

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

**DISCLOSURE STATEMENT FOR JOINT
CHAPTER 11 PLAN OF REORGANIZATION**

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT YET BEEN APPROVED BY THE COURT.

¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor's federal tax identification number are 7373.

Dated: September 6, 2024

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The Norwich Roman Catholic Diocesan Corporation, the debtor and debtor-in-possession in the above-captioned Bankruptcy Case (the “Debtor” or “Diocese”), the Catholic Mutual Relief Society of America (“Catholic Mutual”), and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut (the “Association of Parishes” and collectively, the “Plan Proponents”) submit this disclosure statement (the “Disclosure Statement”) in support of the *Joint Chapter 11 Plan of Reorganization* [Dkt. No. ____] as it may hereafter be amended or modified (the “Plan”), a copy of which is attached to this Disclosure Statement as Exhibit 1.²

This Disclosure Statement is intended to explain the Plan and provide adequate information to allow all Claimants to make an informed judgment regarding the Plan. The Plan sets forth, among other things, the proposed treatment of Claims and other interests in accordance with the Bankruptcy Code. If the Plan and this Disclosure Statement are not consistent, the terms of the Plan control.

Each Holder of a Claim entitled to vote to accept or reject the Plan should read this Disclosure Statement and the Plan (including all Exhibits and Schedules to the Plan and Disclosure Statement) in their entirety before voting. No solicitation of votes to accept or reject the Plan may be made except pursuant to this Disclosure Statement and section 1125 of the Bankruptcy Code. Except for the Diocese and certain of the Professionals it has retained, no person has been authorized to use or promulgate any information concerning the Diocese, its business, or the Plan other than the information contained in this Disclosure Statement and if given or made, such information may not be relied upon as having been authorized by the Diocese. You should not rely on any information relating to the Diocese, its business or the Plan other than that contained in this Disclosure Statement and the Exhibits hereto.

I. EXECUTIVE SUMMARY OF THE PLAN

A. Plan Overview

This Plan is jointly proposed by the Diocese, Catholic Mutual (the Diocese’s coverage provider), and the Association of Parishes (consisting of the Parishes within the geographical region of the Diocese) – the Plan Proponents. The Plan Proponents, who, along with Xavier, St. Bernard, Mercy, Oceania and Mount St. John (which is being sold for your benefit) have agreed to contribute millions of dollars and sell real estate to (i) fund a Trust for the benefit of Allowed Abuse Claimants and (ii) pay creditors. The Plan Proponents are confident that Allowed Abuse Claimants and creditors will receive a greater amount and more quickly under ***this Plan*** than under the Committee Plan, which requires years of protracted litigation and complete uncertainty as to any recovery.

Under ***this Plan***, Abuse Claimants who vote to ACCEPT and do NOT Opt-Out of the Plan (meaning that they check the “accept” box on the Ballot and do NOT check the “Opt-Out box” on the Ballot) may be eligible to receive distributions from Contributions made by the Debtor, Catholic Mutual, Oceania, the Parishes, High Schools, and others, totaling approximately \$30 million. Holders of Allowed Abuse Claims may receive a payment ***within days*** of the Effective

² The definitions set forth in Section I of the Plan apply to capitalized terms used, but not defined, in this Disclosure Statement. The rules of construction set forth in Section II of the Plan apply to this Disclosure Statement.

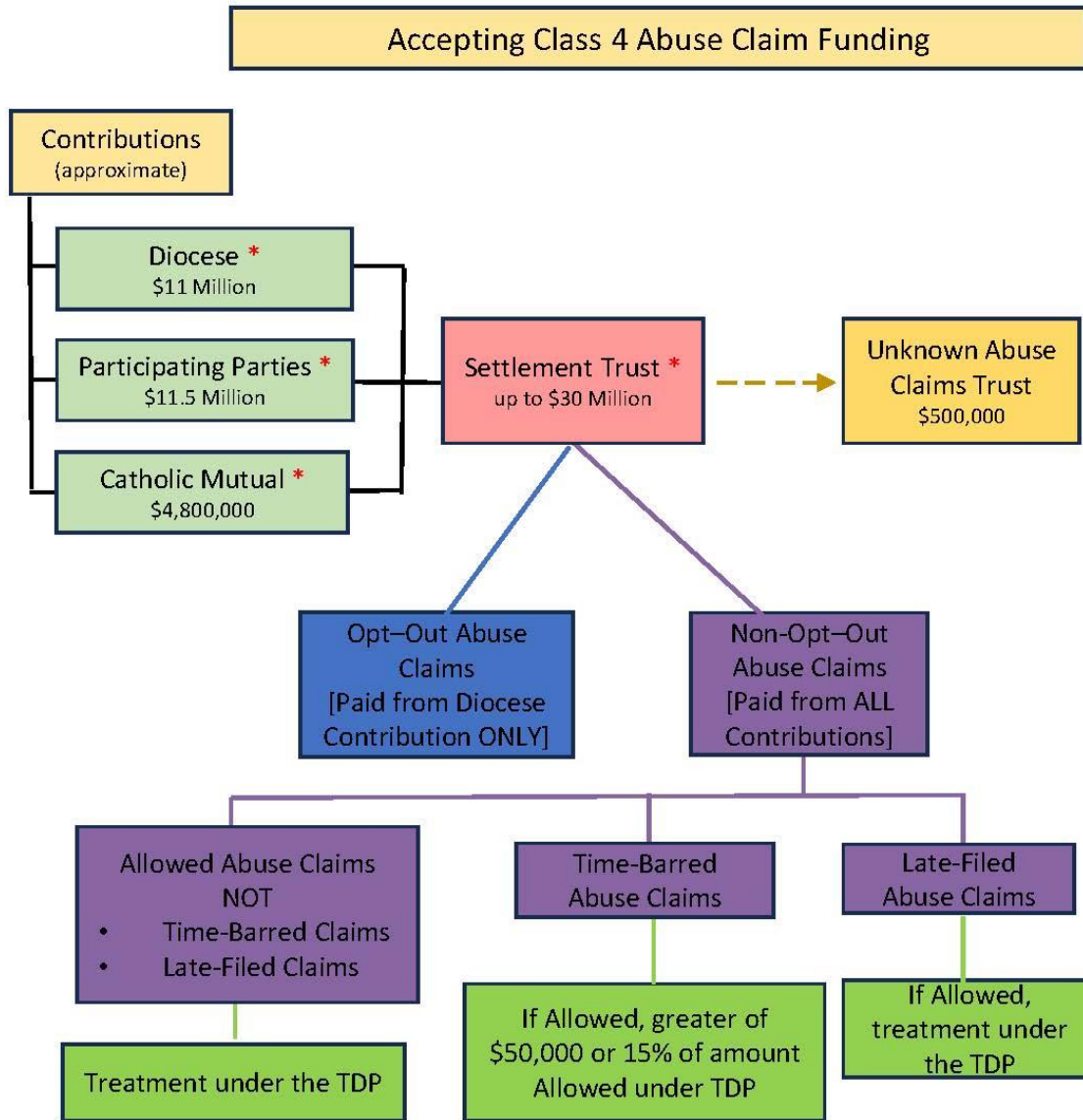
Date of *this Plan*. In sharp contrast, under the Committee Plan, Abuse Claimants will receive *no payments* from the Contributions by Catholic Mutual, the Parishes, the High Schools, and potentially Oceania (that total approximately \$22.7 million) until the lawsuits the Committee wants to pursue against those parties are fully litigated, and all appeals of any judgments are resolved – which could be *years from now*.

Here is how your Abuse Claim will be treated under *this Plan* depending upon if you (i) accept and do not Opt-Out, (ii) accept and Opt-Out; or (iii) reject this Plan:

Type of Abuse Claim	Option 1: ACCEPT the Plan and do NOT Opt-Out	Option 2: ACCEPT the Plan and Opt-Out	Option 3: REJECT the Plan
Allowed³ Abuse Claim (Other than Unknown Abuse Claims)	An Abuse Claimant holding an Allowed Abuse Claim will be paid in an amount to be determined by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan from <u>all</u> Contributions by the Diocese, Catholic Mutual, and the Participating Parties made to the Trust estimated to total up to \$30 million.	An Abuse Claimant holding an Allowed Abuse Claim that is not a Late-Filed Abuse Claim or Barred Abuse Claim will be paid in an amount to be determined by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan and entitled to a Distribution from <u>only</u> the Diocese Contribution to the Trust estimated to be between \$4.7 million and \$11 million, depending on Court approval of the St. Bernard Settlement Agreement.	Same as Option 2.
Barred Abuse Claim	Barred Abuse Claims will be Allowed or Disallowed under the Trust Distribution Plan, which provides that such Claimants shall receive the greater of \$50,000 or 15% of the total Allowed Amount of the Barred Abuse Claim , as determined, pursuant to the Trust Distribution Plan within thirty (30) days of the Effective Date of the Plan.	Holder of an Allowed Barred Abuse Claim will receive a Distribution from the Diocese Contribution <u>only</u> , in an amount to be determined under the Trust Distribution Plan.	Same as Option 2.

³ As defined in Section 1.1(12) of the Plan.

Type of Abuse Claim	Option 1: ACCEPT the Plan and do NOT Opt-Out	Option 2: ACCEPT the Plan and Opt-Out	Option 3: REJECT the Plan
Late-Filed Abuse Claim	Late-Filed Abuse Claims will be treated and Allowed or Disallowed in accordance with the Trust Distribution Plan and not Disallowed solely on the basis that it was filed after March 15, 2022.	<p>The Bankruptcy Court will determine whether sufficient “excusable neglect” exists to deem the Late-Filed Abuse Claim timely upon the motion required to be filed pursuant to Section 5.4(c)(1) of the Plan. If Bankruptcy Court determines no “excusable neglect” or such claim is otherwise Disallowed, holder of Late-Filed Abuse Claim will receive \$0 under the Plan and the Diocese will be discharged and released from the Late-Filed Abuse Claim.</p> <p>If Bankruptcy Court finds “excusable neglect,” the Late-Filed Abuse Claim will, unless other grounds exist to object to the Late-Filed Claim, receive the same treatment as a Class 4 Abuse Claimant.</p>	Same as Option 2.
Releases and Injunctions	If you do <u>not</u> Opt-Out of this Plan, you will be consenting to the Releases and Injunctions set forth in Sections 13.6 through 13.10 of the Plan.		
Exculpation	The Plan contains customary exculpation provisions in Section 13.4 of the Plan, which shall apply regardless of any Opt-Out.		



* All stated amounts are estimates and will vary depending on potential additional recoveries from the Net Proceeds of the sale of the MSJ Property and Court approval of the Settlement Agreements under the Plan.

B. Introduction and History

On July 1, 2021, the Diocese filed a voluntary chapter 11 petition with the United States Bankruptcy Court for the District of Connecticut (the “Bankruptcy Court”), to address fully and fairly through the bankruptcy reorganization process the claims of sexual abuse made against it and certain other parties, while enabling the Diocese to continue to fulfill its Catholic mission and support its ministries. On July 29, 2021, the United States Trustee for Region 2 appointed the Committee to represent the Diocese’s unsecured creditors under section 1102(a)(1) of the Bankruptcy Code.

Commencing in August 2022, and continuing in the months that followed, the Diocese, Committee, Catholic Mutual, the Association of Parishes, the Oceania Province of the Congregation of Christian Brothers (“Oceania”), Mount St. John, Inc., the High Schools,⁴ the Annual Catholic Appeal, Inc., and the Unknown Abuse Claims Representative (“UCR”) (collectively, the “Settlement Parties”) engaged in a formal mediation to attempt to negotiate a global resolution of the Diocese’s reorganization and the Chapter 11 Case. After extensive negotiations, the Diocese and the Committee agreed to propose jointly the terms and conditions of reorganization set forth in the *Fifth Amended Joint Chapter 11 Plan of Reorganization Proposed by The Norwich Roman Catholic Diocesan Corporation and the Official Committee of Unsecured Creditors* [Dkt. No. 1653] (the “Joint Plan”). The contributions from Settlement Parties in the Joint Plan were reached as the result of extensive negotiations regarding, among other things, the extent of liability faced by each Settlement Party, the ability of each Settlement Party to pay, and coverage available for the types of Claims being asserted. In exchange for the agreed-upon contributions, the Joint Plan proposed that Abuse Claims against Settlement Parties would be channeled to a trust, and Abuse Claimants would need to release their Abuse Claims against the Diocese and other Settlement Parties to receive a distribution for their Abuse Claim.

The Bankruptcy Court directed the Settlement Parties to consider how to proceed with the Joint Plan in light of the *Harrington v. Purdue Pharma L.P.* (“Purdue Pharma”) case that was pending before the United States Supreme Court at the same time the Joint Plan was pending before the Bankruptcy Court. *See, e.g.*, Dkt. No. 1413. *Purdue Pharma* examined the bankruptcy courts’ authority to approve non-consensual third-party releases. The Diocese, Committee, and other Settlement Parties determined the best course of action was to proceed towards confirmation of the Joint Plan, while being mindful of *Purdue Pharma*’s potential impact on confirmation of the Joint Plan and its solicitation. One consideration, as represented to the Bankruptcy Court by counsel for both the Diocese and the Committee, was to prepare a backup plan that substantially kept the structure of the Joint Plan intact, while potentially amending the Joint Plan to ensure it contained consensual releases necessary to obtain confirmation in the event *Purdue Pharma* rejected non-consensual third-party releases. On June 27, 2024, in a 5-4 decision that expressly left undisturbed consensual third-party releases, the Supreme Court issued its decision in *Harrington v. Purdue Pharma L.P.*, 144 S. Ct. 2071 (2024) (the “Purdue Decision”), holding that bankruptcy courts may not release third-party claims against non-debtors pursuant to a plan of reorganization absent consent.

⁴ Comprised of Xavier High School Corporation of Middletown, Saint Bernard School of Montville, and Mercy High School Corporation.

Immediately after the Purdue Decision was issued, counsel to the Diocese emailed counsel to the Committee, High Schools, Association of Parishes, and Oceania, requesting a call to discuss how best to proceed in light of the Purdue Decision. Unfortunately, less than an hour later, unilaterally, without prior discussion or warning to the Diocese or other Settlement Parties, and in direct contravention of the interests of Abuse Claimants, the Committee abandoned all progress made to date by filing a “Notice of Withdrawal” of the Joint Plan [Dkt. No. 1779]. The Diocese, as co-Plan Proponent of the Joint Plan, did not consent to the Notice of Withdrawal and did not have knowledge that the Committee was filing the Notice of Withdrawal. The Committee then filed its *First Amended Chapter 11 Plan of Reorganization Proposed by the Official Committee of Unsecured Creditors* [Dkt. No. 1780] (the “Committee Plan”).

The Committee Plan is fatally defective, and the Diocese has not consented to the terms of the Committee Plan. Among other things, the Committee Plan (i) relies on funding mechanisms not authorized by the Bankruptcy Code, (ii) fails to provide adequate means for implementation as a matter of law and is not feasible, (iii) effectuates the *de facto* involuntary liquidation of the Diocese in violation of sections 1129(a)(1)-(3), 1112(c) and 303(a) of the Bankruptcy Code, (iv) improperly assigns claims and non-estate property, (v) results in the improper separation of rights and liabilities under executory contracts and insurance certificates, and (vi) fails to comply with laws applicable to religious corporations and Constitutional prohibitions restricting the courts of the United States from impairing the free exercise of religion. The Committee Plan plainly isn’t confirmable.

By betting on litigation rather than settlement, the Committee Plan risks depriving Abuse Claimants of recoveries by creating defenses to coverage of Abuse Claims by the Diocese’s long-time coverage provider, Catholic Mutual, and drastically reduces the Parishes or Catholic Entities that may contribute. Whatever uncertain recovery for Abuse Claimants may result from the Committee Plan, it will come after lengthy court or arbitration proceedings and at the cost of significant legal fees to be paid to Committee counsel. Simply, the Committee Plan disregards Abuse Claimants collective interests to get prompt, fair recovery.

The Bankruptcy Court held a status conference regarding the Purdue Decision and the Committee Plan on July 3, 2024. Thereafter, as encouraged by the Bankruptcy Court, the Diocese worked tirelessly with each of the Settlement Parties to try to prepare a plan consistent with the settlement achieved in the Joint Plan that complied with the Purdue Decision. The Diocese solicited and received input from the Settlement Parties regarding the structure of an amended Joint Plan, and, on July 16, 2024, shared a term sheet with the Committee to provide the foundation for an amended Joint Plan. After receiving feedback through multiple group calls with Settlement Parties, including the Committee, the Diocese prepared and circulated another term sheet on July 30, 2024. To this date, the Committee has not provided substantive comments to the July 30th term sheet and has instead refused to work further with the Settlement Parties to structure an amended Joint Plan. Indeed, at another status conference held before the Bankruptcy Court on August 6, 2024, at which counsel to the Diocese and other Settlement Parties requested the Committee work together with the Settlement Parties to resolve any remaining issues through mediation, counsel to the Committee represented to the Bankruptcy Court that the Committee did not want to pursue further mediation, instead electing to proceed with the litigation-centric Committee Plan. Even after the August 6, 2024 status conference, counsel to the Diocese reached out to the Committee

one last time, imploring the Committee to return to mediation to resolve any final issues so a plan could be proposed on a consensual basis. The Committee refused.

The Plan takes a different approach from the Committee Plan. Abuse Claimants are the focal point of the Plan. Rather than abandon all progress made by the Settlement Parties to date, the Plan strives to maintain the settlements embodied in the Joint Plan and provide the greatest possible recovery for any inexcusable harm and suffering inflicted in the past by Perpetrators, even for Abuse Claims for which the Diocese would not otherwise have any liability. Indeed, the Plan provides the means for settling and paying all Claims asserted against the Debtor, while providing for the Diocese's emergence from bankruptcy to continue to serve its Catholic faithful. The Plan contemplates the Diocese, Catholic Mutual and the Participating Parties—including the Parishes, Mount St. John, Oceania, Xavier, Mercy and St. Bernard—to make fair and reasonable settlement payments, and/or substantial and meaningful contributions to fund Distributions to Abuse Claimants, in exchange for a channeling injunction and certain releases.

Under the Plan, Abuse Claimants have the right to exercise the Opt-Out Election required by the Purdue Decision. Exercising the Opt-Out Election exempts the Opt-Out Claimant from the third-party releases and injunctions contained in the Plan. But the Opt-Out Claimants also give up a Distribution from the Contributions of the third-parties that would be protected by the injunctions and releases, but the Opt-Out Claimant will still receive a Distribution from the Diocese Contribution. For example, if the Abuse Claims Reviewer decides that the full recovery to an Abuse Claimant from the Trust would be \$300,000 (with no Opt-Out) and the Diocese Contribution to the Trust is approximately 20% of the total Contributions to the Trust (by the Diocese, Participating Parties and Settled Insurers), then the Opt-Out Claimant will only receive a Distribution in the amount of \$60,000 – or 20% of the \$300,000 the Abuse Claims Reviewer says the Abuse Claim may be paid. The Opt-Out Claimant may have a right to sue the Participating Parties, but their Abuse Claims also will be subject to objections and defenses. The Participating Party could also file its own bankruptcy, which would further delay any potential recovery for Survivors.

Unfortunately, because of the Committee's refusal to seek a consensus Plan, but to promote litigation during the plan process and thereafter, the Diocese, Settling Insurer and Participating Parties must expend lawyers' fees and incur the risk of litigation, which has already led to a slightly reduced level of Contributions to the Plan by Participating Parties and Catholic Mutual, resulting in a reduction in distributions to Abuse Claimants.

Because the Plan realizes meaningful value, without delay, consistent with the rights and interests of the Diocese, the estate, and its creditors, including the Abuse Claimants, and is substantially consistent with the global resolution previously struck through hard-fought mediation in this Chapter 11 Case, and for the other reasons set forth herein and to be established at the Confirmation Hearing, the Plan Proponents submit that the Plan is in the best interests of, and provides the highest and most expeditious recoveries to, all parties, including the Abuse Claimants.

THE PLAN PROPONENTS RECOMMEND THAT HOLDERS OF CLAIMS, INCLUDING HOLDERS OF ABUSE CLAIMS, VOTE TO ACCEPT THE PLAN.

The following table briefly summarizes the classification and treatment of Claims under the Plan. For a more detailed description of the Plan’s classification and treatment of Claims, see Section V below.

CLASS	DESCRIPTION	IMPAIRMENT	VOTING	ESTIMATED RECOVERY
1	Other Priority Claims	Unimpaired	Deemed to Accept	100%
2	Secured Claim of Citizens Bank, N.A.	Impaired	Yes	100%
3	Secured Revolving Loan and Secured Guaranty Claims of M&T	Unimpaired	No	100%
4	Abuse Claims Other Than Unknown Abuse Claims	Impaired	Yes	To Be Determined
5	Unknown Abuse Claims	Impaired	Yes	To Be Determined
6	General Unsecured Claims	Unimpaired	Deemed to Accept	100%
7	Abuse Related Contribution Claims	Impaired	Deemed to Reject	No Recovery
8	Claims Held by the Catholic Entities, Xavier and Oceania	Impaired	Yes	No Recovery Other Than Non-Monetary Settlement Terms

As provided by section 1126 of the Bankruptcy Code, only classes of Claims that are both Impaired under the Plan and entitled to a recovery under the Plan may vote to accept or reject the Plan. Here, the classes of Claims entitled to vote are Class 2 (Secured Claim of Citizens Bank, N.A.), Class 4 (Abuse Claims other than Unknown Abuse Claims), Class 5 (Unknown Abuse Claims), and Class 8 (Claims held by the Catholic Entities, Xavier and Oceania) (collectively, the “Voting Classes”).

C. Principal Terms of the Plan

This Section contains a summary of the principal terms of the Plan. You should carefully review the Plan in full before determining whether to vote to accept or reject the Plan. To the extent that any provision of this Disclosure Statement conflicts with any term of the Plan, the terms of the Plan shall control.

Reorganization and Recovery

Through the Plan, the Plan Proponents seek to establish a platform for the Debtor to reorganize and continue its Catholic mission and support its ministries, while also contributing a fair and equitable amount of its assets to fund Distributions to Abuse Claimants through the Trust and the Unknown Abuse Claims Trust. The rights of the Holders of secured Claims and General Unsecured Claims against the Diocese are treated under the Plan in a manner authorized by and consistent with the Bankruptcy Code. The expeditious reorganization of the Diocese would also significantly reduce the further diminishment of the Diocese's resources to pay for fees and expenses incurred by Professionals employed in this Chapter 11 Case, and other bankruptcy related costs, which have increased significantly following the Committee's unilateral decision to file the Committee Plan without the consent of the Debtor.

The Plan shall also be funded by Catholic Mutual and the Participating Parties who in exchange shall receive the benefit of the releases, Supplemental Settled Insurer Injunction, and Channeling Injunction provided for in the Plan, precluding Abuse Claimants that are not Opt-Out Claimants from proceeding with litigation against them.

The Non-Settling Insurers and other potentially responsible Persons (referred to in the Plan as Co-Defendants) also have the ability through the Plan to resolve with the Trustee Abuse Claims and Insurance Claims. The Abuse Claimants' ability to pursue the Non-Settling Insurers and other Co-Defendants would be preserved by the Plan (subject to its terms and conditions) but such Non-Settling Insurers and other Co-Defendants would still, even after the Effective Date, have the ability to reach a Settlement Agreement with the Trustee, among others, and thereby, upon consummation of such settlement, receive the benefit of the releases, Supplemental Settled Insurer Injunction, and Channeling Injunction provided for in the Plan, also precluding Abuse Claimants that are not Opt-Out Claimants from proceeding with litigation against them.

The funds and assets received by the Trust and the Unknown Abuse Claims Trust will be used for Distributions to Abuse Claimants, and expenses of the Trust and Unknown Abuse Claims Trust. As reflected herein, the Plan Proponents believe that those recoveries will be significantly greater than amounts to be distributed to Abuse Claimants if the Committee Plan is confirmed or that would be distributed to Abuse Claimants in a hypothetical case under Chapter 7 of the Bankruptcy Code.

Overview of the Treatment of Abuse Claims in Class 4 (Excluding Unknown Abuse Claims)

Excluding duplicative claims, approximately 157 individuals have filed Abuse Claims,⁵ including Late-Filed Abuse Claims and Barred Abuse Claims.

⁵ Under the Plan, "Abuse Claim" means any Claim, including, but not limited to, any Late-Filed Abuse Claim or any Unknown Abuse Claim, against the Debtor or against any Participating Party for which the Debtor's conduct is a legal cause or a legally relevant factor, resulting or arising in whole or in part, directly or indirectly, from Abuse the first occurrence of which against such Abuse Claimant was committed by any Person before the Effective Date, and

Summary of Contributions

On the Effective Date, under the terms of the Plan and the Trust Documents, the Trust shall be created for the benefit of the Abuse Claimants. The Trust will be funded the following Contributions from the Debtor and/or Reorganized Debtor, and the Settled Insurer and Participating Parties who are protected by the third-party releases and injunctions under the Plan:

- (i) \$1 million of cash from the Debtor, which sum includes \$500,000 that the ACA is paying to the Debtor on account of certain disputed sums due to the Debtor by the ACA in order to resolve such dispute;
- (ii) \$2.5 million realized from a settlement agreement by and between Xavier and the Debtor that is sought to be approved under the Plan in accordance with section 1123(b)(3) of the Bankruptcy Code (the “Xavier Settlement Agreement”) and results in, among other things, the property on which Xavier currently operates, portions of which it does not currently own (the “Xavier Property”) being transferred to Xavier pursuant to section 1123(a)(5)(D) of the Bankruptcy Code within thirty (30) days of the Effective Date of the Plan (the “Xavier Property Transfer”);
- (iii) \$6 million realized from and subject to (a) the Sale of the St. Bernard Property, (b) Court approval of the settlement agreement by and between St. Bernard and the Debtor that is sought to be approved under the Plan in accordance with section 1123(b)(3) of the Bankruptcy Code (the “St. Bernard Settlement Agreement”) and (c) the resolution of St. Bernard’s reservation of rights with respect to its asserted interest in a portion (or all) of the proceeds on account of improvements made to the St. Bernard Property made by St. Bernard, pursuant to the St. Bernard Settlement Agreement;
- (iv) Approximately \$1,569,000 of Transferred Real Estate described in Plan Section 7.1(a)4, including the related Net Proceeds;
- (v) The Transferred Insurance Interests related to the Non-Settling Insurers including the Insurance Claims against and Insurance Recoveries due from such Non-Settling Insurers;
- (vi) \$50,000 realized from a settlement agreement by and between Mercy and the Debtor that and is sought to be approved under the Plan in accordance with section 1123(b)(3) of the Bankruptcy Code (the “Mercy Settlement Agreement”);
- (vii) \$7 million from Oceania;

seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Debtor, a Participating Party or any other Person, regardless of whether such Abuse Claim has been asserted prior to the Effective Date. “Abuse Claim” does not include any Related Insurance Claims or Medicare Claims.

- (viii) \$2 million from the Parishes;
- (ix) \$4.8 million from Catholic Mutual;
- (x) The Net Proceeds realized from the sale of the real estate owned by Mount St. John or the transfer of such real estate to the Trust;
- (xi) Approximately \$2,376,596 in debt owed by MSJ to the Diocese, including the loan debt owed by Mount St. John in the approximate amount of \$1,533,596 (plus accruing interest and costs) and the mortgage granted by Mount St. John to secure this amount, plus approximately \$843,000 in other unsecured debt obligations owed by MSJ to the Diocese; and
- (xii) The waiver of the Catholic Entities' Class 8 unsecured claims totaling more than \$2.3 million owed by the Debtor to such Catholic entities.

For the avoidance of doubt, Opt-Out Claimants shall only be entitled to a Distribution funded by the Diocese's Contributions to the Trust above. Opt-Out Claimants will not receive a Distribution funded by Contributions by the non-Diocese Participating Parties and Settled Insurers, and will have to sue to make up the shortfall in the amounts otherwise available to Abuse Claimants who do not Opt-Out. Abuse Claimants that do not Opt-Out will receive a full Distribution funded by all of these Contributions. Under the Plan, even if you initially Opt-Out of the releases and injunctions, you will receive a statement from the Trust that lays out your full and limited Distribution as an Opt-Out Claimant and you will have an opportunity to change your election and revoke your Opt-Out Election within six (6) months after the Effective Date of the Plan.

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The Diocese's Contribution of Real Estate

With respect to the unliquidated contributions set forth above, the Debtor reasonably projects, upon information and belief, that the Transferred Real Estate should generate Net Proceeds in the following estimated amounts:

<u>Transferred Real Estate</u>	<u>Value</u>
<i>Sold Transferred Real Estate</i>	
Bath Street Office, 7-11 Bath St. Norwich, CT 06360:	\$ 177,081
Tribunal, 17 Otis St., Norwich, CT 06360:	\$ 160,522
Diocesan School Office, 25 Otis St Norwich, CT 06360:	\$ 163,125
Vacant Office, 31 Perkins Ave., Norwich, CT 06704:	\$ 136,936
<i>Unsold Transferred Real Estate</i>	
Moss Property, 7 Otis St. Norwich, CT 06360:	\$ 531,050 ⁶
St. Mary's School, subdivided portion of 50-54 North Main Street, Jewett City (Griswold), CT 06351:	<u>\$ 400,000</u>
Estimated Net Proceeds from Transferred Real Estate:	\$1,568,714

The Mount St. John Property

The Net Proceeds to be realized from the real estate owned by Mount St. John is difficult to project. The property known as 135 Kirtland St. (the "Mount St. John Property") situated in Deep River, Connecticut, consists of approximately 74 (per the survey, the main parcel is 65.45 acres, and the two ancillary parcels are 5.96 and 2.73 acres, respectively) acres of land abutting the Connecticut River, the over 90,000 square foot former school building and multiple additional accessory buildings. Mount St. John originally listed the real estate through Cushman & Wakefield in August, 2019. After various unsuccessful attempts to reach an agreement with other potential buyers, Mount St. John negotiated and ultimately reached an agreement with a buyer to purchase the Mount St. John Property for an amount which is subject to a confidentiality provision preventing its public disclosure. The parties entered into their purchase and sale contract on June 10, 2022. The purchase and sale contract contained inspection, financing and permitting contingencies which Mount St. John believed as appropriate under the circumstances. After numerous extensions of various deadlines, the buyer timely exercised its right to terminate the purchase and sale contract on August 25, 2023.

Pursuant to the Plan and the Settlement Agreement reached with Mount St. John, on or as soon as practicable after the Effective Date, the Mt. St. John Property will be transferred by quitclaim deed to the Trust or its nominee for the benefit of the Class 4 Claimants. During this period of time which may continue for up to a year from the Effective Date, the Trust shall pay the

⁶ Reflects an estimated 5% reduction of value for commission.

expenses incurred to maintain and insure the Mount St. John Property as set forth in the Mount St. John Settlement Agreement. It is contemplated that the Trust will create a single purpose entity to own the Mount St. John Property (as the Trustee's designee) to insulate the Trust from any potential liabilities that may arise on account of the Mount St. John Property.

The Trustee will attempt to maximize the value realized from the Mount St. John Property for the benefit of Abuse Claimants.

In projecting the Net Proceeds to be realized from the sale of the Mount St. John Property, the purchase price is the most important component. The Plan Proponents believe that the previously agreed upon purchase price represents a close approximation to what should be realized from its sale. The actual purchase price agreed to by a ready, willing and able buyer will likely be impacted by the resolution of a significant issue with respect to access from the public street, Kirtland St., to the Mount St. John Property.

Upon review of the land records and maps, it was discovered that the subject property did not include a right-of-way for the primary access driveway from Kirtland St. The original right-of-way reserved for the then owner of the Mount St. John Property in a deed dated October 10, 1889, was specific to the grantor only and did not include the grantor's heirs and assigns. Notwithstanding, upon information and belief, the driveway has been used continuously since to access the Mount St. John Property and specifically since the school's original establishment in 1904. Therefore, a prescriptive easement may be established through a civil action against the owners of the real property used for the driveway to the Mount St. John Property. Additionally, although not ideal, the Mount St. John Property may be accessed from a separate public road, Winter Ave.

Other factors will significantly impact the Net Proceeds that may be realized by the Trust from the sale of the Mount St. John Property. The amount of real property taxes owed to the Town of Deep River is presently subject to dispute and being litigated in two civil actions pending before the Middletown Superior Court, Judicial District of Middlesex, State of Connecticut. As of October 1, 2019, the Town of Deep River took the position that once Mount St. John ceased operating, it was no longer entitled to the real property tax exemption applicable to educational institutions pursuant to Conn. Gen. Stat. section 12-81(7). The Town of Deep River had also assessed real property taxes based on its appraised value for the Mount St. John Property in the approximate amount of \$36 million. The most recent appraised value publicly disclosed by the Town of Deep River equals approximately \$30 million. The Town of Deep River presently asserts unpaid real property taxes owed against the Mount St. John Property in excess of \$2.6 million (again, based on appraised values ranging from \$30 to \$36 million).

On or about September 15, 2020, Mount St. John commenced the first real property tax appeal challenging both the non-applicability of the educational institution exemption and the valuation asserted by the Town of Deep River. On or about April 19, 2021, Mount St. John commenced the second real property tax appeal.

Upon information and belief, Mount St. John possesses no assets of any meaningful value other than the Mount St. John Property. The Mount St. John Property has significant inherent value that should be realized by the Trust. Unlike Mount St. John, the Trust, through its designee, will have the financial ability to fund (to a reasonable and cost-effective extent) the continued prosecution of the tax appeals with the Town of Deep River (including by obtaining a formal appraisal) and any litigation necessary to establish the prescriptive easement for the right-of-way

between Kirtland St. and the Mount St. John Property. Additionally, as a hedge against the risk less is obtained for the Mount St. John Property than anticipated, the Debtor, as part of the Plan, is assigning its mortgage against the Mount St. John Property to the Trust. This mortgage secures approximately \$1.5 million and is prior in right pursuant to the Settlement Agreement with Mount St. John to the unfunded pension benefit liability and attorney's fees.

Other Potential Sources

After the Effective Date, the Trust will also be funded through settlements reached, if any, between the Trustee and any Non-Settling Insurers. These settlement agreements will be subject to Bankruptcy Court approval. In the event of such settlements, any post-Effective Date settled party shall then be entitled to the benefits of a Participating Party, and its liabilities will be subject to the releases, Supplemental Settled Insurer Injunction, and Channeling Injunction provided for under the Plan, precluding Abuse Claimants that are not Opt-Out Claimants from proceeding with litigation against them. Nothing in the Plan is intended to affect, diminish or impair a Class 4 Claimant's rights against a Co-Defendant, including that Co-Defendant's joint and several liability for Abuse, unless and until such Co-Defendant becomes a Participating Party pursuant to the terms of the Plan. The Plan is further intended to preserve and protect a Class 4 Claimant's Claims and interests in any Non-Settling Insurer Policies and against any Non-Settling Insurer; again, unless and until such Non-Settling Insurer becomes a Settled Insurer.

Allowed Abuse Claims

Unless an Abuse Claim is Objected to, it will be an Allowed claim entitled to a Distribution under the Plan. Some Claims may be subject to objections, which must be resolved before a Distribution can be made to the Abuse Claimant. However, the Plan resolves any objections to Late-Filed Abuse Claims and Barred Abuse Claims that vote to Accept the Plan and do not exercise the Opt-Out Election in the treatment of such Claims as Allowed Claims under the TDPs, as discussed below at pp. 51-53 and in Sections 5.4(c) and 5.4(g) of the Plan.

Late-Filed Abuse Claims

Late-Filed Abuse Claims are Claims for which a Proof of Claim was not filed before the March 15, 2022 Claims Bar Date. Late-Filed Abuse Claimants must establish their "excusable neglect," excusing the late filing of their Proof of Claim in accordance with *Pioneer Inv. Servs. v. Brunswick Assocs. Ltd P'ship*, 507 U.S. 380 (1993) and the Bankruptcy Court enters an Order deeming the Late-Filed Abuse Claim as timely. Unless and until such motion is granted and the Late-Filed Abuse Claim is Allowed as a Class 4 Claim by a Non-Appealable Order, no Distribution shall be paid on account of the Late-Filed Abuse Claim as a Class 4 Claim pursuant to the Trust Distribution Plan.

However, each Late-Filed Abuse Claim shall be entitled to vote on the Plan as a holder of a Class 4 Claim until such time as the Class 4 Claim has been Disallowed by a Non-Appealable Order entered by the Bankruptcy Court. A Late-Filed Abuse Claimant who votes to accept the Plan and does not exercise the Opt-Out Election on the Class 4 Ballot on or before the Voting Deadline shall have their Abuse Claim treated and Allowed or Disallowed in accordance with the

terms and conditions set forth in the Trust Distribution Plan and forego having to establish “excusable neglect” for filing the Late-Filed Abuse Claim.

Holders of Late-Filed Abuse Claims who have not voted to accept the Plan and/or have exercised the Opt-Out Election on their Class 4 Ballot will be only entitled to pursue Allowance of their Late-Filed Abuse Claim upon establishing their “excusable neglect” excusing the Late-Filed Abuse Claim. Unless an objection to a Late-Filed Abuse Claim is pending as of the Effective Date, this must be filed within thirty (30) days of the Effective Date of the Plan.

Barred Abuse Claims

Barred Abuse Claims are Abuse Claims that would be barred by Connecticut’s statute of limitations because the alleged Abuse occurred too long ago (see Conn. Gen. Stat. § 52-577d). Barred Abuse Claims are identified on Exhibit I of the Plan.

If a Barred Abuse Claimant (i) executes a Class 4 Ballot accepting the Plan (including the releases and injunctions discussed in Sections 13.6 through 13.10 of the Plan) and (ii) does not exercise the Opt-Out Election, such Barred Abuse Claim shall be treated and Allowed or Disallowed in accordance with the terms and conditions set forth in the Trust Distribution Plan, which provides that such Claimants shall receive the greater of \$50,000 or 15% of the total Allowed Amount of their Barred Abuse Claim, as determined by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan within thirty (30) days of the Effective Date of the Plan and irrespective of the pendency of an objection to the Barred Abuse Claim. If a Barred Abuse Claimant (i) executes a Class 4 Ballot accepting the Plan (including the releases and injunctions discussed in Sections 13.6 through 13.10 of the Plan) but (ii) does exercise the Opt-Out Election, the Barred Abuse Claimant will receive a Distribution from the Diocese Contribution only in an amount to be determined under the Trust Distribution Plan and, in any event, remain subject to the outcome of a pending Barred Abuse Claim objection.

Anticipated Distributions

As soon as possible after the Effective Date, and under the terms of the Plan and the Trust Documents, the Trust shall make Distributions to Allowed Class 4 Claimants.

Based upon these contributions, including the estimated amounts to be realized from currently unliquidated assets, and based further upon the terms and conditions set forth in the Trust Distribution Plan, the Plan Proponents reasonably project, upon information and belief, that the aggregate value to be contributed to the Trust should approximate \$30 million.

The actual Distributions made to each Abuse Claimant in Class 4 will depend upon the actual amount realized by the Trust, the actual number of Abuse Claimants entitled to a Distribution, the number of Opt-Out Claimants, and the results of the claims review process implemented by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan. Each Abuse Claimant in Class 4 may actually receive more in Distributions, if not significantly more, or less in Distributions, if not significantly less, than these estimated averages depending upon the Abuse Claims Reviewer’s review of claims and application of the evaluation factors, additional factors and adjustments required by the Trust Distribution Plan among all of the Abuse Claimants in Class 4.

Overview of Treatment of Unknown Abuse Claims in Class 5

Unknown Abuse Claims in Class 5 are Impaired under the Plan. The Unknown Abuse Claims Trust will be funded based, in part, upon the findings and recommendations of the Unknown Abuse Claims Representative and as determined by the Bankruptcy Court. The Unknown Abuse Claims Trust shall be initially funded from the Contributions made by the Participating Parties provided in the Plan, by the Trustee transferring to the Unknown Abuse Claims Trust Five Hundred Thousand Dollars (\$500,000) for the benefit of Unknown Abuse Claims. As soon as possible after the Effective Date, and under the terms of the Plan and the Unknown Abuse Claims Trust Documents, the Unknown Abuse Claims Trust shall pay all Class 5 Claimants.

Overview of Treatment of Claims Other Than Abuse Claims

Claims against the Debtor that are not Abuse Claims are identified and described in full in Section VI of this Disclosure Statement. They will be treated as follows under the Plan:

- ☐ Other Priority Claims in Class 1 are Unimpaired under the Plan and shall receive 100% recovery.
- ☐ The Citizens Secured Guaranty Claim in Class 2 is Impaired and upon the closing of the Xavier Property Transfer within thirty (30) days after the Effective Date pursuant to the Xavier Settlement Agreement, Citizens shall fully, finally, and completely release and forever discharge the Diocese from any and all obligations arising under the Citizens Guaranty Agreement; *provided, however*, Citizens shall retain a Lien against the Xavier Property representing those certain loan agreements by and between Xavier and Citizens.
- ☐ The M&T Secured Revolving Loan Claim and M&T Secured Guaranty Claim in Class 3 are Unimpaired and shall retain its Claims against the Reorganized Debtor and the Liens securing such Claims under the Plan.
- ☐ General Unsecured Claims in Class 6 are Unimpaired under the Plan and shall receive 100% recovery.
- ☐ Abuse Related Contribution Claims in Class 7 are Impaired under the Plan and shall receive no recovery.
- ☐ The Claims held by the Catholic Entities (which include Mercy, St. Bernard and Mount St. John), Xavier and Oceania classified in Class 8 are Impaired under the Plan and the Catholic Entities, Xavier and Oceania have, as part of their settlement with the Diocese reflected in the Plan, waived the right to receive any Distribution under the Plan.

With respect to Class 7, the Plan Proponents are not aware of any Abuse Related Contribution Claims classified in Class 7. The Plan Proponents proposed to separately classify this type of Claim given the possibility (albeit unlikely) that such Claims could be asserted and

permitted to vote, their unique legal distinctions, and the proposed treatment of no Distribution on account of their Abuse Related Contribution Claims.

Class 8 specifically includes all Claims (including Abuse Related Contribution Claims) against the Debtor held by the Catholic Entities (which include the Parishes, Mercy, St. Bernard and Mount St. John), Xavier and Oceania.

As set forth in the schedules filed by the Debtor shortly after the commencement of this Bankruptcy Case, the following Parishes and other Catholic Entities have each filed a Proof of Claim against the Debtor in the corresponding amounts:

<u>Parish / Catholic Entity</u>	<u>Amount of Claim</u>
Norwich Diocesan Cemetery Corporation ⁷	\$ 1,521,571.45
Saint Mary's Church Corp	\$ 98,013.37
St. John's Roman Catholic Cemetery Corporation	\$ 104,739.78
St. John's Roman Catholic Church Montville	\$ 394,936.22
St. Teresa of Calcutta Parish Corporation	\$ 101,381.71
The St. Joseph's Church Corporation of New London	\$ 96,091.54
The St. Paul Catholic Church Corporation ⁸	\$ 50,000.00
Total:	\$ 2,366,734.07

These amounts reflect loans made or other consideration provided by the corresponding entities to the Diocese prior to the commencement of this Bankruptcy Case.

Additionally, Xavier, Mount St. John, Mercy, St. Bernard, the Association of Parishes on behalf of all Parishes, and Oceania all filed Proofs of Claim in this Bankruptcy Case asserting Claims for contribution, indemnification and other related Claims in connection with the Abuse Claims. Furthermore, on behalf of all Parishes, the Association of Parishes asserted Claims against the Debtor arising on account of applicable insurance policies in which a Parish is or is intended to be a covered party.

As part of the resolution reached and set forth in the Plan, such Claimants classified in Class 8 shall not receive any Distribution on behalf of their Claims.

Non-Monetary Commitments and Reforms

To further promote healing and reconciliation, and to continue its efforts to prevent Abuse and other injury to children from occurring in the Diocese in the future, the Diocese agrees that it

⁷ In part, as successor in interest to St. Mary, New London Cemetery Corporation (in the amount of \$471,852.66), St. Mary's and St. Joseph's Cemetery Corporation (in the amount of \$795,574.55), and St. Patrick Cemetery Uncasville (in the amount of \$184,137.31).

⁸ On December 9, 2021, The St. Paul Catholic Church Corporation merged into The St Josephs Church Corporation of New London. Therefore, Proof of Claim No. 10010 was filed by The St Josephs Church Corporation of New London (the surviving entity) on behalf of The St. Paul Catholic Church Corporation (the merged entity).

will undertake and the Diocese shall comply with the Non-Monetary Commitments to Healing and Reconciliation in Exhibit G attached to the Plan.

D. The Reorganized Debtor

Following confirmation of the Plan, the Diocese's assets not contributed to the Trust or the Unknown Abuse Claims Trust will be revested in the Diocese. To facilitate the Diocese's reorganization and continued fulfillment of its mission and support of its ministries, the Plan provides for the following assets, among others, to be retained by the Diocese:

- ☐ All personal property including all office equipment and books and records;
- ☐ All deposit and investment accounts with all financial institutions (other than the amount necessary to make the cash payment due on the Effective Date pursuant to the Plan);
- ☐ The Chancery Office, 201 Broadway, Norwich, CT 06360;
- ☐ The Bishop's Residence, 274 Broadway Norwich, CT 06360;
- ☐ St Vincent De Paul Middletown, 613 Main St., Middletown, CT 06457;
- ☐ The real property located at 1470 Randolph Road, Middletown, Connecticut and leased by the Debtor to Mercy; and
- ☐ Spanish Center New London, 60 Jay Street, New London, Ct 06320.

Based on the Diocese's operational history, the Diocese submits that the Diocese will have sufficient funds to continue to execute its mission after the Effective Date of the Plan.

To confirm a plan, the Bankruptcy Code requires that a Bankruptcy Court find that confirmation of the plan is not likely to be followed by liquidation or the need to further financially reorganize the Debtor (the "Feasibility Test"). For a plan to meet this test, the Bankruptcy Court must determine there is a reasonable likelihood that the Reorganized Debtor will possess the working capital and other resources to meet its obligations under the Plan. The Debtor's cash flow projections for six months following the projected Plan confirmation date are attached hereto as **Exhibit 4.**

The Plan Proponents believe and will demonstrate at the Confirmation Hearing that the Reorganized Debtor can make all Distributions required by the Plan and to fund its operations going forward and, therefore, that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

E. Voting and Confirmation Procedures

By order dated _____, 2024 (the "Disclosure Statement Order"), the Bankruptcy Court approved this Disclosure Statement as containing adequate information of a kind and in sufficient detail to enable creditors of the Debtor to decide whether to accept the Plan.

A copy of the Disclosure Statement Order is attached as **Exhibit 3.** The Bankruptcy Court's approval of the Disclosure Statement does not constitute a recommendation by the Bankruptcy Court to creditors that they should vote to accept or to reject the Plan. Holders of Claims in Voting

Classes can find voting instructions in the Disclosure Statement Order and in the Ballots that accompany this Disclosure Statement. Because the Abuse Claims have not been determined in a particular amount, for voting purposes only, each Abuse Claim in Class 4 will be valued at one dollar (\$1.00). Similarly, the Unknown Abuse Claims Representative is deemed to have a Claim in the amount of one dollar (\$1.00). To be counted, Ballots must be properly completed, executed, and actually received by the Debtor's claims agent (the "Claims Agent"), by 5:00 p.m. (prevailing Eastern time), on _____, 2024 (the "Voting Deadline").

The Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan to commence [_____,] 2024 at 10:00 a.m. (prevailing Eastern time) (the "Confirmation Hearing"), at the United States Bankruptcy Court, Abraham Ribicoff Federal Building, 450 Main Street, 7th Floor, Hartford, CT 06103. This hearing may be adjourned occasionally, including without further notice other than by announcement in the Bankruptcy Court on the scheduled date of the Confirmation Hearing. At the Confirmation Hearing, the Bankruptcy Court will consider whether the Plan satisfies the Bankruptcy Code for confirmation. The Bankruptcy Court will also receive and consider a Ballot report prepared by the Debtor's Claims Agent tabulating the votes accepting and rejecting the Plan.

DISCLAIMER

The Plan Proponents believe that the Plan, attached as Exhibit 1 to this Disclosure Statement, is in the best interests of creditors of the above captioned Debtor and Debtor-in-Possession and urges all Holders of Claims entitled to vote to accept the Plan.

This entire Disclosure Statement and its related documents are the only documents approved by the Bankruptcy Court to be used in connection with the solicitation of votes to accept or reject the Plan.

This Disclosure Statement contains only a summary of the Plan and is not intended to replace a detailed review and analysis of the Plan. All Holders of Claims are encouraged to review the full text of the Plan and the exhibits to the Plan and this entire Disclosure Statement carefully before deciding whether to vote to accept or reject the Plan. In the event of a conflict between the Plan and this Disclosure Statement, the provisions of the Plan will govern.

This Disclosure Statement is based on the factual information and the financial, business, and accounting data provided by the Debtor, or data obtained from other sources considered reliable by the Debtor. The information contained in this Disclosure Statement has not been subject to a certified audit. Thus, the Plan Proponents are unable to warrant or represent that the information contained in this Disclosure Statement is complete and accurate, although reasonable effort has been made to present complete and accurate information based on information made available to the Debtor and the Debtor's Professional's.

This Disclosure Statement has been prepared in accordance with section 1125 of the Bankruptcy Code and Rule 3016(b) of the Bankruptcy Rules and not necessarily in accordance with federal or state securities law or other non-bankruptcy law.

This Disclosure Statement may not be relied on for any purposes other than to determine whether to vote to accept or reject the Plan. Nothing in this Disclosure Statement is or shall be deemed to be an admission or a declaration against interest by the Plan Proponents for purposes of any existing or future litigation as to contested matters, adversary proceedings and other actions or threatened actions. This Disclosure Statement shall not constitute or be construed as an admission of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations. The Disclosure Statement shall not be admissible in any non-bankruptcy proceeding nor shall it be construed to be conclusive advice on the tax or other legal effects of the plan as to Holders of Claims in this Chapter 11 Case.

This Disclosure Statement contains statements that are forward-looking. Forward-looking statements are statements of expectations, beliefs, plans, objectives, assumptions, projections, and future events of performance. Among other things, this Disclosure Statement contains forward-looking statements with respect to anticipated future performance of a trust to be created for the benefit of Holders of Allowed Claims, as well as anticipated future determination of Claims, Distributions on Claims, and recoveries under insurance policies. These statements, estimates, and projections may or may not prove to be correct. Actual results could differ materially from those reflected in these forward-looking statements. Forward-looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including, among others, those described in this Disclosure Statement. The Plan Proponents undertake no obligation to update any forward-looking statement. New factors emerge from time to time and it is not possible to predict all such factors, nor can the impact of any such factors be assessed.

The statements contained in this Disclosure Statement are made as of the date hereof. The delivery of this Disclosure Statement does not imply that the information contained herein is correct at any time after the date hereof, and the Plan Proponents do not assume any obligation to update this Disclosure Statement for events or information arising after the date hereof.

Holders of Claims shall not construe this Disclosure Statement as providing any legal, financial, or tax advice. All Holders of Claims should consult with their own advisors as to any matters concerning the Plan, its solicitation, and the transactions, treatment, and distributions contemplated by the Plan.

II. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

Why are the Plan Proponents sending me this Disclosure Statement?

The Plan Proponents are seeking Bankruptcy Court approval of the Plan. This Disclosure Statement contains information about the Plan. Section 1125 of the Bankruptcy Code requires the proponents of a plan to provide a disclosure statement approved by the Bankruptcy Court with the Plan to assist you in making an informed judgment about whether you will accept or reject the Plan.

What happens to my recovery if the Plan is not confirmed, or does not go effective?

If the Plan is not confirmed, the Plan Proponents believe that recoveries for all claimants, including Abuse Claimants, will be materially reduced.

If the Plan provides that I get a Distribution, do I get it upon Confirmation or when the Plan goes effective, and what do you mean when you refer to “Confirmation” and “Effective Date”?

“Confirmation” of the Plan refers to the Bankruptcy Court approving the Plan. Confirmation of the Plan by a final order of the Bankruptcy Court will bind the Debtor, any person acquiring property under the Plan, and any creditor, including Abuse Claimants, to the terms of the Plan, in full satisfaction and compromise of any obligations that arose before the Chapter 11 Case. Confirmation of the Plan does not guarantee you will receive the Distribution contemplated under the Plan. After confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so the Plan can be consummated and become effective on the “Effective Date.” The “Effective Date” will occur when the order confirming the Plan has entered and the other conditions set forth in Section 12.1 of the Plan have been met, including that the Effective Date has not been stayed, the Trustee and the Reorganized Debtor have signed the Trust Agreement, and all parties contributing to the Trust have actually transferred their funds or related assets to the Trust. Distributions will be made by the Debtor after the Effective Date or as set forth in the Plan to Holders of Claims other than Abuse Claimants in Class 4 and Unknown Abuse Claimants in Class 5. Abuse Claimants in Class 4 will receive Distributions under the terms of the Trust Agreement and the Trust Distribution Plan, and Unknown Abuse Claimants in Class 5 will receive Distributions under the terms of the Unknown Abuse Claims Trust Agreement and Unknown Abuse Claims Trust Distribution Plan.

Will there be any releases granted to parties other than the Debtor, or any injunctions entered as part of the Plan?

What is the Debtor Discharge?

Except as otherwise provided in the Plan or in the Confirmation Order, on the Effective Date under section 1141(d) of the Bankruptcy Code, the Diocese will be discharged from all liability for any Claims that arose before confirmation of the Plan. For the avoidance of doubt, the Diocese shall be discharged of any liability because of any and all Claims, including Class 4 Claims and Class 5 Claims, including Opt-Out Abuse Claims. Notwithstanding the Debtor’s discharge, only to preserve coverage under any Non-Settling Insurer’s Insurance Policies and claims against the Non-Settling Insurers, the discharge does not apply to, and Class 4 and Class 5 Claimants specifically reserve, and do not release, any claims they may have against the Diocese, the Reorganized Debtor, or any other Participating Party that implicate coverage under any Non-Settling Insurer’s Insurance Policies, but Class 4 and Class 5 Claimants shall only have recourse and they may only recover from the proceeds of the Non-Settling Insurer’s Insurance Policies and all other damages (including extra-contractual damages), awards, judgments over policy limits, penalties, punitive damages and attorney’s fees and costs that may be recoverable against any Non-

Settling Insurers because of their conduct about insurance coverage for, or defense or settlement of, any Abuse Claim. Any such judgments or awards will be handled under the Plan and the Trust Distribution Plan. The Class 4 and Class 5 Claims will not be released or enjoined as against the Diocese, the Reorganized Debtor, or any other Participating Party for any Abuse that may be covered under any Non-Settling Insurer's Insurance Policies until such claims are settled, as applicable, with the Trustee, the Reorganized Debtor, any other Participating Party and such Non-Settling Insurer or are adjudicated, resolved, and subject to a Non-Appealable Order, but recourse and any recovery on behalf of such Class 4 and Class 4 Claimants is limited to recoveries from the Non-Settling Insurers as described above.

What is the Discharge Injunction?

If the Plan is confirmed the Debtor will receive the benefit of a discharge injunction in Section 13.1 of the Plan.

What is the Opt-Out Election on the Ballot?

Class 4 Claimants and Class 5 Claimants may Opt-Out of the third-party releases and injunctions provided in Sections 13.6 through 13.10 of the Plan by exercising the Opt-Out Election on the Ballot. Failure to properly and timely exercise the Opt-Out Election will constitute such Claimant's express and unconditional grant, and express and unconditional agreement and consent to, the third-party releases and injunctions provided in, in accordance with Sections 13.6 through 13.10 of the Plan and as restated on the Ballot. Opt-Out Claimants' rights to pursue Opt-Out Abuse Claims, which for the avoidance of doubt excludes Claims solely against the Debtor, will be subject to the Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions, as provided in Section 13.11 of the Plan. Opt-Out Claimant's Claims directly against the Debtor shall be subject to the Channeling Injunction and will be evaluated by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan. Allowed Opt-Out Abuse Claims solely against the Debtor shall be paid from the Diocese Contribution.

What are the Releases and Injunctions Subject to the Opt-Out Election?

Catholic Mutual and the Participating Parties—including the Parishes, ACA, Xavier, Mercy, St. Bernard, Mount St. John and Oceania—have proposed to compromise and settle with the Debtor any Claims against them related to Abuse and other Claims between them, and such agreement has been incorporated into the Plan including the other Plan Documents. If the Plan is confirmed, upon the Effective Date of the Plan, Catholic Mutual shall be entitled to the benefits of a "Settled Insurer" and the Catholic Entity Parties (including the Parishes, Mercy, St. Bernard and Mount St. John), Xavier and Oceania shall be entitled to the benefits of a "Participating Party" under the Plan including the releases, Supplemental Settled Insurer Injunction, and Channeling Injunction precluding Abuse Claimants that are not Opt-Out Claimants from proceeding with litigation against them.

The Channeling Injunction and Supplemental Settled Insurer Injunction prohibit any Person, except for Opt-Out Claimants, from asserting against any Participating Party or Settled Insurer any claim related to any Abuse Claim, any insurance policies issued by the Settled Insurers,

or any claim against any Participating Party for contribution, indemnity, defense, subrogation, or similar relief.

To effectuate such agreements with the Diocese, all Abuse Claimants that do not exercise the Opt-Out Election cannot receive any Distribution from the Trust unless they execute an Abuse Claim Release releasing the Settled Insurers (including Catholic Mutual) and the Participating Parties, and all known or unknown parties who may claim coverage under any insurance policy issued to the Debtor by a Settled Insurer of any Claims arising from or relating to Abuse Claims or Unknown Abuse Claims. The Abuse Claim Release shall be in the form appended as Exhibit L to the Plan.

Notwithstanding the above, to preserve coverage under any Non-Settling Insurer's Insurance Policies, Class 4 and Class 5 Claimants specifically reserve, and do not release, any claims they may have against the Diocese, the Reorganized Debtor, or any other Participating Party that implicate coverage under any Non-Settling Insurer's Insurance Policies, but recourse is limited as described in greater detail below. (Collectively, all terms of release set forth in this paragraph, the "Release Terms.")

After the Effective Date of the Plan, in the event any Person enters into a Settlement Agreement with the Trustee which is approved by the Bankruptcy Court, such Person may become entitled to the benefits of either a Participating Party or Settled Insurer under the Plan, if such settlement provides accordingly. To effectuate such Settlement Agreement, the Abuse Claim Release form that the Abuse Claimants are required to execute in order to receive any Distribution from the Trust shall release all Participating Parties and Settled Insurers including those Persons who settle with the Trustee after the Effective Date, subject to the Release Terms set forth above.

Do the releases and injunctions effect Confirmation of the Plan?

Because the releases and injunctions under the plan are voluntary (and subject to the Opt-Out Election) they do not affect confirmation of the Plan.

Exculpation and Limitation of Liability

The Exculpated Parties will be protected from claims arising from or relating to any act or omission occurring between the Petition Date and the Effective Date in connection with or relating to this Bankruptcy Case, including the exercise of their respective business judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the Plan, or the negotiation of the Disclosure Statement, the Plan and related settlement agreements. These Exculpated Parties are defined in Section 1.1 of the Plan to include the Debtor, the Catholic Mutual Parties, the Committee and the Committee's members, and each of their respective officers, directors, attorneys, financial advisors, accountants, and other duly authorized employed professionals in this Bankruptcy Case, including the Mediators and the Unknown Abuse Claims Representative.

This exculpation and limitation of liability will not extend to any person who committed an act or acts of Abuse resulting in a Claim against the Debtor. The exculpation and limitation of

liability will also not apply to any Claims arising from actual fraud, willful misconduct, criminal conduct, gross negligence or professional malpractice.

How do I vote for or against the Plan?

This Disclosure Statement is being distributed to the Holders of Claims entitled to vote on the Plan, along with Ballots to be used for voting on the Plan. If you are a Holder of a Claim in Class 2 (Secured Claim of Citizens Bank, N.A.), Class 4 (Abuse Claims other than Unknown Abuse Claims), Class 5 (Unknown Abuse Claims),⁹ or Class 8 (the Catholic Entities, Xavier and Oceania), you may vote for or against the Plan by executing and completing your Ballot and delivering it to the Claims Agent: (a) by first-class mail (whether in the return envelope provided with each Ballot or otherwise); (b) by overnight courier; (c) by hand delivery; or (d) via the Voting Upload Portal on the Chapter 11 Case website maintained by the Claims Agent so that it is actually received by the Claims Agent no later than 5:00 p.m. (Eastern Time) on [_____,] 2024 (the “Voting Deadline”). Do not send your Ballot to the Debtor, the Committee or to the Bankruptcy Court – it will not be counted.

What is the deadline to vote on the Plan?

All Ballots must be **actually received** by the Claims Agent by the Voting Deadline of 5:00 p.m. (prevailing Eastern time) on [_____,] 2024, via mail or email. If your Ballot is not received by the Debtor’s Claims Agent by the Voting Deadline, and such deadline is not extended, your vote on the Plan will not be counted and/or Opt-Out Election will not be deemed timely.

What is the Confirmation Hearing and when is it scheduled to occur?

Section 1128(a) of the Bankruptcy Code requires that the Bankruptcy Court hold a hearing on confirmation of the Plan. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan. The standards for confirmation are set forth above and in section 1129 of the Bankruptcy Code.

The Bankruptcy Court has scheduled the Confirmation Hearing to commence on [_____,] 2024 at 10:00 a.m. (prevailing Eastern time) before the Honorable James J. Tancredi, United States Bankruptcy Judge for the Bankruptcy Court of the District of Connecticut, at the Abraham Ribicoff Federal Building, 450 Main Street, 7th Floor, Hartford, CT 06103. The Confirmation Hearing may be adjourned occasionally, including without further notice except for an announcement of the adjourned date made at the Confirmation Hearing.

Objections to Confirmation of the Plan must be filed and served on the Notice Parties (defined below) **no later than** [_____,] 2024, **at 5:00 p.m.** (prevailing Eastern Time) under the notice of the Confirmation Hearing that accompanies this Disclosure Statement. Unless objections to the confirmation of the Plan are timely filed and served, those objections might not be considered by the Bankruptcy Court.

⁹ The Unknown Abuse Claims Representative will vote to accept or reject the Plan on behalf of Unknown Abuse Claims.

What role does the Bankruptcy Court play after the Confirmation Hearing?

After the Plan is confirmed, the Bankruptcy Court will still have exclusive jurisdiction over all matters arising under, in furtherance of, or in connection with, the Plan. These matters include: (1) determining objections to disputed claims and requests for payment on administrative expense claims; (2) resolving controversies and disputes regarding interpretation and implementation of the Plan and related documents; (3) entering orders to protect parties from actions prohibited under the Plan; (4) approving amendments to and modifications of the Plan; (5) determining any applications, adversary proceedings, and contested or litigated matters pending on the Effective Date; and (6) the closure of this Chapter 11 Case.

Do the Plan Proponents recommend voting for the Plan?

Yes. The Plan Proponents recommend voting for the Plan because, as reflected herein, the Plan provides for a much larger as less speculative Distribution to the Abuse Claimants than would otherwise occur under the Committee Plan or result from liquidation.

THE PLAN PROPONENTS RECOMMEND THAT THE HOLDERS OF CLAIMS IN THE VOTING CLASSES VOTE TO ACCEPT THE PLAN.

III. OVERVIEW OF THE CHAPTER 11 PROCESS

A. A Chapter 11 Case

Chapter 11 of the Bankruptcy Code allows a debtor to reorganize its operations in an orderly fashion to benefit its creditors and other parties in interest.

The commencement of a Chapter 11 Case creates an estate comprising all the legal and equitable interests of the Debtor as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may continue to operate and remain in possession of its property as a debtor-in-possession unless the Bankruptcy Court orders the appointment of a trustee. In the Debtor's case, there has been no request to appoint a trustee and the Debtor remains a debtor in possession.

Filing a petition under the Bankruptcy Code triggers the automatic stay provisions of the Bankruptcy Code. Section 362 of the Bankruptcy Code provides for an automatic stay of all attempts by individuals and entities to collect on pre-petition claims against a debtor, continue lawsuits against a debtor, or otherwise exercise control over or interfere with a debtor's property or operations. The automatic stay remains in full force and effect until the effective date of a confirmed chapter 11 plan, unless otherwise ordered by the Bankruptcy Court.

B. A Chapter 11 Plan

The formulation of a chapter 11 plan is the principal purpose of a Chapter 11 Case. A chapter 11 plan sets forth the means for satisfying the claims against in a debtor's estate. Once a plan is confirmed by a bankruptcy court, it becomes binding on a debtor and all of its creditors,

and the prior obligations owed by a debtor to such parties are compromised and exchanged for the obligations specified in the Plan.

C. Voting On a Chapter 11 Plan

Court Approval Required

Before a debtor solicits votes to accept a proposed plan, section 1125 of the Bankruptcy Code requires a debtor to prepare and file a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about whether to accept or reject the Plan. This Disclosure Statement is presented to Holders of Claims against the Debtor to satisfy the requirements of section 1125 of the Bankruptcy Code.

Impaired Classes with Recoveries Entitled to Vote

After the disclosure statement to a chapter 11 plan has been approved by a bankruptcy court, creditors whose claims against a debtor are Impaired under a plan, and who may receive some recovery under the plan, may vote to accept or reject the plan. Section 1124 of the Bankruptcy Code provides that a claim is Impaired if the legal, equitable, or contractual rights of the claim are altered. As an example, a claim is Impaired if the time for the debtor to pay the amount due is extended beyond the time originally contemplated by the parties. A claim is also Impaired if the plan provides that a claimant may only pursue recovery on the claim against certain, rather than all, of the debtor's assets after the Chapter 11 Case.

Applying these rules, only certain classes of Claims against the Debtor are entitled to vote. Class 2 (Secured Claim of Citizens Bank, N.A.), Class 4 (Abuse Claims), Class 5 (Unknown Abuse Claims), and Class 8 (Claims Held by Catholic Entities, Xavier and Oceania) are each Impaired under the Plan and are entitled to receive some property (Classes 4 and 5), or waived rights to Distributions based on a settlement with the Debtor as set forth in the Plan (Class 8). As a result, each of these Voting Classes may vote to accept or reject the Plan.

Class 1 (Other Priority Claims), Class 3 (Secured Revolving Loan and Secured Guaranty Claims of M&T), and Class 6 (General Unsecured Claims) are each Unimpaired under the Plan and cannot vote because they are deemed to accept the Plan. Relatedly, Class 7 (Abuse Related Contribution Claims) is Impaired under the Plan, may not receive any property pursuant to the Plan, and is, therefore, deemed to reject the Plan without voting. Any Ballots cast by Holders of Claims in these classes will not be counted.

Acceptance of a Chapter 11 Plan

Section 1126 of the Bankruptcy Code defines acceptance of a plan as votes for the plan by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Holders of Allowed claims in each voting class who cast Ballots. Here, the Claims Agent will collect and tabulate all Ballots cast by the Voting Classes and report this information to the Bankruptcy Court.

In addition, under Bankruptcy Rule 3018(a), the Bankruptcy Court may temporarily allow any Claim in an amount that the Bankruptcy Court deems proper for the purpose of voting to accept or reject the Plan. In this Chapter 11 Case, the Abuse Claims in Class 4 are unliquidated. The amount of damages to which any Abuse Claimant is entitled, if any, has not yet been determined by any court or by any agreement between the Debtor, its insurers, and any Abuse Claimant.

Here, to determine if the required dollar amount of the Class 4 Abuse Claims voted for the Plan, each Claim in Class 4 will be allocated \$1.00 for voting purposes only. If more than 2/3 of voting Class 4 Abuse Claimants vote for the Plan, Class 4 will have accepted the Plan.

D. Effect of Rejection Upon Confirmation of a Chapter 11 Plan

The Bankruptcy Court may confirm the Plan even though a creditor class rejects the Plan (Class 7 is deemed to reject the Plan because Class 7 creditors are not receiving anything on account of Class 7 claims). In order for the Plan to be confirmed despite its rejection by a Class of Impaired Claims, the Plan must be accepted by at least one class of Impaired Claims (determined without counting the votes of “insiders”) and the Plan Proponents must show that the Plan does not “discriminate unfairly” and that the Plan is “fair and equitable” regarding each Impaired Class of Claims that does not vote to accept the Plan.

Under section 1129(b) of the Bankruptcy Code, a plan is “fair and equitable” as to a rejecting class of claims or equity interests if the plan provides that: (a) each Holder of a secured claim will receive or retain because of its claim property with a value, as of the effective date of the plan, equal to the allowed amount of such claim or such other treatment as accepted by the Holder of such claim; and (b) each Holder of an unsecured claim junior to the claims of such class will not receive because of such junior claim any property unless the senior class is paid in full.

A plan does not “discriminate unfairly” against a rejecting class of claims if (a) the relative value of the recovery of such class under the plan does not differ materially from that of any class (or classes) of similarly situated claims, and (b) no senior class of claims is to receive over 100% of the claims in such class.

The Plan Proponents believe that the Plan will satisfy the foregoing requirements as to any rejecting class of Claims, and can, therefore, be confirmed.

IV. THE DEBTOR, ITS OPERATIONS AND THE CHAPTER 11 CASE

A. Nature and History of the Diocese

The Roman Catholic Church is comprised of territories, known as dioceses, each of which is subject to the authority and control of a bishop. The Diocese is a Roman Catholic diocese in the eastern half of Connecticut and a small part of New York founded in 1953 by Pope Pius XII, encompassing Middlesex, New London, Windham and Tolland counties in Connecticut, as well as Fisher Island, New York. Every Catholic entity, including the Diocese, is subject to church law also called Canon Law. The Diocese is structured and operates in accordance with Canon Law and is a juridic person under Canon Law.

Until September 4, 2024, the Most Reverend Michael R. Cote, D.D. (the “Bishop”) was the Bishop of the Diocese since May 14, 2003. Monsignor Leszek T. Janik is the Diocese’s Vicar General. The Diocese serves various ministries, including Catholic Charities, Saint Vincent de Paul, Catholic Family Services, Campus Ministry, Ministry to the Sick, the Norwich Diocesan Council of Catholic Women. Following Bishop Cote’s retirement, Archbishop Christopher J. Coyne, Archbishop of Hartford, was appointed Apostolic Administrator of the Diocese.

The Diocese also owns multiple pieces of real estate. In particular, the Diocese owns or formerly owned the real estate, including the buildings and improvements situated thereon, used by three separately incorporated non-profit schools operated by the High Schools.

Each of the Parishes located within the Diocese’s geographic region is a non-profit organization separately incorporated under the laws of the State of Connecticut. None of the Parishes are debtors in this Chapter 11 Case. Each Parish corporation owns various real and personal property that it uses in its ministry.

B. Hierarchy of the Roman Catholic Church

The hierarchy of the Roman Catholic Church “above the Diocese” may be found at <https://www.catholic-hierarchy.org/diocese/dhart.html>. The governance and relationships by and amongst Catholic Entities are governed by *The Code of Canon Law* (Washington, DC: Canon Law Society of America, 1999). Each bishop is appointed to exercise authority over a particular territory called a *diocese*. Each bishop is truly to act as a shepherd for his diocese. With the assistance of priests and deacons, he exercises his pastoral office over the portion of the People of God assigned to him, regardless of age, condition, or nationality, or whether permanently or temporarily residing in the diocese. In overseeing his diocese, the bishop must insure the authentic teaching of the Catholic faith, the proper and regular celebration of the sacraments and other acts of devotion, the fostering of vocations to the priesthood and religious life, and the governing of the diocese.

An archdiocese also is called a *metropolitan see* or the “head” diocese of an *ecclesiastical province*. For example, the Archdiocese of Hartford is the metropolitan see for the ecclesiastical Province of Hartford, which includes the Archdiocese itself and the *suffragan* Dioceses of Norwich, and Bridgeport. (The term *suffragan* simply refers to those dioceses of a province under the leadership of the archdiocese.) The purpose of forming such a province is to foster cooperation and common pastoral action within a region. *Code of Canon Law*, section 434. The archbishop, while clearly holding an office with great prestige, has immediate jurisdiction only over his own diocese.

The Diocese is unaware of any connection or relationship between entities above the Diocese hierarchically and the allegations or claims of Abuse that have been made in this Chapter 11 Case.

C. Operations of the Diocese

The Diocese, through its central administrative offices: (a) provides operational support to certain of the Parishes within the Diocese, and certain other Catholic Entities that operate within the territory of the Diocese (collectively, the “Participating Employers”); (b) maintains the

properties it owns including those used by the High Schools; (c) provides comprehensive risk management services to the Participating Employers; (d) administers employee benefits, including medical, insurance, and retirement benefits, for the clergy and lay employees of the Diocese (the “Diocesan Employees”) and for employees of the Participating Employers (the “Non-Diocesan Employees”); (e) administers payroll for the Diocese and for certain of the Participating Employers; and (f) coordinates other administrative services as needed. Each of the Parishes, High Schools, and other Catholic Entities are separately incorporated from the Diocese.

Further, the Diocese provides services for several charitable organizations, including the ACA; St. Vincent de Paul Place, Norwich, Inc.; St. Vincent DePaul, Middletown, Inc.; Diocese Of Norwich Outreach To Haiti, Inc.; Norwich Diocesan Cemetery Corporation; Catholic Charities, Diocese of Norwich, Incorporated; Holy Apostles College and Seminary, Inc.; Holy Family Home and Shelter, Inc.; St. Joseph’s Living Center, Inc.; St. James School Associations, Inc.; and Saint John Paul II School. These parties are not debtors in the Chapter 11 Case.

In particular, the ACA (The Annual Catholic Appeal of the Diocese of Norwich, Inc.) is a separately incorporated, non-profit fund-raising entity that subsidizes over twenty-five vital charitable ministries and programs in communities throughout the Diocese. The mission of these ministries and programs is to provide food, clothing, shelter, and behavioral health needs to those that cannot provide for themselves.

The ACA’s assets are comprised entirely of charitable donations given by parishioners to serve the ministries and programs the ACA supports. Connecticut state law provides for the preservation of charitable funds and restricts their use to the purpose for which they were given. *See* Conn. Gen. Stat. section 47-2 (“All estates granted for the maintenance of the ministry of the gospel, or of schools of learning, or for the relief of the poor, or for the preservation, care and maintenance of any cemetery, cemetery lot or monuments thereon, or for any other public and charitable use, shall forever remain to the uses to which they were granted, according to the true intent and meaning of the grantor, and to no other use whatever.”). Accordingly, exposing the ACA’s assets to payment of the Claims of the Diocese’s creditors directly violates Conn. Gen. Stat. § 47-2.

D. Mount St. John’s School

Mount St. John’s School was a Catholic residential school for disadvantaged and at-risk boys originally established in 1904. The Diocese operated the school by Diocesan authority until approximately 2013 when the residential program was closed.

While some boys residing at Mount St. John’s School had allegedly been sexually abused by priests and other clergy in the years prior, a significant number of such incidents of Abuse at issue in this Bankruptcy Case arose after the Diocese in 1989 appointed Br. Paul McGlade to serve as assistant to the Executive Director of the school. A total of 97 Abuse Claims have been asserted in this Bankruptcy Case related to Abuse which allegedly occurred while the Abuse Claimants attended Mount St. John. Of these claims, 15 related to Abuse allegedly took place prior to the appointment of Br. Paul McGlade in 1989.

By letter dated March 9, 1989, the then Bishop of Norwich, the Most Reverend Bishop Daniel P. Reilly (“Bishop Reilly”) wrote to the Very Reverend Brother Provincial of St. Patrick’s

Province of the Christian Brothers (“St. Patrick’s Province,” the predecessor to Oceania) to ask if he would consider lending Br. McGlade to the Diocese to prepare him and eventually to take over as Executive Director of Mount St. John’s School. After further correspondence, arrangements were made and on October 11, 1989, Bishop Reilly entered into an agreement between the Diocese and St. Patrick’s Province for Br. McGlade to serve first as assistant to the Executive Director for a period of twelve (12) months and then as Executive Director for a period of three to five years. Br. McGlade ultimately served as Executive Director until 2002.

On or about 1993, the St. Patrick’s Province transferred Br. Donald Pascal Alford to the Diocese of Norwich and Mount St. John’s School. Br. Alford served as a music teacher at the Mount St. John’s School and the leader of its Boy Scout Troop.

In this Chapter 11 Case, approximately 74 Proofs of Claim have been filed against the Diocese by Abuse Claimants alleging that they had been sexually abused by Br. McGlade when they resided as children at Mount St. John’s School. Similarly, approximately 17 Proofs of Claim have been filed against the Diocese involving acts of alleged Abuse committed by Br. Alford at Mount St. John’s School. Abuse Claimants also filed approximately 30 Proofs of Claims against the Diocese for acts of alleged Abuse committed against them by distinct perpetrators at Mount St. John’s School.

E. Insurance Liability Coverage

To insure the Diocese’s many activities, the Diocese maintained extensive insurance coverage over the course of decades. Specifically, the Diocese purchased and continues to purchase a broad range of primary commercial liability insurance and, at various times, excess and/or umbrella liability insurance policies to protect itself from a myriad of risks. These Insurance Policies provided and continue to provide substantial insurance coverage, including under the older policies, for claims arising out of sexual abuse or sexual misconduct. The Insurance Policies provide coverage to the Diocese and the incorporated parishes, schools, and other Catholic Entities within the Diocese’s territory.

From 1957 to the present, the Diocese was insured for sexual abuse and sexual misconduct under Insurance Policies purchased from different insurance companies. The Schedule of Insurance Policies is appended as Exhibit C to the Plan. These insurance policies can be broken down into three groups: the Aetna Casualty & Surety Co.¹⁰ (“Aetna”) years (from 1957 to 1974); the American Employers Insurance Company¹¹ (“American Employers”) years (from 1974 to 1977); and the Catholic Mutual years (from 1977 to the present). Except as settled by the Catholic Mutual Settlement Agreement and Plan with respect to the Settled Insurers and the Settled Insurer Policies, the rights of all parties under the Insurance Policies issued by these Insurance Companies are reserved and the Plan is “insurance neutral” with respect to all of the Non-Settling Insurance Companies.

¹⁰ Upon information and belief, Travelers Casualty & Surety is the successor to Aetna and obligated under the Aetna Policies purchased by the Diocese.

¹¹ Upon information and belief, SPARTA Insurance is the successor to American Employers and obligated under the American Employers Policy.

The Aetna Policies (1957 to 1974)

With one possible exception, effective from May 4, 1957, through June 1, 1974, the Diocese purchased primary insurance coverage (the “Aetna Policies”) from Aetna. The Aetna Policies cover both the Diocese and, at various times, certain other Catholic Entities.

The Aetna Policies from May 4, 1957, through June 1, 1971, did not have any aggregate limits of liability. In certain periods within this time frame, the Aetna Policies contained per-person and per-occurrence limits of liability. Specifically, the Aetna Policy for the period from January 12, 1957, through January 12, 1961, imposed limits of \$100,000 per-person and \$300,000 per-accident. Each of the Aetna Policies for the three periods from June 1, 1968, through June 1, 1969, June 1, 1969, through June 1, 1970, and June 1, 1970, through June 1, 1971, imposed \$500,000 per-person and \$1,000,000 per-occurrence limits on liability coverage. All other Aetna Policies during this time frame contained no fixed dollar limits upon liability coverage.

The Aetna Policies for the period from June 1, 1972, through June 1, 1973, and June 1, 1973, through June 1, 1974, imposed an aggregate limit on liability in the amount of \$1,000,000. They also each contained a per-person limit of \$500,000 and a per-occurrence limit of \$1,000,000.

Abuse Claimants have filed approximately 28 Abuse Claims in this Bankruptcy Case that may implicate these policy periods from 1957 to 1974. All of these claims may be subject to Connecticut’s statute of limitations and, in particular, for claims of child sexual abuse, Conn. Gen. Stat. 52-577(d) (2018), since they apparently were first commenced when the Abuse Claimant was over 48 years of age.

The American Employers Policy (1974 to 1977)

For the period from July 1, 1974, through July 1, 1977, the Diocese purchased primary insurance coverage (the “American Employers Policy”) from American Employers. With respect to bodily injury liability, the American Employers Policy originally provided limits of liability of \$500,000 per-occurrence and an aggregate limit of \$500,000. However, by an endorsement effective April 3, 1975, the limits of liability were amended to increase the per-occurrence limit to \$5,000,000 and the aggregate limit to \$5,000,000.

Abuse Claimants have filed approximately 7 Abuse Claims in this Bankruptcy Case that may implicate this policy period from July 1, 1974 to July 1, 1977. All of these claims may be subject to Connecticut’s statute of limitations and, in particular, for claim of child sexual abuse, Conn. Gen. Stat. 52-577(d) (2018), since they apparently were first commenced after the Abuse Claimant had reached 48 years of age.

The Catholic Mutual Certificates (1977 to the Present)

The Plan and Catholic Mutual Settlement Agreement resolve coverage issues on the liability coverage provided by Catholic Mutual between July 1, 1977 to the present under more than forty (40) separate coverage certificates issued to the Diocese. Those certificates provide varying levels of sexual abuse coverage to the Diocese on varying terms. In general, the certificates

fall into one of three categories based upon the nature and scope of coverage provided: the occurrence-based certificates with no exclusion or limitation for sexual abuse claims (from 1977 to 1986); the occurrence-based certificates with specific limits for sexual abuse claims (from 1986 to 1990); and the claims-made certificates (from 1990 to the present).

As detailed in Catholic Mutual's letters dated January 22, 2020, and June 22, 2022, to the Diocese, Catholic Mutual's asserted the coverage position with respect to Abuse Claims where the first incident of Abuse took place July 1, 1990 or later on a claims-made basis was that they were subject to: (i) a retroactive date of July 1, 1990; and (ii) aggregate limits and sub-limits based on the dates of the underlying alleged incidents of Abuse.

As also explained in those letters, Catholic Mutual's claims made coverage includes a provision applicable when a member files for bankruptcy. This provision provides that any claims filed during the course of an entity's Bankruptcy Case (i.e., between the Petition Date and plan Effective Date) shall be deemed to have been made on the first day of the Bankruptcy Case such that such claims will be subject to the terms, conditions, and limits of the certificate that was in force on the Petition Date. This provision thus limits coverage for all Abuse Claims filed during the course of the Diocese's Bankruptcy Case, including Post-Petition Abuse Claims, to a single \$2,000,000 aggregate.

The Debtor acknowledges and cautions that significant coverage issues exist and that Catholic Mutual has presented counterarguments and repeatedly expressed its intent to defend against these Insurance Claims vigorously. Accordingly, the Debtor has ultimately agreed to compromise and settle these Insurance Claims involving Catholic Mutual on the terms and conditions explained in this Disclosure Statement and set forth in the Plan. That settlement does not affect the Preserved Coverage that will remain in force after the Effective Date of the Plan occurs. The Debtor respectfully submits that, given the circumstances presented and the many complex issues involved, such settlement is fair and reasonable and in the best interest of the Debtor, its estate and the Abuse Claimants. After the Effective Date, the coverage provided by Catholic Mutual to the Diocese with respect to Abuse Claims shall consist of claims-made coverage having the same terms, conditions, and limits as exist in the current certificate except that the applicable retroactive date will be amended to be the Effective Date. However, given the aggregate limit applicable to Abuse Claims filed during the bankruptcy proceedings, the amendment will not materially change the current coverage of the Diocese as to Abuse Claims.

Beyond coverage for Abuse Claims, Catholic Mutual also provided to the Diocese pre-Petition Date – and will continue to provide post-Effective Date – a number of other coverages, including property coverage, various general liability coverages, crime coverages, builders risk coverages, directors & officers coverage, priests/religious personal property and liability coverages, excess liability coverage, and equipment breakdown coverage. These various coverages are subject to the terms, conditions, exclusions, and limits set forth Catholic Mutual's certificates.

Diocese Non-Abuse Related Liabilities

Secured Debt

M&T Bank Corporation (Manufacturers and Traders Trust Company) ("M&T") alleges to hold a Claim against the Diocese secured by a possessory Lien against the Diocese's post-petition deposit accounts for the approximate amount of \$276,543.32.

Additionally, on February 26, 2016, the Diocese and M&T, as successor by merger of People's United Bank, National Association, executed that certain Limited Guaranty Agreement to secure the alleged indebtedness of Mercy High School to Farmington Bank, a Capital Stock Savings Bank, as M&T's predecessor in interest, as same may have been amended from time to time, secured by a certain mortgage granted on 1740 Randolph Rd., Middletown, Connecticut. M&T holds a secured guaranty claim in the approximate amount of \$1,752,820.46 as of the Petition Date, arising as a result of the M&T Secured Guaranty Agreement (the "M&T Secured Guaranty Claim").

Lastly, on April 30, 1998, the Diocese and RBS Citizens, N.A. ("Citizens") executed that certain Limited Guaranty Agreement to secure the alleged indebtedness of Xavier High School to Citizens, as same may have been amended from time to time, secured by certain mortgages granted on 181 Randolph Road, Middletown, Connecticut (the "Citizens Secured Guaranty Claim"). Citizens holds a secured guaranty claim in the approximate amount of \$5,046,752.32 as of the Petition Date as a result of the Citizens Secured Guaranty Claim.

Unsecured Debt

The Diocese owed its ordinary course vendors approximately \$27,318.92 as of the Petition Date, for the delivery of goods and services to the Diocese, which are used in the operation of the Diocese's business, including providing support for its ministries and other outreach programs. These creditors are essential to the Diocese's operations, as they provide the items and services necessary to continue the Diocese's mission.

F. Events Leading to the Chapter 11 Case

On or about July 11, 2014, the individual using the pseudonym, Hector Doe, commenced a civil action against MSJ, the Diocese and Bishop Reilly in the Superior Court, State of Connecticut, alleging their responsibility for the sexual abuse he suffered as a child committed by Br. McGlade when Hector Doe resided at Mount St. John's School.

In 2017, two additional survivors commenced their civil actions against the Diocese, MSJ and Bishop Reilly, alleging child sexual abuse committed by Br. McGlade at Mount St. John's School. In 2018, survivors commenced an additional twenty (20) civil actions alleging acts of sexual abuse that had occurred at Mount St. John's School. Most of these claims asserted sexual abuse committed by Br. McGlade. Some survivors asserted that they had suffered sexual abuse committed by Br. Alford. While some survivors asserted that Br. Alford had acted together with Br. McGlade, some survivors alleged claims of sexual abuse solely against Br. Alford.

In the years that followed, numerous additional complaints had been filed against the Diocese, MSJ and Bishop Reilly asserting that the plaintiffs had been sexually abused as children residing at Mount St. John's School during the years from approximately 1989 through 2002, by Br. McGlade, Br. Alford, and multiple other distinct perpetrators. In total, approximately fifty-four (54) civil lawsuits had been commenced. As these lawsuits progressed, Hector Doe and the other survivors amended their complaints to assert related claims against Oceania for its role in transferring Br. McGlade and Br. Alford to Mount St. John's School.

On January 28, 2019, Catholic Mutual provided the Diocese with its coverage position letter related to the coverage of claims of sexual abuse arising at Mt. St. John that were subject to the July 1, 2014, to July 1, 2015 certificate. Over these years since 2019 and before the Diocese filed bankruptcy, the attorneys for the survivors, the Diocese, The Oceania Province of the Congregation of Christian Brothers and Catholic Mutual negotiated in an effort to settle the abuse claims related to Mt. St. John. They were unsuccessful. After carefully considering its options, on July 15, 2021, the Diocese filed bankruptcy to ensure: (a) an orderly claims administration process resulting in a more equitable distribution of funds to Abuse Claimants and Unknown Abuse Claimants; and (b) that the mission of the Diocese may continue to be fulfilled in service of the Catholic faith.

The Diocese commenced the Chapter 11 Case (i) to maximize its assets (including any available insurance assets) in order to provide the greatest recovery for the greatest number of Abuse Claimants; (ii) to provide an orderly claims administration process that ensures fairness in distribution and avoids the inherent inequities in the proverbial “race to the courthouse” that would otherwise have occurred; and (iii) to enable the Diocese to continue to fulfil its charitable, humanitarian and religious mission in service of the Catholic faith.

The decision to file for relief under chapter 11 of the Bankruptcy Code was not an easy one. The Diocese is a not-for-profit religious corporation with limited resources, including limited coverage under Catholic Mutual Certificates and other insurance by Non-Settling Insurers which may be available to compensate Abuse Claimants. The Diocese acknowledges its moral obligation to compensate victims of Abuse fairly and equitably from the limited funds available. Beyond its obligation to creditors, the Diocese has a fundamental and moral obligation to the Catholic faithful it serves to continue the ministries of the Church in fulfillment of the canonical and secular legal purposes of the Diocese.

The Diocese represents that it did not seek chapter 11 relief to evade responsibility for any asserted Abuse Claims or for any decisions made by Diocesan authorities when addressing that misconduct. In fact, the Diocese is committed to pursuing the truth, evidenced by its publication of a list of credibly accused clergy, and by retaining Retired Judge Michael E. Riley of Pullman & Comley to conduct a thorough diocesan accountability investigation. The Diocese’s Bishop has acknowledged past shortcomings by the Diocese and has attempted to offer aid and comfort to survivors of Abuse. To remedy these past shortcomings, the Diocese has established standards for the training and background assessment of all employees, clerics and volunteers who will likely interact with children and young people. And, as part of the Plan, the Diocese, in concert with the Parishes, has established and agreed to comprehensive non-monetary provisions. *See Exhibit G* of the Plan.

Additionally, the Diocese maintains the list of credibly accused clergy online at <https://www.norwichdiocese.org/Find/Accused-Clergy> (the “Credibly Accused List”). The Credibly Accused List contains the names of clergy who served in the Diocese with allegations of substance of sexual abuse of a minor. The Credibly Accused List also contains the year the clergy member was ordained and their current status. The Credibly Accused List is attached hereto as **Exhibit 5**.

G. Events During the Chapter 11 Case

Bankruptcy Filing and First Day Orders

The Diocese commenced the Chapter 11 Case on the Petition Date, by filing a voluntary petition under chapter 11 of the Bankruptcy Code [Dkt. No. 1]. The Diocese has continued in possession of its assets and the management of its business as debtor-in-possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

Concurrently with the filing of its chapter 11 petition, the Diocese filed certain motions and proposed orders (collectively, the “First Day Orders”). A summary of the relief granted in the First Day Orders is set forth below:

- ☐ **Cash Management Motion.** On July 22, 2021, the Bankruptcy Court entered the *Interim Order (I) Authorizing the Continued Use of the Debtor’s Cash Management System, Bank Accounts and Business Forms and (II) Granting Related Relief* [Dkt. No. 59] authorizing the Diocese to continue use of its cash management system, bank accounts and business forms as they existed immediately prior to the Petition Date. On September 13, 2021, the Bankruptcy Court entered a final order granting such relief on a final basis. [Dkt. No. 239]. On September 16, 2021, the Bankruptcy Court entered an amended final order granting such relief on a final basis. [Dkt. No. 266].
- ☐ **Wage and Benefits Motion.** On July 22, 2021, the Bankruptcy Court entered the *Interim Order (I) Authorizing the Debtor to (A) Pay Prepetition Wages, Salaries, Reimbursable Expenses, and Other Obligations on Account of Compensation and Benefits Programs and (B) Continue Compensation and Benefits Programs; and (II) Granting Related Relief* [Dkt. No. 61] authorizing the payment of certain pre- and post-petition wage, benefit, and expense obligations. On September 13, 2021, the Bankruptcy Court entered a second interim order granting such relief. [Dkt. No. 237]. On September 22, 2021, the Bankruptcy Court entered a final order granting such relief on a final basis. [Dkt. No. 286].
- ☐ **Motion to Seal.** On July 24, 2021, the Bankruptcy Court entered the *Interim Order on Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing and Approving Special Noticing and Confidentiality Procedures; (II) Authorizing and Approving Procedures for Providing Notice of Commencement and (III) Granting Related Relief* [Dkt. No. 74] approving the Diocese’s proposed procedures to protect the confidentiality of the identities and personal contact information of certain Holders of Claims against the Diocese arising from allegations of Abuse. On September 16, 2021, the Bankruptcy Court entered a final order granting such relief on a final basis [Dkt. No. 265].
- ☐ **Utility Motion.** On August 10, 2021, the Bankruptcy Court entered the *Interim Order Granting Motion of Debtor for Entry of an Order (I) Approving Proposed Form of Adequate Assurance of Payment to Utility Providers; (II) Establishing Procedures for Determining Adequate Assurance of Payment for Future Utility*

Services; (III) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Service; and (IV) Granting Related Relief [Dkt. No. 128] approving the Diocese's proposed adequate assurance of future performance and related procedures, and barring utility providers from altering, refusing, or discontinuing service. On August 30, 2021, the Bankruptcy Court entered a second interim order granting such relief. [Dkt. No. 178]. On September 16, 2021, the Bankruptcy Court entered a final order granting such relief on a final basis. [Dkt. No. 264].

- **Insurance Motion.** On August 31, 2021, the Bankruptcy Court entered the *Interim Order Authorizing Debtor To (I) Continue Insurance Coverage and Insurance Programs Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto and (II) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies; and (III) Granting Related Relief* [Dkt. No. 180] authorizing the Diocese to continue their insurance program in the ordinary course of business and renew or extend insurance coverage with the written consent of the Committee. On September 13, 2021, the Bankruptcy Court entered a final order granting such relief on a final basis [Dkt. No. 236].

Retention and Employment of the Diocese's Professionals

During the Chapter 11 Case, the Bankruptcy Court approved the Diocese's retention and employment of the following professionals to assist in the administration of the Diocese's Chapter 11 Case: (1) Ice Miller LLP as bankruptcy co-counsel to the Diocese [Dkt. No. 272]; (2) Robinson & Cole LLP as bankruptcy co-counsel to the Diocese [Dkt. No. 321]; (3) Brown Jacobson PC as special counsel to the Diocese [Dkt. No. 234]; (4) Gellert Scali Busenkell & Brown, LLC as special counsel to the Diocese [Dkt. No. 482]; (5) GlassRatner Advisory & Capital Group, LLC d/b/a B. Riley Advisory Services as financial advisors to the Diocese [Dkt. No. 271]; (6) Epiq Corporate Restructuring, LLC as claims and noticing agent [Dkt. No. 168] (services terminated by order entered on March 17, 2023 [Dkt. No. 1213]); (7) Hilco Real Estate Appraisal, LLC as real estate appraiser to the Diocese [Dkt. No. 483]; (8) Omni Agent Solutions as replacement claims and noticing agent [Dkt. No. 1213]; and (9) U.S. Properties Real Estate Services, LLC as real estate broker [Dkt. No. 1381].

Appointment of the Official Committee of Unsecured Creditors

On July 29, 2021, the Office of the United States Trustee appointed the Committee pursuant to section 1102(a)(1) of the Bankruptcy Code [Dkt. No. 90]. On September 10, 2021, the Bankruptcy Court approved the Committee's retention of Zeisler & Zeisler, P.C. as counsel to the Committee [Dkt. No. 233]. During the Chapter 11 Case, the Bankruptcy Court also approved the Committee's retention and employment of the following professionals to assist in the administration of the Chapter 11 Case: (1) Wellspeak Dugas & Kane, L.L.C. as real estate appraiser to the Committee [Dkt. No. 448]; (2) O'Sullivan McCormack Jensen & Bliss PC as special counsel to the Committee [Dkt. No. 551]; and (3) Karp & Langerman, P.C. as special counsel to the Committee on trust, corporate, and real estate matters [Dkt. No. 1453].

Bar Date and Claims Process

By order dated November 19, 2021, the Bankruptcy Court set March 15, 2022 at 5:00 P.M. (prevailing Eastern time) (the “Claims Bar Date”) as the last day for creditors, including Abuse Claimants, to file a proof of claim. Pursuant to both the Bankruptcy Court’s *Order Establishing March 15, 2022 Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* (the “Bar Date Order”) [Dkt. No. 386] and the Bankruptcy Court’s *Final Order on Debtor’s Motion for Entry of Interim and Final Orders (I) Authorizing and Approving Special Noticing and Confidentiality Procedures; (II) Authorizing and Approving Procedures for Providing Notice of Commencement; and (III) Granting Related Relief* [Dkt. No. 265] notice of the Bar Date was published in a variety of both local and national publications.

Appointment of the Unknown Abuse Claims Representative

On July 18, 2022, the Diocese moved for the appointment of an unknown abuse claims representative and applied to approve the employment of retired U.S. District Judge Michael R. Hogan as the “Unknown Abuse Claims Representative” (the “Application”) [Dkt. No. 720] to represent the interests of persons who may have claims arising from sexual abuse experienced as minors, but who did not, as a result of a valid legal excuse, timely submit a Proof of Claim in this Chapter 11 Case against the Diocese (defined below as the Unknown Abuse Claimants). On August 4, 2022, an order was entered appointing an Unknown Abuse Claims Representative and approving the employment of Judge Hogan to serve in this role [Dkt. No. 753]. Pursuant to section 327 and 328 of the Bankruptcy Code, the Unknown Abuse Claims Representative is authorized to perform the services as the legal representative for the Unknown Abuse Claimants that are necessary and appropriate in connection with this Chapter 11 Case, including those described in the Application.

The Unknown Abuse Claims Representative is the legal representative for any Person with an Abuse Claim that occurred against such Person when that Person was a minor for which a Proof of Claim was not filed before the Claims Bar Date and such Person (a) was under a disability (such as minority, mental disability, or alienage) on the Petition Date, (b) neither discovered, nor reasonably should have discovered before the Claims Bar Date that their childhood injury was caused by an act of Abuse, or (c) such Claim was barred by the applicable statute of limitations as of the Claims Bar Date, but is no longer barred by the applicable statute of limitations for any reason.

The Unknown Abuse Claims Representative’s responsibilities and duties include:

- ☐ Undertaking an investigation and analysis to assist the Bankruptcy Court in determining the estimated number of Unknown Abuse Claimants and the estimated amounts of the Abuse Claims (Unknown Abuse Claims) held by the Unknown Abuse Claimants;
- ☐ Filing one or more Proofs of Claim on behalf of all Unknown Abuse Claimants by any (i) extension by consent of the Diocese, and the United States Trustee, or (ii) Court-ordered extension of the Bar Date and voting such Proofs of Claim to accept or reject a plan of reorganization;

- ☐ Negotiating, with the Diocese and other appropriate parties, the treatment of Unknown Abuse Claims through the provisions of a plan of reorganization for the evaluation, determination, and number and amounts of Abuse Claims of Unknown Abuse Claimants;
- ☐ Advocating the legal positions of the Unknown Abuse Claimants before this Court, and if necessary, filing pleadings and presenting evidence on any issue affecting the claims of the Unknown Abuse Claimants;
- ☐ Taking all other legal actions reasonably necessary to represent the interests of the Unknown Abuse Claimants; and
- ☐ Serving as an independent fiduciary acting solely on behalf of all Unknown Abuse Claimants.

The Unknown Abuse Claims Representative has access to the confidential Abuse Claimants' Proofs of Claim, subject to the confidentiality protocol established in the Bar Date Order (the "Confidentiality Protocol") that applies to all Abuse Claimants' Proofs of Claim submitted to the Claims and Noticing Agent (but not those submitted to the Clerk of Court) and the *Confidentiality Agreement and Protective Order Between the Debtor and Official Committee of Unsecured Creditors* [Dkt. No. 276], entered on September 20, 2021.

The Unknown Abuse Claims Representative also has standing, pursuant to section 1109(b) of the Bankruptcy Code, to raise and appear and be heard as a party in interest on any issue in this Chapter 11 Case. Additionally, the Unknown Abuse Claims Representative may employ attorneys and other professionals consistent with the applicable provisions of the Bankruptcy Code, section 105, 327, and 328, but only with prior approval of the Bankruptcy Court.

Assessments and Other Debts

The Diocese's books and records reflect certain entries that are memorialized as amounts owed to the Diocese by certain Parishes and other Catholic Entities (the "Assessments"). The Assessments have at times been referred to as accounts receivable for bookkeeping and convenience, but they do not have the conventional meaning ordinarily attributed to that term, and the Assessments are truly a canonical, as opposed to a civil, obligation of the Parishes and Catholic Entities. *See* Can. 1263. The Assessments reflect annual assessments imposed on the Parishes and Catholic Entities (calculated based income), which the Parishes and Catholic Entities are directed by Canon Law¹² to remit to the Diocese, at the discretion of the bishop. The Assessments are not supported by loan agreements, promissory notes or other formal written agreements.

Under Canon Law, the bishop of a diocese is authorized to assess a tax on parishes. This tax is commonly known as the "Cathedraticum." The authority of the diocese to assess this tax

¹² The codified laws of the Roman Catholic Church that govern, among other things, the relationship of the Diocese and the parishes under its care.

and the parishes' obligation to pay is found in Canon 1263 of the Code of Canon Law. Canon 1263 states:

After the diocesan bishop has heard the finance council and the presbyteral council, he has the right to impose a moderate tax for the needs of the diocese upon public juridic persons subject to his governance; this tax is to be proportionate to their income. He is permitted only to impose an extraordinary and moderate exaction upon other physical and juridic persons in case of grave necessity and under the same conditions, without prejudice to particular laws and customs which attribute greater rights to him.

Can. 1263.

A parish is considered a juridic person for purposes of this Canon.¹³ A diocesan bishop cannot freely impose assessments and nothing in the Canon states a bishop must impose assessments. A bishop only has the “right to impose a moderate tax” after hearing from both the finance and presbyteral council. Accordingly, imposing assessments is discretionary and such decision can only be made by high-ranking church leadership.

The Bishop has authorized Assessments, which the Parishes are directed by Canon Law to remit to the Diocese. Some Parishes timely pay the assessment, while some Parishes pay the assessment when they are financially able. Some Parishes in the latter group have accrued what would be considered an arrearage if the assessments were a debt or obligation imposed by civil law, which they are not.

The Diocese does not compel payment of these arrearages, but it does track them. There is currently approximately \$13.7 million due in Assessments arrearages, many of which have been on the Diocese's books for many years and the Diocese submits that the liquidation value of this Assessments is below \$3.78 million as of August 31, 2023.

The Assessments are not collectable, as they are subject to material challenges, including (a) the fact that the debts evidenced by the Assessments have no underlying basis in secular civil law; (b) the absence of any writing memorializing or acknowledging the alleged debt or the agreement of the non-debtor party to pay the alleged obligations; (c) the solvency and ability to pay by the Parish or other Catholic Entity; and (d) Connecticut's three-year statute of limitations for the collection of oral contracts. Conn. Gen. Stat. section 52-581. Any attempt to collect the amounts owed will run afoul of the First Amendment, Supreme Court precedent, the Connecticut Constitution, and Connecticut legal precedent.

¹³Matthew J. Barrett, *The Theological Case for Progressive Taxation as Applied to Diocesan Taxes or Assessments Under Canon Law in the United States*, 63 THE JURIST 312, 323 (2003), https://scholarship.law.nd.edu/cgi/viewcontent.cgi?article=1827&context=law_faculty_scholarship (“The diocesan bishop can impose an ordinary tax under canon 1263 only on *public juridic persons*, most notably parishes”).

Avoidance Actions

The Diocese and the Committee have identified certain alleged potential claims and avoidance actions that may be brought by the Diocese, the Diocese's Estate, and if granted standing, the Committee, a plan settlement trust or the Catholic Entities. Such potential claims include, but are not limited to, claims pursuant to section 502(d), 542, 544, 545, 547, 548, 549, 550 and/or 553 of the Bankruptcy Code and applicable state and federal laws (the "Potential Claims"). Following mediation, the Diocese, Committee, Parishes, and various Catholic Entities, including Mercy, and Xavier (the "Tolling Agreement Parties") agreed to resolve the Potential Claims through the terms and conditions set forth in the Plan, and executed a tolling agreement dated July 14, 2023, and thereafter extending the Tolling Agreement to facilitate the final resolution of any actions or proceedings relating to the Potential Claims through confirmation of a plan without the time and expense of litigation.

Specifically, effective currently, the Tolling Agreement Parties have agreed pursuant to the most recent amendment to toll and extend any limitations periods (including, without limitation, those arising by virtue of state law, federal law, 11 U.S.C. § 546(a), 11 U.S.C. § 108 or otherwise) that would bar any claim or remedy or the bringing of any action or proceeding related to the Potential Claims, through and including 11:59 p.m. (Eastern) November 1, 2024 (the "Tolling Period"). The Tolling Agreement Parties have expressly agreed not to assert any time-based defense of any kind, including but not limited to laches, waiver, or estoppel, to the Potential Claims due to the passage of time during the Tolling Period. The Tolling Period may be extended if further tolling agreements are executed.

Settlement Negotiations and Mediation

To facilitate settlement negotiations, the Diocese and the Committee filed the *Joint Motion for Entry of an Order Referring Parties to Mediation and Appointing Mediator* [Dkt. No. 645] (the "Mediation Motion") seeking to submit several matters to negotiation and appointing Attorney Paul A. Finn as mediator. On August 4, 2022, the Bankruptcy Court entered the *Order Referring Parties to Mediation and Appointing Mediator* [Dkt. No. 752] approving the relief sought in the Mediation Motion and appointing Attorney Paul A. Finn ("Attorney Finn") as mediator, with a term to serve for six months.

The Settlement Parties subsequently participated in four in-person and two remote mediation sessions with Attorney Finn. Two mediation sessions were held on September 14, 2022, and September 15, 2022, in New York, New York. Early in these mediation sessions, the Debtor and Committee reached an agreement in principle with Oceania on its contribution to the contemplated settlement fund to be established for the benefit of Abuse Claimants, and the releases, channeling injunction and other terms to be provided in exchange. Two additional mediation sessions took place on October 24, 2022, and October 25, 2022, also in New York, where all five members of the Committee, the Bishop and Monsignor Leszek T. Janik, JCL, were in attendance. Two additional remote mediation sessions were held on November 22, 2022, and January 20, 2023.

Near the end of Attorney Finn's sixth-month term to conduct the mediation, on January 20, 2023, the Diocese and Committee disagreed regarding whether Attorney Finn's term should be

extended. *See Motion to Extend the Term of Appointment of Paul A. Finn as Mediator* [Dkt. No. 1051] and *Objection of the Official Committee of Unsecured Creditors to the Debtor's Motion to Extend the Term of Appointment of Paul A. Finn as Mediator* [Dkt. No. 1075].

On February 24, 2023, the Bankruptcy Court entered its order appointing former Second Circuit Judge Christopher Droney to serve as mediator for a period of sixty (60) days pursuant to the same terms and provisions of the Bankruptcy Court's initial mediation order, and that the service period of Atty. Finn having expired, it was suspended until further order of the Bankruptcy Court [Dkt. No. 1167].

Following the Settlement Parties' submission of their respective mediation statements on March 16, 2023, Judge Droney, on March 23, 2023, held an in-person mediation session with all Settlement Parties in order to resolve the remaining issues between them. Significant progress was made and a global agreement was nearly reached. Unfortunately, several items remained to be resolved, but enough progress had been accomplished for the parties to agree to begin drafting the Joint Plan between the Debtor and the Committee.

The parties then spent the next several months attempting resolve the remaining issues, and drafting the Joint Plan, corresponding disclosure statement and related documents. During this process, additional issues surfaced. Further negotiations took place which required the assistance of Judge Droney. Ultimately, the Settlement Parties were successful in reaching an agreement as set forth in the Joint Plan.

After the Committee's unilateral withdrawal of the Joint Plan and filing of the Committee Plan, the Diocese implored the Committee to return to mediation to resolve any final issues to prepare an amended Joint Plan compliant with the Purdue Decision. The Committee refused, necessitating the filing of the Plan.

Debtor's Plan Exclusivity and Committee's Competing Plan

Pursuant to section 1121 of the Bankruptcy Code, a debtor-in-possession is granted a 120-day period from the chapter 11 filing date to file a plan of reorganization. During such time, only a debtor can file a plan of reorganization. However, the Bankruptcy Code provides that the court can increase a debtor's exclusive period to file a plan of reorganization for cause shown but such period cannot be extended beyond eighteen (18) months after the commencement of the case.

During the pendency of the Diocese's Chapter 11 Case, the Diocese had requested, and the Bankruptcy Court granted, seven (7) extensions of exclusivity [Dkt. Nos. 362, 480, 543, 665, 847, 912, and 1037] based upon the perceived progress made in the Chapter 11 Case including in settlement negotiations through the mediation. The 18-month deadline expired on January 17, 2023, and so the Diocese filed a plan of reorganization (the "Diocese Plan") on that day. The Debtor was then provided an addition 60-day period to solicit and obtain the acceptances of each class of claims that is Impaired under the Diocese Plan.

The Committee sought to file its own plan of reorganization. Accordingly, on February 3, 2023, the Committee filed *The Official Committee of Unsecured Creditors' Motion to Terminate Debtor's Exclusive Period to Solicit Acceptances of Chapter 11 Plan* [Dkt. No. 1076]. After argument by counsel for the Diocese and counsel for the Committee, among others, and

considering comments made by the Bankruptcy Court at the hearing held on February 21, 2023, the Diocese decided to consent to the termination of its exclusive period to solicit acceptance of the Diocese Plan. On February 24, 2023, the Bankruptcy Court entered its order [Dkt. 1164] granting the Committee's motion and terminating the Diocese's exclusive solicitation period. The Bankruptcy Court then entered a further order, consistent with the representation made by the Committee's counsel, that the Committee shall file its competing plan of reorganization by February 28, 2023 [Dkt. No. 1166]. Accordingly, on February 28, 2023, the Committee filed its own plan of reorganization [Dkt. No. 1169] and corresponding disclosure statement.

Sale of Real Estate Used by St. Bernard

Founded in 1967, St. Bernard is a Roman Catholic co-educational college preparatory school for grades 6 through 12 located in Montville, Connecticut. It is co-sponsored by the Diocese and the Xaverian Brothers and welcomes students of all faith backgrounds who value academic excellence, personal and spiritual growth, and a commitment to community.

The Diocese owned the real estate and building and improvements (the "Montville Property") used by St. Bernard to operate its school. The Montville Property consists of a 113-acre site on Route 32 that is improved with the 155,865 square foot school, an 800 square foot detached garage and two 80 square foot sheds. Besides the buildings and improvements, the Montville Property includes extensive woodlands and clearings for fields, lawns and parking.

In September 2022, the Committee received an unsolicited letter of intent ("Thames River LOI") from an attorney acting on behalf of an unidentified private entity interested in purchasing the Montville Property. The Committee's counsel promptly forwarded the Thames River LOI to the Debtor's counsel. The Thames River LOI contemplated, and counsel for the unidentified potential purchaser insisted, that the sale of the Montville Property be effectuated through a private sale for \$6 million that was not subject to higher and better offers (the "Private Sale"). The unidentified potential purchaser, Thames River Acquisitions, LLC ("Thames River"), thereafter incorporated as a Connecticut limited liability company in December 2022, three months after the Thames River LOI.

The Thames River LOI and subsequent negotiations with Thames River reflected an interest in entering into a new written lease with St. Bernard (the "School Lease"). In or around December 2022 through early February 2023, attorneys for the Debtor, Thames River and the St. Bernard negotiated the terms of the Private Sale, including the terms of the School Lease; however, those discussions collapsed after an impasse arose related to certain deal terms, including the terms related to the School Lease.

Since February 23, 2023, Thames River resurfaced with an increased bid, which included a willingness to expose the increased bid to higher and better offers through formal sale procedures and a public auction.

On or about January 27, 2023, Saints Country submitted its unsolicited letter of intent ("Saints LOI") which provided, among other things, that Saints Country would purchase the Property for \$6 million. Subsequent discussions with Saints Country that ensued revealed that Saints Country was a consortium of the school's alumni and certain entities that were devoted to

continuing the school's Catholic education mission. In addition to disclosing the names and identities of all individuals, trusts and entities with an interest in Saints Country, its counsel shared proof of financial capacity to close.

Subsequent discussions with Saints Country also revealed its desire to enter into a School Lease and willingness to expose the Montville Property to higher and better offers through formal sale procedures and a public auction.

After discussions with the various parties in interest during March 2023, and after consulting with the Committee, the Debtor determined in the exercise of its business judgment to file a motion seeking (i) an order approving sale procedures and scheduling an auction and sale hearing, and (ii) an order approving the ultimate sale of the Montville Property, among other related relief [Dkt. No. 1225].

Following due notice and a hearing, on May 8, 2023, the Bankruptcy Court entered its *Order (A) Approving Sale Procedures for the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut; (B) Scheduling an Auction and a Sale Hearing Related Thereto; (C) Approving the Form of Purchase and Sale Agreement; and (D) Approving the Form of Notice of the Auction and Sale Hearing* [Dkt. No. 1307] ("Sale Procedures Order"). The Sale Procedures Order established May 26, 2023, as the deadline for all bids for the Montville Property, June 2, 2023, as the auction date (in the event competing qualified bids had been timely submitted), and June 7, 2023, as the hearing on the approval of the sale of the Montville Property.

Two competing bids were submitted by the May 26th bid deadline each for \$6,500,000, including one by Thames River. The Debtor thereafter determined that both bids constituted qualified bids pursuant to the Sale Procedures Order. At that auction on June 2nd, Thames River increased its bid to \$6,550,000. No competing bids were submitted, and the Debtor determined, in consultation with the Committee, that Thames Rivers had submitted the highest and best bid at the auction for the purchase of the Montville Property.

At the Sale Hearing on June 7th, the Debtor presented the highest and best bid submitted by Thames River and requested, with the support of the Committee and St. Bernard, that the Bankruptcy Court approve the sale of the Montville Property to Thames River in exchange for the payment of \$6,550,000. Following the submission of evidence and argument by counsel, the Bankruptcy Court approved the sale subject to the submission of a revised proposed order consistent with statements made on the record. Counsel submitted such revised proposed order which the Bankruptcy Court entered on June 20, 2023 [Dkt. No. 1344]. The Debtor closed on its sale of the Montville Property to Thames River on June 21, 2023, and received the net proceeds of the sale in the amount of \$6,550,000.

Sale of Transferred Real Estate by Diocese

Following the entry of the order approving the employment of U.S. Properties Real Estate Services, LLC ("U.S. Properties") as real estate broker for the Debtor, U.S. Properties immediately began marketing the Transferred Real Estate for sale, subject to the Debtor's oversight and the Committee's input. Ultimately, U.S. Properties was able to secure offers to purchase four of the properties on terms and conditions acceptable to the Debtor and the Committee.

Accordingly, on September 29, 2023, the Debtor filed its motion [Dkt. No. 1461] for approval of the sale of 17 Otis St., Norwich, Connecticut, in exchange for the payment of \$191,000. The Bankruptcy Court approved the sale on October 27, 2023. [Dkt. No. 1512]

On October 20, 2023, the Debtor filed separate motions [Dkt. Nos. 1489 & 1490] for the approval of the sale of 31 Perkins St. and 7-11 Bath St., both situated in Norwich, Connecticut, in exchange for \$145,000 and \$190,000, respectively. On November 8, 2023, the Debtor filed its motion [Dkt. No. 1520] for the approval of the sale of 25 Otis St., Norwich, Connecticut, in exchange for the payment of \$174,000.

After a hearing before the Bankruptcy Court, on November 22, 2023, the Bankruptcy Court entered its orders [Dkt. Nos. 1557, 1558 & 1559] approving the Debtor's motions for entry of orders approving the sale of 31 Perkins St., 7-11 Bath St. and 25 Otis St. on the terms and conditions set forth in the motion.

Pursuant to the orders approving the sale of these properties, the Net Proceeds realized shall be held in an interest-bearing account designated for the purpose of maintaining proceeds from the sales of real estate used by the Debtor to fund its contributions to the Trust, or as otherwise ordered by the Bankruptcy Court.

U.S. Properties continues to market and attempt to sell the unsold properties identified as the Transferred Real Estate.

The Joint Plan and Purdue Pharma

The successful mediation amongst the Settlement Parties resulted in the Joint Plan. In exchange for the agreed-upon contributions, the Joint Plan proposed that Abuse Claims against Settlement Parties would be channeled to a trust, and Abuse Claimants would need to release their Abuse Claims against the Diocese and other Settlement Parties to receive a distribution for their Abuse Claim.

On May 30, 2023, prior to the filing of the Joint Plan, the United States Court of Appeals for the Second Circuit, in considering the plan of reorganization proposed by Purdue Pharma L.P., decided that the Bankruptcy Code authorized the Purdue Pharma's plan's nonconsensual third-party releases. *Purdue Pharma, L.P. v. City of Grande Prairie (In re Pharma L.P.)*, 69 F.4th 45, at 56, 58-63 (2d Cir. 2023), *cert. granted sub nom., Harrington v. Purdue Pharma L.P.*, 2023 U.S. LEXIS 2872 (Aug. 10, 2023). The Debtor and the Committee filed the Joint Plan in compliance with the standards provided by the Second Circuit.

On August 10, 2023, ten days after the Debtor and Committee filed their Joint Plan, the United States Supreme Court granted certiorari to decide the issue: "Whether the Bankruptcy Code authorizes a court to approve, as part of a plan of reorganization under Chapter 11 of the Bankruptcy Code, a release that extinguishes claims held by non-debtors against non-debtor third parties, without the claimant's consent." The Supreme Court heard oral argument on December 4, 2023. Recognizing that the Supreme Court likely would not decide Purdue Pharma until sometime in June 2024, the Debtor and the Committee endeavored to move forward with the confirmation process with respect to their Joint Plan in the hopes of confirming the Joint Plan prior to a decision by the Supreme Court in Purdue Pharma.

On August 29, 2023, the Bankruptcy Court held the initial hearing to consider the disclosure statement filed in connection with the Joint Plan and sua sponte raised the issue of whether the Debtor and Committee could or should proceed with their Joint Plan while Purdue Pharma was before the Supreme Court. The Bankruptcy Court scheduled a status conference for September 13, 2023, to consider this issue. On August 30, 2023, the Bankruptcy Court specifically ordered the status conference to “hear parties on the question of whether it is in the best interest of this Chapter 11 Estate and the administration of this Chapter 11 case to pause or reorder the priorities or scheduling of [the Joint] Plan confirmation and related motions in judicial deference to, and in light of the stay by the United States Supreme Court and the pending petition for certiorari of [I]n re Purdue Pharma L.P. confirmation decision on non-consensual third party releases.” [Dkt. No. 1413.]

On September 1, 2023, the Bankruptcy Court entered The Court’s Preliminary Statement of Concerns, Questions, and Issues Presented by the Joint Disclosure Statement and Plan identifying twenty-nine (29) issues related to the disclosure statement and thirteen (13) related to the Joint Plan. [Dkt. No. 1418.] At the status conference held on September 13, 2023, the Debtor’s and the Committee’s counsel reported that they needed more time to address the concerns raised by the Bankruptcy Court and to address other issues. Ultimately, the Debtor and the Committee filed their second amended disclosure statement and second amended Joint Plan [Dkt. Nos. 1472 & 1473] on October 12, 2023, and their third amended disclosure statement and third amended Joint Plan on October 27, 2023. [Dkt. No. 1513 & 1514.] Following the objection to the third amended disclosure statement filed by the United States Trustee on November 14, 2023, and the hearing on the third amended disclosure statement held on November 17, 2023, the Bankruptcy Court entered the following decision and orders on November 22, 2023:

- ☐ Preliminary Order Related to: (I) Proposed Order Approving Disclosure Statement and Providing Other Relief [sic] and, (II) The Court’s Review and Approval of Ancillary Proposed Documents [Dkt. No. 1555];
- ☐ Preliminary Ruling on Objection of the United States Trustee to the Adequacy of the Information Contained in the Third Amended Joint Disclosure Statement of the Debtor and the Official Committee of Unsecured Creditors [Dkt. No. 1556];
- ☐ Preliminary Order Regarding Third Amended Disclosure Statement [Dkt. No. 1560]; and
- ☐ Preliminary Order Regarding Separate Motions in the Exercise of the Court’s Case Management Authority [Dkt. No. 1561].

The Debtor and Committee spent the following several months attempting to satisfy the requirements imposed and otherwise address the issues raised by the Bankruptcy Court in the above orders and decision. On December 29, 2023, the Debtor and Committee filed their fourth amended disclosure statement and fourth amended Joint Plan. [Dkt. Nos. 1594 & 1595].

On January 24, 2024, the Bankruptcy Court entered its Order to Show Cause Regarding Unknown Claims Representatives Report [Dkt. No. 1640] (“Order to Show Cause”) raising eight (8) issues to be addressed at the show cause hearing to be held on February 13, 2023. On January

16, 2024, the Bankruptcy Court ordered a deadline of February 2, 2024, to file any missing documents and motions, to file any responses to the filings by February 12, 2024, and a hearing for February 14, 2024. On February 2, 2024, the Debtor and the Committee filed their fifth amended disclosure statement and fifth amended Joint Plan [Dkt. Nos. 1653 & 1654] along with other related motions and documents.

While the Debtor and the Committee were able to proceed with various motions related to the Joint Plan on February 12th and 13th before the Bankruptcy Court, they were not able to address the issues raised in the Order to Show Cause. That matter was not heard until March 26, 2024, when after hearing the testimony of the Unknown Abuse Claims Representative and arguments of counsel, the Bankruptcy Court found that the Unknown Abuse Claims Representative's report was incomplete. [Dkt. No. 1733]. The Bankruptcy Court concluded that the Unknown Abuse Claims Representative needed to review the Diocese records evidencing the Abuse within the Diocese over its history and revise his report. The Bankruptcy Court then on March 28, 2024, entered its Supplemental Filing Order, [Dkt. No. 1739], ordering that, "[i]n order to assist the Court in its analysis of these and other issues, ... [t]he debtor and debtor-in-possession, The Norwich Roman Catholic Diocesan Corporation (Debtor), shall, within ten days of the date of this order, file upon the record a matrix of additional information regarding the allegations of substance of sexual abuse of a minor." *Id.*

In response, the Debtor and the Committee on April 1, 2024, requested a status conference which request the Bankruptcy Court granted on April 3, 2024. [Dkt. Nos. 1741 & 1743]. At the status conference held on April 4, 2024, the Debtor explained various logistical issues related to its compliance with the Supplemental Filing Order and sought and obtained certain clarifications from the Bankruptcy Court. At the same hearing, counsel for both the Diocese and the Committee represented to the Court that one consideration moving forward was to prepare a "pocket plan" that substantially kept the structure of the Joint Plan intact, while potentially amending the Joint Plan to ensure it contained consensual releases necessary to obtain confirmation in the event Purdue Pharma rejected non-consensual third-party releases. On June 27, 2024, the Supreme Court issued the Purdue Decision, holding that bankruptcy courts may not release third-party claims against non-debtors pursuant to a plan of reorganization absent consent.

Immediately after the Purdue Decision was issued, counsel to the Diocese emailed counsel to the Committee, the High Schools, Association of Parishes, and Oceania, requesting a call to discuss how best to proceed in light of the Purdue Decision. Unfortunately, less than an hour later, unilaterally, without prior discussion or warning to the Diocese or other Settlement Parties, and in direct contravention of the interests of Abuse Claimants, the Committee abandoned all progress made to date by filing a "Notice of Withdrawal" of the Joint Plan [Dkt. No. 1779]. The Committee then filed its First Amended Chapter 11 Plan of Reorganization Proposed by the Official Committee of Unsecured Creditors [Dkt. No. 1780] (the "Committee Plan").

The Bankruptcy Court held a status conference regarding the Purdue Decision and the Committee Plan on July 3, 2024. Thereafter, as encouraged by the Bankruptcy Court, the Diocese worked with each of the Settlement Parties to try to prepare a plan consistent with the settlement achieved in the Joint Plan that complied with the Purdue Decision. The Diocese shared two separate term sheets with the Committee on July 16, 2024 and again on July 30, 2024. To this date,

the Committee has not provided substantive comments to the July 30th term sheet and has instead refused to work further with the Settlement Parties to structure an amended Joint Plan.

At a status conference held before the Bankruptcy Court on August 6, 2024, counsel to the Diocese and certain Settlement Parties encouraged the Committee work together with the Settlement Parties to resolve any remaining issues through mediation. Counsel to the Committee represented to the Bankruptcy Court that the Committee did not want to pursue further mediation, instead electing to proceed with the Committee Plan. Even after the August 6, 2024 status conference, counsel to the Diocese reached out to the Committee, imploring the Committee to return to mediation to resolve any final issues so an amended Joint Plan could be proposed on a consensual basis. The Committee refused.

On August 13, 2024, the Bankruptcy Court ordered the Debtor to file a statement by August 23, 2024, regarding whether it intended to file its own plan and disclosure statement and, if so, file a plan, disclosure statement, and proposed scheduling order regarding the Plan and Committee Plan by September 6, 2024.

V. KEY TERMS OF THE PLAN

The Plan Proponents propose the Plan in good faith and believe the Plan is feasible and in the best interest of the creditors of the Debtor. The Plan Proponents, therefore, recommend acceptance of the Plan by Holders of Claims in the Voting Classes, and recommend that the Abuse Claimants vote to accept the Plan. This Disclosure Statement summarizes key components of the Plan. To the extent of any inconsistencies between these summaries and the terms of the Plan, the Plan controls. To the extent the summaries omit any provisions of the Plan, such omission does not affect the enforceability of those provisions in the Plan. All Claimants are encouraged to carefully read the Plan before voting.

A. Treatment of Unclassified Claims

The following summarizes the treatment of Administrative Claims, Professional Claims, Post-Petition Abuse Claims, Priority Tax Claims, and U.S. Trustee Fees under the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Claims, Post-Petition Abuse Claims, Priority Tax Claims, and U.S. Trustee Fees have not been classified under the Plan. Section III of the Plan sets forth the treatment for each type of Claim. The Debtor anticipates that it will pay these unclassified claims, other than Post-Petition Abuse Claims, in full on the Effective Date.

Administrative Claims

An Administrative Claim is a claim for payment of an administrative expense of a kind specified in Bankruptcy Code section 503(b) and referred to in Bankruptcy Code section 507(a)(2), including the actual and necessary costs and expenses of preserving the estate or operating the Debtor's businesses after the commencement of a Chapter 11 Case, and compensation for legal and other services and reimbursement of expenses awarded or allowed under Bankruptcy Code section 330(a), 331, or 503.

Generally, ordinary course post-petition administrative expenses have been paid by the Debtor in the ordinary course and as reflected in the monthly operating reports filed in this Bankruptcy Case by the Debtor. The amount outstanding as due in the ordinary course of the Debtor's operations is consistently under \$10,000 to \$15,000, which sum shall be paid when due in accordance with ordinary course business terms with each vendor.

Each Holder of an Allowed Administrative Claim, excluding Professional Claims, against the Diocese shall receive, in full satisfaction, settlement, release, and extinguishment of such Claim, an amount from the Reorganized Debtor equal to the Allowed amount of such Administrative Claim, unless the Holder agrees in writing to other treatment of such Claim. Even if Allowed, in order to receive a Distribution, the Holder of an Allowed Post-Petition Abuse Claim must execute and return an Abuse Claim Release. Such payment shall be made either (a) on the Effective Date, or, if later, the Allowance Date; or (b) upon such terms as agreed to in writing by the Administrative Claimant.

Allowed Professional Claims

The Plan sets forth the manner and timing in which Professionals must submit Professional Claims to be considered for payment. All Professionals or other Persons requesting compensation or reimbursement of expenses under any of section 327, 328, 330, 331, 503(b), and 1103 of the Bankruptcy Code for services rendered by the Effective Date (including any compensation requested by any Professional or any other Person for making a substantial contribution in the Chapter 11 Case) shall file and serve an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than thirty (30) calendar days after a notice of the Effective Date is filed. If there is a dispute over what amount of a Professional Fee Claim shall be Allowed the dispute shall be resolved by the Bankruptcy Court.

The estimated fees and expenses incurred but not yet paid in this Bankruptcy Case through and including July 2024 is as follows:

Debtor's Professionals:

Ice Miller LLP	\$1,400,000
Robinson & Cole, LLP	\$286,000
Brown Jacobson PC	\$25,000
B. Riley Advisory Services	\$137,000
Omni Agent Solutions	\$20,000

Committee's Professionals:

Zeisler & Zeisler, P.C.	\$[_____]
Karp & Langerman, LLC	\$[_____]

Additionally, the representation by Goldberg Kohn Ltd. of Mount St. John in this Bankruptcy Case and in connection with the proposed sale of property to fund the Plan has made

a substantial contribution up to a cap of \$175,000 which may only be satisfied from the proceeds of sale as provided in the Mount St. John Settlement Agreement; provided, however, that the allowance of such amount pursuant to section 503(b) is subject to the approval of the Bankruptcy Court upon motion and after due notice and a hearing.

Post-Petition Abuse Claims

Post-Petition Abuse Claims constitute Claims that resulted or arose from Abuse the first occurrence of which against such Abuse Claimant was committed by any Person after the Petition Date and before the Effective Date. **As of the date of the Plan, no Post-Petition Abuse Claims have been filed or asserted.** Any insurance coverage for Post-Petition Abuse Claims has been exhausted due to the expressed limitation in the applicable insurance certificates issued by Catholic Mutual and all of the Abuse Claims that have already been filed in this Bankruptcy Case. Furthermore, Abuse Claims are expressly excluded from the coverage available for officers and directors / errors and omissions.

Under the Plan, any Person that may hold or assert any Post-Petition Abuse Claim is temporarily enjoined and barred from taking any action for the purposes of asserting their Post-Petition Abuse Claim, unless and until:

1. Such Person notifies, in writing, and consults with, the following:
 - a. if prior to the Effective Date, the Diocese, Committee, and Unknown Claims Representative;
 - b. if after the Effective Date, the Reorganized Debtor, Trustee, and Unknown Abuse Claims Trustee.
2. If, after notifying and consulting with the applicable parties, an alleged Post-Petition Abuse Claim has not been resolved, a Post-Petition Abuse Claimant must then file a motion with the Bankruptcy Court, under seal, seeking a determination of whether the alleged Post-Petition Abuse Claim constitutes an Administrative Claim.

Any Post-Petition Abuse Claim that is asserted after the Administrative Claims Filing Deadline shall not be an Administrative Claim, unless (i) the alleged Abuse occurred after the Petition Date and before the Effective Date and (ii) such claim otherwise qualifies as an Unknown Abuse Claim. Unless otherwise agreed to by the Reorganized Debtor, only timely filed Post-Petition Abuse Claims that are determined by the Bankruptcy Court to meet the definition of an Administrative Claim and under applicable law and are not Unknown Abuse Claims, Barred Abuse Claims or Late-Filed Abuse Claims shall be entitled to treatment as an Administrative Claim.

Under the Plan, the Diocese preserves all rights to object to and defend against liability for or the Allowance of such alleged Post-Petition Abuse Claim. Any Allowed Post-Petition Abuse Claim shall be paid in full by the Diocese. Acceptance of a Distribution for an Allowed Post-

Petition Abuse Claim constitutes full satisfaction, settlement, release, and extinguishment of such Claim and express agreement to the third-party releases and injunctions contained in the Plan.

Priority Tax Claims

A Priority Tax Claim is an Unsecured Claim of a governmental unit entitled to priority in payment under any provision of § 507(a)(8) of the Bankruptcy Code. As for any Allowed Priority Tax Claim not paid before the Effective Date, the Reorganized Debtor shall (a) pay such Claim on the Effective Date; or (b) provide such other treatment agreed to by the Holder of such Allowed Priority Tax Claim and the Debtor and the Estate (if before the Effective Date) or the Reorganized Debtor (on and after the Effective Date).

U.S. Trustee Fees

All fees due and payable under 28 U.S.C. § 1930 and not paid before the Effective Date shall be paid on and after the Effective Date when due and payable. After the Effective Date, the Reorganized Debtor shall pay quarterly fees to the U.S. Trustee until the Bankruptcy Case is closed, and a Final Decree is entered. In addition, the Reorganized Debtor shall file post-Confirmation Date reports in conformance with the U.S. Trustee guidelines. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which will be deemed Administrative Claims against the Diocese. The Trust and the Unknown Abuse Claims Trust shall have no liability for U.S. Trustee fees.

B. Treatment of Classified Claims

The Plan does not treat each Claim identically; rather, the Plan categorizes Claims into Classes, consistent with the requirements in sections 1122 and 1123(a)(1) of the Bankruptcy Code. That means that, under the Plan, some Holders of Claims will receive full satisfaction of their Claims, some will receive partial satisfaction, and some will receive nothing. In each instance, the Plan Proponents believe that Holders of Claims will receive at least as much value as they would receive if the Debtor's Assets were to be hypothetically liquidated under chapter 7 of the Bankruptcy Code and that Impaired creditors will receive more than they would receive in a hypothetical chapter 7 liquidation. Regardless, it is important for Holders of Claims to read the Plan and this Disclosure Statement carefully to understand how they will be treated under the Plan.

The categories of Claims in the Plan and summarized below classify Claims for all purposes, including voting, confirmation, and distribution under the Plan and section 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim shall be deemed classified in a particular Class only if the Claim qualifies within the description of that Class and shall be deemed classified in a different Class if any remainder of the Claim qualifies within the description of such different Class. A Claim is classified within a particular Class to receive Distributions only if such Claim is Allowed and has not already been satisfied before the Effective Date.

Except to the limited extent provided in the Plan with respect to Abuse Claims to preserve Claims and interests in connection with Non-Settling Insurer Policies and Non-Settling Insurers, the treatment in the Plan is in complete satisfaction of the legal, contractual, and equitable rights that each Holder of a Claim may have against the Debtor or its property. This treatment supersedes

and replaces any agreements or rights those Holders have in or against the Debtor or its property. All Distributions under the Plan will be tendered to the entity holding the Claim. **Except as set forth in the Plan, no Distributions will be made from and no rights will be retained against the Debtor or its property on account of any Claim that is not an Allowed Claim.**

Class 1: Other Priority Claims

- (a) **Definition.** A “Class 1 Claim” means an Allowed Claim described in, and entitled to priority under, section 507(a) and 503(b)(9) of the Bankruptcy Code other than an Administrative Claim or a Priority Tax Claim.
- (b) **Unimpaired and Not Voting.** Class 1 is not Impaired under the Plan. The Class 1 Claimants are conclusively presumed to have accepted and are not entitled to vote on the Plan.
- (c) **Treatment.** Unless the Holder of an Allowed Class 1 Claim and the Diocese or the Reorganized Debtor (as applicable) agree to a different treatment, the Reorganized Debtor shall pay each such Allowed Class 1 Claim in full, in cash, without interest, from ongoing operations on the later of the Effective Date and the date a Class 1 Claim becomes an Allowed Claim (or as soon thereafter as is practicable).

Class 2 Citizens Bank, N.A.

- (a) **Class 2 Definition.** Class 2 consists of the Citizens Secured Guaranty Claim.
- (b) **Impaired and Voting.** Class 2 is Impaired under the Plan. The Class 2 Claimant is entitled to vote on the Plan.
- (c) **Class 2 Treatment.** Upon closing of the Xavier Property Transfer on or before the Effective Date pursuant to the Xavier Settlement Agreement, Citizens shall fully, finally, and completely release and forever discharge the Diocese from any and all obligations arising under the Citizens Guaranty Agreement; *provided, however*, Citizens shall retain a Lien against the Xavier Property representing those certain loan agreements by and between Xavier and Citizens.

Class 3: M&T Bank Corporation

- (a) **Class 3 Definition.** Class 3 consists of all claims held by M&T. Class 3 is comprised of the following Subclasses:
 - 1. Subclass 3-A consists of the M&T Secured Revolving Loan Claim; and
 - 2. Subclass 3-B consists of the M&T Secured Guaranty Claim.

- (b) **Unimpaired and Not Voting.** Class 3-A and Class 3-B are Unimpaired under the Plan. The Class 3 Claimant is not entitled to vote on the Plan.
- (c) **Class 3 Treatment.** The Holder of Allowed M&T Secured Revolving Loan Claim and Allowed M&T Secured Guaranty Claim against the Diocese shall receive the treatment set forth below:
 - 1. Subclass 3-A: The collateral securing the M&T Secured Revolving Loan Claim shall upon the Effective Date vest in the Reorganized Debtor and the collateral shall continue to secure the M&T Secured Revolving Loan Claim. The security interest held by M&T to secure M&T Secured Revolving Loan Claim shall remain in place and M&T may exercise any and all rights and remedies against the collateral referenced in such security agreement, available to M&T. The Reorganized Debtor shall be liable to M&T on the M&T Secured Revolving Loan Claim to the same extent and validity as the Diocese immediately prior to the Petition Date.
 - 2. Subclass 3-B: The collateral securing the M&T Secured Guaranty Claim shall upon the Effective Date vest in the Reorganized Debtor and the collateral shall continue to secure the M&T Secured Guaranty Claim. The security interest held by M&T to secure M&T Secured Guaranty Claim shall remain in place and M&T may exercise any and all rights and remedies against the collateral referenced in such security agreement, available to M&T. The Reorganized Debtor shall be liable to M&T on the M&T Secured Guaranty Claim to the same extent and validity as the Diocese immediately prior to the Petition Date.

Class 4: Abuse Claims (Other Than Unknown Abuse Claims)

- (a) **Definition.** A “Class 4 Claim” means an Abuse Claim other than an Unknown Abuse Claim. A “Class 4 Claimant” shall mean a Holder of a Class 4 Claim.
- (b) **Impaired and Voting.** Class 4 is impaired under the Plan. The Class 4 Claimants (including Late-Filed Abuse Claimants and Barred Abuse Claimants) are entitled to vote on the Plan. Only for purposes of voting, each Claim in Class 4 is deemed to be Allowed in the amount of \$1.00.
- (c) **Treatment of Class 4 Claims.** On and after the Effective Date, the Trust shall pay all Allowed Class 4 Claims in accordance with and under the Plan and Trust Distribution Plan. Class 4 Claimants shall have their Abuse Claims treated and Allowed or Disallowed in accordance with the terms and conditions set forth in the Trust Distribution Plan, *provided, however*, if a Class 4 Claimant holding an Abuse Claim that is not a Late-Filed Abuse Claim or Barred Abuse Claim timely exercises the Opt-Out Election on their Class 4 Ballot, such Class 4 Claimant shall only be entitled to a Distribution from the Diocese Contribution to Section 7.1(a) of the Plan. Opt-Out Claimants will receive an amount equal to the amount of their

Allowed Abuse Claim, as determined by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan, multiplied by the percent of the total Trust corpus contributed by the Diocese, and will have waived any right to a Distribution from the balance of the Trust.

1. Late-Filed Abuse Claims that are not Unknown Claims or Barred Abuse Claims.

- i. Unless and until Disallowed by a Non-Appealable Order entered by this Court, each Late-Filed Abuse Claim shall be classified as a Class 4 Claim and entitled to vote on the Plan. For purposes of voting upon the Plan, the preceding determination shall be made as of the Voting Record Date as ordered by the Bankruptcy Court.
- ii. An Abuse Claimant holding a Late-Filed Abuse Claim who votes to accept the Plan and does not exercise the Opt-Out Election on the Class 4 Ballot on or before the Voting Deadline shall have their Abuse Claim treated and Allowed or Disallowed in accordance with the terms and conditions set forth in the Trust Distribution Plan. For the avoidance of doubt, and as described in the Trust Distribution Plan, Late-Filed Abuse Claimants who vote to accept the Plan and do not exercise the Opt-Out Election will not have their Late-Filed Abuse Claim Disallowed on the basis that it was filed after the Claims Bar Date.
- iii. Holders of Late-Filed Abuse Claims who have not voted to accept the Plan and/or have exercised the Opt-Out Election on their Class 4 Ballot shall be only entitled to pursue Allowance of their Late-Filed Abuse Claim upon motion by the Abuse Claimant within thirty (30) days of the Effective Date, and after due notice and a hearing where the Abuse Claimant establishes their “excusable neglect,” excusing the late filing of their Proof of Claim in accordance with *Pioneer Inv. Servs. v. Brunswick Assocs. Ltd P’ship*, 507 U.S. 380 (1993) and the Bankruptcy Court enters an Order deeming the Late-Filed Abuse Claim as timely. Unless and until such motion is granted and the Late-Filed Abuse Claim is Allowed as a Class 4 Claim by a Non-Appealable Order, no Distribution shall be paid on account of the Late-Filed Abuse Claim as a Class 4 Claim pursuant to the Trust Distribution Plan. Unless an objection to their Late-Filed Abuse Claim is pending as of the Effective Date, if a Late-Filed Abuse Claimant fails to file a motion seeking allowance of its Late-Filed Abuse Claim within thirty (30) days of the Effective Date, their Late-Filed Abuse Claim shall be Disallowed, and they will not be entitled to any Distribution from the Trust, or from the Debtor or Reorganized Debtor.

2. **Barred Abuse Claims.**

- i. Subject to Section 5.4(c)(2)(ii) of the Plan, all Barred Abuse Claims identified on Exhibit I constitute Class 4 Claims classified and treated in accordance with this Class 4 and the other terms of the Plan, the Confirmation Order and the Trust Distribution Plan.
 - ii. If a Barred Abuse Claimant (i) executes a Class 4 Ballot accepting the Plan (including the releases and injunctions contained in Sections 13.6 through 13.10 of the Plan) and (ii) does not exercise the Opt-Out Election, such Barred Abuse Claim shall be treated and Allowed or Disallowed in accordance with the terms and conditions set forth in the Trust Distribution Plan, which provides that such Claimants shall receive the greater of \$50,000 or 15% of the total Allowed Amount of their Barred Abuse Claim, as determined by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan within **thirty (30) days** of the Effective Date of the Plan.
- (e) **Opt-Out Election.** Class 4 Claimants may Opt-Out of the third-party releases and injunctions provided in Sections 13.6 through 13.10 of the Plan by exercising the Opt-Out Election on the Class 4 Ballot. Failure of a Class 4 Claimant to properly and timely exercise the Opt-Out Election will constitute such Claimant's express and unconditional grant, and express and unconditional agreement and consent to, the third-party releases and injunctions provided in, in accordance with Sections 13.6 through 13.10 of the Plan and as restated on the Class 4 Ballot. Opt-Out Claimants' rights to pursue Opt-Out Abuse Claims, which for the avoidance of doubt excludes Claims solely against the Debtor, will be subject to the Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions, as provided in Section 13.11 of the Plan. Opt-Out Claimant's Claims directly against the Debtor shall be subject to the Channeling Injunction and will be evaluated by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan. Allowed Opt-Out Abuse Claims solely against the Debtor shall be paid from the Diocese Contribution.
- (f) **Diocese Cooperation with Trustee and Abuse Claims Reviewer.** The Diocese shall reasonably cooperate with the Trustee and the Abuse Claims Reviewer with any inquiries in the administration of the Trust Distribution Plan.
- (g) **Abuse Claim Release.** No Class 4 Claimant will receive any payment from the Trust in accordance with and under the Plan and Trust Documents unless and until such Class 4 Claimant has executed an Abuse Claim Release in the form attached as Exhibit L to the Plan if such claimant is not an Opt-Out Claimant. The contents of the Abuse Claim Release shall also be included for completion and execution in the Class 4 Ballot. A Class 4 Claimant who does not timely submit the Class 4 Ballot having fully completed and executed the Abuse Claim Release portion must separately execute the Abuse Claim Release as required by this Section 5.4(f) as a

condition of receiving any payments from the Trust.

- (h) **Class 4 Claim Objections.** Following the Confirmation Date, no Class 4 Claimant may challenge the merit, validity, or amount of any other Class 4 Claim. The Diocese, Reorganized Debtor, Participating Parties and/or the Settled Insurer Parties shall not have the right to object to any Allowed Class 4 Claim that has voted to accept the Plan and has not exercised the Opt-Out Election. The Diocese, Reorganized Debtor, Participating Parties and/or the Settled Insurer Parties retain the right to object to any Class 4 Claim that does not vote to accept the Plan and/or exercises the Opt-Out Election. The Trustee shall have the right to object to any Class 4 Claim.
- (i) **Diocese Discharge of Class 4 Claim Liability.** The Debtor shall be discharged as set forth in Section 13.1 of the Plan of any liability because of any and all Class 4 Claims, including, for the avoidance of doubt, all Abuse Claims and Opt-Out Abuse Claims.

Class 5: Unknown Abuse Claims

- (a) **Definition.** A “Class 5 Claim” means an Unknown Abuse Claim. A “Class 5 Claimant” shall mean a Holder of a Class 5 Claim.
- (b) **Impaired and Voting.** Class 5 is impaired under the Plan. The Unknown Abuse Claims Representative is entitled to vote on the Plan on behalf of Class 5 Claimants. Only for purposes of voting, the Unknown Abuse Claims Representative is deemed to have a single Allowed Claim in the amount of \$1.00.
- (c) **Treatment of Class 5.** The Unknown Abuse Claims Trust will be initially funded from the Contributions made by Participating Parties on the Effective Date pursuant to the provisions of the Plan. On and after the Effective Date, the Trust shall set aside and allocate up to \$500,000 from the Contributions made by Participating Parties to fund the Unknown Abuse Claims Trust to pay all Class 5 Claims in accordance with the Plan and Unknown Abuse Claims Trust Documents. Class 5 Claimants shall have their Abuse Claims treated and Allowed or Disallowed in accordance with the terms and conditions set forth in the Unknown Abuse Claims Trust Distribution Plan. In particular, without limitation, each Unknown Abuse Claimant asserting an Unknown Abuse Claim must prove by credible evidence that its Claim constitutes an Unknown Abuse Claim (as defined in the Plan) and, in particular, that the Abuse was perpetrated by a Perpetrator under the direction, control and supervision of the Debtor.
- (d) **Diocese Cooperation with Unknown Abuse Claims Trustee and Abuse Claims Reviewer.** The Diocese and its counsel shall reasonably cooperate with the Unknown Abuse Claims Trustee and the Abuse Claims Reviewer with any inquiries in the administration of the Unknown Abuse Claims Trust Distribution Plan.

- (e) **Class 5 Claim Objections.** No Class 5 Claimant may challenge the merit, validity, or amount of any other Class 5 Claim. The Unknown Abuse Claims Trustee has the right to object to any Class 5 Claim. The Diocese, any Participating Party and any Settled Insurer may file and prosecute an objection to a Class 5 Claim on any grounds under applicable law; *provided, however*, if the Holder of such Class 5 Claim executes and delivers the Exhibit L Abuse Claims Release as provided in Sections 13.6 through 13.10 of the Plan: (i) acceptance of a Distribution for an Class 5 Claim constitutes full satisfaction, settlement, release, and extinguishment of such Claim, and (ii) such Class 5 Unknown Abuse Claim shall be treated and Allowed or Disallowed in accordance with the terms and conditions set forth in the Unknown Abuse Claims Trust Distribution Plan.
- (f) **Opt-Out Election.** The Unknown Abuse Claims Representative, for and on behalf of the Unknown Abuse Claimants, may Opt-Out of the third-party releases and injunctions provided in Section 13.6 through 13.10 of the Plan by exercising the Opt-Out Election on the Ballot. Failure of the Unknown Abuse Claims Representative to exercise the Opt-Out Election before the Voting Deadline will constitute the express and unconditional grant, and express and unconditional agreement and consent to, the third-party releases and injunctions provided in, in accordance with Section 13.6 through 13.10 of the Plan, and such grant, agreement, and consent will be binding on all Unknown Abuse Claimants.
- (g) **Abuse Claim Release.** No Class 5 Claimant will receive any payment from the Unknown Abuse Claims Trust in accordance with and under the Plan and Unknown Abuse Claims Trust Documents unless and until such Class 5 Claimant has executed an Abuse Claim Release in the form attached as Exhibit L to the Plan if such claimant is not an Opt-Out Claimant.
- (h) **Severability.** In the event an objection to confirmation of the Plan based on the appointment of the Unknown Abuse Claims Representative, or the treatment of Unknown Abuse Claims or Unknown Abuse Claimants, is sustained by the Bankruptcy Court, or if the Bankruptcy Court finds such provisions unenforceable, invalid, or not confirmable, the Diocese, Participating Parties, Unknown Abuse Claims Representative and Catholic Mutual agree that the Plan may otherwise be confirmed, performed and consummated, and shall remain binding on the Diocese, Reorganized Debtor, Participating Parties, Settling Insurers, Non-Settling Insurers, Holders of all Claims, and shall be enforceable pending any appeal of such provisions relating to the Unknown Abuse Claims Representative, Unknown Abuse Claims, or Unknown Abuse Claimants.
- (i) **Diocese Discharge of Unknown Abuse Claim Liability.** The Debtor shall be discharged as set forth in Section 13.1 of the Plan of any liability because of all Class 5 Claims, even if the Claimant or Unknown Abuse Claims Representative rejects the Plan or exercises the Opt-Out election.

Class 6: General Unsecured Claims

- (a) **Definition.** A “Class 6 Claim” or “General Unsecured Claim” means (i) any Claim arising out of the rejection of any Executory Contract, or (ii) any Unsecured Claim that is not included in another class under the Plan and is not listed as disputed, contingent or unliquidated on the Debtor’s schedules filed in connection with this Chapter 11 Case (“Debtor’s Schedules”) or as to which the Holder of such Claim timely filed a Claim.
- (b) **Unimpaired and Not Voting.** Class 6 is Unimpaired under the Plan. The Class 6 Claimants are conclusively presumed to have accepted and are not entitled to vote on the Plan.
- (c) **Treatment.** Except to the extent that a Class 6 Claimant agrees to less favorable treatment of their Class 6 Claim, in exchange for full and final satisfaction of such Allowed General Unsecured Claim, at the sole option of the Reorganized Debtor:
 - (a) each Class 6 Claimant shall receive payment in Cash in an amount equal to such Allowed General Unsecured Claim, payable on last to occur of (i) the Effective Date, (ii) the date on which such General Unsecured Claim becomes an Allowed General Unsecured Claim, and (iii) the date on which the Class 6 Claimant and the Diocese or Reorganized Debtor, as applicable, shall otherwise agree in writing; or
 - (b) satisfaction of such Allowed General Unsecured Claim in any other manner that renders the Allowed General Unsecured Claim Unimpaired, including reinstatement.

Class 7: Abuse Related Contribution Claims

- (a) **Class 7 Definition.** A “Class 7 Claim” means all Abuse Related Contribution Claims (other than those classified in Class 8).
- (b) **Impaired and Not Voting.** Class 7 is impaired under the Plan. The Class 7 Claimants are conclusively presumed to have rejected and not entitled to vote on the Plan.
- (c) **Class 7 Treatment.** Class 7 Claims against the Debtor shall be Disallowed in accordance with § 502(e)(1) of the Bankruptcy Code, and Class 7 Claims will receive no Distribution under the Plan. Notwithstanding the disallowance of an Abuse Related Contribution Claim, an Abuse Claimant who liquidates their claim in an amount greater than \$0, consents to application of its portion of the reserve established by the Trustee under the Trust Agreement to pay any Co-Defendant for its contribution, reimbursement, and/or indemnity claim, if any, against the Debtor.

Class 8: Claims Held by Catholic Entities, Xavier and Oceania

- (a) **Class 8 Definition.** A “Class 8 Claim” means any Claim (including any Abuse Related Contribution Claim and any Administrative Claim) held by any of the Catholic Entities (which include Mercy, St. Bernard and Mount St. John), Xavier and Oceania.
- (b) **Impaired and Voting.** Class 8 is impaired under the Plan. The Class 8 Claimants are entitled to vote on the Plan. For the avoidance of doubt, only those Persons among the Catholic Entities (which include Mercy, St. Bernard and Mount St. John), Xavier and Oceania who actually hold Claims against the Debtor are entitled to vote.
- (c) **Class 8 Treatment.** The Diocese has reached a settlement with the Catholic Entities, Xavier and Oceania, which are embodied in the Plan (including the Xavier Settlement Agreement, the Mercy Settlement Agreement, the St. Bernard Settlement Agreement and the Mount St. John Settlement Agreement) or that are (or will be) subject to certain settlement agreements attached to the Plan as Exhibits Q, R, and S, that are subject to Bankruptcy Court approval at the hearing on confirmation of the Plan pursuant to §§ 105, 363, 1123(b) and 1129 of the Bankruptcy Code. As one component of the settlement, and to maximize recovery for Abuse Claimants, the Catholic Entities, Xavier and Oceania have agreed to waive all rights to Distributions on account of their Class 8 Claims but may vote their claims on or before the Voting Deadline in the amounts stated in their Proofs of Claims. Accordingly, there will be no Distribution to the Holders of any Class 8 Claims on account of such Class 8 Claims. On the Effective Date, any Claim against the Debtor held by the Catholic Entities, Xavier and Oceania shall be discharged

VI. MEANS FOR IMPLEMENTATION OF THE PLAN

A. Establishment of Trust

On the Effective Date, the Trust shall be established under the Trust Documents and the Unknown Abuse Claims Trust shall be established under the Unknown Abuse Claims Trust Documents. The Trust Documents and Unknown Abuse Claims Trust Documents, including the Trust Agreement and Unknown Abuse Claims Trust Agreement, are incorporated herein by reference.

Funding of Trust

The Trust will be funded as follows:

- ☐ **Cash Contributions.** The Debtor, the Participating Parties and Settled Insurers shall make the following cash contributions to the Trustee for the benefit of the

Trust, by delivering the following amounts to the Trustee (collectively, the “Cash Contributions”). The following Cash Contributions shall be delivered to the Trustee, for the benefit of the Trust, within thirty (30) calendar days of the entry of the Confirmation Order.

- (i) The Debtor shall transfer or cause to be transferred on its behalf by wire transfer to the Trustee, for the benefit of the Trust, One Million (\$1,000,000) Dollars in good and immediately available funds, which sum includes \$500,000 that the ACA is paying to the Debtor on account of certain disputed sums due to the Debtor by the ACA in order to resolve such dispute.
- (ii) Pursuant to the St. Bernard Settlement Agreement, the Debtor shall transfer or cause to be transferred by wire transfer to the Trustee, for the benefit of the Trust, that portion of the Six Million (\$6,000,000) Dollars in Net Proceeds realized from the St. Bernard Property Sale that constitutes property of the Debtor’s Estate , in good and immediately available funds , and the any further consideration exchanged as more particularly described in the Plan and the St. Bernard Settlement Agreement *provided* the St. Bernard Settlement Agreement is approved by a Non-Appealable Order.
- (iii) Oceania shall transfer or cause to be transferred on its behalf by wire transfer to the Trustee, for the benefit of the Trust, an amount up to Seven Million (\$7,000,000), in good and immediately available funds.
- (iv) The Parishes shall transfer or cause to be transferred on their collective behalf by wire transfer to the Trustee, for the benefit of the Trust, an amount up to Two Million (\$2,000,000) Dollars, in good and immediately available funds.
- (v) Subject to the satisfaction of the conditions set forth in Article III of the Catholic Mutual Settlement Agreement, Catholic Mutual shall pay to the Trustee, for the benefit of the Trust, the Catholic Mutual Contribution in the amount up to Four Million, Eight Hundred Thousand (\$4,800,000) Dollars. Specifically, as provided in Article III of the Catholic Mutual Settlement Agreement, Catholic Mutual’s obligation to pay this amount to the Trust is conditioned upon the occurrence of the following unless waived by Catholic Mutual: (1) the due execution of the Catholic Mutual Settlement Agreement by all parties thereto; (2) the entry of the Approval Order authorizing and approving the Catholic Mutual Settlement Agreement and such Approval Order becoming a Non-Appealable Order; (3) the entry of an order approving the Disclosure Statement and such order becoming a Non-Appealable Order; and (4) the entry of the

Confirmation Order approving the Plan consistent with the terms and conditions of the Catholic Mutual Settlement Agreement. Payment by Catholic Mutual is further conditioned upon Catholic Mutual having received written notice that the foregoing conditions ((1) through (4)) have been satisfied and appropriate instructions for the transmission of payment.

- (vi) Pursuant to the Mercy Settlement Agreement, Mercy shall transfer or cause to be transferred on its behalf by wire transfer to the Trustee, for the benefit of the Trust, an amount up to Fifty Thousand (\$50,000) Dollars in good and immediately available funds and the further consideration particularly described in the Plan and the Mercy Settlement Agreement.

- ☐ **Transferred Real Estate.** Subject to the terms and conditions set forth in Section 7.3 of the Plan (including the timing of such transfers), the Diocese and St. Mary's Roman Catholic Church (as applicable, "RE Owner") shall transfer by quitclaim deed to the Trust's designee each piece and parcel of Transferred Real Estate owned by them, respectively, or the Net Proceeds realized from the sale of such Transferred Real Estate if such sale closes on or before the Effective Date. The "Transferred Real Estate" consists in the following:

- (i) Bath Street Office, 7-9 & 11 Bath St. Norwich, CT 06360;
- (ii) Moss Property, 7 Otis St. Norwich, CT 06360;
- (iii) Tribunal, 17 Otis St., Norwich, CT 06360;
- (iv) Diocesan School Office, 25 Otis St Norwich, CT 06360;
- (v) Vacant Office, 31 Perkins Ave., Norwich, CT 06704; and
- (vi) St. Mary's School, 50-54 North Main Street, Jewett City (Griswold), CT 06351.

- ☐ **Transferred Insurance Interests.** As set forth and to the extent provided in Section IX of the Plan and the Confirmation Order, on the Effective Date, with no further act by any party, the Diocese and the Participating Parties shall be deemed to have assigned the Transferred Insurance Interests to the Trustee for the benefit of the Trust, and such assignment shall immediately be deemed effective. On the Effective Date, the Trustee will be empowered to receive an assignment of Litigation Awards (as that term is defined in the Trust Distribution Plan) and to take all steps necessary to pursue recovery from Non-Settling Insurers.

- ☐ **Transfer of Mount St. John Settlement Agreement and Interests Thereunder, and Related Interests.** The Trustee shall on the Effective Date succeed to all of the rights, interests and obligations set forth in the Mount St. John Settlement Agreement for the benefit of the Trust, including the right to receive the "Net Proceeds" (as defined therein) realized from the sale of Mount St. John's right, title and interest in the Real Estate known as 135 Kirtland Street, Deep River,

Connecticut, more particularly described in Exhibit A appended to the Mount St. John Settlement Agreement, on the terms and conditions set forth in the Mount St. John Settlement Agreement and the Plan. On or as soon as practicable after the Effective Date, the Mt. St. John Property will be transferred by quitclaim deed to the Trust or its nominee for the benefit of the Class 4 Claimants. Also pursuant to the Mount St. John Settlement Agreement, within ten (10) days of the Effective Date, the Reorganized Debtor shall transfer to the Trust all of its right, title and interest in the MSJ Debt and the MSJ Mortgage Documents.

- **Transfer of Xavier Settlement Agreement and Interests Thereunder, and Related Interests.** The Trustee shall on the Effective Date succeed to all of the rights, interests and obligations set forth in the Xavier Settlement Agreement for the benefit of the Trust, including the right to receive within thirty (30) days of the Effective Date, Two Million, Five Hundred Thousand Dollars (\$2,500,000) realized from the sale of all of the Debtor's right, title and interest in the Xavier Property known as 181 Randolph Rd., Middletown, Connecticut, to Xavier on the terms and conditions set forth in the Xavier Settlement Agreement and the Plan.

Contribution of Funds to Unknown Abuse Claims Trust on the Effective Date.

The Unknown Abuse Claims Trust shall be initially funded exclusively from the Contributions made by the Participating Parties provided in the Plan, by the Trustee transferring to the Unknown Abuse Claims Trust up to Five Hundred Thousand Dollars (\$500,000) from the Contributions made by Participating Parties for the benefit of Unknown Abuse Claims which transfer shall not be deemed to include any funding from the Catholic Mutual Contribution. In the event the Bankruptcy Court does not approve of the treatment of the Unknown Abuse Claims as provided in Section 5.5 of the Plan, the Participating Parties need not fund the Unknown Abuse Claims Trust, and may apply the funds otherwise available to the Unknown Abuse Claims Trust under the Plan to pay for the defense of any such Unknown Abuse Claims asserted post-confirmation, which payments shall permanently reduce the funds otherwise allocated to the Unknown Abuse Claims Trust under the Plan.

Sale or Transfer of Transferred Real Estate

For a period of time not to exceed sixty (60) days following the Effective Date (the "Real Estate Sale Period"), the RE Owner shall retain title to and exclusive possession of the Real Estate and shall reasonably cooperate, in good faith, in the Trustee's efforts to sell the Real Estate. The Trustee will determine all manner and methods of the sale process for the Real Estate, and all terms and conditions of the sale for the Real Estate, at his sole and absolute discretion; provided, however, that such will not materially prejudice the RE Owner without its written consent, which will not be unreasonably withheld. During the Real Estate Sale Period, the RE Owner's reasonable cooperation shall include, but shall not be limited to, the following: (i) providing a copy of all documents requested by the Trustee concerning the Real Estate (including all Permits and Plans); (ii) permitting reasonable access to the Real Estate including for inspections by the Trustee's professionals; (iii) providing its written agreement, authorization or affirmation in furtherance of

such sale process; and (iv) executing all customary closing documents including the deed, title affidavit, conveyance tax forms, closing statement, and such other documents reasonably necessary or required by a purchaser's title insurance company to effectuate the transfer of the subject Real Estate.

During the Real Estate Sale Period, the Trust shall pay for and fund the RE Owner's continued maintenance of the Real Estate in substantially the same condition as in existence as of the date of the Plan, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways, and the RE Owner agrees not to commit or permit waste upon the Real Estate, or to remove or permit the removal of anything from the Real Estate without the written consent of the Trustee.

During the Real Estate Sale Period, the RE Owner shall obtain and maintain insurance on the Real Estate (including the Improvements) in amounts and coverages substantially identical to what had been obtained and maintained on or about the date of the Plan, provided that the Trust will pay promptly, when due, any premiums on such insurance; provided, further, that the RE Owner shall obtain and maintain for the duration of the Real Estate Sale Period a loss payee endorsement for the Trustee for all insurance coverage provided on account of the Real Estate (including all Improvements). In the event of loss to the Real Estate, the RE Owner will give immediate written notice to the Trustee. In case of loss and payment by any insurance company on account of a loss to the Real Estate, the insurance proceeds received, after deducting all costs of collection, including reasonable attorney's fees, shall be paid to the Trustee. The RE Owner hereby agrees and consents to permit the Trustee to negotiate with any insurance company following a loss to the Real Estate to ensure an equitable settlement. The RE Owner agrees that any sums which may become payable under such insurance shall name on the payment the RE Owner and the Trustee. The RE Owner will require all insurance policies on the Real Estate to provide the Trustee with at least ten (10) days prior written notice to Trustee of cancellation or modification. At the Trustee's request, the RE Owner will deliver to him certified copies of all of these insurance policies, binders or certificates applicable to the Real Estate during the Real Estate Sale Period.

At the closing of any sale of Real Estate during the Real Estate Sale Period (the "Closing"), the RE Owner shall deliver to the Trustee the Net Proceeds of the sale of Real Estate.

Immediately after the end of the Real Estate Transfer Period, the RE Owner shall promptly transfer by quitclaim deed to the Trustee's designee in accordance with Section 7.1(a)5 of the Plan any and all pieces and parcels of Real Estate that it had not sold in accordance with the Plan, unless Trustee provides advance written notice waiving the Trust's right to acquire title to such Real Estate.

Bond Requirement

As provided in each of the Trust Agreement and the Unknown Abuse Claims Trust Agreement, each of the Trustee and Unknown Abuse Claims Trustee shall post a bond or other form of surety or security on such terms and conditions as ordered by the Bankruptcy Court in the

Confirmation Order.

Identity of Proposed Trustee and Maintenance of Trust Assets

The Plan Proponents propose [] to serve as the Trustee of the Trust. The Plan Proponents submit that [] is the most qualified to serve as Trustee based on their extensive experience in serving as a fiduciary and representing fiduciaries in similar situations.

The Debtor shall seek through a separate motion the Bankruptcy Court's approval of []'s appointment as the Trustee of the Trust. This separate motion shall fully set forth their qualifications to serve as Trustee for the Trust, for the benefit of the Abuse Claimants in Class 4. The replacement of the Trustee, if and when necessary, shall be subject to Bankruptcy Court approval and otherwise shall be effectuated as provided in the Trust Documents.

The Trustee shall be compensated by the Trust for their reasonable and necessary fees and expenses incurred in connection with the fulfillment of their services performed pursuant to the Trust. The Trustee may employ other professionals and paraprofessionals to assist in the fulfillment of their duties under the Trust, and the Trust shall also compensate for such reasonable and necessary services in accordance with the Trust Agreement. If []'s appointment is approved by the Bankruptcy Court, [] shall be compensated at their ordinary and customary hourly rate of \$[]. Any professionals and paraprofessionals that the Trustee engages shall also be compensated at their ordinary and customary hourly rate less the 10% public interest discount.

The Trustee shall post and at all times while so serving maintain a bond or other form of surety or security as ordered by the Bankruptcy Court in the Confirmation Order or otherwise. Typically, the bond ordered and issued is in an amount equal to One Hundred Fifty Percent (150%) of the value of the trust assets. In addition, the Trustee and their firm maintain their own errors and omissions insurance coverage up to One Million Dollars (\$1,000,000).

Until distributed to Abuse Claimants, the Trustee shall maintain the liquid Trust Assets as cash and cash equivalents; cash equivalents shall include time deposits, certificates of deposit, money market funds, U.S. Treasury bills having a maturity date of three months or less and similar temporary investments that are (i) readily convertible to known amounts of cash and (ii) so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. The Trustee is not authorized to make and is expressly precluded from making any other type of investment with the liquid Trust Assets. The Trustee intends to maintain the Trust's financial accounts with Citizens Bank with whom the Trustee has a preexisting relationship for when he has served as a fiduciary in other matters.

B. Liquidation And Payment of Abuse Claims

The Trustee and Trust and Unknown Abuse Claims Trustee and Unknown Abuse Claims Trust, respectively, shall pay Abuse Claims under the terms of the Plan, Confirmation Order, the Trust Agreement, the Trust Distribution Plan, the Unknown Abuse Claims Trust Agreement, and the Unknown Abuse Claims Trust Distribution Plan, as applicable.

The Abuse Claims Reviewer's determinations shall not be a finding or fixing of the fact or liability or the amount payable for any Abuse Claim with any binding legal effect, other than for distribution purposes by the Trust under the Trust Distribution Plan or the Unknown Abuse Claims Trust under the Unknown Abuse Claims Trust Distribution Plan. The Trustee's, Unknown Abuse Claims Trustee's or Abuse Claims Reviewer's determination of qualification of an Abuse Claim, payment on account of an Abuse Claim or reserve for payment on account of an Abuse Claim is not an admission of liability by the Debtor, a Participating Party, the Trust, or the Unknown Abuse Claims Trust regarding any Abuse Claims, to establish the Diocese's and/or a Participating Party's liability on the Abuse Claim, but any such judgment awarded to an Abuse Claimant will be reduced by the Trust Distributions or Unknown Abuse Claims Trust Distributions already paid by the Trust or Unknown Abuse Claims Trust to such Abuse Claimant on their Abuse Claim(s).

Identity of Proposed Abuse Claims Reviewer

The Plan Proponents propose for the [_____] to serve as the Abuse Claims Reviewer for both the Trust Distribution Plan and Unknown Abuse Claims Trust Distribution Plan, based on [_____].

The Plan Proponents seek through a separate motion the Bankruptcy Court's approval of [_____]s appointment as the Abuse Claims Reviewer for the Plan and, more specifically, for the implementation of the Trust Distribution Plan and the Unknown Abuse Claims Trust Distribution Plan. This separate motion shall fully set forth their qualifications to serve as the Abuse Claims Reviewer for the Trust and the Unknown Abuse Claims Trust, for the benefit of all Abuse Claimants in Class 4 and Class 5. The replacement of the Abuse Claims Reviewer if and when necessary, shall be subject to Bankruptcy Court's approval and otherwise shall be effectuated as provided in the Trust Documents.

The Abuse Claims Reviewer shall be compensated by the Trust for their reasonable and necessary fees and expenses incurred in connection with the fulfillment of their services performed pursuant to the Trust Distribution Plan and the Unknown Abuse Claims Trust Distribution Plan. The Abuse Claims Reviewer's compensation may include the reasonable and necessary services provided by other professionals and paraprofessionals to assist in the fulfillment of their duties under the distribution plans. If their appointment is approved by the Bankruptcy Court, [_____] shall be compensated at their ordinary and customary hourly rate of \$[_____] , and any professionals and paraprofessionals that they engage shall be compensated at their ordinary and customary hourly rate.

Settled Insurer Defense and Indemnification Limitation.

After the Effective Date and notwithstanding any provision of the Confirmation Order, the Plan, the Trust Documents or the Unknown Abuse Claims Trust Documents to the contrary, none of the Settled Insurer Parties shall (i) have any duty or obligation to participate in, defend, indemnify, provide coverage, make any payment or incur any liability or cost in connection with any suit against any Participating Party for the purpose of liquidating of any Channeled Claim, the

recovery on Transferred Insurance Interests from any Non-Settling Insurer or the payment of any Distribution with respect to an Abuse Claim.

Scope of Damages and Effect of No Award on Abuse Claims

As provided in Section 3.3 of the Trust Distribution Plan, in determining the distribution to any Abuse Claimant, punitive damages and damages that can be classified as economic damages that do not compensate the Abuse Claimant for bodily injury and/or emotional distress or mental anguish attributable to their bodily injury shall not be considered or allowed, even if these damages could have been considered or allowed under applicable non-bankruptcy law. Any distribution to an Abuse Claimant shall be solely because of bodily injury and/or emotional distress or mental anguish attributable to the bodily injury to such Abuse Claimant.

If an Abuse Claim is denied payment under the Trust Distribution Plan or Unknown Abuse Claims Trust Distribution Plan, the holder of such Abuse Claim will have no further rights against the Diocese, Participating Parties, the Trust, Trustee, Unknown Abuse Claims Trust, or Unknown Abuse Claims Trustee relating to such Abuse Claim.

Treatment of Punitive Damages

Claims for punitive or exemplary damages in connection with any of the Claims will receive no Distribution under the Plan and shall be discharged.

Withdrawal of Abuse Claims

An Abuse Claimant may withdraw an Abuse Claim at any time on written notice to the Trustee or Unknown Abuse Claims Trustee, as applicable. If withdrawn, the Claim will be withdrawn with prejudice as to and may not be reasserted against the Diocese Parties, the Reorganized Debtor, the Trust or Unknown Abuse Claims Trust, as applicable.

Medicare Reimbursement and Reporting Obligations

The Trust and Unknown Abuse Claims Trust shall register as a Responsible Reporting Entities (“RRE”) under the reporting provisions of Section 111 of MMSEA.

The Trust and Unknown Abuse Claims Trust shall timely submit all reports required under MMSEA because of any claims settled, resolved, paid, or otherwise liquidated by the Trust or Unknown Abuse Claims Trust. The Trust or the Unknown Abuse Claims Trust, as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for tracking, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether, and, if so, how, to report to CMS under

MMSEA.

For Abuse Claims that occurred after December 5, 1980, before remitting funds to Claimants' counsel, or to the Claimant if such Claimant is acting pro se, regarding any Abuse Claim, the Trustee or Unknown Abuse Claims Trustee shall obtain (i) a certification that said Claimant (or such Claimant's authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. section 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Abuse Claim and (ii) that the Claimants' counsel or Claimant (if Claimant is acting pro se) indemnifies the Trust for any such obligations.

No Admission

Section 8.5 of the Plan does not imply, and shall not be an admission that the Debtor, any Participating Party or any Settled Insurer are "applicable plans" within the meaning of Medicare, Medicaid and SCHIP Extension Act of 2007, or that they have any legal obligation to report any actions undertaken by the Trust or Unknown Abuse Claims Trust or contributions to the Trust or Unknown Abuse Claims Trust under Medicare, Medicaid and SCHIP Extension Act of 2007 or any other statute or regulation.

Delay Regarding Failure to Comply

The failure by one or more Medicare Beneficiaries or other Abuse Claimants to follow these provisions shall not delay or impair the payment by the Trustee or Unknown Abuse Claims Trustee to any other Medicare Beneficiary or other Abuse Claimant following these provisions.

Documentation by Estate of Abuse Claimant

If the Abuse Claimant is the estate of an Abuse Claimant, then the letters or documentation required under Section 8.5 of the Plan need not be dated within 120 days of payment by the Trustee or the Unknown Abuse Claims Trustee to such Claimant.

C. Insurance Matters Regarding Non-Settling Insurers

Transfer of Insurance Interests

On the Effective Date, and with no further action by any party, but subject to the Plan, the Diocese and each of the Participating Parties will be deemed to have assigned to the Trust the Diocese's and the Participating Parties' Transferred Insurance Interests. The Transferred Insurance Interests shall be effective to the maximum extent permissible under applicable law and shall not be construed: (i) as an assignment of the Non-Settling Insurer Policies issued by the Non-Settling Insurers or (ii) to entitle any Person to Insurance Coverage other than those Persons or entities entitled to such coverage under the terms of the Non-Settling Insurer Policies. The determination of whether the assignment of Transferred Insurance Interests

provided for in this Section is valid, and does not defeat, diminish or impair the Transferred Insurance Interests shall be made by the Bankruptcy Court at the Confirmation Hearing.

If a party in interest fails to timely file an objection to the proposed assignment by the deadline for filing objections to confirmation of the Plan, that party in interest shall be deemed to have irrevocably consented to the assignment and will be forever barred from asserting that the assignment affects the ability of the Trust to pursue Transferred Insurance Interests against the Non-Settling Insurers.

If the Bankruptcy Court determines that the assignment of the Transferred Insurance Interests is valid and does not defeat, diminish or impair the Insurance Coverage, following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Diocese or the Participating Parties under the Non-Settling Insurer Policies as are necessary to enforce the Transferred Insurance Interests; provided, however, that the Trust's assumption of such responsibility shall not relieve the Diocese or the Participating Parties from any duty that such entities may have under the Non-Settling Insurer Policies.

Appointment of Trustee as the Estate Representative to Enforce Insurance Interests and Obtain Insurance Recoveries

Under section 1123(b)(3)(B) of the Bankruptcy Code, the Trustee is appointed as the representative of the Diocese and Participating Parties to retain and enforce the Diocese's and Participating Parties' Insurance Coverage and for Insurance Claims regarding the Abuse Claims against the Diocese and Participating Parties for any Insurance Claims transferred to the Trust.

Neither the Trust nor the Diocese shall have any obligation to take any action to enforce an Insurance Policy of a Non-Settling Insurer, including any obligation to commence and prosecute any action against any Non-Settling Insurer or to defend an action commenced by a Non-Settling Insurer, though the Trust (or the Diocese, as applicable), may choose to do so.

The determination of whether the appointment of the Trust as the Debtor's and the Estate's representative provided for in Plan Section 9.2(a) is valid and does not defeat, diminish or impair the Insurance Coverage, shall be made by the Bankruptcy Court at the Confirmation Hearing. If a party in interest fails to timely file an objection to the proposed appointment by the deadline for filing objections to confirmation of the Plan, that party in interest shall be deemed to have irrevocably consented to the appointment and will be forever barred from asserting that the appointment in any way affects the ability of the Trust to pursue the Insurance Coverage, Insurance Claims and/or Insurance Recoveries from the Non-Settling Insurers.

If the Bankruptcy Court determines that the appointment is valid and does not defeat, diminish or impair the Insurance Coverage, following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Diocese or the Participating Parties under the Non-Settling Insurer Policies as are necessary to enforce the Insurance Coverage, Insurance Claims and/or Insurance Recoveries; provided, however, that the Trust's appointment

shall not relieve the Diocese or the Participating Parties from any duty that such entities may have under the Non-Settling Insurer Policies.

Consequences of Determination that Assignment or Appointment is Invalid

If a Non-Appealable Order is entered holding that the assignment of Transferred Insurance Interests provided for in Section 9.1 of the Plan, or that the appointment of the Trust as the Diocese's and Participating Parties' representative provided for in Plan Section 9.2, is invalid or would defeat, diminish or impair the Transferred Insurance Interests regarding a Non-Settling Insurer Policy, as to such Non-Settling Insurer Policy, the assignment and/or appointment, as the case may be, will be deemed not to have been made. If the assignment and appointment are not deemed to have been made, the Diocese and each of the Participating Parties will retain the Insurance Claims under such Non-Settling Insurer Policy, and the following shall apply to such retained Insurance Claims:

- ☐ The Trust, the Reorganized Debtor, and any Participating Parties shall enter into a common interest agreement related to pursuing the Insurance Claims.
- ☐ The Reorganized Debtor and the Participating Parties will assert their Insurance Claims to the extent requested by the Trust against any Non-Settling Insurer. All Insurance Recoveries identified as transferred to the Trust under Plan Section 9.1 above received by the Reorganized Debtor and the Participating Parties will be immediately paid to the Trust. The Reorganized Debtor and Participating Parties will select and retain counsel to pursue their Insurance Claims under Plan Section IX, subject to the Trustee's approval, which approval shall not be unreasonably withheld.
- ☐ The Reorganized Debtor and Participating Parties shall cooperate with the Trust regarding the Insurance Claims, including that the Reorganized Debtor and Participating Parties will provide the Trustee and its counsel with all discovery requests, pleadings, moving documents and other papers that the Reorganized Debtor or Participating Parties intend to make or file regarding the Insurance Claims and any related counterclaims against the Non-Settling Insurers before making such requests or filing. The Reorganized Debtor and Participating Parties shall keep the Trustee advised of any settlement discussions regarding any litigation against a Non-Settling Insurer and will involve the Trust's counsel in all settlement discussions with any Non-Settling Insurer.
- ☐ The Trust shall pay the reasonable attorneys' fees, costs and expenses allowed by the Bankruptcy Court incurred by the Reorganized Debtor and Participating Parties in pursuing the Insurance Claims under Section 9.3 of the Plan, subject to a monthly

cap to be established by the Trustee, in consultation with the Reorganized Debtor and Participating Parties.

- The Trust shall, in addition to reasonable attorneys' fees, costs and expenses provided for in Plan Section 9.3(a)4, reimburse the Reorganized Debtor and Participating Parties for any reasonable out of pocket costs and expenses it incurs as a direct consequence of pursuing such Insurance Claims, but will not compensate the Reorganized Debtor and Participating Parties for any time any of its employees spends. All Insurance Recoveries received by the Reorganized Debtor or Participating Parties on account of such Insurance Claims shall be held in trust to benefit the Trust and shall be immediately remitted by the Reorganized Debtor or Participating Parties to the Trust.

Preservation of Insurance Rights

Nothing in the Plan or any of the other Plan Documents, including, without limitation, any discharge, release, covenant not to sue or injunction protecting the Debtor, any Settled Insurer Party or any Participating Party, or any release provided by a Class 4 Claimant or Class 5 Claimant, or any determination with respect to a Class 4 Claim under the Trust Documents or any determination with respect to Class 5 Claim under the Unknown Abuse Claim Trust Document, shall impair or diminish any Non-Settling Insurer's obligations under or related to the Non-Settling Insurer Policies including, but not limited to, pursuant to the doctrines of *res judicata*, collateral estoppel, admission, accord and satisfaction, novation or waiver. No provision of the Plan or any of the other Plan Documents shall impair or diminish any Insurance Claims or Insurance Recoveries, including any Non-Settling Insurer's legal, equitable, or contractual obligations arising out of or relating to the Non-Settling Insurer Policies or the Insurance Claims, against the Non-Settling Insurers. Under no circumstance shall the review or determination of an Abuse Claim by the Abuse Claims Reviewer, Trustee or Unknown Abuse Claims Trustee affect the rights or obligations of a Non-Settling Insurer. If any court determines that any provision of the Plan impairs or diminishes any Non-Settling Insurer's obligation regarding any Insurance Claims or Insurance Recoveries, including any Non-Settling Insurer's obligations arising out of or relating to the Transferred Insurance Interests, such provision shall be given effect only if it shall not cause such impairment or diminishment.

Effect of Discharge, Injunctions and Releases.

Notwithstanding any provision of the Plan or any other Plan Document, including the discharge provided by Section 13.1 of the Plan, the injunctions provided by Sections 13.6 and 13.9 of the Plan, and the releases provided in and pursuant to the Plan and the other Plan Documents, to preserve coverage under any Non-Settling Insurer Policy and to preserve all Insurance Claims and all Insurance Recoveries, including the Transferred Insurance Interests, the Abuse Claimants specifically reserve, and do not release, and are not enjoined or otherwise precluded from asserting

and litigating through any form of legal proceeding any Claims they may have against the Diocese, the Reorganized Debtor, or any Participating Party solely for the purpose of asserting those Claims to recover on Insurance Coverage under any Non-Settling Insurer Policy, or any Insurance Claims or Insurance Recoveries, and recourse is limited to the proceeds of such Non-Settling Insurer Policy and all Insurance Claims and Insurance Recoveries that may be recoverable against any Non-Settling Insurer, and any such judgments or awards shall be handled pursuant to the Plan and the Trust Distribution Plan.

Post-Judgment Actions against Non-Settling Insurers

If the Trust or any Abuse Claimant obtains a judgment against the Reorganized Debtor or Participating Parties, the Reorganized Debtor or Participating Parties will cooperate with the Trust or Abuse Claimant in the pursuit of any action brought by the Trust or Abuse Claimant against a Non-Settling Insurer that may, based upon allegations made in good faith, provide Insurance Coverage applicable to such judgment. The Reorganized Debtor and/or Participating Parties will provide the Trust or Abuse Claimant with any non-privileged and relevant documents and information reasonably requested by the Trust or Abuse Claimant in pursuit of such an action.

Settlement with Non-Settling Insurers

Following the Effective Date and prior to the termination of the Trust, the Reorganized Debtor and the Participating Parties shall not enter into an agreement affecting any Insurance Policy with any Non-Settling Insurer without the express written consent of the Trustee, which consent may be granted or withheld at the Trustee's sole and absolute discretion. Following the Effective Date and prior to the Trust Termination Date (as defined in the Trust), the Trust shall exclusively act on the Reorganized Debtor's and Participating Parties' behalf to negotiate a settlement with any Non-Settling Insurer because of such Transferred Insurance Interests, unless Section 9.3 of the Plan applies. Such settlements may provide for the Non-Settling Insurer to become a Settled Insurer.

Cooperation with Non-Settling Insurer in Defense of Claims

Without limiting the Diocese's and/or Participating Party's obligations under Section IX of the Plan, if any Abuse Claimant prosecutes an action against the Diocese and/or Participating Party, the Diocese and/or Participating Party will cooperate, under the terms of any applicable Non-Settling Insurer Policy, with a Non-Settling Insurer providing a defense to such a Claim.

Insurance Neutrality

Other than as expressly provided in Section IX of the Plan, no provision of the Plan shall diminish or impair the right of any Insurer to assert any defense to any Insurance Claim. That the Trust is liquidating and paying/reserving monies because of the Abuse Claims shall not be construed to diminish any duty of any Insurer under any Insurance Policy to provide Insurance

Coverage to the Diocese for Abuse Claims. The duties and obligations, if any, of the Non-Settling Insurers under each Non-Settling Insurer's Insurance Policy shall not be Impaired, altered, reduced or diminished by: (a) the discharge granted to the Debtor under the Plan under section 1141(d) of the Bankruptcy Code, (b) the exonerations, exculpations and releases in the Plan or the other Plan Documents or (c) the Channeling Injunction and the Supplemental Settled Insurer Injunction.

Judgment Reduction

In connection to any action by the Trust to enforce Insurance Claims regarding a Non-Settling Insurer Policy, if any Non-Settling Insurer obtains a judicial determination or binding arbitration award that, it would be entitled to obtain a sum certain from a Settled Insurer because of a claim for contribution, subrogation, indemnification, or other similar claim against a Settled Insurer for such Settled Insurer's alleged share or equitable share, or to enforce subrogation rights, if any, of the defense and/or indemnity obligation of such Settled Insurer for any Claims released or resolved under any Settlement Agreement with a Settled Insurer, the Diocese, the Trustee or Participating Party, as applicable, shall be deemed to have reduced its judgment or Claim against, or settlement with, such other Insurer to the extent necessary to satisfy such contribution, subrogation, indemnification, or other claims against such Settled Insurer. To make sure such a reduction is accomplished, such Settled Insurer shall be entitled to assert Plan Section IX as a defense to any action against it brought by any other Insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect such Settled Insurer or any released parties under a Settlement Agreement with a Settled Insurer from any liability for the judgment or Claim. If a Non-Settling Insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against a Settled Insurer, such Claim may be asserted as a defense against the Trust, the Diocese or any Participating Party in any litigation of Insurance Claims (and the Trust, the Diocese and the Participating Party may assert the legal and equitable rights of such Settled Insurer in response thereto); and to the extent such a Claim is found to be valid by the court presiding over such action, the liability of such Non-Settling Insurer to the Trust, the Diocese or Participating Party shall be reduced dollar for dollar by the amount so determined. The Bankruptcy Court shall retain nonexclusive jurisdiction to determine the amount, if any, of any judgment reduction under Plan Section IX. In addition, any court of competent jurisdiction may determine the amount, if any, of any judgment reduction under Plan Section IX.

No Duty of Diocese or Trust to Prosecute Insurance Claims

Neither the Trust nor the Diocese have any obligation to take any action to enforce any Non-Settling Insurer Policy or any Insurance Claims against any Non-Settling Insurer (for the Trust, pursuant to the rights and interests conferred pursuant to Sections 9.1 through 9.3 of the Plan), including any obligation to commence and prosecute any action against any Non-Settling Insurer or to defend an action commenced by a Non-Settling Insurer, though the Trust (or the Diocese, as applicable), may choose to do so. **Notwithstanding and for the avoidance of doubt, pursuant to the Plan and specifically Section 9.4 and 9.5, and subject to the provisions of**

Section 10 of the Trust Distribution Plan, each Class 4 Claimant retains the right to assert and litigate through any form of legal proceeding any Claims they may have against the Diocese, the Reorganized Debtor, or any Participating Party solely for the purpose of asserting those Claims to recover on Insurance Coverage under any Non-Settling Insurer Policy, or any Insurance Claims or Insurance Recoveries.

Effect Under Non-Settling Insurer Policies

The Debtor's and Participating Party's contributions are being made in respect of the uninsured or underinsured exposure of the Debtor and the Participating Parties for Abuse Claims and, to the extent required under applicable law, to satisfy self-insured retentions or deductibles under Non-Settling Insurer Policies.

D&O Coverage

The Catholic Mutual Certificates include coverage for the defense and indemnification of the Diocese's officers, employees and directors subject to the terms, conditions, exclusions and limits contained therein ("D&O Coverage") during the Bankruptcy Case and, except for the Sold Certificates, will continue provide D&O Coverage as part of the Preserved Coverage of the Reorganized Debtor after the Effective Date notwithstanding the provisions of the Plan.

D. Settled Insurers and Participating Parties

Settlement Agreements

Each Settlement Agreement shall comply and be consistent with the provisions of the Plan and, in particular, without limitation, the provisions of Section X of the Plan. Upon satisfaction of the conditions precedent to any Settlement Agreement becoming effective, including the Confirmation Order and the order approving the Settlement Agreement becoming a Non-Appealable Order (only if such Settlement Agreement contemplates or the Bankruptcy Court requires a separate order), any Settlement Agreement will be fully binding on the Settled Insurer Parties, the Trust, the Unknown Abuse Claims Trust, the Participating Parties, the Reorganized Debtor, the Committee, the Abuse Claimants, and parties in interest, and any of the foregoing Persons' successors.

Settlement Payments

Each Participating Party and Settled Insurer will pay to the Trust the sums set forth in each applicable Settlement Agreement on the terms and subject to the conditions set forth in such Settlement Agreement including within the time set forth in such Settlement Agreement. In the event that a payment by a Participating Party or a Settled Insurer is made prior to the Effective Date, it shall be paid to the Trustee, for the benefit of the Trust, in accordance with the Confirmation Order and the Trust Agreement.

Post-Effective Date Approval

After the Effective Date, upon consent of the Trustee, a Person may become a Settled Insurer or a Participating Party if the Bankruptcy Court, after notice and hearing, approves the Settlement Agreement between, *inter alia*, the Person and the Trustee. After the Effective Date, the Trustee shall have the exclusive authority to seek approval of such a Settlement Agreement. Such approval shall be subject to the same standards of law applicable to the approval of a compromise or settlement pursuant to Fed. R. Bankr. P. 9019(a). Upon the Bankruptcy Court's entry of a Non-Appealable Order approving such Settlement Agreement, the definition of Participating Parties and/or Settled Insurers in the Plan, and the list of Participating Parties and/or Settled Insurers set forth in Exhibit E and/or Exhibit F to the Plan, as appropriate, shall be amended by the Trustee to include such Person. The Bankruptcy Court's retained jurisdiction to approve an agreement under Plan Section X shall include jurisdiction to determine the adequacy of notice of a motion to approve such an agreement.

Effect of Post-Effective Date Settlement Agreements

Any Person that enters into a Settlement Agreement with the Trustee after the Effective Date which has been approved by a Non-Appealable Order shall have all of the rights, remedies and duties of a Participating Party or a Settled Insurer under the Plan notwithstanding that such Person originally may have been a Non-Settling Insurer or may not have been a Participating Party under any provision of the Plan on the Effective Date. Such rights, remedies and duties shall include the terms and conditions of the Plan including the Channeling Injunction and the Supplemental Settled Insurer Injunction provided for in Section XIII of the Plan.

Debtor and Trustee Waiver and Release of Estate's Claims and Causes of Action against Participating Parties and Settled Insurers

In consideration of the contributions and other consideration to be provided by each Participating Party and Settled Insurer Party, and conditioned upon the occurrence of and effective upon the Effective Date, the Debtor and Trust, as applicable, irrevocably and unconditionally, without limitation, hereby waive, release, acquit, and forever discharge such Participating Party and Settled Insurer Party of and from any and all Claims and Causes of Action of the Estate against any Participating Party or Settled Insurer, or the property thereof; provided, however, that notwithstanding the foregoing, the foregoing release is subject to all exclusions and limitations set forth in the Plan applicable to releases provided in or pursuant to the Plan, and does not waive, release, acquit or forever discharge the Participating Parties' and Settled Insurer Parties' rights and obligations provided in or pursuant to the Plan.

Additional Documentation; Non-Material Modifications

From and after the Effective Date, the Trustee, the Unknown Abuse Claims Trustee, the

Reorganized Debtor, and the Participating Parties are authorized to enter into, execute, adopt, deliver and/or implement all contracts, leases, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements in the Plan without further Order of the Bankruptcy Court. Also, the Trustee, the Reorganized Debtor, and the Participating Parties may make technical and/or immaterial alterations, amendments, modifications or supplements to the terms of any settlement in the Plan, without Bankruptcy Court approval, provided that the amendment or modification does not materially and adversely change the treatment of any Holder of a Class 4 Claim without the prior written agreement of such Holder. A Class of Claims that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or supplemented under Plan Section X, if the proposed alteration, amendment, modification or supplement does not materially and adversely change the treatment of the Claims within such class. An Order of the Bankruptcy Court approving any amendment or modification made under Plan Section X shall constitute an Order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

Mercy Settlement Agreement

The Mercy Settlement Agreement shall be effective and binding on all parties in interest in this Bankruptcy Case and any of their respective successors and assigns, upon entry of the Confirmation Order and the satisfaction of all conditions set forth in the Mercy Settlement Agreement. The rights of the parties under the Mercy Settlement Agreement shall be determined exclusively under the Mercy Settlement Agreement, those provisions of the Confirmation Order approving such Mercy Settlement Agreement and the Plan. The Mercy Settlement Agreement is incorporated into the Plan by reference and shall survive the confirmation, effectiveness, and consummation of the Plan.

St. Bernard Settlement Agreement

The St. Bernard Settlement Agreement shall be effective and binding on all parties in interest in this Bankruptcy Case and any of their respective successors and assigns, upon entry of the Confirmation Order and the satisfaction of all conditions set forth in the St. Bernard Settlement Agreement. The rights of the parties under the St. Bernard Settlement Agreement shall be determined exclusively under the St. Bernard Settlement Agreement, those provisions of the Confirmation Order approving such St. Bernard Settlement Agreement and the Plan. The St. Bernard Settlement Agreement is incorporated into the Plan by reference and shall survive the confirmation, effectiveness, and consummation of the Plan.

Xavier Settlement Agreement

The Xavier Settlement Agreement shall be effective and binding on all parties in interest in this Bankruptcy Case and any of their respective successors and assigns, upon entry of the Confirmation Order and the satisfaction of all conditions set forth in the Xavier Settlement Agreement. The rights of the parties under the Xavier Settlement Agreement shall be determined

exclusively under the Xavier Settlement Agreement, those provisions of the Confirmation Order approving such Xavier Settlement Agreement and the Plan. The Xavier Settlement Agreement is incorporated into the Plan by reference and shall survive the confirmation, effectiveness, and consummation of the Plan.

Mount St. John Settlement Agreement

The Mount St. John Settlement Agreement shall be effective and binding on all parties in interest in this Bankruptcy Case and any of their respective successors and assigns, upon entry of the Confirmation Order and the satisfaction of all conditions set forth in the Mount St. John Settlement Agreement. The rights of the parties under the Mount St. John Settlement Agreement shall be determined exclusively under the Mount St. John Settlement Agreement, those provisions of the Confirmation Order approving such Mount St. John Settlement Agreement and the Plan. The Mount St. John Settlement Agreement is incorporated into the Plan by reference and shall survive the confirmation, effectiveness, and consummation of the Plan.

Catholic Mutual Settlement

The Catholic Mutual Settlement Agreement, and all releases, amendments, and indemnifications contained therein shall be effective and binding on all parties in interest in this Bankruptcy Case including the Trust, the Diocese Parties, the Catholic Entity Parties, Xavier, Oceania, the Claimants and Catholic Mutual, and any of their respective successors and assigns, upon entry of an Approval Order with respect to the Catholic Mutual Settlement Agreement, and the satisfaction of all conditions set forth in the Catholic Mutual Settlement Agreement. The rights of the parties under the Catholic Mutual Settlement Agreement shall be determined exclusively under the Catholic Mutual Settlement Agreement, those provisions of the Approval Order approving such Catholic Mutual Settlement Agreement, the Plan and the Confirmation Order. The Catholic Mutual Settlement Agreement is incorporated into the Plan by reference and shall survive the confirmation, effectiveness, and consummation of the Plan.

Sale of Sold Certificates, Free and Clear of Liens, Claims and Interests

Pursuant to and solely to the extent provided in the Approval Order authorizing and approving the Catholic Mutual Settlement Agreement and the Confirmation Order, effective on the date set forth in the Catholic Mutual Settlement Agreement, each and every Sold Certificate shall be sold to Catholic Mutual, pursuant to section 105, 363, and 1123 of the Bankruptcy Code, free and clear of all Liens, Claims and interests of all Persons, including, without limitation, the Diocese Parties, the Catholic Entity Parties, Xavier and Oceania, and Catholic Mutual shall be a good faith purchaser thereof entitled to all of the benefits of section 363(m) of the Bankruptcy Code.

Full Payment by Catholic Mutual for Settlement

Catholic Mutual shall pay the Catholic Mutual Contribution to the Trustee, for the benefit of the Trust, subject to the terms and conditions of the Catholic Mutual Settlement Agreement, the Plan and the Confirmation Order. The Trustee shall hold the Catholic Mutual Contribution and return such contribution to Catholic Mutual in the event of termination as provided in Section 5.1 of the Catholic Mutual Settlement Agreement. In the absence of such termination, the Catholic Mutual Contribution is the total amount the Catholic Mutual Parties are and shall ever be obligated to pay on account of any and all Channeled Claims or on account of any Claims or interests relating to the Sold Certificates. The consideration to be provided by the Catholic Mutual Parties pursuant to the Plan (including the Catholic Mutual Contribution) constitutes a fair and reasonable exchange for (i) the consideration granted by the Estate to the Catholic Mutual Parties in the Plan, the Sold Certificates and the Catholic Mutual Settlement Agreement (including the releases, Channeling Injunction and the Supplemental Settled Insurer Injunction), and (ii) the consideration to be provided by the Diocese Parties and the Catholic Entity Parties to the Catholic Mutual Parties pursuant to the Plan (including the releases and injunctions therein). The Catholic Mutual Parties are not acting as volunteers in paying the Catholic Mutual Contribution, which is in settlement of liability under the Catholic Mutual Certificates and the Catholic Mutual Parties' liability thereunder (other than the Preserved Coverage).

Continuation of Preserved Coverage, as Amended

The Preserved Coverage under the Catholic Mutual Certificates and any other Insurance Policies issued by any other Person ("Other Insurance Policy"), shall either be deemed assumed by the Reorganized Debtor pursuant to section 365, 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code, to the extent such Other Insurance Policy or certificate is or was an Executory Contract of the Diocese, or continued in accordance with its terms pursuant to section 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Other Insurance Policy or certificate is not an Executory Contract of the Diocese, such that each of the parties' contractual, legal, and equitable rights under each such Other Insurance Policy shall continue. To the extent that any or all such Other Insurance Policies and certificates are considered to be Executory Contracts, then the Plan shall constitute a motion to assume such Other Insurance Policies in connection with the Plan. Subject to the occurrence of the Effective Date, the Confirmation Order shall approve such assumption pursuant to section 365(a), 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interest of the Diocese, the Estate, and all parties in interest in this Chapter 11 Case. For the avoidance of doubt, the Plan and Catholic Mutual Settlement Agreement do not affect the Preserved Coverage under the Catholic Mutual Certificates under which Catholic Mutual has provided coverage to the Diocese and the Catholic Entities during the Bankruptcy Case, as amended by the Plan and Catholic Mutual Settlement Agreement. Unless otherwise determined by the Bankruptcy Court pursuant to an order which becomes a Non-Appealable Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Diocese existing as of the Effective Date with respect to any Other Insurance Policy or certificate.

Catholic Mutual Consent to Amendments

The Confirmation Order and any subsequent modifications or amendments to the Plan shall be in all respects acceptable to Catholic Mutual and shall not deprive the Catholic Mutual Parties of any right or benefit under the Plan or Catholic Mutual Settlement Agreement or otherwise adversely affect the rights and interests of the Catholic Mutual Parties pursuant to the Plan; provided, however, that nothing herein shall preclude the filing of a competing or alternative plan by the Debtor or other parties in interest which might be adverse to Catholic Mutual.

Further Assurances; Non-Material Modifications

From and after the Effective Date, the Reorganized Debtor, Catholic Mutual, the Participating Parties and the Trustee shall be authorized to enter into, execute, adopt, deliver, or implement all notes, contracts, security agreements, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements contained in Section X of the Plan without further order of the Bankruptcy Court. The Reorganized Debtor, Catholic Mutual and the Trustee may make technical or immaterial alterations, amendments, modifications, waivers, or supplements to the terms of the Catholic Mutual Settlement Agreement and/or the Plan, subject to the requirements of such agreement. A class of Claims that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or supplemented under Section 10.12 of the Plan, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such class. An order of the Bankruptcy Court approving any amendment or modification made pursuant to Section 10.12 of the Plan shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

Indemnification Obligations of Trust and Reorganized Debtor

From and after the Effective Date, the Trust shall defend, indemnify, and hold harmless the Catholic Mutual Parties with respect to any and all Abuse Claims, Medicare Claims, and Related Insurance Claims (other than any of such Claims arising from Unknown Abuse Claims), including: all Abuse Claims and Related Insurance Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any Catholic Mutual Certificates; (ii) any Person who has made, will make, or can make an Abuse Claim (other than an Unknown Abuse Claim) or Related Insurance Claim; and (iii) any Person who has actually or allegedly acquired or been assigned the right to make a Claim (other than an Unknown Abuse Claim) under any Catholic Mutual Certificates; provided, however, that the Catholic Mutual Parties shall not seek to recover from an Abuse Claimant or any transferee of an Abuse Claimant any property distributed or to be distributed after the Effective Date by the Trust in accordance with the confirmed Plan and neither the Trust nor the Reorganized Debtor shall have any liability from a breach of this proviso. The Reorganized Debtor shall defend, indemnify, and hold harmless the Catholic Mutual Parties with respect to any and all Abuse Claims and Related Insurance

Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any Catholic Mutual Certificates; (ii) any Person who has made, will make, or can make an Abuse Claim or Related Insurance Claim; and (iii) any Person who has actually or allegedly acquired or been assigned the right to make a Claim under any Catholic Mutual Certificates subject to the limitations set forth in any other settlement agreement with an Insurer that has been approved by the Bankruptcy Court. The Catholic Mutual Parties shall have the right to defend any Claims identified in this section and shall do so in good faith.

The indemnification obligations of the Trust and the Reorganized Debtor include Abuse Claims made by Persons over whom the Diocese or Parishes do not have control, including any other Person who asserts Abuse Claims (for the Trust, other than Unknown Abuse Claims) against or right to coverage under the Catholic Mutual Certificates. The Catholic Mutual Parties may, but are not obligated to undertake the defense of any Claim on receipt of such Claim and their choice to defend or not shall not affect the indemnification obligations of the Trust and Reorganized Debtor. The Catholic Mutual Parties shall notify the Trust or the Reorganized Debtor, as applicable, as soon as practicable (but, in no case, later than thirty (30) days after receipt) of any Claims identified in Section X of the Plan and of their choice of counsel. The Trust or Reorganized Debtor, as applicable, is not obligated to indemnify the Catholic Mutual Parties for Claims that are or may be made against the Catholic Mutual Parties by other insurers. The obligation of the Trust or Reorganized Debtor, as applicable, to indemnify the Catholic Mutual Parties under Section 10.17 of the Plan shall not exceed in the aggregate dollar amount the amount of the Catholic Mutual Contribution set forth in the Plan, which shall be deemed to be distributed to Abuse Claimants pro rata with other contributions to the Trust. Subject to the limitations above concerning the maximum amounts the indemnifying party must pay, the Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by the Catholic Mutual Parties in defending such Claims (other than Unknown Abuse Claims), and the Reorganized Debtor shall reimburse all reasonable and necessary attorney's fees, expenses, costs and amounts incurred by the Catholic Mutual Parties in defending Unknown Abuse Claims. In defense of any such Claims, the Catholic Mutual Parties may settle or otherwise resolve a Claim consistent with the terms of the Plan and with the prior consent of the indemnifying party, which consent shall not be unreasonably withheld.

The indemnification obligations of the Trust set forth in Section 10.17 of the Plan may give rise to a liability on the part of the Trust but shall not create any right on the part of Catholic Mutual to "claw back" or otherwise recover any specifically identifiable proceeds of the contribution paid to the Trust by Catholic Mutual, or any interest therein.

Any dispute with respect to the indemnification obligations set forth in Section 10.17 of the Plan, including any attorneys' fees, expenses, costs, or other amounts allegedly incurred by the Catholic Mutual Parties and subject to reimbursement by the Trust or the Reorganized Debtor, shall be adjudicated and finally determined by the Bankruptcy Court.

Waivers and Releases by Diocese Parties and Catholic Entity Parties

- ☐ Subject to the occurrence of the Effective Date, in consideration of the releases and Channeling Injunction, the Supplemental Settled Insurer Injunction, and other covenants set forth in the Plan, each of the Diocese Parties and the Catholic Entity Parties irrevocably and unconditionally, without limitation, releases, acquit, forever discharge, and waive any Claims and/or interests they have or might have now or in the future have against the Participating Parties and the Reorganized Debtor with respect to any and all Related Insurance Claims, any contribution, subrogation, indemnification, or other similar Claim arising from or relating to Abuse Claims, and any Catholic Mutual Certificates.
- ☐ Subject to the occurrence of the Effective Date, in consideration of the releases and Channeling Injunction and other covenants set forth in the Plan, each of the Catholic Entities irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Claims and/or interests they have or might have now or in the future against the other Participating Parties and the Reorganized Debtor with respect to any and all Related Insurance Claims, any contribution and indemnity Claims arising from or relating to Abuse Claims, and any Catholic Mutual Certificates; and
- ☐ Nothing in the Plan shall be construed to bar either (a) a Claim based on Abuse against a Person who is not a Participating Party or (b) a Claim by such Person for Insurance Coverage in connection with a Claim described in the foregoing subsection (a) under an insurance policy other than the Settled Insurer Policies including the Catholic Mutual Certificates.

Rights under Catholic Mutual Settlement Agreement

The rights of the parties under the Catholic Mutual Settlement Agreement shall be determined exclusively under the Catholic Mutual Settlement Agreement and those provisions of the Approval Order approving such Catholic Mutual Settlement Agreement, the Plan and the Confirmation Order.

E. Means of Implementation of the Plan

Funding of Plan

On the Effective Date, the Debtor shall make all payments and effectuate all transfers required to be performed on the Effective Date pursuant to the Plan, including by transferring any Trust Assets due on the Effective Date to the Trust on the Effective Date.

Transfer of Real Estate and Reversionary Interests

On and after the Effective Date, the Debtor shall take all steps necessary to effectuate transfer of ownership to the Trust of all Transferred Real Estate. On and after the Effective Date, the Diocese shall also take all steps necessary to effectuate transfer of all reversionary interests in the Transferred Real Estate if any portion of the properties are leased, sold, or subject to an option for lease or sale on or before the Trust Termination Date (as that term is defined in the Trust Documents).

Preservation of Causes of Action

The Trustee, on behalf of the Trust, shall retain the Trust's Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal, including, without limitation, the Bankruptcy Court. The Trustee, on behalf of the Trust, shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any such Causes of Action, subject to the requirements of the Bankruptcy Code.

Reorganized Debtor's Officers, Directors and Senior Management

In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the persons proposed to serve as the officers, directors and senior management of the Reorganized Debtor on and after the Effective Date are set forth on Exhibit H to the Plan. Pursuant to section 1129(a)(5)(B) of the Bankruptcy Code, Exhibit H further discloses the nature of compensation to be paid by the Reorganized Debtor to each of the Reorganized Debtor's insiders (the Bishop and the named officers).

Closing

Closing will be conducted at the offices of Robinson & Cole LLP, or at such other location designated by the Diocese, including remotely, as soon as reasonably practicable following the Effective Date for the Diocese and the Participating Parties to execute and deliver the Plan Documents and completing those actions necessary for the Reorganized Debtor and the Participating Parties to establish and fund the Trust and make other Distributions required to be made upon, or promptly following, the Effective Date. As soon as practicable after conditions in Section 12.1 of the Plan have been satisfied or waived under Section 12.2 of the Plan, the Diocese shall file notice of the Closing and the occurrence of the Effective Date.

Obligations of the Reorganized Debtor and the Implicated Participating Parties

The Reorganized Debtor and any implicated Participating Parties will:

- (a) In the exercise of their respective business judgment, review all Claims filed against the Estate and, if advisable, object to such Claims;
- (b) The Reorganized Debtor and any implicated Participating Parties shall timely provide the Abuse Claims Reviewer or Trustee, as applicable, with information regarding Abuse Claims as may be requested by the Trustee or Abuse Claims Reviewer;
- (c) Fulfill the Diocese's obligations under the Insurance Policies issued by the Non-Settling Insurers and under applicable non-bankruptcy law;
- (d) Honor the Diocese's obligations arising under any Settlement Agreement approved by the Bankruptcy Court; and,
- (e) Perform all of their obligations under the Plan and Plan Documents, in each case, as and when the same become due.

Objections to Claims

Objections to a Claim as to which no objection is pending as of the Effective Date, must be filed by the Claims Objection Deadline, provided that the Reorganized Debtor may request extensions of the Claims Objection Deadline, or of any Bankruptcy Court approved extensions thereof, by filing a motion with the Bankruptcy Court. A motion seeking to extend the deadline to object to any Claim is not an amendment to the Plan. The Diocese, Reorganized Debtor, any Participating Party and any Settled Insurer may object to Class 4 Claim or a Class 5 Claim on any ground, including that it is a Barred Abuse Claim or a Late-Filed Abuse Claim. The process and deadlines for any objections to Abuse Claims (other than Post-Petition Abuse Claims) are as set forth in the Plan, in the Trust Distribution Plan or the Unknown Abuse Claims Trust Distribution Plan.

Reservation of Rights to Object to Claims Other Than Abuse Claims

Unless a Claim is expressly described as an Allowed Claim under the Plan, or otherwise becomes an Allowed Claim before the Effective Date, upon the Effective Date, the Reorganized Debtor shall be deemed to have a reservation of any rights, interests and objections of the Debtor to any Claims and motions or requests for the payment of or because of Claims, whether administrative expense, priority, secured or unsecured (other than Allowed Claims), whether under the Bankruptcy Code, other applicable law or contract. Subject to the Claims Objection Deadline, the Debtor's failure to object to any Claim in the Case shall be without prejudice to the Reorganized Debtor's rights to contest or otherwise defend against such Claim in the Bankruptcy Court in this Section when and if such Claim is sought to be enforced by the Holder of such Claim.

Service of Objections

An objection to a Claim shall be deemed properly served on the Holder of such Claim if the objector effects service by any of the following methods: (i) under Rule 4 of the Federal Rules

of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (ii) to the extent counsel for such Holder is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto; or (iii) by first class mail, postage prepaid, on any counsel that has appeared on the behalf of such Holder in the Case.

Determination of Claims

From and after the Effective Date, any Claim as to which a Proof of Claim or motion or request for payment was timely filed in the Chapter 11 Case or deemed timely filed by Order of the Bankruptcy Court, may be determined and (so long as such determination has not been stayed, reversed or amended and as to which determination (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending) liquidated under (i) an Order of the Bankruptcy Court, (ii) applicable bankruptcy law, (iii) agreement of the parties with no Bankruptcy Court approval, (iv) applicable non-bankruptcy law or (v) the lack of (a) an objection to such Claim, (b) an application to equitably subordinate such Claim and (c) an application to otherwise limit recovery regarding such Claim, filed by the Diocese or any other party in interest on or before any applicable deadline for Filing such objection or application regarding such Claim. Any such Claim so determined and liquidated shall be deemed to be an Allowed Claim for such liquidated amount and shall be satisfied under the Plan. Nothing in this Section shall be or be deemed a waiver of any Claims, rights, interests or Causes of Action that the Diocese may have against any Person in connection with or arising out of any Claim or Claims, including any rights under 28 U.S.C. § 157. Notwithstanding the foregoing, no party in interest other than the Trustee or Unknown Abuse Claim Trustee, as applicable, may object to an Abuse Claim.

No Distributions Pending Allowance

No payments or Distributions will be made regarding all or any part of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Non-Appealable Order, and the Disputed Claim has become an Allowed Claim; provided, however, that if only a portion of such Claim is an Allowed Claim, the Reorganized Debtor may, in their discretion, make a Distribution because of the part of such Claim that is an Allowed Claim.

Claim Estimation

To effectuate Distributions under the Plan and avoid undue delay in the administration of the Case, the Diocese, after notice and a hearing (which notice may be limited to the Holder of such Disputed Claim), shall have the right to seek an Order of the Bankruptcy Court or the District Court under section 502(c) of the Bankruptcy Code, estimating or limiting, because of a Disputed Claim, the amount of (i) property that must be withheld from or reserved for distribution purposes because of such Disputed Claim(s), (ii) such Claim for allowance or disallowance purposes, or (iii)

such Claim for any other purpose allowed under the Bankruptcy Code; provided, however, that the Bankruptcy Court or the District Court, as applicable, shall determine (i) whether such Claims are subject to estimation under section 502(c) of the Bankruptcy Code and (ii) the timing and procedures for such estimation proceedings, if any, such matters being beyond the scope of the Plan. Notwithstanding the foregoing, no party in interest except the Trustee may seek to estimate a Class 4 or Class 5 Claim and no party in interest except the Unknown Abuse Claim Trustee may seek to estimate an Unknown Abuse Claim.

Post-Confirmation Reports

After the Effective Date and until the Bankruptcy Case is closed, the Reorganized Debtor, Trustee and Unknown Abuse Claims Trustee shall timely file the Post-Confirmation Reports as required by United States Trustee Program's rule entitled Uniform Periodic Reports in Cases Filed Under Chapter 11 of Title 11, published at 28 C.F.R. section 58.8.

Closing of the Case

As soon as practicable after the Effective Date, when the Diocese deems appropriate, the Diocese will seek authority from the Bankruptcy Court to close the Chapter 11 case under the Bankruptcy Code and the Bankruptcy Rules; provided, however, that entry of a final decree closing the Chapter 11 Case shall, whether or not specified therein, be without prejudice to the right of the Diocese, the Trustee, Unknown Abuse Claim Trustee, or any other party in interest to reopen the Chapter 11 case for any matter over which the Bankruptcy Court or the U.S. District Court for the District of Connecticut has retained jurisdiction under the Plan. Any order closing this Chapter 11 Case will provide that the Bankruptcy Court or the U.S. District Court for the District of Connecticut, as appropriate, will retain (a) jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other orders entered in this Chapter 11 Case, and the obligations created by the Plan and the Plan Documents; and (b) all other jurisdiction and authority granted to it under the Plan and the Plan Documents.

VII. CONDITIONS PRECEDENT

A. Conditions to Effectiveness

The Effective Date shall occur when each of the following conditions have been satisfied or, as to those certain specific conditions only, waived under Section 12.2 of the Plan:

- (a) Approval Orders, if any, authorizing and approving all Settlement Agreements involving the Participating Parties and Settled Insurers (for agreements executed before the Confirmation Date) and any appropriate judgments consistent therewith, shall have been entered by a court of competent jurisdiction in form and substance reasonably acceptable to each party and such orders shall have become Non-Appealable Orders, and no stay of such Orders shall be in effect;

- (b) The Confirmation Order shall have been entered by a court of competent jurisdiction in form and substance reasonably acceptable to the Debtor and no stay of such Confirmation Order shall be in effect;
- (c) The Trustee and Debtor shall have signed the Trust Agreement;
- (d) The Unknown Abuse Claims Trustee and Debtor have signed the Unknown Abuse Claims Trust Agreement; and
- (e) The Debtor, and any Participating Parties and/or Settled Insurers have each delivered to the Trustee, for the benefit of the Trust, all of the Cash Contributions described in Section 7.1(a)3, in good and immediately available funds.

Waiver of Conditions

The condition in Section 12.1(a) and (b) requiring Non-Appealable Orders may be waived by the mutual written consent of the Debtor, Catholic Mutual, the Association of Parishes, Xavier, Mercy, St. Bernard, Oceania and the ACA.

Notice of Occurrence of Effective Date.

Within three (3) Business Days after the occurrence of the Effective Date, the Diocese shall file with the Bankruptcy Court a notice thereof.

Non-Occurrence of Effective Date

In the absence of an order of the Bankruptcy Court providing otherwise, if the Effective Date does not occur within ninety (90) calendar days of entry of the entry of the Confirmation Order, within three (3) Business Days after the expiration of said ninety (90) calendar day period, the Debtor shall file a notice of termination with the Bankruptcy Court.

Termination Following Non-Occurrence of Effective Date.

In the absence of an order of the Bankruptcy Court providing otherwise, upon the filing of a notice of termination with the Bankruptcy Court by the Diocese as required by Section 12.4 of the Plan, the Plan shall become null and void and all contributions theretofore received by the Trustee shall be returned to their contributor, with accrued interest.

VIII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Assumed Employee and Retiree Benefit Plans

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

General; Assumed if Not Rejected

Subject to the requirements of section 365 of the Bankruptcy Code, all Executory Contracts of the Debtor not rejected by order of the Bankruptcy Court or are not the subject of a motion to reject pending on the Confirmation Date will be deemed assumed by the Reorganized Debtor on the Effective Date. If any party to Executory Contract that is being assumed objects to such assumption, the Bankruptcy Court may conduct a hearing on such objection on any date that is either mutually agreeable to the parties or fixed by the Bankruptcy Court. All payments to cure defaults that may be required under section 365(b)(1) of the Bankruptcy Code will be made by the Reorganized Debtor. In the event of a dispute regarding the amount of any such payments, or the ability of the Debtor to provide adequate assurance of future performance, the Reorganized Debtor will make any payments required by section 365(b)(1) of the Bankruptcy Code after the entry of the Non-Appealable Order resolving such dispute.

Claims for Contract Rejection

All proofs of claim regarding Claims arising from the rejection of Executory Contracts must be filed with the Bankruptcy Court within thirty (30) calendar days after the Effective Date or such Claims will be forever barred as against the Reorganized Debtor. If any order providing for the rejection of an Executory Contract did not provide a deadline for filing Claims arising from such rejection, proofs of Claim with respect thereto must be filed within thirty (30) calendar days after the later to occur of (a) the Effective Date or, (b) if the order is entered after the Effective Date, the date such order becomes a Non-Appealable Order, or such Claims will be forever barred as against the Reorganized Debtor.

IX. MISCELLANEOUS PROVISIONS

A. Retention of Jurisdiction

Except as otherwise stated in the Plan or in the Confirmation Order, the Bankruptcy Court will retain jurisdiction over all matters arising under, to further, or in connection with the Plan, including the following:

1. The determination of and objections to Disputed Claims, Post-Petition Abuse Claims, Barred Abuse Claims, and Late-Filed Abuse Claims; the determination of requests for payment of Claims entitled to priority under § 507 of the Bankruptcy Code, including compensation of and reimbursement of expenses of parties entitled thereto;
2. Allowance or Disallowance of Administrative Claims including Professional Fees and Post-Petition Abuse Claims (following entry of a final, Non-Appealable Order or judgment of a court of competent jurisdiction as to such Post-Petition Abuse Claim), and post-Confirmation Date fees provided for in the Plan;
3. The resolution of controversies and disputes regarding interpretation and implementation of the Plan and the Plan Documents;

4. The compelling of the Diocese and/or a Participating Party to cooperate with the Trust as required under the Plan;
5. The granting of relief in aid of the Plan and the Plan Documents including the entry of appropriate orders (which may include removal of actions in non-Bankruptcy Court forums to the Bankruptcy Court, contempt or other sanctions) to protect the Reorganized Debtor, the Participating Parties, and the Settled Insurer Parties from actions prohibited under the Plan or the Plan Documents;
6. Amendments to and modifications of the Plan;
7. Subject to the limitations and exclusions described above, the determination of any and all applications, adversary proceedings, and contested or litigated matters pending on the Effective Date;
8. The approval of a Settlement Agreement whereby a Person, including a Non-Settling Insurer, may become a Participating Party or Settled Insurer and whereby the Bankruptcy Court may appoint a future claims representative and provide for treatment of future claims;
9. The enforcement all injunctions provided for in the Plan; and
10. The closing of this Case.

B. Miscellaneous Provisions

Modification of Plan

The Plan Proponents reserve the right, under the Bankruptcy Code, to amend, modify or withdraw the Plan prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Plan Proponents may upon order, amend or modify the Plan under section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

Severability

If, before confirmation, the Bankruptcy Court holds that any Plan term or provision is invalid, void, or unenforceable, the Bankruptcy Court may alter or interpret that term or provision so it is valid and enforceable to the maximum extent possible consistent with the original purpose of that term or provision. That term or provision will then be applicable as altered or interpreted, unless such term or provision is inconsistent with the intent of the Diocese, in which case the Plan may be unilaterally withdrawn by the Diocese. Notwithstanding any such holding, alteration, or interpretation, the Plan's remaining terms and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. The Confirmation Order will constitute a judicial determination providing that each Plan term and provision, as it may have been altered or interpreted under this Section, is valid and enforceable under its terms. In the event of a successful collateral attack on any provision of the Plan (i.e., an attack other than through a direct appeal of the Confirmation Order), the remaining provisions of the Plan will remain binding on the Diocese, the Participating Parties, the Settled Insurer Parties, the Non-Settling Insurers, the Trustee, the Unknown Abuse Claims Trustee, the Committee, all Claimants, all Creditors, and all other parties in interest.

Notices

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

If to the Debtor or Reorganized Debtor:

Rev. Peter J. Langevin, S.T.B., Ph.L.
Chancellor
Diocese of Norwich
The Chancery
201 Broadway
Norwich, CT 06360
(860) 887-9294 x235

With a copy to:

Ice Miller LLP
1500 Broadway, Suite 2900
Attn: Louis T. DeLucia
Alyson M. Fiedler
Telephone: (212) 835-6312
Email: Louis.DeLucia@icemiller.com
Alyson.Fiedler@icemiller.com

-and-

Robinson & Cole LLP
One State Street
Hartford, CT 06103
Attn: Patrick M. Birney
Annecca H. Smith
Telephone: (860) 275-8275
Email: pbirney@rc.com
asmith@rc.com

If to Catholic Mutual:

Michael Lee
Catholic Mutual Group
Director of Specialty Claims
10843 Old Mill Road
Omaha, NE 68154
mlee@catholicmutual.org

With a copy to

Everett J. Cygal
ArentFox Schiff LLP
233 S. Wacker Drive, Suite 7100
Chicago, IL 60606
everett.cygal@afslaw.com

If to the Trustee:

[_____]

With a copy to:

[_____]

If to the Unknown Abuse Claims Trustee:

[_____]

With a copy to:

[_____]

If to the Office of the United States Trustee:

Holley L. Claiborn
Trial Attorney
Office of the United States Trustee
Gaiamo Federal Building
150 Court Street, Room 302
New Haven, CT 06510
Telephone: (203) 773.5504
Email: Holley.L.Claiborn@usdoj.gov

Notices to Claimants

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

Post-Confirmation Court Approval

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

Election under section 1129(b) of the Bankruptcy Code

The Diocese requests confirmation of the Plan under section 1129(b) of the Bankruptcy Code if the requirements of all provisions of section 1129(a) of the Bankruptcy Code, except subsection (a)(8) thereof, are met regarding the Plan. In determining whether the requirements of section 1129(a)(8) of the Bankruptcy Code have been met, any Class that does not have as an element of it an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018 as of the date fixed by the Bankruptcy Court for filing acceptances or rejections of the Plan shall be deemed deleted from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class.

Consummation of the Plan

The Diocese reserves the right to request that the Confirmation Order include a finding by the Bankruptcy Court that Bankruptcy Rule 3020(e) shall not apply to the Confirmation Order.

Exemption from Transfer Taxes

Under section 1146(a) of the Bankruptcy Code, after due notice to the relevant taxing authorities (state and local), Trustee's, Debtor's or Reorganized Debtor's delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, whether occurring before or after the Confirmation Date, including any deeds, bills of sale or assignments executed with any sale or disposition of assets contemplated by the Plan (*i.e.*, the Properties), shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax or other similar tax.

Setoffs, Recoupments, and Defenses

Except for the Sections of the Plan regarding the Abuse Claims, nothing in the Plan shall constitute a waiver or release by the Debtor, Reorganized Debtor, Participating Parties, the Trustee, or the Unknown Abuse Claims Trustee of any rights of setoff or recoupment, or of any defense, they may have regarding any Claim (including rights under section 502(d) of the Bankruptcy Code), or a waiver or release by any Claimant of any rights of setoff or recoupment, or any defense, they may have regarding any Cause of Action against such Claimant provided such Claimant timely filed a Proof of Claim asserting such right of setoff or recoupment. Except as otherwise provided in the Plan or in the Confirmation Order or in agreements previously approved by a Non-Appealable Order, the Debtor, Reorganized Debtor, Participating Parties, the Trustee, or the Unknown Abuse Claims Trustee may, but will not be required to, set off against any Claim or any Distributions regarding such Claim, any of the Claims, rights and Causes of Action of any nature that the Debtor, the Reorganized Debtor, Participating Parties, the Trustee, or the Unknown Abuse Claims Trustee, as applicable, may hold against the Holder of such Claim; provided, however, that neither the failure to effect such a setoff, the allowance of any Claim hereunder, the payment of any Distribution hereunder or any other action or omission of the Debtor, Reorganized Debtor,

Participating Parties, the Trustee, or the Unknown Abuse Claims Trustee, nor any provision of the Plan, shall constitute a waiver or release by the Debtor, the Reorganized Debtor, Participating Parties, the Trustee, or the Unknown Abuse Claims Trustee, as applicable, of any such Claims, rights and Causes of Action that the Debtor, the Reorganized Debtor, Participating Parties, the Trustee, or the Unknown Abuse Claims Trustee, as applicable, may possess against such Holder.

Compromise of Controversies

- (a) **Bankruptcy Court Approval of Settlements.** In consideration for the classification, Distributions and other benefits provided under the Plan, the Plan shall constitute a good faith compromise and settlement of all Claims or controversies resolved under the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each compromise and settlement provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination under the standards of Bankruptcy Rule 9019 that such compromises and settlements are in the best interests of the Debtor and the Estates.
- (b) **Settlement with Participating Parties and Settled Insurer Parties.** Specifically included within the Bankruptcy Court's approval of compromises and settlements of Claims and controversies is the Bankruptcy Court's approval of the agreements with Participating Parties and Settled Insurers. Such agreements also bind the Trust.

Withdrawal or Revocation of the Plan.

The Diocese reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Plan is revoked or withdrawn, or if the Confirmation Date does not occur, the Plan, and any agreements embodied therein, shall have no force and effect and in such event nothing in the Plan shall be deemed to constitute a waiver or release of any Claims by or against the Estate or any other Person or to prejudice in any other manner the rights of the Diocese, whether one or more, or any other Person in further proceedings involving the Diocese and specifically shall not modify or affect the rights of any party under any prior orders of the Bankruptcy Court.

Default

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

Governing Law

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

Reservation of Rights

If the Plan is not confirmed by a Non-Appealable Order, or if the Plan is confirmed and the Effective Date does not occur, the rights of all parties in interest in this Chapter 11 case are and will be reserved in full. Any concessions or settlement reflected, if any, are made for purposes of the Plan only, and if the Plan does not become effective, no party in interest in this Chapter 11 Case shall be bound or deemed prejudiced by any such concession or settlement.

Controlling Documents

To the extent any provision any document filed with the Plan or Disclosure Statement is inconsistent with the Plan or the Confirmation Order, the terms of the Plan and the Confirmation Order shall control, and to the extent any provision of the Confirmation Order is inconsistent with the Plan, the Confirmation Order shall control.

Successors and Assigns

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

Direction to a Party

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

Certain Actions

By reason of entry of the Confirmation Order, prior to, on or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the Debtor under the Plan, including (a) the adoption, execution, delivery, and

implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan, and (b) the adoption, execution, and implementation of other matters provided for under the Plan involving the Debtor or organizational structure of the Debtor, shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), under applicable non-bankruptcy law, with no requirement of further action by the officers of the Debtor.

Dissolution of the Committee

On the Effective Date, the Committee shall dissolve automatically, whereupon its members, Professionals and agents shall be released from any further duties and responsibilities in the Case and under the Bankruptcy Code, except that such parties shall continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), and protective Orders entered during the Case, which shall remain in full force and effect according to their terms, provided that such parties shall have a right to be heard regarding any (i) applications for Professional Claims and (ii) requests for compensation and reimbursement of expenses under section 503(b) of the Bankruptcy Code for making a substantial contribution in the Case.

X. EFFECTS OF PLAN CONFIRMATION AND DISCHARGE

A. Discharge

Notwithstanding any other provisions in the Plan or in the Confirmation Order, on the Effective Date, under § 1141(d) of the Bankruptcy Code, the Diocese will be discharged from all liability for any and all Claims (expressly including all Unknown Abuse Claims) and debts, known or unknown, whether or not giving rise to a right to payment or an equitable remedy, that arose, directly or indirectly, from any action, inaction, event, conduct, circumstance, happening, occurrence, agreement, or obligation of the Debtor before the Confirmation Date, or that otherwise arose before the Confirmation Date, including all interest, if any, on any such Claims and debts, whether such interest accrued before or after the date of commencement of this Case, and including all Claims and debts based upon or arising out of an Abuse Claim or alleged Abuse Claim, and from any liability of the kind specified in §§ 502(g), 502(h), and 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim is filed or is deemed filed under § 501 of the Bankruptcy Code; (b) such Claim is Allowed under the Plan; (c) the Holder of such Claim has accepted the Plan; and/or (d) the Holder of such Claim has exercised the Opt-Out Election and is not, therefore, the holder of a Channeled Claim.

The discharge provided for in Bankruptcy Code § 1141(d), Section 13.1 of the Plan and otherwise in the Plan and the Confirmation Order shall not in any way affect any Abuse Claim against the Debtor solely to the extent necessary for the Trust or an Abuse Claimant to enforce against Non-Settling Insurers or under any Non-Settling Insurer's Insurance Policies and thereby recover upon Insurance Coverage, Insurance Claims, and/or Insurance Recoveries, provided, however, that any such non-discharged Abuse Claim shall be nonrecourse to the Reorganized Debtor and its assets, including the Revested Assets and recourse is limited to the recoveries from

the Trust, the proceeds of the Non-Settling Insurer's Insurance Policies and all other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurers, and any such judgments or awards will be handled under the Plan and the Trust Distribution Plan, if applicable.

As provided in Bankruptcy Code § 524(e), unless otherwise provided in the Plan, the discharge as provided in Section 13.1 shall not apply to and shall not affect the liability of any other Person on, or the property of any other Person for, Abuse Claims including the liability of against a Person having personally committed an act or acts of Abuse resulting in an Abuse Claim against the Debtor or a Participating Party, any other Co-Defendant or Non-Settling Insurer, which liability shall continue unaffected by the terms of the Plan or the discharge granted to the Debtor or the Reorganized Debtor under the Plan and Bankruptcy Code § 1141(d).

Abuse Claimants and the Trust shall be permitted to name the Diocese or any Participating Party in any proceeding to resolve whether the Diocese or any Participating Party has liability for Abuse Claims and the amount of any such liability, solely for the purposes permitted by Section 13.1 of the Plan. The discharge hereunder does not apply to, and shall not limit in any way the obligations of Non-Settling Insurers to defend and pay, the Diocese's or any Participating Party's liability for Abuse Claims under Non-Settling Insurer Insurance Policies.

This discharge provided for in Bankruptcy Code § 1141(d), Section 13.1 of the Plan and otherwise in the Plan and the Confirmation Order shall not apply to and shall not affect the obligations arising under any (i) Settlement Agreement that is approved by the Bankruptcy Court, or (ii) Non-Settling Insurer's Insurance Policies, which are not and will not be discharged.

Revested Assets

Pursuant to section 1141 of the Bankruptcy Code, and except as otherwise provided in the Plan, the Confirmation Order or in subsections 1141(d)(2) and (d)(3) of the Bankruptcy Code, on the Effective Date, all of the Revested Assets shall vest in the Reorganized Debtor free and clear of all Claims and interests of Claimants. On and after the Effective Date, the Reorganized Debtor may operate and manage its affairs and may use, acquire and dispose of property without notice to any Person, and without supervision or approval by the Bankruptcy Court and free of any restrictions imposed by the Bankruptcy Code, Bankruptcy Rules, or the Bankruptcy Court, other than those restrictions imposed by the Plan or the Confirmation Order. For the avoidance of doubt, the exclusive source of recovery from the Debtor or its property on a Class 4 or Class 5 Claim shall be Distributions from the Trust and Unknown Abuse Claims Trust, respectively, that are funded by the Diocese's Contribution, and all Claimants be and shall be permanently enjoined from asserting any Claim against the Debtor, the Reorganized Debtor or their property.

Continued Existence of Reorganized Debtor

The Debtor will, as the Reorganized Debtor, continue to exist after the Effective Date as separate entities under the applicable laws of the State of Connecticut, with all the powers of a not for-profit, non-stock member corporation having tax-exempt status under 26 U.S.C. section

501(c)(3) under applicable law and without prejudice to any right to alter or terminate such existence under applicable state law, except as such rights may be limited and conditioned by the Plan and the documents and instruments executed and delivered in connection therewith.

Exculpation and Limitation of Liability

Except as expressly provided in the Plan, on and after the Effective Date, none of the Exculpated Parties will have or incur any liability to, or be subject to any right of action by, any Holder of a Claim, any other party in interest, or any of their related parties, for any act or omission occurring between the Petition Date and the Effective Date in connection with or relating to this Bankruptcy Case, including the exercise of their respective business judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the Plan, or the negotiation of the Disclosure Statement, the Plan and related settlement agreements. For the avoidance of doubt, (a) this section shall not exculpate any Claim for any act or omission that is determined by a Non-Appealable Order to have constituted actual fraud, willful misconduct, criminal conduct, gross negligence, or professional malpractice of an Exculpated Party or any Causes of Action arising from or related to denials of coverage or coverage defenses raised by Non-Settling Insurers, and (b) the definition of “Exculpated Parties” shall not, directly or indirectly, inure to or for the benefit of (i) a person or persons having personally committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party or a Settled Insurer Party.

Effective Date Injunctions

On the Effective Date, the injunctions provided for in the Plan shall be deemed issued, entered, valid and enforceable according to their terms. The injunctions shall be permanent and irrevocable and may only be modified by the Bankruptcy Court.

Channeling Injunction Preventing Prosecution of Channeled Claims Against Participating Parties and Settled Insurer Parties

Applicability. Section 13.6 of the Plan is only applicable to Channeled Claims against Participating Parties and Settled Insurer Parties and is effective on and after the Effective Date.

In consideration of the undertakings of the Participating Parties and Settled Insurer Parties, pursuant to the Plan and their respective settlements with the Debtor or the Trustee, the funding of the Trust, other consideration, and to further preserve and promote the agreements between and among the Participating Parties, Settled Insurer Parties and the Debtor or the Trustee, and the protections afforded the Participating Parties and Settled Insurer Parties, and pursuant, *inter alia*, to §§ 105, 363, 524, 1123 and 1141 of the Bankruptcy Code and subject to the provisions of the Plan and except as otherwise provided in the Plan:

1. Any and all Channeled Claims (other than Unknown Abuse Claims and their associated Related Insurance Claims) are channeled into the Trust and Unknown

Abuse Claims and their associated Related Insurance Claims are channeled to the Unknown Abuse Claims Trust.

2. All Persons that have held or asserted, hold or assert, or may hold or assert, any Channeled Claim (including all debt Holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Abuse Claimants, other Insurers, and all others holding Claims of any kind or nature whatsoever) are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim, including:

- (i) Commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any Participating Party, any Settled Insurer Party, and any such person's respective predecessors, successors, and assigns, or their respective employees, officers, and directors, or against the property of any Participating Party or Settled Insurer Party;**
- (ii) Enforcing, attaching, collecting or recovering, by any manner or means, from any Participating Party or Settled Insurer Party or from the property of any Participating Party or Settled Insurer Party, with respect to any such Channeled Claim, any judgment, award, decree, or order against any Participating Party or Settled Insurer Party;**
- (iii) Creating, perfecting or enforcing any Lien of any kind against any Participating Party, or Settled Insurer Party or the property of any Participating Party or Settled Insurer Party with respect to any such Channeled Claim (except as provided in the Plan); and**
- (iv) Asserting, implementing or effectuating any Channeled Claim of any kind against: (1) any obligation due any Participating Party or Settled Insurer Party; (2) any Participating Party or Settled Insurer Party; or (3) the property of any Participating Party or Settled Insurer Party with respect to any such Channeled Claim.**

Settlement Agreements

On and after the Effective Date, any injunction contained in a Bankruptcy Court order approving a Settlement Agreement with a Participating Party or Settled Insurer Party is incorporated into the Plan by reference, is deemed fully set forth in the Plan and is in addition to the Channeling Injunction. Any differences between the Channeling Injunction in Section 13.10 of the Plan and the injunction(s) deemed set forth in the Plan by this paragraph are not intended to affect, diminish or impair the injunction(s) incorporated by Section 13.7 of the Plan and contained in such agreement.

Specific Channeling Injunction Exclusions

Notwithstanding any provision of the Plan, the foregoing Channeling Injunction provides absolutely no protection to: (i) a person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party or a Settled Insurer Party; (ii) a Non-Settling Insurer, or (iii) any person or Claims expressly excepted from the exculpation as set forth in Section 13.4 (and identified in subclauses (a) and (b)) of the Plan.

Supplemental Settled Insurer Injunction

On and after the Effective Date, in consideration of the undertakings of the Settled Insurer Parties (including, but not limited to, the undertakings of Catholic Mutual pursuant to the Catholic Mutual Settlement Agreement and specifically including, without limitation, Catholic Mutual's purchase of the Sold Certificates free and clear of all Liens, Claims and interests pursuant to §§ 363(f) and 1123 of the Bankruptcy Code), pursuant to their respective settlements with the Debtor or the Trustee, the funding of the Trust, other consideration, and to further preserve and promote the agreements between and among the Settled Insurer Parties and the Debtor or the Trustee, and the protections afforded the Settled Insurer Parties, and pursuant to §§ 105, 363 and 1123 of the Bankruptcy Code, and except as otherwise provided in the Plan, including, but not limited to Sections 9.4 and 9.5 of the Plan, any and all Persons (including, without limitation, all debt Holders, all equity Holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, abuse claim Holders, other insurers, and all others holding Claims or interests) are permanently enjoined and barred from asserting against a Settled Insurer Party any Claim (other than an Opt-Out Abuse Claim) or interest of any kind or nature whatsoever arising from or relating in any way to (i) any Channeled Claim or (ii) any of the Settled Insurer Policies (including, but not limited to, the Catholic Mutual Certificates) or (iii) any and all other Claims relating to the payment of any of the claims identified in clauses (i) and (ii) which, directly or indirectly, relate to any and all Settled Insurer Policies (including, but not limit to, any and all Catholic Mutual Certificates) or any Abuse Claims that are covered or may be covered under the Settled Insurer Polices (including, but not limited to, the Catholic Mutual Certificates), or (v) any released Catholic Mutual Claims, including from:

- ☐ Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Settled Insurer Party or the property of the Settled Insurer Party;
- ☐ Enforcing attaching, collecting, or recovering, or seeking to do any of the proceeding, by any manner or means, any judgment, award, decree or order against the Settled Insurer Party or the property of the Settled Insurer Party;
- ☐ Creating, perfecting, or enforcing, or seeking to do any of the preceding, any Lien of any kind against the Settled Insurer Party or the property of the Settled Insurer Party;

- ☐ Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Settled Insurer Party or the property of the Settled Insurer Party; and
- ☐ Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

This Supplemental Settled Insurer Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the Supplemental Settled Insurer Injunction shall be in addition to the channeling of the Channeled Claims as provided in Section 13.9 of the Plan and shall inure to the benefit of the Settled Insurer Parties (including the Catholic Mutual Parties). In a successful action to enforce the injunctive provisions of Section 13.9 of the Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just a proper, after notice and a hearing.

This Supplemental Settled Insurer Injunction will be effective with respect to any Settled Insurer Party only as of the date that the Trust or Trust, as applicable, receives the settlement amount required by such Settled Insurer Party's Settlement Agreement and the Plan. Nothing in this Supplemental Settled Insurer Injunction shall limit, or be deemed or otherwise interpreted to limit, the scope of the Discharge or Channeling Injunction in favor of the Participating Parties or limit the Preserved Coverage. The foregoing injunctive provisions are an integral party of the Plan and are essential to its implementation.

Term of Injunctions or Stays and Confirmation of Settlements with Participating Parties and Settled Insurer Parties

All injunctions and/or stays provided for in the Plan, the injunctive provisions of section 524 and 1141 of the Bankruptcy Code, and all injunctions or stays protecting the Participating Parties and the Settled Insurer Parties that has purchased its insurance policy or policies in a section 363(f) and 1123 sale, entered pursuant to a Non-Appealable Order, are permanent and will remain in full force and effect on and after the Effective Date and are not subject to being vacated or modified. Debtor's Settlement Agreements, if any, with the Settled Insurer Parties, and the Participating Parties previously authorized by the Bankruptcy Court prior to the Confirmation Date, if any, are hereby affirmed and any obligations of Debtor with respect to such Settlement Agreements are excepted from the Debtor's discharge and shall be assumed by the Reorganized Debtor and Trustee, as applicable, on the Effective Date.

Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions

Effective immediately upon the Confirmation Date, all Opt-Out Claimants are temporarily enjoined and barred from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce their Opt-Out Abuse Claim against any Participating Party and/or Settled Insurer for the lesser of (a) one (1) year

after the Effective Date or (b) the conclusion of the claims management activities in subsections 1 through 3 below, during which period no Opt-Out Claimant can take any action for the purposes of asserting, enforcing or attempting to assert or enforce the Abuse Claim against any Participating Party and/or Settled Insurer unless and until:

1. the Abuse Claims Reviewer has evaluated and assigned the Opt-Out Abuse Claim a value pursuant to the Trust Distribution Plan;
2. the Opt-Out Claimant has consulted with the Reorganized Debtor, Trustee, and Unknown Abuse Claims Trustee to assess whether their Opt-Out Abuse Claim is a Barred Abuse Claim or Late-Filed Abuse Claim, subject to objection and/or Disallowance; and
3. if, after notifying and consulting with the appropriate parties in Section 13.11(2) of the Plan, if the Opt-Out Abuse Claim has not been resolved, the Opt-Out Claimant, by motion, and after notice and hearing, must obtain an order by the Bankruptcy Court that finds (i) the Opt-Out Abuse Claim represents a colorable claim of any kind against the applicable Participating Party or Settled Insurer, and (ii) specifically authorizes such Opt-Out Claimant to bring its Opt-Out Abuse Claim against the applicable Protected Party or Settled Insurer. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether any Opt-Out Abuse Claim is colorable and, only to the extent legally permissible, have jurisdiction to adjudicate the underlying colorable Opt-Out Claim. For the avoidance of doubt, nothing in Section 13.11 of the Plan is intended to limit the Discharge of the Debtor under Section 13.1 of the Plan, Exculpations as set forth in Section 13.4 of the Plan, or the releases and injunctions in Sections 13.12, 13.13, and 13.14 of the Plan.

Release of Avoidance Rights against Participating Parties and Settled Insurer Parties

On and after the Effective Date, all avoidance rights, including those arising under section 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code, against each of the Participating Parties and Settled Insurer Parties and the Debtor and Reorganized Debtor shall be deemed settled, compromised, and released by the Plan.

Release by Debtor, Reorganized Debtor and Estate Of Claims against Each and Every Participating Party or Settled Insurer Party

Effective on and after the Effective Date, except for the obligations arising under any executory contract assumed by the Reorganized Debtor pursuant to Section XIV of the Plan, the obligations under any Settlement Agreement, Claims excepted from exculpation and discharge under Sections 13.1 and 13.4 of the Plan, the MSJ Debt and the MSJ Mortgage

Documents, and except as otherwise provided in the Plan, as of the Effective Date, the Debtor, Reorganized Debtor and the Estate waive, release and discharge any and all Claims or Causes of Action of every kind and nature that Debtor, the Reorganized Debtor, or the Estate have or may have against a Participating Party or Settled Insurer Party including avoidance rights, and any Claim that such Participating Party or Settled Insurer Party or its assets are a part of or owned by the Debtor or the Estate. No Claim subject to this Release will survive the Effective Date or be deemed to be assigned to the Trust.

Release of Claims between Participating Parties and Settled Insurer Parties

Effective on and after the Effective Date, the Participating Parties and the Settled Insurer Parties each waive, release and discharge any and all Claims or Causes of Action of every kind and nature arising on account of, in connection with or related to an Abuse Claim, that (i) the Participating Parties have or may have against any other Participating Parties or the Settled Insurer Parties and (ii) that the Settled Insurer Parties have against any other Settled Insurer Parties or the Participating Parties, in each case that arise from, relate to or arise in connection with Abuse Claims or the Settled Insurer Policies; provided that such release shall not release the obligations of the Participating Parties and Settled Insurers under the Preserved Coverage, the Plan or any Settlement Agreement. No Claim subject to this release will survive the Effective Date or be deemed to be assigned to the Trust. This release is in addition to any releases in a Bankruptcy Court-approved Settlement Agreement with a Participating Party or Settled Insurer Party.

Pension Plan

No provision in the Plan, Confirmation Order, the Bankruptcy Code (including section 1141 of the Bankruptcy Code), or any other document filed or order entered in the Chapter 11 Case shall be construed to exculpate, discharge, release or relieve the Debtor, the Catholic Entities, or any other party, in any capacity, from any liability or responsibility to any Person regarding the Pension Plans under any law, governmental policy, or regulatory provision. The Pension Plans shall not be enjoined or precluded from enforcing any such liability or responsibility because of the provisions of the Plan (including those provisions providing for exculpation, satisfaction, release and discharge of Claims against the Debtor), the Confirmation Order, the Bankruptcy Code (including section 1141 of the Bankruptcy Code), or any other document filed or order entered in the Chapter 11 Case. The Trust shall not have any liability to any Person on account of the Pension Plans, including liability as a member of a "Controlled Group" as defined in 29 U.S.C. section 1301(a)(14)(A) or on any other basis.

As of the Effective Date, the Reorganized Debtor shall assume and continue the Pension Plans to the extent of its obligations under the Pension Plans and applicable law. Notwithstanding the foregoing, the Reorganized Debtor reserves all of its rights under the Pension Plan. For the avoidance of doubt, any claims asserted by any beneficiary of the Pension Plan shall be reinstated and shall remain with the same priority and validity as before the Petition Date.

Police Power

No provision in the Plan, the Confirmation Order, the Bankruptcy Code (including section 1141 of the Bankruptcy Code), or any other document filed or order entered in the Chapter 11 Bankruptcy Case (including the discharge, releases and injunctions set forth in Section XIII of the Plan), shall be construed to exculpate, discharge, release or relieve the Debtor, the other Participating Parties, or any other Person, in any capacity, for their liability or responsibility with respect to any criminal action or proceeding or any action or proceeding by a governmental unit to enforce such governmental unit's police and regulatory power.

XI. BEST INTERESTS TEST

Under section 1129(a)(7) of the Bankruptcy Code, often called the "best interests test," Holders of Impaired Allowed claims must either (i) accept a plan of reorganization, or (ii) receive or retain under a plan property of a value, as of the plan's assumed effective date, that is not less than the value such rejecting claimants would receive or retain if the debtor was liquidated under chapter 7 of the Bankruptcy Code on such date.

The Plan Proponents believe that the Plan provides the same or a greater recovery for claimants holding Allowed Claims as would be achieved in a liquidation under chapter 7 of the Bankruptcy Code. This belief is based on several considerations, including: (i) the additional administrative claims generated by conversion to a chapter 7 case; (ii) the administrative costs of liquidation and associated delays with a chapter 7 liquidation; (iii) the enhanced challenges in recovering upon the Debtor's Insurance Policies in connection with the Abuse Claims; (iv) the inability to force a non-profit religious debtor to liquidate in a chapter 7; and (v) the inability to sell or lease assets of a non-profit religious corporation contrary to either Connecticut law or the laws and discipline of the Roman Catholic Church.

Moreover, any limitations inherent on what can be done with the Diocese's property under the Bankruptcy Code, applicable state law, and the laws and discipline of the Roman Catholic Church may affect the market value of those properties and therefore result in a lower liquidation value for the purposes of the best interests of creditors test under section 1129(a)(7)(A)(ii) of the Bankruptcy Code, such that it is more easily satisfied, to the extent applicable.

The Debtor has prepared an unaudited Liquidation Analysis, Exhibit 2, to assist Claimants in evaluating the Plan. The Liquidation Analysis compares the projected creditor recoveries that would result from the liquidation of the Debtor in a hypothetical case under chapter 7 of the Bankruptcy Code with the estimated Distributions to Claimants holding Allowed Claims under the Plan. The Liquidation Analysis is based on the value of the Debtor's assets and liabilities as of a certain date and incorporates various estimates and assumptions, including a hypothetical conversion to a chapter 7 liquidation as of a certain date. While the liquidation analysis includes the liquidation of the Diocese's real and personal property, it is purely hypothetical as the Bankruptcy Code, the Religious Freedom Restoration Act, the First Amendment, and applicable state law preclude the forced sale of the Diocese's property and preclude the possibility of a chapter 7 liquidation. The inclusion of this property in the liquidation analysis shall not be deemed or constitute an admission by the Diocese that the property is capable of liquidation. Further, the analysis is subject to potentially material changes, including regarding economic and business

conditions and legal rulings. The actual liquidation value of the Debtor could vary materially from the estimate provided in the Liquidation Analysis. Finally, the Liquidation Analysis does not include a liquidation analysis of the Debtor's Insurance Policies. This is so because, given insurer coverage defenses and defenses to Abuse Claims, the liquidation value of those policies is highly uncertain.

XII. RISK FACTORS

In evaluating whether to vote to accept or to reject the Plan, all Claimants in the Voting Classes should carefully read and consider the risk factors set forth below, which describe how the anticipated Distributions and treatments under the Plan rely on uncertain assumptions and are not guaranteed. These disclosures are not intended to be inclusive and should be read in connection with the other disclosures in this Disclosure Statement and the exhibits attached. You should consult with your legal, financial, and tax advisors regarding the risks associated with the plan and Distributions you may receive.

A. Parties in Interest May Object to the Plan Proponent's Classification of Claims

Section 1122 of the Bankruptcy Code provides that a plan of reorganization may place a claim or an equity interest in a particular class only if such claim is substantially similar to the other claims in such class. The Plan Proponents believe that the classification of Claims under the Plan complies with the requirements in the Bankruptcy Code because they created classes of Claims that only encompass Claims substantially similar to the other Claims in such class. Still, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

B. The Plan Proponents May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires findings by the bankruptcy court that: (i) such plan "does not unfairly discriminate" and is "fair and equitable" regarding any rejecting classes; (ii) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the Plan; and (iii) the value of distributions to rejecting Holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such Holders would receive if the Debtor was liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the Bankruptcy Court will confirm the Plan. The Bankruptcy Court could decline to confirm the Plan if it found that the statutory requirements for confirmation had not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to rejecting Classes. If the Plan is not confirmed, it is unclear what distributions that Claimants holding Allowed Claims will receive regarding their Allowed Claims, or the timing of receipt of such distributions.

C. The Non-Settling Insurers May Object to the Plan

The Non-Settling Insurers may object to the Plan. The Non-Settling Insurers may argue that the provisions relating to the assignment and/or enforcement of the Debtor's Insurance

Policies related to the Non-Settling Insurers are not enforceable and violate the terms of those policies. In other Diocesan cases, non-settling insurers have heavily litigated the confirmation of proposed reorganization plans. If those objections have been overruled, the Non-Settling Insurers have appealed those decisions. Thus, even if the Bankruptcy Court confirmed the Plan over the objections of Non-Settling Insurers, such Non-Settling Insurers may appeal the confirmation order increasing administrative expenses, delaying resolution and the Effective Date of the Plan even if such appeal failed.

D. The Committee May Object to the Plan

As the Committee has filed a competing plan, it is likely they will file objections to the Plan and raise such objections at the Confirmation Hearing. While the Debtor is confident any objections will be overruled, it is possible the Bankruptcy Court sustains such objections and the Plan is not confirmed.

E. The Committee Plan May Be Solicited and Confirmed

The Debtor does not believe the Committee's Plan is confirmable because, among other things, it forces the involuntary sale of the Debtor's property and is a de facto liquidation of the Diocese which is prohibited by the Bankruptcy Code, the Religious Freedom Restoration Act, the First Amendment, and applicable state law; it relies on speculative litigation to provide recoveries to Abuse Claimants; it improperly assigns claims including "Insurance Claims" (as defined in the Committee Plan) which will have the undesired result of a complete loss of coverage by Catholic Mutual; and is not feasible. In the event the Bankruptcy Court moves forward with the Committee Plan, the Debtor intends to bring all available objections. It is possible both the Plan and Committee Plan will be solicited, and the Committee Plan is confirmed by the Bankruptcy Court. In the event the Committee Plan is confirmed, the Plan and its terms will have no affect and the Committee Plan will be binding on both the Debtor and all Claimants.

F. Nonconsensual Confirmation

The Plan Proponents believe that the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code to seek a nonconsensual confirmation of the Plan, if necessary. However, there is no assurance that the Bankruptcy Court will conclude this, in which case the Plan may not be confirmed.

G. Non-Occurrence of the Effective Date

The Effective Date is subject to the conditions precedent in the Plan. There can be no assurance that the conditions necessary for the Plan to become effective will be met, in which case Distributions will be delayed.

CERTAIN FEDERAL INCOME TAX CONSIDERATIONS

The federal, state, local, and foreign tax consequences of the Plan are complex and, in many areas, uncertain. All Holders of Claims are strongly urged to consult their tax advisors with specific reference to the federal, state, and local tax consequences of the Plan. Neither the Debtor and its counsel nor its other retained professionals make any representations regarding the particular tax consequences of confirmation and consummation of the Plan as to the Debtor or any creditor.

The following summary is a general discussion of certain potential Federal income tax consequences of the Plan. The summary is based upon relevant provisions of the Internal Revenue Code of 1986, as amended (the “Tax Code”), the applicable Treasury Regulations promulgated (the “Treasury Regulations”), judicial authority, published rulings, and such other authorities considered relevant now in effect, which are subject to change.

The federal income tax consequences to any particular creditor may be affected by matters not discussed below. The summary does not address all categories of Creditors, some of which may be subject to special rules not addressed herein. There also may be state, local, or foreign tax considerations applicable to each Creditor or the Debtor.

H. Tax Consequences to Creditors

A creditor that receives a Distribution to satisfy its Claim will generally recognize a gain or loss equal to the difference between (i) the amount of cash received by such creditor regarding its Claim (excluding any cash received regarding a Claim for accrued interest) and (ii) the creditor’s tax basis in its Claim. The character of any gain or loss recognized as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by several factors, including the tax status of the creditor, whether the Claim constitutes a capital asset in the hands of the creditor, whether the Claim has been held for more than one year, and whether and to what extent the creditor has claimed a bad debt deduction (or charged a reserve for bad debts) regarding the Claim.

For example, if a Distribution is made to satisfy a receivable acquired in the ordinary course of the Claimant’s trade or business, and the Claimant had previously included the amount of such receivable Distribution in their gross income under their method of accounting, and had not previously claimed a loss or bad debt deduction for that amount, the receipt of the distribution should not result in additional income to the Claimant but may, result in a loss. Conversely, had the Claimant previously claimed a loss or bad debt deduction regarding the item previously included in income, the Claimant generally would have to include the amount of the distribution in income when received.

The Plan Proponents anticipate that Distributions to satisfy Abuse Claims will, in all instances, constitute damages, other than punitive damages, because of personal physical injuries and/or physical sickness, within the meaning of section 104(a)(2) of Tax Code. The have not, however, analyzed such tax issues and cannot (and do not) make any assurances or representations regarding the anticipated tax treatment of Abuse Claims.

There are many factors that will determine the tax consequence to each Holder of an Unsecured Claim. The tax consequences of the Plan are complex, and in some cases, uncertain. Therefore, it is important that each Holder of an Unsecured Claim obtain his, her, or its own professional tax advice regarding the tax consequences to such Holder of an Unsecured Claim as a result of the Plan.

I. Tax Consequences to the Debtor

The Debtor is a non-profit, non-stock member corporation having tax-exempt status under 26 U.S.C. section 501(c)(3). Due to the Debtor's status as a non-profit corporation, the Debtor does not expect that the Plan will result in any significant federal income tax consequences to the Debtor.

Under the Internal Revenue Code of 1986, as amended (the "Code"), there may be significant federal income tax issues arising under the Plan described in this Disclosure Statement that affect creditors in this Chapter 11 Case.

J. Tax Consequences to the Trust

The Trust may satisfy the requirements of a designated settlement fund under section 468B of the Tax Code or a qualified settlement fund under Regulation 1.468B-1 of the Treasury Regulations. There are certain tax consequences associated with the characterization of the Trust as a designated settlement fund or a qualified settlement fund ("QSF"). The Debtor expresses no opinion on whether the Internal Revenue Service would conclude that the Trust is a designated settlement fund or a QSF. The Debtor has not requested a ruling from the Internal Revenue Service or an opinion of counsel regarding whether the Trust is a designated settlement fund or a qualified settlement fund. Each creditor is urged to consult its own tax advisor regarding the characterization of the Trust and the tax consequences of such characterization.

The federal income tax consequences to a Holder of a Claim receiving, or entitled to receive, a Distribution in partial or total satisfaction of a Claim may depend on several factors, including the Claim, the Claimants' method of accounting, and their own particular tax situation. Because each Claimant's tax situation differs, Claimants should consult their own tax advisors to determine how the Plan affects them for federal, state, and local tax purposes, based on its particular tax situations.

XIII. VOTING INSTRUCTIONS

The Claims Agent will send to all Claimants entitled to vote on the Plan: (i) the Disclosure Statement Order, (ii) a notice of the Confirmation Hearing, (iii) the Disclosure Statement, as approved by the Bankruptcy Court and together with the Plan attached as an exhibit, and (iv) a Ballot (collectively, the "Solicitation Packages"). The Solicitation Packages will also describe the procedures and deadline for submitting Ballots to the Claims Agent.

XIV. CONCLUSION AND RECOMMENDATION

The Plan Proponents believe that confirmation and implementation of the Plan is preferable to any other alternative. The Debtor urges all claimants entitled to vote to accept the Plan and urges Abuse Claimants to vote to accept the Plan by so indicating on their Ballots and returning them as specified in the instructions in the Solicitation Packages.

[Signature Page Follows]

Dated at Hartford, Connecticut, this 6th day of September 2024.

/s/ Patrick M. Birney

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*Counsel for The Catholic Mutual Relief
Society of America*

Exhibit 1

Joint Plan of Reorganization

(Intentionally Omitted)

The Norwich Roman Catholic Diocesan Corporation

Liquidation Analysis - Plan vs Liquidation

As of 7/31/24

Plan Contributions - per Proposed Joint Plan**\$000's**

Funded by Debtor:

(i)	Diocese Cash	\$	1,000
(iii)	Xavier		2,500
(iv)	Sold Real Estate		6,638
(vi)	Transferred Misc. Real Estate		521
(vii)	Mt. St. John (Estimate) - if unsold at eff date		TBD
(viii)	Transferred Insurance Interests		TBD

Proceeds from other parties:

(i)	Christian Brothers Oceania Province	7,000
(ii)	Parishes	2,000
(iii)	Catholic Mutual	4,800
(iv)	Mercy	50
(v)	St. Mary's real estate - 50-54 N Main St	400
(vi)	Mt. St. John (Estimate) - proceeds if sold	4,500
		\$ 29,409 + "TBD" above

	Plan	Liquidation
Distributable Funds	\$ 29,409	\$ 22,466
Less:		
Chapter 7 Trustee Fees	-	(674)
Chapter 7 Attorney and Financial Professional Fees	-	(500)
Shut-down costs	-	(250)
Chapter 11 Residual Administrative Costs	(50)	(50)
Chapter 11 Residual Professional Fees	(4,100)	(4,100)
Other Administrative claims	(75)	(75)
People's Bank line of credit	-	(375)
Secured real estate debt	-	(1,767)
Priority claims	(134)	(134)
Total Reductions:	(4,359)	(7,925)
Funds Available for Unsecured Creditors:	\$ 25,050	\$ 14,541

The Norwich Roman Catholic Diocesan Corporation
Liquidation Analysis
As of 7/31/24

	DEBTOR ASSETS	fn	Adjustments	LIQUIDATION VALUE
Current Assets				
Cash and Cash Equivalents - Unrestricted	\$ 5,355,578	1		5,355,578
Cash and Cash Equivalents - Restricted	2,080,024	1	(2,080,024)	-
M&T Escrow Cash - St. Bernard & 31 Perkins sale proceeds	7,387,850	2		7,387,850
Memo accounts and grants receivable, net:				
Cathedraticum	1,564,864	3	(1,564,864)	-
Non-Cathedraticum	15,554,594	3	(11,665,946)	3,888,649
Allowance on memo accounts and AR	(6,065,330)	3	6,065,330	-
Loans receivable	903,430	4	(677,573)	225,858
Pledges receivable, net	335,589	4	(251,692)	83,897
Loan to Mt. St. John - Secured	1,533,596	5	-	1,533,596
Loan to Mt. St. John - Unsecured	843,007	6	(793,007)	50,000
Total Current Assets	\$ 29,493,203		\$ (10,967,775)	\$ 18,525,427
Property and Equipment				
Furniture / equipment	\$ 804	7	(804)	\$ -
Vehicles	96,751	8	(72,563)	24,188
Real Estate - 2 high schools	2,187,367	9	(328,105)	1,859,262
Real Estate - other	2,209,024	10	(441,805)	1,767,219
Total Property and Equipment	\$ 4,493,142		\$ (842,473)	\$ 3,650,669
Total Assets from Debtor¹¹	\$ 33,986,345		\$ (11,810,248)	\$ 22,176,096

Notes

- 1 7/31/24 Balances. Includes investment brokerage accounts; donor restricted funds are excluded
- 2 Proceeds from sale of St. Bernard, 31 Perkins and other parcels. Cash is currently in escrow
- 3 Presumes 100% uncollectable for Cathedraticum-related balance and 75% discount for all other "receivables" and
- 4 Presumes 75% discount on parish loans in Chapter 7 due to collection difficulties, offsets and defenses.
- 5 Property is valued in excess of secured debt and thus secured amount would be paid in full. Unsecured portion is
- 6 Recovery of unsecured amount deemed *di minimis* in light of claims against Mt. St. John
- 7 All furniture, fixtures and equipment were fully depreciated as of 7/15/21 except \$804 in computers. Assume liquidation value of these fixed assets is zero.
- 8 Eight vehicles; values per Edmonds.com at 7/15/21 Assume 25% discount for further depreciation and net
- 9 Considers in-place 20-year leases, resulting in inability to monetize until lease expires. Assumes base value increases 5% per year until that time, then is discounted back at 15%.
- Based on actual sale results and Town of Norwich Assessments, with 20% reduction for liquidation, closing and
- 10 other costs of sale
- 11 Does not include Plan related contributions from 3rd parties

	fn	
Liquidation value of Assets		22,176,096
Less:		
Chapter 7 Trustee Fees	1	(665,283)
Chapter 7 Attorney and Financial Professional Fees	2	(500,000)
Shut-down costs		(250,000)
Chapter 11 Residual Administrative Costs	3	(50,000)
Chapter 11 Residual Professional Fees		(4,100,000)
Other Administrative claims		(75,000)
People's Bank line of credit		(375,000)
Secured real estate debt	4	(1,767,219)
Priority claims		(134,018)
Total Admin & Priority Claims		\$ (7,916,520)
Estimated Net Assets Available for Distribution to Unsecured Creditors		\$ 14,259,576

		CLAIM	RECOVERY
<u>Unsecured Creditor Claims</u>			
Due to Priest Pension Plan		90,038	25,409
Prepetition Trade Payables		249,543	70,421
Due to Parishes, Schools and other Catholic Organizations		2,366,734	667,889
Accrued PTO		268,036	75,639
Survivor Claims (142 claims)	5	42,600,000	12,021,660
Secured Debt Guarantee Deficiency Claim		4,955,938	1,398,559
Total		\$ 50,530,289	\$ 14,259,576

Notes

- 1 Assumes 3% of available assets
- 2 Includes pursuit of existing and potential litigation with other Catholic organizations for contribution or indemnification of claims as well as profession portion of shut-down administration
- 3 Includes not-yet-paid professional fees; and post-petition AP as of 7/31, net of of \$521k Epiq fees waived
Debtor is limited guarantor of a non-debtor obligation. Amount is limited to the value of the properties (listed above). Deficiency
- 4 balance included in Unsecured Creditor Claims
- 5 \$300,000 x 142 claims. This is an estimate for analytical purposes only and does not represent any admission of liability on the part of the Debtor or any other Person

The Norwich Roman Catholic Diocesan Corporation
Liquidation Analysis - Real Estate Detail
As of 7/31/24

		Net Book Value at 7/15/21 [1]	Assessed Value [2]	Govt "Appraisal"/Listed Price [3]	Commission	Carry Cost (6 mos.)	RE Mill Rate	RE Taxes (6 mos)	Net Value
Properties					5%				
7-9 Bath St (Sold)[6]	Norwich	16,759	23,200						
11 Bath St (Sold)[6]	Norwich	111,821	147,800	190,000	(9,500)		48.48	-	-
7 Otis St	Norwich	148,428	408,200	559,000	(27,950)		48.48	(9,895)	521,155
17 Otis St (Sold)[6]	Norwich	106,400	133,500	170,000	(8,500)		48.48	-	-
25 Otis St (Sold)[6]	Norwich	102,783	105,200	165,036	-		48.48	-	-
31 Perkins Ave (Sold) [6]	Norwich	13,553	106,500	-	-		48.48	-	-
201 Broadway	Norwich	214,707	613,800	876,857	(43,843)		48.48	(14,879)	818,136
274 Broadway	Norwich	148,388	259,800	371,143	(18,557)		48.48	(6,298)	346,288
617 Main St	Middletown	55,395	281,840	402,629	(20,131)			-	382,497
290 Prospect St	Willimantic	75,628	249,940	357,057	(17,853)			-	339,204
60 Jay St	New London	15,237	121,310	173,300	(8,665)			-	164,635
		1,009,098	2,451,090	3,265,022	(154,999)			(31,071)	2,571,916

		Net Book Value at 7/15/21 [1]	Liquidation Value [4]	Est Present Value [5]	Cost of Sale (15%)	Title Challenge	Mortgage Debt	Net Liquidation Value
High Schools								
Mercy HS		526,859	6,570,000	1,065,110	(159,767)		(1,768,447)	4,641,786
Xavier HS		371,812	6,922,500	1,122,257	(168,338)		(5,046,752)	1,707,409
		898,671	13,492,500	2,187,367	(328,105)	-	(6,815,200)	6,349,195

Notes

- Debtor has made no additions to these assets since Petition Date. Depreciation expense is minimal and does not impact liquidation value.
- Amounts taken from public records. Actual market value would be materially less than these values.
- Highlighted properties are valued at the current contract or listing price. All other properties are assessed at 70% of the "government appraised" value, shown here
- Liquidation values for Mercy and Xavier are Hilco appraisals by Hilco Real Estate Appraisal.
- Considers in-place 20-year leases, resulting in inability to monetize until lease expires. Assumes base value increases 5% per year until that time, then is discounted back at 15%.
- Property sold. Proceeds included in cash figures

Exhibit 3

Disclosure Statement Approval Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

**ORDER GRANTING MOTION FOR ENTRY OF ORDER (I) APPROVING
DISCLOSURE STATEMENT; (II) ESTABLISHING VOTING RECORD DATE;
(III) APPROVING SOLICITATION PACKAGES AND DISTRIBUTION
PROCEDURES; (IV) APPROVING FORMS OF BALLOTS AND
ESTABLISHING PROCEDURES FOR VOTING ON PLAN; (V) APPROVING
FORMS OF NOTICES TO NON-VOTING CLASSES UNDER PLAN;
(VI) ESTABLISHING VOTING DEADLINE TO ACCEPT OR
REJECT PLAN; (VII) APPROVING PROCEDURES FOR VOTE
TABULATION, INCLUDING ESTIMATION OF CERTAIN CLAIMS FOR VOTING
PURPOSES ONLY; AND (VIII) ESTABLISHING CONFIRMATION
HEARING DATE AND NOTICE AND OBJECTION PROCEDURES THEREOF**

Upon the motion (the “Motion”)² of The Norwich Roman Catholic Diocesan Corporation, debtor and debtor-in-possession (the “Debtor” or “Diocese”) in the above-captioned chapter 11 case (the “Chapter 11 Case”), the Catholic Mutual Relief Society of America (“Catholic Mutual”), and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut (the “Association of Parishes”) (collectively, the “Plan Proponents”) for entry of an order, (this “Order”) (i) approving the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization* the (“Disclosure Statement”); (ii) establishing the Voting Record Date; (iii) approving Solicitation

¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor’s federal tax identification number are 7373.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Plan.

Packages and Distribution Procedures; (iv) approving the forms of the Ballots and establishing procedures for voting on the *Joint Chapter 11 Plan of Reorganization* (the “Plan”); (v) approving forms of Notices to the Non-Voting Classes under the Plan; (vi) establishing the Voting Deadline to accept or reject the Plan; (vii) approving procedures for voting tabulations, including estimation of certain Claims for voting purposes only; and (viii) establishing the Confirmation Hearing date and notice and objection procedures thereof; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and upon all of the proceedings before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS FOUND AND DETERMINED THAT:

A. The Disclosure Statement attached hereto as **Schedule 1** (the “Disclosure Statement”) contains adequate information about the *Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (as it may be amended, the “Plan”) within the meaning of Section 1125 of the Bankruptcy Code.

B. Notice of the Disclosure Statement, the Motion, the Hearing, and the deadline for filing objections to the Disclosure Statement was properly provided and such notice was due

and sufficient and given in accordance with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and no other or further notice is necessary or required.

C. All objections to the adequacy of the Disclosure Statement, responses to, and statements and comments, if any, in opposition to the Motion, other than those withdrawn with prejudice or resolved in their entirety prior to, or on the record at, the hearing on the Motion, shall be, and hereby are, overruled in their entirety for the reasons stated on the record and, notwithstanding the foregoing, no objection to the Motion shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objection to confirmation of the Plan set forth in this order. Confirmation issues that remain unresolved by the process described herein are reserved to be heard at the Confirmation Hearing (as defined herein).

D. The Disclosure Statement complies with Bankruptcy Rule 3016(c) and describes in specific and conspicuous language the acts to be enjoined and the entities subject to the injunction, exculpation, and release provisions contained in the Plan.

E. The Solicitation Packages and other notices of the Record Date, the Voting Deadline, the Plan Objection Deadline, the Confirmation Hearing, the Solicitation Procedures, the Plan, and all matters related to the Plan and confirmation of the Plan contemplated by the Motion comply with Bankruptcy Rules 2002 and 3017 (having been served by the Debtor to those Record Date parties-in-interest indicated in the Debtor's Certificates of Service).

F. The forms of Ballots, substantially in the forms attached to this Order as **Schedules 2-1, 2-2, 2-3, and 2-4**, including all instructions and information provided in each form of Ballot, are sufficiently consistent with Official Form No. 314, adequately address the

particular needs of this Chapter 11 Case, and are appropriate for the Voting Classes. No further or other information is necessary or required with respect to the Ballots.

G. The combination of direct and published notice of the Plan and Confirmation Hearing, including, without limitation, the Confirmation Hearing Notice and Publication Notice, substantially in the forms attached to this order as **Schedule 5** and **Schedule 6**, respectively, provides sufficient notice to those served as indicated in the Debtor's Certificates of Service of the Plan, the Confirmation Hearing, the opportunity to vote on and object to the Plan, and complies with Bankruptcy Rules 2002 and 3017.

H. Pursuant to the Plan, Administrative Expense Claims and Priority Tax Claims are unclassified (the "**Unclassified Claims**") and are not entitled to vote or receive a Ballot.

I. Holders of Claims and Interests in Class 1 (Other Priority Claims), Class 3 (The M&T Secured Revolving Loan Claim and M&T Secured Guaranty Claim), Class 6 (General Unsecured Claims), and Class 7 (Abuse Related Contribution Claims) (collectively, the "**Non-Voting Classes**") may be conclusively presumed to accept or deemed to reject the Plan and are not entitled to vote or receive a Ballot.

J. The period, as set forth below, during which the Plan Proponents may solicit acceptances to the Plan is a reasonable period of time for entities entitled to vote on the Plan to make an informed decision whether to accept or reject the Plan.

K. The procedures for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

L. The proposed timing for the Confirmation Hearing complies with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and will enable the Plan Proponents to pursue confirmation of the Plan in a timely fashion.

M. The Plan Proponents reserve the right to seek modifications or extensions of the matters governed by this Order.

N. The relief requested in the Motion is in the best interests of the Diocese and the Diocese's estate.

O. The legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:³

1. The relief requested in the Motion is **GRANTED**, subject to the terms and conditions contained herein.

2. Any and all objections to the Motion not otherwise settled or withdrawn are hereby overruled except those relating to confirmation of the Plan.

3. The Disclosure Statement contains adequate information, considering the complexity of the case, the benefit of additional information, and the costs related thereto, in accordance with section 1125 of the Bankruptcy Code and is approved.

4. The form and manner of the notice of the hearing on the Disclosure Statement complied with all applicable Bankruptcy Rules and Local Rules.

5. The Disclosure Statement (including all applicable exhibits thereto) provides notice of the injunction, exculpation, and release provisions contained in the Plan, which will be

³ All findings of fact and conclusions of law set forth above or announced by the Court at the hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

determined by the Court at the Confirmation Hearing whether it fully complies with Bankruptcy Rule 3016(c).

6. The forms of Ballots as revised by the Court herein annexed hereto as **Schedules 2-1, 2-2, 2-3, and 2-4**, are approved.

7. For the purposes of determining claimants entitled to vote on the Plan, the Voting Record Date (the “Voting Record Date”) as requested by the Debtor is _____, **2024** with respect to Holders of Claims in Class 2 (Secured Claim of Citizens Bank, N.A.), Class 4 (Abuse Claims Other Than Unknown Abuse Claims), Class 5 (Unknown Abuse Claims), and Class 8 (Claims Held by the Catholic Entities, Xavier, Mercy, St. Bernard and Oceania) (collectively, the “Voting Classes”).

8. The Voting Record Date is also the date for purposes of determining which claimants in the Non-Voting Classes are entitled to receive an appropriate Notice of Non-Voting Status.

9. Omni Agent Solutions, Inc. (“Omni”), will complete the mailing of Solicitation Packages by no later than _____, **2024**, (the “Solicitation Date”), to the U.S. Trustee and Holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date, as required by Bankruptcy Rule 3017(d).

10. Solicitation Packages distributed to Holders of Claims in the Voting Classes will contain a copy of (i) the Disclosure Statement Order (excluding exhibits attached thereto); (ii) the appropriate Ballot to accept or reject the Plan, with instructions and a return envelope; (iii) the Disclosure Statement and Plan; (iv) a notice of the Confirmation Hearing, (the “Confirmation Hearing Notice”); and (v) such other material as the Court may direct. Omni shall distribute, or cause to be distributed the Solicitation Package in paper format.

11. The entire Solicitation Package (minus Ballots) will be distributed to the Non-Voting Classes, along with the appropriate Notice of Non-Voting Status.

12. By the Solicitation Date, the Plan Proponents shall distribute, or cause to be distributed, (i) the Disclosure Statement Order (excluding exhibits attached thereto), (ii) the Confirmation Hearing Notice, (iii) the Disclosure Statement and Plan, (iv) and any other materials as the Court may direct to the U.S. Trustee and all persons requesting service or notice in this Chapter 11 Case who are not otherwise receiving a Solicitation Package.

13. The entire Solicitation Package will be distributed to counterparties to executory contracts and leases and those Administrative Claimants who make specific written request for copies of such documents to (i) Norwich Roman Catholic Diocesan Corporation Ballot Processing, c/o Omni Agent Solutions, Inc, 5955 De Soto Ave, Suite 100, Woodland Hills, CA 91367, or (ii) by email at NorwichInquiries@OmniAgnt.com.

14. The Plan Proponents are not required to send Solicitation Packages to Claimants that have already been paid in full; *provided, however*, that if, and to the extent that, any such Claimant would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that such Claim had been paid by the Diocese, then such Claimant will be sent a Solicitation Package in accordance with the procedures set forth above.

15. The Plan Proponents are excused from mailing Solicitation Packages and any other material related to voting or confirmation of the Plan to those entities to which certain notices mailed during the course of this Chapter 11 Case have been returned as undeliverable by the United States Postal Service, unless and until the Plan Proponents are provided with accurate addresses for such entities before the Solicitation Date provided that Plan Proponents have used commercially reasonable efforts to obtain an updated address for such party. The Plan

Proponents' failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017(d).

16. The Plan Proponents are not required to distribute copies of the Plan or Disclosure Statement to any party who holds a Claim that is either not filed or is not scheduled in an amount greater than \$0, unless such party files a motion for temporary allowance of a claim under Bankruptcy Rule 3018 *provided, however*, that Omni shall serve such parties with a copy of the Confirmation Hearing Notice.

17. The Plan Proponents are authorized to make ministerial changes to the Disclosure Statement, the Plan, and related documents without further order of the Court, such as changes to correct typographical and grammatical errors, and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing. Such ministerial changes shall be approved by the Committee and filed upon the Court docket prior to the Confirmation Hearing as an "Errata Sheet of Changes to Plan Documents."

18. The Notice of Unimpaired Non-Voting Status annexed hereto as **Schedule 3** is approved and shall be distributed to all known holders of Claims in the Unimpaired Non-Voting Class.

19. The Notice of Impaired Non-Voting Status annexed hereto as **Schedule 4** is approved and shall be distributed to all known holders of Interests in the Impaired Non-Voting Class.

20. To be counted as a vote to accept or reject the Plan, all Ballots must be properly completed, signed, dated and returned by only one of the following return methods:

If by U.S. Postal Service First Class mail:

Norwich Roman Catholic Diocesan Corporation Ballot Processing
c/o Omni Agent Solutions, Inc
5955 De Soto Ave, Suite 100
Woodland Hills, CA 91367

If by overnight courier or hand delivery:

Norwich Roman Catholic Diocesan Corporation Ballot Processing
c/o Omni Agent Solutions, Inc.
5955 De Soto Ave, Suite 100
Woodland Hills, CA 91367

By electronic, online submission:

<https://omniagentsolutions.com/Norwich-Ballots>

If you choose to submit your Ballot via Omni's Voting Upload Portal, you should not also return a hard copy of your Ballot.

21. Omni shall make the encrypted ballot data and audit trail created by the submissions to the Voting Upload Portal a part of the record of any electronic Ballot submitted, and the creditor's electronic signature shall be deemed to be an original signature that is legally valid and effective. For the avoidance of all doubt, Holders of Claims in Voting Classes may only cast Ballots electronically via the Voting Upload Portal, and any Ballot received by e-mail, or any other electronic means (other than the Voting Upload Portal) shall not be counted as an acceptance or rejection of the Plan and shall be rendered invalid; *provided, however*, the Plan Proponents may elect to accept Ballots submitted by such means.

22. All original Ballots must be actually received by Omni no later than __:00 __.m. (Eastern Time) on _____, 2024 (the "Voting Deadline").

23. The following procedures shall govern voting on the Plan:
- (a) if a Claim is deemed Allowed under the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
 - (b) each Holder of a Class 4 Claim, including Holders of Barred Abuse Claims and Late-Filed Abuse Claims that have not been Disallowed by a Non-Appealable Order, who is entitled to vote shall be granted a single vote in the amount of \$1.00 in the aggregate (per Class 4 Claimant), or as otherwise ordered by this Court. The temporary allowance shall be for purposes of voting to accept or reject the Plan only, and not for purpose of the allowance of, or distribution on account of, such Class 4 Claim, and shall be without prejudice to the rights of any Class 4 Claimant, the Trustee, the Diocese, or any Participating Parties regarding all non-voting purposes. Notwithstanding the foregoing, the temporary allowance procedure delineated herein may be allowed by the Court upon the Debtor's demonstration of good and sufficient cause and process, upon the record of the Disclosure Statement Continued Hearing.
 - (c) the Unknown Abuse Claims Representative, on behalf of all Class 5 Claimants, shall be granted a single vote in the amount of \$1.00. The temporary allowance shall be for purposes of voting to accept or reject the Plan only, and not for purpose of the allowance of, or distribution on account of, any Class 5 Claims, and shall be without prejudice to the rights of any Class 5 Claimant, the Trustee, the Diocese, or any Participating Parties regarding all non-voting purposes. Notwithstanding the foregoing, the temporary allowance procedure delineated herein may be allowed by the Court upon the Debtor's demonstration of good and sufficient cause and process, upon the record of the Disclosure Statement Continued Hearing.
 - (d) if a Claim has been estimated or otherwise Allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated for voting purposes only, and not for purposes of allowance or distribution;
 - (e) if a proof of claim was timely filed in an amount that is liquidated, matured, or undisputed, such Claim is temporarily allowed in the amount set forth on the proof of claim, unless such Claim is disputed as set forth in subparagraph (i) below;
 - (f) if a Claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claims established by the Court or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, other than any Late-Filed Abuse Claims that have not been Disallowed by a Non-Appealable Order,

the Plan Proponents propose that such Claim shall be disallowed for voting purposes;

- (g) if a Claim is listed in the Schedules or on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such Claim is temporarily Allowed in the amount that is non-contingent, liquidated, matured, or undisputed for voting purposes only, and not for purposes of allowance or distribution;
- (h) if a claim, other than an Abuse Claim, for which a proof of claim has been timely filed for unknown or undetermined amounts, or is wholly unliquidated, or contingent (as determined on the face of the claim or after a reasonable review of the supporting documentation by Omni) and such claim has not been allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at unless otherwise ordered by the Court pursuant to Bankruptcy Rule 3018;
- (i) [omitted];
- (j) proofs of claim filed for \$0.00 are not entitled to vote;
- (k) with the exception of voting amounts for Abuse Claims, for purposes of voting, classification and treatment, under the Plan, each entity that holds or has filed more than one Claim shall be treated as if such entity has only one Claim in each applicable Class and the Claims filed by such entity shall be aggregated in each applicable Class and the total dollar amount of such entity's Claims in each applicable Class shall be the sum of the aggregated Claims of such entity in each applicable Class;
- (l) any entity that filed duplicate Claims in the same Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Plan Proponents have objected to such duplicate Claims; and
- (m) if a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether a party has objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

24. The following procedures shall apply for tabulating votes:

- (a) any Ballot that is otherwise properly completed, executed, and timely returned but does not indicate an acceptance or rejection of the Plan will not be counted;

- (b) if no votes to accept or reject the Plan are received with respect to a particular Class that is entitled to vote on the Plan, such Class shall be deemed to have voted to accept the Plan; **however**, the legal propriety of a deemed acceptance not being firmly established in the law of the Second Circuit, the Court may approve this provision upon a showing of good cause and sufficient legal authority during the Confirmation Hearing;
- (c) if a voter casts a Ballot with both an acceptance and rejection of the Plan or more than one Ballot for the same Claim (either from the same Claimant, the Claimant and a person purporting to act on their behalf, or multiple persons purporting to act on behalf of the Claimant) with conflicting votes on the Plan or that is otherwise materially in conflict, Omni shall immediately notify the Plan Proponents and the Plan Proponents shall immediately endeavor as reasonable and appropriate to reconcile the conflict and obtain written confirmation of which vote or Ballot for the Holder of the Claim entitled to vote shall control and be counted as timely returned; provided, however, that if the identification of the controlling vote or Ballot is not resolved as provided above within five (5) calendar days from the notice of the conflict as provided by the Plan Proponents, such votes shall not be counted;
- (d) Claimants must vote all of their Claims within a particular Class to either accept or reject the Plan;
- (e) other than as provided in subsections (a), (c) and (d) immediately above, the Plan Proponents, in their joint discretion, may waive any other defects in a Ballot, or enter into a stipulation to settle or resolve any dispute or cure any defect in relation thereto, with a holder of a Claim that has completed and timely returned a Ballot; and
- (f) except as otherwise provided in this Motion, for purposes of determining whether numerosity and Claim amount requirements of Sections 1126(c) and 1126(d) of the Bankruptcy Code have been satisfied, Omni will tabulate only those Ballots received by the Voting Deadline.

25. The following Ballots will not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected: (i) any Ballot received after the Voting Deadline unless the Plan Proponents jointly, or the Court, in writing, granted an extension of the Voting Deadline with respect to such Ballot prior to the Voting Deadline; (ii) any Ballot that is illegible or contains insufficient information to permit the identification of the voter; (iii) any Ballot cast by a person or entity that does not hold a Claim or Interest in a Voting Class; (iv)

any unsigned Ballot; and (v) any Ballot submitted by email, facsimile, or any other means of electronic submission other than utilization of the Voting Upload Portal.

26. If any Claimant seeks to challenge the allowance of its Claim for voting purposes in accordance with the above procedures, such Claimant shall serve on the Plan Proponents, and file with the Court (with a copy to Chambers), a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim in a different amount for purposes of voting to accept or reject the Plan on or before the 10th day after the later of (i) service of the Confirmation Hearing Notice, and (ii) service of notice of an objection or request for estimation, if any, as to such Claim. In accordance with Bankruptcy Rule 3018, that as to any Claimant filing such a motion, such Claimant's Ballot should not be counted unless temporarily Allowed by an order entered by the Court prior to the Voting Deadline.

27. Omni shall file a Voting Certification with the Court, including a list of Plan acceptances and rejections, no later than _____, **2024**.

28. The hearing on Confirmation of the Plan (the "Confirmation Hearing") shall commence at __:00 __.m. (**Eastern Time**) on _____, **2024**; *provided, however*, that the Confirmation Hearing may be adjourned or continued from time to time by the Court or the Plan Proponents.

29. The Confirmation Notice providing (i) the time fixed for filing objections to confirmation of the Plan and (ii) the time, date, and place of the Confirmation Hearing, substantially in the form annexed hereto as **Schedule 5** is approved.

30. The Publication Notice, substantially in the form annexed hereto as **Schedule 6** is approved, and the Plan Proponents shall cause the Publication Notice to be published in USA Today, The National Catholic Register, The National Catholic Reporter, the Hartford Courant, the

Norwich Bulletin, the Day, and the New Haven Register, not less than 20 days before the Confirmation Objection Deadline.

31. Objections or responses to confirmation of the Plan, if any, must (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) set forth the name and address of the objecting party and the amount and nature of the Claim of such party; and (d) state the basis for the objection, and the specific grounds therefor. All objections and responses must be filed and served no later than **__:00 .m. (Eastern Time)** on _____, **2024**.

32. The Plan Proponents' replies, if any, to any timely filed objections shall be filed and served no later than **__:00 .m. (Eastern Time)** on _____, **2024**.

33. Objections to confirmation of the Plan that are not timely filed and served in the manner set forth above may not be considered and may be deemed overruled.

34. The Plan Proponents are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

35. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

36. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2024

JAMES J. TANCREDI
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Disclosure Statement

[Intentionally Omitted]

Schedule 2

Voting Package

Schedule 2-1

Form of Ballot for Class 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

CLASS 2 BALLOT

The Bankruptcy Court has approved the Disclosure Statement for the Joint Chapter 11 Plan of Reorganization (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Joint Chapter 11 Plan of Reorganization (the “Plan”) by the Bankruptcy Court.

You should review the Disclosure Statement and the Plan before you vote. If you are not represented by an attorney, you may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

In order for your vote to be counted, this Ballot must be properly completed, signed, and returned to Omni Agent Solutions, Inc. (the “Voting Agent”) so that it is actually received no later than 5:00 p.m. (Prevailing Eastern Time) on [], 2024 (the “Voting Deadline”), unless such time is extended by the Court or the Plan Proponents. If the plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.

Copies of the Disclosure Statement and Plan are provided to you with this Ballot and will also be on file with the Office of the Clerk of the Court for review during normal business hours (a fee may be charged) and are also available free of charge on the website maintained by the Diocese’s claims agent at <https://omniagentsolutions.com/Norwich>.

INSTRUCTIONS FOR FILLING OUT AND SUBMITTING THIS BALLOT

To have your vote counted, please complete, sign, and date this Ballot and return it so that it is received by the Voting Agent no later than the Voting Deadline, unless such time is extended by the Court or the Plan Proponents. Ballots must be delivered to the Voting Agent (i) at an appropriate address as listed below; or (ii) via the Voting Agent’s Voting Upload platform at: <https://omniagentsolutions.com/Norwich-Ballots>.

<u>If by U.S. Postal Service First Class mail:</u> The Norwich Roman Catholic Diocesan Corporation c/o Omni Agent Solutions, Inc. 5955 De Soto Avenue, Suite 100 Woodland Hills, CA 91367	<u>If by overnight courier or hand delivery:</u> The Norwich Roman Catholic Diocesan Corporation c/o Omni Agent Solutions, Inc. 5955 De Soto Avenue, Suite 100 Woodland Hills, CA 91367
<u>If by electronic, online submission:</u> Please visit https://omniagentsolutions.com/Norwich-Ballots . Scroll down to the “Submit a Ballot Online” section of the Diocese’s website and follow the directions to submit your Ballot. If you choose to submit your Ballot via Omni’s Voting Upload system, you should not return a hard copy of your Ballot.	

IMPORTANT NOTE:

Please complete and submit a Ballot promptly by mail or by online submission. If your Ballot is not received by the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Court or the Plan Proponents as noted above, your vote will not be counted. If you have any questions regarding this document, need a return envelope or another copy of the Disclosure Statement, the Plan, or this document, please contact the Voting Agent by e-mailing NorwichInquiries@OmniAgnt.com. Please do not direct any inquiries to the Bankruptcy Court. The Voting Agent is not authorized to, and will not, provide legal advice.

CLASS 2 BALLOT FOR ACCEPTING OR REJECTING PLAN

PLEASE READ THE ENTIRE BALLOT BEFORE COMPLETING IT

By signing this Ballot, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have been provided a copy or access to a copy of the Disclosure Statement and the exhibits thereto.

YOU MUST COMPLETE THIS BALLOT IN ORDER FOR YOUR VOTE TO COUNT. IF YOUR BALLOT IS NOT RECEIVED IN COMPLIANCE WITH THE INSTRUCTIONS BY 5:00 P.M., EASTERN TIME, ON _____ 2024, IT WILL NOT BE COUNTED.

This Ballot is for voting purposes only and is not a Proof of Claim.

Claimant: _____

The undersigned, a Holder of a Class 2 Claim, votes (check one box only):

<input type="checkbox"/> to ACCEPT the Plan	<input type="checkbox"/> to REJECT the Plan
--	--

For purposes of voting to accept or reject the Plan, the undersigned certifies that as of _____, 2024 (the "Voting Record Date"), the undersigned holds a Class 2 Claim in the amount set forth below:

Amount of Your Claim for Voting Purposes Only: \$_____.

By signing this Class 2 Ballot, the undersigned certifies to the Bankruptcy Court and to the Plan Proponents:

- (a) That, as of the Voting Record Date, either: (i) the undersigned is the Holder of a Class 2 Claim or (ii) the undersigned is an individual competent to act with a specific, written power of attorney directing such individual to vote to accept or reject the Plan as directed by such individual claimant provided that a copy of the power of attorney is attached to this Class 2 Ballot;
- (b) That the Holder of the Class 2 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;
- (c) That the undersigned has read and understands, the undersigned's lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) That no other Class 2 Ballot with respect to the Class 2 Claim identified in this Ballot have been cast or, if any other Class 2 Ballots have been cast with respect to such Class 2 Claim, then any such earlier Class 2 Ballots are hereby revoked.

TO BE COMPLETED BY CLASS 2 CLAIMANT:

Print or Type Name: _____

Signature: _____

Address: _____

Telephone Number: _____

Date Completed: _____

Schedule 2-2

Form of Class 4 Ballot

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

CLASS 4 BALLOT, CERTIFICATION, AND ABUSE CLAIM RELEASE

The Ballot included with this document is provided to you to solicit your vote to accept or reject the Joint Chapter 11 Plan of Reorganization (the “Plan”). All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

Please note that all information you provide in this document will be treated as confidential pursuant to the Bankruptcy Court’s order. Only parties authorized by the Bankruptcy Court’s order will be permitted to review the information that you provide.

The Bankruptcy Court has approved the Disclosure Statement for Joint Chapter 11 Plan of Reorganization (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. The Bankruptcy Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. **You should review the Disclosure Statement and the Plan in their entirety before you vote your Ballot. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Claim under the Plan.**

Copies of the Disclosure Statement and Plan have been provided to you with this document and will also be on file with the Clerk of the Bankruptcy Court for review during normal business hours (a fee may be charged) and are also available free of charge on the website maintained by the Diocese’s claims agent at <https://omniagentsolutions.com/Norwich>.

Important Information Regarding the Opt-Out Election

As more fully described in the Plan and Disclosure Statement, the Plan contains various third-party releases and injunctions which, among other things, release the Participating Parties, including the Parishes, Catholic Entity Parties, and Oceania, from liability relating to Abuse Claims.

If the Plan is confirmed by the Bankruptcy Court, the terms of the Plan, including, without limitation, the releases and injunctions, including the Channeling Injunction and the Supplemental Settled Insurer Injunction set forth in Section XIII of the Plan will be binding on you unless you make an Opt-Out Election or vote to REJECT the Plan. You

will relinquish your rights to a jury trial and alternate recoveries from the Debtor and/or the Participating Parties. For the avoidance of doubt, the terms of the Plan will be binding on you if you fail to submit a Ballot and you will not be deemed an Opt-Out Claimant.

If you do not intend to be bound by and/or do not consent to the third-party releases and injunctions referenced above, you may make an Opt-Out Election by following the directions contained in Item 3 below. By making an Opt-Out Election, you will NOT be bound by the Channeling Injunction and/or any other third-party releases and injunctions contained in the Plan. However, as a result, you will be entitled ONLY to a potential Distribution from the Diocese Contribution described in Section 7.1(a) of the Plan. You will NOT be entitled to any other Distributions, including those contributions made by Catholic Mutual, the Parishes, and Oceania to the Trust.

Please note if you exercise the Opt-Out Election, you will be subject to the Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions described in Section 13.11 of the Plan which will limit your ability to assert or enforce your Opt-Out Claim against any Participating Party and/or Settled Insurer. For the avoidance of doubt, even if you make an Opt-Out Election, the Debtor and Reorganized Debtor will receive a discharge from any and all Claims arising before the Petition Date and you will be barred from pursuing such Claims against the Debtor and Reorganized Debtor.

IN THE EVENT YOU VOTE TO REJECT THE PLAN, YOU WILL BE DEEMED AN OPT-OUT CLAIMANT. The Plan Proponents urge you to sign and return the Abuse Claim Release with your Ballot to the Voting Agent before the Voting Deadline. This will let the Plan Proponents and the Bankruptcy Court know at the confirmation hearing whether all Abuse Claimants have voluntarily consented to the Abuse Claims Release.

Information Regarding the Abuse Claim Release

This document also includes the form of Abuse Claim Release. **Unless you are an Opt-Out Claimant, in order for you to receive a Distribution from the Trust under the Plan, you must sign and return the Abuse Claim Release.** As explained in the Disclosure Statement, this requirement is an essential condition to the global resolution reached as set forth in the Plan and the contribution of the settlement funds to be paid to the Trust.

Specific Instructions for Holders of Late-Filed Abuse Claims and/or Barred Abuse Claims

If your Abuse Claim is a **Barred Abuse Claim** (which means that your Abuse Claim would be barred by Connecticut's statute of limitations for such Claims because the Abuse occurred too long ago, *see* Conn. Gen. Stat. § 52-577d) and/or a **Late-Filed Abuse Claim** (which means that your Proof of Claim was filed with the Court or the Diocese's Claims and Noticing Agent *after* the Claims Bar Date of March 15, 2022), please review these instructions carefully.

As the Holder of a Barred Abuse Claim and/or a Late-Filed Abuse Claim, if you vote in favor of the Plan and do NOT exercise the Opt-Out Election, your Claim shall be

treated and Allowed or Disallowed in accordance with the terms and conditions set forth in the Trust Distribution Plan even if it has been objected to by the Plan Proponents.

Specific Instructions for Completing and Returning Ballot:

The Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement, including all exhibits thereto. **Please read the Plan and the Disclosure Statement carefully before completing the Ballot.**

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned to Omni Agent Solutions, Inc. (the “Voting Agent”) so that it is actually received no later than 5:00 p.m. (Prevailing Eastern Time) on _____, 2024 (the “Voting Deadline”), unless such time is extended by the Bankruptcy Court or the Plan Proponents. If your Ballot is not received by the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Court or Plan Proponents as noted above, your vote will not be counted.

Please use the Ballot to cast your vote to accept or reject the Plan if you hold, as of _____, 2024 (the “Voting Record Date”), an Abuse Claim (other than an Unknown Abuse Claim) against the Diocese that arose before the Petition Date (July 15, 2021).

The Ballot must be delivered to the Voting Agent (i) at an appropriate address as listed below; or (ii) via the Voting Agent’s Voting Upload platform by visiting <https://omniagentsolutions.com/Norwich-Ballots>, scrolling down to the “Submit a Ballot Online” section and following the instructions set forth on the website. Holders are encouraged to submit their Ballots via the Voting Upload platform. If you choose to submit your Ballot via the Voting Upload platform, you should NOT submit your hard copy Ballot as well.

Please choose only one of the following methods of return for your Ballot; these are the only ways to submit your Ballot:

If by Electronic Online Submission:

Please visit <https://omniagentsolutions.com/Norwich-Ballots>. Scroll down to the “Submit a Ballot Online” section of the Diocese’s website and follow the directions to submit your Ballot. If you choose to submit your Ballot via Omni’s Voting Upload system, you should not return a hard copy of your Ballot.

If by Overnight Courier, Hand-Delivery or U.S. Postal Service First Class Mail:

The Norwich Roman Catholic Diocesan Corporation
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367

If you have any questions regarding this document, or need a return envelope or another copy of the Disclosure Statement, the Plan, or this document, please contact the Voting Agent at

by e-mailing NorwichInquiries@OmniAgnt.com. Please be advised that the Voting Agent is not authorized to and will not provide legal advice.

CLASS 4 BALLOT FOR ACCEPTING OR REJECTING PLAN

Item 1. Amount of Claim. For purposes of voting to accept or reject the Plan, the undersigned certifies that as of the Voting Record Date, the undersigned holds a Class 4 Claim against the Diocese. For voting purposes only, each Class 4 Claim is valued at \$1.00. This amount shall have no effect on the amount of any distribution a Class 4 Claim may receive from the Trust or in any other judicial or administrative case, claim or proceeding.

Item 2. Vote on the Plan. Please take note that if you submit this Ballot to the Voting Agent and either: (a) fail to indicate whether you are accepting or rejecting the Plan, or (b) check both boxes indicating that you are both accepting and rejecting the Plan, your ballot will not be counted in determining the acceptance or rejection of the Plan.

The undersigned, a holder of an Abuse Claim other than an Unknown Abuse Claim, votes (check one box only):

<input type="checkbox"/> to ACCEPT the Plan	<input type="checkbox"/> to REJECT the Plan
--	--

Item 3. Opt-Out Election. If you wish to Opt-Out of the third-party releases and injunctions included in the Plan, please check the box below. **IF YOU DECIDE NOT TO CHECK THE BOX BELOW, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASES AND INJUNCTIONS, INCLUDING THE CHANNELING INJUNCTION CONTAINED IN THE PLAN. YOUR DECISION ON THIS ELECTION WILL AFFECT THE AMOUNT OF THE DISTRIBUTION YOU ARE ENTITLED TO UNDER THE PLAN.**

The Holder of the Class 4 Claim Elects to:

☐ Opt-Out of the Third-Party Releases and Injunctions Contained in Section XIII of the Plan.

Item 4. Ballot Certifications and Agreements. By signing this Ballot below, the undersigned certifies to the Bankruptcy Court, the Plan Proponents and the Trustee of the Trust that:

- a. As of the Voting Record Date: (i) the undersigned is the Holder of a Class 4 Claim or (ii) the undersigned is an individual competent to act with a specific, written power of attorney directing such individual to vote to accept or reject the Plan as directed by such individual claimant provided that a copy of the power of attorney is attached to this Class 4 Ballot;
- b. The Holder of the Class 4 Abuse Claim has received a copy of the Disclosure Statement, the Plan and other applicable solicitation materials, and had the opportunity to consult with an attorney regarding their contents; and

- c. The Holder of the Class 4 Claim feely and voluntarily consents to the determination of their Abuse Claim and the Distributions under the Plan based on the allocation protocol provided in the Trust Distribution Plan and that the decisions by the Trustee and the Abuse Claims Reviewer are final and that there is no review of that allocation decision by any court or other party. **I hereby waive my right to a jury trial in the determination of my Abuse Claim for the purpose of the Plan and Distributions under the Plan and against the Reorganized Debtor, the Settled Insurers and Participating Parties.**
- d. The Holder of the Class 4 Claim hereby agrees to provide to the Trustee, and consents to the release to the Trustee by CMS and the Social Security Administration (the "Agencies") and their agents of any information needed by Trustee to comply with reporting and payment obligations arising under the Medicare Secondary Payer Act or Medicare, Medicaid, and SCHIP Extension Act of 2007 relating to his or her Abuse Claim or Distribution from the Trust. The Holder of the Class 4 Claim hereby authorizes the Trustee to request all such information from the Agencies and agrees that the Trustee may withhold from any Distribution otherwise payable the amount of any payment that the Trustee calculates is owed or potentially owed to the Agencies under the MSPA relating to such Distribution.

Print or Type Name: _____

Signature: _____

Name and Title of Signatory: _____

(if different than the Claimant)

Address: _____

Telephone Number: _____

Date Completed: _____

SELECT PROVISIONS OF THE PLAN

13.6. Channeling Injunction Preventing Prosecution of Channeled Claims against Participating Parties and Settled Insurer Parties.

- (a) **Applicability.** This Section 13.6 is only applicable to Participating Parties and Settled Insurer Parties and is effective on and after the Effective Date.
- (b) **In consideration of the undertakings of the Participating Parties and Settled Insurer Parties, pursuant to the Plan and their respective settlements with the Debtor or the Trustee, the funding of the Trust, other consideration, and to further preserve and promote the agreements between and among the Participating Parties, Settled Insurer Parties and the Debtor or the Trustee, and the protections afforded the Participating Parties and Settled Insurer Parties, and pursuant, *inter alia*, to §§ 105, 363, 524, 1123 and 1141 of the Bankruptcy Code and subject to the provisions of the Plan and except as otherwise provided in the Plan:**
 - 1. Any and all Channeled Claims (other than Unknown Abuse Claims and their associated Related Insurance Claims) are channeled into the Trust and Unknown Abuse Claims and their associated Related Insurance Claims are channeled to the Unknown Abuse Claims Trust.**
 - 2. All Persons that have held or asserted, hold or assert, or may hold or assert, any Channeled Claim (including all debt Holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Abuse Claimants, other Insurers, and all others holding Claims of any kind or nature whatsoever) are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim, including:**
 - (i) **Commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any Participating Party, any Settled Insurer Party, and any such person's respective predecessors, successors, and assigns, or their respective employees, officers, and directors, or against the property of any Participating Party or Settled Insurer Party;**
 - (ii) **Enforcing, attaching, collecting or recovering, by any manner or means, from any Participating Party or Settled Insurer Party or from the property of any Participating Party or Settled Insurer Party, with respect to any such Channeled Claim, any judgment, award, decree, or order against any Participating Party or Settled Insurer Party;**

- (iii) **Creating, perfecting or enforcing any Lien of any kind against any Participating Party, or settled insurer party or the property of any Participating Party or Settled Insurer Party with respect to any such Channeled Claim (except as provided in the Plan); and**
- (iv) **Asserting, implementing or effectuating any Channeled Claim of any kind against: (1) any obligation due any Participating Party or Settled Insurer Party; (2) any Participating Party or Settled Insurer Party; or (3) the property of any Participating Party or Settled Insurer Party with respect to any such Channeled Claim.**

13.9. Supplemental Settled Insurer Injunction.

On and after the Effective Date, in consideration of the undertakings of the Settled Insurer Parties (including, but not limited to, the undertakings of Catholic Mutual pursuant to the Catholic Mutual Settlement Agreement and specifically including, without limitation, Catholic Mutual's purchase of the Sold Certificates free and clear of all Liens, Claims and interests pursuant to §§ 363(f) and 1123 of the Bankruptcy Code), pursuant to their respective settlements with the Debtor or the Trustee, the funding of the Trust, other consideration, and to further preserve and promote the agreements between and among the Settled Insurer Parties and the Debtor or the Trustee, and the protections afforded the Settled Insurer Parties, and pursuant to §§ 105, 363 and 1123 of the Bankruptcy Code, and except as otherwise provided in the Plan, including, but not limited to Sections 9.4 and 9.5, any and all Persons (including, without limitation, all debt Holders, all equity Holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, abuse claim Holders, other insurers, and all others holding Claims or interests) are permanently enjoined and barred from asserting against a Settled Insurer Party any Claim (other than an Opt-Out Abuse Claim) or interest of any kind or nature whatsoever arising from or relating in any way to (i) any Channeled Claim or (ii) any of the Settled Insurer Policies (including, but not limited to, the Catholic Mutual Certificates) or (iii) any and all other Claims relating to the payment of any of the claims identified in clauses (i) and (ii) which, directly or indirectly, relate to any and all Settled Insurer Policies (including, but not limited to, any and all Catholic Mutual Certificates) or any Abuse Claims that are covered or may be covered under the Settled Insurer Policies (including, but not limited to, the Catholic Mutual Certificates), or (v) any released Catholic Mutual Claims, including from:

(a) **Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Settled Insurer Party or the property of the Settled Insurer Party;**

(b) **Enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Settled Insurer Party or the property of the Settled Insurer Party;**

(c) **Creating, perfecting, or enforcing, or seeking to do any of the preceding, any Lien of any kind against the Settled Insurer Party or the property of the Settled Insurer Party;**

(d) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Settled Insurer Party or the property of the Settled Insurer Party; and

(e) Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

This Supplemental Settled Insurer Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the Supplemental Settled Insurer Injunction shall be in addition to channeling of the Channeled Claims as provided in this Section 13.9 and shall inure to the benefit of the Settled Insurer Parties (including the Catholic Mutual Parties). In a successful action to enforce the injunctive provisions of this Section 13.9 in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

This Supplemental Settled Insurer Injunction will be effective with respect to any Settled Insurer Party only as of the date that the Trust receives the settlement amount required by such Settled Insurer Party's Settlement Agreement and the Plan. Nothing in this Supplemental Settled Insurer Injunction shall limit, or be deemed or otherwise interpreted to limit, the scope of the Discharge or Channeling Injunction in favor of the Participating Parties or to limit the Preserved Coverage. The foregoing injunctive provisions are an integral part of the Plan and are essential to its implementation.

13.10. Term of Injunctions or Stays and Confirmation of Settlements with Participating Parties and Settled Insurer Parties.

All injunctions and/or stays provided for in the Plan, the injunctive provisions of §§ 524 and 1141 of the Bankruptcy Code, and all injunctions or stays protecting the Participating Parties and the Settled Insurer Parties that has purchased its insurance policy or policies in a §§ 363(f) and 1123 sale, entered pursuant to a Non-Appealable Order, are permanent and will remain in full force and effect on and after the Effective Date and are not subject to being vacated or modified. Debtor's Settlement Agreements, if any, with the Settled Insurer Parties, and the Participating Parties previously authorized by the Bankruptcy Court prior to the Confirmation Date, if any, are hereby affirmed and any obligations of Debtor with respect to such Settlement Agreements are excepted from the Debtor's discharge and shall be assumed by the Reorganized Debtor and Trustee, as applicable, on the Effective Date.

13.11. Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions.

Effective immediately upon the Confirmation Date, all Opt-Out Claimants are temporarily enjoined and barred from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce their Opt-Out Abuse Claim against any Participating Party and/or Settled Insurer for the lesser of (a) one (1) year after the Effective Date or (b) the conclusion of the claims management activities in subsections 1 through 3 below, during which period no Opt-Out Claimant can take any action for the

purposes of asserting, enforcing or attempting to assert or enforce the Abuse Claim against any Participating Party and/or Settled Insurer unless and until:

- 1. the Abuse Claims Reviewer has evaluated and assigned the Opt-Out Abuse Claim a value pursuant to the Trust Distribution Plan;**
- 2. the Opt-Out Claimant has consulted with the Reorganized Debtor, Trustee, and Unknown Abuse Claims Trustee to assess whether their Opt-Out Abuse Claim is a Barred Abuse Claim or Late-Filed Abuse Claim, subject to objection and/or Disallowance; and**
- 3. if, after notifying and consulting with the appropriate parties in Section 13.11(2), if the Opt-Out Abuse Claim has not been resolved, the Opt-Out Claimant, by motion, and after notice and hearing, must obtain an order by the Bankruptcy Court that finds (i) the Opt-Out Abuse Claim represents a colorable claim of any kind against the applicable Participating Party or Settled Insurer, and (ii) specifically authorizes such Opt-Out Claimant to bring its Opt-Out Abuse Claim against the applicable Protected Party or Settled Insurer. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether any Opt-Out Abuse Claim is colorable and, only to the extent legally permissible, have jurisdiction to adjudicate the underlying colorable Opt-Out Claim. For the avoidance of doubt, nothing in this Section 13.11 of the Plan is intended to limit the Discharge of the Debtor under Section 13.1 of the Plan, Exculpations as set forth in Section 13.4 of the Plan, or the releases and injunctions in Sections 13.12, 13.13, and 13.14 of the Plan.**

13.12. Release of Avoidance Rights against Participating Parties and Settled Insurer Parties.

On and after the Effective Date, all avoidance rights, including those arising under §§ 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code, against each of the Participating Parties and Settled Insurer Parties and the Debtor and Reorganized Debtor shall be deemed settled, compromised, and released by the Plan.

ABUSE CLAIM RELEASE

This Abuse Claim Release (this “Release”) is executed this ____ day of _____, 2024, by _____ in connection with the *Joint Chapter 11 Plan of Reorganization* [Docket No. [●]] (the “Plan”) filed by The Norwich Roman Catholic Diocesan Corporation (the “Diocese”), Catholic Mutual Relief Society of America and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut in the Diocese’s Bankruptcy Case pending before the United States Bankruptcy Court for the District of Connecticut (the “Bankruptcy Court”), which is case number 21-20687 (JJT) (the “Bankruptcy Case”).

**TO BE ENTITLED TO RECEIVE ANY DISTRIBUTION UNDER THE PLAN,
YOU MUST SIGN AND RETURN THIS RELEASE**

1. All capitalized terms in this Release are defined in the Plan and have the meanings in the Plan and shall be interpreted in accordance with the terms of the Plan.

2. After having received and had the opportunity to review a copy of the Disclosure Statement, the Plan, this Ballot and Abuse Claim Release, and each of the exhibits and schedules of the foregoing documents, and to consult with counsel of my choice regarding those documents, and fully understanding that I may choose not to sign this Release, I freely and voluntarily enter into this Release. To the extent that I previously acted to become an Opt-Out Claimant, I have reconsidered that decision and hereby freely and voluntarily withdraw that action so that I am no longer an Opt-Out Claimant.

3. In consideration of the treatment under the Plan and the associated Trust agreement and distribution procedures, and other valuable consideration, and subject to the express limitations and exceptions set forth in the Plan, I, for myself and my heirs, successors, assigns, agents, and representatives fully, finally, and completely release, remise, acquit, and forever discharge the Participating Parties and Settled Insurer Parties (including the Catholic Mutual Parties) from any and all (i) Abuse Claims; (ii) Abuse Related Contribution Claims; (iii) Direct Action Claims; (iv) Related Insurance Claims; and (v) Claims that relate, directly or indirectly, to the Settled Insurer Policies (including the Catholic Mutual Certificates) (collectively, the “Released Claims”). The definition of each type Released Claim identified in the preceding sentence is set forth in Section I of the Plan and Schedule 1 appended to this Release. The Participating Parties and Settled Insurer Parties are specifically identified in Schedule 2 appended to this Release.

4. With respect to any and all Released Claims, I covenant:

- (i) not to sue or seek recovery or relief of any kind from the Participating Parties or the Settled Insurer Parties (including the Catholic Mutual Parties);
- (ii) forever and irrevocably to discharge that fraction, portion or percentage of damages I claim to have suffered in connection with the Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Participating Party with respect to Released Claims;

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

5. I freely and voluntarily consent to, and agree to be bound by, the exculpations and injunctions set forth in the Plan, including those exculpations and injunctions contained in Section XIII of the Plan for the benefit of the Participating Parties and the Settled Insurer Parties (including the Catholic Mutual Parties).

6. I represent and warrant that I have not assigned or otherwise transferred any interest in my Released Claims.

7. This Release will be effective and binding on and after the Effective Date of the Plan, upon which is conditioned.

By signing this Release, I make the certifications herein and agree to the other terms herein and further certify all of the foregoing under the penalty of perjury.

TO BE COMPLETED BY THE ABUSE CLAIMANT:

Print or Type Name: _____

Signature: _____

Address: _____

Telephone Number: _____

Date Completed: _____

Schedule 1

Definitions of Terms Incorporated from Plan

The following definitions contained in the Plan are incorporated into the Abuse Claim Release. Please refer to the Plan for the definitions of terms contained within the following defined terms.

- (i) “Abuse” means any actual or alleged (i) sexual conduct, misconduct, abuse, or molestation as defined in any statute or common law; (ii) indecent assault or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm; (iii) contacts or interactions of a sexual nature; or (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, intimidation, or misconduct, or as such term is otherwise defined at <https://portal.ct.gov/DCF/1-DCF/Child-Abuse-and-Neglect-Definitions>. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the Person.
- (ii) “Abuse Claim” means any Claim, including, but not limited to, any Late-Filed Abuse Claim or any Unknown Abuse Claim, against the Debtor or against any Participating Party for which the Debtor’s conduct is a legal cause or a legally relevant factor, resulting or arising in whole or in part, directly or indirectly, from Abuse the first occurrence of which against such Abuse Claimant was committed by any Person before the Effective Date, and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Debtor, a Participating Party or any other Person, regardless of whether such Abuse Claim has been asserted prior to the Effective Date. “Abuse Claim” does not include any Related Insurance Claims or Medicare Claims.
- (iii) “Abuse Related Contribution Claim” means any Person’s Claim against any other Person for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, arising because of such Person has paid or defended against any Abuse Claim including but not limited to a joint tortfeasor or the like. To avoid doubt, an Abuse Related Contribution Claim is not an Abuse Claim.
- (iv) “Catholic Mutual Certificates” means all binders, certificates, or other evidence of coverage issued or allegedly issued by Catholic Mutual to the Diocese and certain other Persons including, at various times, the Catholic Entities. All Catholic Mutual Certificates are identified in Exhibit C appended hereto.
- (v) “Catholic Mutual Parties” means Catholic Mutual and, solely in the capacity as such, (i) each of its past and present parents, subsidiaries, Affiliates, holding companies, merged companies, related companies, reinsurers, retrocessionaires and divisions; (ii) each of the foregoing Persons’ respective past and present, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators in their

capacity as such; and (iii) each of the foregoing Person's respective predecessors, heirs, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them. A "Catholic Mutual Party" does not include a Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party.

- (vi) "Channeled Claim" means any Abuse Claim and/or any Claim, excluding Opt-Out Abuse Claims, against a Participating Party or any Settled Insurer Party arising from, in connection with, or related to an Abuse Claim, or any of the Settled Insurer Policies, including Related Insurance Claim; provided, however, that a "Channeled Claim" does not include any Abuse Claim of an Opt-Out Claimant or (ii) of any Abuse Claimant against: (A) any Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party; (B) any religious order, diocese or archdiocese other than Participating Parties.
- (vii) "Claim" shall have the meaning as that term is defined in § 101(5) of the Bankruptcy Code, and regardless of the application of any statute of limitations defense.
- (viii) "Direct Action Claims" means the same as "Abuse Claims," except that they are asserted against any Settled Insurer Party, instead of any Participating Party or the Trust, for the recovery of insurance proceeds.
- (ix) "Opt-Out" means the right of each Abuse Claimant to opt out of the third-party releases, Channeling Injunction, and any other third-party injunctions applicable to Channeled Claims contained in Sections 13.6 through 13.10 of the Plan in accordance with the Opt-Out Election set forth in the Class 4 Ballot and the Class 5 Ballot.
- (x) "Opt-Out Claimant" means (a) Abuse Claimants holding Abuse Claims in Class 4 who timely and properly Opt-Out in accordance with the Opt-Out Election with respect to such Abuse Claims and (b) the Unknown Abuse Claims Representative, for and on behalf of Abuse Claimants holding Unknown Abuse Claims who timely and properly Opt-Out in accordance with the Opt-Out Election.
- (xi) "Opt-Out Claimants' Temporary Injunction and Gate Keeping Provisions" shall mean the provisions in Section 13.11 of the Plan.
- (xii) "Opt-Out Election" means the election in the Class 4 Ballot and Class 5 Ballot whereby an Abuse Claimant holding an Abuse Claim, or the Unknown Abuse Claims Representative for and on behalf of Abuse Claimants holding Unknown Abuse Claims, may Opt-Out of the third-party releases and injunctions applicable to Channeled Claims contained in Sections 13.6 through 13.10 herein and as restated on the Class 4 Ballot and Class 5 Ballot; provided, however, Opt-Out Claimants may revoke their Opt-Out Election by executing the Abuse Claim Release within six months of the Effective Date. The Plan Proponents may extend the six-month period through and until the expiration of the Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions, as provided in Section 13.11 of the Plan.
- (xiii) "Participating Party" means any Person providing consideration in exchange for: (a) the release of any Abuse Related Contribution Claim by the Debtor against such Participating Party; (b) the benefit of the Channeling Injunction; and/or (c) any other benefits for Participating Parties under the Plan. For clarity, the Persons listed on

- Exhibit F, as may be amended from time to time—including, but not limited to, the Diocese Parties, the Catholic Entity Parties, the ACA, Xavier and Oceania—are Participating Parties, and (i) each of their respective past and present, subsidiaries, Affiliates, holding companies, merged companies, related companies and divisions; (ii) each of the foregoing Persons’ respective past and present, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives in their capacity as such; and (iii) each of the foregoing Person’s respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them. Upon the consent of the Trustee, at his sole and absolute discretion, a Person may become a Participating Party after the Effective Date if the Bankruptcy Court approves the agreement between the Person and the Trustee under its retained jurisdiction. Upon the Bankruptcy Court’s final approval of such an agreement, Exhibit F will be amended by the Trustee to include such Person. For the avoidance of doubt, Participating Party does not include any Settled Insurer Parties, or any Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party.
- (xiv) “Related Insurance Claim” means (i) any Claim against any Settled Insurer for defense, indemnity, reimbursement, contribution, subrogation, or similar relief that, directly or indirectly, relates to an Abuse Claim; (ii) any Extra-Contractual Claim that, directly or indirectly, relates to any Abuse Claim; (iii) any Direct Action Claim; (iv) any Medicare Claim; and (v) any Abuse Related Contribution Claim.
- (xv) “Settled Insurer Parties” means each and every Settled Insurer and, solely in the capacity as such, (i) each of its past and present parents, subsidiaries, Affiliates, holding companies, merged companies, related companies, reinsurers, retrocessionaires, and divisions; (ii) each of the foregoing Persons’ respective past and present, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators in their capacity as such; and (iii) each of the foregoing Person’s respective predecessors, heirs, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them. A “Settled Insurer Party” does not include a Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party.
- (xvi) “Settled Insurer Policies” means, collectively, all Insurance Policies that are the subject of an Insurance Settlement Agreement(s) with the Settled Insurers.

Schedule 2

A. Participating Parties

ACA¹

Catholic Entity Parties (as identified on **Exhibit D** annexed to the Plan, including but not limited to St. Bernard, Mercy, and Mount St. John Parties)

Diocese Parties

Oceania

Xavier

Parishes (as defined in the Plan and as identified herein):

1. All Saints' Church, of Somersville (Parish Name: All Saints Parish, Somersville)
2. Blessed Sacrament Parish (Parish Name: Blessed Sacrament Parish) (Individually, and d/b/a St. Bernard School, Rockville, and as successor to (i) St. Bernard's Society Rockville Connecticut; and (ii) The Saint Matthew Church Corporation)
3. Corporation of the Sacred Heart of Jesus, Taftville, Connecticut. (Parish Name: Sacred Heart Parish, Taftville) (Individually, and d/b/a Sacred Heart School, Taftville)
4. Corpus Christi Catholic Parish (Parish Name: Corpus Christi Catholic Parish) (Individually, and d/b/a St. Mary School-St. Joseph School and d/b/a St. Joseph Cemetery, Willimantic, and as successor to (i) Sagrado Corazon de Jesus, Inc., of Windham; (ii) St. Joseph's Cath. Congregation, Willimantic, Connecticut; and (iii) The Roman Catholic Church of St. Mary)
5. Our Lady of Lourdes of Hampton, Connecticut (Parish Name: Our Lady of Lourdes, Hampton)
6. Our Lady of Mercy Parish (Parish Name: Our Lady of Mercy Parish, Durham) (Individually, and as successor to (i) The Saint Colman Church Corporation; and (ii) The Notre Dame Church Corporation)
7. Our Lady Queen of Peace Parish (Parish Name: Our Lady Queen of Peace Parish) (Individually, and as successor to (i) The St. Mary's Church Corporation of South Coventry; (ii) The St. Thomas Aquinas Chapel Corporation; and (iii) St. John Berchmans Catholic Society Connecticut)

¹ Any capitalized terms not expressly defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan of Reorganization* [Docket No. [●]].

8. Saint Mary's Church Portland Connecticut (Parish Name: St. Mary Parish, Portland)
9. St. Andre Bessette Parish (Parish Name: St. Andre Bessette Parish) (Individually, and d/b/a St. John School, Plainfield and All Hallows School, and as successor to (i) St. Augustine Church Corporation, Town of Canterbury; (ii) All Hallows' Church, Moosup, Connecticut; and (iii) The St. John's Church of Plainfield)
10. St. Andrew's Catholic Church, Colchester, Connecticut (Parish Name: Guardian Angels Parish) (Individually, and as successor to Saint Francis of Assisi Church Corporation of Lebanon)
11. St. Anne's Catholic Church Corporation. (Parish Name: St. Anne, Griswold/Glasgo)
12. St. Edward's Catholic Society, Stafford Springs Connecticut (Parish Name: St. Edward, Stafford Springs) (Individually, and d/b/a St. Edward School, Stafford Spring)
13. St. James Catholic Church of Danielsonville Connecticut (Parish Name: St. James, Danielson) (Individually, and d/b/a St. James School, Danielson and St. Joseph Cemetery, Dayville)
14. St. John's Corporation, of Cromwell Connecticut (Parish Name: St. John, Cromwell)
15. St. John's Roman Catholic Church, Montville, Connecticut (Parish Name: Divine Mercy Parish) (Individually, and as successor to (i) The Our Lady of the Lakes Church Corporation; and (ii) The Church of Our Lady of Perpetual Help)
16. St. Joseph Catholic Society Connecticut (Parish Name: St. Joseph, Occum)
17. St. Lawrence Church Corporation of Killingworth. (Parish Name: St. Lawrence, Killingworth)
18. St. Mary's Catholic Church, Sprague, Connecticut (Parish Name: St. Mary, Baltic) (Individually, and d/b/a St. Mary Immaculate Conception, Baltic; and St. Joseph School, Baltic)
19. St. Mary's Church Corporation, Connecticut (1); St. Mary's Parish Connecticut (2) (Parish Name: St. Mary's, Norwich)
20. St. Mary's Society (Parish Name: St. Mary, Clinton) (Individually, and d/b/a St. Mary Cemetery, Clinton)
21. St. Michael's Church, Pawcatuck Connecticut (Parish Name: St. Michael Parish, Pawcatuck) (Individually, and d/b/a St. Michael School, Pawcatuck, and as

- successor to (i) St. Mary's Church Stonington Connecticut; and (ii) St. Thomas More Church)
22. St. Patrick's Church Corporation of Norwich Connecticut (Parish Name: St. Patrick Cathedral, Norwich) (Individually, and d/b/a St. Patrick School, Norwich)
 23. St. Patrick's Church, Mystic Bridge Connecticut (Parish Name: St. Patrick, Mystic)
 24. St. Patricks Church, East Hampton Connecticut (Parish Name: St. John Paul II Parish) (Individually, and as successor to St. Bridgets Church Corporation of Moodus, Connecticut)
 25. St. Philip's Church Corporation of Warrenville (Parish Name: St. Philip, Warrenville)
 26. St. Pio Parish (Parish Name: St. Pio Parish) (Individually, and d/b/a St. John School, Saybrook, and as successor to (i) St. John's Church Corporation, Saybrook, Connecticut; and (ii) St. Mark's Roman Catholic Church Corporation)
 27. St. Teresa of Calcutta Parish (Parish Name: St. Teresa of Calcutta Parish, Essex) (Individually, and d/b/a St. Joseph Church, Essex, and as successor to (i) Our Lady of Sorrows Corporation, Essex Connecticut; and (ii) St. Joseph's Church Corporation of Chester, Connecticut)
 28. St. Therese of Lisieux (Parish Name: St. Therese of Lisieux, Putnam) (Individually, and d/b/a St. Joseph School, N. Grosvenor Dale, and as successor to (i) St. Joseph's Catholic Society, Grosvenor Dale Connecticut; (ii) St. Stephen's Church, Quinebaug Connecticut; (iii) The Most Holy Trinity Church; and (iv) St. Mary's Church Putnam Connecticut)
 29. St. Thomas' Corporation of Voluntown, Connecticut (Parish Name: St. Thomas, Voluntown) (Individually, and d/b/a St. Anne Mission, Glasgo and St. Thomas Cemetery, Voluntown)
 30. The Church of Christ the King, Old Lyme, Incorporated (Parish Name: Christ the King, Old Lyme)
 31. The Church of Saint Sebastian, Middletown (Parish Name: St. Sebastian, Middletown) (Individually, and d/b/a St. Sebastian Cemetery, Middletown)
 32. The Church of St. Francis of Assisi (Parish Name: St. Francis, Middletown)
 33. The Our Lady of LaSalette Church Corporation (Parish Name: Our Lady of LaSalette, Brooklyn)
 34. The Our Lady of Lourdes Corporation (Parish Name: Our Lady of Lourdes, Gales Ferry)

35. The Polish Roman Catholic Church of St. Mary's of Czenstochowa (Parish Name: St. Mary, Middletown)
36. The Roman Catholic Church of Jewett City, Connecticut (Parish Name: St. Mary Parish, Jewett City) (Individually, and d/b/a St. Mary School, Jewett City and St. Mary Cemetery, Jewett City)
37. The Roman Catholic Church of Our Lady of Grace, at Fishers Island, in the County of Suffolk in the State of New York (Parish Name: St. Brendan the Navigator)
38. The Sacred Heart Church Corporation (Parish Name: Sacred Heart, Groton) (Individually, and d/b/a Sacred Heart School, Groton)
39. The Sacred Heart Church of Norwich Connecticut (Parish Name: Sacred Heart, Norwich) (Individually, and d/b/a St. John Mission, Fitchville)
40. The Saint Catherine of Siena Church Corporation (Parish Name: St. Catherine, Preston)
41. The Saint Columba Church Corporation (Parish Name: The Good Shepherd Parish) (Individually, and as successor to Church of the Holy Family of Hebron Incorporated)
42. The Saint John's Church Corporation, Middletown Connecticut (Parish Name: St. John, Middletown) (Individually, and d/b/a St. John School, Middletown)
43. The Saint Mary Church Corporation (Parish Name: St. Mary, Groton)
44. The Saint Peter Church Corporation (1); The Roman Catholic Church of St. Peter (2) (Parish Name: St. Peter Parish, Higganum)
45. The Saint Pius X Church Corporation (Parish Name: St. Pius X, Middletown)
46. The SS. Peter and Paul Church Corporation (Parish Name: SS Peter & Paul, Norwich)
47. The St. Agnes Church Corporation (Parish Name: St. Agnes, Niantic) (Individually, and d/b/a St. Francis Chapel, Crescent Beach)
48. The St. Joseph's Church of Rockville (Parish Name: St. Joseph, Rockville) (Individually, and d/b/a St. Joseph School, Rockville)
49. The St. Joseph's Polish Roman Catholic Congregation (Parish Name: St. Joseph, Norwich)
50. The St. Josephs Church Corporation of New London (Parish Name: St. Brendan the Navigator) (Individually, and d/b/a St. Joseph School, New London; and d/b/a

St. Mary Star of the Sea School, New London, and as successor to (i) St. Mary's Roman Catholic Church Corp.; and (ii) The St. Paul Catholic Church Corporation)

51. The St. Luke's Roman Catholic Church Corporation (Parish Name: St. Luke, Ellington)

52. The St. Matthias' Church Corporation (Parish Name: St. Matthias, East Lyme)

53. The St. Maurice Church Corporation (Parish Name: St. Maurice, Bolton)

B. Settled Insurer Parties

Catholic Mutual Parties

Schedule 2-3

Form of Class 5 Ballot

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

CLASS 5 BALLOT, CERTIFICATION, AND ABUSE CLAIM RELEASE

The Ballot included with this document is provided to you to solicit your vote to accept or reject the Joint Chapter 11 Plan of Reorganization (the “Plan”). All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan.

Please note that all information you provide in this document will be treated as confidential pursuant to the Bankruptcy Court’s order. Only parties authorized by the Bankruptcy Court’s order will be permitted to review the information that you provide.

The Bankruptcy Court has approved the Disclosure Statement for the Joint Chapter 11 Plan (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. The Bankruptcy Court’s approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. **You should review the Disclosure Statement and the Plan in their entirety before you vote your Ballot.**

Copies of the Disclosure Statement and Plan have been provided to you with this document and will also be on file with the Clerk of the Bankruptcy Court for review during normal business hours (a fee may be charged) and are also available free of charge on the website maintained by the Diocese’s claims agent at <https://omniagentsolutions.com/Norwich>.

Important Information Regarding the Opt-Out Election

As more fully described in the Plan and Disclosure Statement, the Plan contains various third-party releases and injunctions which, among other things, release the Participating Parties, including the Parishes, Catholic Entity Parties, and Oceania, from liability relating to Abuse Claims.

If you do not intend to bind Unknown Abuse Claimants to the third-party releases and injunctions referenced above, you may make an Opt-Out Election by following the directions contained in Item 3 below. By making an Opt-Out Election, Unknown Abuse Claimants will NOT be bound by the Channeling Injunction and/or any other third-party releases and injunctions contained in the Plan.

For the avoidance of doubt, even if you make an Opt-Out Election, the Debtor and Reorganized Debtor will receive a discharge from any and all Claims arising before the Petition Date and Unknown Abuse Claimants will be barred from pursuing such Claims against the Debtor and Reorganized Debtor.

Information Regarding the Abuse Claim Release

This document also includes the form of Abuse Claim Release. **Unless you are an Opt-Out Claimant, in order for you to receive a Distribution from the Unknown Abuse Claims Trust under the Plan, you must sign and return the Abuse Claim Release.** As explained in the Disclosure Statement, this requirement is an essential condition to the global resolution reached as set forth in the Plan and the contribution of the settlement funds to be paid to the Trust.

If the Plan is confirmed by the Bankruptcy Court, the terms of the Plan, including, without limitation, the Exculpation and Limitation of Liability, Channeling Injunction and the Supplemental Settled Insurer Injunction set forth in Section XIII of the Plan will be binding on Unknown Abuse Claimants whether or not the Plan is accepted or rejected.

Specific Instructions for Completing and Returning Ballot:

The Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement, including all exhibits thereto. **Please read the Plan and the Disclosure Statement carefully before completing the Ballot.**

In order for your vote to be counted, the Ballot must be properly completed, signed, and returned to Omni Agent Solutions, Inc. (the “Voting Agent”) so that it is actually received no later than 5:00 p.m. (Prevailing Eastern Time) on _____, 2024 (the “Voting Deadline”), unless such time is extended by the Bankruptcy Court or the Plan Proponents. If your Ballot is not received by the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Court or Plan Proponents as noted above, your vote will not be counted.

Please use the Ballot to cast your vote to accept or reject the Plan if you hold, as of _____, 2024 (the “Voting Record Date”), an Unknown Abuse Claim against the Diocese.

The Ballot must be delivered to the Voting Agent (i) at an appropriate address as listed below; or (ii) via the Voting Agent’s Voting Upload platform by visiting <https://omniagentsolutions.com/Norwich-Ballots>, scrolling down to the “Submit a Ballot Online” section and following the instructions set forth on the website. Holders are encouraged to submit their Ballots via the Voting Upload platform. If you choose to submit your Ballot via the Voting Upload platform, you should NOT submit your hard copy Ballot as well.

Please choose only one of the following methods of return for your Ballot; these are the only ways to submit your Ballot:

If by Electronic Online Submission:

Please visit <https://omniagentsolutions.com/Norwich-Ballots>. Scroll down to the “Submit a Ballot Online” section of the Diocese’s website and follow the directions to submit your Ballot. If you choose to submit your Ballot via Omni’s Voting Upload system, you should not return a hard copy of your Ballot.

If by Overnight Courier, Hand-Delivery or U.S. Postal Service First Class Mail:

The Norwich Roman Catholic Diocesan Corporation
c/o Omni Agent Solutions, Inc.
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367

If you have any questions regarding this document, or need a return envelope or another copy of the Disclosure Statement, the Plan, or this document, please contact the Voting Agent at by e-mailing NorwichInquiries@OmniAgnt.com. Please be advised that the Voting Agent is not authorized to and will not provide legal advice.

CLASS 5 BALLOT FOR ACCEPTING OR REJECTING PLAN

Item 1. Amount of Claim. Pursuant to the Disclosure Statement and the Plan, for voting purposes only, the Class 5 Claim is valued at \$1.00. This amount shall have no effect on the amount of any distribution a Class 5 Claim may receive from the Unknown Abuse Claims Trust or in any other judicial or administrative case, claim or proceeding.

Item 2. Vote on the Plan. Please take note that if you submit this Ballot to the Voting Agent and either: (a) fail to indicate whether you are accepting or rejecting the Plan, or (b) check both boxes indicating that you are both accepting and rejecting the Plan, your ballot will not be counted in determining the acceptance or rejection of the Plan.

The undersigned, a holder of an Unknown Abuse Claim, votes (check one box only):

<input type="checkbox"/> to ACCEPT the Plan	<input type="checkbox"/> to REJECT the Plan
--	--

Item 3. Opt-Out Election. If you wish to Opt-Out of the third-party releases and injunctions included in the Plan, for and on behalf of the Unknown Abuse Claimants, please check the box below. **IF YOU DECIDE NOT TO CHECK THE BOX BELOW, UNKNOWN ABUSE CLAIMANTS WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASES AND INJUNCTIONS, INCLUDING THE CHANNELING INJUNCTION CONTAINED IN THE PLAN.**

The Unknown Abuse Claims Representative Elects to:

☐ Opt-Out of the Third-Party Releases and Injunctions Contained in Section XIII of the Plan.

Item 4. Ballot Certifications and Agreements. By signing this Ballot below, the undersigned certifies to the Bankruptcy Court, the Plan Proponents and the Unknown Abuse Claims Trustee of the Unknown Abuse Claims Trust that:

a. As of the Voting Record Date, the undersigned is:

The Unknown Abuse Claims Representative entitled to vote on behalf of all Class 5 Claimants.

b. The undersigned has received a copy of the Disclosure Statement, the Plan and other applicable solicitation materials, and had the opportunity to consult with an attorney regarding their contents, if necessary.

Print or Type Name: _____

Signature: _____

Name and Title of Signatory: _____

Address: _____

Telephone Number: _____

Date Completed: _____

SELECT PROVISIONS OF THE PLAN

13.6. Channeling Injunction Preventing Prosecution of Channeled Claims against Participating Parties and Settled Insurer Parties.

- (a) **Applicability.** This Section 13.6 is only applicable to Participating Parties and Settled Insurer Parties and is effective on and after the Effective Date.
- (b) **In consideration of the undertakings of the Participating Parties and Settled Insurer Parties, pursuant to the Plan and their respective settlements with the Debtor or the Trustee, the funding of the Trust, other consideration, and to further preserve and promote the agreements between and among the Participating Parties, Settled Insurer Parties and the Debtor or the Trustee, and the protections afforded the Participating Parties and Settled Insurer Parties, and pursuant, *inter alia*, to §§ 105, 363, 524, 1123 and 1141 of the Bankruptcy Code and subject to the provisions of the Plan and except as otherwise provided in the Plan:**
 - 1. Any and all Channeled Claims (other than Unknown Abuse Claims and their associated Related Insurance Claims) are channeled into the Trust and Unknown Abuse Claims and their associated Related Insurance Claims are channeled to the Unknown Abuse Claims Trust.**
 - 2. All Persons that have held or asserted, hold or assert, or may hold or assert, any Channeled Claim (including all debt Holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Abuse Claimants, other Insurers, and all others holding Claims of any kind or nature whatsoever) are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim, including:**
 - (i) **Commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any Participating Party, any Settled Insurer Party, and any such person's respective predecessors, successors, and assigns, or their respective employees, officers, and directors, or against the property of any Participating Party or Settled Insurer Party;**
 - (ii) **Enforcing, attaching, collecting or recovering, by any manner or means, from any Participating Party or Settled Insurer Party or from the property of any Participating Party or Settled Insurer Party, with respect to any such Channeled Claim, any judgment, award, decree, or order against any Participating Party or Settled Insurer Party;**

- (iii) **Creating, perfecting or enforcing any Lien of any kind against any Participating Party, or settled insurer party or the property of any Participating Party or Settled Insurer Party with respect to any such Channeled Claim (except as provided in the Plan); and**
- (iv) **Asserting, implementing or effectuating any Channeled Claim of any kind against: (1) any obligation due any Participating Party or Settled Insurer Party; (2) any Participating Party or Settled Insurer Party; or (3) the property of any Participating Party or Settled Insurer Party with respect to any such Channeled Claim.**

13.9. Supplemental Settled Insurer Injunction.

On and after the Effective Date, in consideration of the undertakings of the Settled Insurer Parties (including, but not limited to, the undertakings of Catholic Mutual pursuant to the Catholic Mutual Settlement Agreement and specifically including, without limitation, Catholic Mutual's purchase of the Sold Certificates free and clear of all Liens, Claims and interests pursuant to §§ 363(f) and 1123 of the Bankruptcy Code), pursuant to their respective settlements with the Debtor or the Trustee, the funding of the Trust, other consideration, and to further preserve and promote the agreements between and among the Settled Insurer Parties and the Debtor or the Trustee, and the protections afforded the Settled Insurer Parties, and pursuant to §§ 105, 363 and 1123 of the Bankruptcy Code, and except as otherwise provided in the Plan, including, but not limited to Sections 9.4 and 9.5, any and all Persons (including, without limitation, all debt Holders, all equity Holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, abuse claim Holders, other insurers, and all others holding Claims or interests) are permanently enjoined and barred from asserting against a Settled Insurer Party any Claim (other than an Opt-Out Abuse Claim) or interest of any kind or nature whatsoever arising from or relating in any way to (i) any Channeled Claim or (ii) any of the Settled Insurer Policies (including, but not limited to, the Catholic Mutual Certificates) or (iii) any and all other Claims relating to the payment of any of the claims identified in clauses (i) and (ii) which, directly or indirectly, relate to any and all Settled Insurer Policies (including, but not limited to, any and all Catholic Mutual Certificates) or any Abuse Claims that are covered or may be covered under the Settled Insurer Policies (including, but not limited to, the Catholic Mutual Certificates), or (v) any released Catholic Mutual Claims, including from:

- (a) **Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Settled Insurer Party or the property of the Settled Insurer Party;**
- (b) **Enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Settled Insurer Party or the property of the Settled Insurer Party;**
- (c) **Creating, perfecting, or enforcing, or seeking to do any of the preceding, any Lien of any kind against the Settled Insurer Party or the property of the Settled Insurer Party;**

(d) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Settled Insurer Party or the property of the Settled Insurer Party; and

(e) Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

This Supplemental Settled Insurer Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the Supplemental Settled Insurer Injunction shall be in addition to channeling of the Channeled Claims as provided in this Section 13.9 and shall inure to the benefit of the Settled Insurer Parties (including the Catholic Mutual Parties). In a successful action to enforce the injunctive provisions of this Section 13.9 in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

This Supplemental Settled Insurer Injunction will be effective with respect to any Settled Insurer Party only as of the date that the Trust receives the settlement amount required by such Settled Insurer Party's Settlement Agreement and the Plan. Nothing in this Supplemental Settled Insurer Injunction shall limit, or be deemed or otherwise interpreted to limit, the scope of the Discharge or Channeling Injunction in favor of the Participating Parties or to limit the Preserved Coverage. The foregoing injunctive provisions are an integral part of the Plan and are essential to its implementation.

13.10. Term of Injunctions or Stays and Confirmation of Settlements with Participating Parties and Settled Insurer Parties.

All injunctions and/or stays provided for in the Plan, the injunctive provisions of §§ 524 and 1141 of the Bankruptcy Code, and all injunctions or stays protecting the Participating Parties and the Settled Insurer Parties that has purchased its insurance policy or policies in a §§ 363(f) and 1123 sale, entered pursuant to a Non-Appealable Order, are permanent and will remain in full force and effect on and after the Effective Date and are not subject to being vacated or modified. Debtor's Settlement Agreements, if any, with the Settled Insurer Parties, and the Participating Parties previously authorized by the Bankruptcy Court prior to the Confirmation Date, if any, are hereby affirmed and any obligations of Debtor with respect to such Settlement Agreements are excepted from the Debtor's discharge and shall be assumed by the Reorganized Debtor and Trustee, as applicable, on the Effective Date.

13.11. Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions.

Effective immediately upon the Confirmation Date, all Opt-Out Claimants are temporarily enjoined and barred from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce their Opt-Out Abuse Claim against any Participating Party and/or Settled Insurer for the lesser of (a) one (1) year after the Effective Date or (b) the conclusion of the claims management activities in subsections 1 through 3 below, during which period no Opt-Out Claimant can take any action for the

purposes of asserting, enforcing or attempting to assert or enforce the Abuse Claim against any Participating Party and/or Settled Insurer unless and until:

- 1. the Abuse Claims Reviewer has evaluated and assigned the Opt-Out Abuse Claim a value pursuant to the Trust Distribution Plan;**
- 2. the Opt-Out Claimant has consulted with the Reorganized Debtor, Trustee, and Unknown Abuse Claims Trustee to assess whether their Opt-Out Abuse Claim is a Barred Abuse Claim or Late-Filed Abuse Claim, subject to objection and/or Disallowance; and**
- 3. if, after notifying and consulting with the appropriate parties in Section 13.11(2), if the Opt-Out Abuse Claim has not been resolved, the Opt-Out Claimant, by motion, and after notice and hearing, must obtain an order by the Bankruptcy Court that finds (i) the Opt-Out Abuse Claim represents a colorable claim of any kind against the applicable Participating Party or Settled Insurer, and (ii) specifically authorizes such Opt-Out Claimant to bring its Opt-Out Abuse Claim against the applicable Protected Party or Settled Insurer. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether any Opt-Out Abuse Claim is colorable and, only to the extent legally permissible, have jurisdiction to adjudicate the underlying colorable Opt-Out Claim. For the avoidance of doubt, nothing in this Section 13.11 of the Plan is intended to limit the Discharge of the Debtor under Section 13.1 of the Plan, Exculpations as set forth in Section 13.4 of the Plan, or the releases and injunctions in Sections 13.12, 13.13, and 13.14 of the Plan.**

13.12. Release of Avoidance Rights against Participating Parties and Settled Insurer Parties.

On and after the Effective Date, all avoidance rights, including those arising under §§ 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code, against each of the Participating Parties and Settled Insurer Parties and the Debtor and Reorganized Debtor shall be deemed settled, compromised, and released by the Plan.

ABUSE CLAIM RELEASE

This Abuse Claim Release (this “Release”) is executed this ____ day of _____, 2024, by _____ in connection with the *Joint Chapter 11 Plan of Reorganization* [Docket No. [●]] (the “Plan”) filed by The Norwich Roman Catholic Diocesan Corporation (the “Diocese”), Catholic Mutual Relief Society of America and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut in the Diocese’s Bankruptcy Case pending before the United States Bankruptcy Court for the District of Connecticut (the “Bankruptcy Court”), which is case number 21-20687 (JJT) (the “Bankruptcy Case”).

**TO BE ENTITLED TO RECEIVE ANY DISTRIBUTION UNDER THE PLAN,
YOU MUST SIGN AND RETURN THIS RELEASE**

1. All capitalized terms in the Release are defined in the Plan and have the meanings in the Plan and shall be interpreted in accordance with the terms of the Plan.

2. After having received and had the opportunity to review a copy of the Disclosure Statement, the Plan, this Ballot and Abuse Claim Release, and each of the exhibits and schedules of the foregoing documents, and to consult with counsel of my choice regarding those documents, and fully understanding that I may choose not to sign this Release, I freely and voluntarily enter into this Release. To the extent that I previously acted to become an Opt-Out Claimant, I have reconsidered that decision and hereby freely and voluntarily withdraw that action so that I am no longer an Opt-Out Claimant.

3. In consideration of the treatment under the Plan and the associated Trust agreement and distribution procedures, and other valuable consideration, and subject to the express limitations and exceptions set forth in the Plan, I, for myself and my heirs, successors, assigns, agents, and representatives fully, finally, and completely release, remise, acquit, and forever discharge the Participating Parties and Settled Insurer Parties (including the Catholic Mutual Parties) from any and all (i) Abuse Claims; (ii) Abuse Related Contribution Claims; (iii) Direct Action Claims; (iv) Related Insurance Claims; and (v) Claims that relate, directly or indirectly, to the Settled Insurer Policies (including the Catholic Mutual Certificates) (collectively, the “Released Claims”). The definition of each type Released Claim identified in the preceding sentence is set forth in Section I of the Plan and Schedule 1 appended to this Release. The Participating Parties and Settled Insurer Parties are specifically identified in Schedule 2 appended to this Release.

4. With respect to any and all Released Claims, I covenant:

- (i) not to sue or seek recovery or relief of any kind from the Participating Parties or the Settled Insurer Parties (including the Catholic Mutual Parties);
- (ii) forever and irrevocably to discharge that fraction, portion or percentage of damages I claim to have suffered in connection with the Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Participating Party with respect to Released Claims;

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

8. I freely and voluntarily consent to, and agree to be bound by, the exculpations and injunctions set forth in the Plan, including those exculpations and injunctions contained in Section XIII of the Plan for the benefit of the Participating Parties and the Settled Insurer Parties (including the Catholic Mutual Parties).

9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Released Claims.

10. This Release will be effective and binding on and after the Effective Date of the Plan, upon which is conditioned.

By signing this Release, I make the certifications herein and agree to the other terms herein and further certify all of the foregoing under the penalty of perjury.

TO BE COMPLETED BY THE ABUSE CLAIMANT:

Print or Type Name: _____

Signature: _____

Address: _____

Telephone Number: _____

Date Completed: _____

Schedule 1

Definitions of Terms Incorporated from Plan

The following definitions contained in the Plan are incorporated into the Abuse Claim Release. Please refer to the Plan for the definitions of terms contained within the following defined terms.

- (xvii) “Abuse” means any actual or alleged (i) sexual conduct, misconduct, abuse, or molestation as defined in any statute or common law; (ii) indecent assault or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm; (iii) contacts or interactions of a sexual nature; or (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, intimidation, or misconduct, or as such term is otherwise defined at <https://portal.ct.gov/DCF/1-DCF/Child-Abuse-and-Neglect-Definitions>. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the Person.
- (xviii) “Abuse Claim” means any Claim, including, but not limited to, any Late-Filed Abuse Claim or any Unknown Abuse Claim, against the Debtor or against any Participating Party for which the Debtor’s conduct is a legal cause or a legally relevant factor, resulting or arising in whole or in part, directly or indirectly, from Abuse the first occurrence of which against such Abuse Claimant was committed by any Person before the Effective Date, and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Debtor, a Participating Party or any other Person, regardless of whether such Abuse Claim has been asserted prior to the Effective Date. “Abuse Claim” does not include any Related Insurance Claims or Medicare Claims.
- (xix) “Abuse Related Contribution Claim” means any Person’s Claim against any other Person for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, or reimbursement, or any other indirect or derivative recovery, arising because of such Person has paid or defended against any Abuse Claim including but not limited to a joint tortfeasor or the like. To avoid doubt, an Abuse Related Contribution Claim is not an Abuse Claim.
- (xx) “Catholic Mutual Certificates” means all binders, certificates, or other evidence of coverage issued or allegedly issued by Catholic Mutual to the Diocese and certain other Persons including, at various times, the Catholic Entities. All Catholic Mutual Certificates are identified in Exhibit C appended hereto.
- (xxi) “Catholic Mutual Parties” means Catholic Mutual and, solely in the capacity as such, (i) each of its past and present parents, subsidiaries, Affiliates, holding companies, merged companies, related companies, reinsurers, retrocessionaires and divisions; (ii) each of the foregoing Persons’ respective past and present, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators in their

capacity as such; and (iii) each of the foregoing Person's respective predecessors, heirs, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them. A "Catholic Mutual Party" does not include a Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party.

- (xxii) "Channeled Claim" means any Abuse Claim and/or any Claim, excluding Opt-Out Abuse Claims, against a Participating Party or any Settled Insurer Party arising from, in connection with, or related to an Abuse Claim, or any of the Settled Insurer Policies, including Related Insurance Claim; provided, however, that a "Channeled Claim" does not include any Abuse Claim of an Opt-Out Claimant or (ii) of any Abuse Claimant against: (A) any Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party; (B) any religious order, diocese or archdiocese other than Participating Parties.
- (xxiii) "Claim" shall have the meaning as that term is defined in § 101(5) of the Bankruptcy Code, and regardless of the application of any statute of limitations defense.
- (xxiv) "Direct Action Claims" means the same as "Abuse Claims," except that they are asserted against any Settled Insurer Party, instead of any Participating Party or the Trust, for the recovery of insurance proceeds.
- (xxv) "Opt-Out" means the right of each Abuse Claimant to opt out of the third-party releases, Channeling Injunction, and any other third-party injunctions applicable to Channeled Claims contained in Sections 13.6 through 13.10 of the Plan in accordance with the Opt-Out Election set forth in the Class 4 Ballot and the Class 5 Ballot.
- (xxvi) "Opt-Out Claimant" means (a) Abuse Claimants holding Abuse Claims in Class 4 who timely and properly Opt-Out in accordance with the Opt-Out Election with respect to such Abuse Claims and (b) the Unknown Abuse Claims Representative, for and on behalf of Abuse Claimants holding Unknown Abuse Claims who timely and properly Opt-Out in accordance with the Opt-Out Election.
- (xxvii) "Opt-Out Claimants' Temporary Injunction and Gate Keeping Provisions" shall mean the provisions in Section 13.11 of the Plan.
- (xxviii) "Opt-Out Election" means the election in the Class 4 Ballot and Class 5 Ballot whereby an Abuse Claimant holding an Abuse Claim, or the Unknown Abuse Claims Representative for and on behalf of Abuse Claimants holding Unknown Abuse Claims, may Opt-Out of the third-party releases and injunctions applicable to Channeled Claims contained in Sections 13.6 through 13.10 herein and as restated on the Class 4 Ballot and Class 5 Ballot; provided, however, Opt-Out Claimants may revoke their Opt-Out Election by executing the Abuse Claim Release within six months of the Effective Date. The Plan Proponents may extend the six-month period through and until the expiration of the Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions, as provided in Section 13.11 of the Plan.
- (xxix) "Participating Party" means any Person providing consideration in exchange for: (a) the release of any Abuse Related Contribution Claim by the Debtor against such Participating Party; (b) the benefit of the Channeling Injunction; and/or (c) any other benefits for Participating Parties under the Plan. For clarity, the Persons listed on

Exhibit F, as may be amended from time to time—including, but not limited to, the Diocese Parties, the Catholic Entity Parties, the ACA, Xavier and Oceania—are Participating Parties, and (i) each of their respective past and present, subsidiaries, Affiliates, holding companies, merged companies, related companies and divisions; (ii) each of the foregoing Persons’ respective past and present, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives in their capacity as such; and (iii) each of the foregoing Person’s respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them. Upon the consent of the Trustee, at his sole and absolute discretion, a Person may become a Participating Party after the Effective Date if the Bankruptcy Court approves the agreement between the Person and the Trustee under its retained jurisdiction. Upon the Bankruptcy Court’s final approval of such an agreement, Exhibit F will be amended by the Trustee to include such Person. For the avoidance of doubt, Participating Party does not include any Settled Insurer Parties, or any Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party.

- (xxx) “Related Insurance Claim” means (i) any Claim against any Settled Insurer for defense, indemnity, reimbursement, contribution, subrogation, or similar relief that, directly or indirectly, relates to an Abuse Claim; (ii) any Extra-Contractual Claim that, directly or indirectly, relates to any Abuse Claim; (iii) any Direct Action Claim; (iv) any Medicare Claim; and (v) any Abuse Related Contribution Claim.
- (xxxi) “Settled Insurer Parties” means each and every Settled Insurer and, solely in the capacity as such, (i) each of its past and present parents, subsidiaries, Affiliates, holding companies, merged companies, related companies, reinsurers, retrocessionaires, and divisions; (ii) each of the foregoing Persons’ respective past and present, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators in their capacity as such; and (iii) each of the foregoing Person’s respective predecessors, heirs, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them. A “Settled Insurer Party” does not include a Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party.
- (xxxii) “Settled Insurer Policies” means, collectively, all Insurance Policies that are the subject of an Insurance Settlement Agreement(s) with the Settled Insurers.

Schedule 2

A. Participating Parties

ACA¹

Catholic Entity Parties (as identified on **Exhibit D** annexed to the Plan, including but not limited to St. Bernard, Mercy, and Mount St. John Parties)

Diocese Parties

Oceania

Xavier

Parishes (as defined in the Plan and as identified herein):

1. All Saints' Church, of Somersville (Parish Name: All Saints Parish, Somersville)
2. Blessed Sacrament Parish (Parish Name: Blessed Sacrament Parish) (Individually, and d/b/a St. Bernard School, Rockville, and as successor to (i) St. Bernard's Society Rockville Connecticut; and (ii) The Saint Matthew Church Corporation)
3. Corporation of the Sacred Heart of Jesus, Taftville, Connecticut. (Parish Name: Sacred Heart Parish, Taftville) (Individually, and d/b/a Sacred Heart School, Taftville)
4. Corpus Christi Catholic Parish (Parish Name: Corpus Christi Catholic Parish) (Individually, and d/b/a St. Mary School-St. Joseph School and d/b/a St. Joseph Cemetery, Willimantic, and as successor to (i) Sagrado Corazon de Jesus, Inc., of Windham; (ii) St. Joseph's Cath. Congregation, Willimantic, Connecticut; and (iii) The Roman Catholic Church of St. Mary)
5. Our Lady of Lourdes of Hampton, Connecticut (Parish Name: Our Lady of Lourdes, Hampton)
6. Our Lady of Mercy Parish (Parish Name: Our Lady of Mercy Parish, Durham) (Individually, and as successor to (i) The Saint Colman Church Corporation; and (ii) The Notre Dame Church Corporation)
7. Our Lady Queen of Peace Parish (Parish Name: Our Lady Queen of Peace Parish) (Individually, and as successor to (i) The St. Mary's Church Corporation of South Coventry; (ii) The St. Thomas Aquinas Chapel Corporation; and (iii) St. John Berchmans Catholic Society Connecticut)

¹ Any capitalized terms not expressly defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan of Reorganization* [Docket No. ●].

8. Saint Mary's Church Portland Connecticut (Parish Name: St. Mary Parish, Portland)
9. St. Andre Bessette Parish (Parish Name: St. Andre Bessette Parish) (Individually, and d/b/a St. John School, Plainfield and All Hallows School, and as successor to (i) St. Augustine Church Corporation, Town of Canterbury; (ii) All Hallows' Church, Moosup, Connecticut; and (iii) The St. John's Church of Plainfield)
10. St. Andrew's Catholic Church, Colchester, Connecticut (Parish Name: Guardian Angels Parish) (Individually, and as successor to Saint Francis of Assisi Church Corporation of Lebanon)
11. St. Anne's Catholic Church Corporation. (Parish Name: St. Anne, Griswold/Glasgo)
12. St. Edward's Catholic Society, Stafford Springs Connecticut (Parish Name: St. Edward, Stafford Springs) (Individually, and d/b/a St. Edward School, Stafford Spring)
13. St. James Catholic Church of Danielsonville Connecticut (Parish Name: St. James, Danielson) (Individually, and d/b/a St. James School, Danielson and St. Joseph Cemetery, Dayville)
14. St. John's Corporation, of Cromwell Connecticut (Parish Name: St. John, Cromwell)
15. St. John's Roman Catholic Church, Montville, Connecticut (Parish Name: Divine Mercy Parish) (Individually, and as successor to (i) The Our Lady of the Lakes Church Corporation; and (ii) The Church of Our Lady of Perpetual Help)
16. St. Joseph Catholic Society Connecticut (Parish Name: St. Joseph, Occum)
17. St. Lawrence Church Corporation of Killingworth. (Parish Name: St. Lawrence, Killingworth)
18. St. Mary's Catholic Church, Sprague, Connecticut (Parish Name: St. Mary, Baltic) (Individually, and d/b/a St. Mary Immaculate Conception, Baltic; and St. Joseph School, Baltic)
19. St. Mary's Church Corporation, Connecticut (1); St. Mary's Parish Connecticut (2) (Parish Name: St. Mary's, Norwich)
20. St. Mary's Society (Parish Name: St. Mary, Clinton) (Individually, and d/b/a St. Mary Cemetery, Clinton)
21. St. Michael's Church, Pawcatuck Connecticut (Parish Name: St. Michael Parish, Pawcatuck) (Individually, and d/b/a St. Michael School, Pawcatuck, and as

- successor to (i) St. Mary's Church Stonington Connecticut; and (ii) St. Thomas More Church)
22. St. Patrick's Church Corporation of Norwich Connecticut (Parish Name: St. Patrick Cathedral, Norwich) (Individually, and d/b/a St. Patrick School, Norwich)
23. St. Patrick's Church, Mystic Bridge Connecticut (Parish Name: St. Patrick, Mystic)
24. St. Patricks Church, East Hampton Connecticut (Parish Name: St. John Paul II Parish) (Individually, and as successor to St. Bridgets Church Corporation of Moodus, Connecticut)
25. St. Philip's Church Corporation of Warrenville (Parish Name: St. Philip, Warrenville)
26. St. Pio Parish (Parish Name: St. Pio Parish) (Individually, and d/b/a St. John School, Saybrook, and as successor to (i) St. John's Church Corporation, Saybrook, Connecticut; and (ii) St. Mark's Roman Catholic Church Corporation)
27. St. Teresa of Calcutta Parish (Parish Name: St. Teresa of Calcutta Parish, Essex) (Individually, and d/b/a St. Joseph Church, Essex, and as successor to (i) Our Lady of Sorrows Corporation, Essex Connecticut; and (ii) St. Joseph's Church Corporation of Chester, Connecticut)
28. St. Therese of Lisieux (Parish Name: St. Therese of Lisieux, Putnam) (Individually, and d/b/a St. Joseph School, N. Grosvenor Dale, and as successor to (i) St. Joseph's Catholic Society, Grosvenor Dale Connecticut; (ii) St. Stephen's Church, Quinebaug Connecticut; (iii) The Most Holy Trinity Church; and (iv) St. Mary's Church Putnam Connecticut)
29. St. Thomas' Corporation of Voluntown, Connecticut (Parish Name: St. Thomas, Voluntown) (Individually, and d/b/a St. Anne Mission, Glasgo and St. Thomas Cemetery, Voluntown)
30. The Church of Christ the King, Old Lyme, Incorporated (Parish Name: Christ the King, Old Lyme)
31. The Church of Saint Sebastian, Middletown (Parish Name: St. Sebastian, Middletown) (Individually, and d/b/a St. Sebastian Cemetery, Middletown)
32. The Church of St. Francis of Assisi (Parish Name: St. Francis, Middletown)
33. The Our Lady of LaSalette Church Corporation (Parish Name: Our Lady of LaSalette, Brooklyn)
34. The Our Lady of Lourdes Corporation (Parish Name: Our Lady of Lourdes, Gales Ferry)

35. The Polish Roman Catholic Church of St. Mary's of Czenstochowa (Parish Name: St. Mary, Middletown)
36. The Roman Catholic Church of Jewett City, Connecticut (Parish Name: St. Mary Parish, Jewett City) (Individually, and d/b/a St. Mary School, Jewett City and St. Mary Cemetery, Jewett City)
37. The Roman Catholic Church of Our Lady of Grace, at Fishers Island, in the County of Suffolk in the State of New York (Parish Name: St. Brendan the Navigator)
38. The Sacred Heart Church Corporation (Parish Name: Sacred Heart, Groton) (Individually, and d/b/a Sacred Heart School, Groton)
39. The Sacred Heart Church of Norwich Connecticut (Parish Name: Sacred Heart, Norwich) (Individually, and d/b/a St. John Mission, Fitchville)
40. The Saint Catherine of Siena Church Corporation (Parish Name: St. Catherine, Preston)
41. The Saint Columba Church Corporation (Parish Name: The Good Shepherd Parish) (Individually, and as successor to Church of the Holy Family of Hebron Incorporated)
42. The Saint John's Church Corporation, Middletown Connecticut (Parish Name: St. John, Middletown) (Individually, and d/b/a St. John School, Middletown)
43. The Saint Mary Church Corporation (Parish Name: St. Mary, Groton)
44. The Saint Peter Church Corporation (1); The Roman Catholic Church of St. Peter (2) (Parish Name: St. Peter Parish, Higganum)
45. The Saint Pius X Church Corporation (Parish Name: St. Pius X, Middletown)
46. The SS. Peter and Paul Church Corporation (Parish Name: SS Peter & Paul, Norwich)
47. The St. Agnes Church Corporation (Parish Name: St. Agnes, Niantic) (Individually, and d/b/a St. Francis Chapel, Crescent Beach)
48. The St. Joseph's Church of Rockville (Parish Name: St. Joseph, Rockville) (Individually, and d/b/a St. Joseph School, Rockville)
49. The St. Joseph's Polish Roman Catholic Congregation (Parish Name: St. Joseph, Norwich)
50. The St. Josephs Church Corporation of New London (Parish Name: St. Brendan the Navigator) (Individually, and d/b/a St. Joseph School, New London; and d/b/a

St. Mary Star of the Sea School, New London, and as successor to (i) St. Mary's Roman Catholic Church Corp.; and (ii) The St. Paul Catholic Church Corporation)

51. The St. Luke's Roman Catholic Church Corporation (Parish Name: St. Luke, Ellington)

52. The St. Matthias' Church Corporation (Parish Name: St. Matthias, East Lyme)

53. The St. Maurice Church Corporation (Parish Name: St. Maurice, Bolton)

B. Settled Insurer Parties

Catholic Mutual Parties

Schedule 2-4

Form of Class 8 Ballot

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

CLASS 8 BALLOT

The Bankruptcy Court has approved the Disclosure Statement for Joint Chapter 11 Plan of Reorganization (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Joint Chapter 11 Plan of Reorganization (the “Plan”) by the Bankruptcy Court.

You should review the Disclosure Statement and the Plan before you vote. If you are not represented by an attorney, you may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

In order for your vote to be counted, this Ballot must be properly completed, signed, and returned to Omni Agent Solutions, Inc. (the “Voting Agent”) so that it is actually received no later than 5:00 p.m. (Prevailing Eastern Time) on _____, 2024 (the “Voting Deadline”), unless such time is extended by the Court or the Plan Proponents. If the plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.

Copies of the Disclosure Statement and Plan are provided to you with this Ballot and will also be on file with the Office of the Clerk of the Court for review during normal business hours (a fee may be charged) and are also available free of charge on the website maintained by the Diocese’s claims agent at <https://omniagentsolutions.com/Norwich>.

INSTRUCTIONS FOR FILLING OUT AND SUBMITTING THIS BALLOT

To have your vote counted, please complete, sign, and date this Ballot and return it so that it is received by the Voting Agent no later than the Voting Deadline, unless such time is extended by the Court or the Plan Proponents. Ballots must be delivered to the Voting Agent (i) at an appropriate address as listed below; or (ii) via the Voting Agent’s Voting Upload platform at: <https://omniagentsolutions.com/Norwich-Ballots>.

<u>If by U.S. Postal Service First Class mail:</u> The Norwich Roman Catholic Diocesan Corporation c/o Omni Agent Solutions, Inc. 5955 De Soto Avenue, Suite 100 Woodland Hills, CA 91367	<u>If by overnight courier or hand delivery:</u> The Norwich Roman Catholic Diocesan Corporation c/o Omni Agent Solutions, Inc. 5955 De Soto Avenue, Suite 100 Woodland Hills, CA 91367
<u>If by electronic, online submission:</u> Please visit https://omniagentsolutions.com/Norwich-Ballots . Scroll down to the “Submit a Ballot Online” section of the Diocese’s website and follow the directions to submit your Ballot. If you choose to submit your Ballot via Omni’s Voting Upload system, you should not return a hard copy of your Ballot.	

IMPORTANT NOTE:

Please complete and submit a Ballot promptly by mail or by online submission. If your Ballot is not received by the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Court or the Plan Proponents as noted above, your vote will not be counted. If you have any questions regarding this document, need a return envelope or another copy of the Disclosure Statement, the Plan, or this document, please contact the Voting Agent by e-mailing NorwichInquiries@OmniAgnt.com. Please do not direct any inquiries to the Bankruptcy Court. The Voting Agent is not authorized to, and will not, provide legal advice.

CLASS 8 BALLOT FOR ACCEPTING OR REJECTING PLAN

PLEASE READ THE ENTIRE BALLOT BEFORE COMPLETING IT

By signing this Ballot, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have been provided a copy or access to a copy of the Disclosure Statement and the exhibits thereto.

YOU MUST COMPLETE THIS BALLOT IN ORDER FOR YOUR VOTE TO COUNT. IF YOUR BALLOT IS NOT RECEIVED IN COMPLIANCE WITH THE INSTRUCTIONS BY 5:00 P.M., EASTERN TIME, ON _____ 2024, IT WILL NOT BE COUNTED.

This Ballot is for voting purposes only and is not a Proof of Claim.

Claimant: _____

The undersigned, a Holder of a Class 8 Claim, votes (check one box only):

<input type="checkbox"/> to ACCEPT the Plan	<input type="checkbox"/> to REJECT the Plan
--	--

For purposes of voting to accept or reject the Plan, the undersigned certifies that as of the Voting Record Date, the undersigned holds a Class 8 Claim in the amount set forth below:

Amount of Your Claim for Voting Purposes Only: \$_____.

By signing this Class 8 Ballot, the undersigned certifies to the Bankruptcy Court and to the Plan Proponents:

- (a) That, as of the Voting Record Date, either: (i) the undersigned is the Holder of a Class 8 Claim or (ii) the undersigned is an individual competent to act with a specific, written power of attorney directing such individual to vote to accept or reject the Plan as directed by such individual claimant provided that a copy of the power of attorney is attached to this Class 8 Ballot;
- (b) That the Holder of the Class 8 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;
- (c) That the undersigned has read and understands, the undersigned's lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan;
- (d) That, in particular, without limitation, the undersigned consents to the provisions contained in Section 13.13 to the Plan providing for the release of Claims between each and every Participating Party and Settled Insurer, as those terms are defined in the Plan; and
- (e) That no other Class 8 Ballot with respect to the Class 8 Claim identified in this Ballot have been cast or, if any other Class 8 Ballots have been cast with respect to such Class 8 Claim, then any such earlier Class 8 Ballots are hereby revoked.

TO BE COMPLETED BY CLASS 8 CLAIMANT:

Print or Type Name: _____

Signature: _____

Address: _____

Telephone Number: _____

Date Completed: _____

Schedule 3

Notice of Unimpaired Non-Voting Status

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF UNCLASSIFIED CLAIMS
AND HOLDERS OF UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO
ACCEPT THE JOINT CHAPTER 11 PLAN OF REORGANIZATION**

To: All Holders of Unclassified Claims and Classes 1 (Other Priority Claims); 3(3-A – M&T Secured Revolving Loan Claim and 3-B – M&T Secured Guaranty Claim); and 6 (General Unsecured Claims)

**IMPORTANT NOTICE REGARDING RELEASES FOR HOLDERS OF
ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS**

YOUR CLAIM IS UNCLASSIFIED UNDER THE PLAN AND YOU ARE NOT ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN. NEVERTHELESS, YOU ARE CONCLUSIVELY PRESUMED TO CONSENT TO CERTAIN INJUNCTIVE RELIEF TO THE EXTENT PROVIDED IN SECTION XIII OF THE PLAN, UNLESS YOU FILE AN OBJECTION TO THE INJUNCTIVE RELIEF PROVIDED IN THE PLAN NO LATER THAN [____] AT 5:00 PM ET (THE “PLAN OBJECTION DEADLINE”).

¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor’s federal tax identification number are 7373.

IMPORTANT NOTICE REGARDING RELEASES FOR HOLDERS OF CLAIMS IN CLASSES 1 (OTHER PRIORITY CLAIMS); 3 (3-A – M&T SECURED REVOLVING LOAN CLAIM AND 3-B – M&T SECURED GUARANTY CLAIM); AND 6 (GENERAL UNSECURED CLAIMS)

AS THE HOLDER OF A CLAIM THAT IS UNIMPAIRED UNDER THE PLAN, YOU ARE PRESUMED TO ACCEPT THE PLAN. YOU ARE ALSO CONCLUSIVELY PRESUMED TO CONSENT TO CERTAIN INJUNCTIVE RELIEF TO THE EXTENT PROVIDED IN SECTION XIII OF THE PLAN, UNLESS YOU FILE AN OBJECTION TO THE INJUNCTIVE RELIEF PROVIDED IN THE PLAN NO LATER THAN THE PLAN OBJECTION DEADLINE.

PLEASE TAKE NOTICE OF THE FOLLOWING:

On July 15, 2021 (the “Petition Date”), The Norwich Roman Catholic Diocesan Corporation (the “Diocese”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

On _____, 2024, the United States Bankruptcy Court for the District of Connecticut (the “Bankruptcy Court”) entered an Order (the “Disclosure Statement Order”) approving the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (the “Disclosure Statement”) in connection with the *Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (the “Plan”). The Disclosure Statement Order authorizes the Debtor to solicit votes to accept or reject the Plan.

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DIOCESE IS/ARE NOT IMPAIRED, AND THEREFORE, PURSUANT TO SECTION 1126(f) OF THE BANKRUPTCY CODE, YOU ARE (I) DEEMED TO HAVE ACCEPTED THE PLAN, AND (II) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR YOU WISH TO OBTAIN A COPY OF EITHER THE DISCLOSURE STATEMENT OR THE PLAN, PLEASE MAKE A SPECIFIC WRITTEN REQUEST TO (A) THE NORWICH ROMAN CATHOLIC DIOCESAN CORPORATION, C/O OMNI AGENT SOLUTIONS, INC., 5955 DE SOTO AVE., SUITE 100, WOODLAND HILLS, CA 91367 OR (B) BY EMAIL AT NORWICHINQUIRIES@OMNIAGNT.COM.

NOTWITHSTANDING THIS NOTICE OF NON-VOTING STATUS, YOU HAVE THE RIGHT (I) TO CONTEST YOUR NON-VOTING STATUS AND (II) TO OBJECT TO CONFIRMATION OF THE PLAN.

PROCEDURES FOR CONTESTING YOUR STATUS, FILING AN OBJECTION TO THE PLAN, AND INFORMATION RELATING TO CERTAIN INJUNCTIONS AND EXCULPATIONS CONTAINED IN THE PLAN MAY BE FOUND IN THE NOTICE OF: (A) APPROVAL OF DISCLOSURE STATEMENT, (B) VOTING PROCEDURES FOR THE PLAN, (C) SCHEDULING OF THE CONFIRMATION HEARING, AND (D)

PROCEDURES FOR FILING OBJECTIONS AND RESPONSES TO CONFIRMATION OF THE PLAN.

IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN YOU SHOULD SPEAK TO YOUR ATTORNEY.

Dated at Hartford, Connecticut, this [___] day of [____], 2024.

/s/ Patrick M. Birney

ROBINSON & COLE LLP

Patrick M. Birney (ct19875)
Annecca H. Smith (ct31148)
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Hartford, CT 06103
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*Counsel for the Debtor
and Debtor-in-Possession*

/s/ Mark A. Mintz

JONES WALKER LLP

Mark A. Mintz (admitted *pro hac vice*)
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*Counsel for The Association of Parishes of the
Roman Catholic Diocese of Norwich, Connecticut*

/s/ Everett J. Cygal

ARENTFOX SCHIFF LLP

Everett J. Cygal (admitted *pro hac vice*)
David M. Spector (admitted *pro hac vice*)
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E: jsklarz@gs-lawfirm.com

*Counsel for The Catholic Mutual Relief
Society of America*

Schedule 4

Notice of Impaired Non-Voting Status

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF IMPAIRED CLAIMS
CONCLUSIVELY PRESUMED TO REJECT THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION**

To: *All Holders of Claims in Class 7*

**IMPORTANT NOTICE REGARDING RELEASES FOR
HOLDERS OF CLAIMS IN CLASS 7
(ABUSE RELATED CONTRIBUTION CLAIMS)**

AS THE HOLDER OF A CLAIM THAT IS IMPAIRED BUT WILL NOT RECEIVE ANY RECOVERY UNDER THE PLAN, YOU ARE PRESUMED TO REJECT THE PLAN. YOU ARE ALSO CONCLUSIVELY PRESUMED TO CONSENT TO CERTAIN INJUNCTIVE RELIEF TO THE EXTENT PROVIDED IN SECTION XIII OF THE PLAN, UNLESS YOU FILE AN OBJECTION TO THE RELEASES AND OTHER INJUNCTIVE RELIEF PROVIDED IN THE PLAN NO LATER THAN [____] AT 5:00 PM (THE “PLAN OBJECTION DEADLINE”).

PLEASE TAKE NOTICE OF THE FOLLOWING:

On July 15, 2021 (the “Petition Date”), The Norwich Roman Catholic Diocesan Corporation (the “Diocese”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

On _____, 2024, the United States Bankruptcy Court for the District of Connecticut (the “Bankruptcy Court”) entered an Order (the “Disclosure Statement Order”) approving the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (the “Disclosure Statement”) in connection with the *Joint Chapter 11 Plan of*

¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor’s federal tax identification number are 7373.

Reorganization [Docket No. ____] (the “Plan”). The Disclosure Statement Order authorizes the Debtor to solicit votes to accept or reject the Plan.

UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DIOCESE IS/ARE IMPAIRED, AND THEREFORE, PURSUANT TO SECTION 1126(g) OF THE BANKRUPTCY CODE, YOU ARE (I) DEEMED TO HAVE REJECTED THE PLAN, AND (II) ARE NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), OR YOU WISH TO OBTAIN A COPY OF EITHER THE DISCLOSURE STATEMENT OR THE PLAN, PLEASE MAKE A SPECIFIC WRITTEN REQUEST TO (A) THE NORWICH ROMAN CATHOLIC DIOCESAN CORPORATION, C/O OMNI AGENT SOLUTIONS, INC., 5955 DE SOTO AVE., SUITE 100, WOODLAND HILLS, CA 91367 OR (B) BY EMAIL AT NORWICHINQUIRIES@OMNIAGNT.COM.

NOTWITHSTANDING THIS NOTICE OF NON-VOTING STATUS, YOU HAVE THE RIGHT (I) TO CONTEST YOUR NONVOTING STATUS AND (II) TO OBJECT TO CONFIRMATION OF THE PLAN. PROCEDURES FOR CONTESTING YOUR STATUS, FILING AN OBJECTION TO THE PLAN, AND FOR INFORMATION RELATED TO CERTAIN RELEASE, INJUNCTION, AND EXCULPATION CONTAINED IN THE PLAN MAY BE FOUND IN THE NOTICE OF: (A) APPROVAL OF DISCLOSURE STATEMENT, (B) VOTING PROCEDURES FOR THE PLAN, (C) SCHEDULING OF THE CONFIRMATION HEARING, AND (D) PROCEDURES FOR FILING OBJECTIONS AND RESPONSES TO CONFIRMATION OF THE PLAN.

IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN YOU SHOULD SPEAK TO YOUR ATTORNEY.
--

Dated at Hartford, Connecticut, this [___] day of [_____], 2024.

/s/ Patrick M. Birney

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*Counsel for The Catholic Mutual Relief
Society of America*

Schedule 5

Confirmation Hearing Notice

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Debtor.

Chapter 11

Case No: 21-20687 (JJT)

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT;
(II) ESTABLISHMENT OF VOTING RECORD DATE;
(III) ESTABLISHMENT OF PROCEDURES AND DEADLINE
FOR VOTING ON CHAPTER 11 PLAN;
AND (IV) HEARING ON CONFIRMATION OF
CHAPTER 11 PLAN AND PROCEDURES FOR OBJECTIONS**

PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** On _____, 2024, the United States Bankruptcy Court for the District of Connecticut (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) approving the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (as it may be amended, the “Disclosure Statement”) in connection with the *Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (as it may be amended, the “Plan”).² The Disclosure Statement Order authorizes the Diocese to solicit votes to accept or reject the Plan pursuant to chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

2. **Confirmation Hearing.** The hearing (the “Confirmation Hearing”) to consider the confirmation of the Plan shall commence at **10:00 a.m. (Eastern Time)** on [____] **2024** before the Honorable James J. Tancredi, United States Bankruptcy Judge, at the Abraham A. Ribicoff Federal Building and Courthouse, United States Bankruptcy Court, 450 Main Street, 7th Floor, Hartford, CT 06103. The Confirmation Hearing may be continued from time to time. The Diocese, the Catholic Mutual Relief Society of America (“Catholic Mutual”), and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut (the “Association of Parishes”) (collectively, the “Plan Proponents”) may modify the Plan, if

¹ The Debtor in this chapter 11 case is The Norwich Roman Catholic Diocesan Corporation, a/k/a The Roman Catholic Diocese of Norwich. The last four digits of the Debtor’s federal tax identification number are 7373.

² All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan.

necessary, prior to, during, or as a result of the Confirmation Hearing in accordance with the terms of the Plan without further notice.

3. Channeling, Injunction and Release. As more fully explained in the Plan and Disclosure Statement, the Plan provides that all Channeled Claims against the Participating Parties and the Settled Insurers will be channeled to either the Trust or the Unknown Abuse Claims Trust, meaning that either of these trusts will be the sole and exclusive source of payment for any such Channeled Claims against the Participating Parties and Settled Insurers. Under the Plan, Abuse Claimants maintain the right exercise the Opt-Out Election provided on the voting Ballot, which affords Abuse Claimants the ability to not be bound by the third-party releases and channeling injunctions in the Plan with respect to all Settled Insurers and Participating Parties other than the Diocese. Under the Plan, Abuse Claims held by Opt-Out Claimants are still Channeled Claims with respect to the Diocese only.

The Participating Parties and the Settled Insurers include, but are not limited to, the Diocese Parties, the Catholic Entity Parties (which includes various parishes, schools and other catholic missions within the Diocese), Catholic Mutual, Xavier and/or Oceania, all as defined in the Plan. The Confirmation Order confirming the Plan will include releases and injunctions which will, subject to limited exceptions, permanently enjoin and bar all Persons that are not Opt-Out Claimants from asserting or pursuing certain Claims relating to Abuse or related misconduct, and insurance coverage for such Claims against the Participating Parties and Settled Insurers, and will release the Participating Parties and the Settled Insurer Parties from any further liability relating to such Claims. In particular, Section XIII of the Plan provides for these releases and injunctions. If you hold Claims against any of the Participating Parties and/or Settled Insurers, including but not limited to, the Diocese Parties, Catholic Entity Parties, Catholic Mutual, Xavier, and/or Oceania, your rights may be affected. **If you believe your rights are or may be affected, you should promptly consult with an attorney regarding your rights and options. Please note that the information contained herein is not a substitute for reviewing the Plan and Disclosure Statement.**

4. Record Date for Voting Purposes. Holders of Claims in Class 2 (Secured Claims of Citizens Bank, N.A.); Class 4 (Abuse Claims Other Than Unknown Abuse Claims); Class 5 (Unknown Abuse Claims); and Class 8 (Claims Held by Catholic Entities, Xavier, and Oceania) (collectively, the “Voting Classes”) on _____, **2024** (the “Voting Record Date”) are entitled to vote on the Plan.

5. Voting Procedures. If you are entitled to vote you will receive a Solicitation Package which shall include a copy of (a) the Disclosure Statement Order, (b) this Notice, (c) the Disclosure Statement, attached to which is the Plan, and (d) a ballot (the “Ballot”).

Please review the Ballot for specific instructions as to how to vote. Failure to follow the voting instructions may disqualify your vote. If your attorney has elected to record your vote on the Plan, your attorney may reach out to you to collect or record your vote to accept or reject the Plan in advance of the Voting Deadline (as defined herein) and you should respond promptly to any communications from your attorney. If you are a Holder of an Abuse Claim represented by an attorney but have received your Ballot and Solicitation Package from the Voting

Agent, you must return your completed Ballot to the Voting Agent by the Voting Deadline in order for your vote to count.

6. Voting Deadline. The deadline to vote on the Plan is **5:00 p.m. (Eastern Time)** on _____, **2024** (the “Voting Deadline”). Ballots must be completed, signed, dated, and returned by only one of the following return methods:

If by U.S. Postal Service First Class mail:

The Norwich Roman Catholic Diocesan Corporation
c/o Omni Agent Solutions, Inc.
5955 De Soto Ave, Suite 100
Woodland Hills, CA 91367

If by overnight courier or hand delivery:

The Norwich Roman Catholic Diocesan Corporation,
c/o Omni Agent Solutions, Inc.
5955 De Soto Ave, Suite 100
Woodland Hills, CA 91367

By electronic, online submission:

<https://omniagentsolutions.com/Norwich-Ballots>

If you choose to submit your Ballot via Omni’s Voting Upload Portal, you should not also return a hard copy of your Ballot.

7. Parties in Interest Not Entitled to Vote. Holders of Claims in Class 1 (Other Priority Claims); Class 3 (Secured Revolving Loan and Secured Guaranty Claims of M&T); Class 6 (General Unsecured Claims); and Class 7 (Abuse Related Contribution Claims); (collectively, the “Non-Voting Classes”) are not entitled to vote on the Plan. Such Holders will receive an appropriate Notice of Non-Voting Status instead of a Ballot. If you have timely filed a Proof of Claim and disagree with the Plan Proponents’ classification of, objection to, or request for estimation of, your Claim and believe that you should be entitled to vote on the Plan, then you must serve the Diocese and attorneys for the Official Committee of Unsecured Creditors, and file with the Court (with a copy to Chambers) a motion (a “Rule 3018(a) Motion”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) temporarily allowing your Claim in a different amount or in a different Class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before the 10th day after the later of (i) service of this Notice and (ii) service of notice of an objection or request for estimation, if any, as to your Claim or Interest. As to any Creditor filing a Rule 3018(a) Motion, such Creditor’s Ballot will not be counted except as may be otherwise ordered by the Court. Creditors shall make a written request to (a) The Norwich Roman Catholic Diocesan Corporation, c/o Omni Agent Solutions, Inc., 5955 De Soto Ave, Suite 100, Woodland Hills, CA 91367 or (b) by email at NorwichInquiries@OmniAgnt.com to receive an appropriate Ballot for any Claim for which a Proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule

3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

8. **Executory Contracts and Unexpired Leases.** Pursuant to Section XIV of the Plan and Exhibit P thereto, all executory contracts of the Debtor not rejected by order of the Bankruptcy Court or that are not the subject of a motion to reject pending on the Confirmation Date will be deemed assumed by the Reorganized Debtor on the Effective Date.

9. **Objections to Confirmation.** Objections or responses to confirmation of the Plan, if any, must (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules for the United States Bankruptcy Court for the District of Connecticut; (c) set forth the name and address of the objecting party and the amount and nature of the Claim or Interest of such party; and (d) state the basis for the objection, and the specific grounds therefor. All objections must be filed and served no later than **5:00 p.m. (Eastern Time)** on _____, 2024 on (i) counsel for the Diocese, (ii) counsel for the Committee, and (iii) the United States Trustee for the District of Connecticut. Failure to file and serve any objection to the Plan in conformity with the foregoing procedures may result in the objecting party not being heard at the hearing.

PLEASE TAKE NOTICE THAT OBJECTIONS NOT TIMELY FILED AND SERVED AS PRESCRIBED IN THIS NOTICE MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE DEEMED OVERRULED WITHOUT FURTHER NOTICE.

10. **Additional Information.** For more information about the solicitation procedures, or for copies of the Disclosure Statement or the Plan, parties should contact the Diocese's claims and voting agent by email at NorwichInquiries@OmniAgnt.com or review such information free-of-charge on the website maintained by the Diocese's claims and voting agent at <https://omniagentsolutions.com/Norwich>.

11. **Key Events.** The Bankruptcy Court has approved the following dates and deadlines in connection with solicitation of votes to accept or reject the Plan, which dates may be extended pursuant to the solicitation procedures and order approving the Disclosure Statement.

Key Event	Date
Voting Record Date	_____, 2024
Solicitation Date	_____, 2024 <i>[Approximately one week after approval of the Disclosure Statement]</i>
Voting Deadline	_____, 2024 at 5:00 p.m. (ET) <i>[28 days after Solicitation Date, Fed. R. Bankr. P. 3017(d)(3)]</i>
Confirmation Objection Deadline	_____, 2024 at 5:00 p.m. (ET) <i>[28 days' notice from approval of Disclosure Statement, Fed. R. Bankr. P. 3017(d) and 2002(b)]</i>
Deadline to File the Voting Certification	_____, 2024 at 5:00 p.m. (ET) <i>[2 days prior to Confirmation Hearing, Local Bankruptcy Rule 3018-1]</i>
Deadline for Plan Proponents to Reply to Confirmation Objections	_____, 2024 at 5:00 p.m. (ET)
Confirmation Hearing	_____, 2024 at __:00 a.m. (ET)

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED IN THIS NOTICE, OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AGENT VIA ONE OF THE METHODS SPECIFIED IN THIS NOTICE. PLEASE NOTE THAT THE VOTING AGENT MAY NOT PROVIDE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, PLEASE CONSULT WITH YOUR ATTORNEY.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

Dated this 6th day of September, 2024.

/s/ Patrick M. Birney

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/s/ Everett J. Cygal

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*Counsel for The Catholic Mutual Relief
Society of America*

Schedule 6

Publication Notice

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION**

***In re: The Norwich Roman Catholic Diocesan Corporation
Case No. 21-20687***

Please take notice that on September 6, 2024, The Norwich Roman Catholic Diocesan Corporation (the “Diocese”), the Catholic Mutual Relief Society of America (“Catholic Mutual”) and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut (the “Association of Parishes,” and collectively the “Plan Proponents”) filed the *Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (the “Plan”). On September 6, 2024, the Plan Proponents filed the accompanying *Joint Disclosure Statement for Joint Chapter 11 Plan of Reorganization* [Docket No. ____] (the “Disclosure Statement”). The bankruptcy court approved the Disclosure Statement on _____, 2024.

If you hold claims against any of the Participating Parties and/or Settled Insurer Parties, including, but not limited to, the Diocese Parties, the Catholic Entity Parties (which includes various parishes, schools, and other Catholic Missions within the Diocese), Catholic Mutual, Xavier and/or Oceania, your rights may be affected.¹

As more fully explained in the Plan and Disclosure Statement, the Plan provides that all Abuse Claims and related claims, except Opt-Out Claims, against the Participating Parties and Settled Insurer Parties will be channeled to either the Trust or the Unknown Abuse Claims Trust, meaning that either of these trusts will be the sole and exclusive source of payment for any Channeled Claim. Under the Plan, Abuse Claimants maintain the right exercise the Opt-Out Election provided on the voting Ballot, which affords Abuse Claimants the ability to not be bound by the third-party releases and channeling injunctions in the Plan with respect to all Settled Insurers and Participating Parties other than the Diocese. The order confirming the Plan will, subject to limited exceptions, permanently enjoin and bar all persons that are not Opt-Out Claimants from asserting or pursuing Abuse Claims, and insurance coverage for such claims, against the Participating Parties and Settled Insurers, and will release the Participating Parties and the Settled Insurers from any further liability relating to such claims.

Those entitled to vote on the plan must complete, sign, and return a ballot to Omni Agent Solutions, Inc. so that it is actually received no later than 5:00 p.m. (prevailing Eastern Time) on _____, 2024.

The hearing at which the Court will consider confirmation of the Plan will commence on _____, 2024 at ____:00 __.m. (prevailing Eastern Time). Objections to confirmation of the Plan must be filed with the Court and served no later than _____, 2024 at ____:00 __.m. (prevailing Eastern Time).

Abuse Claimants² have a right to attend the Confirmation Hearing live in-person, to monitor or participate in the proceedings via Zoom, or to monitor the proceedings anonymously and remotely via Zoom. For remote access, contact calendarconnect_htd@ctb.uscourts.gov and indicate if you desire confidentiality.

If you believe your rights are or may be affected, you should promptly consult with an attorney regarding your rights and options. Please note that the information contained in this notice is not a substitute for reviewing the Plan the Disclosure Statement.

The Disclosure Statement, Plan, and additional documents relating to the confirmation of the Plan are posted on the reorganization pages of Omni Agent Solutions, Inc. (“Omni”) at <https://omniagentsolutions.com/Norwich>.

For diocesan information, please visit: <https://www.norwichdiocese.org/>

For U.S. Bankruptcy Court for the District of Connecticut information: <https://www.ctb.uscourts.gov/>

¹ All of the capitalized terms used in this paragraph are defined in Section I of the Plan.

² “Abuse Claimants” is defined in Section I, ¶ 3 of the Plan.

The Norwich Roman Catholic Diocesan Corporation**Cash Flow Forecast through January 2025**

Description	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
	Forecast ⁴	Forecast	Forecast	Forecast	Forecast	Forecast
Beginning Cash Balance (Unrestricted) ¹ -8.1.24	\$ 12,743,428	\$ 12,728,250	\$ 12,713,071	\$ 12,672,893	\$ 12,657,714	\$ 1,384,244
Total Receipts	\$ 899,000	\$ 899,000	\$ 899,000	\$ 899,000	\$ 899,000	\$ 899,000
Total Operating Disbursements	(914,179)	(914,179)	(914,179)	(914,179)	(914,179)	(914,179)
Net Operating Cash Flow (Before Plan Transactions)	(15,179)	(15,179)	(15,179)	(15,179)	(15,179)	(15,179)

Plan Transactions:

Real Estate Sale Proceeds to Trust					(6,637,664)	
Recovery from ACA					500,000	
Payment to Trust using funds received from ACA					(500,000)	
Settlement Payment to Trust					(500,000)	
Payment to Unknown Abuse Claims Trust					(50,000)	
Professional Fees ²					(4,070,627)	
Net Epiq Recovery to Estate ³					-	
UST Fees	-	-	(25,000)	-		(125,000)
Total Plan Transactions:	-	-	(25,000)	-	(11,258,291)	(125,000)
Net Cash Flow (Incl. Plan Transactions)	\$ (15,179)	\$ (15,179)	\$ (40,179)	\$ (15,179)	\$ (11,273,470)	\$ (140,179)

Ending Cash Balance	\$ 12,728,250	\$ 12,713,071	\$ 12,672,893	\$ 12,657,714	\$ 1,384,244	\$ 1,244,066
Payment to Trust in lieu of Epiq (see note #2)				\$ -		
Cash Balance After Additional Payments	\$ 12,728,250	\$ 12,713,071	\$ 12,672,893	\$ 12,657,714	\$ 1,384,244	\$ 1,244,066

Notes:

[1] Balance as of 8/1/24 and includes various real estate sale proceeds

[2] Estimated professional fees through January 2025

[3] Received by Debtor in December 2023

[4] Assumes December 2024 Confirmation and Effective Date

The Norwich Roman Catholic Diocesan Corporation**Cash Flow Projection - Professional Fees through January 31, 2025**

Professional	Unpaid Amount	Estimate through Completion (Jan 2025)	Total Future Payments	Notes
Ice Miller	\$ 400,000.00	\$ 1,625,000.00	\$ 2,025,000.00	Unpaid amount from \$400k holdback - 5th Interim Fee App
Robinson Cole	285,782.99	300,000.00	585,782.99	Estimate for period July 2024 thru January 2025
B. Riley	136,643.90	120,000.00	256,643.90	Estimate for period August 2024 thru January 2025
Zeisler	-	830,000.00	830,000.00	Estimate for period October 2023 thru January 2025
Brown Jacobson	-	40,000.00	40,000.00	Estimate for period October 2023 thru January 2025
Drony Law- Mediator	28,200.00	-	28,200.00	
WellSpeak	-	-	-	
OMJB	-	-	-	Total payments maxed out at \$50k
Gellert Scali	-	-	-	
Omni	-	80,000.00	80,000.00	Estimate for period June 2024 thru January 2025
Goldberg Kohn		175,000.00	175,000.00	MSJ Representation
Verdolino & Lowey		50,000.00	50,000.00	Total payments maxed out at \$50k
	\$ 850,626.89	\$ 3,220,000.00	\$ 4,070,626.89	

The Norwich Roman Catholic Diocesan Corporation*Professional Fees & Expenses through January 31, 2025***Legend:**

Filed & Paid
Filed & Unpaid
Unfiled & Unpaid
Estimate

Period	Ice Miller ¹	Robinson & Cole ²	B. Riley	Zeisler ³	Brown Jacobson	Drony Law - Mediator	Omni	Total
July-Sep 2021	\$ 513,946.21	\$ 174,307.59	\$ 342,936.93	\$ 147,801.15	\$ 5,048.00	\$ -	\$ -	\$ 1,184,039.88
Oct-21	129,154.30	31,407.86	43,933.10	-	629.06	-	-	205,124.32
Nov-21	135,319.51	33,032.24	19,367.50	81,540.94	-	-	-	269,260.19
Dec-21	65,464.79	15,377.90	18,243.70	31,458.75	-	-	-	130,545.14
Jan-22	105,603.53	42,436.59	40,153.26	45,242.66	2,886.00	-	-	236,322.04
Feb-22	102,018.84	20,259.32	30,258.50	33,670.97	-	-	-	186,207.63
Mar-22	125,690.63	30,398.34	17,482.50	50,477.36	-	-	-	224,048.83
Apr-22	98,834.19	36,666.97	15,846.20	38,689.89	-	-	-	190,037.25
May-22	94,009.64	30,052.08	18,181.50	65,963.20	-	-	-	208,206.42
Jun-22	105,973.25	31,368.80	9,324.60	95,163.98	5,816.00	-	-	247,646.63
Jul-22	68,114.31	29,591.07	18,379.25	25,419.21	-	-	-	141,503.84
Aug-22	80,130.74	39,053.50	35,379.77	49,234.03	-	-	-	203,798.04
Sep-22	147,576.32	63,557.73	45,656.38	103,064.74	-	-	-	359,855.17
Oct-22	166,156.24	53,535.99	44,351.93	42,560.86	5,994.00	-	-	312,599.02
Nov-22	97,389.70	57,877.28	23,637.50	32,928.09	-	-	-	211,832.57
Dec-22	134,904.44	43,310.10	25,324.00	47,087.61	-	-	-	250,626.15
Jan-23	194,161.56	62,794.56	28,848.52	86,098.94	-	-	-	371,903.58
Feb-23	219,697.65	66,924.76	28,595.00	149,938.93	-	-	5,183.60	470,339.94
Mar-23	188,222.85	50,953.03	39,913.96	70,922.66	-	25,590.00	17,025.00	392,627.50
Apr-23	40,391.55	28,149.21	17,961.00	43,999.51	-	2,610.00	11,524.08	144,635.35
May-23	50,119.65	66,338.45	12,789.50	45,244.38	-	-	3,867.96	178,359.94
Jun-23	21,266.55	65,783.60	29,376.50	40,825.13	-	-	4,222.86	161,474.64
Jul-23	98,183.70	22,619.50	13,454.50	43,183.36	-	-	12,511.01	189,952.07
Aug-23	96,105.10	43,653.50	20,438.50	63,917.25	-	-	17,068.86	241,183.21
Sep-23	40,052.25	30,549.90	27,235.90	48,534.09	23,071.64	-	10,554.07	179,997.85
Fee App Discount	(400,000.00)	(751.88)	(14,105.00)	-	-	-	-	(414,856.88)
Oct-23	100,000.00	51,863.45	26,656.40	45,000.00	2,500.00	-	10,871.39	236,891.24
Nov-23	100,000.00	40,519.47	25,175.00	45,000.00	2,500.00	-	9,172.09	222,366.56
Dec-23	100,000.00	35,715.50	13,364.00	45,000.00	2,500.00	-	2,881.79	199,461.29
Jan-24	100,000.00	43,215.50	15,983.50	45,000.00	2,500.00	-	18,278.75	224,977.75
Feb-24	100,000.00	51,069.15	9,848.50	45,000.00	2,500.00	-	3,748.75	212,166.40
Mar-24	100,000.00	24,840.72	10,853.50	45,000.00	2,500.00	-	12,892.02	196,086.24
Apr-24	100,000.00	10,532.35	7,361.00	45,000.00	2,500.00	-	1,551.93	166,945.28
May-24	100,000.00	16,372.35	7,823.00	45,000.00	2,500.00	-	1,450.93	173,146.28
Jun-24	100,000.00	11,654.50	7,589.50	100,000.00	2,500.00	-	10,000.00	231,744.00
Jul-24	100,000.00	30,000.00	11,989.50	100,000.00	2,500.00	-	10,000.00	254,489.50
Aug-24	100,000.00	75,000.00	20,000.00	45,000.00	2,500.00	-	10,000.00	252,500.00
Sep-24	125,000.00	75,000.00	20,000.00	45,000.00	2,500.00	-	10,000.00	277,500.00
Oct-24	100,000.00	30,000.00	20,000.00	45,000.00	2,500.00	-	10,000.00	207,500.00
Nov-24	100,000.00	30,000.00	20,000.00	45,000.00	2,500.00	-	10,000.00	207,500.00
Dec-24	100,000.00	30,000.00	20,000.00	45,000.00	2,500.00	-	10,000.00	207,500.00
Jan-25	100,000.00	30,000.00	20,000.00	45,000.00	2,500.00	-	10,000.00	207,500.00
Total Paid:	2,718,487.49	1,169,247.99	952,965.00	1,482,967.69	43,444.70	-	142,805.09	6,509,917.96
Total Unpaid:	400,000.00	285,782.99	136,643.90	-	-	28,200.00	-	850,626.89
Total Estimate	1,625,000.00	300,000.00	120,000.00	830,000.00	40,000.00	-	80,000.00	2,995,000.00
Total Unpaid + Estimate	\$ 2,025,000.00	\$ 585,782.99	\$ 256,643.90	\$ 830,000.00	\$ 40,000.00	\$ 28,200.00	\$ 80,000.00	\$ 3,845,626.89

Notes:

- [1] IM Oct 23 to June 24 fees/expenses are not final and are subject to change
 [2] RC Oct 23 to June 24 fees/expenses are not final and are subject to change
 [3] Did not receive Zeisler fees from Oct 23 to June 24 and the estimates are conservative

Exhibit 5

List of Credibly Accused

LIST OF CLERGY WITH ALLEGATIONS OF SUBSTANCE OF SEXUAL ABUSE OF A MINOR**INCARDINATED PRIESTS OF THE DIOCESE OF NORWICH**

Robert	W.	Barnes	Ordained 02-23-1980	Removed from ministry in 2002; Deceased 2008
Norbert	E.	Belliveau	Ordained May 10, 1956	Deceased 1989
Bernard	W.	Bissonnette	Ordained 05-15-1958	Dismissed from the clerical state 2005; Deceased 2008
Normand	R.	Boulanger	Ordained May 31, 1957	Left Diocese 1972; Dismissed from the clerical state 1973; Deceased 1996.
Richard	T.	Buongiorno	Ordained 05-26-1984	Removed from ministry in 1998; Dismissed from the clerical state 2005
Salvatore	L.	Busca	Ordained 06-04-1955	Removed from ministry in 1961; Excardinated from the Diocese of Norwich 1969; Perpetually professed into the Servants of the Paraclete; Deceased 2006
Dennis	G.	Carey	Ordained 05-30-1998	Arrested and removed from ministry in 2012; Deceased 2013
Anthony	R.	Caron	Ordained 07-14-1935	Removed from ministry in 1959; Deceased 1969
Santino	A.	Casimano	Ordained 08-16-1975	Removed from ministry in 2004; Deceased 2005
Roger	M.	Comtois	Ordained 06-05-1955	Resigned; Leave of Absence 1988; In Residence 1992; Deceased 1998
James	A.	Curry	Ordained 05-26-1949	Removed from ministry in 1981; Deceased 1986
Edward	F.	Frigault	Ordained 05-26-1949	Removed from ministry in 2002; Deceased 2008
Denis		Galipeau	Ordained 05-27-1961	Removed from ministry in 1964; Excardinated from Diocese of Norwich 1970; Incardinated into Archdiocese of Montreal

LIST OF CLERGY WITH ALLEGATIONS OF SUBSTANCE OF SEXUAL ABUSE OF A MINOR

Roman	S.	Gromala	Ordained 05-18-1950	Left diocesan ministry 1955; Excardinated from Diocese of Norwich 1972; Incardinated into Diocese of St. Petersburg; Deceased 1991
Paul	L.	Hebert	Ordained 05-23-1959	Removed from ministry 2004; Deceased in 2010
Raymond J.	Jean		Ordained 07-13-1957	Removed from ministry in 1990; Deceased in 2001
John	A.	Kozon	Ordained 05-26-1949	Removed from ministry 2005; Deceased 2013
Vincent	F.	Marino	Ordained 05-28-1983	Excardinated from Diocese of Norwich 1989; Incardinated into Archdiocese of Siracusa, Italy, prior to receiving allegation
R. Thomas		McConaghy	Ordained 05-30-1981	Removed from ministry in 2005
Joseph	P.	Murphy	Ordained 09-24-1988	Removed from ministry in 1998; Deceased 2015
John	C.	Nash	Ordained 05-10-1975	Removed from ministry in 2002; Petitioned for removal from the clerical state 2002; Deceased 2010
J. Lawrence		Ouimet	Ordained 06-15-1974	Resigned; Appointed Parochial Vicar with restricted ministry 1999; Deceased 2002
John	B.	Ramsay	Ordained 05-10-1956	Retired 1977 before any allegations received; Deceased 1994
Thomas	W.	Shea	Ordained 06-29-1946	Removed from ministry 1984; Deceased 2006

PRIESTS INCARDINATED IN ANOTHER DIOCESE WHO SERVED IN THE DIOCESE OF NORWICH

Louis		Paturzo	Ordained 05-26-73	Removed from ministry 2002; Dismissed from the clerical state 2008
Bruno		Primavera	Ordained 1973	Removed from ministry 1980; Deceased 2006

LIST OF CLERGY WITH ALLEGATIONS OF SUBSTANCE OF SEXUAL ABUSE OF A MINOR**PRIESTS BELONGING TO A RELIGIOUS ORDER WHO SERVED IN THE DIOCESE OF NORWICH**

Thomas J. Doyle, SM	Ordained 10-06-1974 (Society of Mary)	Removed from ministry in 1992; Deceased 2007
Charles Many, SSE	Ordained 01-26-1974 (Society of St. Edmund)	Assigned in Diocese by Religious Order 1978; Reassigned by Religious Order 1981 before allegation received
Eugene Orteneau, SJ	Ordained 06-19-1982 (Society of Jesus)	Reassigned by Religious Order 1981; Deceased 2009
Robert Leo Pelkington, OP	Ordained 1968 (Dominican)	Removed from ministry; Dismissed from the clerical state 2011; Deceased 2015
Patrick Sullivan, OCSO	Ordained 06-12-1954 (Trappist)	Dismissed from the clerical state 1970
Thomas Paschal, OSB	Order of St. Benedict	Reassigned by Religious Order 1993

PRIESTS WHO SERVED IN THE DIOCESE OF NORWICH WHO HAD ALLEGATIONS IN OTHER PLACES BUT NOT IN THE DIOCESE OF NORWICH

Kenneth P. Bonadies	Ordained 5-21-1965	Priest of Diocese of Steubenville, OH, Retired, December 31, 2004, before any claims against him were received. Removed from ministry September 11, 2018.
Joseph Buckley	Ordained 05-21-1932 (Hartford)	Deceased 1975
William J. Cullen, SJ	Ordained 1965 (Society of Jesus)	Removed from ministry in 2005; Deceased 2010

LIST OF CLERGY WITH ALLEGATIONS OF SUBSTANCE OF SEXUAL ABUSE OF A MINOR

John	F.	Dority, OFM	Ordained 02-18-1967 (Order of Friars Minor)	Granted an Indult of Departure from Religious Order and returned to the Lay State-1980; Resides in the Diocese of Norwich but has never been affiliated with the Diocese in any capacity.
Ivan		Ferguson	Ordained 05/06/1970 (Auxiliary Priest-Missionaries of the Holy Apostles)	Incardinated into the Archdiocese of Hartford 02/09/1979; Removed from Ministry 03/04/1993; Deceased 12/16/2002; Diocese has no other information.
Joseph		Gorecky	Ordained 1959 (Bridgeport)	Deceased 1988
Michael		Krol	Ordained 1945 (Austin, TX)	Left diocese 1963; Deceased 1996
Stephan		Johnson, CSP	Ordained 05-16-1981 (Paulist Fathers)	Left diocese 1987; Left Religious Order 07/12/1996
Felix		Maguire	Ordained 05-18-1950 (Hartford)	Removed from ministry 1992; Deceased 2008
Edward	P.	McGrath, SDB	Ordained 06-29-1969 (Salesians Don Bosco)	Deceased 1998
Frank	J.	McManus, SJ	Ordained 06-09-1973 (Society of Jesus)	Deceased 2015
Peter		Mitchell	Ordained 05-03-1951 (Hartford)	Removed from ministry 2001
Joseph		Owens, SJ	Ordained 1971 (Society of Jesus)	Resided in the Diocese, assigned by religious superiors to work not affiliated with the Diocese of Norwich. Diocese has no other information.
Paul		Pinard, SSE	Ordained 05-22-1959 (Society of St. Edmund)	Removed from diocesan ministry 2004; Deceased 2017

LIST OF CLERGY WITH ALLEGATIONS OF SUBSTANCE OF SEXUAL ABUSE OF A MINOR

Edward	Reardon	Ordained 05-14-1931 (Hartford)	Deceased 1991
Robert	E. Shea	Ordained 05-22-1941 (Hartford)	Deceased 1995
George	St. Jean, OMI	Date of Ordination Unknown (Oblates of Mary Immaculate)	Left Diocese in 1962; Deceased 1982
Felix	Werpechowski	Ordained 05-25-1929 (Hartford)	Deceased 1972