to the Plan and

filed with the Bankruptcy Court at least fourteen (14) calendar days prior to the confirmation hearing.

101. “Supplemental Settling Insurer Injunction” means the injunction imposed pursuant to Section 7.10 of the Plan.
102. “Tort Claims” means all Claims relating to, in whole or in part, directly or indirectly, Abuse committed by any Person before the Effective Date for which a Protected Party is allegedly responsible, including any such Claim asserted against any Protected Party in connection with this Chapter 11 case and includes the Quintanilla, Concepcion, Sondia and Denton claims from CV0552-16 Superior Court of Guam, filed as Claim Nos. 269, 270, 271 and 272. The term “Tort Claims” does not include Contribution Claims, Medicare Claims, Unknown Tort Claims, or Claims against Persons who are not Protected Parties.
103. “Tort Claimant” means the holder of a Tort Claim.
104. “Tort Claims Reviewer” means the Person, including the designee of such Person, who will assess Class 3 and Class 4 Claims under the Trust Distribution Plan.
105. “Transferred Insurance Interests” means the following rights and interests of the Protected Parties, if any, in Non-Settling Insurer Policies in respect of actual or potential coverage for any Class 3 Claim or Class 4 Claim: (1) the proceeds of such Non-Settling Insurer Policies and all claims for such proceeds; and (2) all claims and causes of action that currently exist or may arise in the future against Non-Settling Insurers based on their conduct concerning insurance coverage for, or defense or settlement of, any Class 3 Claim or Class 4 Claim, including but not limited to all claims and causes of action for breach of the Non-Settling Insurer Policies, vexatious refusal, bad faith, wrongful failure to settle, and for any other similar claim or cause of action, including any and all such claims or causes of action providing for penalties, extra-contractual damages, punitive damages, and attorneys’ fees and costs. The “Transferred Insurance Interests” are limited to the extent of any right or interest of the Protected Parties and, nothing in the Plan, Confirmation Order, or any other Plan Documents constitutes a determination of the Protected Parties’ rights, if any, to coverage, proceeds from, or interests in, any Non-Settling Insurer Policies.
106. “Trust” means the trust created for the benefit of certain Tort Claimants in accordance with the Plan and Confirmation Order and the Trust Agreement.
107. “Trust Agreement” or “Trust Documents” shall mean the trust agreement establishing the Trust, as it may be amended, together with such additional documents as may be executed in connection with the Trust Agreement.

108. “Trust Assets” means the cash, Transferred Insurance Interests, and other assets and rights to be transferred to the Trust under Article V of the Plan.
109. “Trust Claim Information” means (A) all information submitted by the claimant to the Trust, (B) the status of the holder’s claim, (C) the amount and date of payment of any claim and, (D) in the case of a Mixed Claim, the relative responsibility between BSA and the Local Councils on the one hand and the Debtor and the AoA Entities on the other hand
110. “Trust Distribution Plan” means the Trust Distribution Plan established under the Trust Agreement.
111. “Trustee” means the Person appointed as Trustee of the Trust in accordance with the terms of the Plan, the Confirmation Order, and the Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order, and the Trust Agreement.
112. “UCC” or “Committee” means the Official Committee of Unsecured Creditors appointed in this Chapter 11 case, as such committee may be constituted from time to time.
113. “Unimpaired” means, with respect to a class of Claims, that such class is not impaired.
114. “Unknown Claims Representative” means Judge Michael R. Hogan in accordance with the Bankruptcy Court’s order dated May 28, 2021, and any successor or such other person appointed by the Bankruptcy Court or otherwise.
115. “Unknown Tort Claim” means a Tort Claim relating to Abuse that occurred on or before the Effective Date for which no proof of Claim is filed or deemed filed on or before the Claims Bar Date and one of the following condition applies (a) the Claimant is under eighteen years of age on the Claims Bar Date; or (b) the Claimant neither discovered nor reasonably should have discovered before the Claims Bar Date that his or her injury was caused by Abuse on account of one of the following: (i) Claimant’s insanity or other mental illness; or (ii) the Claimant was a member of the United States Armed Services deployed in active duty on the Claims Bar Date. For the avoidance of doubt, an Unknown Tort Claim does not include any claim filed after the Claims Bar Date which does not satisfy either (a) or (b) of the proceeding sentence.
116. “Unknown Tort Claimant” means the holder of an Unknown Tort Claim, the estate of a deceased individual who held an Unknown Tort Claim, or the personal executor or personal representative of the estate of a deceased individual who held an Unknown Tort Claim, as the case may be.

117. “Unknown Tort Claim Reserve Fund” means the reserve established by the Reorganized Debtor for the benefit of Unknown Tort Claimants in the maximum aggregate amount of \$1,500,000.00.
118. “Unsecured Claims” means Claims which are not secured by any property of the Debtor’s Estate and which are not part of any other class defined in this Plan.
119. “U.S. Trustee” means the Office of the United States Trustee for Region 15, which includes the District of Guam.

**1.2 INTERPRETATION.** For purposes of the Plan:

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

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

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

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

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

(f) 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;

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

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

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

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

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

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

**1.4 EXHIBITS AND SCHEDULES.**

(a) All Exhibits and Schedules to the Plan (including any Supplemental Plan Documents) (with the Plan, the “Plan Documents”) are hereby incorporated by reference and made part of the Plan as if set forth fully herein.

(b) The Exhibits to the Plan include the following:

- Exhibit A: Unknown Claims Representative's Report and Recommendations
- Exhibit B: Non-Settling Insurers
- Exhibit C: [Reserved]
- Exhibit D: Trust Agreement and Trust Distribution Plan
- Exhibit E: Tort Claim Release
- Exhibit F: Unknown Tort Claim Release
- Exhibit G: Real Property Transferred to Trust
- Exhibit H: [Reserved]
- Exhibit I: Known Archdiocese Entity Insurance Policies
- Exhibit J: Officers and Directors of Reorganized Debtor
- Exhibit K: Child Protection Protocols
- Exhibit L: BSA Insurance Policies
- Exhibit M: List of Catholic Entities
- Exhibit N: Settling Insurers
- Exhibit O: Partitioned Real Property
- Exhibit P: Maps of Retained Real Property
- Exhibit Q: Bank of Guam Replacement Properties
- Exhibit R: Form of Scholarship Voucher
- Exhibit S: Form of Cemetery Voucher
- Exhibit T: [RESERVED]

**ARTICLE II - TREATMENT OF UNCLASSIFIED CLAIMS**

**2.1 ADMINISTRATIVE CLAIMS.** As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims including Professional Claims and Priority Tax Claims shall not be classified for the purposes of voting or receiving distributions under the Plan. Rather,



all such Claims shall be treated separately as unclassified Claims on the terms set forth in this Article.

**(a) Treatment.** Each holder of an allowed Administrative Claim, excluding SBA/PPP claims and Professional Claims, against the Archdiocese shall receive, in full satisfaction, settlement, release, and extinguishment of such Claim, an amount from the Reorganized Debtor equal to the allowed amount of such Administrative Claim, unless the holder agrees in writing to other treatment of such Claim. Each holder of an Allowed Professional Claim shall receive, in full satisfaction, settlement, release, and extinguishment of such Claim, an amount from the Reorganized Debtor equal to the allowed amount of such Professional Claim, unless the holder agrees in writing to other treatment of such Claim and subject to the provisions of Section 5.1 of this Plan.

For avoidance of doubt, the SBA/PPP claim of the Chancery will be repaid by its terms. The Parish and School PPP loans roughly total \$1,995,088.29. The SBA has forgiven loans in the amount of \$905,708.37, leaving loans unforgiven in the amount of \$1,084,379.42 relating to eight Parishes and Schools, and two banks; Bank of Guam for seven loans, in the amount of \$1,081,791.92, and Coast360 for one loan in the amount of \$7,588.00. It is Debtor's intent to term out the unforgiven loans at 1% fixed interest over a five-year term beginning from the Effective Date. The Chancery PPP loans will continue to be paid as scheduled. Debtor will make no claims for forgiveness of any loans not forgiven. The SBA retains the right to audit and process forgiven loans pursuant to federal rules and regulations.

**(b) Administrative Filing Deadline.**

1. Except as otherwise set forth in this Plan, requests for allowance and payment of Administrative Claims, excluding Professional Claims, must be filed and served no later than thirty (30) days after a notice of the Effective Date is filed with the Bankruptcy Court (the "Administrative Claims Filing Deadline"). Administrative Claims holders, excluding Professional Claims, that do not file a request for payment by the Administrative Claims Filing Deadline shall be forever barred from asserting such Claims against the Archdiocese, the Reorganized Debtor, any Settling Insurer (to the extent applicable), the Trust, or any of their property. Administrative Claims representing obligations incurred by the Archdiocese after the Effective Date (including, without limitation, Claims for professionals' fees and expenses) will not be subject to application to the Bankruptcy Court and may be paid by the Reorganized Debtor in the ordinary course of business and without Bankruptcy Court approval. In addition, holders of Administrative Claims representing trade debt incurred after the Petition Date in the ordinary course of Debtor's operations are not required to file requests for allowance of an Administrative Claim and will be paid by the Debtor in the ordinary course.

2. All objections to the allowance of Administrative Claims (excluding Professional Claims) must be served and filed by any parties-in-interest no later than fourteen (14) calendar days after the Administrative Claim Filing Deadline (the “Administrative Claim Objection Deadline”). If no objection to the applicable Administrative Claim is filed on or before the Administrative Claim Objection Deadline, such Administrative Claim will be deemed allowed. For the avoidance of doubt, the Administrative Claim Objection Deadline established by this subparagraph shall control over any contrary deadline set forth in any requests for payment of Administrative Claims.

**(c) Professional Claim Filing Deadline.** All Professionals or other Persons holding a Professional Claim 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 an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than thirty (30) calendar days after a notice of the Effective Date is filed (the “Professional Claim Filing Deadline”).

**2.2 STATUTORY FEES.** All fees due and payable pursuant to 28 U.S.C. § 1930 and not paid prior to the Effective Date shall be paid by the Reorganized Debtor as soon as practicable after the Effective Date. After the Effective Date, the Trust shall pay quarterly fees to the U.S. Trustee until the Chapter 11 case is closed, but in no event shall the payments made to the Trust made pursuant to Article IV, V, or VI by any Person other than the Debtor be considered “disbursements” under 28 U.S.C. § 1930, nor shall any payment made by the Trust to any Person be considered a disbursement under 28 U.S.C. § 1930. The Reorganized Debtor shall file post-Effective Date quarterly reports (if any) 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 Debtor and its Estate. The Reorganized Debtor shall remain responsible for any pre-Effective Date reporting and pre-Effective Date unpaid fees.

Any cause of action, right to reimbursement for overpayment, or similar interest of the Debtor in amounts paid pursuant to 28 U.S.C. § 1930 shall be transferred to the Trust and the Trust shall be deemed the successor in interest to the Debtor with regard to such causes of action, rights, and interests. The Trust and the Reorganized Debtor shall each be entitled to 50% of the overpayment recovered pursuant to this section

This Section 2.2 of the Plan is severable and should any portion of this Section 2.2 be stricken, modified, or altered by the Court or the Plan Proponents, the potential for such change has been disclosed to all parties in interest and shall not be deemed to adversely affect any party in interest for the purposes of 11 U.S.C. § 1127 and/or Fed. R. Bankr. P. 3019.

**2.3 PRIORITY TAX CLAIMS.** With respect to each allowed Priority Tax Claim not paid prior to the Effective Date, the Reorganized Debtor shall (i) pay such Claim in cash as soon as practicable after the Effective Date from its ongoing operations, or (ii) provide such other treatment agreed to by the holder of such allowed Priority Tax Claim and the Archdiocese or

Reorganized Debtor, as applicable, in writing, provided such treatment is no less favorable to the Archdiocese than the treatment set forth in clause (i) of this sentence.

**ARTICLE III**  
**CLASSIFICATION OF CLAIMS**

**3.1 SUMMARY.** The categories of Claims listed below classify Claims (except for Administrative Claims and Priority Tax Claims) for all purposes, including voting, confirmation of the Plan, and distribution pursuant to the Plan.

<b>CLASS</b>	<b>DESCRIPTION</b>	<b>IMPAIRMENT</b>	<b>VOTING</b>
1	Priority Claim	Unimpaired	No
2	Governmental Unit Claims	Unimpaired	No
3	Tort Claims Other Than Unknown Tort Claims	Impaired	Yes
4	Unknown Tort Claims	Impaired	Yes
5	General Unsecured Claims	Unimpaired	No
6	Secured Claims of Bank of Guam	Impaired	Yes
7	Secured Claims of First Hawaiian Bank	Impaired	Yes
8	Secured Claims of the Bank of Hawaii	Unimpaired	No
9	Small Business Administration	Unimpaired	No
10	Abuse Related Contingent Claims	Impaired	Deemed to Reject
11	Abuse Related Contingent Claims - Unknown	Impaired	Deemed to Reject
12	Other Abuse Related Claims	Unimpaired	No

**3.2 CLASSIFICATION AND VOTING.**

The Claims against the Debtor shall be classified as specified above (other than Administrative Claims and Priority Tax Claims, which shall be unclassified and treated in accordance with Article II). Consistent with Section 1122 of the Bankruptcy Code, a Claim is classified by the Plan in a particular class only to the extent the Claim is within the description of the class, and a Claim is classified in a different class to the extent it is within the description of that different class.

**ARTICLE IV**  
**TREATMENT OF CLASSIFIED CLAIMS**

**4.1 PRIORITY CLAIMS (CLASS 1).**

(a) **Definition.** A Class 1 Claim means an allowed Claim described in, and entitled to priority under Sections 507(a) and 503(b)(9) of the Bankruptcy Code other than an Administrative Claim or a Priority Tax Claim.

**(b) Treatment.** Unless the holder of an allowed Class 1 Claim and the Archdiocese or the Reorganized Debtor (as applicable) agree to a different treatment, the Reorganized Debtor shall pay each such allowed Class 1 Claim in full, in cash, without interest, from ongoing operations on the later of the Effective Date (or as soon thereafter as is practicable) and the date a Class 1 Claim becomes an allowed Claim (or as soon thereafter as is practicable).

#### **4.2 GOVERNMENTAL UNIT CLAIMS (CLASS 2).**

**(a) Definition.** A “Class 2 Claim” means an allowed Claim of Governmental Units not otherwise included in Article II or Section 4.1 above.

**(b) Treatment.** Unless the holder of an allowed Class 2 Claim and the Archdiocese or the Reorganized Debtor (as applicable) agree to a different treatment, the Reorganized Debtor shall pay each such allowed Class 2 Claim in full, in cash, without interest, from ongoing operations on the later of the Effective Date (or as soon thereafter as is practicable) and the date a Class 2 Claim becomes an allowed Claim (or as soon thereafter as is practicable).

#### **4.3 TORT CLAIMS OTHER THAN UNKNOWN TORT CLAIMS (CLASS 3).**

**(a) Definition.** A Class 3 Claim means a Tort Claim other than an Unknown Tort Claim (“Class 3 Claim”). A “Class 3 Claimant” shall mean a holder of a Class 3 Claim.

**(b) Treatment.** Responsibility for preserving and managing Trust Assets and distributing Trust Assets to Class 3 Claimants shall be assigned to, assumed, and treated by the Trust as further provided in Article VI, the Trust Agreement, and the Trust Distribution Plan. Class 3 Claims shall be paid in accordance with the provisions of the Trust and Trust Distribution Plan. Class 3 Claimants shall provide sufficient information to allow the Tort Claims Reviewer to make an evaluation of the Class 3 Claim pursuant to the factors in the Trust Distribution Plan.

**Summary.** The Plan creates a Trust to fund payments to Class 3 Claimants entitled to such payments under the Plan, Trust Agreement, and Trust Distribution Plan. The Trust shall be funded as provided in Articles IV, V, and VI, including by contributions from the Archdiocese, the Settling Insurers, and others and the assignment of the Transferred Insurance Interests. The Trust shall make distributions to the Class 3 Claimants, as provided by this Plan, the Trust Agreement, and the Trust Distribution Plan, which shall represent the sole recovery available to Class 3 Claimants in respect to any obligation owed by Settling Insurers. Distribution from the Trust, however, does not preclude or affect claims or recoveries by Class 3 Claimants against the Non-Settling Insurers.

No Class 3 Claimant shall receive any payment on any award unless and until such Class 3 Claimant has executed the Release attached as Exhibit E to this Plan. Each Class 3 Claimant must execute a release of all claims against the Settling Insurers and must release all claims against the Archdiocese, the

Reorganized Debtor, and any other Protected Party that do not implicate insurance coverage under Non-Settling Insurer Policies. To preserve coverage under Non-Settling Insurer Policies, Class 3 Claimants specifically reserve, and do not release, any and all claims that they may have against the Archdiocese, the Reorganized Debtor, or any other Protected Party that implicate coverage under Non-Settling Insurer Policies, but recourse is limited to the proceeds of Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages, and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort Claim, and any such judgments or awards will be handled in accordance with Sections 6.14(i) and (j). Nothing in the foregoing affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, or Class 3 Claimant to act in a manner inconsistent with applicable law or affirmatively authorizes such person to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order. The Class 3 Claims will not be released or enjoined under this Plan as against the Archdiocese, the Reorganized Debtor, or any other Protected Party for any Abuse that may be covered under Non-Settling Insurer Policies until such claims are settled with the Archdiocese, the Reorganized Debtor, any other Protected Party and such Non-Settling Insurer or are fully adjudicated, resolved, and subject to Final Order, but recourse is limited as described above.

Any release of Class 3 Claims, in whole or in part, will be pursuant to the principles set forth in 7 G.C.A. § 24605. The Claimants will expressly reserve their rights against other Persons, including joint tortfeasors, who will remain severally liable on any Claims for Abuse. Nothing in the foregoing affirmatively creates a new right or modifies the existing rights, if any, held by any Claimant under otherwise existing under applicable law. Further, nothing in the foregoing authorizes any party to act in a manner inconsistent with applicable law or affirmatively authorizes such person to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order. Any Person that is or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of a Class 3 Claim shall not be liable for any Protected Party's share of causal liability or fault. In no event may a Class 3 Claimant collect on that portion of any judgment or obtain any reallocation of any judgment based on the causal fault or share of liability of any Protected Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of a Class 3 Claim shall be provided by the Trustee with a copy of the executed Release upon reasonable request and provision of an appropriate, executed confidentiality agreement and shall not be liable for any Protected Parties' share of liability or fault. The Trust shall be obligated to provide copies of the Class 3 Claimants' releases and certifications to any of the Protected Parties or Settling

Insurers upon request provided that such Protected Parties or Settling Insurers have signed a confidentiality agreement encompassing such information.

The Trust shall fund the defense of the Archdiocese, the Reorganized Debtor, and any other Protected Party as against any Litigation Claims brought by Class 3 Claimants, but only to the extent that the Archdiocese, the Reorganized Debtor, or any other Protected Party, as applicable, is not defended or otherwise reimbursed for its defense expenses on an advance basis by any Non-Settling Insurer. For the avoidance of doubt in no event shall a Settling Insurer be required to defend against such Claims or reimburse the defense costs against such Claims. The Trust shall indemnify the Archdiocese, the Reorganized Debtor, or any other Protected Party, as applicable, with respect to any judgments or settlements of any Litigation Claims brought by Class 3 Claimants, but only to the extent that such judgments or settlements are not funded by any Non-Settling Insurer. The Trust shall pursue recoveries against any Non-Settling Insurers in respect of the Transferred Insurance Interests. Nothing in the foregoing affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, or Class 3 Claimant to act in a manner inconsistent with applicable law or affirmatively authorizes such persons to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order.

The Non-Settling Insurers remain fully liable for their obligations related in any way to the Class 3 Claims, except to the extent such Non-Settling Insurer is not liable as provided in operative provisions, if any, of the BSA Plan, the BSA Confirmation Opinion or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder, and their obligations are not reduced by the fact that the Archdiocese is in bankruptcy or by the amount of distributions Class 3 Claimants receive, or are entitled to receive, based on the Trust Distribution Plan. For the avoidance of doubt, determinations by the Tort Claims Reviewer and/or any distributions entitled to be received from the Trust shall not constitute a determination of any Protected Party's liability or damages for Class 3 Claims. The Trust may continue efforts to obtain recoveries from Non-Settling Insurers related to the Class 3 Claims, but nothing in the foregoing affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, or Class 3 Claimant to act in a manner inconsistent with applicable law or affirmatively authorizes such persons to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Confirmation Opinion or the BSA Plan, BSA Confirmation Order. Any such recoveries by the Trust from Non-Settling Insurers will likewise become Trust Assets to be distributed pursuant to the Trust Distribution Plan. To bar any argument by the Non-Settling Insurers that any provision of this Plan, including the assignment and transfer of the Transferred Insurance Interests to the Trust, results in a forfeiture of coverage, this Plan preserves the Non-Settling Insurers' rights to the extent required under their respective Non-Settling Insurer Policies and applicable law.

(c) **Stipulated Judgments.** Certain Class 3 Claimants may enter into agreements with the Archdiocese, the Reorganized Debtor, or any other Protected Party for settlement of a Tort Claim consistent with and to the extent authorized by law. If a Class 3 Claimant enters into such an agreement with the Archdiocese, the Reorganized Debtor, or any other Protected Party, the Trust will pursue any judgment against the Non-Settling Insurer on behalf of the Class 3 Claimant, but nothing in this Plan affirmatively authorizes a Claimant to violate applicable law or affirmatively authorizes the Trustee to violate or prohibits the Trustee from violating any applicable provision of the BSA Plan, the BSA Confirmation Opinion, or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder. Any recoveries by the Trust from Non-Settling Insurers will become Trust Assets to be distributed pursuant to the Trust Distribution Plan.

#### 4.4 UNKNOWN TORT CLAIMS (CLASS 4).

(a) **Definition.** A Class 4 Claim means an Unknown Tort Claim (“Class 4 Claim”). A “Class 4 Claimant” shall mean a holder of a Class 4 Claim.

(b) **Treatment.** The Trust will assume liability for Unknown Tort Claims, including any liability of any Settling Insurer, and establish the Unknown Tort Claim Reserve Fund in the amount estimated at \$1,500,000.00. Notwithstanding the foregoing, the Reorganized Debtor shall be responsible for funding the Unknown Tort Claim Reserve Fund as follows: Funding shall be made over a five-year period, with a \$200,000.00 deposit made upon the Effective Date, with the requirement that the fund drop to no less than \$200,000.00 for five years with a maximum paid in of \$1,500,000.00, or the amount determined by the Unknown Claims Representative. The Unknown Claimants shall initially be paid lesser of 50% of the amounts determined by the Tort Claimant Reviewer, or \$50,000.00. The Trust will make distributions to the Class 4 Claimants, as provided in Trust Distribution Plan, up to the amount of the Unknown Tort Claim Reserve Fund, which fund will represent the sole recovery available to Class 4 Claimants in respect to any obligation owed by the Settling Insurers. Distribution made pursuant to the Trust Distribution Plan, however, does not preclude claims or recoveries by Class 4 Claimants against the Non-Settling Insurers. Class 4 Claimants shall provide sufficient information to allow the Tort Claims Reviewer to make an evaluation of the Class 4 Claim pursuant to the factors in the Trust Distribution Plan.

No Class 4 Claimant shall receive any payment on any award unless and until such Class 4 Claimant has executed the Release attached as Exhibit F to this Plan. Each Class 4 Claimant must execute a release of all claims against the Settling Insurers and must release all claims against the Archdiocese, the Reorganized Debtor, and any other Protected Party that do not implicate insurance coverage under Non-Settling Insurer Policies. To preserve coverage under Non-Settling Insurer Policies, Class 4 Claimants specifically reserve, and do not release, any and all claims that they may have against the Archdiocese, Reorganized Debtor, or any other Protected Party that implicate coverage under Non-Settling Insurer Policies, but recourse is limited to the proceeds of Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning

insurance coverage for, or defense or settlement of, any Tort Claim, and any such judgments or awards will be handled in accordance with Article 6.14(i) and (j). The Class 4 Claims will not be released or enjoined as against the Archdiocese, the Reorganized Debtor, or any other Protected Party for any Abuse that may be covered under Non-Settling Insurer Policies until such claims are settled with the Archdiocese, the Reorganized Debtor, or any other Protected Party (as applicable), and such Non-Settling Insurer or are fully adjudicated, resolved and subject to Final Order, but recourse is limited as described above.

The Trust shall fund the defense of the Archdiocese, the Reorganized Debtor, and any other Protected Party as against any Litigation Claims brought by Class 4 Claimants, but only to the extent that the Archdiocese, the Reorganized Debtor, or any other Protected Party, as applicable, is not defended or otherwise reimbursed for its defense expenses on an advance basis by any Non-Settling Insurer. The Trust shall indemnify the Archdiocese, the Reorganized Debtor, or any other Protected Party, as applicable, with respect to any judgments or settlements of any Litigation Claims brought by Class 4 Claimants, but only to the extent that such judgments or settlements are not funded by any Non-Settling Insurer. The Trust shall pursue recoveries against any Non-Settling Insurers in respect of the Transferred Insurance Interests. Nothing in the foregoing affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, or Class 3 Claimant to act in a manner inconsistent with applicable law or affirmatively authorizes such persons to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order.

The Non-Settling Insurers remain fully liable, except to the extent such Non-Settling Insurer is not liable as provided in applicable and operative provisions, if any, of the BSA Plan, the BSA Confirmation Opinion or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder for their obligations related in any way to the Class 4 Claims. Any release of Class 4 Claims, in whole or in part, will be pursuant to the principles set forth in 7 G.C.A. § 24605. The Class 4 Claimants will expressly reserve their rights against other Persons, including joint tortfeasors, who will remain severally liable on any Claims for Abuse, but nothing in the foregoing affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, or Class 3 Claimant to act in a manner inconsistent with applicable law or affirmatively authorizes such persons to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order. Nothing in this Article requires any Unknown Tort Claimant to release any Claims against any joint tortfeasor who is not a Protected Party or a Settling Insurer and such Claims are reserved. But in no event may a Class 4 Claimant collect on that portion of any judgment or obtain reallocation of any judgment based on the causal fault or share of liability of any Protected Party.

#### **4.5 GENERAL UNSECURED CLAIMS (CLASS 5).**

**(a) Definition.** A Class 5 Claim means (1) any Claim arising out of the rejection of any executory contract, or (2) any Unsecured Claim that is not included in another class under the Plan and is not listed as disputed, contingent or unliquidated on the Debtor's



schedules filed in connection with this Chapter 11 case (“Debtor’s Schedules”) or as to which the holder of such Claim timely filed a Claim.

**(b) Treatment.** Each holder of a Class 5 Claim shall receive, directly from the Reorganized Debtor, payment in full of such allowed Class 5 Claim, without interest, on the Effective Date.

#### **4.6 BANK OF GUAM (CLASS 6).**

**(a) Class 6 Definition.** A Class 6 Claim means the Claim of Bank of Guam, which is comprised of the Class 6A, 6B Claims, and 6C Claims.

**(b) Class 6A Definition.** A Class 6A Claim means the secured portion of the claim of the Bank of Guam in the approximate amount of \$5,238,040.27 minus payments made since the Petition Date, secured against the Debtor's deposit accounts with the Bank of Guam.

**(c) Class 6A Treatment.** The Reorganized Debtor shall assume the 6A Claim and all pre-petition date loan documents shall remain in full force and effect, except as modified as follows:

i. The deposit accounts securing the Class 6A Claim shall vest in the Reorganized Debtor, but shall no longer secure the Class 6A Claim and the Bank of Guam shall waive any right of set off on those deposit accounts.

ii. The Bank of Guam shall receive replacement mortgages on the real property listed on **Exhibit Q** in an amount equal to the Class 6A Claim and the Class 6B Claim.

iii. After the Effective Date, the Class 6A Claim will be amortized using a thirty (30) year amortization schedule at 3% fixed interest with a 20-year maturity. The Reorganized Debtor shall make regular monthly payments pursuant to the amortization schedule, with the remaining balance of the Class 6A Claim due and owing on the 20th anniversary of the Effective Date.

iv. The Catholic Social Services loans, which are currently guaranteed by Debtor, shall continue to be paid, pursuant to the terms and conditions of the loan documents. The Catholic Social Services loans are fully secured via first mortgages on their respective, non-Debtor owned real properties. Bank of Guam will terminate the Debtor’s guarantees on the Effective Date.

v. The Bank of Guam has agreed to forbear on collecting any payments from the Archdiocese of Agaña, the Parishes and Schools for a period of six months after the Effective Date of the Plan. For avoidance of a doubt, the loans to Catholic Social Services, Inc., shall be paid as scheduled without forbearance. Upon application, and after showing reasonable cause and necessity, by the Archdiocese, Parishes and Schools on or before the end of the six-month period, the Bank of Guam, at its own discretion, may grant an additional six-month forbearance.

vi. The cash collateral lien held by the Bank of Guam via its right of setoff on Bank of Guam accounts in the amount of \$4,700,000, or as determined by the Bank of Guam and the Debtor, net of payments made since the case was filed, shall be released in exchange for liens in favor of the Bank of Guam via mortgages on the real property set forth in Exhibit Q. The Archdiocese, Parishes and Schools also agree to grant a security interest in Bank of Guam bank account balances that accrue from and after the closing date. The 3% interest rate may be adjusted every five (5) years to the Bank's reference rate. All terms and conditions of the loan documents remain in full force and effect, except as modified by this Second Amended Plan.

**(d) Class 6B Definition.** A Class 6B Claim means the unsecured portion of the claim of the Bank of Guam in the approximate amount of \$7,087,092.88.

**(e) Class 6B Treatment.** The Reorganized Debtor shall assume the Class 6B Claim and all pre-petition date loan documents shall remain in full force and effect, except as modified as follows:

i. The deposit accounts, if any, securing the Class 6B Claim shall vest in the Reorganized Debtor, but shall no longer secure the Class 6B Claim and the Bank of Guam shall waive any right of set off on those deposit accounts.

ii. The Bank of Guam shall receive replacement mortgages on the real property listed on **Exhibit Q** in an amount equal to the Class 6A Claim and the Class 6B Claim.

iii. After the Effective Date, the Class 6A Claim will be amortized using a thirty (30) year amortization schedule at 3% fixed interest with a 20-year maturity. The Reorganized Debtor shall make regular monthly payments pursuant to the amortization schedule, with the remaining balance of the Class 6A Claim due and owing on the 20th anniversary of the Effective Date.

iv. The Catholic Social Services loans, which are currently guaranteed by Debtor, shall continue to be paid, pursuant to the terms and conditions of the loan documents. The Catholic Social Services loans are fully secured via first mortgages on their respective real properties. Bank of Guam will terminate the Debtor's guarantees on the Effective Date.

v. The Bank of Guam has agreed to forbear on collecting any payments from the Archdiocese of Agaña, the Parishes and Schools for a period of six months after the Effective Date of the Plan. For avoidance of a doubt, the loans to Catholic Social Services, Inc., shall be paid as scheduled without forbearance. Upon application, and after showing reasonable cause and necessity, by the Archdiocese, Parishes and Schools on or before the end of the six-month period, the Bank of Guam, at its own discretion, may grant an additional six-month forbearance.

vi. The cash collateral lien held by the Bank of Guam via its right of setoff on Bank of Guam accounts in the amount of \$4,700,000, or as determined by

the Bank of Guam and the Debtor, net of payments made since the case was filed, shall be released in exchange for liens in favor of the Bank of Guam via mortgages on the real property set forth in Exhibit Q. The Archdiocese, Parishes and Schools also agree to grant a security interest in Bank of Guam bank account balances that accrue from and after the closing date. The 3% interest rate may be adjusted every five (5) years to the Bank's reference rate. All terms and conditions of the loan documents remain in full force and effect, except as modified by this Second Amended Plan.

(f) **Class 6C Definition.** A Class 6C Claim means the guaranty obligations of the Debtor related to the Catholic Social Service loans with the Bank of Guam.

(g) **Class 6C Treatment.** Bank of Guam will terminate Debtor's guarantees as of the Effective Date.

#### 4.7 FIRST HAWAIIAN BANK (CLASS 7).

(a) **Class 7 Definition.** A Class 7 Claim means the secured claims of the First Hawaiian Bank, which are comprised of the Class 7A, Class 7B, and Class 7C.

(b) **Class 7A Definition.** A Class 7A Claim means the Secured Claims of the First Hawaiian Bank in the approximate amount of \$4,385,946.41, minus payments made since the Petition Date, secured under that certain negative pledge agreement recorded on ten parcels of real property and under that certain security agreement.

(c) **Class 7A Treatment.** The Class 7A Claim shall retain any payments received during the Chapter 11 case. On the Effective Date Debtor shall commence efforts to sell the FHP/TakeCare Real Property. Once the FHP/TakeCare Real Property has been sold, First Hawaiian Bank will receive payment of \$2,000,000.00 if full and final satisfaction of its Class 7A Claim, and the balance of the sales proceeds after payment of \$200,000.00 to fund the Unknown Claims, of the FHP/TakeCare real property shall be paid to the Trust.

(d) **Class 7B Definition.** A Class 7B Claim means the Secured Claim of First Hawaiian Bank in the approximate amount of \$1,843.40, less payments made since the case was filed, is secured by a 2014 Hyundai Elantra Limited.

(e) **Class 7B Treatment.** The Class 7B claim has been paid in full from the Debtor's cash on hand on the Effective Date. Class 7B claim shall retain any payments received during the Chapter 11 case, but shall receive no additional payments as part of the Plan.

(f) **Class 7C Definition.** A Class 7C Claim means any purported guaranty liability of the Debtor related to the obligations of the Catholic Cemeteries of Guam, Inc. to First Hawaiian Bank.

(g) **Class 7C Treatment.** The Reorganized Debtor shall not assume any liability or obligations related to the Class 7C Claim.

**4.8 BANK OF HAWAII (CLASS 8).**

(a) **Class 8 Definition.** A Class 8 Claim means the secured claim of the Bank of Hawaii in the approximate amount of \$222,260.98, minus any payments made since the Petition Date, which Claim is secured against the Debtor's deposit accounts with the Bank of Hawaii.

(b) **Class 8 Treatment.** The Class 8 Claim has been paid in full during the pendency of the Chapter 11 case. The Class 8 Claim shall retain any payments received during the Chapter 11 case but shall receive no additional payments as part of the Plan.

**4.9 SMALL BUSINESS ADMINISTRATION (CLASS 9).**

(b) **Class 9 Definition.** A Class 9 Claim means the Secured Claims of the Small Business Administration for disaster relief loans in the amount of \$1,041,740.98 secured by mortgages on the following real property:

Debtor Prefix	Description of Property	Legal
CHP2	Nuestra Senora de la Paz Y Buen Viaje Catholic Church	Lot 3245-3-1, Chalan Pago
CHP1	Nuestra Senora de la Paz Y Buen Viaje Catholic Church	Lot 3245-3NEW-R3, Chalan Pago
SIN12	Saint Jude Thaddeus Catholic Church	Lot 1, Block 17, Tract 232, Sinajana
MAN1 & MAN8	Santa Teresita Catholic Church	Lot 2285-2-3, Mangilao
BAR22	San Vicente School	Lot 2364-1-7-NEW, Barrigada
BAR30	San Vicente School	Lot 2365-1-1, Barrigada
BAR28	San Vicente School	Lot 5437 (Old Bullcart Trail between Lot 2364-1-7 and 2365-1-1), Barrigada
BAR25	San Vicente School	Lot 2265-Rem-8-1, Barrigada
BAR24	San Vicente School	Lot 2265-Rem-8-2, Barrigada

(c) **Class 9 Treatment.** The Reorganized Debtor shall assume the Class 9 Claim and all pre-petition date loan documents shall remain in full force and effect and the mortgages securing the Class 9 Claim shall remain and encumber the interest of the Reorganized Debtor to the same extent, validity, and priority as prior to the Petition Date.

#### **4.10 ABUSE RELATED CONTINGENT CLAIMS (CLASS 10).**

(a) **Class 10 Definition.** Class 10 consists of “**Abuse Related Contingent Claims**”. These are Claims by an Entity against the Debtor for contribution, indemnity, or reimbursement arising out of as a result of such Entity’s liability for paying or defending against any Tort Claim, including a joint tortfeasor or the like, and includes contingent claims for contribution and indemnification against the Archdiocese by the Boy Scouts of America, School Sisters of Notre Dame, Region of Guam and School Sisters of Notre Dame Central Pacific Province, Inc., and the Parishes and Schools under the Archbishop of Agaña, unless any such Claim(s) become(s) a Class 12 Claim(s).

(b) **Class 10 Treatment.** In accordance with Section 502(e)(1) of the Bankruptcy Code, each Abuse Related Contingent Claim held by any Entity against the Debtor shall be disallowed and will receive no Distribution; notwithstanding any other provision of the Second Amended Plan, any Class 10 Claimant that is or could have been alleged to be a joint tortfeasor with any of the Protected Parties in any action brought by a Tort Claimant shall not be liable for any Protected Party’s share of causal liability, fault, or damages, by reallocation or otherwise.

#### **4.11 ABUSE RELATED CONTINGENT CLAIMS- UNKNOWN (CLASS 11).**

(a) **Class 11 Definition.** Class 11 consists of “**Abuse Related Contingent Claims-Unknown.**” These are Claims are for any Claim for contribution, indemnity, or reimbursement arising out of or relating to the Archdiocese’s liability to pay or defend any Class 4 Claim, which are Unknown Tort Claims.

(b) **Class 11 Treatment.** In accordance with Section 502 (e)(1) of the Bankruptcy Code, each Abuse Related Contingent Claim held by any Entity against the Debtor that relates to an Unknown Tort Claim shall be disallowed and will receive no Distribution; notwithstanding any other provision of the Second Amended Plan, any Class 11 Claimant that is or could have been alleged to be a joint tortfeasor with any of the Protected Parties in any action brought by a Tort Claimant shall not be liable for any Protected Party’s share of causal liability, fault, or damages, by reallocation or otherwise.

#### **4.12 OTHER ABUSE RELATED CLAIMS-(CLASS 12).**

(a) **Class 12 Definition.** Class 12 consists of allowed, non-contingent Claims for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, by any Person or Entity against a Protected Party, which claim relates to or arises from Abuse. For the avoidance of doubt any such claim for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery that was disallowed as of the Effective Date is not a Class 12 Claim unless and until such Claim is

allowed, after notice and a hearing, pursuant and subject to applicable provisions of the Bankruptcy Code and/or Bankruptcy Rules, including but not limited to Bankruptcy Code Section 502(j).

**(b) Class 12 Treatment.** The Trust shall pay any allowed Class 12 Claim in full and shall make a dollar-for-dollar reduction to the award(s) of the Class 3 or Class 4 Claimant(s) for which the Class 12 Claim relates.

**ARTICLE V**  
**MEANS OF IMPLEMENTATION OF THE PLAN**

**5.1 TRUST FORMATION AND FUNDING**

**(a) Purpose, Formation, and Assets.** The Trust shall be established for the purpose of receiving, liquidating, and distributing Trust Assets in accordance with this Plan and the Trust Distribution Plan. The proposed Trust Agreement and Trust Distribution Plan are attached hereto as Exhibit D.

**(b) Funding.**

1. **Summary.** This Plan will be funded from the sources and in the manner set forth in this Section.

2. **Contributions.** Cash and other assets will be paid or transferred, as applicable, to the Trust Account as provided in the Plan and as described herein:

(i) **Debtor Real Estate.** The Debtor will transfer the parcels of real property with an estimated value of \$18,358,034 listed on **Exhibit G** to the Trust, free and clear of all claims, liens, and encumbrances pursuant to 11 U.S.C. § 1123(a)(5)(d);

(ii) **Debtor Cash Contribution.** The Debtor will transfer \$6,609,998.29 to the Trust.

(iii) **Settling Insurer Contributions.** The Settling Insurers will transfer to the Trust the respective Settlement Amounts set forth in Section 7.11(a) as follows:

1. \$18,000,000.00, subject to the terms and conditions of the AIG Insurers Settlement Agreement as approved by a Final Order.

(iv) **Unknown Claims.** The Reorganized Debtor will establish the Unknown Tort Claim Reserve Fund in the minimum initial amount of \$200,000.00.

(v) **Tuition Vouchers.** The Reorganized Debtor will provide the Trust with 150 vouchers for a K-12 Catholic education, which voucher shall cover 100% of the cost of tuition each year for a total of not more than thirteen years at any Catholic school in Guam. The form of “Scholarship Vouchers”, including the terms and conditions of use, are set forth in Exhibit R.

(vi) **Cemetery Vouchers.** The Reorganized Debtor will provide the Trust with 50 vouchers, which voucher shall cover 100% of a cemetery plot easement at a Catholic cemetery in Guam. The form of “Cemetery Voucher”, including the terms and conditions of use, are set forth at Exhibit S.

(vii) **Proceeds of Real Property Sales.** Prior to the Effective Date, the Debtor will market and sell FHP/TakeCare Real Property and Chancery Real Property. The proceeds of the sale will be used as follows (i) to fund the treatment of the Class 7 Claim, (ii) up to \$250,000.00 to fund Administrative Claims, (iii) up to \$500,000.00 to renovate and outfit the Cathedral for use as the Reorganized Debtor’s headquarters and Chancery office and moving expenses (iv) \$200,000.00 for the Unknown Claimants funding, and (v) after the payment of the amounts in (i)-(iv) the remaining proceeds will be distributed to the Trust. The sale of the Chancery Real Property shall include six months delayed possession to accommodate the move. The UCC shall have the right to approve the Debtor’s real estate agent and the terms and conditions of the sale of the two properties.

3. **Additional Trust Insurance Assets:** In addition to the funds and real property transferred to the Trust, the Transferred Insurance Interests of the Archdiocese are automatically and without further act or deed assigned and transferred to the Trust on the Effective Date. In addition, the Interests of the other Protected Parties in the Transferred Insurance Interests are automatically and without further act or deed assigned and transferred to the Trust on the Effective Date. The foregoing assignment and transfer shall not be construed as an assignment and transfer of the Non-Settling Insurer Policies.

4. **Additional Trust Property Assets:** In addition to the properties transferred to the Trust as listed on Exhibit G, any interest, cause of action, claim, title, or other right of the Archdiocese related to any real property not listed on the Debtor’s schedules as of the Confirmation Date will be assigned and transferred to the Trust on the Effective Date. The Debtor does not warrant or represent that any such interest exists. The Trustee shall have full standing, authority, and right to initiate any action necessary to obtain title or any other interest in real property that is owned, held, or possessed by the Debtor on the Confirmation Date, whether or not such right or

interest is vested or unvested, contingent, liquidated, or otherwise, if such right, title, and/or interest was not listed on the Debtor's schedules as of the Confirmation Date. The transfer under this subsection of an interest, cause of action, claim, title, or other right shall not be a definitive determination of the existence, validity, or extent of any interest, cause of action, claim, title, or other right of the Archdiocese.

5. **Vesting.** On the Effective Date, all Trust Assets shall vest in the Trust, and the Archdiocese and other Protected Parties shall be deemed for all purposes to have transferred all of their respective Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor, any other Protected Party, and Settling Insurers, as applicable, shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of control of Trust Assets in accordance with this paragraph, the Archdiocese, the other Protected Parties and the Settling Insurers shall have no further interest in or with respect to the Trust Assets except as otherwise explicitly provided in this Plan.

**5.2 PAYMENT OF PROFESSIONAL FEES.** The Reorganized Debtor shall pay all unpaid Allowed Professional Claims accruing through the Effective Date, (i) within seven (7) days after the later of the Effective Date or the Bankruptcy Court's order on such Claims, or (ii) upon such terms as may exist pursuant to Order of the Bankruptcy Court or an agreement between such holder of an Allowed Professional Claim and the Debtor.

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

## **ARTICLE VI** **TRUST**

**6.1 ESTABLISHMENT OF TRUST.** On or before the Confirmation Date, the Trust shall be established in accordance with the Trust Documents. The Trust is intended to qualify as a "Designated" or "Qualified Settlement Fund" pursuant to Section 467B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The Debtor is the "transferor" within the meaning of Treasury Regulation Section 1.467B-1(d)(1). The Trustee shall be classified as the "administrator" within the meaning of Treasury Regulation Section 1.467B-2(k)(3). The Trust Documents, including the Trust Agreement, are incorporated herein by reference.



**6.2 PURPOSE, FORMATION, AND ASSETS.** The Trust shall be established for the purposes described in this paragraph. The Trust shall receive the transfer and assignment of assets as provided in Articles IV and V, including the Debtor Cash Contribution, the Debtor Real Estate, and the Transferred Insurance Interests, of which the Trust is, and shall be deemed to be, the sole assignee. The Trust shall make distributions to the Class 3 claimants, as provided by this Plan, the Trust Agreement, and the Trust Distribution Plan. The Trust shall pursue recoveries against any Non-Settling Insurers in respect of the Transferred Insurance Interests, but nothing in this Plan affirmatively authorizes the Trustee to violate applicable law or affirmatively authorizes or prohibits the Trustee from violating any relevant and operative provision of the BSA Plan, the BSA Confirmation Opinion, or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder. The Trust shall fund the defense of the Archdiocese, the Reorganized Debtor, and any other Protected Party as against any Litigation Claims brought by Class 3 claimants, but only to the extent that the Archdiocese, the Reorganized Debtor, or any other Protected Party are not defended or otherwise reimbursed for their defense expenses by any Non-Settling Insurer. The Trust shall indemnify the Archdiocese, the Reorganized Debtor, and any other Protected Party, as applicable, with respect to any judgments or settlements of any Litigation Claims brought by Class 3 claimants, but only to the extent that such judgments or settlements are not funded by any Non-Settling Insurer. The Trust shall fund the costs and expenses in executing these functions, all such functions to be executed in accordance with this Plan, the Trust Agreement, and the Trust Distribution Plan, with the aim of preserving, managing, and maximizing Trust Assets to pay Class 3 claimants and with no objective to continue or engage in the conduct of a trade or business. The proposed Trust Agreement and Trust Distribution Plan are attached to this Plan as **Exhibit D**.

**6.3 ALLOCATIONS WITHIN AND DISTRIBUTIONS AND PAYMENTS FROM THE TRUST.**

- (a) **General Corpus.** The following distributions and payments will be made from the general corpus of the trust:
1. **Distributions.** Distributions on Class 3 Claims as determined by the Tort Claims Reviewer in accordance with this Plan, the Trust Agreement, and the Trust Distribution Plan.
  2. **Tort Claims Reviewer.** The Trustee shall retain the Tort Claims Reviewer. Fees payable to the Tort Claims Reviewer for review of Class 3 Claims and Class 4 Claims shall be paid from the Trust.
  3. **Trust Administrative Fees.** All fees, costs, and expenses of administering the Trust as provided in the Plan and the Trust Agreement shall be paid by the Trust, including: (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Assets of the Trust; (ii) to pay reasonable administrative expenses (including any taxes imposed on the Trust and any professional fees); and (iii) to satisfy other liabilities incurred by the Trust in accordance with the Plan or the Trust Agreement.

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

**6.4 TAX MATTERS.** The Trust shall not be deemed to be the same legal entity as the Archdiocese, but only the assignee of certain assets of the Archdiocese and a representative of the Estate for delineated purposes within the meaning of Section 1123(b)(3) of the Bankruptcy Code. The Trust is expected to be tax exempt. The Trustee shall file such income tax and other returns and documents as are required to comply with the applicable provisions of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1 et seq., as may be amended, and the regulations promulgated thereunder, 31 C.F.R. §§ 900 et seq., and Guam law and the regulations promulgated thereunder, and shall pay from the Trust all taxes, assessments, and levies upon the Trust, if any.

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

**6.6 RIGHTS AND RESPONSIBILITIES OF TRUSTEE.**

(a) With respect to the property, rights, interests, and powers conferred on the Trustee under this Plan, the Trustee shall be deemed the Estate's representative in accordance with Section 1123 of the Bankruptcy Code and shall have all the rights, powers, authority, responsibilities, and benefits specified in the Plan and the Trust Agreement, including (only to the extent necessary to enforce those rights, powers, authority, responsibilities, and benefits) all of the powers like those of a trustee under Sections 108, 704, and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004 (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting Claims, defenses, offsets and privileges), but the Trustee is not a trustee under any chapter of the Bankruptcy Code. If there is any inconsistency or ambiguity between the Plan and Confirmation Order, on the one hand, and the Trust Agreement, on the other hand, with respect to the Trustee's authority to act, the provisions of the Plan and Confirmation Order shall control. Among other things, the Trustee: (1) shall liquidate and convert to cash the Trust Assets, make timely distributions and not unduly prolong the duration of the Trust; (2) may request an expedited determination of taxes of the Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust; and (3) may retain professionals, including legal counsel, accountants, financial advisors, auditors, and other agents on behalf of the Trust, and at the Trust's sole expense, as reasonably necessary and to carry out the obligations of the Trustee hereunder and under the Trust Agreement.

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

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

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

(c) The Confirmation Order shall state that, absent permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or proceeding shall be commenced in any forum other than the Bankruptcy Court against the Trustee in its/his/her official capacity, with respect to its/his/her status, duties, powers, acts, or omissions as Trustee.

## **6.7 TRANSFERRED INSURANCE INTERESTS.**

### **(a) Enforcement of Transferred Insurance Interests Against Non-Settling Insurers.**

1. As set forth in Article V, the Transferred Insurance Interests are assigned and transferred to the Trust. The Trust shall be entitled to all policy proceeds due by virtue of a judgment or settlement of a Class 3 Claim and will be entitled to assert and/or assign to any Tort Claimant all claims and causes of action that currently exist or may arise in the future against Non-Settling Insurers based on their conduct concerning insurance coverage for, or defense or settlement of, any Class 3 Claim, including but not limited to all claims and causes of action for breach of the Non-Settling Insurer Policies, vexatious refusal, bad faith, wrongful failure to settle, and for any other similar claim or cause of action, including any and all such claims or causes of action providing for penalties, extra-contractual damages, punitive damages and attorneys’ fees and costs. For the avoidance of doubt, unless provided in the BSA Plan, the BSA Confirmation Opinion, or the BSA Confirmation Order, the Trust is not entitled to policy proceeds owed or paid to the BSA, any Chartered Organization of the BSA (other than the Debtor and/or the AOA Entities), Local Councils, or the BSA Trust, nor is the Trust entitled to any distributions made pursuant the BSA Plan and BSA Confirmation Order, even if the recipient of such distribution is a Tort Claimant in this case. The Trust shall also have the right to pursue judgment against Non-Settling Insurers to determine, to the extent consistent with, if applicable, the BSA Plan, the BSA Confirmation Opinion, and the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder, the amount of coverage available for Protected Parties’ liability for

Tort Claims. The foregoing transfer shall not be construed to entitle any Person to insurance coverage other than those Persons entitled to such coverage from Non-Settling Insurers. The Trust shall be fully authorized to act in its own name, or in the name of any Protected Party, to enforce any right, title, or interest of any Protected Party in the Transferred Insurance Interests. No limitations on recovery from Non-Settling Insurers shall be imposed by virtue of the fact that the Archdiocese is in bankruptcy or by any distribution from the Trust to any Tort Claimant. The transfer of the Transferred Insurance Interests shall not affect any Non-Settling Insurer's duty to defend, but to the extent that a failure to defend or a separate agreement between the Archdiocese, the Reorganized Debtor, or any other Protected Party and any Non-Settling Insurer gives rise to a monetary obligation or policy proceeds to reimburse defense costs in lieu of a duty to defend, the Trust shall be entitled to the benefit of such monetary obligation or policy proceeds. Any recovery by the Trust on an action against a Non-Settling Insurer for a determination of coverage for Protected Parties' liability for Tort Claims shall become a Trust Asset and shall be distributed as provided in this Plan, the Trust Agreement, and the Trust Distribution Plan. The Trust's recourse to the Archdiocese, the Settling Insurers, and the other Protected Parties shall be limited to the Transferred Insurance Interests and any other rights or interests expressly granted to the Trust under this Plan, including any indemnification obligations of the Reorganized Debtor for Covered Non-Tort Claims under section 16.4, or as otherwise provided by the Plan. The Trust shall have no liability for Covered Non-Tort Claims and holders of Covered Non-Tort Claims shall have no recourse to the Trust with respect to such Claims.

2. The Trust shall have full access to coverage issued by the Non-Settling Insurers to the greatest extent permitted by applicable non-bankruptcy law, in the same manner and to the same extent as the Protected Parties prior to the confirmation of the Plan and the transfer of the Transferred Insurance Interests to the Trust, but Plan confirmation shall not relieve the Debtor (or the Trust if applicable) from any obligation under any Non-Settling Insurance Policy. The Non-Settling Insurers shall retain any and all coverage defenses, except any defense regarding or arising from the assignment and transfer of the Transferred Insurance Interests. Notwithstanding the foregoing, confirmation or effectuation of the Plan shall not trigger any coverage defense, or give rise to any additional coverage defense, that did not exist prior to the Archdiocese's filing for bankruptcy or Plan confirmation, and no coverage defenses are created by the Debtor's bankruptcy or the negotiation, solicitation or confirmation of the Plan, or the terms thereof, including any treatment of, or protections afforded to, any Protected Party or Settling Insurer under the Plan. The Plan is binding on Non-Settling Insurers as provided under this Section 6.7(a)(2). But nothing in this Section 6.7(a)(2) affirmatively authorizes the Trustee to violate applicable law or affirmatively authorizes the Trustee to violate or prohibits the Trustee from violating any relevant and operative provision of the BSA Plan, the BSA Confirmation Opinion, or the BSA

Confirmation Order, including any injunctions and releases granted or approved thereunder.

The assignment and transfer of the Transferred Insurance Interests to the Trust does not affect the Archdiocese's, the Reorganized Debtor's, other Protected Parties', or any Non-Settling Insurer's right to contest the Archdiocese's, or any other insured's, liability or the amount of damages in respect of any Tort Claims. Notwithstanding the assignment and transfer of the Transferred Insurance Interests, the Archdiocese, the Reorganized Debtor, and any other Protected Party shall not be relieved of any obligations or duties under any Non-Settling Insurer Policy (including without limitation any duty to cooperate) and shall continue to honor such duties and obligations as required by such applicable Non-Settling Insurer Policies and applicable law. The transfer and assignment of the Transferred Insurance Interests does not affect any insurers' rights, obligations, or duties under applicable Non-Settling Insurer Policies or applicable law. If the Trust brings an action against a Non-Settling Insurer to assert any claim or to determine the Non-Settling Insurer's obligation to provide coverage for any Tort Claim, the Non-Settling Insurer may raise any defense to coverage as if the action had been brought by the Archdiocese, the Reorganized Debtor, or any other Protected Party.

3. The Bankruptcy Court shall determine at the Confirmation Hearing whether the assignment of the Transferred Insurance Interests provided for in this Section is valid. If a party in interest (which, for this purpose, shall include the Non-Settling Insurers) fails to timely file an objection to the proposed assignment and transfer of the Transferred Insurance Interests to the Trust or other terms of the Plan related to the Non-Settling Insurer Policies by the date set to file such objections, that party in interest shall be deemed to have irrevocably consented to the assignment of Transferred Insurance Interests and other Plan terms related to such Non-Settling Insurer Policies and will be forever barred from asserting that the assignment of the Transferred Insurance Interests to the Trust was not effective. But nothing in this Section 6.7(a)(3) affirmatively authorizes the Trust to violate applicable law or affirmatively authorizes the Trustee to violate or prohibits the Trustee from violating any relevant and operative provision of the BSA Plan, the BSA Confirmation Opinion, or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder
4. In the event that the Bankruptcy Court enters a Final Order determining that the assignment of the Transferred Insurance Interests is valid, following the Effective Date, the Trust shall assume responsibility for, and be bound by, all obligations of the Archdiocese and other Protected Parties under the Non-Settling Insurer Policies; provided, however, that the Protected Parties shall not be relieved of any obligations the Protected Parties may have under Non-Settling Insurer Policies.

5. The Reorganized Debtor will cooperate and assist the Trust in enforcing any right or prosecuting any claim based on the Transferred Insurance Interests. This cooperation includes, but is not limited to, providing access to documents and electronic information and providing clergy, employees, agents, and volunteers to testify in depositions and at trial.

**(b) Appointment of Trustee as Estate Representative to Enforce Insurance Interests and Obtain Insurance Recoveries.**

1. If the Bankruptcy Court does not enter a Final Order approving the assignment and transfer of the Transferred Insurance Interests to the Trust, then the assignment shall not occur and pursuant to the provisions of Section 1123(b)(3)(B) of the Bankruptcy Code, the Trustee is hereby appointed as the representative of the Archdiocese's Estate for the purpose of retaining and enforcing all of the Archdiocese's and the Estate's Interests against the Non-Settling Insurers with respect to the Tort Claims. Any recoveries on such Interests by the Trustee will be paid to the Trust. The determination of whether the appointment of the Trustee as the Archdiocese's and the Estate's representative provided for in this Section 6.7(b)(1) is valid, and does not defeat or impair the insurance coverage Non-Settling Insurers are responsible for under Non-Settling Insurer Policies, shall be made by the Bankruptcy Court at the confirmation hearing. If a party in interest (which, for this purpose, shall include the Non-Settling Insurers) 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 Trustee to pursue Non-Settling Insurers, or any of them, for insurance coverage. Nothing in the foregoing sentence shall affirmatively authorize the Trustee to act in a manner inconsistent with applicable law or affirmatively authorize such person to act or prohibit such person from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order. In the event that the Bankruptcy Court determines that the appointment is valid and does not defeat or impair coverage Non-Settling Insurers are responsible for under Non-Settling Insurer Policies, then, following the Effective Date, the Trustee shall assume responsibility for, and be bound by, only such obligations of the Archdiocese and other Protected Parties under Non-Settling Insurer Policies as are necessary to act as the representative of the Archdiocese and the Estate for the purpose of retaining and enforcing their Interests, if any, against the Non-Settling Insurers; provided, however, that the Trustee's appointment shall not relieve the Archdiocese, the Reorganized Debtor or the other Protected Parties from any obligation that such entities may have under the Non-Settling Insurer Policies. Nothing contained in this Section 6.7(b)(1) shall affect the rights and remedies of a Person who is not a Protected Party but is an insured or additional insured with the Archdiocese or is asserting rights under a Non-Settling Insurer Policy.

2. In the event that a Final Order is entered holding that: (a) the assignment of the Transferred Insurance Interests, or (b) the appointment of the Trustee as the Archdiocese's and the Estate's representative are invalid or would defeat or impair the insurance coverage issued by the Non-Settling Insurers, then the assignment and/or appointment, as the case may be, will be deemed not to have been made, and the Archdiocese, the Reorganized Debtor, and each of the Protected Parties will retain their Interests under each Settling Insurer and Non-Settling Insurer Policy.

(i) At the request of the Trust, the Reorganized Debtor and the other Protected Parties will assert their Interests against a Non-Settling Insurer, including, but not limited to, by filing a lawsuit for recovery of policy proceeds. But nothing in the foregoing affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, or Class 3 Claimant to act in a manner inconsistent with applicable law or affirmatively authorizes such persons to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder. All recoveries by the Reorganized Debtor and the other Protected Parties will be paid to the Trust. The Reorganized Debtor and the other Protected Parties will select and retain counsel to pursue their Interests against Non-Settling Insurers pursuant to this Section 6.7(b), subject to the Trustee's approval, which approval shall not be unreasonably withheld.

(ii) The Trust shall pay the reasonable attorneys' fees, costs and expenses that are incurred by the Reorganized Debtor and the other Protected Parties in pursuing, pursuant to this Section 6.7(b), its Interests against Non-Settling Insurers.

(iii) The Trust shall, in addition to reasonable attorneys' fees, costs and expenses provided for in this Section 6.7(b), reimburse the Reorganized Debtor and each of the Protected Parties for any reasonable out of pocket costs and expenses it incurs as a direct consequence of pursuing its Interests against Non-Settling Insurers, but will not compensate the Reorganized Debtor or any other Protected Party for any time any of its employees expend. Upon receipt by the Reorganized Debtor or other Protected Party, all recoveries received by the Reorganized Debtor or other Protected Party from Non-Settling Insurers shall be deemed to be held in trust for the benefit of the Trust and shall be remitted by the Reorganized Debtor or other Protected Party to the Trust as soon as practicable following the Reorganized Debtor's or other Protected Party's receipt of such recoveries.

## **6.8 SPECIAL DISTRIBUTION CONDITIONS.**

(a) With respect to Class 3 Claims and Class 4 Claims only, the Trust shall maintain sufficient funds to pay any potential reimbursements to Medicare and shall complete the following “Medicare Procedures”:

- i. the Trustee shall determine whether each Claimant with a Date of Injury after December 5, 1980 is eligible to receive, is receiving, or has received Medicare benefits (“Medicare Eligible”);
- ii. Upon request, the Trust shall provide to a Settling Insurer or the Reorganized Debtor information sufficient to allow them to perform their own SSA queries to the extent they wish to do so;
- iii. in the event that one or more Claimants with Dates of Injury after December 5, 1980 is/are identified as Medicare Eligible, the Trust shall complete a query to the CMS for each such Claimant to determine whether any payment (“Conditional Payment”) made pursuant to Section 1395y(b)(2)(B) of the MSPA has been made to or on behalf of that Tort Claimant arising from or relating to treatment for Abuse;
- iv. if any Conditional Payment has been made to or on behalf of that Tort Claimant, the Trustee shall, within the time period called for by the MSPA, reimburse the appropriate Medicare Trust Fund for the appropriate amount, and submit the required information for that Tort Claimant to the appropriate agency of the United States government.

(b) Compliance with the provisions of this Section 6.8 shall be a material obligation of the Trust in favor of the Settling Insurers under any settlement agreements between any of those insurers and Archdiocese, which authorizes funding to the Trust.

(c) The Trust shall defend, indemnify and hold harmless the Protected Parties and the Settling Insurer Entities from any Medicare Claims, and any Claims related to the Trust’s obligations under this Section. The Trust shall use the Unknown Tort Claim Reserve Fund to pay any Claims under this Section related to an Unknown Tort Claim.

**6.9 INVESTMENT POWERS; PERMITTED CASH EXPENDITURES.** All funds held by the Trust shall be invested in cash or short-term highly liquid investments that are readily convertible to known amounts of cash as more particularly described in the Trust Agreement. The Trustee may expend the cash of the Trust.

**6.10 REGISTRY OF BENEFICIAL INTERESTS.** To evidence the beneficial interest in the Trust of each holder of such an interest, the Trustee shall maintain a registry of beneficiaries.

**6.11 NON-TRANSFERABILITY OF INTERESTS.** Any transfer of an interest in the Trust shall not be effective until and unless the Trustee receives written notice of such transfer.



**6.12 TERMINATION.** The Trust shall terminate after its liquidation, administration, and distribution of the Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreement. The Trust shall terminate on the earlier of (a) five years after the Effective Date or (b) the occurrence of each of the following (i) all Trust assets have been administered, and (ii) the Trustee and the Unknown Claim Representative agree that there are no more Unknown Tort Claims to be paid from the Unknown Tort Claim Reserve Fund.

**6.13 IMMUNITY; LIABILITY; INDEMNIFICATION.**

(a) Neither the Reorganized Debtor or its respective members, designees, or professionals, nor the Trustee or any duly designated agent or representative of the Trustee, nor their respective employees, shall be liable for the acts or omissions of any other member, designee, agent, or representative of such Trustee, except that the Trustee shall be liable for his/her/its specific acts or omissions resulting from such Trustee's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty. The Trustee may, in connection with the performance of his/her/its functions and in his/her/its sole and absolute discretion, consult with his/her/its attorneys, accountants, financial advisors, and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Trustee shall not be under any obligation to consult with his/her/its attorneys, accountants, financial advisors, or agents, and his/her/its determination not to do so shall not result in the imposition of liability on the Trustee unless such determination is based on the Trustee's recklessness, gross negligence, willful misconduct, or fraud. For the avoidance of doubt, the Trustee shall not be released, exculpated, or discharged under this Section unless and until the Bankruptcy Court has approved, after notice and a hearing, the Trust's final accounting.

(b) Upon the approval by the Bankruptcy Court, after notice and a hearing of a final accounting by the Trustee, no recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant, or other professional retained in accordance with the terms of the Trust Agreement or the Plan by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trustee in implementation of the Trust Agreement or this 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/her/its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had directly against the Trustee. The Trust shall not be covered by a bond.

(c) The Trust shall defend, indemnify, and hold harmless the Trustee, his/her/its officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of Guam is entitled to indemnify and defend

its directors, trustees, officers, and employees against any and all liabilities, expenses, Claims, damages or losses incurred by them in the performance of their duties hereunder.

1. Additionally, the Reorganized Debtor, and each of its respective agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative, or arbitrative action, by reason of any act or omission of the Trust or Trustee or respective agents, with respect to: (i) the Chapter 11 case and any act or omission undertaken by them prior to the commencement thereof, (ii) the assessment or liquidation of any Class 3 Claims, (iii) the administration of the Trust and the implementation of the Trust Distribution Plan, or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the same extent that a corporation or trust organized under the laws of Guam is from time to time entitled to indemnify and defend its own officers, directors, trustees, and employees, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Debtor or Reorganized Debtor, and their respective professionals, officers, and directors, in connection with or resulting from such action, suit or proceeding, provided that, with respect to amounts paid in settlement, the Trust has approved such amounts in advance, such approval not to be unreasonably withheld.
2. Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, the Debtor, the Reorganized Debtor, and their respective agents in connection with any action, suit, or proceeding, whether civil, administrative, or arbitrative, from which they are entitled to be indemnified by the Trust, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trustee, the Debtor, the Reorganized Debtor, and their respective agents, to repay such amount in the event that it shall be determined ultimately by Non-Appealable Order that such Trustee, the Debtor, the Reorganized Debtor, and their respective professionals, officers, and directors is not entitled to be indemnified by the Trust.

#### **6.14 TREATMENT OF TORT CLAIMS.**

**(a) TRUST LIABILITY.** On the Effective Date, the Trust shall automatically and without further act or deed assume: (i) all liability, if any, of the Protected Parties and Settling Insurers in respect of Channeled Claims, subject to section 16.4; (ii) the responsibility for preserving, managing and distributing Trust Assets pursuant to the Trust Distribution Plan; and (iii) the right to pursue the Transferred Insurance Interests. Except as otherwise provided herein, the Trust does not assume any liabilities of the Archdiocese or Reorganized Debtor, in whole or in part, in regards to any Tort Claims or Unknown Tort Claims that are not released, nor the liabilities of the Settling Insurers.

**(b) ASSESSMENT OF TORT CLAIMS.** Each Tort Claim and Unknown Tort Claim will be assessed by the Tort Claims Reviewer in accordance with the Trust

Distribution Plan to determine whether the Tort Claimant is entitled to a distribution under the Trust. The Archdiocese or the Reorganized Debtor shall reasonably cooperate with the Tort Claims Reviewer and the Trustee as requested by the Tort Claims Reviewer or the Trustee in connection with any inquiries by either in the administration of the Trust Distribution Plan, but shall not be required to act in any way that violates any duty to cooperate with a Non-Settling Insurer. Under no circumstance shall the Tort Claims Reviewer's review of a Class 3 Claim, a Class 4 Claim, or a determination regarding a distribution thereon have any effect on the rights of a Non-Settling Insurer, the BSA, Local Councils, any Chartered Organization of the BSA (other than the Debtor and/or the AOA Entities), or any trust established pursuant to a confirmed plan of reorganization in the BSA Bankruptcy.

**(c) Distribution Plan Claimants.** All Tort Claimants and Unknown Tort Claimants (i) whose Claims do not implicate coverage from any Non-Settling Insurer or (ii) who do not elect to be Litigation Claimants, will, if their Claim is allowed, be treated as Distribution Plan Claimants, and will receive a distribution in the amount(s) and at the time(s) determined by the Trustee pursuant to the Trust Distribution Plan. A Distribution Plan Claimant must execute a release of all of his or her Claims against the Settling Insurers and the Protected Parties as set forth in Exhibit E or Exhibit F, as applicable. Any payment on an Abuse Claim constitutes payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

**(d) Litigation Plan Claimants**

1. Any Tort Claimants and Unknown Tort Claimants whose Claims are covered or are alleged to be covered, under any Non-Settling Insurer Policy may elect to be "Litigation Claimants" under the Plan, and will retain the right, if any, to: (i) pursue his or her Claim for its full amount according to proof in order to determine the liability of any Protected Party for purposes of recovering against any Non-Settling Insurer that is or may be liable on the Claim; and (ii) proceed in a Direct Action against any Non-Settling Insurer to the extent allowed by applicable law or, in each case under the foregoing subclauses (i) and (ii), to the extent applicable, the BSA Plan, the BSA Confirmation Opinion, and the BSA Confirmation Order, including any applicable and operative injunctions or releases granted or approved thereunder ("a Litigation Claim"). A Litigation Claimants' recovery on a Litigation Claim is limited as provided herein. The Settling Insurers shall not be obligated to defend or indemnify any Person in connection with a Litigation Claim and the Settling Insurers shall not have any other duties or obligations to any Person in connection with a Litigation Claim. Under no circumstances will a Tort Claimant or any other Person including a Non-Settling Insurer be able to recover any amount from a Settling Insurer in connection with a Litigation Claim.

2. Litigation Claimants will have rights, to the extent set forth in the Trust Distribution Plan, to initial and future distributions from the Trust.
3. If necessary in the Trustee's discretion, the Trustee may establish a reserve for payment of a claim held by a Litigation Claimant in the amount that would have been awarded to the Litigation Claimant if such Claimant were a Distribution Plan Claimant. The creation and existence of this reserve is not a settlement, release, accord or novation of the Litigation Claims and cannot be used by any third party as a defense to any alleged joint liability with any Protected Party. For avoidance of doubt, the creation and existence of this reserve does not affect, diminish or impair a Litigation Claimant's rights to collect a judgment against any Non-Settling Insurer or Person that is not a Protected Party, except as expressly provided herein. The Trustee may establish one reserve for all of the Litigation Claims but no Litigation Claimant shall have any interest in any portion of the reserve in excess of the amount determined for that Litigation Claimant under the Trust Distribution Plan, and then only in the event that the Litigation Claimant prevails on his Litigation Claim. Neither the Trust's payment of, or reserving monies on account of, the Tort Claims nor the Tort Claims Reviewer's review of a Claim, shall: (1) constitute a trial, an adjudication on the merits, or evidence of liability or damages in any litigation with the Protected Parties, Non-Settling Insurers, or any other Person, or (2) constitute, or be deemed, a determination of the reasonableness of the amount of any Abuse Claim, either individually or in the aggregate with other Abuse Claims, in any coverage litigation with any Non-Settling Insurers.

**(e) Legal Effect of Estimation of Claims and Distributions under Trust Distribution Plan.** The Tort Claims Reviewer's determinations are for estimation purposes only and shall not be a finding or fixing of the fact or liability or the amount payable for any Tort Claim with any binding legal effect, other than for distribution purposes by the Trust pursuant to the Trust Distribution Plan. The determination of qualification, estimation of claims, and payment of distributions is not an admission of liability by any Protected Party or the Trust with respect to any Tort Claims and has no res judicata or collateral estoppel effect on any Protected Party, the Trust, the BSA, Local Councils, any Chartered Organization of the BSA (other than the Debtor and/or the AOA Entities), any trust established pursuant to a confirmed plan of reorganization in the BSA's bankruptcy proceeding, or any Non-Settling Insurer. Any payments by the Trust to Tort Claimants in connection with their Tort Claims is not a release of the Debtor nor an accord or novation of the Debtor's liability on account of the Class 3 and Class 4 Claims. The Trust's act of making a distribution is immaterial to, and shall not be construed as, a determination or admission of the Archdiocese's, the Reorganized Debtor's, or any other Protected Party's liability for, or damages with respect to, any Class 3 or Class 4 Claim. The determination of qualification, estimation of claims, and payment of distributions is not a settlement, release, accord, or novation of Class 3 or Class 4 Claims and cannot be used by any third party as a defense to any alleged joint liability. The determination of qualification, estimation of claims, and payment of partial distributions does not impair a Litigation

Claimant's rights to obtain a judgment against a Protected Party or any Non-Settling Insurer or other Person, for purposes of establishing the Protected Party's liability on the Tort Claim, but any such judgment awarded to a Litigation Claimant will be resolved as provided in the Trust Distribution Plan. Neither the Tort Claims Reviewer's review of a Tort Claim and determination of qualification, nor the Trust's estimation of claims or payment of distributions shall (1) constitute a trial, an adjudication on the merits, or evidence of liability or damages, either individually or in the aggregate, in any litigation with the Protected Parties, Non-Settling Insurers, or any other Person, or (2) constitute, or be deemed, a determination of the reasonableness of the amount of any Tort Claim, either individually or in the aggregate with other Tort Claims, in any coverage litigation with any Non-Settling Insurers. The Trust's estimation of claims and payment of distributions does not constitute a triggering event for liability under any Non-Settling Insurer Policy nor does it create an admission of the fact of liability or the extent of damages on behalf of the Protected Parties.

**(f) RELEASE AND DISCHARGE OF TORT CLAIMS.** No Tort Claimant shall receive any payment on any award unless and until such Tort Claimant has executed the Release attached as Exhibit E or Exhibit F to this Plan, as applicable. Each Tort Claimant must execute a release of all claims against the Settling Insurers and must release all claims against the Archdiocese, the Reorganized Debtor, and the other Protected Parties that do not implicate insurance coverage under Non-Settling Insurer Policies. To preserve coverage under Non-Settling Insurer Policies, Tort Claimants specifically reserve, and do not release, any and all claims that they may have against the Protected Parties that implicate coverage under Non-Settling Insurer Policies, but recourse is limited to the proceeds of Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort Claim, and any such judgments or awards will be handled in accordance with Sections 6.14(i) and (j). Tort Claimants shall not be permitted to recover from the Trust for the liabilities, if any, of any Person that is not a Protected Party. In the event a Tort Claimant recovers from any other Person or any other trust for the liabilities of any Protected Party, the amount of such recovery shall first be deducted from any subsequent distributions from the Trust or any judgment awarded such Tort Claimant for the same liabilities of such Protected Party.

**(g) LIMIT OF RELEASE FOR NON-SETTLING INSURER POLICIES.** The Tort Claims will not be released or enjoined as against the Protected Parties for any Abuse that may be covered under Non-Settling Insurer Policies until such claims are settled with the Protected Parties and their Non-Settling Insurers, or are fully adjudicated, resolved, and subject to Final Order.

With respect to all other Claims, except as otherwise provided in the Plan, the Debtor's liability on account of such Claims shall be discharged pursuant to the provisions of 1141(d). The Tort Claimants' release, in whole or in part, of their Class 3 or Class 4 Claims will be pursuant to the principles set forth in 7 G.C.A. § 24605. The Class 3 and Class 4 Claimants will expressly reserve their rights, subject to applicable law or any

applicable provision of the BSA Plan, the BSA Confirmation Opinion, or the BSA Confirmation Order, including any operative and applicable injunctions and releases granted or approved thereunder against other Persons (other than Protected Parties), including joint tortfeasors, who will remain severally liable on any Claims for Abuse. Any Person (other than a Protected Party) that is, or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of a Tort Claim shall not be liable for any Protected Party's share of causal liability or fault.

**(h) TRUST RIGHTS AGAINST NON-SETTLING INSURERS.** The Trust retains the right to pursue Non-Settling Insurers for the Archdiocese's, the Reorganized Debtor's, and any other Protected Party's liability to Tort Claimants, including for any distributions made to Litigation Claimants. Nothing in the foregoing sentence affirmatively creates a right or authorizes the Trust, Reorganized Debtor, any Protected Party, Class 3 Claimant, or Class 4 Claimant, to act in a manner inconsistent with applicable law or affirmatively authorizes such persons to act or prohibits such persons from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder.

**(i) DISTRIBUTIONS TO TORT CLAIMANTS.** A Distribution Plan Claimant, who the Tort Claims Reviewer determines to be entitled to a distribution, will receive a distribution from the Trust in the amount(s) and at the time(s) provided for in the Trust Distribution Plan. Any payment on a Tort Claim constitutes payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

**(j) LITIGATION CLAIMS.**

1. In the event that a Litigation Claimant obtains a judgment against any Protected Party and no Non-Settling Insurer is implicated by the Litigation Claim, the judgment will be satisfied by the Trust in the amount of such judgment against such Protected Party, up to the amount of any reserve set for that Litigation Claimant's Litigation Claim, plus an additional \$1,000.
2. In the event that any Non-Settling Insurer is implicated by the Litigation Claim, and either a settlement is achieved with such Non-Settling Insurer(s) as to such Litigation Claim or the Litigation Claimant obtains a judgment against a Protected Party and either the Trust or the Litigation Claimant obtains a recovery from any such Non-Settling Insurer(s) as to such judgment, then such recovery shall be turned over to the Trust for handling pursuant to this Plan. Such recovery shall first go to reimburse the Trust or the Litigation Claimant, as the case may be, for all costs (including attorneys' fees) incurred in connection with pursuing the recovery against the Non-Settling Insurer(s) relating to the Litigation Claim, so long as such amounts are reasonable and were

agreed to in advance by the Trust. Any amount remaining shall be distributed in a manner consistent with the Trust Distribution Plan.

**(k)** Subject to the provisions of Article 6.14(e), the Trust's payment to a Litigation Claimant that has recovered a judgment or settlement does not affect, diminish or impair the Trust's right, if any, to collect policy proceeds respecting such Class 3 Claim or Class 4 Claim from any Non-Settling Insurer, nor does it affect, diminish or impair the Trust's right to bring any claims against the Non-Settling Insurer that have been assigned to the Trust or that belong to the Trust by operation of law.

**(l)** If a Non-Settling Insurer has refused to defend a Protected Party with respect to any Litigation Claim, the Trust will advance or reimburse the Protected Party for reasonable and necessary attorneys' fees and other expenses incurred in defending the Litigation Claim. If any Non-Settling Insurer has refused to indemnify a Protected Party with respect to any settlement or judgment of a Litigation Claim, the Trust will indemnify the Protected Party for any judgment or settlement incurred by the Protected Party on such Litigation Claim, provided the Trust has consented in advance to any such settlement, such consent not to be withheld unreasonably. If all Non-Settling Insurers that could potentially have responsibility to defend and/or indemnify for a Tort Claim have denied coverage, that Litigation Claimant must sign a covenant not to execute against that Protected Party's assets (other than Non-Settling Insurer Policies or proceeds or other assigned rights or interests), under which the Litigation Claimant will agree to seek recovery only from Non-Settling Insurers for any judgment the Litigation Claimant obtains against any Protected Party, in exchange for a stipulated judgment and assignment of insurance rights, as authorized by law. If any judgment on any Tort Claim is within the retention of any Non-Settling Insurer Policy, and all Non-Settling Insurers have denied indemnity for such judgment, then the Trust will fund the judgment. The Trust's advancement or reimbursement of the Protected Party for such defense costs and/or judgment or settlement payments, and any distributions made by the Trust to the Litigation Claimant and other Class 3 Claimants and/or Class 4 Claimants, will not affect, diminish or impair the Trust's right, if any, to bring any claims against any Non-Settling Insurers for refusing to defend and/or indemnify the Protected Party, including but not limited to claims for payment of policy proceeds, bad faith, wrongful failure to settle, and extra-contractual damages authorized by law. Nothing in this Section 6.14(l) affirmatively authorizes the Trust to violate applicable law or affirmatively authorizes the Trust to act or prohibits the Trust from acting in a manner inconsistent with applicable law or affirmatively authorizes the Trust to act or prohibits such person from acting in a manner inconsistent with any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder.

**(m)** As of the Effective Date, the Trustee will be deemed to have the right to join or intervene into the Insurance Coverage Adversary Proceeding and to pursue recoveries against any Non-Settling Insurers to the same extent as the Debtor.

**(n)** Nothing in the Plan, Confirmation Order or any Plan Document shall impose any obligation on any Non-Settling Insurer to provide a defense for, settle, or pay

any judgment with respect to, any Tort Claim, or grant to any Person any right to sue any Non-Settling Insurer directly, in connection with a Tort Claim. All such obligations with respect to Non-Settling Insurers shall be determined by and in accordance with the terms of the Non-Settling Insurer Policies and with applicable law or any relevant and operative provision(s), if any, of the BSA Plan, BSA Confirmation Opinion, or the BSA Confirmation Order, including any injunctions and releases granted or approved thereunder.

(o) If the Litigation Claimant fails to prosecute his Litigation Claim to final judgment or settlement of the claim and does not rescind the election to be treated as a Litigation Claimant in favor of being treated as a Distribution Plan Claimant, or a Final Order is entered finding that no Protected Party has liability to such Tort Claimant on account of his Tort Claim, any reserve maintained by the Trust on account of such Tort Claim shall revert to the non-reserved assets of the Trust and the Litigation Claimant shall have no recourse against the Trustee, the Trust, any Protected Party, or any Settling Insurer.

**(p) OBJECTIONS AND LITIGATION AFTER THE EFFECTIVE DATE.**

1. Regardless of whether a Class 3 Claimant is a Distribution Plan Claimant or a Litigation Claimant, the Trustee may object to that Class 3 Claimant's Claim. The Trustee's right to object to a Class 3 Claimant's Claim after the Effective Date will not affect or impair any right the Archdiocese, the Reorganized Debtor, other Protected Parties, the Settling Insurers, and/or Non-Settling Insurers may have under the Non-Settling Insurer Policies or applicable law to object to such Class 3 Claims. The Reorganized Debtor may object to any Class 4 Claimant's Claim.
2. The Protected Parties will comply with all obligations under the Non-Settling Insurer Policies and applicable law. The Trustee, to the extent required by the Non-Settling Insurer Policies implicated by such Tort Claims and applicable law, shall also cooperate with the Non-Settling Insurer in the defense of such judicial proceeding contemplated in Section 6.13(p)(1). In the event of a dispute between a Non-Settling Insurer and the Trustee regarding whether the Trustee must allow such Non-Settling Insurer to control the defense of such Tort Claim, or the extent of anyone's duty to cooperate, such dispute shall be resolved by the court hearing such dispute.

(q) **CLAIM WITHDRAWAL.** A Tort Claimant may withdraw his or her Tort Claim at any time on written notice to the Trustee. If withdrawn, (a) the Tort Claim will be withdrawn with prejudice and may not be reasserted, and such Tort Claimant shall still be subject to Section 13.2 of the Plan, the Channeling Injunction, and the Supplemental Settling Insurer Injunction as provided by this Plan; and (b) any reserve maintained by the Trust on account of such Tort Claim shall revert to the Trust as a Trust Asset for distribution in accordance with the Plan and Trust Distribution Plan. Each Protected Party, Non-Settling



Insurer, Settling Insurer, and the Trust shall retain any and all defenses that may exist in respect to such Tort Claim.

**(r) ELECTION.** No later than thirty (30) days after a Tort Claimant is notified of the amount of the award under the Trust Distribution Plan, the Tort Claimant shall elect in writing one of the following treatment alternatives:

1. A Tort Claimant may elect to receive a distribution as Distribution Plan Claimant, but must execute the release of all his or her Tort Claims against the Settling Insurers and the Protected Parties as set forth in Exhibit E or Exhibit F, as applicable, and waive his right to pursue a direct action under applicable law against any Non-Settling Insurer as to the liability of a Protected Party. For the avoidance of doubt, the election to be treated as a Distribution Plan Claimant shall not limit, impair, or otherwise affect a Tort Claimant's rights as a creditor of any Person who is not a Protected Party, including any right to pursue a direct action against any Insurer as to the liability of a Person who is not a Protected Party (including but not limited to the BSA or any Local Council); or
2. A Tort Claimant may elect treatment as a Litigation Claimant and will have rights, to the extent set forth in the Trust Distribution Plan, to initial and future distributions from the Trust. Each Litigation Claimant also retains the right to:
  - (i) pursue his or her Tort Claim for its full amount according to proof in order to determine the liability of any Protected Party for purposes of recovering against any Non-Settling Insurer that is or may be liable on the Tort Claim and
  - (ii) proceed in a direct action against any Non-Settling Insurer to the extent allowed by applicable law. A Litigation Claimant's recovery on a Litigation Claim is limited as provided herein. The Settling Insurers shall not be obligated to defend or indemnify any Person in connection with a Litigation Claim and the Settling Insurers shall not have any other duties or obligations to any Person in connection with a Litigation Claim. Under no circumstances will a Tort Claimant or any other Person be able to recover any amount from a Settling Insurer in connection with a Litigation Claim. Notwithstanding the foregoing, nothing in this subsection shall be construed to limit or impair the right of a Tort Claimant to pursue a Claim that is not a Channeled Claim. Nothing in this Section 6.12(r)(2) authorizes a Claimant to act in violation of applicable law.

**(s) MODIFICATION OF TREATMENT ELECTION.**

1. If a Tort Claimant does not make one of the elections, the Tort Claimant will be treated as a Distribution Plan Claimant.
2. Upon written notice to the Trustee, subject to the Trustee's sole and absolute discretion, a Tort Claimant may rescind the election to be treated as a Litigation Claimant in favor of being treated as a Distribution Plan Claimant. Notwithstanding the foregoing, the Trustee shall consent to a Tort Claimant's rescission if such written notice of rescission is given prior to entry of a non-

appealable (i) order of dismissal or (ii) a final judgment on the Litigation Claim entered in favor of a Protected Party and/or a Non-Settling Insurer.

3. No later than sixty (60) days after a Tort Claimant is notified of the amount of the award under the Trust Distribution Plan, a Tort Claimant may rescind the election to be treated as a Distribution Plan Claimant in favor of being treated as a Litigation Claimant.

**(t) Trust Claim Submissions.** The Tort Claim Reviewer shall not allow any Tort Claimant or Unknown Tort Claimant unless such Claimant has (i) responded to all questions on the Sexual Abuse Proof of Claim Form, ECF No. 168-1, as approved by the Court ECF No. 168, which questions are applicable to their Claims against any Protected Party and (ii) complied with all requests for information related to his or her Claim made by the Tort Claim Reviewer.

**(u) Authorization for Release of Information.** Pursuant to the requirements of Paragraph 12 of the *Order Fixing Time for Filing Proofs of Claims; Approving Proof of Claim Forms; Providing for Confidentiality Protocols; and Approving Form and Manner of Notice to the Order* (the "Confidentiality Order"), ECF No. 168, the Trust may (i) disclose to BSA and/or any successor in interest, including any settlement trust established in the BSA bankruptcy (the "BSA Trust") and any Settling Insurer, including the AIG Insurers Entities, the Trust Claim Information and (ii) obtain, pursuant to the terms of any applicable confidentiality procedures or requirements, from any other trust or other entity all information relating to allegations of Abuse submitted by a Tort Claimant or Unknown Tort Claimant. For the avoidance of doubt, the BSA Trust and the Settling Insurers, including the AIG Insurers Entities, are Permitted Parties under the Confidentiality Order.

**(v) Requirement to Disclose Information.** The Trustee shall be required to disclose (i) all Trust Claim Information to the Settling Insurers, including the AIG Insurers Entities and (ii) any Trust Claim Information relating to Mixed Claims to the BSA Trust.

**6.15 CONTROL OF TRUST REAL PROPERTY ASSETS.** The Trustee's rights, powers, duties, and obligations provided in the Plan and the Trust Agreement, are subject to the following provisions with regard to any of the Trust's Assets which relate in any way to the Trust's rights, title, or interest in real property (the "Real Property Assets"):

**(a) PARTITIONING OF CERTAIN PROPERTY.** The Trustee shall, within ninety (90) days after the Effective Date, hire a surveyor and take all steps necessary and prudent to partition the properties listed on **Exhibit O** (the "Partitioned Parcels") as follows:

- i. **RETAINED PARCELS.** The Trustee shall retain the portion of the Partitioned Parcels substantially consistent with the boundaries indicated in blue on the maps included as **Exhibit P** (the "Retained Parcels") for the purpose of liquidating said parcels for the benefit of Class 3 Claimants. For the avoidance of doubt, the maps included as Exhibit P, including any boundaries, legal descriptions,

markings, or other notes, are only provided for convenience to illustrate the Plan Proponents' intentions, but are not a determination by the Court regarding any Persons' right, title, or interest in the real property depicted. Nothing in Exhibit P is binding on any Person, except to the extent Exhibit P shall govern the AoA Entities, the Trust, and/or the Reorganized Debtor regarding the partitioning of the Partitioned Parcels.

ii. **PRESERVED PARCELS.** Within thirty (30) days after the Trustee obtains permission from all necessary government authorities to segment the Retained Parcels, the Trustee shall convey to the Reorganized Debtor the portion (the "Debtor Preserved Parcels") of the Partitioned Parcels that are not Retained Parcels.

iii. **EQUITABLE RIGHTS IN THE PRESERVED PARCELS.** From the Effective Date, until the date the Trustee conveys legal title to the Debtor Preserved Parcels, the Reorganized Debtor shall retain all rights as the sole equitable owner of the Preserved Parcels, including, but not limited to, the right to occupy, use, possess, control, maintain, and exclude others from the same, subject only to the Trustee's rights arising under and related to this Section 6.15(a).

iv. **RIGHT TO REPURCHASE.** The Reorganized Debtor shall retain a right of first refusal on any real property or interest in real property transferred to the Trust pursuant to this Plan (the "ROFR"). Within three (3) days after listing any Trust real property for sale, the Trustee shall inform the Reorganized Debtor in writing of the publically disclosed terms of the listing. The Trustee shall leave the real property on the market for not less than 30 days. After marketing any trust real property for sale, the Trustee shall, within three (3) days after the Trustee, in his sole discretion, determines he will no longer accept offers for the real property, inform, in writing, the Reorganized Debtor of the highest and best offer obtained for the real property. The Reorganized debtor shall then have fourteen (14) days to make an offer, in writing, to match the terms of the highest and best offer or provide terms that are, in the Trustee's sole discretion, equivalent to the highest and best offer.

v. **CLARIFICATION OF REAL PROPERTY ASSETS.** For the avoidance of doubt, the Real Property Assets do not include, and nothing in this Plan will be construed to sell, convey, or transfer, the interests, if any, of the Sisters of Mercy of Americas South Central Community on Guam, Inc. in (A) Lot P19.28B-1New, Ordote-Chalan Pago, or (B) Lot No. 2418A-R3, Tai, Mangilao.

(b) **TIME LIMITS ON HOLDING REAL PROPERTY.** The Trust shall not hold any Real Property Assets for longer than three (3) years after the Effective Date. Should the Trust continue to hold Real Property Assets for more than three (3) years after the Effective Date, a Trust beneficiary may bring a motion with the Bankruptcy Court to compel the sale of the real property asset(s), and the Bankruptcy Court shall grant such motion, unless:

i. The real property asset(s) is the subject of an executed purchase agreement with a good faith buyer and the transaction is scheduled to close within 120 days;

ii. The Trustee has accepted an offer to purchase the real property asset, but the transaction is the subject of pending litigation; or

iii. The Trustee obtains permission from the Bankruptcy Court to hold the real property asset for more than three years, which permission shall be granted only for cause, including, but not limited to (i) the Trustee demonstrates the value of the real property asset will increase by at least 20% of its current value over a specific amount of time, not to exceed 12 months; (ii) an act of God or other force majeure prevents the sale of the real property asset or substantially diminishes the value of the real property asset; or (iii) a delay in selling the real property asset is otherwise in the best interest of the Trust's beneficiaries.

**6.16 FREE AND CLEAR OF INTERESTS OF TRUST REAL PROPERTY ASSETS.** On the Effective Date of the Plan, the Real Property Assets shall be sold to Trust, pursuant to Sections 105, 363, and 1123 of the Bankruptcy Code, free and clear of all liens, Claims and Interests, including those of the Archdiocese, the Catholic Entities, and Tort Claimants. The Trust is a good faith purchaser of such assets within the meaning of Section 363(m) of the Bankruptcy Code, the consideration exchanged constitutes a fair and reasonable consideration and the sale complies with the Bankruptcy Code and applicable non-bankruptcy laws. **If the Court determines at the confirmation hearing for this Plan that a person(s) other than the Debtor holds an interest in the Real Property Assets, which interest is subject to a bona fide dispute, such interest will transfer only to the proceeds of any sale by the Trust of the respective Real Property Asset(s), and in no event will any person's interest cloud title, affect the Trustee's ability to sell the Real Property Asset(s), or entitle the interested party(ies) to recourse against the Trust in excess of the net-sale proceeds of the respective Real Property Asset(s).**

## ARTICLE VII SETTLING INSURERS

**7.1 SETTLING INSURER SETTLEMENT AGREEMENT.** Any Insurance Settlement Agreements shall automatically be, and hereby are, incorporated by reference and made part of the Plan as if set forth fully herein. Upon (a) the Confirmation Order becoming a Final Order, (b) the conditions precedent in each Insurance Settlement Agreement being satisfied, and (c) subject to any termination provisions in an Insurance Settlement Agreement, any such approved Insurance Settlement Agreements shall become fully binding on the Trust, Protected Parties, the Reorganized Debtor, the Committee, Settling Insurers, the Tort Claimants, parties in interest in the Chapter 11 Case, and any of the foregoing Persons' successors and assigns. The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and consummation of the Plan.

**7.2 FREE AND CLEAR OF INTERESTS OF SETTLING INSURER POLICIES.** To the extent provided in each of the respective Insurance Settlement Agreements, and effective on the later of (i) the Effective Date of the Plan or (ii) the payment by each Settling Insurer of the

settlement payment(s) due under such agreement, each and every Settling Insurer Policy issued to the Debtor shall be sold to the issuing Settling Insurer pursuant to Sections 105, 363, and 1123 of the Bankruptcy Code, free and clear of all liens, Claims and Interests, including those of the Archdiocese, Catholic Entities, and Tort Claimants. To the extent set forth in certain of the Insurance Settlement Agreements and the corresponding Approval Orders, each Settling Insurer that is repurchasing any such Settling Insurer Policy is a good faith purchaser of such insurance policy within the meaning of Section 363(m) of the Bankruptcy Code, the consideration exchanged constitutes a fair and reasonable settlement of the parties' disputes and of their respective rights and obligations relating to each such Settling Insurer Policy and constitutes reasonably equivalent value, the releases in such Insurance Settlement Agreements and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws, and each such Settling Insurer Policy shall be terminated and be of no further force and effect with the issuing Settling Insurer having fully and completely performed any and all obligations under each such Settling Insurer Policy, including any performance owed to the Archdiocese and Catholic Entities, and all limits of liability of each such Settling Insurer Policy shall be exhausted. To avoid all doubt, nothing in this Section 7.2 or elsewhere in the Plan or in any related motion pursuant to Bankruptcy Rule 9019, shall authorize or effect the sale of any interest in a Settling Insurer Policy, which interest reposes in the estate of a person who is a debtor in a proceeding under Title 11 of the United States Code, unless and until the court with jurisdiction over such bankruptcy estate enters an order approving such sale.

**7.3 RESOLUTION OF CLAIMS INVOLVING SETTLING INSURERS.** The Confirmation Order shall provide that within ten (10) days after payment of the Insurance Settlement Amounts, the Debtor and the Settling Insurer(s) shall effect dismissal with prejudice of their Claims, if any, against each other in any pending adversary proceeding, with each side to bear its own fees and costs. The Archdiocese shall not be required to dismiss any adversary proceeding as against any Non-Settling Insurer. The Settling Insurers will pay to the Trust the sums set forth in their respective Insurance Settlement Agreements within the time set forth in their respective Insurance Settlement Agreements.

**7.4 JUDGMENT REDUCTION.**

(a) In any proceeding, suit, or action, , to recover or obtain insurance coverage or proceeds from a Non-Settling Insurer for a Protected Party's liability for any Tort Claim, the following shall apply:

(1) If a Non-Settling Insurer has asserted, asserts, or could assert, any Contribution Claim against a Settling Insurer, then any judgment or award obtained by any Protected Party, the Trust, or a Tort Claimant against such Non-Settling Insurer shall be automatically reduced by the amount, if any, that a court or arbitrator determine such Settling Insurer would have been liable to pay such Non-Settling Insurer as a result of its Contribution Claim, so that the Contribution Claim is thereby satisfied and extinguished entirely ("Reduction Amount"). In any action by a Protected Party, the Trust or a Tort Claimant against a Non-Settling Insurer to obtain insurance coverage or proceeds for a Tort Claim, where the Settling Insurers are not parties, the Non-Settling Insurers' Contribution Claim may be asserted as a defense, and to the extent the Non-Settling Insurers' Contribution Claim against a Settling Insurer is determined to be valid by the court

presiding over such action, the liability of the Non-Settling Insurer will be reduced dollar for dollar by the amount so determined. In the event that a reduction is not made as described above, then any Contribution Claim by any Non-Settling Insurer against any Settling Insurer will be determined by the court or arbitration proceeding in which such Contribution Claim is filed. To the extent possible, no Settling Insurer will be required to answer or otherwise respond to a complaint alleging a Contribution Claim against such Settling Insurer until such Reduction Amount is determined by such court or arbitrator(s). If, notwithstanding the foregoing, a court refuses to reduce the liability of the Non-Settling Insurer, then once the order establishing the Settling Insurer's liability for the Contribution Claim is a Final Order, the Trust shall promptly indemnify and hold harmless the Settling Insurer for such amount of any such Abuse-Related Contribution Claim.

(b) Each Settling Insurer agrees that it will not pursue any contribution claim that it might have against any other Insurer (a) whose Contribution Claim against Settling Insurers is satisfied and extinguished entirely; or (b) that does not make a Contribution Claim against the Settling Insurers, or any of them. If, in the future, a Non-Settling Insurer releases its Contribution Claims, if any such exist, that it may have against the Settling Insurers, then such released Settling Insurer shall release its Contribution Claims against such releasing Insurer.

To the extent that the Trust indemnifies the Settling Insurers, or if any Insurer asserts a Claim directly against the Trust arising from or concerning the Settling Insurer Policies, any Contribution Claim of the Settling Insurers shall be transferred to the Trust, and the Trust shall be authorized to assert the Contribution Claims of such Settling Insurer against such other Insurer.

**7.5 FURTHER ASSURANCES; NON-MATERIAL MODIFICATIONS.** From and after the Effective Date, the Reorganized Debtor and the Settling Insurers shall be authorized to enter into, execute, adopt, deliver, or implement all notes, contracts, security agreements, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements contained in this Article without further order of the Bankruptcy Court. The Reorganized Debtor and the Settling Insurers may make technical or immaterial alterations, amendments, modifications, waivers, or supplements to the terms of any Insurance Settlement Agreement. 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, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such class. An order of the Bankruptcy Court approving any amendment or modification made pursuant to this Section shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan; provided however that all amendments to the Plan shall be consistent with the terms of the AIG Insurers Settlement Agreement and Section 13.9 of this Plan.

#### **7.6 INDEMNIFICATION OBLIGATIONS.**

From and after the Effective Date, and effective upon the Trust's receipt of the Settlement Amount (as defined in any Insurance Settlement Agreement), the Trust shall defend, indemnify, and hold harmless the Settling Insurers with respect to any and all Channeled Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless the Settling Insurers from and

against all other Claims that are subject to any indemnity obligation to the Settling Insurers under any Insurance Settlement Agreement or this Plan.

The indemnification obligations of the Trust to the Settling Insurers includes Claims made by Persons over whom the Trust and/or Reorganized Debtor do not have control. The Settling Insurers shall have the right to defend any Claims identified in this Section 7.6 and shall do so in good faith in the event the Settling Insurer chooses to defend such Claims. The Settling Insurers may undertake the defense of any Claim on receipt of such Claim without affecting such indemnification obligations. The Settling Insurers shall notify the Trust and/or Reorganized Debtor, as applicable, as soon as practicable of any Claims identified in this Section 7.6 and of their choice of preferred counsel. Any obligation of the Trust or Reorganized Debtor, as applicable, to indemnify the Settling Insurer under this Section 7.6 shall not exceed the Settlement Amount set forth in the Settlement Agreement as actually paid by the corresponding Settling Insurer. In defense of any such Claims, the Settling Insurers may settle or otherwise resolve a Claim consistent with the terms of this Plan and with the prior consent of the indemnifying party, which consent shall not be unreasonably withheld.

#### **7.7 TIMING**

The injunctions, releases, and discharges to which any Settling Insurer is entitled pursuant to such Insurance Settlement Agreement, the Plan, the Confirmation Order, the Approval Orders, and the Bankruptcy Code shall only become effective when the Trust receives the Insurance Settlement Amount in full from the corresponding Settling Insurer pursuant to the terms of such Settling Insurer's Insurance Settlement Agreement.

#### **7.8 WAIVER/CONSENT.**

In consideration of the releases and Channeling Injunction, the Supplemental Settling Insurer Injunction, and other covenants set forth herein, subject to the occurrence of the Effective Date and the satisfaction of the other conditions precedent to the effectiveness of any Settlement Agreement, and upon receipt by the Trust of the settlement payments required by any Settling Insurers Settlement Agreement, each of the Protected Parties: (1) irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Claims and/or Interests it has or might have now or in the future against the other Protected Parties with respect to any contribution, subrogation, indemnification, or other similar Claim arising from or relating to released Tort Claims covered or alleged to be covered under the Settling Insurer Policies, and any Settling Insurer Policies; and (2) consents to the sale of the Protected Parties' Claims and/or Interests, if any, in the Settling Insurer Policies in accordance with the Insurance Settlement Agreements and to the contribution of the proceeds from such sale and settlement to the Trust, as provided in the Plan.

**(a)** Nothing in this Section 7.8 shall be construed to bar either (i) a Claim based on Abuse against a Person who is not a Protected Party or (ii) a Claim by such Person for insurance coverage in connection with a Claim described in the foregoing subsection (i) under an insurance policy other than the Settling Insurer Policies.

**7.9 DEBTOR WAIVER AND RELEASE OF CLAIMS.** In consideration of any payments to be made by the Settling Insurers and other consideration provided by each Settling Insurer, upon payment by the Settling Insurers of their respective settlement amounts under the corresponding Insurance Settlement Agreements, the Archdiocese irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests it has or might have now or in the future (i) under the Settling Insurer Policies issued by the Settling Insurers to the extent those Settling Insurer Policies are bought back under the Settling Insurers Settlement Agreement and this Plan; (ii) against the Settling Insurers with respect to any Tort Claim, Unknown Tort Claim, or Channeled Claim; and (iii) against the other Protected Parties with respect to any Channeled Claim. For the avoidance of doubt, the Archdiocese irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests it has or might have now or in the future under the Settling Insurer Policies issued by, subscribed to, or underwritten by the Settling Insurers, which are bought back, enjoined, and/or released, under the terms of the Settling Insurers Settlement Agreement and this Plan.

#### **7.10 SUPPLEMENTAL SETTLING INSURER INJUNCTION**

**(a) Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers.** Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchases of insurance policies or Interests in insurance policies free and clear of all interests pursuant to Section 363(f) of the Bankruptcy Code:

Any and all Persons who have held, now hold or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, Unknown Tort Claimants, perpetrators, and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Settling Insurers, or any other Person covered or allegedly covered under the Settling Insurer Policies, that directly or indirectly arise from, relate to, or are in connection with (i) any of the Settling Insurer Policies, any Claim that would have been covered under a Settling Insurer Policy but for an Insurance Settlement Agreement, any Tort Claims, Direct Action Claims, Indirect Claims, Coverage Claims, and Released Claims; (ii) the payment of any of the Claims identified in (i), including Contribution Claims and Medicare Claims; (iii) Extra-Contractual Claims; and (iv) Unknown Tort Claim are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the Settling Insurers or the Settling Insurer Policies:

- 1. Commencing or continuing in any manner any action or other proceeding against the Settling Insurers or the property of the Settling Insurers;**
- 2. Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers;**



- 3. Creating, perfecting, or enforcing any lien of any kind against the Settling Insurers or the property of the Settling Insurers;**
- 4. Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurers or the property of the Settling Insurers; and**
- 5. Taking any action, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.**

For the avoidance of doubt, this Supplemental Settling Insurer Injunction bars the above-referenced actions against the Settling Insurers as to the Settling Insurer Policies but against no other person or thing. The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation. For the avoidance of doubt, this Supplemental Settling Insurer Injunction shall not apply to: (i) any Persons who are not Protected Parties but who are insured under any Other Insurance Policies, with respect to coverage under such Other Insurance Policies; (ii) any Claims of any Persons that are covered or alleged to be covered under such Other Insurance Policies, to the extent such Claims are not Tort Claims or Indirect Claims against a Protected Party.

The Supplemental Settling Insurer Injunction will not be for the benefit of Non-Settling Insurers.

The Supplemental Settling Insurer Injunction will be effective with respect to any Settling Insurers Entities as of the date that the Trust receives the Settlement Amount (as defined in any Insurance Settlement Agreement).

#### **7.11 BECOMING A SETTLING INSURER PRIOR TO THE EFFECTIVE DATE**

**(a)** The AIG Insurers Entities have agreed to contribute \$18,000,000.00 to become Settling Insurers pursuant to the AIG Insurers Settlement Agreement.

**(b)** Prior to the Effective Date, a Person may become a Settling Insurer if it (i) is an Insurer or BSA Insurer, (ii) if listed below, it agrees to pay the respective settlement amounts set forth below, or, if not listed below, reaches agreement with the Archdiocese and the UCC on its respective settlement amount; and (iii) obtains approval from the Archdiocese, the UCC, the Bankruptcy Court, and any other court with relevant jurisdiction over any respective Archdiocese Entity Insurance Policy or Other Insurance Policy, on the form of a written settlement agreement:

- (1) CNA: \$9,300,000.00;
- (2) BSA Insurers, combined contributions total not less than: \$55,000,000.00.

**(c)** Notwithstanding anything in this Plan to the contrary, no BSA Insurer who becomes a Settling Insurer (whether prior to, as of, or after the Effective Date) is eligible or entitled to purchase an Other Insurance Policy or interest therein as provided under

(i) Section 7.2 of this Plan or (ii) any other provision of the Plan or any related motion pursuant to Bankruptcy Rule 9019 which purports to authorize or require a “buyback” or “partial buyback” of such Other Insurance Policy.

(d) For the avoidance of doubt, and again notwithstanding anything in this Plan to the contrary, neither the Plan Proponents nor the Trustee will enter into any settlement (whether prior to, as of, or after the Effective Date) with a BSA Insurer that would potentially impair the interests of the BSA or any other Coinsured party under a BSA Insurance Policy (besides the Debtor), unless they first obtain approval from a court with relevant jurisdiction over such interest, including the U.S. Bankruptcy Court for the District of Delaware. Notwithstanding anything in this Plan to the contrary, neither the Debtor, Reorganized Debtor, nor the Trust is authorized to enter into any settlement with a BSA Insurer regarding an Other Insurance Policy if such settlement erodes, diminishes, or reduces the insurance policy limits available to pay any Claim asserted against the BSA and/or any of its Coinsured (except the Debtor or any AoA Entity), Local Councils and/or Chartered Organizations (except for the Debtor or any AoA Entity), without the express consent of the BSA and/or any of its Coinsured (except the Debtor or any AoA Entity), Local Councils and/or Chartered Organizations, as applicable.

## **ARTICLE VIII** **NON-SETTLING INSURERS**

### **8.1 PRESERVATION OF RIGHTS AND OBLIGATIONS.**

(a) In the event: (i) a Tort Claim is pursued in state or federal court by a Tort Claimant against a Protected Party or Non-Settling Insurer, or (ii) the Trust or the Reorganized Debtor asserts an objection to or otherwise seeks a determination of liability as to a Tort Claim, then the Protected Parties, the Trust and each Non-Settling Insurer shall retain any and all legal and factual defenses that may exist in respect to such Tort Claim and, except as set forth in Section 6.7(a)(2) and this Section 8.1, all coverage defenses. If a Tort Claimant obtains a judgment, Non-Settling Insurers retain any defenses to such Claim pursuant to the terms of Section 6.7 and Article VIII of the Plan. The rights, duties and obligations of each Non-Settling Insurer under the Non-Settling Insurer Policies with respect to Tort Claims are not impaired, altered, reduced, or diminished by: (a) the discharge in bankruptcy of the Debtor; (b) any distribution to Tort Claimants pursuant to this Plan, the Trust Agreement, and the Trust Distribution Plan; (c) the transfer of the Protected Parties' Transferred Insurance Interests; or (d) protections granted to the Protected Parties under the Plan. Non-Settling Insurers retain any defenses that they would be able to raise if the Claim for coverage were brought by the Archdiocese, the Reorganized Debtor, or any other Protected Party, except any defense regarding or arising from the assignment and transfer of the Transferred Insurance Interests. Notwithstanding the foregoing, confirmation or effectuation of the Plan shall not trigger any coverage defense, or give rise to any additional coverage defense, that did not exist prior to the Archdiocese's filing for bankruptcy or Plan confirmation, and no coverage defenses are created by the Debtor's bankruptcy or the negotiation, solicitation or confirmation of the Plan, or the terms thereof, including any treatment of, or protections afforded to, any Protected Party or Settling Insurer under the Plan. The Plan is binding on Non-Settling Insurers as provided

under this Section. Nothing in this Section 8.1 affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, or Class 3 Claimant from acting in violation of applicable law.

(b) The rights and obligations of the Archdiocese, the Reorganized Debtor, and other insureds and every Non-Settling Insurer under the terms of the Non-Settling Insurer Policies and at law (including without limitation any duty of an insured to cooperate) shall not be affected by the assessment of any Tort Claim, and shall be treated as if the Tort Claim had never been assessed for distribution purposes by the Trust.

(c) Each Non-Settling Insurer shall be entitled to all rights as are provided under the terms of its Non-Settling Insurer Policies as if the Tort Claim had never been assessed for distribution purposes by the Trust.

(d) After the Effective Date, upon consent of the Trustee, a Person may become a Settling Insurer if the Bankruptcy Court, after notice and hearing, approves the agreement between the Person, the Reorganized Debtor 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 agreement, Exhibit N shall be amended by the Trustee to include such Person. Any such Person shall have all of the rights, remedies and duties of a Settling Insurer notwithstanding that such Person originally may have been a Non-Settling Insurer under any provision of the Plan. Such rights, remedies and duties shall include the terms and conditions of the Channeling Injunction and Supplemental Settling Insurer Injunction. The Bankruptcy Court's retained jurisdiction to approve an agreement under this Article shall include jurisdiction to determine the adequacy of notice of a motion to approve such an agreement.

**8.2 ESTIMATIONS/ASSESSMENTS ARE NOT BINDING.** Estimations of Class 3 and Class 4 Claims for purposes of voting, and the determination of qualification, assignment of points, and payment of distributions of Tort Claims under the Trust Distribution Plan:

(a) Shall not (i) constitute an admission of liability by any Person with respect to such Claims; (ii) have any res judicata or collateral estoppel effect on any Person; (iii) constitute a settlement, release, accord, satisfaction, or novation of such Claims; (iv) be used by any third-party as a defense to any alleged joint liability; or (v) otherwise prejudice any rights of the Trust, Protected Parties, Settling Insurers, Non-Settling Insurers, and Claimants in all other contexts or forums;

(b) Shall be without prejudice to any and all rights of the Trust, the Archdiocese, the Reorganized Debtor, other Protected Parties, the Non-Settling Insurers and Tort Claimants in all other contexts and forums and shall not be deemed to be a determination of liability of the Archdiocese or a determination of whether, or the extent to which, such claim is covered under any Non-Settling Insurer Policy. The fact that a claim has been estimated for distribution purposes has no res judicata or collateral estoppel effect and is not a binding determination on any issue or the creation of a liquidated non-bankruptcy claim. The assessment by the Tort Claims Reviewer under the Trust Distribution Plan shall have no effect upon any "no action" provisions contained in any Non-Settling Insurer

Policy to the extent any such provision remains enforceable by a Non-Settling Insurer under applicable law. Rather, the liability of the Archdiocese, the Reorganized Debtor, or any other Protected Party and the amount owed by the Archdiocese, the Reorganized Debtor, other Protected Parties, and any Non-Settling Insurer on any Class 3 or Class 4 Claim, shall be determined by: (i) the amount of any court judgment obtained by the Class 3 or Class 4 Claimant; or (ii) through a settlement agreement either to which such Non-Settling Insurer has consented or, if such Non-Settling Insurer has not consented, a settlement agreement which does not breach any duty of the Trust, Trustee, Archdiocese, the Reorganized Debtor, or any other Protected Party to the Non-Settling Insurer under the respective Non-Settling Insurer Policy or applicable law.

**8.3 RIGHTS UNDER INSURANCE SETTLEMENT AGREEMENTS.** The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Approval Order approving such Insurance Settlement Agreement, the Plan and the Confirmation Order.

**8.4 THE PLAN IS NEUTRAL AS TO NON-SETTLING INSURER RIGHTS.** For the avoidance of doubt, solely with respect to the Non-Settling Insurers, except as set forth in Sections 6.7(a)(2) and 8.1(a) above, nothing in the Plan, the Trust Agreement, the Trust Distribution Plan, the Confirmation Order, any order approving a settlement, or any other order, judgment, conclusion of law, finding of fact, determination or statement (written or verbal) of the Bankruptcy Court (or any other Court exercising jurisdiction over this Chapter 11 case) to the contrary (including any other provision that purports to be preemptory or supervening or grants a release): (i) shall affect, impair, or prejudice the rights and defenses, of any Non-Settling Insurer against the Debtor or any other insureds under any Non-Settling Insurer Policies, including any factual or legal defenses to any claim for insurance; (ii) shall affect, impair, or prejudice the rights and defenses of any Protected Party, the Trust, or any other insureds under Non-Settling Insurer Policies in any manner, including any factual or legal defenses to any claim for insurance; (iii) shall constitute a settlement or resolution of any Protected Party's liability to a Tort Claimant; (iv) shall in any way operate to, or have the effect of, impairing or having any res judicata, collateral estoppel, or other preclusive effect on, any party's legal, equitable, or contractual rights or obligations under any Non-Settling Insurer Policy; or (v) shall otherwise determine the applicability or nonapplicability of any provision of any Non-Settling Insurer Policy and any such rights and obligations shall be determined under the Non-Settling Insurer Policy and applicable law.

**8.5 THE ARCHDIOCESE'S OBLIGATIONS SURVIVE.** Notwithstanding the transfer of the Transferred Insurance Interests to the Trust, the Archdiocese shall not be relieved of its duties or obligations under any Non-Settling Insurer Policies (except as provided to the contrary in any subsequent Insurance Settlement Agreement), and shall continue to perform such duties as required by such Non-Settling Insurer Policies and applicable law. If the Trust asserts any claim that the Archdiocese has breached such duties or obligations under the Non-Settling Insurer Policies resulting in a loss of coverage, it shall give the Archdiocese notice and an opportunity to cure any alleged breach, and in any event, the Archdiocese shall not be liable for any alleged breach resulting in a loss of coverage except to the extent that (i) the breach relates to post-Effective Date conduct of the Archdiocese, and (ii) the Archdiocese willfully or intentionally fails to comply with its continuing obligations under the Non-Settling Insurer Policies. In addition,

any such claim will not be automatically allowed; the Archdiocese will have the right to defend against such claim.

## **8.6 TRUST POWERS WITH RESPECT TO TORT CLAIMS AND NON-SETTLING INSURERS.**

(a) A Tort Claimant or the Trust, as applicable, may enter into a settlement of a Tort Claim allowed by applicable law, and may enter into an arrangement with Tort Claimant's counsel providing such counsel will receive reasonable compensation from any recovery from a Non-Settling Insurer as provided in Section 4.3.

(b) The Trustee may use the Trust Assets to prosecute litigation against the Non-Settling Insurers.

(c) If the Trust successfully resolves an insurance coverage dispute with a Non-Settling Insurer or otherwise receives a recovery of insurance proceeds relating to Tort Claim(s) from a Non-Settling Insurer, such proceeds shall become Trust Assets available to pay, and shall increase the amount available to pay, Tort Claims, pursuant to the Trust Distribution Plan. In such event, and on a periodic basis accumulating all such recoveries, the Trust shall make supplemental payments to Tort Claimants in accordance with the Trust Agreement and Trust Distribution Plan.

## **ARTICLE IX** **INSURANCE POLICIES**

**9.1 CONTINUATION OF INSURANCE POLICIES.** Except to the extent any Archdiocese Entity Insurance Policies are bought back as set forth in and pursuant to any Insurance Settlement Agreement, including the AIG Insurers Settlement Agreement, or as otherwise provided by the terms of the Plan, all Archdiocese Entity Insurance Policies shall, as applicable, either be deemed assumed by the Reorganized Debtor pursuant to Sections 365, 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code to the extent such Archdiocese Entity Insurance Policy is or was an executory contract of the Archdiocese, or continued in accordance with its terms pursuant to Section 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Archdiocese Entity Insurance Policy is not an executory contract of the Archdiocese, such that each of the parties' contractual, legal, and equitable rights under each such Archdiocese Entity Insurance Policy shall remain unaltered. All known Archdiocese Entity Insurance Policies issued and/or effective prior to April 1, 1998 are listed on Exhibit I. To the extent that any or all such Archdiocese Entity Insurance Policies are considered to be executory contracts, then the Plan shall constitute a motion to assume such Archdiocese Entity Insurance Policies in connection with the Plan. Subject to the occurrence of the Effective Date, the Confirmation Order shall approve such assumption pursuant to §§ 365(a), 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtor, the Estate, and all parties in interest in this Chapter 11 case. Unless otherwise determined by the Bankruptcy Court pursuant to an order which becomes a Non-Appealable Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Archdiocese existing as of the Effective Date with respect to any Archdiocese Entity Insurance Policy. The

Archdiocese reserves the right to seek rejection of any Archdiocese Entity Insurance Policy or other available relief prior to the Effective Date.

**ARTICLE X**  
**PROCEDURES FOR GENERAL CLAIMS ADMINISTRATION**

**10.1 RESERVATION OF RIGHTS TO OBJECT TO NON-TORT CLAIMS.** Unless a Claim is expressly described as an allowed Claim pursuant to or under the Plan, or otherwise becomes an allowed Claim prior to the Effective Date, upon the Effective Date, the Reorganized Debtor or the Trustee, as applicable, shall be deemed to have a reservation of any and all rights, Interests, and objections of the Archdiocese, the UCC, or the Estate to any and all Claims and motions or requests for the payment of or on account of Claims, whether administrative expense, priority, secured, or unsecured, including any and all rights, Interests and objections to the validity or amount of any and all alleged Claims, Liens, and Interests, whether under the Bankruptcy Code, other applicable law, or contract. The failure to object to any Claim in this Chapter 11 case shall be without prejudice to the Reorganized Debtor's or the Trustee's, as applicable, right 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.

**10.2 OBJECTIONS TO NON-TORT CLAIMS.** Prior to the Effective Date, the Archdiocese shall have the authority to pursue any objection to the allowance of any non-Tort Claim. From and after the Effective Date, the Reorganized Debtor will retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving and making distributions, if any, with respect to non-Tort Claims (including those Claims that are subject to objection by the Archdiocese as of the Effective Date); provided, however, that nothing in this Section shall affect the right of any party-in-interest (including the Reorganized Debtor and the Trustee) to object to any non-Tort Claim to the extent such objection is otherwise permitted by the Bankruptcy Code, the Bankruptcy Rules, and this Plan. Unless otherwise provided in the Plan or by order of the Bankruptcy Court, any objections to non-Tort Claims will be filed and served not later than thirty (30) days after the later of: (i) the Effective Date, or (ii) the date such Claim is filed. Such deadline or any Bankruptcy Court approved extension thereof, may be extended upon request by the Reorganized Debtor by filing a motion without any requirement to provide notice to any Person, based upon a reasonable exercise of the Reorganized Debtor's business judgment. A motion seeking to extend the deadline to object to any Claim shall not be deemed an amendment to the Plan. Notwithstanding the foregoing, there shall be no deadline for the Reorganized Debtor to object to Class 4 or Class 11 Claims (including to the extent a Class 11 Claim becomes a Class 12 Claim).

**10.3 DETERMINATION OF CLAIMS.** From and after the Effective Date, any Claim that is not a Tort Claim, and as to which a Proof of Claim or motion or request for payment was timely filed in this Chapter 11 case, or deemed timely filed by order of the Bankruptcy Court, may be determined and (so long as such determination has not been stayed, reversed, or amended, as to which determination (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired, (and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending)), liquidated pursuant to: (i) an order of the Bankruptcy Court; (ii) applicable bankruptcy law; (iii) agreement of the parties without the need for Bankruptcy Court approval; (iv) applicable 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 Archdiocese, the Reorganized Debtor, 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 Debtor or the Reorganized Debtor 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.

**10.4 NO DISTRIBUTIONS PENDING ALLOWANCE.** No payments or distributions will be made with respect to a Disputed Claim, or any portion thereof, unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by an order which has become a Non-Appealable Order, and the Disputed Claim has become an allowed Claim.

**10.5 CLAIM ESTIMATION.** To effectuate distributions pursuant to the Plan and avoid undue delay in the administration of the Chapter 11 case, with respect to Disputed Claims, the Archdiocese (if prior to the Effective Date) and the Reorganized Debtor (on and after the Effective Date), after notice and a hearing (which notice may be limited to the holder of such Disputed Claim), shall have the right to seek an order of the Bankruptcy Court or the District Court, pursuant to Section 502(c) of the Bankruptcy Code, estimating or limiting the amount of: (i) property that must be withheld from or reserved for distribution purposes on account of such Disputed Claim(s), (ii) such Claim for allowance or disallowance purposes, or (iii) such Claim for any other purpose permitted under the Bankruptcy Code; provided, however, that the Bankruptcy Court or the District Court, as applicable, shall determine: (y) whether such Claims are subject to estimation pursuant to Section 502(c) of the Bankruptcy Code, and (z) the timing and procedures for such estimation proceedings, if any, such matters being beyond the scope of the Plan.

## **ARTICLE XI** **DISTRIBUTIONS UNDER THE PLAN**

**11.1 PAYMENT DATE.** Whenever any payment or distribution to be made under the Plan shall be due on a day other than a business day, such payment or distribution shall instead be made, without interest, on the immediately following business day.

**11.2 UNDELIVERABLE DISTRIBUTIONS.** If payment or distribution to the holder of an allowed non-Tort Claim under the Plan is returned for lack of a current address for the holder or otherwise, the Reorganized Debtor shall file with the Bankruptcy Court the name, if known, and last known address of the holder and the reason for its inability to make payment. All allowed Claims paid as provided in this Section shall be deemed addressed to the same extent as if payment or distribution had been made to the holder of the allowed Claim with no recourse to the Reorganized Debtor or property of the Reorganized Debtor. If, after the passage of six (6) months, the payment or distribution still cannot be made, the Reorganized Debtor shall make the payment to the Trust. All allowed Claims paid as provided in this Section shall be deemed satisfied and released, with no recourse to the Reorganized Debtor or property of the Reorganized Debtor upon

payment to the Trust, to the same extent as if payment or distribution has been made to the holder of the allowed Claim.

**11.3 SETOFFS.** The Reorganized Debtor or the Trustee, as applicable, 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 Debtor or the Trustee, as applicable, 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 Debtor or the Trustee, as applicable, of any such Claims, rights, and Causes of Action that the Reorganized Debtor or the Trustee, as applicable, possesses against such holder.

**11.4 NO INTEREST ON CLAIMS.** Unless otherwise specifically provided for in the Plan, the Confirmation Order, or a post-petition agreement in writing between a claimant and the Archdiocese, the Reorganized Debtor, or the Trust, and approved by an order of the Bankruptcy Court, post-petition interest shall not accrue or be paid on any Claim, and claimants shall not be entitled to interest accruing on or after the Petition Date on any Claim. In addition, and without limiting the foregoing or any other provision of the Plan, Confirmation Order, or Trust Agreement, interest shall not accrue on or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final distribution is made when and if such Disputed Claim becomes an allowed Claim.

**11.5 WITHHOLDING TAXES.** The Reorganized Debtor and the Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. As a condition to making any distribution under the Plan, the Reorganized Debtor and the Trust may require that the holder of an allowed Claim provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

## **ARTICLE XII** **EFFECTIVENESS OF THE PLAN**

**12.1 CONDITIONS TO OCCURRENCE OF EFFECTIVE DATE.** The Plan shall not become effective unless and until each of the following conditions shall have been satisfied in full in accordance with the provisions specified below:

**(a) Entry of Confirmation Order.** The Confirmation Order has become a Non-Appealable Order, provided, however, that this condition may be waived if so agreed in writing by the Debtor, the UCC, and the AIG Insurers Entities;

**(b) Plan Documents.** All Schedules and Exhibits to the Plan shall have been duly completed by the Plan Proponents and filed with the Court and all agreements and releases referred to in the Plan shall have been duly executed by all parties thereto and filed with the Court, in each case in form and substance satisfactory to the Debtor, the Committee, and the Settling Insurers;



(c) **The Trust.** The Trust shall have been formed;

(d) **Funding.** The Debtor shall make the payment to the trust as provided in 5.1(b)(2)(ii); and

(e) **Approval of AIG Insurers Settlement Agreement.** The AIG Insurers Settlement Agreement, including the sale of the AIG Insurers Policies issued to the Debtor, free and clear of all interests of any person, is approved by the Confirmation Order which shall constitute the Bankruptcy Court's approval of the AIG Insurers Settlement Agreement pursuant to sections 363, 1123 and 1141 of the Bankruptcy Code and Bankruptcy Rule 9019 and shall include findings of fact and conclusions of law pertaining to such approval, in form and substance acceptable to the AIG Insurers Entities.

(f) **BSA Consultation and Consent.** The BSA shall have consultation rights with respect to the form and substance of the Confirmation Order and any further modifications to the Plan and exhibits thereto, to the extent each of these documents and modifications potentially affect the BSA; provided, however, that the BSA shall have consent rights to any modifications to Section 13.9 of this Plan.

**12.2 NOTICE OF EFFECTIVE DATE.** The Plan Proponents shall file a Notice of Effective Date with the Bankruptcy Court within three (3) days after the occurrence of the Effective Date. Such notice will include all relevant deadlines put into effect by the occurrence of the Effective Date.

**12.3 EFFECT OF NON-OCCURRENCE OF CONDITIONS.** If substantial consummation of the Plan does not occur, the Plan will be null and void in all respects and nothing contained in the Plan or the disclosure statement will: (i) constitute a waiver or release of any Claims by or against the Protected Parties or the Settling Insurers; (ii) prejudice in any manner the rights of the Protected Parties, the Trust or the Settling Insurers; or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Protected Parties or the Settling Insurers in any respect, including but not limited to, in any proceeding or case against the Debtor; or (iv) be admissible in any action, proceeding or case against the Protected Parties or Settling Insurers in any court or other forum.

### **ARTICLE XIII** **EFFECTS OF CONFIRMATION**

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

### 13.2 DISCHARGE AND INJUNCTION.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date, the Archdiocese will be discharged from, and its liability will be extinguished completely in respect to, any Claim and debt, whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, based on conduct occurring before the Confirmation Date, including, without limitation, all interest, if any, on any such Claims and debts, whether such interest accrued before or after the Petition Date, and including all Claims and debts of the kind specified in Bankruptcy Code Sections 502(g), 502(h), and 502(i), whether or not a Proof of Claim is filed or is deemed filed under the Bankruptcy Code Section 501, such Claim is allowed under Bankruptcy Code Section 502, or the holder of such Claim has accepted the Plan. Notwithstanding anything in the foregoing sentence, the injunction provided for in this Section 13.2 shall not discharge or enjoin the Debtor or Reorganized Debtor from any liabilities arising from transactions and events occurring in the ordinary course of the Debtor's business during the pendency of the case arising within the scope of 28 U.S.C. § 959.

For clarity, the Debtor is not discharged from its obligations to fund the Unknown Tort Claim Reserve or from Non-Settling Insurer Policy Claims, but recourse with respect to Non-Settling Insurer Policy Claims is limited to the proceeds of Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort Claim or Unknown Tort Claim, and any such judgments or awards will be handled in accordance with Sections 6.14(i) and (j) above.

Tort Claimants and the Trust shall be permitted to name the Archdiocese in any proceeding to resolve whether the Archdiocese has liability for Tort Claims and the amount of any such liability, solely for the purpose of obtaining insurance coverage from Non-Settling Insurers. The discharge hereunder does not apply to, and shall not limit in any way the obligations of Non-Settling Insurers to defend and pay, the Archdiocese's liability for Tort Claims under Non-Settling Insurer Policies. The limitations otherwise set forth in the Plan on a Tort Claimant's recovery will not in any way limit the Non-Settling Insurers' obligations under the Non-Settling Insurer Policies or the Tort Claimants' and/or Trust's recoveries against the Non-Settling Insurers for the Non-Settling Insurers' conduct in connection with the defense or settlement of a Tort Claim, including on any judgments in excess of the limits of a Non-Settling Insurer Policy.

**13.3 CHANNELING INJUNCTION.** Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers.

**(a) In consideration of the undertakings of the Protected Parties and Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurers, and pursuant to Section 105 of the Bankruptcy Code:**

1. any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims; and
2. all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers, including:
  - (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or Settling Insurers or against the property of any of the Protected Parties or Settling Insurers;
  - (ii) enforcing, attaching, collecting or recovering, by any manner or means, from any of the Protected Parties or Settling Insurers, or the property of any of the Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties, Settling Insurers, or any other Person;
  - (iii) creating, perfecting or enforcing any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurers, or the property of the Protected Parties or the Settling Insurers;
  - (iv) asserting, implementing or effectuating any Channeled Claim of any kind against:
    1. any obligation due any of the Protected Parties or Settling Insurers;
    2. any of the Protected Parties or Settling Insurers;  
or
    3. the property of any of the Protected Parties or Settling Insurers.
  - (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and
  - (vi) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an

**obligation due to any of the Protected Parties, the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers.**

**Notwithstanding anything to the contrary in this Article or the Plan, Tort Claimants and the Trust shall be permitted to name the Archdiocese and any other Protected Party in any proceeding to resolve whether the Archdiocese or such other Protected Party has liability for a Tort Claim, and the amount of any such liability, for the purpose of obtaining insurance coverage from Non-Settling Insurers under the Non-Settling Insurer Policies, but recourse in the proceeding is limited to the proceeds of Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort Claim, and any such judgments or awards will be turned over to the Trust for handling in accordance with Sections 6.14(i) and (j).**

**The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this Section 13.3 shall inure to the benefit of the Protected Parties and Settling Insurers. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.**

The Channeling Injunction will not be for the benefit of Non-Settling Insurers or Persons who are not Protected Parties.

The Channeling Injunction will be effective with respect to the Settling Insurers Entities as of the date that the Trust receives the amount(s) set for in Section 7.11.

**13.4 EXCULPATION; LIMITATION OF LIABILITY.** From and after the Effective Date, the Debtor, the Debtor's professionals, the Committee, the Committee's Professionals, and the Estate's officers, directors, and employees acting as fiduciaries in this case "Section 13.4 Exculpated Parties" shall not have nor incur any liability for, and shall be released from, any Claim, Cause of Action or liability to any holder of a Claim, or to any other party in interest, for any act or omission that occurred after the Petition Date through and including the Effective Date during and in connection with the administration of this Chapter 11 case (but not including transactions and event occurring in the ordinary course of the Debtor's business during the pendency of the case) including the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, and the administration of the Plan or the property to be distributed under the Plan; provided, however, this Section 13.4 shall not: (1) release or exculpate any Section 13.4 Exculpated Party from liability for any Claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Section 13.4 Exculpated Party, in each case subject to determination of such by Non-Appealable Order of a court of competent jurisdiction, (2) limit the rights of any holder of a claim or equity interest to enforce rights arising under this Plan, and (3) limit the liability of the Section 13.4 Exculpated Parties and their respective professionals for sanctions under Rule 9011 or any similar rule, statute, or doctrine as determine by Final Order of a court of competent jurisdiction. Provided,

further, that any Section 13.4 Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the UCC and the Section 13.4 Exculpated Parties shall be entitled to and granted the benefits of Section 1125(e) of the Bankruptcy Code and, as applicable, the Channeling Injunction.

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

**13.6 NO BAR ON CERTAIN CLAIMS.** Notwithstanding the foregoing, nothing in this Plan shall be construed to bar (a) a Claim based on Abuse against a Person who is not a Protected Party or a Settling Insurer (b) a Claim by such Person for insurance coverage in connection with a Claim described in the foregoing clause under an insurance policy other than the Settling Insurer Policies; or (c) a Tort Claim against a Protected Party that is not released or enjoined under the Plan, to the extent set forth herein. Notwithstanding anything to the contrary herein, nothing in the Plan, other Plan Documents, the Confirmation Order, or in any related motion pursuant to Bankruptcy Rule 9019, shall release, channel, or otherwise impair any claims belonging to the BSA, Local Councils, any Chartered Organization of the BSA (other than the Debtor and/or the AOA Entities), or any trust established pursuant to the BSA Plan, except that the BSA Trust may not assert claims against the AIG Insurers Entities for the Debtor's and/or the AOA Entities' portion of liability covered or allegedly covered by an AIG Insurers Policy.

**13.7 NO BAR ON CLAIMS AGAINST OTHER DEBTORS IN BANKRUPTCY.**

Notwithstanding anything in this Plan, including but not limited to the Supplemental Settling Insurer Injunction, the Channeling Injunction, or any Insurer Settlement Agreement, confirmation of this Plan, or approval of any Insurer Settlement Agreement, shall not be construed to bar, channel, discharge, or release: (i) any Claim asserted against a debtor in the BSA Bankruptcy or any Mixed Claim, except to the extent attributable to the Archdiocese and/or AOA Entities, or (ii) a Claim for insurance coverage by or on behalf of any other party, besides the Archdiocese and/or AOA Entities, that may be insured under a BSA insurance policy.

**13.8 LIMITATION OF RELEASES AND INJUNCTIONS.** Unless specifically stated otherwise, nothing in this Plan, including, but not limited to, the Supplemental Settling Insurer Injunction, the Channeling Injunction, or any Insurer Settlement Agreement, shall be construed or interpreted to release, waive, enjoin, or otherwise limit a Tort Claimant's or an Unknown Tort Claimant's claim(s) against any Person who is not a Protected Party. For the avoidance of doubt, the Channeling Injunction shall not: (i) benefit any Person who is not a Protected Party but who is insured or allegedly insured under any Other Insurance Policies with respect to coverage under such Other Insurance Policies; or (ii) apply to any Claim(s) of any Person that is covered or alleged to be covered under such Other Insurance Policies, to the extent such Claims are not Tort Claims or Indirect Claims against a Protected Party.

### **13.9 INTERACTION AMONG THIS PLAN AND THE BSA PLAN, BSA CONFIRMATION OPINION, AND BSA CONFIRMATION ORDER**

Nothing in this Plan, the AIG Settlement Agreement, or otherwise affirmatively authorizes the Trust, Reorganized Debtor, any Protected Party, Class 3 Claimant, or Class 4 Claimant to act in violation of applicable law or affirmatively authorizes such persons to violate or prohibits such persons from violating any relevant and operative provision(s) of the BSA Confirmation Opinion, the BSA Plan, or the BSA Confirmation Order, including the injunctions and releases provided or approved thereunder; provided, however, that no reference in this Plan to the BSA Confirmation Opinion, the BSA Plan, or the BSA Confirmation Order, including the injunctions and releases provided or approved thereunder, shall limit the rights, if any, of the Trust, Reorganized Debtor, a Class 3 Claimant, and/or a Class 4 Claimant, against a BSA Non-Settling Insurance Company, as those rights are defined by any relevant and operative provision(s) of the BSA Confirmation Opinion, the BSA Plan, and/or the BSA Confirmation Order, including the injunctions and releases provided or approved thereunder.

### **ARTICLE XIV** **INCORPORATION OF CHILD PROTECTION PROTOCOLS**

**14.1 CHILD PROTECTION PROTOCOLS.** The Child Protection Protocols, which will be supplemented, are incorporated into the Plan.

**14.2 CHILD PROTECTION PROTOCOLS.** Notwithstanding anything else in this Plan to the contrary, the failure to include the Child Protection Protocols as an exhibit to the Plan shall not delay the occurrence of the Effective Date of the Plan; provided, however, that the Trust and the Reorganized Debtor shall be obligated, within 60 days after the Effective Date, to file a finalized version of the Child Protection Protocols, which Child Protection Protocols shall be reasonably equivalent to the proposals, or some combination thereof, included with the Disclosure Statement as Exhibits 2 and 3, made by the Committee and Debtor. Within 30 days after the filing of the agreed version of the Child Protection Protocols and service on all creditors pursuant to Fed. R. Bankr. P. 2002, any party in interest may object to the proposed Child Protection Protocols on the grounds that the proposed Child Protection Protocols are not reasonably equivalent to the proposals, or a combination thereof, included with the Disclosure Statement as Exhibits 2 and 3, made by the Committee and Debtor. If no party in interest objects within 30 days after the filing of the agreed version of the Child Protection Protocols, the proposed version shall become part of this Plan. If, after notice and a hearing, the Court determines the proposed version are not reasonably equivalent to the proposals, or a combination thereof, included with the Disclosure Statement as Exhibits 2 and 3, made by the Committee and Debtor, the Court shall establish a new schedule for the Trust and Reorganized Debtor to make a revised proposal and direct such further procedures as the Court, in its discretion, shall deem just and proper.

### **ARTICLE XV** **THE REORGANIZED DEBTOR**

**15.1 CONTINUED CORPORATE EXISTENCE.** The Archdiocese will, as the Reorganized Debtor, continue to exist after the Effective Date as a separate entity in accordance with Guam Code 18 § 10101 et seq. 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 or territorial law, except as such rights may be limited and conditioned by the Plan and the documents and instruments executed and delivered in connection therewith.

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

**15.3 IDENTITY OF OFFICERS OF REORGANIZED DEBTOR.** In accordance with § 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the Persons proposed to serve as the corporate Members of the Reorganized Debtor and the persons proposed to serve as directors and officers of the Reorganized Debtor on and after the Effective Date are set forth on **Exhibit J**.

**15.4 FURTHER AUTHORIZATION.** The Reorganized Debtor shall be entitled to seek such orders, judgments, injunctions, rulings, and other assistance as it deems necessary to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan, in accordance with applicable law.

**15.5 CONTINUATION OF RETIREE BENEFITS.** On the Effective Date and for the entire duration of the period that the Debtor has obligated itself to provide such benefits, if any, the Reorganized Debtor's obligations to make payment of "Retiree Benefits," as that term is defined in 11 U.S.C. § 1114, shall continue pursuant to the same terms, and at the same level and extent as the Debtor's obligations for such benefits before the Petition Date.

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

**16.1 RETENTION OF JURISDICTION.**

(a) By the Bankruptcy Court. Pursuant to Sections 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. Sections 1334 and 157, on and after the Effective Date, the Bankruptcy Court shall retain, to the fullest extent permitted under the Bankruptcy Code: (i) original and exclusive jurisdiction over this Chapter 11 case, (ii) original, but not exclusive, jurisdiction to hear and determine all core proceedings arising under the Bankruptcy Code or arising in this Chapter 11 case, (iii) original, but not exclusive, jurisdiction to hear and make proposed findings of fact and conclusions of law in any non-core proceedings related to this Chapter 11 case and the Plan, including matters concerning the interpretation, implementation, consummation, execution, or

administration of the Plan, and (iv) exclusive jurisdiction over the interpretation and enforcement of the AIG Insurers Settlement Agreement. Subject to, but without limiting the generality of the foregoing, the Bankruptcy Court's post-Effective Date jurisdiction shall include jurisdiction:

1. over disputes concerning the ownership of Claims;
2. over disputes concerning the distribution or retention of assets under the Plan;
3. over objections to Claims, motions to allow late-filed Claims, and motions to estimate Claims;
4. over proceedings to determine the extent, validity, or priority of any Lien asserted against property of the Archdiocese, the Estate, or Trust, or property abandoned or transferred by the Archdiocese, the Estate, or the Trust;
5. over motions to approve any Insurance Settlement Agreements entered into after the Effective Date by the Trustee;
6. over matters related to the assets of the Estate or of the Trust, including the terms of the Trust, or the recovery, liquidation, or abandonment of Trust Assets and including, but not limited to determinations of the extent, validity, and priority of the Trust's interest in any Trust Asset;
7. the removal of the Trustee and the appointment of a successor Trustee;
8. over matters relating to the subordination of Claims;
9. to enter and implement such orders as may be necessary or appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
10. to consider and approve modifications of or amendments to the Plan, to cure any defects or omissions or to reconcile any inconsistencies in any order of the Bankruptcy Court, including the Confirmation Order;
11. to issue orders in aid of execution, implementation, or consummation of the Plan, including the issuance of orders enforcing any and all releases and injunctions issued under or pursuant to this Plan and any Insurance Settlement Agreement;
12. over disputes arising from or relating to the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;
13. over requests for allowance of payment of Claims entitled to priority under Sections 507(a)(2) and 503(b)(9) of the Bankruptcy Code and any objections thereto;



14. over all Fee Applications;
15. over matters concerning state, local, or federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code;
16. over conflicts and disputes among the Trust, the Reorganized Debtor, and holders of Claims, including holders of Class 3 or Class 4 Claims;
17. over disputes concerning the existence, nature, or scope of the Archdiocese's discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
18. to issue injunctions, provide declaratory relief, or grant such other legal or equitable relief as may be necessary or appropriate to restrain interference with the Plan, the Archdiocese or its property, the Reorganized Debtor or its property, the Estate or its property, the Trust or its property, Trustee, the Professionals, or the Confirmation Order;
19. to enter a Final Decree closing the Chapter 11 case;
20. to enforce all orders previously entered by the Bankruptcy Court; and
21. over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to this Chapter 11 case or the Plan, including, but not limited to, disputes arising out of or related to the Transferred Insurance Interests or the rights and obligations of the Non-Settling Insurers on and after the Effective Date.

**(b)** By the District Court. Pursuant to Sections 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. Section 1334, on and after the Effective Date, the District Court shall retain original, but not exclusive, jurisdiction to hear and determine all matters arising under the Bankruptcy Code or arising in or related to this Chapter 11 case.

**(c)** Actions to Collect Amounts Owed Pursuant to the Plan. Notwithstanding anything to the contrary in this Section, the Archdiocese, the Reorganized Debtor and the Trustee may, but are not required to, commence an adversary proceeding to collect amounts owed pursuant to the Plan for any settlements embodied in the Plan or later approved by the Bankruptcy Court, which are not paid in accordance with this Plan. Any such action may be commenced by filing a motion in aid of confirmation with the Bankruptcy Court.

**(d)** Case Closure. The existence and continued operation of the Trust shall not prevent the Bankruptcy Court from closing this Chapter 11 case. In an action involving the Trust, any costs incurred in reopening the Chapter 11 case, including any statutory fees will be paid by the Trustee from the Trust Assets in accordance with an order of the Bankruptcy Court.

**16.2 ASSUMPTION OF EXECUTORY CONTRACTS.** On the Effective Date, except for any executory contract: (i) that was previously rejected by an order of the Bankruptcy Court or otherwise pursuant to Section 365 of the Bankruptcy Code; or (ii) that is subject to a pending motion to reject before the Bankruptcy Court, and except as otherwise provided in the Plan, Confirmation Order, or Insurance Settlement Agreements, each executory contract entered into by the Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms, shall be assumed pursuant to Sections 365 and 1123 of the Bankruptcy Code, effective as of the Confirmation Date with no cure amount due. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumption pursuant to Sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

**16.3 INDEMNIFICATION OF MEMBERS, MANAGERS, OFFICERS, AND EMPLOYEES.** The obligation of the Archdiocese to indemnify any individual serving at any time on or prior to the Effective Date, as one of its officers, employees, council members, or volunteers by reason of such individual's service in such capacity, to the extent provided in any of the Archdiocese's constituent documents or by a written agreement with the Debtor or under the laws of the State of Guam pertaining to the Archdiocese, will be deemed and treated as executory contracts that are assumed by the Reorganized Debtor, pursuant to the Plan and Bankruptcy Code Section 365 as of the Effective Date, with no cure amount due. Notwithstanding the foregoing, under no circumstances will the Archdiocese, the Trust, or the Reorganized Debtor assume or be responsible for any alleged indemnification of any Person against whom the Archdiocese has determined or may, in the future, determine, that there are credible allegations of Abuse asserted against such Person or such Person has or may have engaged in some other conduct that would excuse the Reorganized Debtor from providing any indemnification to such Person.

**16.4 DEFENSE AND INDEMNITY FOR COVERED NON-TORT CLAIMS.** After the Effective Date, the Reorganized Debtor will defend and indemnify any Protected Party with respect to any Covered Non-Tort Claim and, if so required by any Insurance Settlement Agreements, will defend and indemnify the Settling Insurers with respect to any Covered Non-Tort Claims. For clarity, effective upon the Trust's receipt of the Settlement Amount (as defined in the Settling Insurers Settlement Agreement), the Reorganized Debtor shall indemnify any Settling Insurers Entities from and against all other Claims (except for Channeled Claims) that are subject to any indemnity obligation to the Settling Insurers under any Insurance Settlement. As to any Claim against the Trust that qualifies as a Covered Non-Tort Claim, the Reorganized Debtor will also undertake on behalf of the Trust the enforcement of the injunctions set forth in Articles VII and XIII, will defend the Covered Non-Tort Claim, and, if judgment is entered on such Claim, will indemnify the Trust for any liability for such Claim. The Reorganized Debtor may not seek insurance coverage for the Claims defended or indemnified under this Section from the Settling Insurers under any Settling Insurer Policy. Nothing in this provision or any other Plan provision is intended to suggest that any Person is entitled to obtain a judgment on a Covered Non-Tort Claim or Channeled Claim, that such judgment would be covered under any Settling Insurer Policy, or that any Person is entitled to seek coverage for such judgment against any Protected Party or Settling Insurer in violation of the discharge, Channeling Injunction, or Supplemental Settling Insurer Injunction, as applicable. For the avoidance of doubt, nothing contained in this Section or the Plan is intended to provide, expand, modify or add coverage for the Archdiocese or any other Protected Party under any Settling Insurer Policy to cover the Archdiocese's indemnification of any Covered Non-Tort Claims.

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

**16.6 NON-APPEALABLE ORDER.** Except as otherwise expressly provided in the Plan, any requirement in the Plan for a Non-Appealable Order may be jointly waived by the Plan Proponents upon written notice to the Bankruptcy Court provided that Plan Proponents first obtain the consent of all Settling Insurers.

**16.7 AMENDMENTS AND MODIFICATIONS.** The Plan Proponents may modify the Plan at any time prior to the confirmation hearing in accordance with Section 1127(a) of the Bankruptcy Code. After the Confirmation Date and prior to substantial consummation, the Plan Proponents may jointly modify the Plan in accordance with Section 1127(b) of the Bankruptcy Code by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court. Notwithstanding any provision of this Plan to the contrary, the provisions of Article VII and Sections 13.2 through 13.4 are intended to be an integrated set of provisions that implement and supplement the Insurance Settlement Agreements that may not be severed, waived, amended, deleted, or otherwise modified without the prior written approval of all of the Settling Insurers affected by such severance, waiver, amendment, deletion, or modification.

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

**16.9 NO WAIVER.** The failure of the Archdiocese to object to any Claim for purposes of voting shall not be deemed a waiver of the Archdiocese's, the Reorganized Debtor's, or the Trustee's right to object to such Claim, in whole or in part.

**16.10 TAX EXEMPTION.** Pursuant to Section 1146 of the Bankruptcy Code, the delivery or recording of an instrument of transfer on or after the Confirmation Date shall be deemed to be made pursuant to and under the Plan, including any such acts by the Archdiocese (if prior to the Effective Date), and the Reorganized Debtor (if on or after the Effective Date), including any subsequent transfers of property by the Reorganized Debtor, and shall not be taxed under any law imposing a stamp tax, transfer tax, state deed tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order and the Plan, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp, tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

**16.11 NON-SEVERABILITY.** Except as specifically provided herein, the terms of the Plan constitute interrelated compromises and are not severable, and no provision of the Plan may be stricken, altered, or invalidated, except by amendment of the Plan by the Plan Proponents.

**16.12 REVOCATION.** The Plan Proponents reserve the right to revoke and withdraw the Plan prior to the Confirmation Date.

**16.13 CONTROLLING DOCUMENTS.** In the event and to the extent that any provision of the Plan or Trust Agreement is inconsistent with any provision of the disclosure statement, the provisions of the Plan or Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of the Trust Agreement (other than provisions relating to the Trustee's authority to act) is inconsistent with any provision of this Plan, this Plan shall control and take precedence. In the event and to the extent that any provision of the Confirmation Order is inconsistent with any provision of the Plan or the Trust Agreement, the provisions of the Confirmation Order shall control and take precedence.

**16.14 GOVERNING LAW.** Except to the extent a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules), and unless specifically stated, the rights, duties, and obligations arising under the Plan, any agreements, documents, and instruments executed in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreements shall control) shall be governed by, and construed and enforced in accordance with, the laws of the Territory of Guam, without giving effect to conflicts of law principles.

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

If to the Archdiocese or the Reorganized Debtor:

Archbishop Michael Byrnes  
207 Archbishop FC Flores Street,  
Hagatna, Guam 96910

If to the Trust or the Trustee:

Craig Wade

[TBD]

**16.16 FILING OF ADDITIONAL DOCUMENTS.** At any time before substantial consummation, the Archdiocese, the Trust, or the Reorganized Debtor, as appropriate, may file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, or otherwise to comply with applicable law.

**16.17 POWERS OF OFFICERS.** The officers of the Archdiocese or the Reorganized Debtor, as the case may be, shall have the power to enter into or execute any documents or agreements that they deem reasonable and appropriate to effectuate the terms of the Plan.

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

**16.19 SUCCESSORS AND ASSIGNS.** The Plan shall be binding upon and inure to the benefit of the Archdiocese and its successors and assigns, including the Reorganized Debtor. The rights, benefits, and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator successor, or assign of such entity.

**16.20 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 Archdiocese 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 Archdiocese or organizational structure of the Archdiocese shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant to applicable law, without any requirement of further action by the officers of the Archdiocese.

**16.21 FINAL DECREE.** Once the Estate has been fully administered, as referred to in Bankruptcy Rule 3022, the Reorganized Debtor, Trustee or such other party as the Bankruptcy Court may designate in the Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the Chapter 11 case.

**16.22 PLAN AS SETTLEMENT COMMUNICATION.** The Plan furnishes or offers or promises to furnish (or accepts or offers or promises to accept) valuable consideration in compromising or attempting to compromise Claims and Causes of Action that are Disputed as to validity or amount (including Tort Claims, Unknown Tort Claims and the Insurance Litigation), except as otherwise provided above. Accordingly, the Plan, the disclosure statement, and any communications regarding the Plan or the disclosure statement are subject in all respects to Federal Rule of Evidence 408 and any comparable provision(s) of applicable state law precluding their use as evidence of liability for, or the validity or invalidity of, any Disputed Claim or Cause of Action. Nothing herein or in any confirmed Plan is intended to constitute a compromise of Tort Claims and unknown Tort Claims.

**16.23 OTHER RIGHTS.** Except as expressly set forth in this Plan, nothing in the Plan shall preclude any Person from asserting in any proceeding, or against any award or judgment entered in such proceeding, any and all rights that may be accorded under Guam law, or any other

applicable statutory or common law, of contribution, indemnity, reduction, credit, or setoff, arising from the settlement and resolution of the Tort Claims or Unknown Tort Claims.

**ARTICLE XVII**  
**BANKRUPTCY RULE 9019 REQUEST**

Pursuant to Bankruptcy Rule 9019 and through the Plan, the Plan Proponents request approval of all compromises and settlements included in the Plan. For the avoidance of doubt, the Plan Proponents will file a separate motion with the Court in the event they seek approval of any settlement agreement with a Settling Insurer.

**ARTICLE XVIII**  
**CONFIRMATION REQUEST**

The Plan Proponents request confirmation of the Plan under Section 1129 of the Bankruptcy Code with respect to any impaired class that does not accept the Plan or is deemed to reject the Plan. The Plan Proponents request that, notwithstanding Fed. R. Bankr. P. 3020(e), the order confirming the Plan should be effective without stay.

[Signature page for Plan of Reorganization]

Respectfully submitted,

**THE ARCHBISHOP OF AGAÑA**, a corporation  
sole

---

By: Reverend Father Romeo Convocar  
Its: Vicar General

*/s/ Ford Elsaesser*  
ELSAESSER ANDERSON, CHTD.  
Ford Elsaesser, ISB #2205  
Bruce A. Anderson, ISB #3392  
ELSAESSER ANDERSON, CHTD.  
320 East Neider Avenue, Suite 102  
Coeur d'Alene, ID 83815  
Tel: (208) 667-2900  
Fax: (208) 667-2150  
[ford@eaidaho.com](mailto:ford@eaidaho.com)  
[brucea@eaidaho.com](mailto:brucea@eaidaho.com)

John C. Terlaje  
LAW OFFICE OF JOHN C. TERLAJE  
Terlaje Professional Bldg., Suite 216  
194 Hernan Cortez Ave.  
Hagåtña, Guam 96910  
Telephone: (671) 477-8894/5  
[john@terlaje.net](mailto:john@terlaje.net)

**ATTORNEYS FOR DEBTOR AND DEBTOR-  
IN-POSSESSION**

and

[Signature page for Plan of Reorganization]

**THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS**

---

Leo Tudela  
Its: Chairperson

and

/s/ Robert T. Kugler

**STINSON, LLP**

Robert T. Kugler (#194116)

Edwin H. Caldie (#388930)

Andrew J. Glasnovich (#398366)

50 South Sixth Street, Suite 2600

Minneapolis, MN 55402

robert.kugler@stinson.com

ed.caldie@stinson.com

drew.glasnovich@stinson.com

Telephone: 612-335-1500

Facsimile: 612-335-1657

**ATTORNEYS FOR THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS  
FOR THE ARCHBISHOP OF AGAÑA**



**Exhibit A:**

**Unknown Claims Representative's Report and Recommendations**

**Exhibit B:**  
Non-Settling Insurers

1. Insurance Company of North America;
2. Hartford Accident and Indemnity Company;
3. Certain Underwriters at Lloyd's London;
4. American Re Corporation; First State Insurance Company;
5. Travelers Casualty and Surety Company, Inc.;
6. Transit Casualty Insurance Company;
7. Allianz Global Risks US Insurance Company;
8. Fireman's Ins. Co. of Newark, NJ & Commercial Casualty Ins. Co.;
9. Commercial Ins. Co. of Newark, NJ

This list is non-exhaustive and will be amended or supplemented upon discovery of other Persons who may be Non-Settling Insurers.

<b>POLICY PERIOD</b>	<b>INSURER</b>	<b>POLICY NO.</b>
9/12/50-9/12/51	Fireman's Ins. Co. of Newark, NJ & Commercial Casualty Ins. Co.	41-3621
4/1/62-4/1/63 (presumed based on secondary evidence)	Commercial Ins. Co. of Newark, NJ	Unknown
4/1/63-4/1/64 (presumed based on secondary evidence)	Commercial Ins. Co. of Newark, NJ	Unknown
4/1/63-4/1/64 (presumed based on secondary evidence)	Unknown	82-13886
4/1/64-4/1/65 (presumed based on secondary evidence)	Unknown	82-13886
4/1/65-4/1/66 (presumed based on secondary evidence)	Unknown	82-13886
1/1/1962-1/1/1963	INA	CGL191986
1/1/1963-1/1/1964	INA	CGL204680
1/1/1964-1/1/1965	INA	CGL212922
1/1/1965-1/1/1966	INA	CGL 232470
1/1/1966-1/1/1967	INA	CGL 248896
1/1/1967-1/1/1968	INA	CLP 11200
1/1/1968-1/1/1969	INA	GLP 151211

<b>POLICY PERIOD</b>	<b>INSURER</b>	<b>POLICY NO.</b>
1/1/1969-1/1/1970	INA	GLP 160981
3/2/1969-1/1/1970	INA	XBC 43198
1/1/1970-1/1/1971	INA	BLB 51323
1/1/1970-1/1/1971	INA	XBC 77302
1/1/1971-1/1/1972	INA	XBC 85370
9/21/1971-1/1/1972	Hartford	10CA43315
1/1/1972 - 1/1/1974	Hartford	10CA43303
1/1/1972 - 1/1/1974	Hartford	10HUA43302
-	Hartford	10CA43329
1/1/1974-1/1/1975	Hartford	10HUA43335
1/1/1975-1/1/1976	Hartford	10CA43342E
1/1/1976-1/1/1977	Hartford	10CA43349E
9/17/1976-9/17/1977	Lloyds' & Companies	76-10-08-02
1/1/1977-1/1/1978	Hartford	10CA43359 E
1/1/1977-1/1/1978	Am RE	M-1027493
1/1/1978-1/1/1979	INA	GLP706452
1/1/1978-1/1/1979	First State	908854
1/1/1979-1/1/1980	INA	GLP706452
1/1/1979-1/1/1980	INA	XBC 151748
1/1/1979-1/1/1980	First State	927616
1/1/1980-1/1/1981	INA	GLP706452
1/1/1980-1/1/1981	Allianz	UMB 599346
1/1/1980-1/1/1981	Aetna	01XN2438WCA
1/1/1981-1/1/1982	INA	ISC1353
1/1/1981-4/1/1982	Transit	UMB 964076
1/1/1981-1/1/1983	First State and Underwriters	931255 & 931255A
1/1/1981-1/1/1983	First State and Underwriters	931257 & 931257A

**Exhibit C:**  
**[RESERVED]**

**Exhibit D:**  
Trust Agreement and Trust Distribution Plan

**THE ARCHBISHOP OF AGAÑA SETTLEMENT TRUST AGREEMENT**

This trust agreement (the “Trust Agreement”) is made and entered into by and between the Archbishop of Agaña, a Guam corporation sole (the “Reorganized Debtor”) and \_\_\_\_\_ (the “Trustee”) pursuant to the Joint Chapter 11 Plan of Reorganization (together with any and all amendments, exhibits, and schedules, the “Plan”) filed in the Reorganized Debtor’s chapter 11 bankruptcy case, case no. 19-00010 (the “Bankruptcy Case”), before the United States District Court for the District of Guam, Bankruptcy Division (the “Bankruptcy Court”). Unless otherwise stated in this Trust Agreement, capitalized terms used in this Trust Agreement shall have the meanings as ascribed to them in the Plan, Confirmation Order, and Bankruptcy Code.

**RECITALS**

A. On the Petition Date, the debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Reorganized Debtor continues to operate its business as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

B. It is anticipated that in 2022, the Bankruptcy Court will enter an order confirming the Plan (the “Confirmation Order”).

C. The Plan anticipates the existence of the Trust and the transfer and assignment to the Trust of the Trust Assets.

D. Pursuant to the Plan, the Trust is to use the Trust Assets to pay the Class 3 Claims and carry out the purposes of the Plan.

E. The Trust is established for the benefit of the Beneficiaries of the Trust, as defined in Section 1.6 of this Trust Agreement, and is intended to qualify as a “Designated” or “Qualified Settlement Fund” within the meaning of Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code and codified at 26 C.F.R. §§ 1.468B-1 to -5.

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

**DECLARATION OF TRUST**

Subject to the occurrence of the Effective Date, the Reorganized Debtor hereby absolutely assigns to the Trust, and to its successors in trust and its successors and assigns, all rights, title, and interest of the Reorganized Debtor in and to the Trust Assets;

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

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

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

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

## ARTICLE I

### AGREEMENT OF TRUST

1.1 Creation and Name. The Reorganized Debtor hereby creates the Trust known as the “Archdiocese of Agaña Settlement Trust,” which is the Trust provided for in the Plan. In the event of any inconsistency between the Plan and this Trust Agreement, the terms of the Plan shall govern.

1.2 Purpose. The purpose of the Trust is to assume responsibility for preserving, managing, and distributing Trust Assets to Class 3 Claimants, in accordance with the Trust Agreement and the requirements of the Plan and Confirmation Order, to receive assignment of the Transferred Insurance Interests from the Archdiocese, and to pursue recoveries against any Non-Settling Insurers in respect of the Transferred Insurance Interests.

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

1.4 Transfer of Confidential Information. The Trustee shall maintain the confidentiality of all documents and follow the confidentiality procedures provided for in the Bankruptcy Court’s Order (I) GRANTING EXPEDITED RELIEF; (II) ESTABLISHING DEADLINES FOR FILING PROOFS OF CLAIM; (III) APPROVING SEXUAL ABUSE PROOF OF CLAIM FORM; (IV) APPROVING FORM AND MANNER OF NOTICE; AND (V) APPROVING CONFIDENTIALITY PROCEDURES [Docket No. 51].

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

1.6 Beneficiaries. The beneficiaries of the Trust are Class 3 Claimants under the Plan whose Claims are allowed by the Tort Claims Reviewer (the “Beneficiaries”).

1.7 Acceptance of Assets and Assumption of Liabilities.

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

1.7.2 In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing Trust Assets to the Beneficiaries in accordance with the terms of this Trust Agreement, the Plan, and the Confirmation Order. The Claims of the Beneficiaries will be evaluated by the Tort Claims Reviewer in accordance with the Trust Distribution Plan, attached as Exhibit 2 to this Trust Agreement.

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

1.7.4 In furtherance of the purposes of the Trust, the Trustee assumes responsibility for (a) making payments to the Beneficiaries; (b) receiving, collecting, liquidating, maintaining, and distributing the Trust Assets; and (c) fulfilling all other obligations of the Trust under this Trust Agreement, the Plan, and the Confirmation Order. The Trust will be administered consistent with the purpose of the Trust and with no objective to continue or to engage in the conduct of a trade or business, except to the extent reasonably necessary to preserve the value of the Trust Assets or as otherwise provided in the Plan or Confirmation Order.

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

## ARTICLE II

### CORPUS OF THE TRUST

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

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

2.3 Trustee's Right to and Title and Interest in Trust Assets. Upon the transfer of the Trust Assets, the Trust succeeds to all of the Reorganized Debtor's and the Estate's right to and title and Interest in the Trust Assets, and the Reorganized Debtor and the Estate shall have no further right to, or title or Interest in or with respect to, the Trust Assets or this Trust, except as provided in this Trust Agreement, the Plan, or the Confirmation Order.

2.4 No Tax on Transfers to Trust. Pursuant to Section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Trust, including any deeds, bills of sale, or assignments executed in connection with any transfer to the Trust or receipt or disposition/sale of assets by the Trust contemplated by the Plan, shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax, or similar tax.

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

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



## ARTICLE III

### **POWERS AND DUTIES OF TRUSTEE**

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

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

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

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

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

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

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

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

3.2.7 To incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs, and expenses of administering the Trust as provided in this Trust Agreement and the Plan. These fees, costs, and expenses include: (a) the fees of bankruptcy claims and/or distribution agents, (b) the fees and costs of professionals employed by the Trustee (the "Professionals"), including without limitation the Trustee, the Tort Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors, (c) the premiums charged by insurers, including without limitation professional liability insurers, (d) reimbursement of any statutory fees and court costs incurred by the Reorganized Debtor (i) in the event the Trustee opposes the closure of the Bankruptcy

Case, from the date of the filing of any such opposition through the closure of the Bankruptcy Case or (ii) should the Trustee reopen the Bankruptcy Case in the future.

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

3.2.9 In the Trustee's discretion, to rely on the authenticity of the signature of the Tort Claims Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Tort Claims Reviewer in the administration of the Trust Distribution Plan and assessment of the Class 3 Claims without any verification or confirmation.

3.2.10 In the Trustee's discretion, as a party in interest, to seek enforcement of any provision of the Plan pertaining to the Trust.

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

3.2.12 Kramer Law LLC shall serve as the Tort Claims Reviewer for the Trustee on the terms approved by the Bankruptcy Court. The Trustee may subsequently remove any Tort Claims Reviewer for cause. For purposes of this Trust Agreement, "cause" shall mean (a) the willful and continued refusal by the Tort Claims Reviewer to perform the Tort Claims Reviewer's duties as set forth in this Trust Agreement, the Trust Distribution Plan, and the Plan, (b) gross negligence, gross misconduct, fraud, embezzlement, or theft, (c) a serious breach of fiduciary duty, or (d) other cause as the Trustee shall in good faith determine. In the event the Tort Claims Reviewer resigns, is removed, or is otherwise unable to perform the Tort Claims Reviewer's obligations, the Trustee shall have exclusive authority to appoint a new Tort Claims Reviewer. Nothing contained in this Trust Agreement shall prohibit the Trustee from also serving as the Tort Claims Reviewer if the Trustee determines that serving as both the Trustee and the Tort Claims Reviewer is in the best interest of the Trust and the Beneficiaries.

3.2.13 Frank Pangelinan of Latte Stone Properties shall serve as the real estate advisor for the Trust. The Trustee may subsequently remove the real estate advisor for cause like the "cause" defined in 3.2.12 above.

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

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

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

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

3.2.18 To comply with Section 345 of the Bankruptcy Code with regard to the investment of the Trust Assets. The Trustee is relieved of any obligation to diversify.

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

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

3.2.21 The Trust will assume all duties, obligations, and indemnification responsibilities outlined in the Plan.

3.2.22 To protect and enforce the rights in and to the Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity, including prosecuting, compromising, settling and collecting on the Insurance Litigation.

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

3.3.1 Guaranty any debt other than as provided for in this Trust Agreement or as required by the Plan;

3.3.2 Loan Trust Assets;

3.3.3 Make any transfer or distribution of Trust Assets other than those authorized in this Trust Agreement, the Plan, or the Confirmation Order;

3.3.4 Engage in any trade or business; or

3.3.5 Engage in any investments or activities inconsistent with the treatment of the Trust as a “Designated” or “Qualified Settlement Trust.”

3.4 Requirement to Disclose Trust Claim Information. The Trustee shall be required to disclose (i) all Trust Claim Information to the Settling Insurers, including the AIG Insurers Entities and (ii) any Trust Claim Information relating to Mixed Claims to the BSA Trust.

## ARTICLE IV

### TERMINATION OF THE TRUST

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

4.2 Post-Confirmation Termination. The Trustee shall terminate the Trust after (a) the Trustee’s liquidation, administration, and distribution of the Trust Assets in accordance with this Trust Agreement and the Plan and (b) the Trustee’s full performance of all other duties and functions set forth in this Trust Agreement and the Plan (the “Post-Confirmation Termination”). The Trust shall terminate on the earlier of (a) five years after the Effective Date or (b) the occurrence of each of the following (i) all Trust assets have been administered, and (ii) the Trustee and the Unknown Claim Representative agree that there are no more Unknown Tort Claims to be paid from the Unknown Tort Claim Reserve Fund.

4.3 Post-Confirmation Termination Procedures. After the Post-Confirmation Termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until the Trustee’s duties in this Trust Agreement and Plan have been fully performed. The Trustee shall retain the books, records, documents, and files that shall have been delivered to, or created by, the Trustee until distribution of all the Trust Assets. For purposes of this provision, the Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than Ten Thousand Dollars (\$10,000.00). At the Trustee’s discretion, all of the books, records, documents, and files may be destroyed at any time following the later of: (a) the first anniversary of the final distribution of the Trust Assets or (b) the date until which the Trustee is required by applicable law to retain the books, records, documents, and files; provided that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents, or files relating to the Trust without giving the Reorganized Debtor and the Beneficiaries reasonable prior written notice.

4.4 Post-Confirmation Termination Distribution. Upon Post-Confirmation Termination of the Trust, provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments in the Trust, if any,

including any investment earnings to a charity supporting survivors of childhood sexual abuse as set forth in the Confirmation Order.

4.5 Discharge, Exculpation, and Exoneration. Upon Post-Confirmation Termination of the Trust and accomplishment of all activities described in this Article, the Trustee and the Trustee's Professionals shall, subject to the requirements for notice and a hearing pursuant to Section 8.2 of this Trust Agreement, be discharged and exculpated from liability, and the Trustee's bond (if any), shall be exonerated except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his designated agents or representatives. The Trustee may, at the expense of the Trust, seek an order of the Bankruptcy Court confirming the discharges, exculpations, and exoneration referenced in this Section.

## ARTICLE V

### **IMMUNITY, LIABILITY, AND INDEMNIFICATION OF TRUSTEE**

5.1 Limitations on Liability. Neither the Trustee nor any of the Trustee's duly designated agents, representatives, or Professionals shall be liable for any act or omission taken or omitted by the Trustee in good faith, other than acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or the Trustee's designated agents, representatives, or Professionals. The Trustee may, in connection with the performance of the Trustee's functions, and in the Trustee's sole and absolute discretion, consult with the Trustee's Professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with the advice or opinions rendered by the Trustee's Professionals. Notwithstanding this authority, the Trustee shall be under no obligation to consult with the Trustee's Professionals, and the Trustee's good faith determination not to consult with the Trustee's Professionals shall not result in the imposition of liability on the Trustee, unless the determination is based on the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud.

5.2 No Recourse Against the Trustee Personally. No recourse shall be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, or Professional retained by the Trustee in accordance with the terms of this Trust Agreement, Plan, or Confirmation Order, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant, or trust agreement executed by the Trustee in implementation of this Trust Agreement or the Plan or by reason of the creation of any indebtedness by the Trustee under the Plan for any purposes authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that any promise, contract, instrument, undertaking, obligation, covenant, or trust agreement entered into by the Trustee, whether in writing or otherwise, shall be enforceable only against, and be satisfied only out of, the Trust Assets and shall be evidence only of a right of payment out of the Trust Assets. The Trustee may be held liable for the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability for these grounds is established, recourse may be had directly against the Trustee. The Trust will not be covered by a bond.

5.3 Indemnification. The Trustee, using Trust Assets, shall defend, indemnify, and hold harmless the Trustee, the Trustee's officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of the territory of Guam is entitled to defend, indemnify, and hold harmless its trustees, officers, directors, agents, representatives, and employees against any and all costs (including attorneys' fees and costs), judgments, awards, amounts paid in settlement, liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties under this Trust Agreement; provided that neither the Trustee nor the Trustee's officers, directors, agents, representatives, or employees shall be defended, indemnified, or held harmless in any way for any liability, expense, claim, damage, or loss for which they are ultimately held liable under Section 5.1 of this Trust Agreement.

## ARTICLE VI

### COMPENSATION AND EXPENSE REIMBURSEMENT OF TRUSTEE AND ITS AGENTS

6.1 Trustee Compensation. The Trustee shall be entitled to receive compensation from the Trust Assets as detailed in Exhibit 1.

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

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

## ARTICLE VII

### SUCCESSOR TRUSTEE

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

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

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

7.1.3 The Bankruptcy Court may remove a Trustee for cause, which cause shall include, but shall not be limited to, the factors listed in 18 Guam Code Chapter 65. The

removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Trustee shall, within thirty (30) days after such removal takes effect, or at some earlier date as the Bankruptcy Court may specify, deliver to the Successor Trustee all of the Trust Assets which were in the possession of the Trustee along with a complete list of Trust Assets and a complete accounting of all transactions engaged in by the Trustee while serving as such.

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

7.2.1 Execute and deliver by the effective date of the resignation or removal the documents, instruments, records, and other writings as may be reasonably requested by the Successor Trustee to effect the resignation or removal of the Outgoing Trustee and the conveyance of the Trust Assets to the Successor Trustee.

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

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

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

7.3 Appointment of Successor Trustee. Any vacancy in the office of the Trustee shall be filled by the nomination of a majority of the members of the UCC (notwithstanding dissolution of the UCC on the Effective Date), subject to the approval of the Bankruptcy Court, after notice to Beneficiaries and the Reorganized Debtor and a hearing. If at least three (3) members of the UCC do not participate in the nomination of the Successor Trustee within 10 days after the Outgoing Trustee resigns, is removed, or otherwise becomes unable to serve, the counsel for the majority of Tort Claimants shall designate a successor, subject to the approval of the Bankruptcy Court, after notice to Beneficiaries and the Reorganized Debtor and a hearing.

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

## ARTICLE VIII

### **TRUSTEE REPORTING AND DISCHARGE**

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

8.2 Approval of Accountings and Discharge of the Trustee. After notice and a hearing, notice of which shall be served on the Reorganized Debtor and the Beneficiaries, the Bankruptcy Court may approve the accounting and the Trustee shall be discharged from all liability, to the Trust, any Beneficiary, or any Person who has or may have a claim against the Trustee or Trust for acts or omissions in the Trustee's capacity as Trustee, except with respect to any act of gross negligence or intentional wrongdoing, related to any assets listed and transactions detailed in the accounting.

## ARTICLE IX

### **SECTION 468B SETTLEMENT FUND**

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

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

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

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



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

9.6 Broad Powers of the Trustee. The Trustee is empowered to take all actions, including any action consistent with those expressly set forth in Article IX of this Trust Agreement, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a "Designated" or "Qualified" settlement fund under Section 468B of the Tax Code and the Treasury Regulations. Further, the Trustee may, unilaterally and without order from the Bankruptcy Court, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with Article IX of this Trust Agreement, provided such amendment does not create any tax liabilities or administrative responsibilities for the Reorganized Debtor.

## ARTICLE X

### BENEFICIARIES

10.1 Register. The Trustee shall keep a register (the "Register") in which the Trustee shall at all times maintain the (i) names and addresses of the Beneficiaries and the actual distributions made to the Beneficiaries pursuant to the Plan. The Trustee may rely upon the Register for the purposes of delivering distributions or notices. In preparing and maintaining this Register, the Trustee may rely on the name and address of each holder of a Claim as set forth in a proof of claim filed by the holder, or proper notice of a name or address change, which has been delivered by the Beneficiary to the Trustee. The Trustee shall be obligated to maintain the confidentiality of all names, addresses, and any and all other personally identifying information of the Beneficiaries provided to the Trustee.

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

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

Trustee shall condition the payment of any distribution to any Beneficiary upon receipt of the number and records or documents.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

11.1 Plan Incorporation. The terms of the Plan and the Confirmation Order are incorporated into and made part of this Trust Agreement as if fully set forth herein. In the event of any conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall govern.

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

If to the Trust or Trustee:

If to a Beneficiary:

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

If to the Reorganized Debtor:

Archdiocese of Agaña  
with a copy to:

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

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

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

understandings within the scope of the subject matter of this Trust Agreement are, upon execution and delivery of this Trust Agreement, superseded, null, and void.

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

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

11.8 Representation. It is acknowledged that each of the parties to this Trust Agreement has reviewed this Trust Agreement and has consulted counsel, or knowingly chose not to consult counsel, before executing this Trust Agreement. Each of the parties to this Trust Agreement relied upon its own judgment and that of its counsel in executing this Trust Agreement and has not relied on, or been induced by, any representation, statement, or act by any party that is not referred to in this instrument. It is specifically acknowledged and understood that this Trust Agreement has not been submitted to, nor reviewed or approved by, the Internal Revenue Service or the taxing authorities of any state or territory of the United States of America. Each of the parties entered into this Trust Agreement voluntarily, with full knowledge of its significance, and the Trust Agreement is, in all respects, complete and final.

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Reorganized Debtor and the Trustee execute this Trust Agreement as of the \_\_\_ of \_\_\_\_\_, 2022.

**TRUSTEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ARCHBISHOP OF AGAÑA**, a Guam  
religious corporation, as Reorganized  
Debtor

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**

**TRUSTEE COMPENSATION**

Craig Wade- \$250.00 per hour

## **EXHIBIT 2**

### **ARCHBISHOP OF AGAÑA, A CORPORATION SOLE TRUST DISTRIBUTION PLAN**

#### **ARTICLE I DEFINITIONS**

##### **1.1 Capitalized Terms.**

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

#### **ARTICLE II RULES OF INTERPRETATION AND GENERAL GUIDELINES**

##### **2.1. Purpose**

This Trust Distribution Plan is designed to provide guidance to the Tort Claims Reviewer in determining the amount of each Class 3 Claim and Class 4 Claim under the Plan by assigning to each such Claim a value pursuant to the Evaluation Factors below.

##### **2.2. General Principles**

As a general principle, this Trust Distribution Plan intends to set out a procedure that provides substantially the same treatment to holders of similar Class 3 Claims and Class 4 Claims. The range of values set forth in the Evaluation Factors below and the discretion given to the Tort Claims Reviewer to determine and to adjust the value to be assigned to a particular Class 3 Claims and Class 4 Claims are intended to reflect the relative values of Class 3 Claims and Class 4 Claims.

##### **2.3. Sole and Exclusive Method**

The Evaluation Factors set forth below shall be the sole and exclusive method by which the holder of a Class 3 Claim or a Class 4 Claim may seek allowance and distribution of such Claim who elect to be treated as a Distribution Plan Claimant. Although the factors collectively comprise the methodology that must be applied in reviewing Claims, the Tort Claims Reviewer may, as indicated below, take into account considerations in addition to those identified herein when evaluating a Claim within the parameters of the delineated factors.

##### **2.4. Interpretation**

The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of these Procedures.

## **2.5. Confidentiality and Privilege**

All information that the Tort Claims Reviewer receives from any source about any Class 3 Claim or Class 4 Claim shall be held in strict confidence and, except as provided in Article 6.14 of the Plan, shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Class 3 Claimant or Class 4 Claimant (or such Claimant's counsel of record). Except as provided in Article 6.14 of the Plan, all information the Tort Claims Reviewer receives from any Class 3 Claimant or Unknown Tort Claimant (including from counsel to such Claimant) shall be subject to a mediation privilege and receipt of such information by the Tort Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

## **2.6. Tort Claims Reviewer**

Kramer Law LLC is the Tort Claims Reviewer. The Tort Claims Reviewer shall conduct a review of each of the Class 3 Claim or Class 4 Claim, according to the guidelines set forth below, shall make determinations upon which individual monetary distributions will be made subject to the Plan and the Trust Agreement.

## **ARTICLE III** **PROCEDURE**

### **3.1. Allowance of a Class 3 Claim**

A Class 3 Claim shall be allowed if the Tort Claims Reviewer determines the Class 3 Claimant proved his or her claim by a preponderance of the evidence. If necessary, the Tort Claims Reviewer can ask for additional information to make this determination. The Class 3 Claimant may refuse such a request at his or her own risk, including but not limited to disallowance of his or her Claim.

### **3.2. Claim Amount Determination**

If a Class 3 Claim is allowed, the Tort Claims Reviewer shall determine the amount of such Class 3 Claim by assigning such Class 3 Claim a value pursuant to the Evaluation Factors. The Tort Claims Reviewer shall consider all of the facts and evidence presented by the Class 3 Claimant in the Class 3 Claimant's filed proof of claim. Class 3 Claimants may supplement their filed proof of claims to provide additional information to the Tort Claims Reviewer until a plan is confirmed. Class 3 Claimants shall have no later than sixty (60) days from the Confirmation Date to provide the Tort Claims Reviewer with any additional information. The Tort Claims Reviewer may consider the credibility of the Class 3 Claimant and the facts alleged in support of the Claim and, in the Tort Claims Reviewer's sole discretion, reduce or deny the Class 3 Claim. After all Class 3 Claims have been evaluated pursuant to the Evaluation Factors, the Trustee shall determine the dollar value for each Class 3 Claim based on the Class 3 Claimant's pro rata share of the total points assigned to all Class 3 Claimants and the available funds for distribution after accounting for necessary holdbacks.

### **3.3. Determinations by the Tort Claims Reviewer**

The Tort Claims Reviewer or the Trustee shall notify each Class 3 Claimant or Class 4 Claimant in writing of the expected monetary distribution with respect to the Class 3 Claimant's claim or Class 4 Claimant's claim, which distribution may be greater or smaller than the actual distribution to be received based on the outcome of any reconsideration claims and the funds ultimately available for distribution. The Tort Claims Reviewer's determination shall be final unless the Class 3 Claimant or Class 4 Claimant makes a timely request for the point award to be reconsidered by the Tort Claims Reviewer. The Class 3 Claimant or Class 4 Claimant shall not have a right to any other appeal of the Tort Claims Reviewer's point award. Determinations shall be sent, in the case of a Claimant represented by a lawyer to the Claimant's attorney by email and, in the case of a pro se Claimant, both by email, if one is provided, and by express courier.

### **3.4. Requests for Reconsideration**

The Class 3 Claimant or Class 4 Claimant may request reconsideration by delivering a written request for reconsideration to the Tort Claims Reviewer within fourteen days (14) calendar days after the date of mailing of the notice of the preliminary monetary distribution. Each written request must be accompanied by a non-refundable check for the reconsideration fee, \$400.00 hundred dollars (\$400.00). The Class 3 Claimant or Class 4 Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request. The Class 3 Claimant's or Class 4 Claimant's monetary distribution amount may go up or down as a result of his or her request for reconsideration. The Tort Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Tort Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

### **3.5. Distribution**

Once the Tort Claims Reviewer has made all reconsideration determinations, the Trustee shall determine the dollar value of each Survivor's actual distribution based on the Class 3 Claimant's pro rata share of the total final points assigned and the available funds for distribution. From time to time, the Trustee shall determine the funds that are available for distribution and the funds that are necessary to be held back for the expenses of the Trust. If funds are available for distribution, he Trustee shall then make payment to Class 3 Claimants in accordance with the Trustee's powers and duties under Section 3.2 of the Trust Agreement. The Trustee may make multiple distributions to Claimants throughout the existence of the Trust.

### **3.6. Deceased Abuse Survivors**

The Tort Claims Reviewer shall review the claim of a deceased Class 3 Claimant without regard to the Claimant's death, except that the Tort Claims Reviewer may require evidence that the person submitting the claim on behalf of the decedent is authorized to do so.



### **3.7 Determination of Status as Unknown Claim**

The Unknown Tort Claim Representative shall determine whether a claim qualifies as an Unknown Claim under the Plan. If the Unknown Tort Claim Representative determines that a claim qualifies as an Unknown Claim, the Unknown Tort Claim Representative shall immediately notify the Debtor for the purposes of funding the Unknown Claim Reserve.

### **3.8 Allowance and Distribution to Unknown Tort Claimants**

When an Unknown Tort Claim is received by the Trustee and after it has been qualified by the Unknown Tort Claim Representative, the Tort Claims Reviewer shall assign a total point value to each Unknown Claim pursuant to the factors set forth in Article IV. After the Tort Claims Reviewer assigned points to the Unknown Tort Claim, such Claim is an allowed Claim. Holders of Unknown Tort Claims shall receive a pro rata distribution from the Unknown Claim Reserve Fund established by the Trustee. The distribution to each Unknown Tort Claimant shall be determined by taking the points assigned to each Unknown Tort Claim, divided by the combined total points assigned to all Unknown Tort Claims, multiplied by the amount held in the Unknown Tort Claim Reserve. No Unknown Tort Claimant shall receive more than he or she would have as a Class 3 Claimant. The Trustee shall make an immediate distribution in an amount as determined in the sole discretion of the Unknown Claims Representative to the holders of allowed Unknown Tort Claims immediately upon determination by the Tort Claims Reviewer, with the remaining portion of the Claim paid at the termination of the Unknown Tort Claim Reserve Fund as provided for in the Trust Agreement.

### **3.9 Establishing A Reserve for Litigation Claims**

The following procedure is the sole and exclusive method by which any Class 3 Claimant who elects treatment as a Litigation Claimant may seek distribution of such allowed Litigation Claim. Each Litigation Claimant shall submit to all of the policies and procedures set forth in this Trust Distribution Plan, except as expressly set forth in this Section 3.9. The Trust shall establish a reserve for each Litigation Claim in the amount that would have been allocated to the Claim if the Litigation Claimant had elected treatment as a Distribution Plan Claimant. The Trustee may, in his discretion, and at the same time as the Trustee makes the initial distribution to the Distribution Plan Claimants, make an initial distribution to each Litigation Claimant in an amount based on and not to exceed the reserve set for each Litigation Claim.

- a) In the event that a Litigation Claimant obtains a judgment against any Protected Party and no Non-Settling Insurer is implicated by the Litigation Claim, then the judgment will be satisfied by the Trust in the amount of such judgment against such Protected Party, up to the amount of the reserve set for that Litigation Claimant's Litigation Claim plus an additional \$1,000.
- b) In the event that any Non-Settling Insurer is implicated by the Litigation Claim, and either a settlement is achieved with such Non-Settling Insurer(s) as to such Litigation Claim or the Litigation Claimant obtains a judgment against a Protected Party and either the Trust or the Litigation Claimant obtains a recovery from any such Non-Settling Insurer(s) as to such judgment, then such recovery shall be turned over to the Trust. Such recovery shall

first go to reimburse the Trust or the Litigation Claimant, as the case may be, for all costs (including attorneys' fees) incurred in connection with pursuing the recovery against the Non-Settling Insurer(s) relating to the Litigation Claim, so long as such amounts are reasonable and were agreed to in advance by the Trust. Any amount remaining of any such recovery after such reimbursement shall be divided as follows:

- 1) If a settlement is obtained with the Debtor, Reorganized Debtor, or Non-Settling Insurer(s) on the Litigation Claim before any judgment was obtained in the Litigation Claim, then the Litigation Claimant is entitled to receive a portion of such settlement up to a maximum amount of the total amount of the reserve set for the Litigation Claim, plus 60% of the total settlement, with the remainder to go to the Trust. The 40% will be payable by the Trust only if the settlement or judgment is in an amount sufficient to pay the total amount of the reserve set for that Litigation Claimant's Claim, plus the 60%. If a settlement is obtained in an amount less than the reserve amount set for that Litigation Claimant's Claim, then the Litigation Claimant shall recover the reserve amount from Trust, plus retain the total amount of the settlement.
- 2) If a judgment is obtained on the Litigation Claim and the resolution with or judgment against the Debtor, Reorganized Debtor, or Non-Settling Insurer is obtained thereafter, then the Litigation Claimant is entitled to receive a portion of such judgment or settlement up to a maximum amount of: the total amount of the reserve set for the Litigation Claim, plus 80% of the total settlement or judgment, with the remainder to go to the Trust. The 20% will be payable by the Trust only if the settlement or judgment is in an amount sufficient to pay the reserve set for that Litigation Claimant's Claim, plus the 80%. If a settlement or judgment is obtained in an amount less than the reserve amount set for that Litigation Claimant's Claim, then the Litigation Claimant shall recover the reserve amount from Trust, plus retain the total amount of the judgment or settlement.

**3.10 Distribution of Litigation Claim Proceeds.** If any amounts are recovered by the Trust on any Litigation Claim after the distributions to the Litigation Claimant are made pursuant to Section 3.9(b), the Trust shall distribute the proceeds of such Litigation Claim to all Class 3 Claimants pursuant to Section 3.5. The Trust shall calculate each Litigation Claimant's pro rata distribution based on the points assigned for the purpose of establishes the reserve on his or her Litigation Claim.

**3.11 Special Conditions for Allowance.** No Tort Claim or Unknown Tort Claim shall be allowed unless such claimant has (i) fully responded to all questions on the Sexual Abuse Proof of Claim Form, ECF No. 168-1, as approved by the Court ECF No. 168, which questions are applicable to their Claims against any Protected Party and (ii) complied with all requests for information related to his or her Claim made by the Tort Claims Reviewer.

**ARTICLE IV**  
**GUIDELINES FOR ALLOCATION FOR ABUSE CLASS 3 CLAIMS**

**4.1. Evaluation Factors**

Each Tort Claim will be evaluated by the Tort Claims Reviewer. Each Claim will be assigned points according to the following system. The total number of points awarded in each section is left to the discretion of the Tort Claims Reviewer.

**(a) Nature of Abuse & Circumstances.** Some of these considerations may include the below factors, but the below list is not intended to be exhaustive.

(1) The duration and/or frequency of the abuse;

(2) Type of abuse: e.g. penetration, attempted penetration, masturbation, oral sex, touching under the clothing, touching over the clothing, kissing, sexualized talk;

(3) Circumstances of abuse:

(i) grooming behaviors including but not limited to special privileges, special activities, and attention, social relationship with parents, personal relationship with claimant, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by abuser or claimant or use of or exposure to pornography;

(ii) coercion or threat or use of force or violence, stalking;

(iii) relationship of claimant to perpetrator including but not limited to whether claimant was a parishioner or student, held perpetrator in high regard, whether perpetrator was in position of trust, whether perpetrator had unsupervised access to claimant, and whether claimant valued relationship with perpetrator;

(iv) location of abuse, including but not limited to isolated location, Tort Claimant's home, rectory, church, cabin, orphanage, boarding school, trip.

(v) Whether the abuse was perpetrated by an Archdiocesan priest in a setting that was not under the control or authority of a religious order.

(4) Public Nature of Abuse: Including whether the perpetration of abuse was on more than one survivor at a time and whether the Claimant was the subject of public humiliation during or surrounding the perpetration of the abuse. Examples include: (i) the perpetrator forcing other survivors to watch the perpetration of

abuse on a Claimant and (ii) public ridicule from classmates or teachers who observed grooming by the abuser.

**(b) Impact of the Abuse.** Overall, this category looks to how the abuse impacted the claimant. This includes how the abuse impacted the claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the abuse at issue resulted in legal difficulties for the claimant. Some of these considerations may include the below factors, but the below list is not intended to be exhaustive.

The Tort Claims Reviewer should consider, along with any and all other relevant factors, whether the abuse at issue manifested, or otherwise led the claimant to experience, or engage in behaviors resulting from:

(1) **Mental Health Issues:** This includes but is not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, nightmares, sleep issues, sleep disturbances, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, isolation, hollowness, regret, shame, isolation, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.

(2) **Physical Health Issues:** This includes but is not limited to physical manifestations of emotional distress, gastrointestinal issues, headaches, high blood pressure, physical manifestations of anxiety, erectile dysfunction, heart palpitations, sexually-transmitted diseases, physical damage caused by acts of abuse, reproductive damage, self-cutting and other self-injurious behavior.

(3) **Spiritual Wellbeing:** This includes but is not limited to loss of faith in God, loss of faith and trust in religion and spiritual distress.

(4) **Interpersonal Relationships:** This includes but is not limited to problems with authority figures, hypervigilance, sexual problems, marital difficulties, problems with intimacy, lack of trust, isolation, betrayal, impaired relations, secrecy, social discreditation and isolation; damage to family relationships, and fear of children or parenting.

(5) **Vocational Capacity:** This includes but is not limited to under- and un-employment, difficulty with authority figures, difficulty changing and maintaining employment, feeling of unworthiness or guilt related to financial success.

(6) **Academic Capacity:** This includes but is not limited to school behavior problems.

(7) **Legal Difficulties:** This includes but is not limited to criminal difficulties, bankruptcy, fraud.

(8) Prevention/Knowledge: Was the abuse known about by other members of the establishment?

(9) Loss of Community: This includes, but is not limited to, experiencing public denial of the abuse and shame, shunning, or physical/emotional retaliation from loved ones or friends after disclosing the abuse.

**(c) Claimant Involvement.** The Tort Claims Reviewer shall consider that all Claimants have benefited from the work and cost incurred by those Claimants who have previously asserted claims against the Archdiocese and have participated in the legal and factual development of claims against the Archdiocese.

The Tort Claims Reviewer should consider factors including but not limited to whether the Claimant has filed a lawsuit; whether the Claimant and/or the Claimant's family has been subject to a deposition or given sworn testimony, mediation or interview; whether the Claimant has participated on the Official Committee of Unsecured Creditors; and whether the Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all claimants.

## **ARTICLE V**

### **BOY SCOUTS OF AMERICA**

#### **5.1 Allowed Claims from the Boy Scouts of America Bankruptcy Case**

(a) Any assets contributed to the Trust by the Boy Scouts of America and Delaware BSA, LLC, a Local Council, and/or the BSA Insurers (the "BSA Contribution") shall only be distributed to Class 3 Claimants pursuant to the terms of this Article V.

(b) If a Class 3 Claimant is also the holder of an allowed claim in the chapter 11 bankruptcy case of the Boy Scouts of America and Delaware BSA, LLC (Bankr. D. Del. 20-10343) (Jointly Administered) (the "BSA Bankruptcy"), such Class 3 Claimant shall be entitled, in addition to the amounts allowed by Articles I-IV, to a pro rata distribution of the BSA Contribution based on the points awarded pursuant to Article IV.

(c) No Class 3 Claimant or Class 4 Claimant may receive a distribution pursuant to Article V unless the Claimant has an allowed claim in the BSA Bankruptcy. A Claimant's claim in the BSA Bankruptcy will be considered to be an allowed claim if, at the time of the distribution under this Article, the Claimant's claim has not been disallowed in the BSA Bankruptcy.

## **ARTICLE VI**

### **ADDITIONAL PROVISIONS**

#### **6.1 Reductions.**

The Tort Claims Reviewer may allow any Class 3 Claim filed after the Bar Date but before the Effective Date in his sole discretion. The points assigned to any Class 3 Claim under this

Section 6.1 pursuant to Article IV shall be reduced by 2/3, and in no event shall any Class 3 Claim allowed under this Section 6.1 receive more than \$50,000.00.

**§ 6.2 Distribution of Scholarship Voucher and Cemetery Voucher.** The Trustee shall distribute the Scholarship Voucher and Cemetery Voucher to holders of Allowed Class 3 Claims as follows:

a. Prior to making any initial distribution, the Trustee shall send correspondence to the Class 3 Claimants and request that each Class 3 Claimant opt-in to receive a Scholarship Voucher, Cemetery Voucher, or both.

b. If the number of opt-in Class 3 Claimants is less than or equal to the number of Scholarship Voucher and/or Cemetery Voucher the Trustee shall, after considering the facts and circumstances of each Class 3 Claimants request, distribute the Scholarship Voucher and/or Cemetery Voucher to the opt-in Class 3 Claimants.

c. If the number of opt-in Class 3 Claimants is greater the number of Scholarship Vouchers and/or Cemetery Vouchers the Trustee shall award the Scholarship Voucher and/or Cemetery Voucher by random lottery to the respective opt-in Class 3 Claimants. After considering the facts and circumstances of each Class 3 Claimant's request, the Trustee shall distribute the Scholarship Voucher and/or Cemetery Voucher to the opt-in Class 3 Claimants awarded a Scholarship Voucher and/or Cemetery Voucher. In no case may a Class 3 Claimant receive both a Scholarship Voucher and Cemetery Voucher under this provision 6.2(c).

d. After complying with provisions 6.2(a),(b), and (c), if the Trustee is unable to award and distribute all of the Scholarship Vouchers and/or Cemetery Vouchers, he may, in his discretion award any remaining Scholarship Voucher and/or Cemetery Voucher on a first-come-first-served basis to any Class 3 or Class 4 Claimant, with any then remaining Scholarship Voucher and/or Cemetery Voucher returned to the Reorganized Debtor upon closing of the Trust.

**EXHIBIT E**  
**Class 3 Release**  
**(see below)**

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

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

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

a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies from any and all past, present and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Tort Claims; ii) Contribution Claims; iii) Extra-Contractual Claims; iv) Settling Insurer Policies; and v) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Archdiocese's Chapter 11 case.

b. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Protected Parties with respect to their portion or share of liability for my Claims that do not implicate coverage under Non-Settling Insurer Policies.

c. Expressly reserve, and do not release, any Claims (including Tort Claims) against Protected Parties (including the Reorganized Debtor) for any Abuse that may implicate coverage under Non-Settling Insurer Policies.

d. Agree that, with respect to any Claims that I do not release hereunder that may implicate coverage under Non-Settling Insurer Policies, my recourse will be limited to the proceeds of the Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort Claim.

e. Agree that, if I recover on any judgment, award or settlement of my Tort Claim against a Protected Party for any allegations of Abuse that implicate coverage under a Non-Settling Insurer Policy, including any recovery for insurer conduct described in paragraph 2(d), the recovery will be handled in accordance with Sections 6.14(i) and (j) of the Plan and will be turned over to the Trust for handling pursuant to the terms of the Plan.

f. With respect to any Claims that are released under paragraph 2(a) or paragraph 2(b) of this release, I covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in



connection with the Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party with respect to released Tort Claims; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the released Tort Claims in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party will satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the released Tort Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement, relating to the Abuse at issue in the released Tort Claims; and (vi) I understand the Plan extinguishes any potential liability of any Protected Party for contribution or indemnity to any Person who may be held liable to me for any released Tort Claim.

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release. The undersigned has read and understands and the undersigned's lawyer has read and explained to the undersigned, the Disclosure Statement, the Plan, and the exhibits thereto, and this Release.

4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as released under this Release, and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Tort Claim(s). I intend the foregoing undertakings to comply with the principles set forth in 7 G.C.A. § 24605.

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

6. I understand and agree that any payment by the Trust to me does not constitute a determination of the amount of my Tort Claim in any litigation with any Protected Parties, Non-Settling Insurers, or other Person, and that any such payment cannot be used as evidence of a Protected Party's liability for my Tort Claim, or of the amount of my damages, in any litigation on my Tort Claim. I understand that any Protected Party's liability for, and the amount of my damages on, any Tort Claim that I am reserving and not releasing under paragraph 2(b) – (c) of this release, will be determined only by: (i) the amount of any court judgment obtained on my Tort Claim; or (ii) through a settlement agreement that does not breach the duty of any Protected Party to a Non-Settling Insurer under any applicable insurance policy or law.

7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Articles 7.10 and 13.3 for the benefit of the Settling Insurers and those injunctions contained in Article 13.3 for the benefit of the Protected Parties.

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

9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Tort Claim(s).

10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my released Tort Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that knowingly or willfully seeking or obtaining access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

11. This Release will bind my successors, heirs, assigns, agents, and representatives.

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

DATED: \_\_\_\_\_

Name of Holder: \_\_\_\_\_  
Proof of Claim No. (if  
known): \_\_\_\_\_  
John/Jane Doe No. (if known): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

**EXHIBIT F**

**Unknown Tort Claim Release**

(see attached)

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

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

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

a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies from any and all past, present and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Tort Claims; ii) Contribution Claims; iii) Extra-Contractual Claims; iv) Settling Insurer Policies; and v) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Archdiocese's Chapter 11 case.

b. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Protected Parties with respect to their portion or share of liability for my Claims that do not implicate coverage under Non-Settling Insurer Policies.

c. Expressly reserve, and do not release, any Claims (including Tort Claims) against Protected Parties (including the Reorganized Debtor) for any Abuse that may implicate coverage under Non-Settling Insurer Policies.

d. Agree that, with respect to any Claims that I do not release hereunder that may implicate coverage under Non-Settling Insurer Policies, my recourse will be limited to the proceeds of the Non-Settling Insurer Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers because of their conduct concerning insurance coverage for, or defense or settlement of, any Tort Claim.

e. Agree that, if I recover on any judgment, award or settlement of my Tort Claim against a Protected Party for any allegations of Abuse that implicate coverage under a Non-Settling Insurer Policy, including any recovery for insurer conduct described in paragraph 2(d), the recovery will be handled in accordance with Sections 6.14(i) and (j) of the Plan and will be turned over to the Trust for handling pursuant to the terms of the Plan.

f. With respect to any Claims that are released under paragraph 2(a) or paragraph 2(b) of this release, covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with the Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party with respect to released Tort Claims; (iii) to

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

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release. The undersigned has read and understands and the undersigned's lawyer has read and explained to the undersigned, the Disclosure Statement, the Plan, and the exhibits thereto, and this Release.

4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as released under this Release, and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Tort Claim(s). I intend the foregoing undertakings to comply with the principles set forth in 7 G.C.A. § 24605.

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

6. I understand and agree that any payment by the Trust to me does not constitute a determination of the amount of my Tort Claim in any litigation with any Protected Parties, Non-Settling Insurers, or other Person, and that any such payment cannot be used as evidence of a Protected Party's liability for my Tort Claim, or of the amount of my damages, in any litigation on my Tort Claim. I understand that any Protected Party's liability for, and the amount of my damages on, any Tort Claim that I am reserving and not releasing under paragraph 2(b) – (c) of this release, will be determined only by: (i) the amount of any court judgment obtained on my Tort Claim; or (ii) through a settlement agreement that does not breach the duty of any Protected Party to a Non-Settling Insurer under any applicable insurance policy or law.

7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Articles 7.10 and 13.3 for the benefit of the Settling Insurers and those injunctions contained in Article 13.3 for the benefit of the Protected Parties.

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

9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Tort Claim(s).

10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my released Tort Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that knowingly or willfully seeking or obtaining access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

11. This Release will bind my successors, heirs, assigns, agents, and representatives.

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

DATED: \_\_\_\_\_

Name of Holder: \_\_\_\_\_  
Proof of Claim No. (if  
known): \_\_\_\_\_  
John/Jane Doe No. (if known): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_



**Exhibit G:  
Real Property Transferred to Trust**

Debtor Prefix	Legal Description
<b>AGA13</b>	Lot 19-R1, Block 26, Agat
<b>AGA14</b>	Lot 8-2, Block 22, Hagatna
<b>AGA3</b>	Lot 1 NEW, Block 9, Agaña (Consolidated from Lots 1, 2, 3, 4, 15 and 16)
<b>AGA9</b>	Lot 1341-1-REM-4, Agaña
<b>AGT1</b>	Lot 306-4-2NEW, Agat
<b>AGT2</b>	Lot 5, Agat (18% undivided interest)
<b>AGT3</b>	Lots 165 and 168, Agat
<b>AHT1 &amp; AHT2</b>	Lot 19 NEW (Part) NEW-R4, Agaña Heights
<b>AHT3</b>	Lot 20 REM-3-2-1, Agaña Heights
<b>ANG1</b>	Lot 1341-1-REM-3, Hagatna
<b>ASA1</b>	Lot 240-10, Asan
<b>ASA6</b>	Lot 214-1REM, Asan
<b>ASA7</b>	Portion of Lot 11, Block 18, Tract 2025, Asan (old D18-23)
<b>AST1</b>	Lot 1NEW, Block 5, Tract 240, Dededo
<b>BAR21</b>	Lot 2346-1, Barrigada
<b>BAR25</b>	Lot 2265-Rem-8-1, Barrigada
<b>BAR22, 27 &amp; 28</b>	Lot 2364-1-7NEW; Lot 2365-1-1; and Lot 5437, Barrigada
<b>BAR35</b>	Lot 2265-REM-8-4-R1, Barrigada
<b>BAR5</b>	Lot 2264-1-2, Barrigada
<b>DED15</b>	Lot 5019A-3-5, Dededo
<b>HAG1</b>	Lot 1340-3-1, Hagatna
<b>HAG2</b>	Lot 1341-1-1 (REM), Hagatna
<b>HAG3</b>	Lot 81-REM-2, Hagatna
<b>HAG4</b>	Lot 81-REM-3, Hagatna
<b>HAG5</b>	Lot 81-REM-4, Hagatna
<b>HAG6</b>	Lot 81-REM-7, Hagatna
<b>HAG7</b>	Lot 81-REM-R8, Hagatna
<b>HAG8</b>	Lot 81-REM-8, Hagatna
<b>INA1</b>	Lot 190-R9, Inarajan
<b>INA5</b>	Lot 1-R2, Inarajan
<b>INA5a</b>	Lot 1-2, Inarajan
<b>MAC1</b>	Lot 10077-1-NEW-5, Machanao
<b>MAL1 &amp; MAL2</b>	Lot 190-2NEW, Malojloj, Inarajan
<b>MAL3</b>	190-7, Malojloj, Inarajan
<b>MAN1 &amp; MAN8</b>	Lot 2285-2-3, Mangilao
<b>MAN3</b>	Lot 3, Block 3, Tract 139, Mangilao

<b>Debtor Prefix</b>	<b>Legal Description</b>
<b>MAN6</b>	Lot 2285A, Mangilao
<b>MAN10</b>	Lot 2418 A-2-R1, Mangilao
<b>MER1A&amp;B</b>	Lot 501 (A) and Lot 501 (B), Gugae, Merizo
<b>MER2</b>	Lot 4, Merizo
<b>MER3</b>	Lot 530 Y-Pigua, Merizo
<b>MER5</b>	Lot 54-R1, Merizo
<b>MON1</b>	Lot 100-2, Mongmong
<b>ORD2A</b>	Lot 3275-3-4, Ordot
<b>ORD3-6</b>	Lot 1NEW, Tract 122, Ordot
<b>PGO10</b>	Lot 81-REM-1-R/W, Pigo, Agaña
<b>PGO11</b>	Lot 81-REM-6-R/W. Pigo, Agaña
<b>PHI1&amp;2</b>	Residential Condominium, 24th Floor, Unit D, Lotus Tower of Oriental Gardens, Cor. Pasong Tamo, Urban Ave. & Tindalo St., Pio del Pilar, Makati City, Philippines; Residential Condominium, 24th Floor, Unit F, Lotus Tower of Oriental Gardens, Cor. Pasong Tamo, Urban Ave. & Tindalo St., Pio del Pilar, Makati City, Philippines
<b>PIT1</b>	Lot 1A, Tract 318, Piti
<b>PIT2</b>	Block 8, Piti
<b>SIN13</b>	Lot 21, Block 17, Tract 232, Sinajana
<b>SIN14 &amp; SIN18</b>	Lot P19.28B-1New, Ordot-Chalan Pago
<b>SIN8</b>	Lot 1118-R1, Sinajana
<b>STR1</b>	Lot 4, Block 4, Santa Rita
<b>STR2</b>	Lot 6, Block 2, Santa Rita
<b>TAL13</b>	Portion of Lot No. 11, Tract 2931, Talofoyo, an area of 10,000 +/- square meters
<b>TAL6-9</b>	Lots 12, 13, 14 and 15, Block 13, Talofoyo
<b>TUM1</b>	Lot 5060-A, Tumon, Dededo
<b>TUM2</b>	Lot 5118-1-1, Tumon
<b>YIG3</b>	Lot 5-1, Block 4, Tract 251, Yigo
<b>YIG4</b>	Lot 7033-A, Yigo
<b>YIG5</b>	Lot 7007-3-R3 New, Yigo
<b>YON5</b>	Lot 91-1A-3-1, Yona
<b>YON6</b>	Lot 173-NEW-NEW-R2, Yona
<b>YPN1</b>	Lot 9-20, Tract 142, Ypan, Talofoyo
<b>AGT7</b>	Lot 247-2, Agat
<b>AGT8</b>	Lot 248, Agat
<b>BAR1, BAR2, BAR3, BAR4</b>	Lots 1, 2, 3, and 4, Block 2, Tract 1534, Mangilao
<b>SIN9 &amp; SIN10</b>	Lot 18 & 19, Block 1, Tract 2014, Sinajana
<b>UMA1</b>	Lot 42-3, Umatac

**Exhibit H:**

[Reserved]

**Exhibit I:**  
Archdiocese Entity Insurance Policies

INSURER	POLICY NO.	EFFECTIVE DATES
Fireman's Ins. Co. of Newark, NJ & Commercial Casualty Ins. Co.	41-3621	9/12/50-9/12/51
Commercial Ins. Co. of Newark, NJ	Unknown	4/1/62-4/1/63 (presumed based on secondary evidence)
Commercial Ins. Co. of Newark, NJ	Unknown	4/1/63-4/1/64 (presumed based on secondary evidence)
Unknown	82-13886	4/1/63-4/1/64 (presumed based on secondary evidence)
Unknown	82-13886	4/1/64-4/1/65 (presumed based on secondary evidence)
Unknown	82-13886	4/1/65-4/1/66 (presumed based on secondary evidence)
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-32493	4/1/72 to 4/1/75 ( <i>unconfirmed</i> )
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-73721	4/1/75 to 4/1/78
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-74445	4/1/78 to 4/1/81 ( <i>unconfirmed</i> )
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-75087	4/1/81 to 4/1/84
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-78156	4/1/84 to 4/1/87
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-214061	4/1/87 to 4/1/90
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-214482	4/1/90 to 4/1/93
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-215147	4/1/93 to 4/1/94
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-215459	4/1/94 to 4/1/97
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-216134	4/1/97 to 5/4/98

<b>INSURER</b>	<b>POLICY NO.</b>	<b>EFFECTIVE DATES</b>
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-216266	5/4/98 to 4/1/00
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-216632	Unknown ( <i>unconfirmed</i> )
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-217121	Unknown ( <i>unconfirmed</i> )
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-217266	7/1/04 to 7/1/07
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-217760	7/1/07 to 7/1/08
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-218169	7/1/08 to 7/1/09
National Union Fire Ins. Co. of Pittsburgh, Pa.	80-218431	7/1/09 to 7/1/10

**Exhibit J:**  
**Officers and Directors of Reorganized Debtor**

1. Archbishop Michael J. Byrnes
2. Reverend Father Romeo Convozar, Vicar General
3. Josephine Villanueva, as Finance Officer

**Exhibit K:**

**CHILD PROTECTION PROTOCOLS**

[TO BE SUPPLEMENTED]

**Exhibit L:  
BSA Insurance Policies**

<b>Policy Dates</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Limit Description</b>
1/1/1962-1/1/1963	INA	CGL191986	\$500,000 each person; \$1,000,000 each occurrence
1/1/1963-1/1/1964	INA	CGL204680	\$500,000 each person; \$1,000,000 each occurrence
1/1/1964-1/1/1965	INA	CGL212922	\$500,000 each person; \$1,000,000 each occurrence
1/1/1965-1/1/1966	INA	CGL 232470	\$500,000 each person; \$1,000,000 each occurrence
1/1/1966-1/1/1967	INA	CGL 248896	\$500,000 each person; \$1,000,000 each occurrence
1/1/1967-1/1/1968	INA	CLP 11200	\$500,000 each person; \$1,000,000 each occurrence
1/1/1968-1/1/1969	INA	GLP 151211	\$500,000 each person; \$1,000,000 each occurrence
1/1/1969-1/1/1970	INA	GLP 160981	\$500,000 each person; \$1,000,000 each occurrence
3/2/1969-1/1/1970	INA	XBC 43198	\$2,000,000 per occurrence
1/1/1970-1/1/1971	INA	BLB 51323	\$500,000 each person; \$1,000,000 each occurrence
1/1/1970-1/1/1971	INA	XBC 77302	\$2,000,000 per occurrence
1/1/1971-1/1/1972	INA	XBC 85370	\$2,000,000 per occurrence
9/21/1971- 1/1/1972	Hartford	10CA43315	\$500,000 each person; \$1,000,000 each occurrence
1/1/1972 - 1/1/1974	Hartford	10CA43303	\$500,000 each occurrence
1/1/1972 - 1/1/1974	Hartford	10HUA43302	-
-	Hartford	10CA43329	\$500,000 each occurrence; \$500,000 agg.
1/1/1974-1/1/1975	Hartford	10HUA43335	\$2,000,000 per occurrence
1/1/1975-1/1/1976	Hartford	10CA43342E	\$500,000 each occurrence
1/1/1976-1/1/1977	Hartford	10CA43349E	\$500,000 each occurrence
1/1/1976-1/1/1977	National Union	BE1151559 & BE1151554	\$10,000,000 each occurrence



<b>Policy Dates</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Limit Description</b>
9/17/1976-9/17/1977	Lloyds' & Companies	76-10-08-02	\$5,000,000 each occurrence
1/1/1977-1/1/1978	Hartford	10CA43359 E	\$1,000,000 each occurrence
1/1/1977-1/1/1978	National Union	BE121P255 & BE1151590 *	\$10,000,000 each occurrence
1/1/1977-1/1/1978	Am RE	M-1027493	\$500,000 each occurrence
1/1/1978-1/1/1979	INA	GLP706452	\$500,000 per occurrence
1/1/1978-1/1/1979	National Union	CE1157777	\$500,000 per occurrence
1/1/1978-1/1/1979	First State	908854	\$10,000,000 per occurrence
1/1/1979-1/1/1980	INA	GLP706452	\$500,000 per occurrence
1/1/1979-1/1/1980	INA	XBC 151748	\$5,000,000 per occurrence
1/1/1979-1/1/1980	First State	927616	\$5,000,000 per occurrence
1/1/1980-1/1/1981	INA	GLP706452	\$5,000,000 each occurrence
1/1/1980-1/1/1981	Allianz	UMB 599346	\$5,000,000 per occurrence
1/1/1980-1/1/1981	Aetna	01XN2438WCA	\$10,000,000 per occurrence; \$10,000,000 Aggregate
1/1/1981-1/1/1982	INA	ISC1353	\$500,000 per occurrence
1/1/1981-4/1/1982	Transit	UMB 964076	\$5,000,000 per occurrence
1/1/1981-1/1/1983	First State and Underwriters	931255 & 931255A	\$10,000,000 per occurrence
1/1/1981-1/1/1983	First State and Underwriters	931257 & 931257A	\$10,000,000 per occurrence

The BSA Insurers include, but are not limited to: Insurance Company of North America; Hartford Accident and Indemnity Company; National Union Fire Insurance Company of Pittsburgh, PA; Certain Underwriters at Lloyd's London; American Re Corporation; First State Insurance Company; Travelers Casualty and Surety Company, Inc.; Transit Casualty Insurance Company; Allianz Global Risks US Insurance Company.

**Exhibit M: List of Catholic Entities**

1. The Catholic Cemeteries of Guam, Inc.,
2. Academy of Our Lady of Guam School,
3. Father Duenas Memorial School,
4. Bishop Baumgartner Memorial School,
5. Saint Francis Catholic School,
6. Santa Barbara Catholic School,
7. San Vicente Catholic School,
8. Saint Anthony Catholic School,
9. Our Lady of Lourdes Parish,
10. Santa Bernadita Parish,
11. Santa Barbara Parish,
12. Saint Andrew Kim Parish,
13. Blessed Diego Luis de San Vitores Parish,
14. Saint Anthony and Saint Victor Parish,
15. Saint Francis Parish,
16. San Miguel Parish,
17. San Isidro Parish,
18. Saint Joseph Parish,
19. San Dimas & Our Lady of the Rosary Parish,
20. San Dionisio Parish,
21. Saint Jude Thaddeus Parish,
22. Nuestra Senora de Las Aguas Parish,
23. Immaculate Heart of Mary Parish,
24. Nuestra senora de La Paz Y Buen Viaje Parish,
25. San Juan Bautista Parish,
26. Santa Teresita Parish,
27. San Vicente and San Roque Parish,
28. Dulce Nombre De Maria Cathedral-Basilica,
29. Our Lady of the Blessed Sacrament Parish,
30. Our lady of Purification Parish,
31. Nino Perdido Y Sagrada Familia Parish,
32. Assumption of Our Lady Parish,
33. Our Lady of Guadalupe Parish,
34. Our Lady of Mount Carmel Parish, and
35. Mt. Carmel Catholic School.

**Exhibit N: Settling Insurers**

1. National Union Fire Insurance Company of Pittsburgh, Pa.;
2. American Home Assurance Company;
3. Lexington Insurance Company;
4. Landmark Insurance Company;
5. Insurance Company of the State of Pennsylvania; and
6. Any Persons added pursuant to Plan Section 8.1(d).

**Exhibit O:**  
Partitioned Real Property

<b>Debtor Prefix</b>	<b>LEGAL DESCRIPTION</b>
<b>AGT3</b>	Lots 165 and 168, Agat
<b>AHT1&amp;2</b>	Lot 19 NEW (Part) NEW-R4, Agaña Heights
<b>ASA6</b>	Lot 214-1REM, Asan
<b>ASA7</b>	Lot 11, Block 18, Tract 2025, Asan
<b>AST1</b>	Lot 1NEW, Block 5, Tract 240, Dededo
<b>BAR22, 27 &amp;28</b>	Lot 2364-1-7-NEW, Barrigada; Southeasterly portion of Lot 2364-1, situated between government road and Westerly boundary of Lot 2365, Barrigada; and Lot 5437 (Old Bullcart Trail between Lot 2364-1-7 and 2365-1-1), Barrigada
<b>BAR35</b>	Lot 2265-REM-8-4-R1, Barrigada
<b>INA5</b>	Lot 1-R2, Inarajan
<b>MAL1&amp;MAL2</b>	Lot 190-2NEW, Malojloj, Inarajan
<b>MAL3</b>	190-7, Malojloj, Inarajan
<b>MAN1 &amp;MAN8</b>	Lot 2285-2-3, Mangilao
<b>MER5</b>	Lot 54-R1, Merizo
<b>ORD3-6</b>	Lot 1NEW, Tract 122, Ordot
<b>PIT2</b>	Block 8, Piti
<b>SIN13</b>	Lot 21, Block 17, Tract 232, Sinajana
<b>SIN14&amp;SIN18</b>	Lot P19.28B-1New, Ordot-Chalan Pago
<b>SIN8</b>	Portion of Lot 1118-R1, Sinajana
<b>STR2</b>	Lot 6, Block 2, Santa Rita
<b>TUM2</b>	Lot 5118-1-1, Tumon
<b>YIG5</b>	Lot 7007-3-R3 New, Yigo
<b>YON6</b>	Lot 173-NEW-NEW-R2, Yona

**Exhibit P:**

Maps of Retain Real Property

Retained Real Property is shown by blue marks on the following maps:

[filed with the Plan but at a separate docket entry]

**Exhibit Q:  
Bank of Guam Replacement Properties**

Prefix	Legal	Only Portion Not Contained on Exhibits R/P
DED19	Lot 4-NEW, Block 4, Dededo	
DED4-11	Lot 1-New-New, Block 4, Dededo	
DED16	Lot 1-New-New, Block 4, Dededo	
DED17	Lot 1-New-New, Block 4, Dededo	
YON6	Lot 173-NEW-NEW-R2, Yona	x
YON7	Lot 174, Yona	
YON8	Lot 175, Yona	
YON9	Lot 166-Rem-1	
MER5	Lot 54-R1, Merizo	x
SIN2	Lot 2413-1, Sinajana	
SIN3	Lot 2414-1, Sinajana	
SIN14	Lot P19.28B-1New, Ordot-Chalan Pago	x
MAN10	Lot 2418 A-2-R1, Mangilao	
DED12	Lot 1 New, Block 14, Dededo	
DED13	Lot 7, Block 19, Dededo	
SIN19	Lot 10, Block 5, Tract 232, Sinajana	
AGA10	Lot 2, Block 28, Agaña	
AGA11	Lot 2, Block 28, Agaña	
AGA6	Lot 1273, Agaña	
AGA7	Lot 1275, Agaña	

## **Exhibit R:**

### **SCHOLARSHIP VOUCHERS**

1. Scholarship Vouchers cover tuition fees only, excluding all other fees, including but not limited to registration fees which will be the responsibility of the award party.
2. All students intending to use a Scholarship Voucher must be otherwise qualified to attend the particular school chosen. Scholarship Vouchers are subject to Admission Requirements, the Parent-Student Handbook, and all other policies implemented by the issuing school as well as policies implemented by the AOA Office of Catholic Education.
3. A specific number of Scholarship Vouchers will be assigned to each catholic school considering the school's viability.
4. Scholarship Vouchers will indicate the school, the grade level (elementary or high school), school year of effectivity and year of expiration.
5. Once the Scholarship Voucher is awarded to a particular student, the Scholarship Voucher is non-transferrable.
6. Scholarship Vouchers are not convertible to cash.
7. Scholarship Vouchers will terminate upon student voluntarily or involuntarily leaving the school of original attendance.
8. Scholarship Vouchers cannot be used at multiple schools.
9. Scholarship Vouchers to be used by family members of an Abuse Claimant who has executed a release.

### **ELEMENTARY SCHOLARSHIP VOUCHERS**

1. For a period of ten (10) years, three Scholarship Vouchers per Archdiocesan elementary school will be issued annually that will encompass K to 8th grade.
2. Scholarship Vouchers are valid for up to 9 years from the school year of its effectivity.
3. Using an Elementary Scholarship Voucher prior to its effectivity date to enroll a student not beginning with kindergarten waives the prior year(s) not attended, and can be used only upon the availability of the slot for that higher grade level.



**HIGH SCHOOL SCHOLARSHIP VOUCHERS**

1. For a period of ten (10) years, two Scholarship Vouchers per Archdiocesan high school will be issued annually that will encompass 9th to 12<sup>th</sup> grade
2. High school Scholarship Vouchers are valid for 4 years from its school year of effectivity.
3. Using a high school Scholarship Voucher prior to its effectivity date to enroll a student not beginning with 9<sup>th</sup> grade waives the prior year(s) not attended, and can be used only upon the availability of the slot for that higher grade level.

**ARCHDIOCESAN ELEMENTARY SCHOOLS**

Bishop Baumgartner Memorial Catholic School  
San Vicente Catholic School  
Saint Francis Catholic School  
Saint Anthony Catholic School  
Santa Barbara Catholic School

**ARCHDIOCESAN HIGH SCHOOL**

Academy of Our Lady of Guam  
Father Dueñas Memorial School

Recipient: \_\_\_\_\_

School: \_\_\_\_\_

Grade Level: \_\_\_\_\_

Year Effective: \_\_\_\_\_

**Exhibit S:**

**CEMETERY VOUCHER**

1. Cemetery Vouchers cover the cost of the cemetery plot easement only, excluding all other fees, including but not limited to pre-need interment merchandise, crypt front, crypt marker, opening closing fee, miscellaneous charges, and caskets, which will be the responsibility of the Awarded Party.
2. The Awarded Party will be required to fill out and execute the Acknowledgement of Understanding, the Pontem Professional CIMS Data Capture Form, and the Contract for Burial Rights, all of which are attached as exhibits to this voucher.
3. Once the Cemetery Easement Voucher is awarded to an Awarded Party, the Cemetery Easement Voucher is non-transferrable.
4. Cemetery Easement Vouchers are not convertible to cash.
5. Cemetery Easement Vouchers to be awarded only to an Abuse Claimant who has executed a release as set forth in the confirmed Plan of Reorganization.

**ARCHDIOCESAN CEMETERIES**

Pigo Catholic Cemetery  
Mt. Carmel Catholic Cemetery  
Holy Cross Catholic Cemetery

Awarded Party: \_\_\_\_\_  
Cemetery: \_\_\_\_\_  
Year Effective: \_\_\_\_\_

Approved By: \_\_\_\_\_