



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1

Order Filed on April 17, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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<p><i>In re:</i></p> <p>THE DIOCESE OF CAMDEN, NEW JERSEY, Debtor.</p>	<p>Chapter 11</p> <p>Case No. 20-21257 (JNP)</p>

ORDER (I) AUTHORIZING THE DEBTOR AND THE TORT COMMITTEE TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE WITH THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC., VINCENT AJUK, AND CRYSTAL MARTRELL GIBBS, (II) APPROVING THE SETTLEMENT AGREEMENT AND (III) FOR RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through and including ten (10), is hereby **ORDERED**.
DATED: April 17, 2023

Honorable Jerrold N. Poslusny, Jr.
United States Bankruptcy Court

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Debtor: The Diocese of Camden, New Jersey

Case No.: 20-21257 (JNP)

Caption: *Order (i) Authorizing the Debtor and the Tort Committee to Enter into a Settlement Agreement and Release with The National Catholic Risk Retention Group, Inc., Vincent Ajuk, and Crystal Martrell Gibbs, (ii) Approving the Settlement Agreement and (iii) For Related Relief*

This matter came before this Court on the motion (the “**Motion**”) of The Diocese of Camden, New Jersey (the “**Diocese**”) and its Official Committee of Tort Claimant Creditors (the “**Tort Committee**,” and together with the Diocese, the “**Plan Proponents**”), pursuant to Section 105(a) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002 and 9019(a), for entry of an order (i) authorizing the Plan Proponents to enter into the *Settlement Agreement and Release* (the “**Settlement Agreement**”) with The National Catholic Risk Retention Group, Inc. (“**National Catholic**”), Vincent Ajuk (“**Ajuk**”), and Crystal Martrell Gibbs (“**Gibbs**”), (ii) approving the Settlement Agreement, (iii) enjoining various claims against National Catholic; and (iii) granting such other and further relief as this Court deems just and proper; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, as amended on September 18, 2012; and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion being sufficient under the circumstances; and it appearing that no other or further notice need be provided; and no objections having been timely filed to the Motion; and after due deliberation and sufficient cause appearing therefor, it is hereby found and ordered as follows:¹

¹ All capitalized terms used but not defined herein have the meaning ascribed to them in the Motion.

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FINDINGS OF FACT AND CONCLUSIONS OF LAW²

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction over the Motion and relief requested therein, including responses and objections thereto, if any, pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), as to which this Court has the statutory and constitutional power to enter a final order. Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

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

C. The statutory predicates for the relief sought in the Motion are Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019.

Retention of Jurisdiction

D. It is necessary and appropriate for this Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order and the Settlement Agreement, and to adjudicate, if necessary, to the extent provided under 28 U.S.C. § 1334(b), any and all disputes arising from or relating to the Settlement Agreement.

Notice of the Motion

E. As evidenced by the Affidavit of Service filed with this Court and based on the

² The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

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representation of counsel at the hearing, if any, the Plan Proponents provided proper, timely, adequate and sufficient notice of the Motion and the transactions contemplated by the Settlement Agreement in accordance with Bankruptcy Rules 2002, 9007, 9014 and 9019. Such notice was good and sufficient under the particular circumstances, and no further notice is necessary.

F. The terms of the transactions contemplated by the Settlement Agreement, as well as the genesis and background of the Settlement Agreement, have been adequately disclosed to this Court.

G. All potential holders of Interests in or against National Catholic's Insurance Policies, including the Diocese and the DOC Entities and Persons who hold Claims against the Diocese and the DOC Entities, whose Claims might be covered by National Catholic's Insurance Policies, received good and sufficient notice of the settlement reflected in the Settlement Agreement.

H. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion has been afforded all interested persons and entities.

Sound Business Judgment and Reasonableness

I. The relief requested in the Motion and the transactions contemplated by the Settlement Agreement are in the best interests of, and will benefit, the Diocese's bankruptcy estate, its creditors, claimants, other parties-in-interest and/or other stakeholders. The Plan Proponents have demonstrated good, sufficient, and sound business purposes and justifications for the relief requested in the Motion and the approval of the settlement contemplated thereby.

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J. The terms and conditions of the Settlement Agreement (including the consideration to be realized by the Diocese's bankruptcy estate) are fair and reasonable and in the best interests of the Diocese and its bankruptcy estate.

K. Each payment contemplated under the Settlement Agreement, once it is paid, represents fair and reasonable consideration for the release of claims specifically set forth in the Settlement Agreement and the other provisions set forth in the Settlement Agreement. The Settlement Agreement is also in the best interests of the Diocese's claimants and other parties in interest, because (i) it is contemplated that the National Catholic Trust Settlement Amount will be paid to the Trust established under the Plan (provided that the Plan is confirmed) to pay for the Trust's expenses and to Allowed Abuse Claims in accordance with the Trust Distribution Procedures; (ii) resolves future litigation with various Class 8 Claims over the allowed amount of their claims; and (iii) resolves the last remaining objection to the Plan filed by a creditor, thereby making the Plan wholly consensual amongst the Diocese's creditor body.

L. The Diocese has demonstrated that the probability of success for the Diocese in litigation over the matters resolved by the Settlement Agreement is uncertain; that the litigation of the matters resolved by the Settlement Agreement would be complex and costly to the Diocese's bankruptcy estate; and that entry into the Settlement Agreement is necessary and appropriate to maximize the value of the Diocese's estate, is consistent with the reasonable range of potential litigation outcomes, and is in the best interests of the Diocese, its bankruptcy estate, the Diocese's creditors, and all parties in interest because, among other reasons: (i) the Settlement Agreement

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contemplates the payment of the National Catholic Trust Settlement Amount to the Trust (provided that the Plan is confirmed); and (ii) resolves litigation with various Class 8 Claims and their respective objections to the Plan.

M. The Diocese demonstrated sound business reasons for the settlement of claims: (i) against National Catholic in the Insurance Coverage Action; and (ii) by Ajuk and Gibbs as Class 8 Claimants.

N. The Settlement Agreement is the result of long-term negotiations amongst National Catholic, DOC, the Tort Committee and the DOC Entities, which began in July 2021, following the Bankruptcy Court's entry of the Mediation Order. In the Mediation, National Catholic, DOC, the Tort Committee and the DOC Entities negotiated extensively, at arms'-length, and in good faith.

O. Each payment contemplated under the Settlement Agreement provides good and valuable consideration to the Diocese's bankruptcy estate, and enables distributions to Claimants under the Plan, including, but not limited to, Abuse Claimants.

Satisfaction of 9019(a) Standard

P. In light of:

- (i) the probability of success in litigation;
- (ii) the likely difficulties in collection;
- (iii) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and
- (iv) the paramount interest of the creditors;

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the Settlement Agreement is fair and equitable and within the range of reasonable settlement terms.

Use of this Order

Q. National Catholic's decision to enter into the Settlement Agreement and not oppose the findings and determinations in the Confirmation Order does not indicate that National Catholic supports such findings and determinations. Rather, National Catholic is designated as a Settling Insurer under the Plan, and as a result, takes no position on such findings and determinations or on the Trust Distribution Procedures. As a result, this Order should not be used, whether in this proceeding or in any other proceeding, to establish that National Catholic agreed to or acquiesced in such findings and determinations with respect to the Confirmation Order or Trust Distribution Procedures in any proceeding.

Supplemental Settling Insurer Injunction

R. Issuing an injunction under Section 105(a) of the Bankruptcy Code is essential to give effect to the Settlement Agreement. The Supplemental Settling Insurer Injunction as set forth in the Plan is a necessary prerequisite for National Catholic's agreement to the terms and conditions of the Settlement Agreement, and National Catholic will not make the payment to the Trust contemplated by the Settlement Agreement in the absence of such an injunction from this Court.

S. The Interests, if any, of any other insurer to the Diocese are adequately protected because the Settlement Agreement provides that the Diocese or the Trust, as applicable, shall reduce any final judgment or final binding arbitration award, claim against, or settlement with, any

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such insurer to the extent necessary to eliminate any such insurer's Claim for contribution, subrogation, indemnification, or similar Claim against National Catholic (as provided in the Settlement Agreement).

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

1. The Motion is **GRANTED** and **APPROVED** in all respects.
2. For the reasons set forth herein and on the record at the hearing, if any, all objections to the Motion and the relief requested therein and/or granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.
3. Pursuant to Bankruptcy Rule 9019(a), the Diocese, and to the extent applicable, the Tort Committee, are authorized to enter into and consummate the Settlement Agreement, including to release claims as set forth in the Settlement Agreement. The Plan Proponents, National Catholic, the DOC Entities, Ajuk and Gibbs are each hereby authorized to take all actions and execute all documents and instruments that the Plan Proponents, National Catholic, the DOC Entities, Ajuk and Gibbs deem necessary or appropriate to implement and effectuate the Settlement Agreement.
4. The terms and provisions of the Settlement Agreement are approved in their entirety, and this Order and the Settlement Agreement shall be binding upon the Plan Proponents, National Catholic, the DOC Entities, Ajuk, Gibbs, all Persons holding Interests in National Catholic's Insurance Policies or Claims against the Diocese or the Diocese's bankruptcy estate,

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the Unknown Claims Representative and each of the Persons whose interests or demands he represents, the Tort Committee, the Diocese's insurers, any actual or potential insureds under National Catholic's Insurance Policies, Abuse Claimants, all other parties-in-interest, and, upon its creation, the Trust, and each of the foregoing entities' respective successors and assigns.

5. National Catholic shall pay the National Catholic Trust Settlement Amount, the National Catholic Ajuk Settlement Amount, and the National Catholic Gibbs Settlement Amount as provided in the Settlement Agreement.

6. Catholic Charities shall pay the Catholic Charities Ajuk Settlement Amount as provided in the Settlement Agreement.

7. Effective upon National Catholic's payment of the National Catholic Trust Settlement Amount in full, pursuant to Section 105(a) of the Bankruptcy Code, all Persons who have held or asserted, who hold or assert, or who may in the future hold or assert any Abuse Claim of any kind, whenever or wherever arising or asserted (including all thereof in the nature of or sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty), shall be and hereby are permanently stayed, restrained, and enjoined from asserting any such Abuse Claims against National Catholic and from continuing, commencing, or otherwise proceeding or taking any action against National Catholic to enforce such Abuse Claims or for the purpose of directly or indirectly collecting, recovering, or receiving payments from National Catholic to recover with respect to any such Abuse Claim.

8. The mutual releases provided for in Sections 10 and 11 of the Settlement

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Agreement are hereby approved in their entirety.

9. Any findings and conclusions set forth herein shall be considered to be ORDERED, and all directives set forth herein shall be considered findings and conclusions.

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

11. Any conflict between the terms and provisions of this Order and the Settlement Agreement shall be resolved in favor of the Settlement Agreement.

12. This Court shall, to the extent authorized by 28 U.S.C. § 1334(b), retain jurisdiction to interpret and enforce the provisions of this Order and the Settlement Agreement in all respects. Such jurisdiction shall be retained even if a Plan is confirmed and/or the Bankruptcy Case is closed, and the Bankruptcy Case may be reopened for such purpose.

13. Each and every federal, state, and local governmental agency or department is hereby directed to accept this Order in lieu of any document necessary to consummate the settlement contemplated by the Settlement Agreement and this Order.

14. The provisions of this Order are mutually dependent and are not severable.

15. Pursuant to Bankruptcy Rules 5003 and 9021 (and Fed. R. Civ. P. 58), the Clerk of this Court is directed forthwith to enter this Order on the docket of the Bankruptcy Case as a final order and judgment.

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EXHIBIT 1

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “**Agreement**”) is made this ___ day of March 2023, by and among (i) The Diocese of Camden, New Jersey, (ii) the DOC Parishes (defined below), (iii) the Other Catholic Entities (defined below), (iv) the Official Committee of Tort Claimant Creditors, (v) The National Catholic Risk Retention Group, Inc., (vi) Vincent Ajuk and (vii) Crystal Martrell Gibbs.

WHEREAS, all capitalized terms used in this “WHEREAS” section have the meaning ascribed to such term below.

WHEREAS, certain Abuse Claimants alleging injuries from Abuse assert Abuse Claims against DOC and certain DOC Entities;

WHEREAS, Gibbs filed a complaint in the Superior Court of New Jersey, Camden County, Law Division commencing the Gibbs Action, which asserts a personal injury claim against certain DOC Entities;

WHEREAS, Ajuk filed a complaint in the Superior Court of New Jersey, Camden County, Law Division commencing the Ajuk Action, which asserts amongst other things, a New Jersey Law Against Discrimination claim against DOC and certain DOC Entities;

WHEREAS, DOC and certain DOC Entities tendered Coverage Claims, as well as claims related to the Gibbs Action and the Ajuk Action, to National Catholic to seek insurance coverage for the Abuse Claims, the Gibbs Action and the Ajuk Action;

WHEREAS, National Catholic disputes coverage for the Coverage Claims, the Abuse Claims, the Gibbs Action and the Ajuk Action for several reasons;

WHEREAS, to address its liabilities for, amongst other things, the Abuse Claims, on October 1, 2020, DOC filed the Bankruptcy Case in the Bankruptcy Court;

WHEREAS, on October 21, 2020, DOC filed the Insurance Coverage Action as an adversary proceeding in the Bankruptcy Court;

WHEREAS, on October 23, 2020, the United States Trustee appointed the Tort Committee to represent the interests of Abuse Claimants in the Bankruptcy Case;

WHEREAS, National Catholic is a named defendant in the Insurance Coverage Action and disputes the substantive allegations and Coverage Claims asserted against it in the Insurance Coverage Action;

WHEREAS, DOC and the Tort Committee jointly filed the Mediation Motion;

WHEREAS, the Bankruptcy Court entered the Mediation Order appointing the Mediator and ordered the Mediation Parties to mediate the Abuse Claims and the Coverage Claims;

WHEREAS, on June 1, 2022, DOC and Tort Committee filed the Plan;

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WHEREAS, whether or not they (i) were subject to the Abuse Claims; or (ii) asserted Coverage Claims against National Catholic, DOC, on behalf of itself and its bankruptcy estate, the DOC Entities, and the Tort Committee are settling with and releasing National Catholic pursuant to this Agreement, as well as providing National Catholic with the protections set forth herein in exchange for the National Catholic Trust Settlement Amount;

WHEREAS, DOC agrees to use commercially reasonable efforts to obtain the National Catholic Settlement Approval Order and Supplemental Settling Insurer Injunction for the benefit of Settling Insurers, which will include National Catholic, pursuant to the Plan;

WHEREAS, subject to the terms and conditions of this Agreement, including, but not limited to, the Bankruptcy Court entering the orders contemplated herein, upon the Trust's receipt of the National Catholic Trust Settlement Amount, National Catholic shall be protected by the Supplemental Settling Insurer Injunction and the Channeling Injunction; and

WHEREAS, by this Agreement, the Parties intend to adopt, by way of compromise, and without prejudice to or waiver of their respective positions in other matters, without further trial or adjudication of any issues of fact or law, and without National Catholic's admission of liability or responsibility under National Catholic's Insurance Policies, a full and final settlement that releases and terminates all Interests and obligations of National Catholic, and the DOC Entities, with respect to Abuse Claims under National Catholic's Insurance Policies, including all rights, obligations, and liabilities relating to the Barred Claims and the Enjoined Claims, without prejudice to their respective positions on policy wordings or any other issues relating to the Insurance Coverage Action, the Coverage Claims, or otherwise.

NOW, THEREFORE, in full consideration of the foregoing and of the mutual agreements herein contained, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

The following definitions apply to this Agreement as well as all exhibits hereto. Each defined term stated in singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form shall include the other. The words "include," "includes," or "including" shall be deemed to be followed by the words "without limitation," and the phrase "relating to" means "with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with." The words "include," "includes," or "including," and the phrase "relating to" are not capitalized herein. This Agreement incorporates all exhibits hereto to the same extent as if fully set forth herein. All references to "Sections" are referenced to sections of this Agreement unless otherwise specified.

"Abuse" means (i) any actual, threatened, or alleged sexual conduct, misbehavior, abuse, or molestation, including any offense as defined in N.J.S.A. 2A:30B-2 and N.J.S.A. 2A:61B-1; (ii) indecent or lascivious behavior, undue familiarity, harassment, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm; (iii) contacts or interactions of a sexual nature; or (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, intimidation, or misconduct.

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“**Action**” means any lawsuit, proceeding, or other action in a court, or any arbitration.

“**Affiliates**” means all past, present, and future Persons that control, are controlled by, or are under common control with, another Person, including parents, subsidiaries, merged Persons, holding Persons, and acquired Persons, or any predecessor or successor to such Person.

“**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.

“**Ajuk Action**” means the proceeding commenced in the Superior Court of New Jersey, Camden Vicinage, Law Division by Ajuk captioned *Ajuk v. The Diocese of Camden, New Jersey, et al.* at Docket No. CAM-L-001584-20.

“**Ajuk Claims**” means any and all claims that have or could have been brought by Ajuk in the Ajuk Action against DOC or the DOC Entities and their respective Agents and Affiliates, including but not limited to Catholic Charities, Diocese of Camden, Inc., Kevin H. Hickey, and Andy Zmuda.

“**Ajuk POC**” means the proof of claim filed by Ajuk in the Bankruptcy Case at Claim No. 83, as thereafter amended at Claim No. 387.

“**Ajuk**” means Vincent Ajuk.

“**Bankruptcy Case**” means the bankruptcy case filed by DOC in the Bankruptcy Court, entitled *In re The Diocese of Camden, New Jersey*, Case Number 20-21257 (JNP).

“**Bankruptcy Code**” means chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, et seq.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of New Jersey or any other court with jurisdiction over the Bankruptcy Case.

“**Bankruptcy Notice**” means notice as required under Bankruptcy Rule 2002 and the Local Rules, sent to (i) the Office of the United States Trustee for the District of New Jersey; (ii) counsel to the Trade Committee; (iii) those parties who have filed a notice of appearance and request for service of pleadings in this case pursuant to Bankruptcy Rule 2002; (iv) DOC’s twenty largest unsecured creditors; (v) the Insurers; (vi) all holders of Abuse Claims (other than Unknown Abuse Claims) against the DOC Entities, including Tort Claims, or their attorneys, if any, who are known to the DOC Entities; (vii) counsel for Judge Michael R. Hogan, the Unknown Abuse Claims Representative; (viii) the Secretary of the Department of Health and Human Services; (ix) the United States Attorney for the District of New Jersey; (x) all Persons who, in the opinion of any Party to this Agreement, might reasonably be expected to be affected by the transactions contemplated herein, whose name must be provided to DOC within two (2) Business Days of full execution of this Agreement by all of the Parties; and (xi) all other Persons as directed by the Bankruptcy Court.

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“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as such may be amended from time to time.

“**Business Day**” means any day that is not a Saturday, Sunday, or legal holiday in the State of New Jersey.

“**Catholic Charities Ajuk Settlement Amount**” means the sum of Twenty-Five Thousand Dollars (\$25,000).

“**Catholic Charities**” means Catholic Charities, Diocese of Camden, Inc.

“**Channeling Injunction**” means a provision in an order of the Bankruptcy Court approving the channeling of all Channeled Claims to the Trust and the barring and permanent enjoinder of such claims against DOC, the DOC Entities and National Catholic.

“**Claim**” means (a) a claim as that term is defined in § 101(5) of the Bankruptcy Code; or (b) any claim, Action, assertion of right, complaint, cross-complaint, counterclaim, liabilities, obligations, rights, request, allegation, mediation, litigation, direct action, administrative proceeding, Cause of Action, Lien, encumbrances, indemnity, equitable indemnity, right of subrogation, equitable subrogation, defense, injunctive relief, controversy, contribution, exoneration, covenant, agreement, promise, act, omission, trespass, variance, damages, judgment, compensation, set-off, reimbursement, restitution, cost, expense, loss, exposure, execution, attorneys’ fee, obligation, order, affirmative defense, writ, demand, inquiry, request, directive, obligation, Proof of Claim in a bankruptcy proceeding or submitted to a trust established pursuant to the Bankruptcy Code or otherwise under a confirmed Plan or related Trust Distribution Procedure approved pursuant a confirmed Plan, government claim or Action, settlement, and/or any liability whatsoever, whether past, present or (to the extent it arises prior to the National Catholic Settlement Agreement Effective Date) future, known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct, indirect or otherwise consequential, whether in law, equity, admiralty, under the Bankruptcy Code, or otherwise, whether currently known or unknown, whether compromised, settled or reduced to a consent judgment, that may exist now or hereinafter for property damages, compensatory damages (such as loss of consortium, wrongful death, survivorship, proximate, consequential, general and special damages), punitive damages, bodily injury, personal injury, public and private claims, or any other right to relief whether sounding in tort, contract, extra-contractual or bad faith, statute, strict liability, equity, nuisance, trespass, statutory violation, wrongful entry or eviction or other eviction or other invasion of the right of private occupancy, and any amounts paid in respect of any judgment, order, decree, settlement, contract, or otherwise. A Person who holds a Claim is a “**Claimant**.” The term “**Claim**” includes all of the following:

- (i) “**Abuse Claims**” means all Claims relating to, in whole or in part, directly or indirectly, Abuse committed by any Person before the Plan Effective Date for which a DOC Entity is allegedly responsible, including any such Claim of Abuse asserted against DOC or any DOC Entity in connection with the Bankruptcy Case. The term Abuse Claims includes Unknown Abuse Claims.
- (ii) “**Barred Claims**” means all Claims enjoined by the Confirmation Order.

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- (iii) “**Channeled Claims**” means the claims channeled to the Trust.
- (iv) “**Coverage Claims**” means all Claims against National Catholic seeking insurance coverage for any Abuse Claims.
- (v) “**Direct Action Claims**” means the same as Abuse Claims, except that they are asserted against National Catholic, instead of DOC or any DOC Entity or the Trust, for the recovery of insurance proceeds.
- (vi) “**Enjoined Claims**” means all Claims enjoined by the Supplemental Settling Insurer Injunction, which shall include all Barred Claims and Extra-Contractual Claims.
- (vii) “**Extra-Contractual Claims**” means all Claims against National Catholic, in its capacity as an Insurer, seeking any type of relief other than coverage under National Catholic’s Insurance Policies, including but not limited to, Claims for compensatory, exemplary, or punitive damages, or attorneys’ fees, interest, costs, or any other type of relief, alleging, with respect to (i) any of National Catholic’s Insurance Policies; (ii) any Claim allegedly or actually covered under National Catholic’s Insurance Policies; or (iii) the conduct of National Catholic with respect to bad faith; failure to provide insurance coverage; failure or refusal to compromise and settle any Claim; 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. The term “Extra-Contractual Claims” includes any and all Claims relating to any of National Catholic’s (i) handling of any request for insurance coverage for any Claim; (ii) conduct relating to the negotiation of this Agreement; and (iii) conduct relating to the settlement of any Coverage Claim.
- (viii) “**Released Claims**” means Coverage Claims and Extra-Contractual Claims.
- (ix) “**Unknown Abuse Claim**” has the meaning ascribed to such term in the Plan.

Notwithstanding any of the foregoing definitions, nothing in this Agreement shall be deemed a release by DOC or the DOC Entities of any Claims against National Catholic relating to non-Abuse Claims, except for the Claims DOC or the DOC Entities may hold against National Catholic on account of the Ajuk Claims and the Gibbs Claims, and the Extra-Contractual Claims, which shall be released in accordance with this Agreement; provided however that neither DOC nor the DOC Entities shall seek coverage from National Catholic for any Claim enjoined by the Confirmation Order and/or the Supplemental Settling Insurer Injunction or any Claim that is barred by any Final Order entered in the Bankruptcy Case.

“**Closing Date**” means the date the National Catholic Trust Settlement Amount is received by the Trust in good and sufficient funds in accordance with Section 2.b of this Agreement.

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“Confirmation Findings and Conclusions” means the following findings of fact and conclusions of law required to be included in the Confirmation Order unless set forth in the National Catholic Settlement Approval Order:

- (i) This Agreement is the result of long-term negotiations among National Catholic, DOC, the Tort Committee and DOC Entities, which began in July 2021, following the Bankruptcy Court’s entry of the Mediation Order;
- (ii) The National Catholic Trust Settlement Amount provides good and valuable consideration to DOC’s bankruptcy estate, and enables distributions to the Abuse Claimants;
- (iii) National Catholic’s Insurance Policies are either property of DOC’s bankruptcy estate or are subject to the *in rem* jurisdiction of the Bankruptcy Court;
- (iv) The National Catholic Trust Settlement Amount is reasonable and fair consideration for the Enjoined Claims;
- (v) The National Catholic Trust Settlement Amount is necessary to the success of DOC’s reorganization because it provides funds by which Abuse Claimants may be compensated;
- (vi) The National Catholic Trust Settlement Amount provides a critical financial contribution in exchange for the Supplemental Settling Insurer Injunction and the Channeling Injunction;
- (vii) The Coverage Claims are within the non-exclusive jurisdiction of the Bankruptcy Court because such claims could enhance the estate;
- (viii) National Catholic required that it obtain the benefits of the Supplemental Settling Insurer Injunction and the Channeling Injunction as a condition of entering into this Agreement and contributing the National Catholic Trust Settlement Amount;
- (ix) The Supplemental Settling Insurer Injunction and the Channeling Injunction are necessary to this Agreement and the Plan;
- (x) The Supplemental Settling Insurer Injunction is narrowly tailored because it only enjoins the Enjoined Claims against the Settling Insurers, which includes National Catholic; and
- (xi) National Catholic’s entry into this Agreement neither reflects an objection to nor support for the Plan, Confirmation Order, or the Trust Distribution Procedures.

The Parties hereby acknowledge and agree that the proposed National Catholic Settlement Approval Order filed with the National Catholic Settlement Motion provides for the forgoing and is acceptable in both form and substance.

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“**Confirmation Order**” means an order entered by the Bankruptcy Court confirming the Plan, which order has not been stayed. The Confirmation Order shall contain all of the following provisions and no provision that is contrary to or inconsistent with this Agreement:

- (i) a provision confirming the Plan;
- (ii) a provision specifically, and individually, ordering all Persons, as set forth in the Plan, to act or refrain from acting as specified in the Plan;
- (iii) a provision ordering the Trust Administrator to perform the obligations, if any, imposed upon the Trust Administrator by this Agreement;
- (iv) a provision issuing the Channeling Injunction and the Supplemental Settling Insurer Injunction;
- (v) unless set forth in the National Catholic Settlement Approval Order, a provision approving this Agreement in its entirety, pursuant to the Bankruptcy Code and Bankruptcy Rule 9019;
- (vi) unless set forth in the National Catholic Settlement Approval Order, a provision ordering that all Abuse-related Barred Claims and other Interests that any Person might have in, or against, the National Catholic Insurance Policies, attach to the National Catholic Trust Settlement Amount;
- (vii) unless set forth in the National Catholic Settlement Approval Order, a provision authorizing and directing the Parties to perform their respective obligations under this Agreement; and
- (viii) a provision stating that National Catholic’s decision to enter into this Agreement and not oppose the findings and determinations in the Confirmation Order does not indicate that National Catholic supports such findings and determinations. Rather, upon the Closing Date (as defined by this Agreement), National Catholic shall be a Settling Insurer under the Plan, and as a result, take no position on such findings and determinations or on the Trust Distribution Procedures. As a result, the Confirmation Order should not be used, whether in this proceeding or in any other proceeding, to establish that National Catholic agreed to or acquiesced in such findings and determinations with respect to the Confirmation Order or Trust Distribution Procedures in any proceeding.

The Parties hereby acknowledge and agree that they have no objection to the proposed *Order Confirming Eighth Amended Plan of Reorganization* filed on the Bankruptcy Court’s docket at Doc. No. 2586, after it is modified to include the provision referenced in (viii) in this definition, serving as the Confirmation Order as defined herein.

“**Contribution Claims**” means all Claims, most commonly expressed in terms of contribution, equitable indemnity, subrogation, or equitable subrogation, allocation or reallocation, or reimbursement, or any other indirect or derivative recovery, by an Insurer against

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National Catholic for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of a Claim against a DOC Entity.

“DOC Entities” means, in their capacities as such, DOC and its Entities. The DOC Entities include each of the entities set forth on **Exhibit B** to this Agreement. An individual who perpetrated an act of Abuse that forms the basis for an Abuse Claim is not a DOC Entity with respect to that Abuse Claim.

“DOC Parishes” means all past and present parishes of or in DOC, in their capacity as public juridic persons, together with each corresponding parish corporation formed pursuant to N.J.S.A. 16:15-1 to 16:15-8.

“DOC” means The Diocese of Camden, New Jersey, which is the diocesan corporation formed pursuant to N.J.S.A. 16:15-9 to 16:15-17, together with the public juridic person of the Roman Catholic Diocese of Camden, New Jersey, as now constituted or as it may have been constituted. The term “DOC” also applies anywhere the term “Reorganized Debtor” is used, and “Reorganized Debtor” applies anywhere the term “DOC” is used, as is necessary to effect the terms of this Agreement. Furthermore, in the event of any Action naming any Affiliate or Agent of DOC, such Action shall be considered an Action against DOC, the insurance coverage for which is released pursuant to Section 3 hereof.

“Entities’ Release” means the following: The remise, release, covenant not to sue, and permanent discharge by the DOC Entities and their Affiliates, and any subsequently appointed trustee or representative acting for any DOC Entity and its Affiliates, without further act by any Person, of: (1) National Catholic; and (2) the respective heirs, executors, administrators, and reinsurers (as such) of any of the Persons identified in clause (1) hereof, in their capacity as such, from and against all Released Claims that any DOC Entity (or any subsequently appointed trustee or representative acting for any DOC Entity) ever had, now has, or hereafter may have, from the beginning of time to the National Catholic Settlement Agreement Effective Date. For the avoidance of doubt, it is not the intention of DOC, the DOC Entities or the Trust to release, and nothing in this Agreement shall be construed as a release of: (i) any amounts due from National Catholic on account of Mediation costs and expenses required to be paid under the *Order (I) Appointing Mediator, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief* filed at Doc. No. 640 unless and until National Catholic pays for its share of the Insurers’ one-third (1/3) share of the Mediation costs and expenses (in accordance with the Mediation Order or such further court order for which the Diocese and National Catholic reserve all rights) through the date upon which the National Catholic Approval Order becomes a Final Order, in which case such payment will effect a release as to such claims in accordance with the Entities’ Release granted herein; (ii) all Claims against (1) certain underwriters at Lloyd’s, London, Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Company Ltd. and London & Edinburgh Insurance Company Ltd.), RiverStone Insurance (UK) Ltd. (as successor in interest to Terra Nova Insurance Company Ltd), and Sompo Japan Nipponkoa Insurance Company of Europe Limited (f/k/a The Yasuda Fire & Marine Insurance Company of Europe Ltd.), (2) Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America, (3) Interstate Fire & Casualty Company and each of the forgoing’s Entities, and (4) Granite State Insurance Company, Lexington Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA; and (iii) any Claim

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relating to non-Abuse Claims asserted against DOC or DOC Entities, except for the Ajuk Claims and the Gibbs Claims, which shall be released in accordance with this Agreement; provided however that neither DOC nor the DOC Entities shall seek coverage from National Catholic for any Claim enjoined by the Confirmation Order, the Channeling Injunction and/or the Supplemental Settling Insurer Injunction or any Claim that is barred by any Final Order entered in the Bankruptcy Case.

“Entities” means with respect to a specified Person: (i) its Affiliates; (ii) each of the foregoing Person’s Agents; and (iii) each of the foregoing Persons’ respective predecessors, successors, assignors, and assigns, whether known or unknown, administrators, and all Persons acting on behalf of, by, through, or in concert with them, in their capacities as such.

“Final Order” means an order as to which the time to appeal, petition for certiorari, petition for review, or move for reargument or rehearing 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 any right to appeal, petition for certiorari, review, reargue, or rehear shall have been waived in writing in form and substance satisfactory to DOC and the Settling Insurers, and their counsel or, in the event that an appeal, writ of certiorari, petition for review, or reargument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari or review has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari, petition for review, or move for reargument or rehearing shall have 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 Final Order. For the avoidance of doubt, if the Plan is substantially consummated as defined in Section 1101(2) of the Bankruptcy Code (**“Substantial Consummation”**), and any appeal of the Confirmation Order becomes equitably moot due to Substantial Consummation, the Confirmation Order shall be considered a Final Order as of the date that the order determining such appeal to be moot has become a Final Order.

“Gibbs Action” means the proceeding commenced in the Superior Court of New Jersey, Camden Vicinage, Law Division by Gibbs captioned *Gibbs Crystal v. Holcomb Bus Service, Inc., et al.* at Docket No. CAM-L-004637-19.

“Gibbs Claims” means any and all claims that have or could have been brought by Gibbs in the Gibbs Action against DOC or the DOC Entities and their Agents, including, but not limited to, Gloucester Catholic High School, Emil L. Baehr, III, and St. Mary’s Church Gloucester.

“Gibbs POC” means the proof of claim filed by Gibbs in the Bankruptcy Case at Claim No. 108.

“Gibbs Stipulations” means, collectively, the *Stipulation and Consent Order by and Among the Debtor, St. Mary’s Church Gloucester, the Official Committee of Tort Claimant Creditors and Crystal Martrell Gibbs Regarding Relief from Stay and Related Issues* (Doc. No. 2620) and *Further Stipulation by and Among the Debtor, St. Mary’s Church Gloucester, the Official Committee of Tort Claimant Creditors, and Crystal Martrell Gibbs Regarding Relief from Stay and Related Issues* (Doc No. 2672).

“**Gibbs**” means Crystal Martrell Gibbs.

“**Insurance Coverage Action**” means the adversary proceeding captioned *The Diocese of Camden, New Jersey v. Insurance Company of North America, et al.*, filed in the Bankruptcy Court, as Adversary Proceeding Number 20-01573 (JNP).

“**Insurance Settlement Motion**” means the motion entitled *Motion for Entry of an Order to Approve Settlement of Controversy by and among The Diocese of Camden, New Jersey and Certain Settling Insurers Pursuant to Federal Rule of Bankruptcy 9019(a)* filed in the Bankruptcy Case on January 5, 2022 at Doc. No. 1087, as supplemented on February 2, 2022 by Doc. No. 1144.

“**Insurer(s)**” 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 a DOC Entity insurer policy.

“**Interests**” means all Claims, including any “interests” as that term is used in Section 363 of the Bankruptcy Code, and other rights of any nature, whether at law or in equity, including all interests or other rights under New Jersey law or any other applicable law.

“**Local Rules**” means the Local Rules of the United States Bankruptcy Court District of New Jersey.

“**Mediation Motion**” means the *Joint Motion of the Diocese and the Official Committee of Tort Claimant Creditors for Entry of an Order (i) Appointing a Mediator, (ii) Referring Matters to Mandatory Global Mediation, and (iii) Granting Related Relief*, filed in the Bankruptcy Case, by DOC and the Tort Committee, Doc. No. 562.

“**Mediation Order**” means the *Order (I) Appointing Mediator, (II) Referring Certain Matters to Mediation, and (III) Granting Related Relief*, entered by the Bankruptcy Court in the Bankruptcy Case, May 20, 2021, Doc. No. 640.

“**Mediation Parties**” means, collectively: (a) DOC; (b) each insurer named as a Defendant in the Insurance Coverage Action; (c) the Tort Committee, including its members, professionals, and the individual members’ professionals; (d) the Trade Committee, including its members, professionals, and the individual members’ professionals; (e) the DOC Parishes; (f) state court counsel for Abuse Claimants; and (g) the other DOC Entities.

“**Mediation**” means the mediation by the Mediation Parties, pursuant to the Mediation Order.

“**Mediator**” means the Honorable Jose L. Linares, former Chief Judge of the United States District Court for the District of New Jersey, as appointed in the Mediation Order.

“**National Catholic’s Insurance Policies**” means (i) all insurance policies listed in **Exhibit A** hereto; and (ii) all known and unknown insurance policies to the extent issued by any of the National Catholic Entities and providing insurance to DOC or any DOC Entity, provided, however, if a National Catholic Insurance Policy that is not listed in Exhibit A was not issued to a

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DOC Entity (or such Person's Affiliates) but provides coverage to a DOC Entity, then it is a National Catholic Insurance Policy to the extent it insures a DOC Entity.

"National Catholic Settlement Agreement Effective Date" means the date this Agreement is approved by a Final Order.

"National Catholic Ajuk Settlement Amount" means the sum of Fifty Thousand Dollars (\$50,000).

"National Catholic Gibbs Settlement Amount" means the sum of Six Hundred Seventy-Five Thousand Dollars (\$675,000).

"National Catholic Trust Settlement Amount" means the sum of One Million Six Hundred Seventy-Five Thousand Dollars (\$1,675,000). National Catholic shall pay the National Catholic Trust Settlement Amount pursuant to the terms of Section 2.

"National Catholic Settlement Approval Order" means an order entered by the Bankruptcy Court, which may be the Confirmation Order, approving the National Catholic Settlement Motion, this Agreement and the transactions contemplated hereby. The National Catholic Settlement Approval Order shall be in form and substance acceptable to National Catholic, DOC, the DOC Entities and the Tort Committee.

"National Catholic Settlement Motion" means the motion filed by the Plan Proponents to obtain approval of this Agreement at docket number [●].

"National Catholic" means The National Catholic Risk Retention Group, Inc.

"Non-Settling Insurer" shall have the meaning ascribed to it in the Plan.

"Other Catholic Entities" means Catholic Charities, Diocese of Camden, Inc., Diocese of Camden Healthcare Foundation, Inc., Diocese of Camden Trusts, Inc., Padre Pio Shrine, Buena Borough, NJ, Inc., The Diocese Housing Services Corporation of the Diocese of Camden, Inc., and the Tuition Assistance Fund, Inc., Catholic Charities, Diocese of Camden, Inc., Diocese of Camden Healthcare Foundation, Inc., Diocese of Camden Trusts, Inc., Padre Pio Shrine, Buena Borough, NJ, Inc., The Diocese Housing Services Corporation of the Diocese of Camden, Inc., and the Tuition Assistance Fund, Inc.

"Parties" means DOC, the DOC Parishes, the Other Catholic Entities, the Tort Committee, National Catholic, Ajuk and Gibbs.

"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 definitions of (i) "person"

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in Section 101(41) of the Bankruptcy Code or (ii) “entity” in Section 101(15) of the Bankruptcy Code.

“**Plan Effective Date**” means the date on which the Plan by its terms becomes effective and binding upon DOC and all persons asserting Claims against DOC.

“**Plan**” means the *Eighth Amended Plan of Reorganization* filed on June 1, 2022 in the Bankruptcy Case, and all exhibits and supplements thereto, as may be subsequently amended or modified, or any plan of reorganization filed by DOC and the Tort Committee that contains all the required provisions as set forth in this Agreement.

“**Reorganized Debtor**” means DOC on and after the Plan Effective Date.

“**Settlement Approval Findings and Conclusions**” means findings of fact and conclusions of law pursuant to Bankruptcy Rule 9019, set forth in the National Catholic Settlement Approval Order or if this Agreement is approved under the Confirmation Order, in the Confirmation Order, as necessary for the Bankruptcy Court to approve this Agreement, including the following:

- (i) DOC demonstrated sound business reasons for the settlement of its claims against National Catholic in the Insurance Coverage Action and the implementation of such settlement;
- (ii) This Agreement is the result of long-term negotiations among National Catholic, DOC, the Tort Committee, and DOC Entities, which began in July 2021, following the Bankruptcy Court’s entry of the Mediation Order;
- (iii) In the Mediation, National Catholic, DOC, the Tort Committee and the DOC Entities negotiated extensively, at arms’-length, and in good faith;
- (iv) The National Catholic Trust Settlement Amount provides good and valuable consideration to DOC’s bankruptcy estate, and enables distributions to the Abuse Claimants;
- (v) The terms of the transactions contemplated by this Agreement, as well as the genesis and background of this Agreement, have been adequately disclosed to the Bankruptcy Court;
- (vi) The terms and conditions of this Agreement (including the consideration to be realized by DOC’s bankruptcy estate) are fair and reasonable;
- (vii) The transactions contemplated by this Agreement will benefit DOC’s bankruptcy estate, its creditors, and other stakeholders;
- (viii) All potential holders of Interests in or against National Catholic’s Insurance Policies, including the DOC Entities and Persons who hold Claims against the DOC Entities, whose Claims might be covered by National Catholic’s Insurance

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Policies, received good and sufficient notice of the settlement reflected in this Agreement;

- (ix) The compromises and settlements embodied in this Agreement have been negotiated in good faith, and are reasonable, fair, and equitable;
- (x) In light of:
 - a. the probability of success in litigation;
 - b. the likely difficulties in collection;
 - c. the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and
 - d. the paramount interest of the creditors;

this Agreement is fair and equitable and within the range of reasonable settlement terms;

- (xi) The National Catholic Trust Settlement Amount is fair, adequate, and reasonable consideration for (a) the Entities' Release; (b) the Settling Insurer Supplemental Injunction; and (c) the Channeling Injunction;
- (xii) DOC provided due and adequate notice of the transactions contemplated by this Agreement as required under the facts and circumstances of the Bankruptcy Case;
- (xiii) The Agreement may be approved pursuant to Bankruptcy Rule 9019(a); and
- (xiv) National Catholic's decision to enter into this Agreement and not oppose the findings and determinations in the Confirmation Order does not indicate that National Catholic supports such findings and determinations. Rather, National Catholic is designated as a Settling Insurer under the Plan, and as a result, take no position on such findings and determinations or on the Trust Distribution Procedures. As a result, this Order should not be used, whether in this proceeding or in any other proceeding, to establish that National Catholic agreed to or acquiesced in such findings and determinations with respect to the Confirmation Order or Trust Distribution Procedures in any proceeding.

The Parties hereby acknowledge and agree that the proposed National Catholic Settlement Approval Order filed with the National Catholic Settlement Motion provides for the forgoing and is acceptable in both form and substance.

"Settlement Payment Trigger Date" means the earliest date on which all of the following preconditions shall have occurred: (i) the National Catholic Settlement Approval Order shall have been entered and become a Final Order; (ii) the Confirmation Order shall have become a Final Order and (iii) the Plan Effective Date shall have occurred.

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“**Settling Insurers**” has the meaning ascribed to such term in the Plan.

“**Supplemental Settling Insurer Injunction**” means the injunction, included within the Plan and approved in the Confirmation Order, enjoining all Enjoined Claims by all Persons who now, or in the future may, hold such Claims against the Settling Insurers, including National Catholic, pursuant to Bankruptcy Code § 105 or other provision of the Bankruptcy Code or applicable law.

“**Tort Committee**” means the Official Committee of Tort Claimant Creditors appointed by the United States Trustee on October 23, 2020, Doc. No. 111 in the Bankruptcy Case.

“**Trade Committee**” means the Official Committee of Unsecured Trade Creditors appointed by the United States Trustee on December 24, 2020, Doc. No. 293 in the Bankruptcy Case.

“**Trust Administrator**” means the Person appointed to administer the Trust in accordance with the terms of the Plan.

“**Trust Distribution Procedures**” means the Trust Distribution Procedures as defined in the Plan.

“**Trust**” means the trust to be established under the Plan.

2. PAYMENT OF THE NATIONAL CATHOLIC TRUST SETTLEMENT AMOUNT

a. Within two (2) business days of the National Catholic Settlement Approval Order becoming a Final Order, each of the Parties shall execute this Agreement. Upon the execution of this Agreement by each of the Parties, this Agreement shall become binding on the Parties.

b. Within thirty (30) days of the Settlement Payment Trigger Date, and upon receipt by National Catholic of a W-9 form and wire/ACH instructions from the Trust, in consideration of the releases provided herein, National Catholic shall pay the National Catholic Trust Settlement Amount in good and sufficient funds in accordance with wire or ACH instructions provided by the Trust. Notwithstanding the foregoing, National Catholic shall retain the option to make payment of the National Catholic Trust Settlement Amount by check, in which case any and all releases provided herein to National Catholic shall not become effective until the check clears.

c. If, before the occurrence of the Settlement Payment Trigger Date, a DOC Entity other than DOC becomes a debtor in a bankruptcy case or insolvency Action, under the Bankruptcy Code or otherwise, and National Catholic has not satisfied their payment obligation arising hereunder, then National Catholic shall be excused from performance under this Agreement until such time as either (i) such DOC Entity obtains, subject to the limitations imposed by the Bankruptcy Code, and subject to the equitable powers of the court in which such Action is pending, an order from such court approving this Agreement under Bankruptcy Rule 9019, authorizing the assumption by such DOC Entity (or any successor thereto) of this Agreement under Section 365 of the Bankruptcy Code (“**Assumption**”), or in the event the insolvency case is proceeding under other law, shall obtain a similar order from the court overseeing the insolvency case approving this Agreement and confirming the binding effect thereof; (ii) DOC obtains an order in the Action

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compelling the Assumption; or (iii) DOC obtains an order from the Bankruptcy Court determining the equitable portion of the National Catholic Trust Settlement Amount allocable to any interest the DOC Entity subject to such bankruptcy case or insolvency Action may have in National Catholic's Insurance Policies. Each DOC Entity agrees that in the event it files a bankruptcy or other insolvency Action, it will not present any Claim for payment under this Agreement or National Catholic's Insurance Policies to National Catholic, until the Assumption has been approved by an order of the applicable court and such order has become a Final Order or until its equitable share in the National Catholic Trust Settlement Amount has been established by order of the Bankruptcy Court pursuant to clause (iii) above and such order has become a Final Order. National Catholic agrees to cooperate fully and provide commercially reasonable assistance to DOC and any DOC Entity in obtaining any of the orders contemplated in this Section 2(c).

3. MUTUAL RELEASES

a. By DOC and the DOC Entities

- (i) On the Closing Date, the Entities' Release shall become immediately effective without further action by any Person.
- (ii) The Entities' Release does not release, and nothing in this Agreement shall affect the right of the DOC Entities, or the Trust, as applicable, to assert and pursue Claims against, and to collect from, insurers other than those released under the Entities Release, and no Claims are released with respect to such Persons except as otherwise provided by operation of the Reduction provision herein.
- (iii) The Entities Release does not release, and nothing in this Agreement shall affect the right of the DOC Entities to assert and pursue Claims against, and to collect from, National Catholic relating to non-Abuse claims under National Catholic's Insurance Policies, except for (a) the Ajuk Claims and the Gibbs Claims, which shall be released in accordance with this Agreement, (b) any Claim enjoined by the Confirmation Order, the Channeling Injunction and/or the Supplemental Settling Insurer Injunction, and (c) any Claim that is barred by any Final Order entered in the Bankruptcy Case.
- (iv) Each of DOC and the DOC Entities signing this Agreement is, upon the Closing Date, among other things, (a) releasing all Released Claims, including Abuse Claims that it does not know or suspect to exist in its favor, which, if known by such DOC Entity, might have materially affected its settlement with National Catholic and (b) expressly waiving all rights it might have under any federal, state, local, or other law or statute that would in any way limit, restrict, or prohibit such general release.
- (v) Except with respect to any material breach of any representation, warranty, or covenant by National Catholic set forth in this Agreement, each of DOC and the DOC Entities expressly assume the risk that acts, omissions, matters, causes, or things may have occurred, which it does not know or does not suspect to exist. To the fullest extent permitted by applicable law, each of DOC and the DOC Entities

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hereby waive the terms and provisions of any statute, rule, or doctrine of common law which either: (a) narrowly construes releases purporting by their terms to release claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes or things; or (b) restricts or prohibits the releasing of such Claims.

- (vi) Nothing in the foregoing shall release National Catholic from their obligations under this Agreement, including the obligation to pay the National Catholic Trust Settlement Amount within thirty (30) days of the Settlement Payment Trigger Date.

b. By National Catholic

- (i) On the Closing Date, the National Catholic Entities shall be deemed to remise, release, covenant not to sue, and forever discharge the DOC Entities and the Tort Committee and its Affiliates from and against all Abuse Claims relating to National Catholic's Insurance Policies that are subject to the Supplemental Settling Insurer Injunction and the Channeling Injunction, any Claims which National Catholic has or was required to assert in the Bankruptcy Case related to Abuse Claims and the Insurance Action, which National Catholic ever had, now have or hereinafter may have, from the beginning of time to the National Catholic Settlement Agreement Effective Date; provided however that it is not the intention of National Catholic to release, and nothing in this Agreement shall be construed as a release of, any Claims which National Catholic has, could have, or may have in the future relating to: (i) any non-Abuse Claims asserted against DOC or DOC Entities, except for the Ajuk Claims and the Gibbs Claims, (ii) any Claim enjoined by the Confirmation Order, Channeling Injunction and/or the Supplemental Settling Insurer Injunction, and (iii) any Claim that is barred by any Final Order entered in the Bankruptcy Case.
- (ii) For the avoidance of doubt and without limiting the generality of the foregoing, National Catholic is releasing any administrative claim that it has or could have asserted in the Bankruptcy Case.

4. BANKRUPTCY OBLIGATIONS

a. On February 21, 2023, the Plan Proponents filed the National Catholic Settlement Motion seeking entry of the National Catholic Settlement Approval Order.

b. The Plan Proponents will promptly seek entry of the National Catholic Settlement Approval Order, which includes the Settlement Approval Findings and Conclusions and if not contained in the Confirmation Order, the Confirmation Findings and Conclusions; provided, however, no Party may terminate this Agreement and refuse to honor its obligation hereunder if there are nonmaterial changes to the Settlement Approval Findings and Conclusions or the Confirmation Findings and Conclusions in the National Catholic Settlement Approval Order.

c. The Plan Proponents will promptly seek entry of the Confirmation Order.

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d. Upon the later of two (2) Business Days of the National Catholic Settlement Approval Order becoming a Final Order or two (2) Business Days of all Parties' execution of the Agreement, National Catholic shall file the notice attached hereto as **Exhibit C** advising the Bankruptcy Court that in light of the Bankruptcy Court's approval of the Agreement and the Parties execution of same, (i) it is not pursuing its objections and/or joinders to objections to confirmation of the Plan and (ii) it is withdrawing and not prosecuting or supporting the Insurance Settlement Motion.

e. On the Closing Date, National Catholic shall be considered a Settling Insurer, and shall have all the rights, benefits, and obligations of a Settling Insurer under the Plan and Confirmation Order.

f. No later than five (5) Business Days after the Closing Date:

- (i) DOC and/or the Trust shall dismiss National Catholic from the Insurance Coverage Action with prejudice; and
- (ii) National Catholic shall withdraw any and all proofs of claim filed in the Bankruptcy Case and shall not otherwise seek allowance of any Claims or payment from DOC, the DOC Entities or the Trust.

5. REPRESENTATIONS AND WARRANTIES

a. Each Party represents and warrants that the Persons signing this Agreement on its behalf are authorized to execute this Agreement; provided, however, that this Agreement remains subject to Bankruptcy Court approval and so, the signature on behalf of DOC is subject to receiving authority from the Bankruptcy Court to bind the Debtor. Notwithstanding the forgoing, for the avoidance of doubt, upon the execution of this Agreement by all of the Parties, the Parties shall each be bound to undertake the obligations they have undertaken hereunder.

b. Each Person signing this Agreement on behalf of a Party represents and warrants that he or she has the right, power, legal capacity, and authority to enter into this Agreement on behalf of such Party and bind such Party to perform each of the obligations specified herein.

c. Each of the Parties represent and warrant that they conducted a reasonable and good-faith search of their records for insurance policies insuring DOC and/or the DOC Entities that potentially respond or provide coverage for Abuse Claims and that all such policies uncovered by National Catholic are listed on Exhibit A.

6. TERMINATION OF AGREEMENT

a. The Parties may terminate this Agreement in writing upon mutual assent of each Party hereto.

b. Any Party may terminate this Agreement upon thirty (30) days' written notice to the other Parties if one of the following occurs:

- (i) the Bankruptcy Court denies approval of this Agreement;

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- (ii) the Bankruptcy Court declines to approve any of the provisions in Sections 10 and 11 of this Agreement; or
- (iii) the Bankruptcy Court enters an order or grants such other relief that is inconsistent with Sections 10 and 11 of this Agreement.

In the event of termination of this Agreement pursuant to this Section 6.b., unless the Parties agree otherwise in writing, this Agreement shall be void *ab initio* and all Parties shall retain all of their rights, Claims and interests as if this Agreement never existed.

c. Notwithstanding the National Catholic Settlement Agreement Effective Date having occurred, National Catholic, DOC, the Tort Committee or the DOC Entities may terminate this Agreement upon thirty (30) days' written notice to the other Parties if one of the following occurs:

- (i) the Bankruptcy Court denies confirmation of the Plan based wholly or partially on a finding that the terms of this Agreement makes a plan of reorganization patently unconfirmable;
- (ii) the Bankruptcy Court declines to approve any of the provisions agreed to and set forth herein, including, but not limited to, the Supplemental Settling Insurer Injunction and/or the Channeling Injunction;
- (iii) the Bankruptcy Court enters an order or grants such other relief that is inconsistent with this Agreement; or
- (iv) the Plan or Confirmation Order is amended in any manner that is inconsistent with the terms of this Agreement and/or that fails to include all of the provisions agreed to and set forth herein;

provided, however, that any such termination under this Section 6.c shall have no effect on the treatment and payment of the Ajuk Claims and Gibbs Claims, and the releases granted in consideration, provided for in Sections 10 and 11 of this Agreement

If this Agreement is terminated under this Section 6.c., DOC, the DOC Entities, National Catholic and the Tort Committee shall take reasonable best efforts to obtain confirmation (and the effective date) of a plan of reorganization that that is consistent with the terms of this Agreement and/or includes all of the provisions agreed to and set forth herein, provided, however, that no such obligation shall be required of the aforementioned parties if the basis for the Bankruptcy Court's denial of Plan confirmation is based in whole or in part on a finding that this Agreement makes any plan of reorganization patently unconfirmable.

a. If DOC or the DOC Entities seek to terminate this Agreement for any reason other than as set forth in this Agreement and the Bankruptcy Court finds that such termination was unlawful, National Catholic reserves its right to assert an Administrative Claim (as defined in the Plan) resulting from that breach, with all Parties reserving their rights to contest same.

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b. If National Catholic seeks to terminate this Agreement for any reason other than as set forth in this Agreement and the Bankruptcy Court finds that such termination was unlawful, DOC reserves its right to assert a Claim resulting from that breach, with all Parties reserving their rights to contest same.

c. If the Bankruptcy Court denies confirmation of the Plan, the DOC, DOC Entities, and the Tort Committee will make their reasonable best efforts to obtain confirmation (and the effective date) of a plan that is consistent with the terms of this Agreement and/or includes all of the provisions agreed to and set forth herein, provided, however, that this section (h) shall not be applicable if the basis for the Bankruptcy Court's denial of Plan confirmation is based in whole or in part on a finding that this Agreement makes a plan patently unconfirmable.

d. In the event of termination pursuant to this Section 6, unless the Parties agree otherwise in writing, this Agreement shall be void *ab initio* and all Parties shall retain all of their Interests relating to National Catholic's Insurance Policies as if this Agreement never existed, and any payments made shall be returned to the payor.

7. TREATMENT OF PERPETRATORS

Nothing in this Agreement overrides the treatment in the Plan of Persons who perpetrated an act of Abuse that forms the basis for an Abuse Claim.

8. REDUCTION

In any Action, including the Insurance Coverage Action, involving DOC or a DOC Entity, the Reorganized Debtor, or the Trust (collectively, "**Alleged Insured**") or an Abuse Claimant, as applicable, and one or more Non-Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Contribution Claim against National Catholic, then any judgment or award obtained by such Alleged Insured or Abuse Claimant against such Non-Settling Insurer shall be automatically reduced by the amount, if any, that National Catholic is 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 involving an Alleged Insured or Abuse Claimant against a Non-Settling Insurer, where National Catholic is not a party, such Alleged Insured or Abuse Claimant shall obtain a finding from that court or arbitrator(s), as applicable, of the Reduction Amount before entry of judgment against such Non-Settling Insurer. In the event that such a reduction is not made as described above, then any Contribution Claim by any Non-Settling Insurer against National Catholic shall be reduced by the Reduction Amount, as determined by the court or arbitrator(s) in which such Contribution Claim is filed. National Catholic shall be required to cooperate in good faith with DOC and/or the Trust to take commercially reasonable steps to defend against any Contribution Claim. In the event that application of the Reduction Amount eliminates the Non-Settling Insurer's Contribution Claim, then such Non-Settling Insurer shall fully reimburse National Catholic its costs and expenses, including legal fees, incurred in responding to the Contribution Claim Action, including all costs, expenses and fees incurred in seeking relief from the Bankruptcy Court. To the extent a reduction provision is included in a confirmed Plan or Confirmation Order provides more favorable provisions than are included in this Agreement, that more favorable reduction provision shall apply with respect to National Catholic.

9. REASONABLY EQUIVALENT VALUE

- a. This Agreement was bargained for and entered into in good faith and as the result of arms-length negotiations;
- b. Based on their respective independent assessments, with the assistance and advice of counsel, of the probability of success, the complexity, the delay in obtaining relief, and the expense of maintaining the Insurance Coverage Action, the payments received by the Trust pursuant to this Agreement constitute a fair and reasonable settlement of the Released Claims; and
- c. The payments and other benefits received under this Agreement by the DOC Entities and the Trust constitute reasonably equivalent value for the Entities' Release and other benefits received by National Catholic under this Agreement.

10. AJUK SETTLEMENT

- a. Within fifteen (15) days of the National Catholic Settlement Approval Order becoming a Final Order, National Catholic shall pay to Ajuk the National Catholic Ajuk Settlement Amount and Catholic Charities shall pay Ajuk the Catholic Charities Ajuk Settlement Amount by wire to the Giordano Halleran & Ciesla Attorney Trust Account.
- b. Within fifteen (15) days of the National Catholic Settlement Approval Order becoming a Final Order, Ajuk shall amend the Ajuk POC to reflect a prepetition general unsecured claim amount of \$250,000. The amended Ajuk POC shall be an Allowed Class 8 Claim under the Plan, as that term is defined in the Plan. The amended Ajuk POC shall be paid in accordance with the Plan. If Ajuk fails to file the amended Ajuk POC in accordance with this Agreement, the Diocese is authorized to file the amended proof of claim on Ajuk's behalf.
- c. Within five (5) days of the National Catholic Settlement Approval Order becoming a Final Order, Ajuk shall dismiss with prejudice and without costs the Ajuk Action. Dismissal of the Ajuk Action shall be a condition precedent to payment of the Catholic Charities Ajuk Settlement Amount and the National Catholic Ajuk Settlement Amount.
- d. Upon National Catholic Settlement Approval Order becoming a Final Order, Ajuk shall be deemed to have voted in favor of the Plan and he shall file a notice of withdrawal of his objections to the Plan within three (3) days of such date. Ajuk shall support the Plan and shall vote in favor of any subsequent plan of reorganization that incorporates the terms of this Agreement with respect to Ajuk and provides for treatment of Class 8 Claims which is as favorable or more favorable than the treatment provided for in the Plan. If the Plan is denied confirmation, Ajuk reserves all rights with respect to any subsequently filed plan of reorganization.
- e. Effective upon receipt of and in consideration of the National Catholic Ajuk Settlement Amount and Catholic Charities Ajuk Settlement Amount, Ajuk hereby, on behalf of himself and his Agents, Affiliates, and Entities (collectively, the "**Ajuk Releasing Parties**"), irrevocably and unconditionally release and give up and forever discharge the Ajuk Claims and any and all claims and rights which the Ajuk Releasing Parties have, had, or may ever have against DOC, the DOC Entities, and National Catholic, any of their predecessors, subsidiaries,

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parents, controlling persons or entities, related entities, affiliates and each of their respective past and present affiliates, agents, directors, officers, managers, members, partners, advisors, assigns and representatives (collectively the “**Ajuk Releasees**”). This releases all claims, actions, causes of actions, debts, demands, covenants, contracts, promises, agreements, costs, attorneys’ fees, obligations, liabilities, damages or losses of any kind, character, description or nature whatsoever against the Ajuk Releasees, including those of which the Ajuk Releasing Parties are not aware and those not mentioned in this release, and including, but not limited to, any claims or causes of action arising under any federal, state or local law, rule or ordinance, tort, express or implied contract, public policy, or any other obligation, including without limitation any claims which were raised or could have been raised in the Ajuk Action. The Ajuk Releasing Parties specifically intend this release to be the broadest possible release permitted under law. Nothing in this release shall release the Parties from the obligations set forth in this Agreement. Notwithstanding the foregoing, nothing contained herein shall be deemed a release of Ajuk’s allowed claim as set forth in Section 10(b) against DOC in the Bankruptcy Case. For the avoidance of doubt, Ajuk shall have no claims against DOC, DOC Parishes, Other Catholic Entities or any other DOC Entities except as set forth in this Agreement and releases DOC, DOC Parishes, Other Catholic Entities and any other DOC Entities from any other liability.

11. GIBBS SETTLEMENT

a. Within fifteen (15) days of the National Catholic Settlement Approval Order becoming a Final Order, National Catholic shall pay to Gibbs the National Catholic Gibbs Settlement Amount.

b. Within fifteen (15) days of the National Catholic Settlement Approval Order becoming a Final Order, Gibbs shall amend the Gibbs POC to reflect a prepetition general unsecured claim against the estate in the amount of \$250,000, solely for the purpose of fixing Gibbs’ recovery from the assets of DOC’s estate. Such amendment of the Gibbs POC to the amount of the self-insured retention under National Catholic’s Insurance Policies shall affect Gibbs’ recovery only against the assets of the bankruptcy estate of DOC, and shall not limit or release Gibbs’ rights with respect to any insurance policy which exists as an excess policy to National Catholic’s Insurance Policies, all of which rights are preserved. The amended Gibbs POC shall be an Allowed Class 8 Claim under the Plan, as that term is defined in the Plan. The amended Gibbs POC shall be paid in accordance with the Plan. If Gibbs fails to file the amended Gibbs POC in accordance with this Agreement, the Diocese is authorized to file the amended proof of claim on Gibbs’ behalf.

c. Effective upon receipt of and in consideration of the National Catholic Gibbs Settlement Amount, Gibbs hereby, on behalf of himself and his Agents and Entities (collectively, the “**Gibbs Releasing Parties**”), irrevocably and unconditionally release and give up and forever discharge any and all claims and rights which the Gibbs Releasing Parties have, had, or may ever have against National Catholic, any of its predecessors, subsidiaries, parents, controlling persons or entities, related entities, affiliates and each of their respective past and present affiliates, agents, directors, officers, managers, members, partners, advisors, assigns and representatives (collectively the “**Gibbs Releasees**”). This releases all claims, actions, causes of actions, debts, demands, covenants, contracts, promises, agreements, costs, attorneys’ fees, obligations, liabilities, damages or losses of any kind, character, description or nature whatsoever against the

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Gibbs Releasees, including those of which the Gibbs Releasing Parties are not aware and those not mentioned in this Release, and including, but not limited to, any claims or causes of action arising under any federal, state or local law, rule or ordinance, tort, express or implied contract, public policy, or any other obligation, including without limitation any claims which were raised or could have been raised in the Gibbs Action. The Gibbs Releasing Parties specifically intend this release to be the broadest possible release permitted under law. Nothing in this release shall release the Parties from the obligations set forth in this Agreement. Notwithstanding the foregoing, nothing contained herein shall be deemed a release of (a) Gibbs' allowed claim as set forth in Section 11(b) against DOC in the Bankruptcy Case, or (b) Gibbs' right to prosecute the Gibbs Action to the extent of any and all excess liability insurance policies (in excess of National Catholic's Insurance Policies), including but not limited to the policy (policy number 821700 0948240) issued by Old Republic Union Insurance Company.

d. Gibbs shall not oppose the Plan and shall vote in favor of any subsequent plan of reorganization that incorporates the terms of this Agreement with respect to Gibbs and provides for treatment of Class 8 Claims which is as favorable or more favorable than the treatment provided for in the Plan. The objection which Gibbs filed to the Plan was deemed resolved under the terms of the Gibbs Stipulations, and Gibbs will not file any further objection to the Plan.

e. Except as modified herein, Gibbs shall maintain any and all rights under the Gibbs Stipulations, except as such rights may implicate National Catholic, which are released pursuant to paragraph 11(c), above.

f. This Agreement incorporates and reaffirms the Gibbs Stipulations.

12. CONTINUING OBLIGATIONS UNDER NATIONAL CATHOLIC'S INSURANCE POLICIES

For the avoidance of doubt, nothing in this Agreement shall be deemed or interpreted as a sale or "buy-back" of National Catholic's Insurance Policies, which shall remain in full force and effect. Except with respect to Claims released herein, National Catholic, DOC and the DOC Entities' rights and responsibilities under National Catholic's Insurance Policies shall continue and nothing herein shall be deemed a release of any obligations thereunder.

13. THIRD-PARTY BENEFICIARIES

The Trust, and the Trust Administrator, are intended third-party beneficiaries of this Agreement. Except as set forth in the preceding sentence, there are no other third-party beneficiaries of this Agreement.

14. COOPERATION

DOC and the DOC Entities will undertake all reasonable actions to cooperate with National Catholic in connection with their respective reinsurers, including responding to reasonable requests for information and meeting with representatives of reinsurers. Furthermore, the Parties shall use their reasonable best efforts and cooperate as necessary or appropriate to effect the objectives of this Agreement.

15. NON-PREJUDICE AND CONSTRUCTION OF AGREEMENT

a. This Agreement is intended to be and is a compromise between the Parties and shall not be construed as an admission of coverage under National Catholic's Insurance Policies nor shall this Agreement or any provision hereof be construed as a waiver, modification, or retraction of the positions of the Parties with respect to the interpretation and application of National Catholic's Insurance Policies.

b. This Agreement is the product of informed negotiations and involves compromises of the Parties' previously stated legal positions. Accordingly, this Agreement does not reflect upon the Parties' views as to rights and obligations with respect to matters or Persons outside the scope of this Agreement. This Agreement is without prejudice to positions taken by National Catholic with regard to other insureds, and without prejudice with regard to positions taken by any DOC Entity with regard to other insurers.

c. This Agreement is the jointly drafted product of arms-length negotiations between the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. As such, no Party will assert that any ambiguity in this Agreement shall be construed against another Party.

d. In the event of any inconsistency between the Plan, the Confirmation Order and this Agreement, this Agreement shall control.

e. DOC, the DOC Entities and the Tort Committee shall not in any way rely on, cite to, or communicate in any fashion to any third party that this Agreement is in any way any indication of National Catholic's objection to or support for the Plan, the Confirmation Order, any insurance-related provision contained in the Plan or the Confirmation Order, or the Trust Distribution Procedures proposed in or approved in connection with the Plan or the Confirmation Order.

16. NO MODIFICATION

No change or modification of this Agreement shall be valid unless it is made in writing and signed by all Parties. Any attempted change or modification in violation of this Section shall be void *ab initio*.

17. EXECUTION

There will be three signed originals of this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and shall be construed in accordance with the laws of New Jersey. This Agreement shall not modify the governing law reflected under National Catholic's Insurance Policies.

19. NOTICES

EXECUTION VERSION

Unless another person is designated, in writing, for receipt of notices hereunder, notices to the respective Parties shall be sent to the Persons listed below.

IF TO DOC:

TRENK ISABEL SIDDIQI &
SHAHDANIAN P.C.
Richard D. Trenk, Esq.
Robert S. Roglieri, Esq.
290 Mt. Pleasant Avenue, Suite 2350,
Livingston, NJ 07037
Email: rtrenk@trenkisabel.law
Email: roglieri@trenkisabel.law

IF TO THE DOC PARISHES:

SHERMAN, SILVERSTEIN, KOHL, ROSE
& PODOLSKY, P.A.
Arthur J. Abramowitz, Esq.
East Gate Corporate Center
308 Harper Dr., Ste. 200
Moorestown, NJ 08057
Email:
aabramowitz@shermansilverstein.com

IF TO NATIONAL CATHOLIC:

MONTGOMERY MCCrackEN
WALKER & RHOADS LLP
David M Banker, Esq.
Edward L. Schnitzer, Esq.
437 Madison Avenue
New York, NY 10022
Email: dbanker@mmwr.com
Email: eschnitzer@mmwr.com

IF TO GIBBS:

IF TO THE TORT COMMITTEE:

LOWENSTEIN SANDLER LLP
Jeffrey D. Prol, Esq.
Michael A. Kaplan, Esq.
Brent Weisenberg, Esq.
One Lowenstein Drive
Roseland, NJ 07068
Email: jprol@lowenstein.com
Email: mkaplan@lowenstein.com
Email: bweisenberg@lowenstein.com

**IF TO CATHOLIC CHARITIES,
DIOCESE OF CAMDEN, INC., DIOCESE
OF CAMDEN HEALTHCARE
FOUNDATION, INC., DIOCESE OF
CAMDEN TRUSTS, INC., PADRE PIO
SHRINE, BUENA BOROUGH, NJ, INC.,
THE DIOCESE HOUSING SERVICES
CORPORATION OF THE DIOCESE OF
CAMDEN, INC., AND THE TUITION
ASSISTANCE FUND, INC.**

FLASTER/GREENBERG, P.C.
Damien Nicholas Tancredi, Esq.
1801 Chapel Avenue West
Cherry Hill, NJ 08002
Email:
Damien.tancredi@flastergreenberg.com

IF TO AJUK:

GIORDANO HALLERAN & CIESLA
Donald F. Campbell, Jr., Esq.
125 Half Mile Road, Suite 300
Red Bank, NJ 07701-6777
Email: dcampbell@ghclaw.com

DILWORTH PAXSON LLP
Peter C. Hughes, Esq.
1500 Market Street, Suite 3500E
Philadelphia, PA 19102
Email: phughes@dilworthlaw.com

20. INTEGRATION

This Agreement, including the Exhibits, constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all discussions, agreements and understandings, both written and oral, among the Parties with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

[Signature Pages to Follow]

EXECUTION VERSION

<p>The Diocese of Camden, New Jersey</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____, 2023</p>	<p>The Official Committee of Tort Claimant Creditors</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____, 2023</p>
<p>The National Catholic Risk Retention Group, Inc.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____, 2023</p>	<p>The DOC Parishes</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____, 2023</p>
<p>Crystal Martrell Gibbs</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____, 2023</p>	<p>Vincent Ajuk</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Date: _____, 2023</p>

EXECUTION VERSION

<p>Catholic Charities, Diocese of Camden, Inc., Diocese of Camden Healthcare Foundation, Inc., Diocese of Camden Trusts, Inc., Padre Pio Shrine, Buena Borough, NJ, Inc., The Diocese Housing Services Corporation of the Diocese of Camden, Inc., and the Tuition Assistance Fund, Inc., Catholic Charities, Diocese of Camden, Inc., Diocese of Camden Healthcare Foundation, Inc., Diocese of Camden Trusts, Inc., Padre Pio Shrine, Buena Borough, NJ, Inc., The Diocese Housing Services Corporation of the Diocese of Camden, Inc., and the Tuition Assistance Fund, Inc.</p>	
<p>By: _____</p>	
<p>Name Printed: _____</p>	
<p>Title: _____</p>	
<p>Date: _____, 2023</p>	

EXHIBIT A

Known National Catholic Insurance Policies

<u>Policy Effective Date</u>	<u>Buffer Policy</u>	<u>Excess Policy</u>
<u>1988</u>	<u>RRG 1024</u>	<u>NONE</u>
<u>1989</u>	<u>RRG 10241</u>	<u>NONE</u>
<u>1990</u>	<u>RRG 10242</u>	<u>NONE</u>
<u>1991</u>	<u>RRG 10243</u>	<u>NONE</u>
<u>1992</u>	<u>RRG 10244</u>	<u>NONE</u>
<u>1993</u>	<u>RRG 10245</u>	<u>NONE</u>
<u>1994</u>	<u>RRG 10246</u>	<u>NONE</u>
<u>1995</u>	<u>RRG 10247</u>	<u>NONE</u>
<u>1996</u>	<u>RRG 10248</u>	<u>NONE</u>
<u>1997</u>	<u>RRG 10249</u>	<u>NONE</u>
<u>1998</u>	<u>RRG 10249-01</u>	<u>NONE</u>
<u>1999</u>	<u>RRG 10249-02</u>	<u>NONE</u>
<u>2000</u>	<u>RRG 10249-03</u>	<u>NONE</u>
<u>2001</u>	<u>RRG 10249-04</u>	<u>XS 10249-04</u>
<u>2002</u>	<u>RRG 10249-05</u>	<u>XS 10249-05</u>
<u>2003</u>	<u>RRG 10249-06</u>	<u>XS 10249-06</u>
<u>2004</u>	<u>RRG 10249-07</u>	<u>XS 10249-07</u>
<u>2005</u>	<u>RRG 10249-08</u>	<u>XS 10249-08</u>
<u>2006</u>	<u>RRG 10249-09</u>	<u>XS 10249-09</u>
<u>2007</u>	<u>RRG 10249-10</u>	<u>XS 10249-10</u>
<u>2008</u>	<u>RRG 10249-11</u>	<u>NONE</u>
<u>2009</u>	<u>RRG 10249-12</u>	<u>NONE</u>
<u>2010</u>	<u>RRG 10249-13</u>	<u>NONE</u>
<u>2011</u>	<u>RRG 10249-14</u>	<u>NONE</u>
<u>2012</u>	<u>RRG 10249-15</u>	<u>NONE</u>
<u>2013</u>	<u>RRG 10249-16</u>	<u>NONE</u>
<u>2014</u>	<u>RRG 10249-17</u>	<u>NONE</u>
<u>2015</u>	<u>RRG 10249-18</u>	<u>NONE</u>
<u>2016</u>	<u>RRG 10249-19</u>	<u>NONE</u>
<u>2017</u>	<u>RRG 10249-20</u>	<u>NONE</u>
<u>2018</u>	<u>RRG 10249-21</u>	<u>NONE</u>
<u>2019</u>	<u>RRG 10249-22</u>	<u>FM 10249-22</u>
<u>2020</u>	<u>RRG 10249-23</u>	<u>FM 10249-23</u>
<u>2021</u>	<u>RRG 10249-24</u>	<u>FM 10249-24</u>
<u>2022</u>	<u>RRG 10249-25</u>	<u>FCP 10249-25</u>

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EXHIBIT B

List of DOC Entities

EXECUTION VERSION

CATHOLIC ENTITY	ADDRESS
Mater Ecclesiae Chapel, Inc.	261 Cross Keys Road Berlin, NJ 08009
St. Yi Yun Il John Korean Catholic Mission	2001 Springdale Road Cherry Hill NJ 08003
Saint Andrew Kim Korean Catholic Mission, Inc.	631 Market Street Camden, New Jersey 08102
Divine Mercy Parish, Vineland, N.J.	23 West Chestnut Avenue Vineland, NJ 08360
The Church of Our Lady of the Angels, Cape May Court House, N.J.	35 East Mechanic Street Cape May Court House, NJ 08210
Church of the Holy Family, Washington Township	226 Hurffville Road Sewell, NJ 08080
Christ the Good Shepherd Parish, Vineland, N.J.	1655 Magnolia Road Vineland, NJ 08361
Holy Angels Parish, Woodbury, N.J.	64 Cooper Street Woodbury, NJ 08096
St. Peter's Catholic Church Merchantville, N.J.	43 West Maple Avenue Merchantville, NJ 08109
Our Lady of Guadalupe Parish, Lindenwold, N.J.	135 North White Horse Pike Lindenwold, NJ 08021
Mary, Mother of Mercy Parish, Glassboro	500 Greentree Road Glassboro, NJ 08028
St. Joseph's Catholic Church, Sea Isle City, N.J.	126 44th Street Sea Isle City, NJ 08243
Saint Gabriel the Archangel Parish, Carneys Point, N.J.	369 Georgetown Road Carneys Point, NJ 08069
Church of Saint Elizabeth Ann Seton, Absecon, N.J.	591 New Jersey Avenue Absecon, NJ 08201
Saint Simon Stock Parish, Berlin, N.J.	178 West White Horse Pike Berlin, NJ 08009
The Church of Our Lady, Star of the Sea, Cape May	520 Lafayette Street Cape May, NJ 08204
Catholic Community of the Holy Spirit, Mullica Hill, N.J.	17 Earlington Avenue Mullica Hill, NJ 08062
The Parish of the Cathedral of the Immaculate Conception, Camden, N.J.	642 Market Street Camden, NJ 08102
Mary, Queen of All Saints Parish, Pennsauken, N.J.	4824 Camden Avenue Pennsauken, NJ 08110
Holy Child Parish, Runnemede, N.J.	13 East Evesham Road Runnemede, NJ 08078
R.C. Church of the Incarnation, Township of Mantua, New Jersey	240 Main Street Mantua, NJ 08051
Church of Our Lady of the Lakes, Collings Lakes, N. J.	19 Malaga Road Collings Lakes, NJ 08094
Church of St. Rose of Lima, Haddon Heights, N.J.	300 Kings Highway Haddon Heights, NJ 08035
The Church of the Sacred Heart	1739 Ferry Avenue Camden, NJ 08104
The Church of Our Lady of Sorrows, Linwood, N.J.	724 Maple Avenue Linwood, NJ 08221
St. Vincent de Paul Parish, Mays Landing, N.J.	5021 Harding Highway Mays Landing, NJ 08330

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CATHOLIC ENTITY	ADDRESS
Our Lady of the Blessed Sacrament Parish, Newfield, N.J.	104 Catawba Avenue Newfield, NJ 08344
St. Mary's Church Gloucester	426 Monmouth Street Gloucester, NJ 08030
St. Joseph's Catholic Church, East Camden	2907 Federal Street Camden, NJ 08105
The Parish of All Saints, Millville, N.J.	621 Dock Street Millville, NJ 08332
Saint Teresa of Calcutta Parish, Collingswood, N.J.	809 Park Avenue Collingswood, NJ 08108
The Parish of St. Maximilian Kolbe, Marmora, N.J.	200 Tuckahoe Road Marmora, NJ 08223
St. Brendan the Navigator Parish, Avalon, N.J.	5012 Dune Drive Avalon, NJ 08202
St. Clare of Assisi Parish, Gibbstown, N.J.	140 Broad Street Swedesboro, NJ 08085
Holy Trinity Parish, Margate, N.J.	11 North Kenyon Avenue Margate, NJ 08402
St. Thomas' Catholic Church, Brigantine, N.J.	331 8th Street South Brigantine, NJ 08203
Christ the Redeemer Parish, Atco, N.J.	318 Carl Hasselhan Drive Atco, NJ 08004
St. Gianna Beretta Molla Parish, Northfield, N.J.	1417 New Road Northfield, NJ 08225
Our Lady of Perpetual Help Parish, Galloway, N.J.	146 South Pitney Road Galloway, NJ 08205
St. Andrew The Apostle's R. C. Church, Gibbsboro, N. J.	27 Kresson-Gibbsboro Road Gibbsboro, NJ 08026
The Church of St. Charles Borromeo, Washington Township, N. J.	176 Stagecoach Road Sicklerville, NJ 08081
Our Lady of Peace Parish, Monroe Township, N.J.	32 Carroll Avenue Williamstown, NJ 08094
St. Joseph's Church, Somers Point, N.J.	606 Shore Road Somers Point, NJ 08244
The Parish of Saint Monica, Atlantic City, N.J.	2651 Atlantic Avenue Atlantic City, NJ 08401
The Church St. Thomas More, Cherry Hill, New Jersey	1439 Springdale Road Cherry Hill, NJ 08003
Saint Damien Parish, Ocean City, N.J.	1337 Ocean Avenue Ocean City, NJ 08226
Most Precious Blood Parish, Collingswood, N.J.	445 White Horse Pike West Collingswood, NJ 08107
St. Joseph the Worker Parish, Haddon Township, N.J.	901 Hopkins Road Haddon Township, NJ 08033
St. Mary's R.C. Church, Delaware Township, N.J.	2001 Springdale Road Cherry Hill, NJ 08003
Infant Jesus Parish, Woodbury Heights, N.J.	334 Beach Avenue Woodbury Heights, NJ 08097
The Catholic Community of Christ Our Light, Cherry Hill, N.J.	402 Kings Highway North Cherry Hill, NJ 08034
Parish of St. Michael the Archangel, Franklinville, N.J.	49 West North Street Clayton, NJ 08312

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CATHOLIC ENTITY	ADDRESS
The Church of Saint Katharine Drexel, McKee City, New Jersey	6075 West Jersey Avenue Egg Harbor Township NJ 08234
The Church of Saints Peter and Paul, Washington Township, N.J.	362 Ganttown Road Turnersville, NJ 08012
Saint Mary of Mount Carmel Parish, Hammonton, N.J.	226 French Street Hammonton, NJ 08037
St. Stephen's R. C. Church, Pennsauken Township, N. J.	6306 Browning Road Pennsauken, NJ 08109
St. Bridget's Catholic Church Glassboro N.J.	202 Ellis Street Glassboro, NJ 08028
Holy Eucharist Parish, Cherry Hill, N.J.	344 Kresson Road Cherry Hill, NJ 08034
St. Padre Pio Parish, Vineland, N.J.	4680 Dante Avenue Vineland, NJ 08360
The Parish of St. John Neumann, North Cape May, N.J.	680 Town Bank Road North Cape May, NJ 08204
St. Joachim Parish, Bellmawr, N.J.	601 West Browning Road Bellmawr, NJ 08031
Our Lady of Hope Parish, Blackwood, N.J.	701 Little Gloucester Road Blackwood, NJ 08012
Church of Christ the King, Haddonfield, N.J.	300 Windsor Avenue Haddonfield, NJ 08033
Notre Dame de la Mer Parish, Wildwood, N.J.	2900 Pacific Avenue Wildwood, NJ 08260
The Parish of the Holy Cross, Bridgeton, N.J.	46 Central Avenue Bridgeton, NJ 08302
Archbishop Damiano School/Saint John of God	1145 Delsea Drive Westville Grove, NJ 08093
Pope Paul VI High School, Haddon Township, N.J.	901 Hopkins Road Haddonfield, NJ 08033
Camden Catholic High School, Cherry Hill, N.J.	Cuthbert Boulevard and Route 38 Cherry Hill, NJ 08002
Holy Spirit High School, Absecon, N.J.	500 South New Road Absecon, NJ 08201
The Bishop James T. McHugh Regional School, Inc.	2221 NJ State Highway Route 9 Cape May Courthouse, NJ 08210
St. Joseph Child Development Center, Inc.	17 Church St. Camden, NJ 08105
Catholic Charities, Diocese of Camden, Inc.	1845 Haddon Avenue Camden, NJ 08103
Diocese of Camden Trusts, Inc.	631 Market Street Camden, NJ 08102
Diocese of Camden Healthcare Foundation, Inc.	631 Market Street Camden, NJ 08102
The Diocesan Housing Services Corporation of the Diocese of Camden, Inc.	1845 Haddon Avenue Camden, NJ 08103
The Tuition Assistance Fund, Inc.	631 Market Street Camden, NJ 08102
Padre Pio Shrine, Buena Borough, NJ, Inc.	3665 North Mill Road Vineland, NJ 08360

EXECUTION VERSION

EXHIBIT C

National Catholic's Draft Notice

EXECUTION VERSION

MONTGOMERY MCCRACKEN WALKER & RHOADS LLP

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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

<p>In re:</p> <p>THE DIOCESE OF CAMDEN, NEW JERSEY</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No. 20-21257 (JNP)</p>
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NOTICE OF WITHDRAWAL OF OBJECTIONS AND RESERVATION OF RIGHTS OF THE NATIONAL CATHOLIC RISK RETENTION GROUP, LLC

The National Catholic Risk Retention Group, LLC (“**National Catholic**”), by and through its undersigned counsel, hereby submits this Notice of Withdrawal of Objections and Reservation of Rights (the “**Withdrawal**”) with respect to (i) the *Motion for Entry of an Order Approving Settlement of Controversy by and Among the Diocese and the Settling Insurers Pursuant to Fed. R. Bankr. P. 9019* [Docket No. 1087] (as thereafter supplemented, the “**Insurance Settlement Motion**”) originally filed by The Diocese of Camden, New Jersey (the “**Diocese**”), the above captioned chapter 11 debtor and debtor-in-possession, and (ii) the *Eighth Amended Chapter 11 Plan of Reorganization* [Docket No. 1725] (the “**Plan**”) filed jointly by the Diocese and the Official

EXECUTION VERSION

Committee of Tort Claimant Creditors (the “**Tort Committee**,” and together with the Diocese, the “**Plan Proponents**”), and respectfully state as follows:

WITHDRAWAL OF OBJECTIONS AND RESERVATION OF RIGHTS¹

1. National Catholic has reached a settlement agreement with the Plan Proponents (the “Settlement”). On February 21, 2023, the Plan Proponents filed a motion for entry of an order (i) authorizing the Plan Proponents to enter into the *Settlement Agreement and Release* attached hereto as **Exhibit A** (the “**Settlement Agreement**”) with The National Catholic Risk Retention Group, Inc. (“**National Catholic**”), Vincent Ajuk (“**Ajuk**”) and Crystal Martrell Gibbs (“**Gibbs**”), (ii) approving the Settlement Agreement, (iii) enjoining various Claims against National Catholic under Section 105(a) of the Bankruptcy Code; and (iv) granting such other and further relief as this Court deems just and proper [Docket No. 3152] (the “**Settlement Motion**”).

2. The Settlement Agreement provides that:

Upon the later of two (2) Business Days of the National Catholic Settlement Approval Order becoming a Final Order or two (2) Business Days of all Parties’ execution of the Agreement, National Catholic shall file the notice attached [to the Settlement Agreement] as Exhibit C advising the Bankruptcy Court that in light of the Bankruptcy Court’s approval of the Agreement and the Parties execution of same, (i) it is not pursuing its objections and/or joinders to objections to confirmation of the Plan and (ii) it is withdrawing [from] and not prosecuting or supporting the Insurance Settlement Motion.

3. Pursuant to the Settlement Agreement, the prerequisite set forth in paragraph 2 above has occurred and National Catholic hereby provides notice that (i) National Catholic is no longer pursuing its objections and/or joinders to objections to confirmation of the Plan, and hereby withdraws from (a) the *Insurers’ Preliminary Objection to the Eighth Amended Plan of Reorganization for the Diocese of Camden, New Jersey* [Docket No. 2410] and (b) the *Insurers’*

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Motion or Settlement Agreement, as applicable.

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Post-Trial Brief in Opposition to the Eighth Amended Plan of Reorganization [Docket No. 3079]; and (ii) National Catholic is no longer prosecuting or supporting the Insurance Settlement Motion, and hereby withdraws (a) from the *Insurers' Post-Trial Brief in Support of the 9019 Motion* [Docket No. 3076] and (b) as a party to the Settlement Agreement (as defined in Docket No. 1144).

Dated: March ___, 2023

Respectfully submitted,

**MONTGOMERY McCracken Walker &
Rhoads LLP**

/s/ Draft

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