

**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)

JOINT CHAPTER 11 PLAN OF REORGANIZATION

Dated: September 6, 2024

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INTRODUCTION

The Norwich Roman Catholic Diocesan Corporation, the debtor and debtor-in-possession in the above captioned Bankruptcy 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”) propose this amended plan of reorganization (the “Plan”) pursuant to the provisions of the Bankruptcy Code. All Claimants are encouraged to consult the amended disclosure statement for the Plan (the “Disclosure Statement”), before voting to accept or reject this Plan. Among other information, the Disclosure Statement contains discussions of the events involving The Norwich Roman Catholic Diocesan Corporation prior to and during this Bankruptcy Case, and a summary and analysis of the Plan. No solicitation materials, other than the Disclosure Statement, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

SECTION I **DEFINITIONS AND INTERPRETATION**

1.1. Defined Terms. For the purposes of the Plan, except as expressly provided otherwise, all capitalized terms have the meanings ascribed to them below:

1. “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.

2. “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.

3. “Abuse Claimant” means the Holder of an Abuse Claim.

4. “Abuse Claim Release” means the release in the form attached as Exhibit L to the Plan to be executed by the Holder of an Abuse Claim that is not an Opt-Out Abuse Claim, as a precondition to receiving a Distribution pursuant to the Plan, including any Distribution from the

Trust to a Class 4 Claimant, or a Distribution from the Unknown Abuse Claims Trust to a Class 5 Claimant or a Post-Petition Abuse Claimant.

5. “Abuse Claims Reviewer” means the Person¹, including the designee of such Person, who will assess Class 4 and Class 5 Claims under the Trust Distribution Plan and the Unknown Abuse Claims Trust Distribution Plan.

6. “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.

7. “ACA” means The Annual Catholic Appeal, Inc., a civil non-stock corporation organized under the law of the State of Connecticut and is a non-profit fund-raising entity that subsidizes over twenty-five Catholic charitable ministries and programs in communities throughout the territory of the Diocese.

8. “Administrative Claim” means a Claim for payment of an administrative expense of a kind specified in § 503(b) and referred to in § 507(a)(2) of the Bankruptcy Code, including the actual, necessary costs and expenses of preserving the Estate, any actual, necessary costs and expenses of operating the business of the Debtor, all Professional Claims, any fees or charges assessed against the Estate under 28 U.S.C. § 1930, and with respect to any Allowed Post-Petition Abuse Claims, such Claim satisfies the requirements of an Administrative Claim above, and has satisfied the requirements in Section 3.1(c) of the Plan.

9. “Administrative Claims Filing Deadline” means thirty (30) days after a notice of the Effective Date is filed with the Bankruptcy Court by which any request for allowance and payment of an Administrative Claim (but expressly excluding a Professional Claim) much be filed in the Bankruptcy Case and duly served, or be barred in accordance with Section 3.1(e) of this Plan.

10. “Administrative Claims Objection Deadline” means no later than fourteen (14) days after the Administrative Claim Filing Deadline.

11. “Affiliates” means all Persons that control, are controlled by, or are under common control with, another Person, including parents and subsidiaries. For the avoidance of doubt, the following are not Affiliates of any of the Participating Parties: (i) the Non-Settling Insurers; (ii) a Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party; and (iii) the Holy See.

12. “Allowed” means a Claim or part of it: (a) that has been allowed by a Non-Appealable Order; (b) that has been scheduled by the Debtor as not disputed, not contingent and

¹ The Abuse Claims Reviewer shall be appointed and approved by order of the Bankruptcy Court on a motion by the Plan Proponents. The Abuse Claims Reviewer will be identified by name in this definition in the solicitation version of this Plan.

not unliquidated, for which no Proof of Claim has been timely filed and as to which no objection has been filed by the Claims Objection Deadline; (c) as to which a Proof of Claim in a liquidated and non-contingent amount has been timely filed and as to which no objection has been filed by the Claims Objection Deadline or any objection has been settled or withdrawn, or has been denied by a Non-Appealable Order; (d) that is expressly allowed by the terms of this Plan; or (e) that is deemed allowed under the Trust Distribution Plan.

13. “Allowed Professional Claim” means a Professional Claim for which the Bankruptcy Court has entered an Order—including, if applicable, an order determining, after notice and a hearing, that a professional has established that it has made a substantial contribution in this Bankruptcy Case within the meaning of § 503(b)(3) of the Bankruptcy Code—which has become a Non-Appealable Order allowing the relevant Fee Application.

14. “Approval Order” means either: (i) an order of the Bankruptcy Court authorizing and approving a Settlement Agreement, which may include the Confirmation Order; or (ii) in the case of proposed findings of fact and conclusions of law with respect to the authorization and approval of a Settlement Agreement entered and submitted by the Bankruptcy Court to the United States District Court for the District of Connecticut, the order of the District Court authorizing and approving the Settlement Agreement; and no stay pending appeal has entered or, if entered, no stay pending appeal continues in effect.

15. “Assets” of the Diocese or the Estate means, collectively, all property of the Diocese or the Estate, respectively, of every kind and character, wherever located, whether real or personal, tangible or intangible, and specifically including cash (including the residual balance of any reserves established under the Plan, but not the Trust) and Causes of Action.

16. “Ballot” means the ballot to vote to accept or reject the Plan that was approved by the Bankruptcy Court and attached as Schedule 2 to Exhibit 3 to the Disclosure Statement.

17. “Bankruptcy Case” means this bankruptcy case captioned, *In re: The Norwich Roman Catholic Diocesan Corporation*, bearing Case No: 21-20687 (JJT) pending before the Bankruptcy Court.

18. “Bankruptcy Code” means title 11 of the United States Code, as now in effect or hereafter applicable to this Chapter 11 Case.

19. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Connecticut, Hartford Division.

20. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure as currently promulgated, Fed. R. Bankr. P. 1001 – 9037, the Local Rules of Bankruptcy Procedure of the Bankruptcy Court, and the Judicial Practices and Procedures of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Bankruptcy Case.

21. “Barred Abuse Claim” means an Abuse Claim arising at a time when the Abuse Claimant was under the age of eighteen (18), and where both: (i) no civil action had been

commenced to recover upon such Abuse Claim within thirty (30) years from the date such Abuse Claimant attained the age of eighteen (18), which civil action remained pending on the Petition Date; and (ii) the Petition Date occurred more than thirty (30) years from the date such Abuse Claimant attained the age of eighteen (18).

22. “Barred Abuse Claimant” means the Holder of a Barred Abuse Claim.

23. “Business Day” means any day other than a Saturday, Sunday or a “legal holiday” (as defined by Bankruptcy Rule 9006(a)).

24. “Canon Law” means the Code of Canon Law of the Roman Catholic Church, as codified in 1983 and as may hereafter be amended, and all binding universal and particular laws of the Roman Catholic Church.

25. “Cash” means the equivalent of legal tender of the United States of America, however paid or transmitted.

26. “Cash Contributions” shall have the meaning ascribed to it in Section 7.1(a)(3) of the Plan.

27. “Catholic Entities” means those Persons specifically identified on Exhibit D and their respective predecessors-in-interest, including such Person’s present and former Parishes, schools (including Mount St. John) and certain other Catholic entities specifically identified in Exhibit D. All Catholic Entities operate or operated within the geographical territory of the Diocese and are insured or allegedly insured or covered under an Insurance Policy. A Catholic Entity 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.

28. “Catholic Entity Parties” means the Catholic Entities and, solely in the capacity as such: (i) each of their past and present parents, subsidiaries, merged companies, and divisions; (ii) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, bishops, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the foregoing Persons in their capacity as such; and (iii) each of the foregoing Persons’ respective predecessors, heirs, successors and assigns. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the members or subject to their control. A “Catholic Entity 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.

29. “Catholic Mutual” means The Catholic Mutual Relief Society of America.

30. “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.

31. “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.

32. “Catholic Mutual Contribution” means the sum of \$4,500,000 to be paid by Catholic Mutual to the Trust after satisfaction of all conditions set forth in the Catholic Mutual Settlement Agreement affixed hereto as Exhibit J.

33. “Catholic Mutual Settlement Agreement” means the Settlement Agreement by and amongst the Diocese Parties, the Catholic Entity Parties and Catholic Mutual in substantial conformity with the form of Settlement Agreement affixed hereto as Exhibit J which shall be approved by an Approval Order.

34. “Cause of Action” or “Causes of Action” means, except as provided otherwise in the Plan, the Confirmation Order, or any document, instrument, release, or other agreement entered into in connection with the Plan, all Claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, third-party Claims, counterclaims, and cross claims of the Diocese or its Estate, the Committees, or the Trust (as successor to the Diocese or its Estate), whether or not pending on the Effective Date against any Person based on law or equity (in each case, in respect of a Cause of Action that arose before the Effective Date), including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown, any action brought pursuant to §§ 522, 541–45, 547–51, and 553 of the Bankruptcy Code; provided, however, that any affirmative defense or crossclaim asserted with respect to a Claim shall not be deemed a Cause of Action to the extent that it seeks to disallow or reduce, or is offset against, such Claim.

35. “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.

36. “Channeling Injunction” means the injunction imposed pursuant to Section 13.6 of this Plan, the Confirmation Order and any Settlement Agreement with a Participating Party or a Settled Insurer required under the Plan.

37. "Chapter 11 Case" means Case No. 21-20687 (JJT) pending in the Bankruptcy Court.

38. "Citizens" means RBS Citizens, N.A., as successor in interest to Citizens Bank of Connecticut.

39. "Citizens Secured Guaranty Claim" means the general, contingent, unliquidated claim alleged by Citizens in the approximate amount of \$5,046,752.32 as of the Petition Date, arising out of those certain pre-petition Limited Guaranty Agreements, dated April 30, 1998, as same may have been amended from time to time (collectively, the "Citizens Guaranty Agreement"), made by the Diocese to Citizens to with respect to alleged indebtedness of Xavier to Citizens, as secured by certain mortgages granted on the 181 Randolph Rd. Property.

40. "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.

41. "Claim Objection" means a filed objection to the allowance of a Claim.

42. "Claimant" means the Holder of a Claim.

43. "Claims Bar Date" means March 15, 2022.

44. "Claims Objection Deadline" means, unless extended by the Bankruptcy Court, the first Business Day that follows the sixtieth (60th) day after the Effective Date, by which any objection to a Claim must be filed with the Bankruptcy Court or such objection will be forever barred.

45. "Class 4 Ballot" means the Ballot that the Holders of Class 4 Claims will use to accept or reject the Plan and determine whether to exercise the Opt-Out Election. The Class 4 Ballot includes the Abuse Claim Release required to be completed and executed by each Class 4 Claimant pursuant to the Plan, the Confirmation Order, and the Trust, as a condition to receive any Distribution from the Trust.

46. "Class 5 Ballot" means the Ballot that the Unknown Abuse Claims Representative will use to accept or reject the Plan and determine whether to exercise the Opt-Out Election. The Class 5 Ballot includes the Abuse Claim Release required to be completed and executed by the Unknown Abuse Claims Representative pursuant to the Plan, Confirmation Order, and the Unknown Abuse Claims Trust.

47. "CMS" means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services, located at 7500 Security Boulevard, Baltimore, MD 21244-1850 and/or any Representative or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA for reimbursement of Medicare Claims.

48. “Co-Defendant” means either (i) a defendant in a lawsuit in which the Debtor is also named as a defendant and which lawsuit alleges an Abuse Claim against the defendant and the Debtor, and/or (ii) a Person who may be fully or partially responsible with the Debtor for conduct giving rise to an Abuse Claim, whether or not asserted prior to the Effective Date. A Participating Party or Settled Insurer Party is not a Co-Defendant.

49. “Committee” means the Official Committee of Unsecured Creditors appointed in this Chapter 11 Case, as such committee may be constituted from time to time.

50. “Committee Plan” means the *First Amended Chapter 11 Plan of Reorganization Proposed by the Official Committee of Unsecured Creditors* [Dkt. No. 1780].

51. “Confirmation Date” means the date on which the Confirmation Order is entered by a court having jurisdiction.

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

53. “Confirmation Order” means either: (i) the order entered by the Bankruptcy Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code; or (ii) in the case of proposed findings of fact and conclusions of law with respect to confirmation of the Plan entered by the Bankruptcy Court and submitted to the District Court, the order of the United States District Court for the District of Connecticut confirming the Plan pursuant to § 1129 of the Bankruptcy Code; and no stay pending appeal has entered or, if entered, no stay pending appeal continues in effect.

54. “Contributions” means the aggregate of all contributions to the Trust by the Participating Parties and Settled Insurers and the Diocese Contribution pursuant to Section 7.1(a) of the Plan.

55. “D&O Coverage” shall have the meaning set forth in Section 9.13 of the Plan.

56. “Debtor” means the Diocese as debtor in possession pursuant to § 1107(a) of the Bankruptcy Code in the Chapter 11 Case.

57. “Diocese” means The Norwich Roman Catholic Diocesan Corporation, which is the diocesan corporation formed under applicable Connecticut law and includes the Debtor and/or Reorganized Debtor.

58. “Diocese Contribution” means those contributions made by the Diocese from Diocese Assets to the Trust pursuant to Section 7.1(a) of the Plan.

59. “Diocese Parties” means collectively the Diocese and Reorganized Debtor, as now constituted or as it may have been constituted, and, solely in their capacity as such: (i) each of their past and present parents, subsidiaries, merged companies and divisions; (ii) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards,

administrators, bishops, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the foregoing Persons in their capacity as such; and (iii) each of the foregoing Persons' respective predecessors, heirs, successors and assigns. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of the Diocese or subject to its control. A "Diocese Party" does not include either: (x) a Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor or a Participating Party; or (y) Epiq and its Affiliates.

60. "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.

61. "Disallowed" means (i) a Claim, or any part of it, that has been disallowed by Non-Appealable Order; (ii) a Claim which has been scheduled by the Debtor at zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court under the Bankruptcy Code, a Non-Appealable Order, or other applicable law; or (iii) a Claim not listed in the schedules filed by the Debtor and as to which no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court under the Bankruptcy Code or a Non-Appealable Order.

62. "Disputed" when used with respect to a Claim against the Diocese or property of the Diocese, means a Claim: (i) designated as disputed, contingent, or unliquidated in the Debtor's Schedules; (ii) which is the subject of an objection, appeal, or motion to estimate that has been or will be timely filed by a party in interest and which objection, appeal, or motion has not been determined by a Non-Appealable Order; or (iii) which during the period prior to the deadline fixed by the Plan or the Bankruptcy Court for objecting to such Claim, is in excess of the amount scheduled as other than disputed, unliquidated, or contingent. In the event that any part of a Claim is Disputed, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under the Plan unless the Debtor or the Reorganized Debtor, as applicable, and the Holder thereof agree otherwise. To the extent the term "Disputed" is used in the Plan with respect to a specified class of Claims or an unclassified category of Claims (i.e., "Disputed [class designation/unclassified Claim category] Claim"), the resulting phrase shall mean a Disputed Claim of the specified class or unclassified category of Claims. Notwithstanding the foregoing, the process for Disputed Class 4 Claims and Disputed Class 5 Claims will be governed by the Sections 5.4 and 5.5 of the Plan, the Trust Agreement and Unknown Abuse Claims Trust Agreement.

63. "Distribution" means any payment of Cash or property to any Holder of an Allowed Claim as provided in the Plan.

64. "Distribution Date" means each date determined by the Trustee or the Unknown Abuse Claims Trustee in their sole discretion on which Distributions will be made from the Trust or the Unknown Abuse Claims Trust, as applicable, to Holders of allowed Claims classified in Class 4 or Class 5, respectively, and in accordance with the Plan, the Confirmation Order, the Trust Distribution Plan and the Unknown Abuse Claims Trust Distribution Plan, as applicable.

65. “District Court” means the United States District Court for the District of Connecticut.

66. “Effective Date” means the date upon which the conditions in Section XII of the Plan have been satisfied.

67. “Epiq” means Epiq Corporate Restructuring, LLC.

68. “Estate” means the bankruptcy estate created upon the commencement of this Bankruptcy Case pursuant to § 541 of the Bankruptcy Code.

69. “Exculpated Parties” means collectively, the Debtor, the Catholic Mutual Parties, the Committee and the Committee’s members (solely in their representative capacity); 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.

70. “Executory Contracts” means all contracts or unexpired leases entered into before the Petition Date between the Diocese and any other Person or Persons, pursuant to which parties to both sides of the contract or lease have remaining material duties such that the breach by one party would excuse the performance by the other parties thereto. Executory Contracts are attached hereto as Exhibit P.

71. “Extra-Contractual Claims” means any Claim against the Insurers seeking any type of relief in connection with any alleged obligations of the Insurers to the Participating Parties (including compensatory, exemplary, or punitive damages, or attorneys’ fees, interest, costs or any other type of relief) alleging any of the following: bad faith; failure to provide insurance coverage under any Insurance Policy; failure or refusal to compromise and settle any Claim insured under any Insurance Policy; failure to act in good faith; violation of any covenant or duty of good faith and fair dealing; violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; violation of any unfair claims practices act or similar statute, regulation or code; any type of misconduct or any other act or omission of any type for which the claimant seeks relief other than coverage or benefits under an Insurance Policy. The term “Extra-Contractual Claims” includes all Claims relating to the Insurers’ (i) handling of any request for insurance coverage for any Claim under the Insurance Policies; (ii) conduct relating to the negotiation of the Insurance Settlement Agreements; and (iii) conduct relating to the settlement of any Insurance Coverage concerning the Insurance Policies.

72. “Fee Application” means an application filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules for payment of a Professional Claim.

73. “Final Decree” means the decree contemplated under Bankruptcy Rule 3022.

74. “High Schools” means Xavier, Mercy and St. Bernard.

75. “Holder” means a Person holding a Claim.

76. “Insurance Claims” means all Claims against any Non-Settling Insurer whether sounding in contract, tort, statute or otherwise, including equity and bad faith, held by:

- (a) the Debtor related to an Abuse Claim including those for: (i) Insurance Coverage, (ii) the interpretation or enforcement of the terms of any Insurance Policy; and/or (iii) an Extra-Contractual Insurance Claim; or
- (b) the Participating Parties related to an Abuse Claim against the Participating Party, whether independently or jointly liable with the Debtor on such Abuse Claim, including (i) Insurance Coverage; (ii) the interpretation or enforcement of the terms of any Insurance Policy; and/or (iii) an Extra-Contractual Insurance Claim.

The term “Insurance Claims” includes any Claim against a Non-Settling Insurer for reimbursement of defense costs or related expenses under any Non-Settling Insurer’s Insurance Policy incurred by the Debtor or a Participating Party through or after the Effective Date.

77. “Insurance Coverage” means insurance or other form of indemnification against loss, available under any Insurance Policy, whether known or unknown to the Debtor or the Committee, to indemnify and/or defend all or any part of an Abuse Claim asserted against (a) the Debtor and/or (b) a Participating Party.

78. “Insurance Litigation” means any actual or potential litigation as to any recoveries from any Non-Settling Insurer or any rights under any Non-Settling Insurer Policies.

79. “Insurance Policies” mean any and all policies, certificates and other contracts providing Insurance Coverage, including without limitation, those listed on Exhibit C.

80. “Insurance Recoveries” means the rights to any proceeds, including any interest or income earned thereon, and other relief, from (a) any award, judgment, relief, or other determination entered or made as to any Insurance Claims, including regarding any Causes of Action related to or arising in connection with any Insurance Claims; (b) any amounts payable by an Insurer under any Settlement Agreement with the Debtor, a Participating Party or a Settled Insurer regarding Insurance Claims; and (c) any proceeds of any Insurance Policy paid or payable to the Debtor, a Participating Party or a Settled Insurer regarding Insurance Claims. Insurance Recoveries do not include any recoveries of a Settled Insurer under any agreement or contract providing reinsurance to the Settled Insurer.

81. “Insurance Settlement Agreement” means, collectively or separately, any agreements between the Debtor and/or the Trustee and Catholic Mutual or any other Settled Insurer with respect to Insurance Coverage or Related Insurance Claims.

82. “Insurer” means a Person (including all of its Affiliates, successors, and assigns) that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in, any Insurance Policy.

83. “Late-Filed Abuse Claim” means an Abuse Claim 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 Petition Date, and for which the Abuse Claimant filed a Proof of Claim in the Bankruptcy Case after the Claims Bar Date and before the Effective Date.

84. “Late-Filed Abuse Claimant” means the Holder of a Late-Filed Abuse Claim.

85. “Lien” means any charge against or interest in property to secure payment of a debt or performance of an obligation as provided by § 101(37) of the Bankruptcy Code.

86. “Medicare Claims” means any and all Claims by CMS against the Trust, any Settled Insurer, or any Participating Party, under MMSEA and under MSP, that relate to any payments in respect of any Abuse Claims, including Claims for reimbursement of payments made to Abuse Claimants who recover or receive any Distribution from the Trust and Claims by CMS relating to reporting obligations.

87. “Mediators” means, individually and collectively, Paul A Finn, Commonwealth and Conciliation, Inc., and The Honorable Christopher F. Droney, Droney Law, LLC.

88. “Medicare Trust Fund” means a U.S. Treasury-held trust fund account from which Medicare is funded or from which Medicare disbursements are paid, including the Hospital Insurance Trust Fund and the Supplementary Medical Insurance (SMI) Trust Fund.

89. “Mercy” means Mercy High School Corporation, a Connecticut nonprofit corporation, located at 1740 Randolph Rd., Middletown, Connecticut.

90. “Mercy Settlement Agreement” means the Settlement Agreement by and among Mercy and the Diocese subject to approval pursuant to the Plan, in substantial conformity with the form of Settlement Agreement attached hereto.

91. “Mount St. John” means Mount Saint John, Inc., a Connecticut nonprofit corporation, located at 135 Kirtland Street, Deep River, Connecticut.

92. “Mount St. John Parties” means collectively Mount St. John and: (i) each of the past and present parents, subsidiaries, merged companies and divisions; (ii) any named covered party, covered party and additional covered party of Mount St. John under the Catholic Mutual Certificates; (iii) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, members of boards, administrators, bishops, priests, deacons, brothers, sisters, nuns, other clergy or religious personnel, volunteers, agents, attorneys, and representatives of Mount St. John and/or for the Persons in their capacity as such; and (iv) each of the foregoing Persons’ respective predecessors, heirs, successors and assigns. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of Mount St. John or subject to its control.

93. “Mount St. John Settlement Agreement” means the Settlement Agreement by and among Mount St. John and the Diocese, in substantial conformity with the form of Settlement Agreement attached hereto.

94. “MMSEA” means § 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L.110-173), which imposes reporting obligations on those Persons with payment obligations under the MSPA.

95. “MSPA” means 42 U.S.C. § 1395y et seq., or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto.

96. “M&T” means M&T Bank Corporation (Manufacturers and Traders Trust Company), and all of its successors by merger and predecessors in interest, including, but not limited to, as successor by merger of People’s United Bank, National Association, as successor by merger of Farmington Bank.

97. “M&T Guaranty Agreement” means that certain Limited Guaranty Agreement executed by the Diocese to Farmington Bank on February 26, 2016, to secure the alleged indebtedness of Mercy to Farmington Bank, M&T’s predecessor in interest.

98. “M&T Secured Guaranty Claim” means that certain general, contingent, unliquidated claim alleged by M&T in the approximate amount of \$1,687,541.00 as of March 31, 2023, arising as a result of the M&T Guaranty Agreement, and allegedly secured by that certain Open-End Mortgage Deed, Security Agreement and Fixture Filing granted upon the 1740 Randolph Rd. Property by the Diocese to Farmington Bank, M&T’s predecessor in interest, on February 26, 2016, and recorded at Volume 1861, Page 407, of the Middletown Land Records.

99. “M&T Secured Revolving Loan Claim” means the amount of \$276,543.32, alleged by M&T to be due and owing under that certain Commercial Note and Revolving Loan Agreement, dated September 7, 1994 by and between the Diocese and M&T, as successor to People’s United Bank, National Association, and alleged by M&T to be secured by certain of the Diocese’s deposit accounts held at M&T. The M&T Secured Claim is subject to the rights of the Diocese under the Interim Order and Stipulation Authorizing Use of Cash Collateral of, and Granting Adequate Protection to, Peoples United Bank, National Association [Dkt. No. 154].

100. “Net Proceeds” means the gross consideration paid by the purchaser(s) less state and local conveyance taxes, recording fees, and the real estate agent commission due by seller.

101. “Non-Appealable Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and is final and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which, if such an appeal, writ of certiorari, review, reargument, or rehearing has been timely sought, then no order, judgment, or other decree is a Non-Appealable Order until (a) such appeal, certiorari, review, reargument, or rehearing has

been denied or dismissed and the time to take any further appeal or petition for certiorari, review, reargument, or rehearing has expired; or (b) such order has been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard, or that granted certiorari, and the time to take any further appeal or petition for certiorari, review, reargument, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Non-Appealable Order.” For the avoidance of doubt, if applicable, the order entered by the District Court upon the proposed findings of fact and conclusions of law submitted by the Bankruptcy Court (rather than such proposed findings of fact and conclusions of law) shall be the order, judgment or decree referred to in this definition.

102. “Non-Settling Insurer Policies” means the known or unknown contracts, binders, certificates, or policies of insurance that any Non-Settling Insurer issued, subscribed in any interest in, or has underwritten any risk in, in effect on or before the Effective Date, and that were issued to, allegedly issued to, or for the benefit of, or that otherwise actually, allegedly, or potentially insure, the Diocese, the Participating Parties or any of their predecessors in interest, successors, or assigns, and that actually, allegedly or could potentially afford coverage with respect to any Abuse Claim.

103. “Non-Settling Insurer(s)” means any Insurer that is not a Settled Insurer by the Effective Date; provided, however, that after the Effective Date a Non-Settling Insurer may become and may be treated as a Settled Insurer in accordance with the terms of this Plan including, without limitation, pursuant to Section X of the Plan.

104. “Oceania” means The Oceania Province of the Congregation of Christian Brothers f/k/a The St. Patrick’s Province of the Christian Brothers. For the avoidance of doubt, “Oceania” does not include the Congregation of Christian Brothers (a/k/a *Congregatio Fratrum Christianorum*, Irish Christian Brothers, or the Edmund Rice Christian Brothers) and any of its subdivisions, subsidiaries, and Affiliates, including but not limited to the North American Province of Christian Brothers, other than Oceania.

105. “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 herein in accordance with the Opt-Out Election set forth in the Class 4 Ballot and the Class 5 Ballot.

106. “Opt-Out Abuse Claim” means any Abuse Claim held by an Opt-Out Claimant.

107. “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.

108. “Opt-Out Claimants’ Temporary Injunction and Gate Keeping Provisions” shall mean the provisions in Section 13.11 of the Plan.

109. “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.

110. “Other Insurance Policy” has the meaning set forth in Section 10.14.

111. “Parishes” means each and every parish of or in the geographical region of the Diocese specifically listed in Exhibit F appended hereto.

112. “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.

113. “Person” means any individual or entity, including any corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, estate, trust, trustee, personal executor or personal representative, unincorporated association, or other entity, of any nature and wherever located, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof and any other individual or entity within the definition of (i) “person” in § 101(41) of the Bankruptcy Code; or (ii) “entity” in § 101(15) of the Bankruptcy Code.

114. “Petition Date” means July 15, 2021, the date on which the Diocese commenced the Chapter 11 Case.

115. “Plan” means this plan of reorganization proposed pursuant to Chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, or modified from time to time with the consent of the Plan Proponents, the Settled Insurers, and the Participating Parties, in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

116. “Plan Proponents” shall have the meaning set forth in the “Introduction” paragraph of the Plan.

117. “Post-Petition Abuse Claim” means any Abuse Claim 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 after the Petition Date and before the Effective Date.

118. “Post-Petition Abuse Claimant” means the Holder of a Post-Petition Abuse Claim.

119. “Preserved Coverage” means coverage of the Diocese Parties and the Catholic Entity Parties referred to in the Catholic Mutual Certificates, subject to the limits, declarations, terms and conditions of the Catholic Mutual Certificates, as amended by the Catholic Mutual Settlement Agreement; provided, however, that Preserved Coverage shall not include (a) coverage under the Sold Certificates or (b) coverage for: (i) any and all Direct Action Claims or Abuse Claims, or (ii) any and all other Channeled Claims, which coverage is settled, extinguished and excluded by the Catholic Mutual Settlement Agreement and this Plan.

120. “Priority Tax Claim” means a Claim of a governmental unit of the kind specified in § 507(a)(8) of the Bankruptcy Code.

121. “Professional” means any professional employed or to be compensated pursuant to §§ 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code.

122. “Professional Claim” means a Claim for compensation for services and/or reimbursement of expenses pursuant to §§ 327, 328, 330, 331, or 503(b) of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Chapter 11 Case.

123. “Proof of Claim” means a proof of Claim filed in the Chapter 11 Case pursuant to § 501 of the Bankruptcy Code and/or pursuant to any order of the Bankruptcy Court, together with supporting documents.

124. “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.

125. “Released Catholic Mutual Claims” means any Claims against Catholic Mutual that are released under the Catholic Mutual Settlement Agreement or this Plan.

126. “Reorganized Debtor” means the Diocese, on and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to the “Diocese” and the “Reorganized Debtor” throughout various provisions of the Plan are an effort to anticipate whether an event may occur before or after the Effective Date. In this regard, and generally for purposes of the Plan, any written agreement signed after the Petition Date made by the Diocese as part of the Plan before the Effective Date (unless otherwise provided) will survive the Confirmation Date and the Effective Date and will bind the Reorganized Debtor and every other party to such agreement (including, but not limited to, the provisions of the Plan if confirmed).

127. “Revested Assets” means all Assets owned by the Debtor as of the Effective Date that are not transferred to the Trust under the Plan effective as of the Effective Date.

128. “Settled Insurer” means Catholic Mutual and each of those Insurers on Exhibit E to the Plan, as amended by order of the Bankruptcy Court. Upon the consent of the Trustee, at his sole and absolute discretion, a Person may become a Settled Insurer after the Effective Date if the Bankruptcy Court approves the Settlement Agreement between the Person and the Trustee under its retained jurisdiction. Upon the Bankruptcy Court’s approval of such an agreement by a Non-Appealable Order, Exhibit E will be amended by the Trustee to include such Person.

129. “Settled Insurer Defense and Indemnification Limitation” has the meaning set forth in Section 8.1(d), below.

130. “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.

131. “Settled Insurer Policies” means, collectively, all Insurance Policies that are the subject of an Insurance Settlement Agreement(s) with the Settled Insurers.

132. “Settlement Agreement” means any compromise or settlement of controversy or other agreement by and between the Trustee, on the one hand, and, *inter alia*, the Diocese, Catholic Mutual, any other Settled Insurer, any Participating Party, and/or any other Person, on the other, memorializing any settlement or compromise or resolving any Abuse Claim, claim for Insurance Coverage and/or any Insurance Claim, and includes for avoidance of doubt any Insurance Settlement Agreement, the Mercy Settlement Agreement, St. Bernard Settlement Agreement, Xavier Settlement Agreement, and the Mount St. John Settlement Agreement.

133. “Sold Certificates” means all Certificates of Insurance issued by Catholic Mutual for coverage before July 1, 1990, and specifically identified in Exhibit C appended hereto, that are

to be sold free and clear of Liens and interests pursuant to the Approval Order authorizing and approving the Catholic Mutual Settlement Agreement and the Plan.

134. “St. Bernard” means Saint Bernard School of Montville, Incorporated, a Connecticut nonprofit corporation, located at 1593 Route 32, Montville, Connecticut.

135. “St. Bernard Property” means that certain piece and parcel of real property, and all buildings and improvements thereon, known 593 Route 32, Montville, Connecticut, and comprised of approximately a 113-acre site, and previously owned by the Diocese.

136. “St. Bernard Property Sale” means the sale of the St. Bernard Property in accordance with the *Order Approving the Sale of Certain Property, Including All Improvements Thereon in Montville, Connecticut and Granting Certain Related Relief* entered on June 20, 2023 [Dkt. No. 1344].

137. “St. Bernard Settlement Agreement” means the Settlement Agreement by and among St. Bernard and the Diocese subject to approval pursuant to the Plan, in substantial conformity with the form of Settlement Agreement attached hereto.

138. “Supplemental Plan Documents” means, collectively, the documents included (or to be included) in the supplemental appendix to the Plan and filed with the Bankruptcy Court at least 7 days prior to the confirmation hearing.

139. “Supplemental Settled Insurer Injunction” means the injunction set forth in Section 13.15 of the Plan and the Confirmation Order.

140. “Transferred Cash” means all the right, title and interest of the Debtor in any and all cash and cash equivalents, marketable securities and all other accounts, and their proceeds, identified in subsection 3 of Section 7.1(a) of this Plan.

141. “Transferred Insurance Interests” means the Insurance Claims and Insurance Recoveries against Non-Settling Insurers deemed assigned to the Trust pursuant to and to the extent provided by Section VIII of the Plan, as of the Effective Date, and Insurance Claims and Insurance Recoveries transferred after the Effective Date pursuant to any Settlement Agreement approved by a Non-Appealable Order, identified in subsection 7 of Section 7.1(a).

142. “Transferred Real Estate” means all the right, title and interest of the Debtor and St. Mary’s Roman Catholic Church, as applicable, in any and all Real Estate (including all Land and Improvements), and their proceeds, identified in Exhibit O of this Plan.

143. “Trust” means the trust created for the benefit of certain Abuse Claimants in accordance with the Plan and Confirmation Order and the Trust Agreement.

144. “Trust Agreement” or “Trust Documents” shall mean the trust agreement

establishing the Trust, as it may be amended, together with such additional document as may be executed in connection with the Trust Agreement, including the Trust Distribution Plan.

145. “Trust Assets” means the Transferred Cash, the Transferred Insurance Interests, the Transferred Real Estate and the other assets and rights to be transferred to the Trust under Section VII of the Plan or otherwise pursuant to the Plan.

146. “Trust Distribution Plan” or “TDP” means the Trust Distribution Plan established under the Trust Agreement.

147. “Trustee” means the Person² appointed as the trustee of the Trust in accordance with the terms of the Plan, the Confirmation Order, and the Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order, and the Trust Agreement.

148. “Unimpaired” means, with respect to a class of Claims, that such class is not impaired.

149. “Unknown Abuse Claim” means either (1) any Abuse Claim that arises from the Abuse of an Abuse Claimant when such Abuse Claimant was a minor (below the age of 18 on the date of the alleged Abuse) 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.

150. “Unknown Abuse Claimant” means the Holder of an Unknown Abuse Claim, the legal representative of the Holder of an Unknown Abuse Claim, such as a trustee, the estate of a deceased individual who held an Unknown Abuse Claim, or the personal executor or personal representative of the estate of a deceased individual who held an Unknown Abuse Claim, as the case may be.

151. “Unknown Abuse Claims Representative” means Michael R. Hogan, in his role as Unknown Abuse Claims Representative in accordance with the Order on Debtor’s (I) Motion to Appoint an Unknown Abuse Claims Representative and (II) Application to Employ Michael R. Hogan as the Unknown Abuse Claims Representative (ECF Doc. No. 753), or such other individual who may be appointed to succeed Michael R. Hogan.

152. “Unknown Abuse Claims Trust” means the trust to be established under the Plan and the Unknown Abuse Claims Trust Agreement.

² The Trustee shall be appointed and approved by order of the Bankruptcy Court on a motion by the Plan Proponents. The Trustee will be identified by name in this definition in the solicitation version of this Plan.

153. “Unknown Abuse Claims Trust Agreement” means the agreement attached as Exhibit B to the Plan.

154. “Unknown Abuse Claims Trust Distribution Plan” means the protocol for the allocation, treatment and Distribution of Unknown Abuse Claims Trust Assets substantially in the form attached as Exhibit B to the Plan.

155. “Unknown Abuse Claims Trust Assets” means all property funded to the Unknown Abuse Claims Trust under the Plan.

156. “Unknown Abuse Claims Trust Documents” means the Unknown Abuse Claims Trust Agreement, the Unknown Abuse Claims Trust Distribution Plan, and other documents defined as “Unknown Abuse Claims Trust Documents” in the Unknown Abuse Claims Trust Agreement and shall include any documents reasonably necessary or desirable to implement the Plan that relate to the creation, administration, operation and funding of the Unknown Abuse Claims Trust, as any of the same may be amended, modified, or supplemented.

157. “Unknown Abuse Claims Trustee” means [____],³ the trustee of the Unknown Abuse Claims Trust in accordance with the terms of the Plan, the Confirmation Order, and the Unknown Abuse Claims Trust Agreement, and any successor trustee appointed under the Unknown Abuse Claims Trust Agreement.

158. “Unsecured Claims” means Claims against the Debtor that are not secured by any property of the Debtor’s Estate and which are not part of any other class defined in this Plan.

159. “U.S. Trustee” means the Office of the United States Trustee for Region 2, which includes the District of Connecticut.

160. “Voting Deadline” means [____], which is the final day by which a Claimant may submit a Ballot to vote to accept or reject the Plan and/or exercise the Opt-Out Election. The Voting Deadline shall be not less than fourteen (14) days before the first hearing scheduled by the Bankruptcy Court on confirmation of the Plan.

161. “Xavier” means Xavier High School Corporation of Middletown, a Connecticut nonprofit corporation, located at 181 Randolph Rd, Middletown, CT 06457.

162. “Xavier Property” means those certain pieces and parcels of real property, and all buildings and improvements thereon, collectively known as 181 Randolph Road, Middletown, Connecticut, and collectively comprised of approximately a 56.96-acre parcel.

³ The Unknown Abuse Claims Trustee shall be an individual appointed and approved by order of the Bankruptcy Court on a motion by the Plan Proponents. The Unknown Abuse Claims Trustee will be identified by name in this definition in the solicitation version of this Plan.

163. “Xavier Property Transfer” means the transfer of the Xavier Property by the Diocese to Xavier (or its designee) pursuant to § 1123(a)(5)(D) of the Bankruptcy Code on or before the Effective Date and pursuant to the Plan, yielding the \$2.5 million contribution of proceeds of the sale by the Diocese to the Trustee, and after satisfaction of all other conditions set forth in Xavier Settlement Agreement.

164. “Xavier Settlement Agreement” means the Settlement Agreement by and among Xavier and the Diocese subject to approval pursuant to the Plan, in substantial conformity with the form of Settlement Agreement attached hereto.

1.2. Interpretation. For purposes of the Plan:

- (a) any term that is not defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable;
- (b) the terms “including” or “include(s)” are intended to be illustrative and not exhaustive, and shall be construed as “including, but not limited to” or “include(s), but is not limited to;”
- (c) whenever the context requires, terms shall include the plural as well as the singular number, and the masculine gender shall include the feminine gender and the feminine gender shall include the masculine;
- (d) the rules of construction set forth in § 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply;
- (e) unless the context should otherwise require, all references to documents to be filed shall refer to filing with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules;
- (f) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;
- (g) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit, as it may have been or may be amended, modified or supplemented;
- (h) unless otherwise specified, all references in the Plan to “Schedules” and “Exhibits” are references to Sections, Schedules and Exhibits of or to the Plan;
- (i) the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan;
- (j) captions and headings to Sections are inserted for ease of reference only and shall not be considered a part of the Plan or otherwise affect the interpretation of the Plan; and
- (k) the Plan supersedes all prior drafts of the Plan, and all prior negotiations, agreements, and understandings with respect to the Plan, evidence of which shall not affect the interpretation of any provision of the Plan.

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

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

Exhibit A:	Trust Agreement and Trust Distribution Plan
Exhibit B:	Unknown Abuse Claim Trust Agreement and Unknown Abuse Claim Trust Distribution Plan
Exhibit C:	Schedule of Insurance Policies
Exhibit D:	Schedule of Catholic Entities
Exhibit E:	Schedule of Settled Insurers
Exhibit F:	Schedule of Participating Parties
Exhibit G:	Non-Monetary Commitments to Healing and Reconciliation
Exhibit H:	Officers and Directors of Reorganized Debtor
Exhibit I:	List of Allegedly Barred Abuse Claims
Exhibit J:	Catholic Mutual Settlement Agreement
Exhibit K:	Mount St. John Settlement Agreement
Exhibit L:	Abuse Claim Release
Exhibit M:	[intentionally omitted]
Exhibit N:	[intentionally omitted]
Exhibit O:	Transferred Real Estate
Exhibit P:	Schedule of Executory Contracts
Exhibit Q:	Mercy Settlement Agreement
Exhibit R:	St. Bernard Settlement Agreement
Exhibit S:	Xavier Settlement Agreement

SECTION II

PLAN OBJECTIVES AND MEANS OF FUNDING

This Plan provides for:

- (a) The Diocese to make substantial contributions to fund Distributions to Allowed Abuse Claimants, while also satisfying or, at least, fairly and equitably treating the other Claims against the Diocese;
- (b) The Diocese to reorganize expeditiously and in the best interests of all Claimants including the Abuse Claimants; and
- (c) Catholic Mutual, the Catholic Entities (which includes Mercy and St. Bernard’s), Mount St. John, Xavier and Oceania to make fair and reasonable contributions to fund through the Distributions to Abuse Claimants in exchange for the benefits conferred upon them pursuant to this Plan including the releases, Channeling

Injunction and Supplemental Settled Insurer Injunction.

Upon the Effective Date, Catholic Mutual—who entered into the Catholic Mutual Settlement Agreement incorporated into this Plan—shall become a Settled Insurer, and the Catholic Entities, Mount St. John Parties, Xavier and Oceania shall become Participating Parties. The Catholic Mutual Settlement Agreement and Mount St. John Settlement Agreement shall each be incorporated by reference into the Plan and approved by the Confirmation Order. The Diocese's and the Participating Parties' Transferred Insurance Interests against any Non-Settling Insurer shall be transferred to the Trust and shall be a Trust Asset. The Trust Assets shall include, among other assets, contributions from the Diocese, the Participating Parties, and Catholic Mutual, and the Transferred Insurance Interests. Trust Assets will fund Distributions to Abuse Claimants, under the Trust Distribution Plan.

Abuse Claimants whose Claims occurred during the coverage period of a Non-Settling Insurers' Insurance Policy may, subject to the Trustee's consent and the Trust Documents, pursue their Abuse Claims in a court of competent jurisdiction against the Debtor and any other defendant; *provided, however*, that any such Claims are subject to the terms of this Plan and that Claims against the Debtor or a Participating Party may be paid only from the proceeds of an Insurance Policy issued by a Non-Settling Insurer. The Diocese, each Participating Party, and Settled Insurer will receive the benefit of releases and injunctions provided under this Plan. Nothing in this Plan is intended to replace and does not affect, diminish, or impair the liabilities of any Non-Settling Insurer or any Person that is not a Participating Party under applicable non-bankruptcy law, including the law governing joint and several liabilities.

SECTION III TREATMENT OF UNCLASSIFIED CLAIMS

3.1. Administrative Claims.

- (a) **Allowed Administrative Claims (other than Professional Claims).** 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.
- (b) **Allowed Professional Claims.** Each Holder of an Allowed Professional Claim shall receive, in full satisfaction, settlement, release, and extinguishment of such Claim, an amount from the Reorganized Debtor equal to the Allowed amount of such Professional Claim, unless the Holder agrees in writing to other treatment of such Claim. 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) of the Bankruptcy Code is subject to the approval of the Bankruptcy Court upon motion and after due notice and a hearing.

- (c) **Post-Petition Abuse Claims.** As of the date of this Plan, no Post-Petition Abuse Claims have been filed or asserted. Any Person that may hold or assert any Post-Petition Abuse Claim is hereby temporarily enjoined and barred from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any 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 Abuse Claims Representative;
 - b. if after the Effective Date, the Reorganized Debtor, Trustee, and Unknown Abuse Claims Trustee.

Any information related to a Post-Petition Abuse Claim disclosed in compliance with this Section 3.1(c)(1) shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of such Post-Petition Abuse Claimant (or such Post-Petition Abuse Claimant's counsel of record) and shall be kept confidential in accordance with the Confidentiality Protocols provided in the General Bar Date Order, protective orders, and Bankruptcy Court-approved confidentiality agreements.

2. If, after notifying and consulting with the applicable parties in Section 3.1(c)(1), 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.

- (d) The Diocese hereby 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 Sections 13.6 through 13.10 herein.
- (e) **Administrative Filing Deadline.**
 - 1. Except as provided for herein or in an order of the Bankruptcy Court, requests for payment of Administrative Claims (excluding Post-Petition Abuse Claims and Professional Claims) must be filed and served no later than thirty (30) days after a notice of the Effective Date is filed with the Bankruptcy Court (the “Administrative Claims Filing Deadline”). Holders of asserted Administrative Claims, other than Post-Petition Abuse Claims that are Allowed pursuant to Section 3.1(a-d) above and Professional Claims, that do not file a request for payment by the Administrative Claims Filing Deadline shall be forever barred from asserting such Claims against the Diocese, the Reorganized Debtor, the Trust, the Unknown Abuse Claims Trust, Participating Parties or any of their respective property. Any Post-Petition Abuse Claim asserted after the Administrative Claims Filing Deadline will not be deemed an Administrative Claim and will be evaluated as an alleged Unknown Abuse Claim. Administrative Claims representing obligations incurred by the Diocese after the Effective Date (including, without limitation, Claims for the Reorganized Debtor’s Professionals’ fees and expenses) will not be subject to application to the Bankruptcy Court and may be paid by the Reorganized Debtor in the ordinary course of business and without Bankruptcy Court approval. In addition, Holders of Administrative Claims representing trade debt incurred after the Petition Date in the ordinary course of Debtor’s operations are not required to file requests for allowance of an Administrative Claim and will be paid by the Debtor in the ordinary course.
 - 2. All objections to the allowance of Administrative Claims (excluding Post-Petition Abuse Claims and Professional Claims) must be served and filed by any parties-in-interest by no later than the Administrative Claim Objection Deadline. If no objection to the applicable Administrative Claim is filed on or before the Administrative Claim Objection Deadline, such Administrative Claim will be deemed Allowed. For the avoidance of doubt, the Administrative Claim Objection Deadline established by the Bankruptcy Court shall control over any contrary deadline set forth in any requests for payment of Administrative Claims.

- (f) **Professional Claim Filing Deadline.** All Professionals or other Persons holding a Professional Claim for services rendered on or before the Effective Date (including, among other things, any compensation requested by any Professional or any other Person for making a substantial contribution in the Chapter 11 Case) shall file and serve an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than thirty (30) days after a notice of the Effective Date is filed (the “Professional Claim Filing Deadline”).
- (g) **Payment of Allowed Professional Claims.** The Reorganized Debtor shall pay all unpaid Allowed Professional Claims accruing through the Effective Date, (i) within seven (7) days after the later of the Effective Date or the Bankruptcy Court’s order on such Claims, or (ii) upon such terms as may exist pursuant to an agreement between such Holder of an Allowed Professional Claim and the Debtor.

3.2. 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).

3.3. 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.

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SECTION IV

CLASSIFICATION OF CLAIMS

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

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

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

SECTION V

TREATMENT OF CLASSIFIED CLAIMS

5.1. Class 1: Other Priority Claims.

- (a) **Definition.** A “Class 1 Claim” means an Allowed Claim described in and entitled to priority under §§ 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 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).

5.2. 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.

5.3. 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.

5.4. 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) below, 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 this 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.
- (d) **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.
- (e) **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.
- (f) **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.

- (g) **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.
- (h) **Diocese Discharge of Class 4 Claim Liability.** The Debtor shall be discharged as set forth in Section 13.1 herein 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.

5.5. 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 this 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 this 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 this 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 herein 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.

5.6. 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 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.

5.7. 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.

5.8. 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 hereto 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.

SECTION VI **ACCEPTANCE OR REJECTION OF PLAN**

6.1. Impaired Classes to Vote. Each Holder of a Claim in an impaired Class shall be entitled to vote separately to accept or reject the Plan. Class 2, Class 4, Class 5 and Class 8 are impaired under the Plan.

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

SECTION VII

TRUST AND UNKNOWN ABUSE CLAIMS TRUST

7.1. 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.

(a) Funding of Trust.

1. **Summary.** The Trust will be funded from the sources and in the manner set forth in this Section.
2. **Contributions.** The Debtor, the Participating Parties and Settled Insurers shall convey, transfer, assign and deliver to the Trustee for the benefit of the Trust, and the Trustee will accept from the Debtor, the Participating Parties and Settled Insurers, all of their respective right, title and interest in and to the assets, properties and rights described in this Section, all as in accordance with this Plan.
3. **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.

4. **Transferred Real Estate.** Subject to the terms and conditions set forth in

Section 7.3 below (including the timing of such transfers), the Diocese and St. Mary's Roman Catholic Church (as applicable, the "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.

5. **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.
6. **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 this 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.
7. **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 this Plan.
8. **Vesting.** All Trust Assets required by the Plan and the Confirmation Order

to be transferred to the Trustee for the benefit of the Trust on or before the Effective Date shall vest in the Trustee on the Effective Date, and the Diocese, Participating Parties and Settled Insurers shall be deemed for all purposes to have transferred all of their respective rights, title and interests in the Trust Assets to the Trustee.

9. **Documentation.** The Diocese, the Participating Parties and the Settled Insurers, as applicable, shall take all actions reasonably necessary to transfer the Trust Assets to the Trustee including those reasonably requested by the Trustee including, but not limited to, execute documents separately documenting such transfers including deeds and assignments.
 10. **Extinguishment of Interests.** Upon the transfer of Trust Assets in accordance with this Section 7.1(a), the Diocese, the Participating Parties and the Settled Insurers shall have no further rights, title or interests in or with respect to the Trust Assets except as otherwise explicitly provided in this Plan and the Trust Agreement in the event of a Termination of the Plan.
- (b) **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 \$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 herein, 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.
 - (c) **Reserve Accounts.** As set forth in the Trust Agreement and Unknown Abuse Claims Trust Agreements, the Trustee and Unknown Abuse Claims Trustee shall establish reserves for various purposes.
 - (d) **No Execution.** All funds held by the Trustee will remain property of such Trust until the funds have been actually paid to and received by a Person entitled to receive payment under the Plan, Confirmation Order and Trust Documents. Except as provided in the Plan, Confirmation Order and the Trust Documents, the Trustee and Trust shall not be responsible for any Claims against the Debtor. All funds held by the Unknown Abuse Claims Trustee will remain property of the Unknown Abuse Claims Trust until the funds have been actually paid to and received by a Person entitled to receive payment under the Plan, Confirmation Order and Unknown Abuse Claims Trust Documents. Except as provided in the Plan, Confirmation Order and the Unknown Abuse Claims Trust Documents, the

Unknown Abuse Claims Trustee and the Unknown Abuse Claims Trust shall not be responsible for any Claims against the Debtor.

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

7.3. Sale or Transfer of Transferred Real Estate.

- (a) 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 shall 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 shall not materially prejudice the RE Owner without its written consent, which shall not be unreasonably withheld. During the Real Estate Sale Period, the RE Owner’s reasonable cooperation as provided herein 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.
- (b) 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 this 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.

- (c) 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 this 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.
- (d) 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.
- (e) 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 above any and all pieces and parcels of Real Estate that it had not sold in accordance with this Section VII, unless Trustee provides advance written notice waiving the Trust's right to acquire title to such Real Estate.

7.4 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.

SECTION VIII

LIQUIDATION AND PAYMENT OF ABUSE CLAIMS

8.1. Liquidation and Payment of Abuse Claims.

- (a) 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.
- (b) 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).
- (c) **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 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 liquidation 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.

8.2. Scope of Damages and Effect of No Award on Abuse Claims.

- (a) 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.
- (b) 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.

8.3. 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.

8.4. 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.

8.5. Medicare Reimbursement and Reporting Obligations.

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

8.6. No Admission. Section 8.5 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.

8.7. 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.

8.8. 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 need not be dated within 120 days of payment by the Trustee or the Unknown Abuse Claims Trustee to such Claimant.

SECTION IX

INSURANCE MATTERS REGARDING NON-SETTLING INSURERS

9.1. Transfer of Insurance Interests.

- (a) On the Effective Date, and with no further action by any party, but subject to this 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.
- (b) If a party in interest fails to timely file an objection to the proposed assignment by the deadline for filing objections to confirmation of this Plan, that party in interest shall be deemed to have irrevocably consented to the assignment and will be forever barred from asserting that the assignment affects the ability of the Trust to pursue

Transferred Insurance Interests against the Non-Settling Insurers.

- (c) 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.

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

- (a) Under § 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.
- (b) 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.
- (c) The determination of whether the appointment of the Trust as the Debtor's and the Debtor's Estate's representative provided for in 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 this Plan, that party in interest shall be deemed to have irrevocably consented to the appointment and will be forever barred from asserting that the appointment in any way affects the ability of the Trust to pursue the Insurance Coverage, Insurance Claims and/or Insurance Recoveries from the Non-Settling Insurers.
- (d) 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, the 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.

9.3. Consequences of Determination that Assignment or Appointment is Invalid.

- (a) If a Non-Appealable Order is entered holding that the assignment of Transferred Insurance Interests provided for in Section 9.1 above, or that the appointment of the Trust as the Diocese's and Participating Parties' representative provided for in Section 9.2 above, 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:
1. The Trust, the Reorganized Debtor, and any Participating Parties shall enter into a common interest agreement related to pursuing the Insurance Claims.
 2. 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 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 this Section, subject to the Trustee's approval, which approval shall not be unreasonably withheld.
 3. 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.
 4. 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 this Section 9.3, subject to a monthly cap to be established by the Trustee, in consultation with the Reorganized Debtor and Participating Parties.
 5. The Trust shall, in addition to reasonable attorneys' fees, costs and expenses provided for in 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.

9.4. Preservation of Insurance Rights. Nothing in this 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 this 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 this 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.

9.5. Effect of Discharge, Injunctions and Releases. Notwithstanding any provision of this Plan or any other Plan Document, including the discharge provided by Section 13.1, the injunctions provided by Sections 13.6 and 13.9 of the Plan, and the releases provided in and pursuant to this 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.

9.6. 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.

9.7. 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 applies. Such settlements may provide for the Non-Settling Insurer to become a Settled Insurer.

9.8. Cooperation with Non-Settling Insurer in Defense of Claims. Without limiting the Diocese's and/or Participating Party's obligations under this Section IX, 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.

9.9. Insurance Neutrality. Other than as expressly provided in this Section, no provision of this 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 § 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.

9.10. 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 this Section 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 this Section. In addition, any court of competent jurisdiction may determine the amount, if any, of any judgment reduction under this Section.

9.11. 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 this 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.**

9.12. 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.

9.13. 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.

SECTION X

SETTLED INSURERS AND PARTICIPATING PARTIES

10.1. Settlement Agreements. Each Settlement Agreement shall comply and be consistent with the provisions of this Plan and, in particular, without limitation, the provisions of this Section X. 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.

10.2. 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.

10.3. 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 this 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 this Section shall include jurisdiction to determine the adequacy of notice of a motion to approve such an agreement.

10.4. 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 this 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 this Plan including the Channeling Injunction and the Supplemental Settled Insurer Injunction provided for in Section XIII.

10.5. 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 this Plan applicable to releases provided in or pursuant to this 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 this Plan.

10.6. 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 this 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 this 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 this Section, if the proposed alteration, amendment, modification or supplement does not materially and adversely change the treatment of the Claims within such class. An Order of the Bankruptcy Court approving any amendment or modification made under this Section shall constitute an Order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

10.7. 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.

10.8. 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.

10.9. 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.

10.10. 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.

10.11. 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.

10.12. 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 §§ 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 § 363(m) of the Bankruptcy Code.

10.13. 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 this 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 this 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 this Plan (including the releases and injunctions herein). 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).

10.14. 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 §§ 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 § 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 §§ 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.

10.15. Catholic Mutual Consent to Amendments. The Confirmation Order and any subsequent modifications or amendments to this Plan shall be in all respects acceptable to Catholic Mutual and shall not deprive the Catholic Mutual Parties of any right or benefit under this Plan or Catholic Mutual Settlement Agreement or otherwise adversely affect the rights and interests of the Catholic Mutual Parties pursuant to this 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.

10.16. 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 this Section 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 this Section 10.12, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such class. An order of the Bankruptcy Court approving any

amendment or modification made pursuant to this Section shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

10.17. Indemnification Obligations of Trust and Reorganized Debtor.

(a) 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.

(b) 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) dates after receipt) of any Claims identified in this section 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 this Section 10.17 shall not exceed in the aggregate dollar amount the amount of the Catholic Mutual Contribution set forth herein, 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 this Plan and with the prior consent of the indemnifying party, which consent shall not be unreasonably withheld.

(c) The indemnification obligations of the Trust set forth in this Section 10.17 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.

(d) Any dispute with respect to the indemnification obligations set forth in this Section 10.17, 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.

(e) Waiver/Consent/Fees

i. 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 herein, 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.

ii. Subject to the occurrence of the Effective Date, in consideration of the releases and Channeling Injunction and other covenants set forth herein, 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

iii. **Nothing in this 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.**

10.18. 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.

SECTION XI

MEANS FOR IMPLEMENTATION OF THE PLAN

11.1. 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 this Plan, including by transferring any Trust Assets due on the Effective Date to the Trust on the Effective Date.

11.2. 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).

11.3. 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.

11.4. Reorganized Debtor's Officers, Directors and Senior Management. In accordance with § 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. Pursuant to § 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).

11.5. 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 have been satisfied or waived under Section 12.2, the Diocese shall file notice of the Closing and the occurrence of the Effective Date.

11.6. 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 this Plan and Plan Documents, in each case, as and when the same become due.

11.7. 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 this Plan, in the Trust Distribution Plan or the Unknown Abuse Claims Trust Distribution Plan.

11.8. Provisions Governing Distributions.

- (a) **Distribution Only to Holders of Allowed Claims.** Except as otherwise provided in the Plan, Distributions under this Plan and the Plan Documents will be made only to the Holders of Allowed Claims and in the case of Abuse Claims, pursuant only to the Plan and the Trust Documents or Unknown Abuse Claims Trust Documents, as applicable. Until a Disputed Claim becomes an Allowed Claim, the Holder of that Disputed Claim will receive no Distribution otherwise provided to the Claimants under this Plan or the Plan Documents.
- (b) **Transmittal of Distributions.** Except as otherwise provided in this Plan, in the Plan Documents, or in an order of the Bankruptcy Court, Distributions to be made under this Plan, Confirmation Order, Trust Documents, or Unknown Abuse Claims Trust Documents, as applicable, to Abuse Claimants that opt to not litigate will be made by the Trustee or Unknown Abuse Claims Trustee, as applicable, and Distributions to all other Claimants will be made by the Reorganized Debtor. Distributions to Abuse Claimants will be made (a) to the client trust account for attorneys of record of Abuse Claimants, (b) if the Abuse Claimant does not have an attorney of record, to the latest mailing address set forth in a proof of claim filed with the Claims Agent or the Bankruptcy Court by or on behalf of such Claimant, or to such other address as may be provided to the Reorganized Debtor or Trustee, as applicable, by such Claimant in writing, or (c) if no such proof of claim has been filed and no written notice setting forth a mailing address is provided by or on

behalf of such Claimant to the Reorganized Debtor, Trustee, or Unknown Abuse Claims Trustee to the mailing address in the schedules filed by the Debtor in this Case. Distributions to other Claimants will be made by wire or first class United States mail, postage prepaid, (a) to the client trust account for attorneys of record of the Claimant, (b) if the Claimant does not have an attorney of record, to the latest mailing address in a proof of claim filed with the Claims Agent or the Bankruptcy Court by or on behalf of such Claimant, or to such other address as may be provided to the Reorganized Debtor, as applicable, by such Claimant in writing, or (c) if no such proof of claim has been filed and no written notice setting forth a mailing address is provided by or on behalf of such Claimant to the Reorganized Debtor, to the mailing address in the schedules filed by the Debtor in this Case. If a Claimant's Distribution is not mailed or is returned to the Reorganized Debtor, Trustee, or Unknown Abuse Claims Trustee because of the absence of a proper mailing address, the Reorganized Debtor, Trustee, or Unknown Abuse Claims Trustee, as the case may be, shall make a reasonable effort to locate or ascertain the correct mailing address for such Claimant from information generally available to the public and from such party's own records, but shall not be liable to such Claimant for having not found a correct mailing address. The Trustee or the Unknown Abuse Claims Trustee, as applicable, shall have no liability to an Abuse Claimant because of Distributions made to the client trust account of an Abuse Claimant's attorney.

- (c) **Timing of Distributions.** Unless otherwise agreed by the Reorganized Debtor, the Trustee, or the Unknown Abuse Claims Trustee, as applicable, and the recipient of a Distribution under this Plan or the Plan Documents, whenever any payment to be made is due on a day other than a Business Day, such payment will instead be made on the next Business Day, with interest to the extent expressly contemplated by this Plan or any applicable agreement or instrument. Any Claimant otherwise entitled to an undeliverable Distribution and that does not, within thirty (30) days after a Distribution is returned to the Trustee, Unknown Abuse Claims Trustee, or Diocese as undeliverable, or is deemed to be an undeliverable Distribution, provide the Trustee or Diocese with a written notice asserting its claim to that undeliverable Distribution and setting forth a current, deliverable address will be deemed to waive any claim to such undeliverable Distribution and will be forever barred from receiving such undeliverable Distribution or asserting any Claim against the Reorganized Debtor, the Participating Parties, the Settled Insurer Parties, the Trust, the Trustee, the Unknown Abuse Claims Trust, the Unknown Abuse Claims Trustee, or their property. Any undeliverable Distributions not claimed under this Section will become available to distribute to other Claimants or be retained by the Reorganized Debtor under the Plan. Nothing in the Plan requires the Reorganized Debtor, the Trust, the Trustee, the Unknown Abuse Claims Trust, or the Unknown Abuse Claims Trustee to attempt to locate any Claimant whose Distribution is undeliverable.
- (d) **Form of Distributions.** Unless otherwise agreed by the Reorganized Debtor or Trustee, as applicable, and the recipient of a Distribution under this Plan or the Plan

Documents, all Distributions will be made, at the option of the Reorganized Debtor or Trustee, by a check by first class mail, postage prepaid or wire transfer.

- (e) **No Professional Fees or Expenses.** No professional fees or expenses incurred by a Claimant will be paid by the Debtor, the Reorganized Debtor, or the Trustee regarding any Claim except as specified in this Plan or the Trust Documents.

11.9. 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.

11.10. 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.

11.11. 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 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.

11.12. 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.

11.13. 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 § 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 § 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 Claim and no party in interest except the Unknown Abuse Claim Trustee may seek to estimate an Unknown Abuse Claim.

11.14. Setoffs. The Diocese may, to the extent permitted under applicable law, set off against any Allowed Claim and the Distributions to be made under the Plan because of such Allowed Claim, the Claims, rights and Causes of Action of any nature that the Diocese may hold against the Holder of such Allowed Claim not otherwise waived, released or compromised under the Plan; provided, however, that neither such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Diocese of any such Claims, rights and Causes of Action that the Diocese possesses against such Holder.

11.15. No Interest on Claims. Unless otherwise specifically provided for in the Plan, the Confirmation Order, or a post-petition agreement in writing between the Diocese and a Holder of a Claim and approved by an Order of the Bankruptcy Court, post-petition interest shall not accrue or be paid on any Claim, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. In addition, and without limiting the foregoing or any other provision of the Plan, Confirmation Order, Trust Agreement, or Unknown Abuse Claims Trust Agreement interest shall not accrue on or be paid on any Disputed Claim regarding the period from the Effective Date to the date a final Distribution is made when and if such Disputed Claim becomes an Allowed Claim.

11.16. Withholding Taxes. The Diocese shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Distributions under the Plan shall be subject to any such withholding and reporting requirements. As a condition to making any Distribution under the Plan, the Diocese may require that the Holder of an Allowed Claim provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

11.17. 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. § 58.8.

11.18. 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 Case under the Bankruptcy Code and the Bankruptcy Rules; provided, however, that entry of a final decree closing the 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 Case for any matter over which the Bankruptcy Court or the District Court for the District of Connecticut has retained jurisdiction under this Plan. Any order closing this Case will provide that the Bankruptcy Court or the 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 Case, and the obligations created by this Plan and the Plan Documents; and (b) all other jurisdiction and authority granted to it under this Plan and the Plan Documents.

11.19. No De Minimis Distributions. Notwithstanding anything to the contrary in this Plan, no cash payment of less than \$100 will be made by the Reorganized Debtor, the Trustee, or Unknown Abuse Claim Trustee, as applicable, to any Holder of an Allowed Claim. No consideration will be provided in lieu of the *de minimis* Distributions not made under this Section. Allowed Claims entitled to a Distribution of less than \$100 shall continue to accrue until the Distribution because of such Claim will be \$100 or more.

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

SECTION XII

CONDITIONS PRECEDENT

12.1. 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:

- (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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. 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.

SECTION XIII

EFFECTS OF PLAN CONFIRMATION AND DISCHARGE

13.1. Discharge.

- (a) 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 this Plan; (c) the Holder of such Claim has accepted this 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.

- (b) The discharge provided for in Bankruptcy Code § 1141(d), this Section 13.1 and otherwise in this 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.
- (c) 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 this Plan or the discharge granted to the Debtor or the Reorganized Debtor under this Plan and Bankruptcy Code § 1141(d).
- (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 this Section 13.1. 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.

- (e) This discharge provided for in Bankruptcy Code § 1141(d), this Section 13.1 and otherwise in this 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.

13.2. Revested Assets. Pursuant to § 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.

13.3. 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. § 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.

13.4. Exculpation and Limitation of Liability. Except as expressly provided in this 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.

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

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 this 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.**

13.7. 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 this Plan and is in addition to the Channeling Injunction. Any differences between the Channeling Injunction in Section 13.10 and the injunction(s) deemed set forth in the Plan by this subparagraph are not intended to affect, diminish or impair the injunction(s) incorporated herein by this Section 13.7 and contained in such agreement.

13.8. Specific Channeling Injunction Exclusions. Notwithstanding any provision of this 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 this Plan.

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 limit 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 this 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 this 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 this Plan.

13.13. 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, the obligations under any Settlement Agreement, Claims excepted from exculpation and discharge under Section 13.1 and 13.4, the MSJ Debt and the MSJ Mortgage Documents, and except as otherwise provided in this 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.

13.14. 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, this 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.

13.15. Pension Plan. No provision in the Plan, Confirmation Order, the Bankruptcy Code (including § 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 § 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. § 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.

13.16. Police Power. No provision in the Plan, the Confirmation Order, the Bankruptcy Code (including § 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 this Section XIII), 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.

SECTION XIV

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

14.1. 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.

14.2. General; Assumed if Not Rejected. Subject to the requirements of § 365, 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 an 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 § 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 § 365(b)(1) of the Bankruptcy Code after the entry of the Non-Appealable Order resolving such dispute.

14.3. 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) 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) 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.

SECTION XV

NON-MONETARY COMMITMENTS

15.1. Non-Monetary Commitment to Healing and Reconciliation. 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 will undertake, and the Diocese shall comply with the Non-Monetary Commitments to Healing and Reconciliation set forth in Exhibit G attached hereto and incorporated herein.

SECTION XVI
MISCELLANEOUS PROVISIONS

16.1. Retention of Jurisdiction. Notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date:

- (a) Except as otherwise stated in this Plan or in the Confirmation Order, the Bankruptcy Court will retain jurisdiction over all matters arising under, to further, or in connection with this 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 this Plan and the Plan Documents;
 4. The compelling of the Diocese and/or a Participating Party to cooperate with the Trust as required under this Plan;
 5. The granting of relief in aid of this Plan and the Plan Documents including the entry of appropriate orders (which may include removal of actions in non-Bankruptcy Court forums to the Bankruptcy Court, contempt or other sanctions) to protect the Reorganized Debtor, the Participating Parties, and the Settled Insurer Parties from actions prohibited under this Plan or the Plan Documents;
 6. Amendments to and modifications of this 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 this Plan; and
10. The closing of this Case.

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

16.3. 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 this Plan (*i.e.*, an attack other than through a direct appeal of the Confirmation Order), the remaining provisions of this Plan will remain binding on the 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.

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

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

If to the 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:

[_____] ⁴

With a copy to:

[_____]

⁴ The Trustee shall be an individual appointed and approved by order of the Bankruptcy Court on a motion by the Plan Proponents. The Trustee, their counsel, and their respective noticing information will be identified in the solicitation version of this Plan.

If to the Unknown Abuse Claims Trustee:

[_____] ⁵

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

16.6. 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 this 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.

16.7. Post-Confirmation Court Approval. Any action requiring Bankruptcy Court, 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 21 days in which to file an objection to the application, motion, or other request. If no objection is timely filed, the court may authorize the proposed action without further notice or a hearing. If an objection is timely filed, the court will determine whether to conduct a hearing,

⁵ The Unknown Abuse Claims Trustee shall be an individual appointed and approved by order of the Bankruptcy Court on a motion by the Plan Proponents. The Unknown Abuse Claims Trustee, their counsel, and their respective noticing information will be identified in the solicitation version of this Plan.

or to require the submission of further documentation, prior to ruling on the application, motion, or other request.

16.8. Election under § 1129(b) of the Bankruptcy Code. The Diocese requests confirmation of the Plan under § 1129(b) of the Bankruptcy Code if the requirements of all provisions of § 1129(a) of the Bankruptcy Code, except subsection (a)(8) thereof, are met regarding the Plan. In determining whether the requirements of § 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 this Plan shall be deemed deleted from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class.

16.9. 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.

16.10. Exemption from Transfer Taxes. Under § 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 this 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 and/or properties contemplated by this Plan, shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax or other similar tax.

16.11. Setoffs, Recoupments, and Defenses. Except for the Sections of the Plan about 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 § 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.

16.12. 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.

16.13. 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 herein 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.

16.14. 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) 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.

16.15. 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.

16.16. 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 the 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 the Case shall be bound or deemed prejudiced by any such concession or settlement.

16.17. Controlling Documents. To the extent any provision of a Settlement Agreement with a Participating Party or Settled Insurer is inconsistent with this Plan or the Confirmation Order, the terms of this Plan and the Confirmation Order shall control, and to the extent any provision of the Confirmation Order is inconsistent with this Plan, the Confirmation Order shall control.

16.18. 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.

16.19. 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.

16.20. Certain Actions. By reason of entry of the Confirmation Order, prior to, on or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the 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.

16.21. Rounding of Fractional Numbers. All fractional numbers, including payments or Distributions under the Plan, Trust Documents, and Unknown Abuse Claims Trust Documents shall be rounded (up or down) to the nearest whole number.

16.22. 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 § 503(b) of the Bankruptcy Code for making a substantial contribution in the Case.

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

SECTION XVII

RECOMMENDATIONS AND CONCLUSION

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

[Signatures on following page]

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*

Plan Exhibit A

Trust Agreement and Trust Distribution Procedures

TRUST AGREEMENT

This Trust Agreement (this “**Trust Agreement**”), dated as of _____, 2024, and effective as of the Effective Date, is entered into in accordance with the *Joint Chapter 11 Plan of Reorganization* dated September 6, 2024 (as it may be amended, modified, or supplemented, the “**Plan**”),¹ by The Norwich Roman Catholic Diocesan Corporation (the “**Diocese**,” also known as the “**Debtor**” or the “**Settlor**,” in its capacity as settlor of the “Trust,” as that term is defined below), on the one hand, and [____], as trustee (together with any successor serving in such capacity, the “**Trustee**”) and the Trust Advisory Committee, who are the individuals identified in Section 5.4(a) this Trust Agreement (together with any successors serving in such capacity, the “**TAC**”), on the other hand;

RECITALS

(A) The Diocese has reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case filed in the Bankruptcy Court, administered and known as *In re The Norwich Roman Catholic Diocesan Corporation*, Case No. 21-20687 (JJT) (Bankr. D. Conn) (the “**Chapter 11 Case**”).

(B) The Plan and the Confirmation Order in the Chapter 11 Case provide, among other things, for the creation of the Trust.

(C) Pursuant to the Confirmation Order, as of the Effective Date of the Plan, this Trust Agreement, in order to implement certain terms and conditions of the Plan, creates a trust for the exclusive benefit of the holders of Class 4 Claims.

(D) The Bankruptcy Court held in the Confirmation Order that all the prerequisites for the Channeling Injunction have been satisfied, and such Channeling Injunction is fully effective and enforceable as provided in the Plan and Confirmation Order with respect to the Channeled Claims.

(E) The Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter until fully funded by the Diocese and the other Participating Parties and Settled Insurers in accordance with the Plan, the Aggregate Settlement Consideration (as defined in Section 1.3) shall be transferred to and vest in the Trust free and clear of all Liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or their Affiliates, any creditor or any other entity, other than as provided in the Channeling Injunction with respect to the Channeled Claims and as provided in Section 1.3.

NOW, THEREFORE, it is hereby agreed as follows:

¹ All capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Plan or in the Confirmation Order, as applicable, or, if not defined therein, as set forth in the Trust Distribution Plan (as defined in Section 1.2 below).

**ARTICLE 1.
AGREEMENT OF TRUST**

Section 1.1 *Creation and Name.* Diocese as Settlor hereby creates a trust known as the “**NRCD Abuse Claims Trust**” which is the “Trust” provided for and referred to in the Plan. The Trustee may transact the business and affairs of the Trust in the name of the NRCD Abuse Claims Trust and references herein to the Trust shall include the Trustee acting on behalf of the NRCD Abuse Claims Trust. The Confirmation Order, the Plan and this Trust Agreement, including the Exhibits hereto, including the Trust Distribution Plan as defined in Section 1.2 (collectively, the “**Trust Documents**”), constitute the governing instruments of the Trust. The Trustee is hereby authorized to execute and file a Certificate of Trust with the Connecticut Secretary of State (the “**Certificate of Trust**”).

Section 1.2 *Purposes.* The purposes of the Trust are: (i) to assume all liability for the Channeled Claims, except for Unknown Abuse Claims and other Channeled Claims related to such Unknown Abuse Claims; (ii) to administer the Class 4 Claims; and (iii) to make Distributions to holders of Allowed Class 4 Claims, in accordance with the Trust Distribution Plan attached hereto as **Exhibit 1** (the “**Trust Distribution Plan**”). In connection therewith, the Trust shall hold, manage, protect and monetize the Trust Assets (as defined in Section 1.3 below) in accordance with the terms of the Trust Documents for the benefit of the Beneficiaries (as defined in Section 1.6(a) below). Notwithstanding any other provision herein or in the Plan to the contrary, Abuse Claims held by Opt-Out Claimants are Channeled Claims with respect to the Debtor only.

Section 1.3 *Transfer of Assets.* Pursuant to the Plan, the Debtor and any Participating Parties or Settled Insurers, shall pay all funds directly to the Trust by wire transfer or otherwise effectuate the transfers of assets required under the Plan. The Trust will receive and hold all right, title and interest in and to the funds and other assets transferred (the “**Aggregate Settlement Consideration**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the “**Trust Assets**”). The Aggregate Settlement Consideration shall be transferred to the Trust free and clear of any Liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or its Affiliates, any creditor or any other Person, other than as provided in the Channeling Injunction with respect to Channeled Claims. The Debtor or Reorganized Debtor, the other Participating Parties and the Settled Insurers shall execute and deliver such documents to the Trust as the Trustee reasonably requests to transfer and assign any assets comprising all or a portion of the Aggregate Settlement Consideration to the Trust.

Section 1.4 *Acceptance of Assets.* In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Aggregate Settlement Consideration, subject to the terms of the Trust Documents and the Plan Documents. The Trust shall succeed to all of the Diocese, and the other Participating Parties’ and the Settled Insurers’ respective rights, title, and interest, including all legal privileges, in the Aggregate Settlement Consideration and neither the Debtor nor any other person or entity transferring such Aggregate Settlement Consideration will have any further equitable or legal interest in, or with respect to, the Trust Assets, including the Aggregate Settlement Consideration, or the Trust.

(a) Except as otherwise provided in the Plan, Confirmation Order or Trust Documents, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Channeled Claims that the Debtor or the Reorganized Debtor have or would have had under applicable law.

(b) No provision herein or in the Trust Distribution Plan shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations (as defined in Section 8.4(a) below).

(c) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction or other terms of the Plan or Confirmation Order.

(d) In this Trust Agreement and the Trust Distribution Plan, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Receipt of Proceeds.

The proceeds of any recoveries from any litigation or claims of the Trust will be deposited in the Trust’s accounts and become the property of the Trust.

Section 1.6 Beneficiaries.

(a) The Trust is established for the benefit of the holders of Class 4 Claims (the “**Beneficiaries**”).

(b) The Beneficiaries shall be subject to the terms of this Trust Agreement and Trust Documents, including without limitation, the Trust Distribution Plan.

Section 1.7 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction with respect to the Trust; provided however, the courts of the State of Connecticut, including any federal court located therein, shall also have jurisdiction over the Trust only if and to the extent the Bankruptcy Court cannot exercise or properly abstains from exercising jurisdiction over the Trust.

Section 1.8 Privileged and confidential information.

The transfer or assignment of any information subject to an attorney-client or similar privilege to the Trustee shall not result in the destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any such privileges: (a) they are transferred to or contributed for the purpose of enabling the Trustee to perform his or her duties to administer the Trust and (b) they are vested solely in the Trustee and not in the Trust, or any other person, committee or subcomponent of the Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Channeled Claim.

Section 1.9 Relation-back election.

Upon request of the Trustee, the Settlor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Trust as coming into existence as a settlement fund as of the earliest possible date.

Section 1.10 Employer identification number.

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

Section 1.11 Relationship to Plan.

The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order and, therefore, this Trust Agreement incorporates the provisions of the Plan and the Confirmation Order (which may amend or supplement the Plan). To the extent that there is conflict between the provisions of this Trust Agreement, the Trust Distribution Plan, the provisions of the Plan or the Confirmation Order, each document shall have controlling effect in the following order: (1) the Confirmation Order; (2) the Plan; (3) this Trust Agreement; and (4) the Trust Distribution Plan.

ARTICLE 2.
POWERS AND TRUST ADMINISTRATION

Section 2.1 Powers.

(a) The Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a “qualified settlement fund” under Section 468B of the Tax Code and the regulations promulgated pursuant thereto. Further, the Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

(b) The Trustee is and shall act as the fiduciary to the Trust Assets in accordance with the provisions of the Trust Documents. The Trustee shall administer the Trust, the Trust Assets, and any other amounts to be received under the terms of the Trust Documents in accordance with the purposes set forth in Section 1.2 above and in the manner prescribed by the Trust Documents. Subject to the limitations set forth in the Trust Documents, the Trustee shall have the power to take any and all actions that in the judgment of the Trustee are necessary or advisable to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Connecticut, including, without applying to any court for permission or for instructions in regard thereto, and without limitation by reason of enumeration, all of the powers set forth in Sections 65 and 66 of the Connecticut Uniform Trust Code (the “Trust Code”). Nothing in the Trust Documents or any related document shall require the Trustee to take any action if the Trustee reasonably believes that such action is contrary to law. In addition to all powers enumerated in the Trust Documents, including, but not limited to, the Trustee’s powers and authority in respect of the interpretation, application of definitions and rules of construction set forth in the Plan to the fullest extent set forth therein, from and after the Effective Date, the Trust shall succeed to all of the rights and standing of the Debtor with respect to the Aggregate Settlement Consideration in its capacity as a trust administering assets for the benefit of the Beneficiaries.

(c) Except as required by applicable law or the Trust Documents, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Sections 2.1(a) and (b) above, and except as limited in the Trust Documents and by applicable law, the Trustee shall have the power to:

(i) supervise and administer the Trust in accordance with the Trust Documents, including the Trust Distribution Plan;

(ii) receive and hold the Trust Assets in the name of the Trust or in a wholly-owned entity organized and administered by the Trustee for that purpose, and exercise all rights with respect thereto including the right to vote and sell any securities that are included in such funds;

(iii) invest the monies held from time to time by the Trust in accordance with Section 3.2;

(iv) sell, transfer or exchange any or all of the Trust Assets at such prices and upon such terms as the Trustee may determine proper and consistent with the other terms of the Trust Documents;

(v) enter into leasing, financing or other agreements with third parties, as determined by the Trustee, in his or her discretion, to be useful in carrying out the purposes of the Trust;

(vi) determine and pay liabilities and pay all fees and expenses incurred in administering the Trust, managing the Trust Assets and making Distributions in accordance with the Trust Documents (the “**Trust Operating Expenses**”);

(vii) establish accounts and reasonable reserves within the Trust, in her/his discretion, to be necessary, prudent or useful in administering the Trust;

(viii) sue, be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding, however nothing herein shall be deemed to either (a) affect, limit or expand any party’s rights to sue or otherwise commence a case or proceeding against a trustee in a case under chapter 11 of the Bankruptcy Code or (b) allow any party asserting a Class 4 Claim, Unknown Abuse Claim and/or Channeled Claim to commence any action against the Trustee or the Trust with respect to such claim;

(ix) form limited liability companies or other legal entities which are wholly-owned subsidiaries of the NRCD Abuse Claims Trust, as well as all actions ancillary or related thereto;

(x) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires and delegate to such persons such powers and authorities as this Trust Agreement provides or the fiduciary duties of the Trustee permits and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(xi) pay reasonable compensation and reimbursement of expenses to any of the Trust's employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires;

(xii) compensate the TAC Members (as defined in Section 5.4(a)) for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xiii) compensate the Trust's professionals for services, costs and expenses incurred prior to the Effective Date in accordance with the terms of the Trust Documents;

(xiv) execute and deliver such instruments as the Trustee considers advisable or necessary in administering the Trust;

(xv) enter into such legal capacities (e.g., officer, director or manager) as the Trustee considers advisable or necessary in administering the Trust;

(xvi) timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Trust Assets and comply with all applicable tax reporting and withholding obligations;

(xvii) require, in respect of any distribution of Trust Assets, the timely receipt of properly executed documentation (including, without limitation, IRS Form W-9) as the Trustee determines in his or her discretion necessary or appropriate to comply with applicable tax laws;

(xviii) resolve all applicable Lien resolution matters with respect to Beneficiaries that may be subject to Liens arising pursuant to the MMSEA (as defined in the Plan) in accordance with the Plan; provided, however, that for claims where there is an open chapter 7 bankruptcy case, such Lien resolution is subject to the approval of the chapter 7 bankruptcy trustee and applicable bankruptcy court; and provided further, however, that in such cases, the chapter 7 bankruptcy trustee shall have sole responsibility to seek court approval for such Lien resolution;

(xix) register as a responsible reporting entity ("**RRE**") and timely submit all reports under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) ("**MMSEA**") as required under Section 4.6 below and the terms of the Plan;

(xx) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of the Trust Documents;

(xxi) in accordance with Section 5.9 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.7(a) below) solely from the Trust Assets and to the fullest extent permitted by law;

(xxii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable investment advisors or investment managers without liability for any action taken or omission made because of any such delegation;

(xxiii) delegate any or all of the authority conferred with respect to the protection, preservation, and monetization of the non-cash Trust Assets;

(xxiv) initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Trust;

(xxv) object to the Allowance of any Class 4 Claim, including any Late-Filed Abuse Claim, and fully prosecute such objection through final adjudication, provided however, that the Debtor or Reorganized Debtor may continue to prosecute pending Claims objections that have been filed prior to the Effective Date in their sole discretion;

(xxvi) enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) or any Attorney of any Beneficiary, upon such terms as the Trustee and such Beneficiary (or such Beneficiary's counsel or other authorized person) agree, in all cases in accordance with the Trust Distribution Plan;

(xxvii) comply with the Plan and Confirmation Order and provide, upon request of the Diocese, a Settled Insurer or a Participating Party, a copy of each Abuse Claim Release executed by a Beneficiary in connection with a Distribution;

(xxviii) take any and all actions appropriate or necessary in order to carry out the terms of the Trust Documents; and

(xxix) except as otherwise expressly provided in the Trust Documents, exercise any other powers now or hereafter conferred upon or permitted to be exercised by a trustee under the laws of the State of Connecticut.

(e) The Trustee shall have the power to (i) authorize any action, including the commencement or continuation of any lawsuit to retain and enforce the Diocese's and Participating Parties' Insurance Coverage, to pursue Insurance Claims, and to pursue Insurance Recoveries in each case against Non-Settling Insurers and in accordance with the Trust Distribution Plan, and (ii) enter into any Settlement Agreement that causes a Non-Settling Insurer to become a Settled Insurer or a Catholic Entity or other Person to become a Participating Party, provided however, the powers set forth in this Section 2.1(e) shall in each case be subject to the provisions of the Trust Documents including Sections 5.13, 5.14 and 5.15(a) below.

(f) The Trustee, in his or her sole discretion, may take all actions necessary or advisable for the enforcement of the Non-Monetary Commitments to Healing and Reconciliation required of Diocese as set forth in the Plan and Confirmation Order.

(g) The Trustee shall only pay compensation for fees and reimburse expenses due the Trustee, the Abuse Claims Reviewer, or the professionals and paraprofessionals employed by the Trustee or the Abuse Claims Reviewer after the TAC has reviewed all invoices documenting

such fees and expenses and approved (by a majority of TAC Members) their payment. In the event there is a dispute between the TAC, the Trustee, the Abuse Claims Reviewer and/or their professionals and paraprofessionals concerning the payment of such compensation and reimbursement of expenses, any such party may submit the dispute to the Bankruptcy Court by motion for the Bankruptcy Court's determination.

(h) The Trustee shall consult with the TAC on the matters set forth in in the Trust Documents.

Section 2.2 Limitations on the Trustee and TAC.

(a) Notwithstanding anything in the Trust Documents to the contrary, the Trustee shall not do or undertake any of the following:

- (i) guarantee any debt;
- (ii) make or enter into any loan of Trust Assets;
- (iii) make any transfer or Distribution of Trust Assets other than those authorized by the Trust Documents;
- (iv) engage in any trade or business with respect to the Trust Assets or proceeds therefrom, other than managing such assets;
- (v) engage in any investment of the Trust Assets, other than as explicitly authorized by this Trust Agreement; and
- (vi) engage in any activities inconsistent with the treatment of the Trust as a "qualified settlement fund" within the meaning of Treasury Regulations issued under section 468B of the Tax Code.

(b) Insurance Settlement Agreements.

Any and all Insurance Settlement Agreements entered into by the Trustee shall be subject to the approval of the Bankruptcy Court in accordance with the obligations and standards imposed by Fed. R. Bankr. P. 9019.

(c) Settlement Agreement with other Persons.

A Person that is not already a Participating Party may become a Participating Party by executing a Settlement Agreement that provides: (1) a separate contribution to the Trust in an amount that the Trustee finds acceptable after taking into account the value of the claims against the Person, and the Person's ability to pay (from assets and separate insurance) and (2) without the need for Bankruptcy Court approval.

Section 2.3 General Administration.

The Trustee shall act in accordance with the Trust Documents. The Trustee shall establish the location of the principal office of the Trust and may change the location of the principal office or establish other offices at other locations in his or her discretion.

Section 2.4 Accounting.

The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year, except that the first fiscal year shall run from the Confirmation Date to December 31. The Trustee shall maintain the books and records relating to the Trust Assets and income and the payment of Trust Operating Expenses and other liabilities of the Trust. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be such as to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Trust, including, without limitation, the assets and liabilities of the Trust as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the “**Annual Report**”); provided however, that the Trustee shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of Trust liabilities.

Section 2.5 Financial Reporting.

(a) Within one hundred twenty (120) days following the end of each calendar year, the Trustee shall file with the Bankruptcy Court the Annual Report.

(b) All materials filed with the Bankruptcy Court pursuant to this Section 2.5 need not be served on any parties in the Chapter 11 Case.

(c) After the Effective Date and until the Bankruptcy Case is closed, the 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. § 58.8.

Section 2.6 Names and addresses.

The Trustee shall keep a register (the “**Register**”) in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries and the awards made to the Beneficiaries pursuant to the Trust Documents. The Trustee may rely upon this Register for the purposes of delivering Distributions or notices. In preparing and maintaining this Register, the Trustee may rely on the name and address of each Class 4 Claimant as set forth in a Proof of Claim filed by such Class 4 Claimant, or proper notice of a name or address change, which has been delivered by such Class 4 Claimant to the Trustee. The Trustee may deliver Distributions and notices to counsel for any Class 4 Claimant identified in such Beneficiary’s Proof of Claim or proper notice of a name or address change.

Section 2.7 Transfers of the Trust Assets.

To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or part, shall be subject to any legal or equitable claims of creditors of any Beneficiary or others, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or other competent court of jurisdiction.

ARTICLE 3.
ACCOUNTS, INVESTMENTS, EXPENSES

Section 3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust, including at the Trustee’s discretion a disputed claims trust reserve, with one or more financial depository institutions (each a “**Financial Institution**”). The Trustee shall maintain a separate Trust Account on behalf of the Trust to hold the Diocese Contribution.

(b) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time.

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts, including a disputed claim trust reserve, as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for Distributions to the Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” or a “disputed ownership fund” within the meaning of the Internal Revenue Code (“**IRC**”) or Treasury Regulations.

(d) Upon the creation of such Trust Accounts, the Trustee shall provide notice to each TAC Member with the identity of all signatories on such Trust Accounts authorized to engage in transactions in each Trust Account or make changes to such Trust Account. The Trustee shall also immediately notify each TAC Member in the event of any subsequent changes to the identity of such signatories.

(e) The Trustee shall provide all monthly account statements for the Trust Accounts (including the Trust Subaccounts) to each TAC Member within fifteen (15) days of the end of the prior calendar month (or immediately upon receipt of such monthly account statements if later).

Section 3.2 Investment Guidelines.

(a) 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 liquid Trust Assets.

(b) The Trustee shall monetize, via exercise of the powers granted to the Trustee under the Trust Documents, the non-liquid Trust Assets such that said assets are converted to liquid assets.

(c) This Section 3.2 modifies/supersedes any application to the NRCD Abuse Claims Trust of the “prudent person” rule, “prudent investor” rule or any other rule of law, including Section 45a-499ddd of the Connecticut General Statutes, that would require the Trustee to maintain, invest, diversify or take other actions with regards to the Trust Assets in contravention of the Trust Documents, including this Section 3.2.

Section 3.3 Payment of Trust Operating Expenses.

All Trust Operating Expenses shall be payable out of the Trust Assets. None of the Trustee, the TAC, the Beneficiaries nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust.

ARTICLE 4.
CLAIMS ADMINISTRATION, DISTRIBUTIONS AND THE ABUSE
CLAIMS REVIEWER

Section 4.1 Claims Administration and Distributions.

The Trust shall fairly and reasonably compensate Allowed Class 4 Claims and shall pay up to the full value of such claims, solely in accordance with the Trust Documents, including the Trust Distribution Plan and, in particular, in accordance with the points determined by the Abuse Claims Reviewer for each and every Abuse Claimant holding a Class 4 Claim, and their proportionate value based upon funds then available for Distribution as determined by the Trustee in the exercise of his reasonable business judgment. Opt-Out Claims shall be evaluated by the Abuse Claims Reviewer in accordance with the procedures in this Section 4.1.

Section 4.2 Manner of Payment.

Distributions from the Trust to the Beneficiaries may be made by the Trustee on behalf of the Trust or by a disbursing agent retained by the Trust to make Distributions on behalf of the Trust.

Section 4.3 Delivery of Distributions.

(a) Distributions shall be payable to the Beneficiary (or to counsel for the Beneficiary) on each date approved for Distribution by the Trustee (the “**Distribution Date**”) in accordance with the terms of the Trust Documents, including the Trust Distribution Plan. With respect to each Allowed Class 4 Claim approved for payment, Distributions shall be made only after all conditions to the Distribution with respect to each such Allowed Class 4 Claim have been satisfied, including, without limitation the execution and delivery by the Beneficiary to the Trustee of an Abuse Claim Release. Notwithstanding any other provisions herein or in the Plan, Opt-Out Claims are Channeled Claims with respect to the Debtor only and shall only be entitled to

Distributions from the Diocese Contribution. Opt-Out Claimants shall not be required to execute the Abuse Claims Release to receive a Distribution from the Diocese Contribution.

(b) In the event that any Distribution to a Beneficiary is returned as undeliverable, no further Distribution to such Beneficiary shall be made unless and until the Trustee has been notified of the then current address of such Beneficiary, at which time such Distribution shall be made to such Beneficiary without interest; provided however, that all Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the applicable Distribution Date. After such date, (i) all unclaimed Distributions shall revert to the Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Abuse Claim of such Beneficiary shall be released, settled, compromised and forever barred as against the Trust, and (iii) all unclaimed property interests shall be distributed to other Beneficiaries in accordance with the Trust Documents, as if the Abuse Claim of such Beneficiary had been disallowed as of the date the undeliverable Distribution was first made. The Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any Distribution is returned as undeliverable.

(c) In the event the Trust holds cash after paying all Trust Operating Expenses and making all Distributions contemplated under the Trust Documents, such remaining cash shall be distributed to a nationally recognized charitable organization of the Trustee's choice to the extent economically feasible, which charitable organization shall be independent of the Trustee and, to the extent possible, shall have a charitable purpose consistent with the protection of children from sexual abuse or its ramifications. No Trust Asset or any unclaimed property shall escheat to any federal, state, or local government or any other entity.

(d) Notwithstanding any provision in the Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim if the Trustee determines that the costs of making such Distribution is greater than the amount of the Distribution to be made.

Section 4.4 Medicare Reimbursement and Reporting Obligations.

(a) The Trust shall register as a Responsible Reporting Entity ("**RRE**") under the reporting provisions of section 111 of MMSEA (as defined in the Plan); provided that this shall apply only to Channeled Claims that occurred after December 5, 1980.

(b) The Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Trust. The Trust, in its capacity 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 monitoring, assessing, or receiving reports made under MMSEA (collectively, "**CMS**") to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) Before remitting funds to Claimants' counsel, or to the Claimant if such Claimant is acting *pro se*, in respect of any Channeled Claim, the Trustee shall obtain (i) a certification from said Claimant (or such Claimant's authorized decedent's estate representative) that said Claimant has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules,

regulations, or guidance, in connection with, or relating to, such Channeled Claim and (ii) that the Claimant indemnifies the Trust for any such obligations.

Section 4.5 The Abuse Claims Reviewer

(a) The Abuse Claims Reviewer (including a successor Abuse Claims Reviewer) shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.5(b) below, (iii) his or her removal pursuant to Section 4.5(c) below, and (iv) when any and all appeals have been determined pursuant to Section 8 of the Trust Distribution Plan.

(b) The Abuse Claims Reviewer may resign at any time upon written notice to the TAC and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than sixty (60) days after the date such notice is given, where practicable.

(c) The Abuse Claims Reviewer may be removed by consent of (i) at least two-thirds (2/3) majority of the TAC or (ii) an order from the Bankruptcy Court, in the event that the Abuse Claims Reviewer becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Abuse Claims Reviewer has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust Distribution Plan, any substantial failure to comply with the administration of the Trust Distribution Plan or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Abuse Claims Reviewer hereunder. For the avoidance of doubt, any removal of the Abuse Claims Reviewer pursuant to this Section 4.5(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) In the event of any vacancy in the office of the Abuse Claims Reviewer, including the death, resignation or removal of the Abuse Claims Reviewer, such vacancy shall be filled by the TAC as set forth herein. Within thirty (30) days of being notified of the death, resignation or removal of the Abuse Claims Reviewer, the TAC shall nominate an individual to serve as successor Abuse Claims Reviewer. If the majority of the TAC then in office agree upon a successor Abuse Claims Reviewer, then, subject to the approval of the Bankruptcy Court, such individual shall become the Abuse Claims Reviewer. Within fifteen (15) days of being nominated, the TAC shall move in the Bankruptcy Court for the approval of the nominated Abuse Claims Reviewer to serve as successor Abuse Claims Reviewer. If a majority of the TAC then in office do not agree upon a successor Abuse Claims Reviewer following notice of the death, resignation or removal of the Abuse Claims Reviewer, the TAC shall (by one or more of its members) move in the Bankruptcy Court for the appointment of a successor Abuse Claims Reviewer.

(e) Immediately upon the Bankruptcy Court's approval of the appointment of any successor Abuse Claims Reviewer pursuant to Section 4.5(d) above, all rights, titles, duties, powers and authority of the predecessor Abuse Claims Reviewer pursuant to the Trust Distribution Plan shall be vested in and undertaken by the successor Abuse Claims Reviewer without any further act. No successor Abuse Claims Reviewer shall be liable personally for any act or omission of his or her predecessor Abuse Claims Reviewer. No predecessor Abuse Claims Reviewer shall be liable personally for any act or omission of his or her successor Abuse Claims Reviewer. No successor Abuse Claims Reviewer shall have any duty to investigate the acts or omissions of his or her predecessor Abuse Claims Reviewer.

(f) Subject to the approval of the TAC as provided in Section 2.1(g), the Abuse Claims Reviewer, including the professionals and paraprofessionals he or she employs, shall receive reasonable and necessary compensation from the services provided. The Abuse Claims Reviewer's compensation shall be based upon the ordinary and customary hourly rate otherwise charged for by such professionals and paraprofessionals, subject to annual customary and uniform adjustments to the hourly rates. Subject also to the approval of the TAC as provided in Section 2.1(g), the Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Abuse Claims Reviewer in the course of carrying out his or her duties as Abuse Claims Reviewer. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report.

ARTICLE 5.

TRUSTEE AND TRUST ADVISORY COMMITTEE

Section 5.1 Initial Trustee. The initial Trustee shall be [_____] The initial Trustee shall be compensated at [his or her] ordinary and customary hourly rate of [_____] , subject to the applicable compensation provisions set forth in this Trust Agreement.

Section 5.2 Term of Service, Successor Trustee.

(a) The Trustee (including any successor Trustee) shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, and (iv) the termination of the Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the TAC and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than sixty (60) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by consent of (i) at least two-thirds (2/3) majority of the TAC or (ii) an order from the Bankruptcy Court, in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder. For the avoidance of doubt, any removal of the Trustee pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Appointment of Successor Trustee.

(a) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of the Trustee, such vacancy shall be filled by the TAC as set forth herein. Within thirty (30) days of being notified of the death, resignation or removal of the Trustee, the TAC shall nominate an individual to serve as successor Trustee. If the majority of the TAC then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee. Within fifteen (15) days of being nominated, the TAC shall move in the Bankruptcy Court for the approval of the nominated Trustee to serve as successor Trustee. If a majority of the TAC then in office do not agree upon a successor Trustee following

notice of the death, resignation or removal of the Trustee, the TAC shall (by one or more of its member) move in the Bankruptcy Court for the appointment of a successor Trustee by the Bankruptcy Court.

(b) Immediately upon the Bankruptcy Court's approval of the appointment of any successor Trustee pursuant to Section 5.3(a) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

Section 5.4 The Trust Advisory Committee

(a) The TAC shall consist in five (5) members (the "TAC Members"). The initial members of the TAC shall be individuals selected by the Plan Proponents in their sole discretion.

(b) Each TAC Member shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.4(b) below, (iii) his or her removal pursuant to Section 5.4(c) below, and (iv) the termination of the Trust pursuant to Section 6.2 below.

(c) Each TAC Member may resign at any time upon written notice to the other TAC Members and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than sixty (60) days after the date such notice is given, where practicable.

(d) Any TAC Member may be removed by consent of (i) all of the other TAC Members or (ii) an order from the Bankruptcy Court, in the event that the TAC Member becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the TAC Member has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust or the Trust Distribution Plan, any substantial failure to comply with the administration of the Trust or the Trust Distribution Plan or a consistent pattern of neglect and failure to perform or participate in performing the duties as a TAC Member hereunder. For the avoidance of doubt, any removal of a TAC Member pursuant to this Section 5.4(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(e) In the event of any vacancy of any member of the TAC, including the death, resignation or removal of the TAC Member, such vacancy shall be filled by the TAC as set forth herein. Within thirty (30) days of being notified of the death, resignation or removal of the TAC Member, the TAC shall nominate an individual to serve as successor TAC Member. If all TAC Members then in office agree upon a successor TAC Member, then, subject to the approval of the Bankruptcy Court, such individual shall become a TAC Member. Within fifteen (15) days of being nominated, the TAC shall move in the Bankruptcy Court for the approval of the nominated TAC Member to serve as successor TAC Member. If all TAC Members then in office do not agree upon a successor TAC Member following notice of the death, resignation or removal of a TAC Member, the TAC shall (by one or more of its members) move in the Bankruptcy Court for the appointment of a successor TAC Member by the Bankruptcy Court.

(f) Immediately upon the Bankruptcy Court's approval of the appointment of any successor TAC Member pursuant to Section 5.4(d) above, all rights, titles, duties, powers and authority of the predecessor TAC Member pursuant to the Trust Distribution Plan shall be vested in and undertaken by the successor TAC Member without any further act. No successor TAC Member shall be liable personally for any act or omission of his or her predecessor TAC Member. No predecessor TAC Member shall be liable personally for any act or omission of his or her successor TAC Member. No successor TAC Member shall have any duty to investigate the acts or omissions of his or her predecessor TAC Member.

(g) Each TAC Member shall not receive separate compensation for the time spent serving in such capacity. Subject also to the approval of the TAC as provided in Section 2.1(f), the Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by a TAC Member in the course of carrying out his or her duties as a TAC Member. The amounts paid to each TAC Member for the reimbursement of expenses shall be disclosed in the Annual Report.

Section 5.5 Trustee and TAC Meetings.

(a) **Regular Meeting.** The Trustee shall hold regular meetings with the TAC not less than quarterly, which may be held at such times and at such places as may be determined from time to time by the Trustee, including remotely.

(b) **Special Meetings.** Special meetings of the Trustee with the TAC may be called by the Trustee or the TAC by giving written notice to the other not less than one (1) business day prior to the date of the meeting. Any such notice shall include the time, place and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee or the TAC for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference.** The Trustee or TAC may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 5.4(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice.** Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trustee meeting need be specified in any waiver of notice.

Section 5.5 Compensation and Expenses of Trustee.

Subject to the approval of the TAC as provided in Section 2.1(g), the Trustee shall receive compensation from the Trust for his or her reasonable and necessary services as Trustee (including the services provided by the professionals and paraprofessionals he or she employs). The Trustee's

compensation shall be based upon the ordinary and customary hourly rates otherwise charged by such professionals and paraprofessionals, subject to annual customary and uniform adjustments to the hourly rate. Subject also to the approval of the TAC as provided in Section 2.1(g), the Trust shall also reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out his or her duties as Trustee. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report.

Section 5.6 Trustee's Independence.

(a) The Trustee shall not, during his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for Reorganized Debtor or its affiliated persons, or any Non-Settling Insurer. No Trustee shall act as an attorney for, or otherwise represent, any Person who holds a claim in the Chapter 11 Case.

(b) The Trustee shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Trust and the Trustee, respect to the affairs of the Trust, shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust or the Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.7 Indemnification.

(a) As used herein, the term "**Trust Indemnified Party**" shall mean the Trustee, the Abuse Claims Reviewer, the TAC, and each of their respective retained employees, agents, consultants, lawyers, advisors or professionals, in their capacity as such (collectively, the "**Trust Indemnified Parties**").

(b) Without the need for further court approval, the Trust hereby indemnifies, holds harmless, and defends the Trust Indemnified Parties in the performance of their duties hereunder to the fullest extent that a trust, including a statutory trust organized under the laws of the State of Connecticut, is entitled to indemnify, hold harmless and defend such persons against any and all liabilities, expenses, claims, damages or losses (including attorneys' fees and costs) incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them on or after the Effective Date in connection with the formation, establishment, funding or operations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own gross negligence, willful misconduct, criminal conduct, professional malpractice or actual fraud.

(c) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Trust shall be paid by the Trust in advance of the final disposition thereof; provided, however, that such Trust Indemnified Parties must have delivered their undertaking to repay such amounts in the event that it shall be determined ultimately by final order of the Bankruptcy Court that the Trust

Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

Section 5.8 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.8.

(b) In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor to any Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Trust or to the Beneficiaries, it is hereby understood and agreed by the Parties and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trustee, provided however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.8 herein.

(d) Any Trust Indemnified Party may rely, without inquiry, upon writings delivered to it under any of the Trust Documents, which the Trust Indemnified Party reasonably believes to be genuine and to have been given by a proper person.

(e) Any action taken or omitted by the Trust Indemnified Parties with the approval of the Bankruptcy Court, or any other court of competent jurisdiction, will conclusively be deemed not to constitute gross negligence, willful misconduct, criminal conduct, professional malpractice or actual fraud.

(f) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties, and powers hereunder.

(g) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

(h) The Trustee may purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

Section 5.9 Bond.

The Trustee shall be required to post a bond or other form of surety or security as ordered by the Bankruptcy Court in the Confirmation Order.

ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Irrevocability.

To the fullest extent permitted by applicable law, the Trust is irrevocable. The Settlor shall not (i) retain any ownership or residual interest whatsoever with respect to any Trust Assets, including, but not limited to, the funds transferred to fund the Trust, and (ii) have any rights or role with respect to the management or operation of the Trust, or the Trustee's administration of the Trust.

Section 6.2 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the following provisions.

(b) The Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Trust because (i) all reasonably expected assets have been collected by the Trust, (ii) all Distributions have been made to the extent set forth in the Trust Distribution Plan, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses in a manner consistent with the Trust Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the "**Dissolution Date**"). For the avoidance of doubt, the Dissolution Date shall be no sooner than six months after the dissolution of the Unknown Abuse Claim Trust.

(c) Following the dissolution and Distribution of the Trust Assets, the Trust shall terminate, and the Trustee shall execute and cause a certificate of cancellation (the "Certificate of Cancellation") of the Certificate of Trust to be filed in accordance with the Trust Code. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) After termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until its duties hereunder have been fully performed. The Trustee shall retain the books, records, documents and files that shall have been delivered to or created by the Trustee until Distribution of all the Trust Assets. For purposes of this provision, Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000 and no further actions are pending or have yet to be brought. At the Trustee's discretion, all of such books, records, documents and files may be destroyed at any time following the later of: (i) the first anniversary of the final Distribution of the Trust Assets, and (ii) the date until which the Trustee is required by applicable law to retain such books, records, documents and files; provided however, that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents or files relating to the Trust without giving Reorganized Debtor the opportunity to take control of such books, records, documents and/or files.

(e) Upon termination of the Trust and accomplishment of all activities described in this Trust Agreement, the Trustee and its professionals shall be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law or fraud of the Trustee or his agents or representatives). The Trustee may, at the expense of the Trust, seek an order of the Bankruptcy Court confirming the discharges, exculpations and exoneration referenced in the preceding sentence.

Section 6.3 Outgoing Trustee Obligations.

In the event of the resignation or removal of the Trustee, the resigning or removed Trustee shall:

(a) execute and deliver by the effective date of resignation or removal such documents, instruments, records and other writings as may be reasonably requested by the successor Trustee to effect such resignation or removal and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

(b) deliver to the successor Trustee all documents, instruments, records and other writings relating to the Trust Assets as may be in the possession or under the control of the resigning or removed Trustee;

(c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee; and

(d) irrevocably appoint the successor Trustee (and any interim trustee) as its attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Trust

Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment. The Bankruptcy Court also may enter such orders as are necessary to effect the termination of the appointment of the Trustee and the appointment of the successor Trustee.

Section 6.4 Taxes.

(a) The Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the IRC, as amended (the “**QSF Regulations**”), with respect to which Reorganized Debtor shall timely make an election to treat the Trust as a “grantor trust” for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local income tax purposes.

(b) The Trustee shall be the “administrator” of the Trust within the meaning of section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust out of the Trust Assets, which assets may be sold by the Trustee to the extent necessary to satisfy tax liabilities of the Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund and a grantor trust, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund and a grantor trust within the meaning of the QSF Regulations. The Trustee may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust for all taxable periods through the Dissolution Date.

(c) As soon as reasonably practicable after the Effective Date, but in no event later than one hundred twenty (120) days thereafter, the Trust shall make a good faith valuation of the Aggregate Settlement Consideration and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. In connection with the preparation of the valuation contemplated hereby, the Trust shall be entitled to retain such professionals and advisors as the Trustee shall determine to be appropriate or necessary, and the Trustee shall take such other actions in connection therewith as he or she determines to be appropriate or necessary.

(d) The Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state or local tax law with respect to any payment or Distribution. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed or paid for all purposes of this Trust Agreement. The Trustee shall be authorized to collect such tax information (including tax identification numbers) as in his or her sole discretion is deemed necessary to effectuate the Plan, the Confirmation Order and this Trust Agreement. In order to receive Distributions, all Beneficiaries shall be required to provide tax information to the Trustee to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Trustee for these purposes. The Trustee may refuse to make a payment or Distribution unless or until such information is delivered; provided however, that, upon the delivery of such information, the Trustee shall make such delayed payment or Distribution, without interest. Notwithstanding the foregoing, if a person fails to furnish any tax information reasonably requested by the Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Trust. In no event shall any escheat to any federal, state or local government or any other entity.

Section 6.5 Modification.

(a) Material modifications to this Trust Agreement, including Exhibits hereto, may be made only with the consent of the Trustee and the majority of the TAC and subject to the approval of the Bankruptcy Court; provided however, that the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice on the Bankruptcy Court docket, to make minor corrective or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement, provided such minor corrective or clarifying amendments shall not take effect until ten (10) days after notice to on the Bankruptcy Court docket, subject to any objection by a Beneficiary. Except as permitted pursuant to the preceding sentence, the Trustee shall not modify this Trust Agreement in any manner that is inconsistent with the Plan or the Confirmation Order without the approval of the Bankruptcy Court. The Trustee shall file notice of any modification of this Trust Agreement with the Bankruptcy Court.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) the applicability of section 105 of the Bankruptcy Code to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction or any other injunction or release issued or granted in connection with the Plan and Confirmation Order or (iii) the Trust's qualified settlement fund status and grantor trust status under the QSF Regulations.

Section 6.6 Severability.

If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 6.7 Notices.

Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

☐
[
☐
☐
Telephone: ☐
Email: ☐

with a copy (which shall not constitute notice) to:

[]
[]
[]
Telephone: []
Email: []

All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 6.8 Successors and Assigns.

The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the TAC and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their, rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above.

Section 6.9 Limitation on Transferability; Beneficiaries' Interests.

The Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of any Trustee, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on Distributions; and (g) give rise to any rights to seek a partition or division of the Trust Assets. Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, the Beneficiaries shall have an undivided beneficial interest only in cash assets of but only to the extent such cash assets are declared by the Trustee to be distributable as Distributions in accordance with the Trust Documents. For the avoidance of doubt, the Beneficiaries shall have only such rights as expressly set forth in the Trust Documents.

Section 6.10 Exemption from Registration.

The Parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the Trust will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

Section 6.11 Entire Agreement; No Waiver.

The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 6.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 6.13 Governing Law.

This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Connecticut law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the TAC set forth or referenced in this Trust Agreement.

Section 6.14 Settlor's Representative.

Pursuant to the Trust Documents, the Reorganized Debtor is hereby irrevocably designated as the “**Settlor's Representative**” and is hereby authorized to take any action consistent with Reorganized Debtor's obligations under the Trust Documents that is reasonably requested of the Settlor by the Trustee pursuant to the Trust Documents. Pursuant to the Trust Documents, the Settlor's Representative shall cooperate with the Trustee and the Trust's officers, employees and professionals in connection with the Trust's administration of the Aggregate Settlement Consideration, including, but not limited to, providing the Trustee or his or her officers, employees and professionals, upon written request (including e-mail), reasonable access to information related to the Aggregate Settlement Consideration, including, without limitation, delivery of documents in the possession of, or witnesses under the control of, Reorganized Debtor to the extent that the Trustee could obtain the same by subpoena, notice of deposition or other permissible discovery request, without the need for a formal discovery request.

Section 6.15 Independent Legal and Tax Counsel.

All parties to this Trust Agreement have been represented by counsel and advisors of their own selection in this matter. Consequently, the parties agree that the language in all parts of this Trust Agreement shall in all cases be construed as a whole according to its fair meaning and shall not be construed either strictly for or against any party. It is specifically acknowledged and understood that this Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America.

Section 6.16 Waiver of Jury Trial.

Each party hereto and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement.

Section 6.17 Effectiveness.

This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

Section 6.18 Counterpart Signatures.

This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

SETTLOR:

The Norwich Roman Catholic Diocesan

Corporation

By: _____

TRUSTEE:

By: _____

TAC MEMBERS

Name:

Name:

Name:

EXHIBIT 1

TRUST DISTRIBUTION PLAN

TRUST DISTRIBUTION PLAN

1. **PURPOSE**

The Trust Distribution Plan is to provide for the Distribution of funds to Abuse Claimants. **This protocol does not apply to the Distribution of funds to any other creditors, including Unknown Abuse Claimants.**

2. **DEFINITIONS**

2.1 **Capitalized Terms.**

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

“**Abuse Claimants**” means, collectively, Persons who hold Class 4 Claims. For the avoidance of doubt, this definition is narrower than the term in the Plan which defines “Abuse Claimants” to include Unknown Abuse Claimants. This definition of Abuse Claimants *expressly excludes Unknown Abuse Claimants*.

“**Abuse Claims**” means, collectively, those Claims classified in Class 4 of the Plan. For the avoidance of doubt, this definition is narrower than the terms in the Plan which defines “Abuse Claim” to include Unknown Abuse Claims. This definition of Abuse Claims *expressly excludes Unknown Abuse Claims*.

“**Late-Filed Abuse Claim**” means an Abuse Claim for which an Abuse Claimant filed a Proof of Claim after the Claims Bar Date and before the Effective Date.

“**Perpetrator of the Debtor**” means a person: (1) who was an employee or other agent of the Debtor or any other Participating Party (as defined in the Plan) when such person committed an act of Abuse; or (2) for whom or for whose actions the Debtor or any other Participating Party (as defined in the Plan) was otherwise responsible.

“**Trust Termination Date**” means the date upon which the termination of this Trust occurs pursuant to Section 6.2 of the Trust Agreement.

3. **RULES OF INTERPRETATION AND GENERAL GUIDELINES**

3.1 **Sole and Exclusive Method.**

The Plan and the Trust Agreement contemplate that the Trust will be established for payment of Abuse Claims. The Plan and this protocol shall together be the sole and exclusive method by which an Abuse Claimant (and not an Unknown Abuse Claimant) may seek Distribution because of an Abuse Claim against the Debtor. The Plan and the

Trust Agreement further contemplate that a separate trust will be established for payment of Unknown Abuse Claims.

3.2 Conflict with Plan.

The terms of the confirmed Plan (as it may be amended) or the Confirmation Order shall prevail if there is any conflict between the terms of the Plan and the terms of this Trust Distribution Plan.

3.3 Non-Compensatory Damages and Other Theories of Liability.

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.

3.4 Withdrawal of Claims.

An Abuse Claimant can irrevocably withdraw an Abuse Claim at any time upon written notice to the Trustee and the Diocese. Once withdrawn, the Abuse Claim may not be reasserted against the Trust (including filing an Unknown Abuse Claim by an Abuse Claimant who withdrew his or her Abuse Claim).

3.5 Res Judicata Effect.

The Abuse Claims Reviewer's determination regarding an Abuse Claim shall have no preclusive, res judicata judicial estoppel or similar effect outside of this Bankruptcy Case as to any third party. The Abuse Claims Reviewer's determination shall not be used against any Abuse Claimant in any other matter, case or proceeding.

3.6 Confidentiality and Privilege.

All information that the Abuse Claims Reviewer receives from any source about any Abuse Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Abuse Claimant (or such Claimant's counsel of record). All information that the Abuse Claims Reviewer received from any Abuse Claimant (including from counsel to such Claimant) shall be subject to a mediation privilege and receipt of such information by the Abuse Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

4. ABUSE CLAIMS REVIEWER

[_____] is appointed the "Abuse Claims Reviewer" (the "Abuse Claims Reviewer") under the terms of this protocol and as approved by the Bankruptcy Court in the Confirmation Order. The Abuse Claims Reviewer shall review each of the Abuse Claims (as and when

such Claims may be filed) and, according to the guidelines in section 5 below, make determinations upon which individual monetary Distributions will be made subject to the Plan and the Trust Documents. The Abuse Claims Reviewer's review as to each Abuse Claimant shall be the final review, subject only to reconsideration as set forth in section 7 below.

The Debtor shall provide electronic copies of all Abuse Proof of Claim forms (including any attachments thereto and as the same may have been amended from time to time) to the Abuse Claims Reviewer.

5. PROCEDURE FOR ALLOCATION AMONG ALLOWED ABUSE CLAIMS

5.1 Proof of Abuse.

The Abuse Claims Reviewer shall consider all of the facts and evidence presented by the Abuse Claimant in the Abuse Claimant's filed proof of claim. Abuse Claimants may provide supplemental evidence and information to the Abuse Claims Reviewer pursuant to the below procedures.

The Abuse Claims Reviewer may request additional information from an Abuse Claimant. Failure to respond to such request shall not be construed against the Abuse Claimant.

Each Abuse Claimant can submit a written statement (a "**Supplemental Submission**") to the Abuse Claims Reviewer. The Abuse Claims Reviewer shall establish a deadline (the "**Submission Deadline**") of no less than 30 days for Abuse Claimants to submit Supplemental Submissions to the Abuse Claims Reviewer. The Submission Deadline shall be a business day. Notice of the Submission Deadline (the "**Supplement Notice**") shall be sent by the Abuse Claims Reviewer to all known Abuse Claimants at the address provided for notice in their respective proofs of claim filed in the Bankruptcy Case, as amended. The Supplemental Notice shall be served no later than fifteen (15) days after the Effective Date. The Supplemental Notice shall provide, among other things, the method for delivery of Supplemental Submissions. All notices by the Abuse Claims Reviewer to Abuse Claimants, including the Supplement Notice, shall be sent to each Abuse Claimant's counsel of record via email and first-class mail at the address(es) provided in the applicable Abuse Proof of Claim Form.

The Supplemental Submission shall be no longer than 10 pages, single sided, double spaced with 12-point font; provided, however, that an Abuse Claimant not represented by counsel may submit a handwritten Supplemental Submission not to exceed 10 single sided pages in length. A Supplemental Submission shall be submitted by the Submission Deadline unless the Abuse Claims Reviewer determines, in his sole discretion, there is good cause for delay. The Abuse Claims Reviewer, in his sole discretion, may allow an Abuse Claimant to exceed the page limit for the Supplemental Submission. Abuse Claimant may submit a Supplemental Submission to the Abuse Claims Reviewer, instead of a written statement, via video that is no more than ten minutes. An Abuse Claimant may submit either a written or video Supplemental Submission, but not both. A video submission may only record the Abuse Claimant and may record no other person, including an agent or representative of an Abuse Claimant; provided, however, a video may include recording

the Abuse Claimant's deposition if such recording is not more than ten minutes. If an Abuse Claimant declines to submit a written or video Supplemental Submission, such declination shall not be held against the Abuse Claimant or be used as grounds to discount the claim. **The medium of the Supplemental Submission (whether in writing or by video) shall not advantage or disadvantage an Abuse Claimant.**

5.2 Guidelines for Allocation for Allowed Abuse Claims.

(a) Initial Evaluation.

The Abuse Claims Reviewer shall consider whether the Abuse Claimant has proven by credible evidence that the Abuse was perpetrated by a Perpetrator of the Debtor. The Abuse Claims Reviewer shall give notice to the Abuse Claimant and the Trustee if he or she determines that the Abuse Claimant has not met the burden of proof and will provide the Abuse Claimant a reasonable opportunity to provide facts and/or legal basis to establish that the burden of proof has been met. The Debtor and any Participating Party (other than a Settled Insurer or Oceania) must cooperate with any information or discovery request by an Abuse Claimant related to the Abuse Claims Reviewer's determination that the Abuse Claimant has not met the burden of proof. Zero (0) points shall be allocated for any Abuse Claim where the Abuse Claimant has not proven their Abuse Claim by credible evidence. Notwithstanding, on request of the Trustee, the Abuse Claims Reviewer shall evaluate the Claim under Section 5.2(c) to let the Trustee properly calculate the point valuation as provided in Section 7 below and reserve sufficient amounts to pay the Abuse Claimant if the Abuse Claims Reviewer determines after a motion for reconsideration that the Abuse Claimant has met the burden of proof.

(b) Released Abuse Claims.

As for any Abuse Claim filed by an Abuse Claimant who previously released the Diocese from liability (a "**Releasor**"), the Abuse Claims Reviewer shall assess whether such Releasor has proven by credible evidence that:

- (a) such Releasor was not represented by counsel when such release was executed (the "**Release Date**"); and
- (b)
 - (i) any payment received by such Claimant in consideration of the release was unjust under the circumstances; or
 - (ii) such Releasor was incapacitated or disabled as of the Release Date; or
 - (iii) such Releasor was fraudulently induced to execute the release.

A Releasor must submit a written statement (no longer than 10 pages, single sided, double spaced with 12-point font) regarding an Abuse Claim asserted after such Abuse Claimant executed a release in favor of the Diocese. The Abuse Claims Reviewer shall award zero (0) points for any applicable Releasor that fails to submit such statement. Releasors who must submit such statement—referenced by the

number assigned for their filed Proof of Claim—are listed on Schedule 1 hereto. The deadline to submit such statement shall be the Submission Deadline provided upon notice by the Abuse Claims Reviewer to the Releasor. The Trustee shall deduct the amount received by any Releasor in exchange for the release from such Claimants award. Any Releasor that fails to provide written evidence of the amount received in exchange for executing such a release within 30 days of a written request for such information by the Trustee shall be awarded zero (0) points.

(c) Evaluation Factors

Subject to the provisions of Sections 5.2(a) and 5.2(b), each Abuse Claim classified in Class 4 will be evaluated by the Abuse Claims Reviewer. For the avoidance of doubt, such includes all Late-Filed Abuse Claims other than those who elected on their Ballots to be treated as an Unknown Abuse Claim classified and treated in Class 5 of the Plan. Each such Abuse Claim will be scored on a scale of up to 100 based on these factors:

(i) Nature of the Sexual Abuse:

- (1) Duration;
- (2) Frequency/number of instances;
- (3) Degree of intrusiveness into child's body (*e.g.* clothed/unclothed, masturbation by or of perpetrator, oral penetration, anal penetration, vaginal penetration);
- (4) Level or severity of force/violence/coercion/threats;
- (5) Control of environment (*e.g.* boarding school, orphanage, trip under supervision of perpetrator, day school, employment relationship with Perpetrator of the Debtor);
- (6) Number of Perpetrators of the Debtor that abused the Claimant;
- (7) Physical pain suffered;
- (8) Grooming; and/or
- (9) Additional factors that may be provided by the Claimant.

(ii) Impact of Abuse:

- (1) School behavior problems;
- (2) School academic problems;

- (3) Getting into legal trouble as a minor;
- (4) Loss of faith;
- (5) Damage to family relationships/ interpersonal difficulties;
- (6) Mental health symptoms, including:
 - a. Depression;
 - b. Suicide Attempt and suicidal ideation;
 - c. Anxiety;
 - d. Substance abuse;
 - e. Sexual acting out;
 - f. Runaway;
 - g. Flashbacks; and/or
 - h. Nightmares; and/or
- (7) Adult and current functioning:
 - a. Criminal record as an adult;
 - b. Underemployment/unemployment;
 - c. Relationship problems
 - d. Substance abuse; and/or
- (8) The risk of the foregoing factors affecting the Abuse Claimant in the future based on the Abuse Claimant's age at the present time; and/or
- (9) Additional factors that may be provided by the Claimant.

The Abuse Claims Reviewer shall not consider the mere fact that a Claimant has been or is incarcerated in the review of the claim unless an element of the crime for which the Claimant was convicted includes any fraud or misrepresentation.

(iii) Additional Factors:

- (1) Level of participation by the Abuse Claimant in public/litigation events related to the Abuse Claims, including but not limited to:

- a. leadership role in organizations dedicated to helping sexual abuse survivors;
- b. participation in litigation against the Diocese before the Petition Date;
- c. participation in criminal proceedings against a Perpetrator of the Debtor;
- d. filing of a lawsuit naming a Catholic Entity; and/or
- e. other public disclosure of Abuse Claims.

5.3 Opt-Out Claims.

Abuse Claimants holding Opt-Out Claims are Channeled Claims with respect to the Debtor only. Such Opt-Out Claimants are free to pursue any action against any Participating Party (excluding the Debtor) and/or Settled Insurer subject to the limitations imposed by the Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions described in Section 13.11 of the Plan.

The Allowed Abuse Claims of Opt-Out Claimants shall only be entitled to a Distribution from the Diocese Contribution pursuant 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 from time to time, and will have waived any right to a Distribution from the balance of the Trust.

5.4 Late-Filed Abuse Claims.

A Holder of a Late-Filed Abuse Claim who has exercised the Opt-Out Election on or before the Voting Deadline ("Opt-Out Late-Filed Abuse Claimants") may be Allowed by the Bankruptcy Court as a Class 4 Claim upon motion by the Opt-Out Late Filed Abuse Claimant and after due notice and a hearing where such Opt-Out Late Filed Abuse Claimant establishes their excusable neglect excusing the late filing of their Proof of Claim and the Bankruptcy Court orders that the Late-Filed Abuse Claim shall be treated as timely filed on or before the Claims Bar Date. 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. Notwithstanding the forgoing, Holders of a Late-Filed Abuse Claim who vote to accept the Plan and who do not exercise the Opt-Out Election 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 herein.

6. ADJUSTMENTS.

The Abuse Claims Reviewer shall allocate points or adjust the point total for all Abuse Claimants as follows:

6.1 No Award for Non-Abuse.

The Abuse Claims Reviewer shall allocate points only for Abuse Claims, subject to paragraph 3.3 above. Zero (0) points shall be allocated for any Claim that is not an Abuse Claim.

6.2 Barred Abuse Claims.

A “Barred Abuse Claim” means an Abuse Claim arising at a time when the Abuse Claimant was under the age of eighteen (18), and where both: (i) no civil action had been commenced to recover upon such Abuse Claim within thirty (30) years from the date such Abuse Claimant attained the age of eighteen (18), which civil action remained pending on the Petition Date; and (ii) the Petition Date occurred more than thirty (30) years from the date such Abuse Claimant attained the age of eighteen (18). The list of Allegedly Barred Child Sexual Abuse Claims is attached as Exhibit I to the Plan. The Abuse Claims Reviewer shall not consider the legal applicability of the statute of limitations, Conn. Gen. Stat. 52-577d (2018), for any Barred Child Sexual Abuse Claim.

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 this 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 herein and 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 this Trust Distribution Plan within **thirty (30) days** of the Effective Date of the Plan.

6.3 Other Sources of Recovery

The Abuse Claims Reviewer shall consider any recoveries an Abuse Claimant has actually received or is legally entitled to receive pursuant to a Non-Appealable Order on account of their Abuse Claims from any source other than through the Trust and allocate point or adjust the point total according; provided, however, that there will be no consideration by the Abuse Claims Reviewer of an Abuse Claimant’s unliquidated claims against any other entity that may be liable to the Abuse Claimant on account of the Abuse.

7. POINT VALUATION.

As soon as reasonably possible but no later than sixty (60) days after the Submission Deadline, the Abuse Claims Reviewer shall arrive at a point total for each and every Abuse Claimant whose Abuse Claim is classified in Class 4 of the Plan considering the above initial evaluation, evaluation factors and adjustments, and shall promptly notify the Trustee

in writing of such determinations. This deadline may be extended by the Bankruptcy Court upon motion filed by the Abuse Claims Reviewer or the Trustee and good cause shown.

The Trustee shall calculate the value of an individual “point” after his or her receipt of the Abuse Claims Reviewer’s point total for each and every Abuse Claim. The point value will be determined by dividing (a) the total dollars in the aggregate funded to the Trust and estimated to be available for Distribution in total for the Abuse Claims (as reasonably estimated by the Trustee) by (b) the total of points among all of the individual Abuse Claims. For the avoidance of doubt, in determining the point value, the Trustee shall include the point total awarded for Late-Filed Abuse Claims and Barred Abuse Claims classified in Class 4 even though no Distribution shall be made on account of such Claim unless and until it has been Allowed by the Bankruptcy Court. For Abuse Claims subject to a then pending motion for reconsideration, the Trustee shall apply a point total for such Abuse Claimant based upon the assertions made by the Abuse Claimant in their motion for reconsideration. Thus, for example, if there are 100 Abuse Claimants awarded 7,500 points among such Abuse Claimants, with a total estimated available settlement fund of \$30 million, each point would be valued at \$4,000.

**8. DETERMINATIONS BY THE ABUSE CLAIMS REVIEWER
AND REQUESTS FOR RECONSIDERATION AND APPEAL.**

Within fifteen (15) days of the Trustee’s written receipt of the point totals awarded for each and every Abuse Claimant in Class 4 provided by the Abuse Claims Reviewer, the Trustee shall notify each such Abuse Claimant in writing of the Trustee’s reasonably estimated aggregate monetary Distribution to be paid on account of the Abuse Claim (the “**Allocated Payment Estimate**”). This deadline may be extended by the Bankruptcy Court upon motion filed by the Trustee and good cause shown. The Allocated Payment Estimate may be greater or smaller than the aggregate value of the actual Distribution(s) ultimately received by such Abuse Claimant based on, among other things, liquidations and other recoveries actually realized by the Trustee and the Trust, the outcome of any reconsideration of Claims, and the expenses paid and reserves established by the Trustee.

The Trustee shall mail written notice of the Allocated Payment Estimate (the “**Award Notice**”) to the Abuse Claimant’s counsel of record, or in the case of unrepresented parties, to the last address based on the Abuse Claimant’s filed proof of claim.

The Abuse Claims Reviewer’s determination shall be final unless the Abuse Claimant makes a timely request for the point award to be reconsidered by the Abuse Claims Reviewer. The Abuse Claimant shall not have a right to any other appeal of the Abuse Claims Reviewer’s point award. The Abuse Claimant may request reconsideration of the Abuse Claims Reviewer’s point award by delivering a written request for reconsideration to the Abuse Claims Reviewer within thirty (30) calendar days after the Trustee’s mailing of the Award Notice. The Abuse Claimant, with the request for reconsideration, may submit additional evidence and argument supporting such request upon a showing that such additional information could not have been provided under this protocol. The Abuse Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration; provided, however, that the Abuse Claims Reviewer shall determine and shall provide notice of their determination to each requesting Abuse Claimant within thirty (30) days of the Abuse Claims Reviewer’s receipt of the request for reconsideration. The

Abuse Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

9. DISTRIBUTIONS BY TRUSTEE

Based upon the point award determined by the Abuse Claims Reviewer after it has become final (in the absence of a request for reconsideration or after the conclusion of any request for reconsideration), the Trustee shall make Distributions to each holder of an Abuse Claim in Class 4 (each such payment, an "**Allocated Payment**," and in the aggregate due to such Abuse Claimant, the "**Allocated Payments**") in accordance with the Trust Agreement and, in particular, without limitation, Article IV, and this Trust Distribution Plan. The first Allocated Payment made by the Trustee to each Abuse Claimant shall be made by the Trustee as soon as reasonably possible but no later than sixty (60) days after the Trustee mailed the Award Notice to the Abuse Claimants or, if a timely request for reconsideration was submitted by the Abuse Claimant, after the Abuse Claims Reviewer's determination of such request for reconsideration. This deadline may be extended by the Bankruptcy Court upon motion filed by the Trustee and good cause shown. Notwithstanding any other provision herein or in the Plan to the contrary, Abuse Claims held by Opt-Out Claimants are Channeled Claims with respect to the Debtor only and shall only be entitled to a Distribution from the Diocese Contribution.

10. SPECIFIC ALLOCATION.

Notwithstanding the foregoing, the Abuse Claims Reviewer and Trustee shall allocate the ***additional*** lump sum amount of \$60,000 to the Abuse Claim numbered 3016 and \$40,000 to the Abuse Claim numbered 10002. For the avoidance of doubt, these lump sum amounts are in addition to the Allocated Payments such holders of Abuse Claims numbered 3016 and 10002 are entitled to receive pursuant to the terms of the Trust Distribution Plan.

Plan Exhibit B

Unknown Abuse Claims Trust Agreement and Trust Distribution Procedures

UNKNOWN ABUSE CLAIMS TRUST AGREEMENT

This Unknown Abuse Claims Trust Agreement (this “**Unknown Abuse Claims Trust Agreement**”), dated as of _____, 2024, and effective as of the Effective Date, is entered in accordance with the *Joint Chapter 11 Plan of Reorganization* (as it may be amended, modified, or supplemented, the “**Plan**”),¹ by The Norwich Roman Catholic Diocesan Corporation (the “**Diocese**,” also known as the “**Debtor**” or the “**Settlor**,” in its capacity as settlor of the “Unknown Abuse Claims Trust,” as that term is defined below), on the one hand, and [____], as the Unknown Abuse Claims Trustee (together with any successor serving in such capacity, the “**Unknown Abuse Claims Trustee**”) and the Unknown Abuse Claims Trust Advisory Committee, who are the individuals identified in Section 5.4 of this Unknown Abuse Claims Trust Agreement (together with any successors serving in such capacity, the “**TAC**”) on the other hand;

RECITALS

(A) The Diocese has reorganized under the provisions of chapter 11 of the Bankruptcy Code in a case filed in the Bankruptcy Court, administered and known as *In re The Norwich Roman Catholic Diocesan Corporation*, Case No. 21-20687 (JJT) (Bankr. D. Conn) (the “**Chapter 11 Case**”).

(B) The Plan and the Confirmation Order in the Chapter 11 Case provide, among other things, for the creation of the “Unknown Abuse Claims Trust.”

(C) Pursuant to the Confirmation Order, as of the Effective Date of the Plan, this Unknown Abuse Claims Trust Agreement, in order to implement certain terms and conditions of the Plan, creates a trust (the “**Unknown Abuse Claims Trust**”) for the exclusive benefit of the holders of Class 5 Claims treated pursuant to the Plan as Unknown Abuse Claims.

(D) The Bankruptcy Court held in the Confirmation Order that all the prerequisites for the Channeling Injunction have been satisfied, and such Channeling Injunction is fully effective and enforceable as provided in the Plan and Confirmation Order with respect to the Channeled Claims.

(E) The Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter until fully funded by the Diocese in accordance with the Plan, the Aggregate Settlement Consideration (as defined in Section 1.3) shall be transferred to and vested in the Unknown Abuse Claims Trust free and clear of all Liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or their Affiliates, any creditor or any other entity, other than as provided in the Channeling Injunction with respect to the Channeled Claims and as provided in Section 1.3.

NOW, THEREFORE, it is hereby agreed as follows:

¹ All capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Plan or in the Confirmation Order, as applicable, or, if not defined therein, as set forth in the Unknown Abuse Claims Trust Distribution Plan (as defined in Section 1.2 below).

ARTICLE 1. AGREEMENT OF TRUST

Section 1.1 *Creation and Name.* Diocese as Settlor hereby creates a trust known as the “**NRCD Unknown Abuse Claims Trust**” which is the “Unknown Abuse Claims Trust” provided for and referred to in the Plan. The Unknown Abuse Claims Trustee may transact the business and affairs of the Unknown Abuse Claims Trust in the name of the NRCD Unknown Abuse Claim Trust and references herein to the Unknown Abuse Claims Trust shall include the Unknown Abuse Claims Trustee acting on behalf of the NRCD Unknown Abuse Claims Trust. The Confirmation Order, the Plan and this Unknown Abuse Claims Trust Agreement, including the Exhibits hereto, including the Unknown Abuse Claims Trust Distribution Plan as defined in Section 1.2 (collectively, the “**Unknown Abuse Claims Trust Documents**”), constitute the governing instruments of the Unknown Abuse Claims Trust. The Unknown Abuse Claims Trustee is hereby authorized to execute and file a Certificate of Trust with the Connecticut Secretary of State.

Section 1.2 *Purposes.* The purposes of the Unknown Abuse Claims Trust are: (i) to assume all liability for the Channeled Claims related to Unknown Abuse Claims as provided in the Plan; (ii) to administer the Unknown Abuse Claims; and (iii) to make Distributions to holders of Unknown Abuse Claims in accordance with the Unknown Abuse Claims Trust Distribution Plan attached hereto as **Exhibit 1** (the “**Unknown Abuse Claims Trust Distribution Plan**”). In connection therewith, the Unknown Abuse Claims Trust shall hold, manage, protect and monetize the Unknown Abuse Claims Trust Assets (as defined in Section 1.3 below) in accordance with the terms of the Unknown Abuse Claims Trust Documents for the benefit of the Beneficiaries (as defined in Section 1.6(a) below). All Unknown Abuse Claims shall be resolved exclusively in accordance with the Unknown Abuse Claims Trust Distribution Plan.

Section 1.3 *Transfer of Assets.* Pursuant to the Plan, the NRCD Abuse Claims Trust shall pay all funds to the Unknown Abuse Claims Trust by wire transfer or otherwise to effectuate the transfer of such funds as required under the Plan. The Unknown Abuse Claims Trust will receive and hold all right, title and interest in and to the funds transferred (the “**Aggregate Settlement Consideration**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the “**Unknown Abuse Claims Trust Assets**”) as required under the Plan. The Aggregate Settlement Consideration shall be transferred to the Unknown Abuse Claims Trust free and clear of any liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other person or entity, other than as provided in the Channeling Injunction with respect to Channeled Claims.

Section 1.4 *Acceptance of Assets.* In furtherance of the purposes of the Unknown Abuse Claims Trust, the Unknown Abuse Claims Trustee, on behalf of the Unknown Abuse Claims Trust, hereby expressly accepts the transfer to the Unknown Abuse Claims Trust of the Aggregate Settlement Consideration, subject to the terms of the Unknown Abuse Claims Trust Documents and the Plan Documents. The Unknown Abuse Claims Trust shall succeed to all of the Diocese’s rights, title, and interest, including all legal privileges, in the Aggregate Settlement Consideration and neither the Debtor nor any other person or entity will have any equitable or legal interest in, or with respect to, the Unknown Abuse Claims Trust Assets, including the Aggregate Settlement Consideration, or the Unknown Abuse Claims Trust.

(a) Except as otherwise provided in the Plan, Confirmation Order or Unknown Abuse Claims Trust Documents, the Unknown Abuse Claims Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Channeled Claims that the Debtor or the Reorganized Debtor have or would have had under applicable law.

(b) No provision herein or in the Unknown Abuse Claims Trust Distribution Plan shall be construed or implemented in a manner that would cause the Unknown Abuse Claims Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations (as defined in Section 8.4(a) below).

(c) Nothing in this Unknown Abuse Claims Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction or other terms of the Plan or Confirmation Order.

(d) In this Unknown Abuse Claims Trust Agreement and the Unknown Abuse Claims Trust Distribution Plan, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Receipt of Proceeds.

The proceeds of any recoveries from any litigation or claims of the Unknown Abuse Claims Trust will be deposited in the Unknown Abuse Claims Trust’s accounts and become the property of the Unknown Abuse Claims Trust.

Section 1.6 Beneficiaries.

(a) The Unknown Abuse Claims Trust is established for the benefit of the holders of Class 5 Claims (the “**Beneficiaries**”).

(b) The Beneficiaries shall be subject to the terms of this Unknown Abuse Claims Trust Agreement and the Unknown Abuse Claims Trust Documents, including without limitation, the Unknown Abuse Claims Trust Distribution Plan.

Section 1.7 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction with respect to the Unknown Abuse Claims Trust; provided however, the courts of the State of Connecticut, including any federal court located therein, shall also have jurisdiction over the Unknown Abuse Claims Trust only if and to the extent the Bankruptcy Court cannot exercise or properly abstains from exercising jurisdiction over the Unknown Abuse Claims Trust.

Section 1.8 Privileged and Confidential Information.

The transfer or assignment of any information subject to an attorney-client or similar privilege to the Unknown Abuse Claims Trustee shall not result in the destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any such privileges: (a) they are transferred to or contributed for the purpose of enabling the Unknown Abuse Claims Trustee

to perform his or her duties to administer the Unknown Abuse Claims Trust and (b) they are vested solely in the Unknown Abuse Claims Trustee and not in the Unknown Abuse Claims Trust, or any other person, committee or subcomponent of the Unknown Abuse Claims Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Channeled Claim.

Section 1.9 *Relation-Back Election.*

Upon request of the Unknown Abuse Claims Trustee, the Settlor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Unknown Abuse Claims Trust as coming into existence as a settlement fund as of the earliest possible date.

Section 1.10 *Employer Identification Number.*

Upon or in anticipation of establishment of the Unknown Abuse Claims Trust, the Unknown Abuse Claims Trustee shall apply for an employer identification number for the Unknown Abuse Claims Trust in accordance with Treasury Regulation Section 1.468B-2(k)(4).

Section 1.11 *Relationship to Plan.*

The principal purpose of this Unknown Abuse Claims Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order and, therefore, this Unknown Abuse Claims Trust Agreement incorporates the provisions of the Plan and the Confirmation Order (which may amend or supplement the Plan). To the extent that there is conflict between the provisions of this Unknown Abuse Claims Trust Agreement, the Unknown Abuse Claims Trust Distribution Plan, the provisions of the Plan or the Confirmation Order, each document shall have controlling effect in the following order: (1) the Confirmation Order; (2) the Plan; (3) this Unknown Abuse Claims Trust Agreement; and (4) the Unknown Abuse Claims Trust Distribution Plan.

ARTICLE 2.
POWERS AND TRUST ADMINISTRATION

Section 2.1 *Powers.*

(a) The Unknown Abuse Claims Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as the Unknown Abuse Claims Trustee deems necessary to reasonably ensure that the Unknown Abuse Claims Trust is treated as a “qualified settlement fund” under Section 468B of the Tax Code and the regulations promulgated pursuant thereto. Further, the Unknown Abuse Claims Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Unknown Abuse Claims Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

(b) The Unknown Abuse Claims Trustee is and shall act as the fiduciary to the Unknown Abuse Claims Trust Assets in accordance with the provisions of the Unknown

Abuse Claims Trust Documents. The Unknown Abuse Claims Trustee shall administer the Unknown Abuse Claims Trust, the Unknown Abuse Claims Trust Assets, and any other amounts to be received under the terms of the Unknown Abuse Claims Trust Documents in accordance with the purposes set forth in Section 1.2 above and in the manner prescribed by the Unknown Abuse Claims Trust Documents. Subject to the limitations set forth in the Unknown Abuse Claims Trust Documents, the Unknown Abuse Claims Trustee shall have the power to take any and all actions that in the judgment of the Unknown Abuse Claims Trustee are necessary or advisable to fulfill the purposes of the Unknown Abuse Claims Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Connecticut, including, without applying to any court for permission or for instructions in regard thereto, and without limitation by reason of enumeration, all of the powers set forth in Sections 65 and 66 of the Connecticut Uniform Trust Code (the "Trust Code"). Nothing in the Unknown Abuse Claims Trust Documents or any related document shall require the Unknown Abuse Claims Trustee to take any action if the Unknown Abuse Claims Trustee reasonably believes that such action is contrary to law. In addition to all powers enumerated in the Unknown Abuse Claims Trust Documents, including, but not limited to, the Unknown Abuse Claims Trustee's powers and authority in respect of the interpretation, application of definitions and rules of construction set forth in the Plan to the fullest extent set forth therein, from and after the Effective Date, the Unknown Abuse Claims Trust shall succeed to all of the rights and standing of the Debtor with respect to the Aggregate Settlement Consideration in its capacity as a trust administering assets for the benefit of the Beneficiaries.

(c) Except as required by applicable law or the Unknown Abuse Claims Trust Documents, the Unknown Abuse Claims Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Sections 2.1(a) and (b) above, and except as limited in the Unknown Abuse Claims Trust Documents and by applicable law, the Unknown Abuse Claims Trustee shall have the power to:

(i) supervise and administer the Unknown Abuse Claims Trust in accordance with the Unknown Abuse Claims Trust Documents, including the Unknown Abuse Claims Trust Distribution Plan;

(ii) receive and hold the Unknown Abuse Claims Trust Assets in the name of the Unknown Abuse Claims Trust or in a wholly-owned entity organized and administered by the Unknown Abuse Claims Trustee for that purpose, and exercise all rights with respect thereto including the right to vote and sell any securities that are included in such funds;

(iii) invest the monies held from time to time by the Unknown Abuse Claims Trust in accordance with Section 3.2;

(iv) sell, transfer or exchange any or all of the Unknown Abuse Claims Trust Assets at such prices and upon such terms as the Unknown Abuse Claims Trustee may determine proper and consistent with the other terms of the Unknown Abuse Claims Trust Documents;

(v) enter into leasing, financing or other agreements with third parties, as determined by the Unknown Abuse Claims Trustee, in his or her discretion, to be useful in carrying out the purposes of the Unknown Abuse Claims Trust;

(vi) determine and pay liabilities and pay all fees and expenses incurred in administering the Unknown Abuse Claims Trust, managing the Unknown Abuse Claims Trust Assets and making Distributions in accordance with the Unknown Abuse Claims Trust Documents (the “**Unknown Abuse Claims Trust Operating Expenses**”);

(vii) establish accounts and reasonable reserves within the Unknown Abuse Claims Trust, in her/his discretion, to be necessary, prudent or useful in administering the Unknown Abuse Claims Trust;

(viii) sue, be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding, however nothing herein shall be deemed to either (a) affect, limit or expand any party’s rights to sue or otherwise commence a case or proceeding against a Unknown Abuse Claims Trustee in a case under chapter 11 of the Bankruptcy Code or (b) allow any party asserting a Class 5 Claim, Unknown Abuse Claim and/or Channeled Claim to commence any action against the Unknown Abuse Claims Trustee or the Unknown Abuse Claims Trust with respect to such claim;

(ix) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Unknown Abuse Claims Trust requires, and delegate to such persons such powers and authorities as this Unknown Abuse Claims Trust Agreement provides or the fiduciary duties of the Unknown Abuse Claims Trustee permits and as the Unknown Abuse Claims Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Unknown Abuse Claims Trust Agreement;

(x) pay reasonable compensation and reimbursement of expenses to any of the Unknown Abuse Claims Trust’s employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Unknown Abuse Claims Trust requires;

(xi) compensate the TAC Members (as defined in Section 5.4(a)) for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xii) compensate the Unknown Abuse Claims Trust’s professionals for services, costs and expenses incurred prior to the Effective Date in accordance with the terms of the Unknown Abuse Claims Trust Documents;

(xiii) execute and deliver such instruments as the Unknown Abuse Claims Trustee considers advisable or necessary in administering the Unknown Abuse Claims Trust;

(xiv) timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Unknown Abuse Claims Trust Assets and comply with all applicable tax reporting and withholding obligations;

(xv) require, in respect of any distribution of Unknown Abuse Claims Trust Assets, the timely receipt of properly executed documentation (including, without limitation, IRS Form W-9) as the Unknown Abuse Claims Trustee determines in his or her discretion necessary or appropriate to comply with applicable tax laws;

(xvi) resolve all applicable Lien resolution matters with respect to Beneficiaries that may be subject to Liens arising pursuant to the MMSEA (as defined in the Plan) in accordance with the Plan; provided, however, that for claims where there is an open chapter 7 bankruptcy case, such Lien resolution is subject to the approval of the chapter 7 bankruptcy Unknown Abuse Claims Trustee and applicable bankruptcy court; and provided further, however, that in such cases, the chapter 7 bankruptcy Unknown Abuse Claims Trustee shall have sole responsibility to seek court approval for such lien resolution;

(xvii) register as a responsible reporting entity (“**RRE**”) and timely submit all reports under the reporting provisions of section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (“**MMSEA**”) as required under Section 4.6 below and the terms of the Plan;

(xviii) enter into such other arrangements with third parties as are deemed by the Unknown Abuse Claims Trustee to be useful in carrying out the purposes of the Unknown Abuse Claims Trust, provided such arrangements do not conflict with any other provision of the Unknown Abuse Claims Trust Documents;

(xix) in accordance with Section 5.9 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Unknown Abuse Claims Trust Indemnified Parties (as defined in Section 5.7(a) below) solely from the Unknown Abuse Claims Trust Assets and to the fullest extent permitted by law;

(xx) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Unknown Abuse Claims Trust Assets to any one or more reputable investment advisors or investment managers without liability for any action taken or omission made because of any such delegation;

(xxi) delegate any or all of the authority conferred with respect to the protection, preservation, and monetization of the non-cash Unknown Abuse Claims Trust Assets;

(xxii) initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Unknown Abuse Claims Trust;

(xxiii) object to the Allowance of any Class 5 Claim and fully prosecute such objection through final adjudication, provided however, that the Debtor or Reorganized

Debtor may continue to prosecute pending Claims objections that have been filed prior to the Effective Date in their sole discretion;

(xxiv) enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) or any Attorney of any Beneficiary, upon such terms as the Unknown Abuse Claims Trustee and such Beneficiary (or such Beneficiary's counsel or other authorized person) agree, in all cases in accordance with the Unknown Abuse Claims Trust Distribution Plan;

(xxiv) comply with the Plan and Confirmation Order and provide, upon request of the Diocese, a Settled Insurer or a Participating Party, a copy of each Abuse Claim Release executed by a Beneficiary in connection with a Distribution;

(xxv) take any and all actions appropriate or necessary in order to carry out the terms of the Unknown Abuse Claims Trust Documents; and

(xxvi) except as otherwise expressly provided in the Unknown Abuse Claims Trust Documents, exercise any other powers now or hereafter conferred upon or permitted to be exercised by an Unknown Abuse Claims Trustee under the laws of the State of Connecticut.

(e) The Unknown Abuse Claims Trustee shall consult with the TAC on the matters set forth in in the Unknown Abuse Claims Trust Documents.

Section 2.2 Limitations on the Unknown Abuse Claims Trustee and TAC.

(a) Notwithstanding anything in the Unknown Abuse Claims Trust Documents to the contrary, the Unknown Abuse Claims Trustee shall not do or undertake any of the following:

- (i) guarantee any debt;
- (ii) make or enter into any loan of Unknown Abuse Claims Trust Assets;
- (iii) make any transfer or Distribution of Unknown Abuse Claims Trust Assets other than those authorized by the Unknown Abuse Claims Trust Documents;
- (iv) engage in any trade or business with respect to the Unknown Abuse Claims Trust Assets or proceeds therefrom, other than managing such assets;
- (v) engage in any investment of the Unknown Abuse Claims Trust Assets, other than as explicitly authorized by this Unknown Abuse Claims Trust Agreement; and
- (vi) engage in any activities inconsistent with the treatment of the Unknown Abuse Claims Trust as a "qualified settlement fund" within the meaning of Treasury Regulations issued under section 468B of the Tax Code.

Section 2.3 General Administration.

The Unknown Abuse Claims Trustee shall act in accordance with the Unknown Abuse

Claims Trust Documents. The Unknown Abuse Claims Trustee shall establish the location of the principal office of the Unknown Abuse Claims Trust and may change the location of the principal office or establish other offices at other locations in his or her discretion.

Section 2.4 Accounting.

The fiscal year of the Unknown Abuse Claims Trust shall begin on January 1 and shall end on December 31 of each calendar year, except that the first fiscal year shall run from the Confirmation Date to December 31. The Unknown Abuse Claims Trustee shall maintain the books and records relating to the Unknown Abuse Claims Trust Assets and income and the payment of Unknown Abuse Claims Trust Operating Expenses and other liabilities of the Unknown Abuse Claims Trust. The detail of these books and records and the duration of time during which the Unknown Abuse Claims Trustee shall keep such books and records shall be such as to allow the Unknown Abuse Claims Trustee to make a full and accurate accounting of all Unknown Abuse Claims Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Unknown Abuse Claims Trust, including, without limitation, the assets and liabilities of the Unknown Abuse Claims Trust as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the “**Annual Report**”); provided however, that the Unknown Abuse Claims Trustee shall maintain such books and records until the wind-up of the Unknown Abuse Claims Trust’s affairs and satisfaction of all of Unknown Abuse Claims Trust liabilities.

Section 2.5 Financial Reporting.

(a) Within one hundred twenty (120) days following the end of each calendar year, the Unknown Abuse Claims Trustee shall file with the Bankruptcy Court the Annual Report.

(b) All materials filed with the Bankruptcy Court pursuant to this Section 2.5 need not be served on any parties in the Chapter 11 Case.

(c) After the Effective Date and until the Bankruptcy Case is closed, the 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. § 58.8.

Section 2.6 Names and Addresses.

The Unknown Abuse Claims Trustee shall keep a register (the “**Register**”) in which the Unknown Abuse Claims Trustee shall at all times maintain the names and addresses of the Beneficiaries and the awards made to the Beneficiaries pursuant to the Unknown Abuse Claims Trust Documents. The Unknown Abuse Claims Trustee may rely upon this Register for the purposes of delivering Distributions or notices. In preparing and maintaining this Register, the Unknown Abuse Claims Trustee may rely on the name and address of each Unknown Abuse Claimant as set forth in a Claim submitted by such Holder, or proper notice of a name or address change, which has been delivered by such Unknown Abuse Claimant to the Unknown Abuse

Claims Trustee. The Unknown Abuse Claims Trustee may deliver Distributions and notices to counsel for any Unknown Abuse Claimant identified in such Beneficiary's claim or proper notice of a name or address change.

Section 2.7 *Transfers of the Unknown Abuse Claims Trust Assets.*

To the fullest extent permitted by law, neither the principal nor income of the Unknown Abuse Claims Trust, in whole or part, shall be subject to any legal or equitable claims of creditors of any Beneficiary or others, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or other competent court of jurisdiction.

ARTICLE 3.
ACCOUNTS, INVESTMENTS, EXPENSES

Section 3.1 *Accounts.*

(a) The Unknown Abuse Claims Trustee shall maintain one or more accounts ("**Unknown Abuse Claims Trust Accounts**") on behalf of the Unknown Abuse Claims Trust, including at the Unknown Abuse Claims Trustee's discretion a disputed claims trust reserve, with one or more financial depository institutions (each a "**Financial Institution**").

(b) The Unknown Abuse Claims Trustee may replace any retained Financial Institution with a successor Financial Institution at any time.

(c) The Unknown Abuse Claims Trustee may, from time to time, create such accounts and reasonable reserves within the Unknown Abuse Claims Trust Accounts, including a disputed claim trust reserve, as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for Distributions to the Beneficiaries and the payment of Unknown Abuse Claims Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the "**Unknown Abuse Claims Trust Subaccounts**"). Any such Unknown Abuse Claims Trust Subaccounts established by the Unknown Abuse Claims Trustee shall be held as Unknown Abuse Claims Trust Assets and are not intended to be subject to separate entity tax treatment as a "disputed claims reserve" or a "disputed ownership fund" within the meaning of the Internal Revenue Code ("**IRC**") or Treasury Regulations.

(d) Upon the creation of such Unknown Abuse Claims Trust Accounts, the Unknown Abuse Claims Trustee shall provide notice to each TAC Member with the identity of all signatories on such Unknown Abuse Claims Trust Accounts authorized to engage in transactions in each Unknown Abuse Claims Trust Account or make changes to such Unknown Abuse Claims Trust Account. The Unknown Abuse Claims Trustee shall also immediately notify each TAC Member in the event of any subsequent changes to the identity of such signatories.

(e) The Unknown Abuse Claims Trustee shall provide all monthly account

statements for the Unknown Abuse Claims Trust Accounts (including the Unknown Abuse Claims Trust Subaccounts) to each TAC Member within fifteen (15) days of the end of the prior calendar month (or immediately upon receipt of such monthly account statements if later).

Section 3.2 Investment Guidelines.

(a) The Unknown Abuse Claims Trustee shall maintain the liquid Unknown Abuse Claims 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.

(b) The Unknown Abuse Claims Trustee shall monetize, via exercise of the powers granted to the Unknown Abuse Claims Trustee under the Unknown Abuse Claims Trust Documents, the non-liquid Unknown Abuse Claims Trust Assets such that said assets are converted to liquid assets.

(c) This Section 3.2 modifies/supersedes any application to the Unknown Abuse Claims Trust of the “prudent person” rule, “prudent investor” rule or any other rule of law, including Section 45a-499ddd of the Connecticut General Statutes, that would require the Unknown Abuse Claims Trustee to maintain, invest, diversify or take other actions with regards to the Trust Assets in contravention of the Unknown Abuse Claims Trust Documents, including this Section 3.2.

Section 3.3 Payment of Unknown Abuse Claims Trust Operating Expenses.

All Unknown Abuse Claims Trust Operating Expenses shall be payable out of the Unknown Abuse Claims Trust Assets. None of the Unknown Abuse Claims Trustee, the TAC, the Beneficiaries nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any Unknown Abuse Claims Trust operating expense or any other liability of the Unknown Abuse Claims Trust.

Section 3.4 Payment to Unknown Abuse Claims Trust.

In accordance with the Plan, the Unknown Abuse Claims Trust shall be initially funded exclusively from the Contributions made by the Participating Parties, by the Unknown Abuse Claims Trustee transferring to the Unknown Abuse Claims Trust up to \$500,000 from such Contributions 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 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.

ARTICLE 4.
CLAIMS ADMINISTRATION, DISTRIBUTIONS AND THE
ABUSE CLAIMS REVIEWER

Section 4.1 *Claims Administration, Additional Funding and Distributions.*

(a) The Unknown Abuse Claims Trust shall fairly and reasonably compensate Unknown Abuse Claims and shall pay up to the full value of such claims, solely in accordance with the Unknown Abuse Claims Trust Documents, including the Unknown Abuse Claims Trust Distribution Plan and, in particular, in accordance with the points determined by the Abuse Claims Reviewer for each and every Abuse Claimant holding a Class 5 Claim, and their proportionate value based upon funds then available for Distribution (including unfunded amounts) as determined by the Unknown Abuse Claims Trustee in the exercise of his reasonable business judgment.

(b) To the extent the Unknown Abuse Claims Trust does not possess the funds required to be distributed to Unknown Abuse Claimants by the application of Unknown Abuse Claims Trust Distribution Plan, the Unknown Abuse Claims Trustee shall provide written notice to the Trustee (the “**Funding Request**”) of the amount necessary to be funded by the from the Contributions made by the Participating Parties to fund fully such Distributions, and within thirty (30) days of its receipt of the Funding Request, the Trustee shall deliver the amount requested in the Funding Request to the Unknown Abuse Claims Trustee; provided, however, that the Trustee shall not be required to fund in the aggregate (on the Effective Date and pursuant to all subsequent Funding Requests) for the benefit of Unknown Abuse Claims an amount in excess of the maximum amount required to be funded by Participating Parties in Section VII of the Plan.

Section 4.2 *Manner of Payment.*

Distributions from the Unknown Abuse Claims Trust to the Beneficiaries may be made by the Unknown Abuse Claims Trustee on behalf of the Unknown Abuse Claims Trust or by a disbursing agent retained by the Unknown Abuse Claims Trust to make Distributions on behalf of the Unknown Abuse Claims Trust.

Section 4.3 *Delivery of Distributions.*

(a) Distributions shall be payable to the Beneficiary (or to counsel for the Beneficiary) on each date approved for Distribution by the Unknown Abuse Claims Trustee (the “**Distribution Date**”) in accordance with the terms of the Unknown Abuse Claims Trust Documents, including the Unknown Abuse Claims Trust Distribution Plan. With respect to each Beneficiary approved for payment, Distributions shall be made only after all conditions to the Distribution with respect to each such Beneficiary have been satisfied, including, without limitation the execution and delivery by the Beneficiary to the Unknown Abuse Claims Trustee of an Abuse Claim Release. In the event that any Distribution to a Beneficiary is returned as undeliverable, no further Distribution to such Beneficiary shall be made unless and until the Unknown Abuse Claims Trustee has been notified of the then current address of such Beneficiary, at which time such Distribution shall be made to such Beneficiary without interest; provided however, that all Distributions shall be deemed unclaimed property under section

347(b) of the Bankruptcy Code at the expiration of six (6) months from the applicable Distribution Date. After such date, (i) all unclaimed Distributions shall revert to the Unknown Abuse Claims Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Abuse Claim of such Beneficiary shall be released, settled, compromised and forever barred as against the Unknown Abuse Claims Trust, and (iii) all unclaimed property interests shall be distributed to other Beneficiaries in accordance with the Unknown Abuse Claims Trust Documents, as if the Abuse Claim of such Beneficiary had been disallowed as of the date the undeliverable Distribution was first made. The Unknown Abuse Claims Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any Distribution is returned as undeliverable.

(b) Following termination of the Unknown Abuse Claims Trust pursuant to Section 6.2(a), the funds in the Unknown Abuse Claims Trust not disbursed to an Unknown Abuse Claimant in accordance with the Unknown Abuse Claims Trust Distribution Plan or used to pay Unknown Abuse Claims Trust Operating Expenses shall be paid and revert to the Diocese.

(c) Notwithstanding any provision in the Unknown Abuse Claims Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim if the Unknown Abuse Claims Trustee determines that the costs of making such Distribution is greater than the amount of the Distribution to be made.

Section 4.4 Medicare Reimbursement and Reporting Obligations.

(a) The Unknown Abuse Claims Trust shall register as a Responsible Reporting Entity (“**RRE**”) under the reporting provisions of section 111 of MMSEA (as defined in the Plan); provided that this shall apply only to Channeled Claims that occurred after December 5, 1980.

(b) The Unknown Abuse Claims Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Unknown Abuse Claims Trust. The Unknown Abuse Claims Trust, in its capacity 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 monitoring, assessing, or receiving reports made under MMSEA (collectively, “**CMS**”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) Before remitting funds to Claimants’ counsel, or to the Claimant if such Claimant is acting *pro se*, in respect of any Channeled Claim, the Unknown Abuse Claims Trustee shall obtain (i) a certification from said Claimant (or such Claimant’s authorized decedent’s estate representative) that said Claimant has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Channeled Claim and (ii) that the Claimant indemnifies the Unknown Abuse Claims Trust for any such obligations.

Section 4.5 The Abuse Claims Reviewer

(a) The Abuse Claims Reviewer (including any successor Abuse Claims Reviewer) shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 4.5(b) below, (iii) his or her removal pursuant to Section 4.5(c) below, and (iv) when any and all appeals have been determined pursuant to Section 8 of the Unknown Abuse Claims Trust Distribution Plan.

(b) The Abuse Claims Reviewer may resign at any time upon written notice to the TAC and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than sixty (60) days after the date such notice is given, where practicable.

(c) The Abuse Claims Reviewer may be removed by consent of (i) at least two-thirds (2/3) majority of the TAC or (ii) an order from the Bankruptcy Court, in the event that the Abuse Claims Reviewer becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Abuse Claims Reviewer has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Unknown Abuse Claims Trust Distribution Plan, any substantial failure to comply with the administration of the Unknown Abuse Claims Trust Distribution Plan or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Abuse Claims Reviewer hereunder. For the avoidance of doubt, any removal of the Abuse Claims Reviewer pursuant to this Section 4.5(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) In the event of any vacancy in the office of the Abuse Claims Reviewer, including the death, resignation or removal of the Abuse Claims Reviewer, such vacancy shall be filled by the TAC as set forth herein. Within thirty (30) days of being notified of the death, resignation or removal of the Abuse Claims Reviewer, the TAC shall nominate an individual to serve as successor Abuse Claims Reviewer. If the majority of the TAC then in office agree upon a successor Abuse Claims Reviewer, then, subject to the approval of the Bankruptcy Court, such individual shall become the Abuse Claims Reviewer. Within fifteen (15) days of being nominated, the TAC shall move in the Bankruptcy Court for the approval of the nominated Abuse Claims Reviewer to serve as successor Abuse Claims Reviewer. If a majority of the TAC then in office do not agree upon a successor Abuse Claims Reviewer following notice of the death, resignation or removal of the Abuse Claims Reviewer, the TAC shall (by one or more of its members) move in the Bankruptcy Court for the appointment of a successor Abuse Claims Reviewer.

(e) Immediately upon the Bankruptcy Court's approval of the appointment of any successor Abuse Claims Reviewer pursuant to Section 4.5(d) above, all rights, titles, duties, powers and authority of the predecessor Abuse Claims Reviewer pursuant to the Unknown Abuse Claims Trust Distribution Plan shall be vested in and undertaken by the successor Abuse Claims Reviewer without any further act. No successor Abuse Claims Reviewer shall be liable personally for any act or omission of his or her predecessor Abuse Claims Reviewer. No

predecessor Abuse Claims Reviewer shall be liable personally for any act or omission of his or her successor Abuse Claims Reviewer. No successor Abuse Claims Reviewer shall have any duty to investigate the acts or omissions of his or her predecessor Abuse Claims Reviewer.

(f) The Abuse Claims Reviewer and the professionals and paraprofessionals he or she employs, shall receive reasonable and necessary compensation for the services provided and out-of-pocket expenses incurred, paid by the Unknown Abuse Claims Trust. Such compensation shall be based upon the ordinary and customary hourly rate otherwise charged by such professionals and paraprofessionals, subject to annual customary and uniform adjustments to the hourly rates. The amounts paid to the Unknown Abuse Claims Trustee for compensation and expenses shall be disclosed in the Annual Report. Any dispute between the Abuse Claims Reviewer or his or her professionals or paraprofessionals, and the Reorganized Debtor related to such fees or expenses shall be determined by the Bankruptcy Court.

ARTICLE 5. UNKNOWN ABUSE CLAIMS TRUSTEE AND TRUST ADVISORY COMMITTEE

Section 5.1 Initial Unknown Abuse Claims Trustee. The initial Unknown Abuse Claims Trustee shall be [_____]. The initial Unknown Abuse Claims Trustee shall be compensated at [his or her] ordinary and customary hourly rate of [_____], subject to the applicable compensation provisions set forth in this Unknown Abuse Claims Trust Agreement

Section 5.2 Term of Service, Successor Unknown Abuse Claims Trustee.

(a) The Unknown Abuse Claims Trustee (including any successor) shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, and (iv) the termination of the Unknown Abuse Claims Trust pursuant to Section 6.2 below.

(b) The Unknown Abuse Claims Trustee may resign at any time upon written notice to the TAC and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than sixty (60) days after the date such notice is given, where practicable.

(c) The Unknown Abuse Claims Trustee may be removed: (i) by consent of at least two-thirds (2/3) majority of the TAC; or (ii) an order from the Bankruptcy Court in the event that the Unknown Abuse Claims Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Unknown Abuse Claims Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Unknown Abuse Claims Trust, any substantial failure to comply with the administration of the Unknown Abuse Claims Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Unknown Abuse Claims Trustee hereunder. For the avoidance of doubt, any removal of the Unknown Abuse Claims Trustee pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Appointment of Successor Unknown Abuse Claims Trustee.

(a) In the event of any vacancy in the office of the Unknown Abuse Claims Trustee, including the death, resignation or removal of any successor Unknown Abuse Claims Trustee, such vacancy shall be filled by the TAC as set forth herein. Within thirty (30) days of being notified of the death, resignation or removal of the Unknown Abuse Claims Trustee, the TAC will nominate an individual to serve as successor Unknown Abuse Claims Trustee. If the majority of the TAC then in office agree upon a successor Unknown Abuse Claims Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Unknown Abuse Claims Trustee. Within fifteen (15) days of being nominated, the TAC shall move in the Bankruptcy Court for the approval of the nominated Unknown Abuse Claims Trustee to serve as successor Unknown Abuse Claims Trustee. If a majority of the TAC then in office do not agree upon a successor Unknown Abuse Claims Trustee following notice of the death, resignation or removal of the Unknown Abuse Claims Trustee, the TAC shall (by one or more of its member) move in the Bankruptcy Court for the appointment of a successor Unknown Abuse Claims Trustee by the Bankruptcy Court.

(b) Immediately upon the Bankruptcy Court's approval of the appointment of any successor Unknown Abuse Claims Trustee pursuant to Section 5.3(a) above, all rights, titles, duties, powers and authority of the predecessor Unknown Abuse Claims Trustee hereunder shall be vested in and undertaken by the successor Unknown Abuse Claims Trustee without any further act. No successor Unknown Abuse Claims Trustee shall be liable personally for any act or omission of his or her predecessor Unknown Abuse Claims Trustee. No predecessor Unknown Abuse Claims Trustee shall be liable personally for any act or omission of his or her successor Unknown Abuse Claims Trustee. No successor Unknown Abuse Claims Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Unknown Abuse Claims Trustee.

Section 5.4 The Trust Advisory Committee

(a) The TAC shall consist in five (5) members (the "TAC Members"). The initial members of the TAC shall each be individuals selected by the Plan Proponents in their sole discretion;

(b) Each TAC Member shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.4(b) below, (iii) his or her removal pursuant to Section 5.4(c) below, and (iv) the termination of the Trust pursuant to Section 6.2 below.

(b) Each TAC Member may resign at any time upon written notice to the other TAC Members and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than sixty (60) days after the date such notice is given, where practicable.

(c) Any TAC Member may be removed by consent of (i) all of the other TAC Members or (ii) an order from the Bankruptcy Court, in the event that the TAC Member becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental

incompetence or for other good cause, provided the TAC Member has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Unknown Abuse Claims Trust or the Unknown Abuse Claims Trust Distribution Plan, any substantial failure to comply with the administration of the Unknown Abuse Claims Trust or the Unknown Abuse Claims Trust Distribution Plan or a consistent pattern of neglect and failure to perform or participate in performing the duties as a TAC Member hereunder. For the avoidance of doubt, any removal of a TAC Member pursuant to this Section 5.4(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

(d) In the event of any vacancy of any member of the TAC, including the death, resignation or removal of the TAC Member, such vacancy shall be filled by the TAC as set forth herein. Within thirty (30) days of being notified of the death, resignation or removal of the TAC Member, the TAC shall nominate an individual to serve as successor TAC Member. If all TAC Members then in office agree upon a successor TAC Member, then, subject to the approval of the Bankruptcy Court, such individual shall become a TAC Member. Within fifteen (15) days of being nominated, the TAC shall move in the Bankruptcy Court for the approval of the nominated TAC Member to serve as successor TAC Member. If all TAC Members then in office do not agree upon a successor TAC Member following notice of the death, resignation or removal of a TAC Member, the TAC shall (by one or more of its members) move in the Bankruptcy Court for the appointment of a successor TAC Member by the Bankruptcy Court.

(e) Immediately upon the Bankruptcy Court's approval of the appointment of any successor TAC Member pursuant to Section 5.4(d) above, all rights, titles, duties, powers and authority of the predecessor TAC Member pursuant to the Unknown Abuse Claims Trust Distribution Plan shall be vested in and undertaken by the successor TAC Member without any further act. No successor TAC Member shall be liable personally for any act or omission of his or her predecessor TAC Member. No predecessor TAC Member shall be liable personally for any act or omission of his or her successor TAC Member. No successor TAC Member shall have any duty to investigate the acts or omissions of his or her predecessor TAC Member.

(f) Each TAC Member shall not receive separate compensation for the time spent serving in such capacity. Subject also to the approval of the TAC as provided in Section 2.1(g), the Unknown Abuse Claims Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by a TAC Member in the course of carrying out his or her duties as a TAC Member. The amounts paid to each TAC Member for the reimbursement of expenses shall be disclosed in the Annual Report.

Section 5.5 Unknown Abuse Claims Trustee and TAC Meetings.

(a) **Regular Meeting.** The Unknown Abuse Claims Trustee shall hold regular meetings with the TAC not less than quarterly, which may be held at such times and at such places as may be determined from time to time by the Unknown Abuse Claims Trustee, including remotely.

(b) **Special Meetings.** Special meetings of the Unknown Abuse Claims

Trustee with the TAC may be called by the Unknown Abuse Claims Trustee or the TAC by giving written notice to the TAC not less than one (1) business day prior to the date of the meeting. Any such notice shall include the time, place and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Unknown Abuse Claims Trust or as may have been given to the Unknown Abuse Claims Trustee or the TAC for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference.** The Unknown Abuse Claims Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 5.4(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice.** Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Unknown Abuse Claims Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Unknown Abuse Claims Trustee meeting need be specified in any waiver of notice.

Section 5.6 Compensation and Expenses of Unknown Abuse Claims Trustee.

The Unknown Abuse Claims Trustee and the professionals and paraprofessionals he or she employs shall receive compensation for his or her reasonable and necessary services and out-of-pocket expenses incurred, paid by the Unknown Abuse Claims Trust. Such compensation shall be based upon the ordinary and customary hourly rate otherwise charged by such professional and paraprofessionals, subject to annual customary and uniform adjustments to the hourly rate. The amounts paid to the Reorganized Debtor for compensation and expenses shall be disclosed in the Annual Report. Any dispute between the Unknown Abuse Claims Trustee or his or her professionals or paraprofessionals, and the Reorganized Debtor, related to such fees or expenses shall be determined by the Bankruptcy Court.

Section 5.7 Unknown Abuse Claims Trustee's Independence.

(a) The Unknown Abuse Claims Trustee shall not, during his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for Reorganized Debtor or its affiliated persons, or any Non-Settling Insurer. No Unknown Abuse Claims Trustee shall act as an attorney for, or otherwise represent, any Person who holds a claim in the Chapter 11 Case.

(b) The Unknown Abuse Claims Trustee shall be indemnified by the

Unknown Abuse Claims Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Unknown Abuse Claims Trust and the Unknown Abuse Claims Trustee with respect to the affairs of the Unknown Abuse Claims Trust, shall have recourse only to the Unknown Abuse Claims Trust Assets to satisfy any liability incurred by the Unknown Abuse Claims Trust or the Unknown Abuse Claims Trustee to such Person in carrying out the terms of this Unknown Abuse Claims Trust Agreement, and neither the Unknown Abuse Claims Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.8 Indemnification.

(a) As used herein, the term “**Unknown Abuse Claims Trust Indemnified Party**” shall mean the Unknown Abuse Claims Trustee, the Abuse Claims Reviewer, the TAC, and each of their respective retained employees, agents, consultants, lawyers, advisors or professionals, in their capacity as such (collectively, the “**Unknown Abuse Claims Trust Indemnified Parties**”).

(b) Without the need for further court approval, the Unknown Abuse Claims Trust hereby indemnifies, holds harmless, and defends the Unknown Abuse Claims Trust Indemnified Parties in the performance of their duties hereunder to the fullest extent that a trust, including a statutory trust organized under the laws of the State of Connecticut, is entitled to indemnify, hold harmless and defend such persons against any and all liabilities, expenses, claims, damages or losses (including attorneys’ fees and costs) incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them on or after the Effective Date in connection with the formation, establishment, funding or operations of the Unknown Abuse Claims Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own gross negligence, willful misconduct, criminal misconduct, professional malpractice, or actual fraud.

(c) Reasonable expenses, costs and fees (including attorneys’ fees and costs) incurred by or on behalf of the Unknown Abuse Claims Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Unknown Abuse Claims Trust shall be paid by the Unknown Abuse Claims Trust in advance of the final disposition thereof; provided, however, that such Unknown Abuse Claims Trust Indemnified Parties must have delivered their undertaking to repay such amounts in the event that it shall be determined ultimately by final order of the Bankruptcy Court that the Unknown Abuse Claims Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Unknown Abuse Claims Trust.

(d) The indemnification provisions of this Unknown Abuse Claims Trust Agreement with respect to any Unknown Abuse Claims Trust Indemnified Party shall survive the termination of such Unknown Abuse Claims Trust Indemnified Party from the capacity for which such Unknown Abuse Claims Trust Indemnified Party is indemnified. Termination or

modification of this Unknown Abuse Claims Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Unknown Abuse Claims Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Unknown Abuse Claims Trust Indemnified Party is entitled to indemnification under this Unknown Abuse Claims Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Unknown Abuse Claims Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

Section 5.9 Protective Provisions.

(a) Every provision of this Unknown Abuse Claims Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Unknown Abuse Claims Trust Indemnified Parties shall be subject to the provisions of this Section 5.9.

(b) In the event the Unknown Abuse Claims Trustee retains counsel (including at the expense of the Unknown Abuse Claims Trust), the Unknown Abuse Claims Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Unknown Abuse Claims Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Unknown Abuse Claims Trustee in the performance of duties hereunder. A successor to any Unknown Abuse Claims Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Unknown Abuse Claims Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Unknown Abuse Claims Trust or to the Beneficiaries, it is hereby understood and agreed by the parties and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Unknown Abuse Claims Trust Agreement with respect to the Unknown Abuse Claims Trustee, provided however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Unknown Abuse Claims Trust Agreement, including but not limited to Section 5.7 herein.

(d) Any Unknown Abuse Claims Trust Indemnified Party may rely, without inquiry, upon writings delivered to it under any of the Trust Documents, which the Trust Indemnified Party reasonably believes to be genuine and to have been given by a proper person.

(e) Any action taken or omitted by the Unknown Abuse Claims Trust Indemnified Parties with the approval of the Bankruptcy Court, or any other court of competent jurisdiction, will conclusively be deemed not to constitute gross negligence, willful misconduct,

criminal conduct, professional malpractice or actual fraud.

(f) No provision of this Unknown Abuse Claims Trust Agreement shall require the Unknown Abuse Claims Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties, and powers hereunder.

(g) In the exercise or administration of the Unknown Abuse Claims Trust hereunder, the Unknown Abuse Claims Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Unknown Abuse Claims Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Unknown Abuse Claims Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

(h) The Unknown Abuse Claims Trustee shall purchase and maintain appropriate amounts and types of insurance on behalf of the Unknown Abuse Claims Trust Indemnified Parties to cover and insure the Unknown Abuse Claim Trust and Unknown Abuse Claims Trust Indemnified Parties from and with respect to any claims indemnified pursuant to Section 5.8 hereof, in such amount and pursuant to such terms as determined by the Unknown Abuse Claims Trustee and reasonably acceptable to the Diocese, which shall include liability asserted against or incurred by such individual in that capacity or arising from his or her status as an Unknown Abuse Claims Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person ("Trust Insurance"). The Trust shall promptly reimburse the Unknown Abuse Claims Trust for the cost of the Trust Insurance going forward on and after any Funding Request made pursuant to Section 4.1(b).

Section 5.10 Bond.

The Unknown Abuse Claims Trustee shall post such bond or other form of surety or security as ordered by the Bankruptcy Court in the Confirmation Order, in addition to the Trust Insurance obtained in accordance with Section 5.9(h) above.

ARTICLE 6. GENERAL PROVISIONS

Section 6.1 Irrevocability.

To the fullest extent permitted by applicable law, the Unknown Abuse Claims Trust is irrevocable. The Settlor shall not (i) retain any ownership or residual interest whatsoever with respect to any Unknown Abuse Claims Trust Assets, including, but not limited to, the funds transferred to fund the Unknown Abuse Claims Trust, and (ii) have any rights or role with respect to the management or operation of the Unknown Abuse Claims Trust, or the Unknown Abuse Claims Trustee's administration of the Unknown Abuse Claims Trust.

Section 6.2 Term; Termination.

(a) The term for which the Unknown Abuse Claims Trust is to exist shall commence on the date of the filing of the Certificate of Unknown Abuse Claims Trust and shall terminate pursuant to the following provisions.

(b) The Unknown Abuse Claims Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Unknown Abuse Claims Trust because (i) all reasonably expected assets have been collected by the Unknown Abuse Claims Trust, (ii) all Distributions have been made to the extent set forth in the Unknown Abuse Claims Trust Distribution Plan, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Unknown Abuse Claims Trust obligations (including delivery of any remaining balance of funds to the Diocese in accordance with Section 4.3(b) above) and Unknown Abuse Claims Trust Operating Expenses in a manner consistent with the Unknown Abuse Claims Trust Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the “**Dissolution Date**”). For the avoidance of doubt, the Dissolution Date shall be no sooner than six months after the dissolution of the Unknown Abuse Claim Trust.

(c) Following the dissolution and distribution of the Unknown Abuse Claims Trust Assets, the Unknown Abuse Claims Trust shall terminate, and the Unknown Abuse Claims Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust to be filed in accordance with the Trust Code. Notwithstanding anything to the contrary contained in this Unknown Abuse Claims Trust Agreement, the existence of the Unknown Abuse Claims Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) After termination of the Unknown Abuse Claims Trust and solely for the purpose of liquidating and winding up its affairs, the Unknown Abuse Claims Trustee shall continue to act as Unknown Abuse Claims Trustee until its duties hereunder have been fully performed. The Unknown Abuse Claims Trustee shall retain the books, records, documents and files that shall have been delivered to or created by the Unknown Abuse Claims Trustee until Distribution of all the Unknown Abuse Claims Trust Assets. For purposes of this provision, Unknown Abuse Claims Trust Assets will be deemed distributed when the total amount remaining in the Unknown Abuse Claims Trust is less than \$50,000 and no further actions are pending or have yet to be brought. At the Unknown Abuse Claims Trustee’s discretion, all of such books, records, documents and files may be destroyed at any time following the later of: (i) the first anniversary of the final Distribution of the Unknown Abuse Claims Trust Assets, and (ii) the date until which the Unknown Abuse Claims Trustee is required by applicable law to retain such books, records, documents and files; provided however, that, notwithstanding the foregoing, the Unknown Abuse Claims Trustee shall not destroy or discard any books, records, documents or files relating to the Unknown Abuse Claims Trust without giving Reorganized Debtor the opportunity to take control of such books, records, documents and/or files.

(e) Upon termination of the Unknown Abuse Claims Trust and

accomplishment of all activities described in this Unknown Abuse Claims Trust Agreement, the Unknown Abuse Claims Trustee and its professionals shall be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law or fraud of the Unknown Abuse Claims Trustee or his agents or representatives). The Unknown Abuse Claims Trustee may, at the expense of the Unknown Abuse Claims Trust, seek an Order of the Bankruptcy Court confirming the discharges, exculpations and exoneration referenced in the preceding sentence.

Section 6.3 *Outgoing Unknown Abuse Claims Trustee Obligations.*

In the event of the resignation or removal of the Unknown Abuse Claims Trustee, the resigning or removed Unknown Abuse Claims Trustee shall:

- (a) execute and deliver by the effective date of resignation or removal such documents, instruments, records and other writings as may be reasonably requested by the successor Unknown Abuse Claims Trustee to effect such resignation or removal and the conveyance of the Unknown Abuse Claims Trust Assets then held by the resigning or removed Unknown Abuse Claims Trustee to the successor Unknown Abuse Claims Trustee;
- (b) deliver to the successor Unknown Abuse Claims Trustee all documents, instruments, records and other writings relating to the Unknown Abuse Claims Trust Assets as may be in the possession or under the control of the resigning or removed Unknown Abuse Claims Trustee;
- (c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Unknown Abuse Claims Trustee's obligations and functions by the successor Unknown Abuse Claims Trustee; and
- (d) irrevocably appoint the successor Unknown Abuse Claims Trustee (and any interim Unknown Abuse Claims Trustee) as its attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Unknown Abuse Claims Trustee is obligated to perform under this Unknown Abuse Claims Trust Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Unknown Abuse Claims Trustee making such appointment. The Bankruptcy Court also may enter such orders as are necessary to effect the termination of the appointment of the Unknown Abuse Claims Trustee and the appointment of the successor Unknown Abuse Claims Trustee.

Section 6.4 *Taxes.*

(a) The Unknown Abuse Claims Trust is intended to qualify as a "qualified settlement fund" within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the IRC, as amended (the "**QSF Regulations**"), with respect to which Reorganized Debtor shall timely make an election to treat the Unknown Abuse Claims Trust as a "grantor trust" for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local income tax purposes.

(b) The Unknown Abuse Claims Trustee shall be the “administrator” of the Unknown Abuse Claims Trust within the meaning of section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Unknown Abuse Claims Trust out of the Unknown Abuse Claims Trust Assets, which assets may be sold by the Unknown Abuse Claims Trustee to the extent necessary to satisfy tax liabilities of the Unknown Abuse Claims Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Unknown Abuse Claims Trust as a qualified settlement fund and a grantor trust, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Unknown Abuse Claims Trust to fail to qualify as a qualified settlement fund and a grantor trust within the meaning of the QSF Regulations. The Unknown Abuse Claims Trustee may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Unknown Abuse Claims Trust for all taxable periods through the Dissolution Date.

(c) As soon as reasonably practicable after the Effective Date, but in no event later than one hundred twenty (120) days thereafter, the Unknown Abuse Claims Trust shall make a good faith valuation of the Aggregate Settlement Consideration and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. In connection with the preparation of the valuation contemplated hereby, the Unknown Abuse Claims Trust shall be entitled to retain such professionals and advisors as the Unknown Abuse Claims Trustee shall determine to be appropriate or necessary, and the Unknown Abuse Claims Trustee shall take such other actions in connection therewith as he or she determines to be appropriate or necessary.

(d) The Unknown Abuse Claims Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state or local tax law with respect to any payment or Distribution. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed or paid for all purposes of this Unknown Abuse Claims Trust Agreement. The Unknown Abuse Claims Trustee shall be authorized to collect such tax information (including tax identification numbers) as in his or her sole discretion is deemed necessary to effectuate the Plan, the Confirmation Order and this Unknown Abuse Claims Trust Agreement. In order to receive Distributions, all Beneficiaries shall be required to provide tax information to the Unknown Abuse Claims Trustee to the extent the Unknown Abuse Claims Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Unknown Abuse Claims Trustee for these purposes. The Unknown Abuse Claims Trustee may refuse to make a payment or Distribution unless or until such information is delivered; provided however, that, upon the delivery of such information, the Unknown Abuse Claims Trustee shall make such delayed payment or Distribution, without interest. Notwithstanding the foregoing, if a person fails to furnish any tax information reasonably requested by the Unknown Abuse Claims Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Unknown Abuse Claims Trust. In no event shall any Distribution escheat to any federal, state or local government or any other entity.

Section 6.5 Modification.

(a) Material modifications to this Unknown Abuse Claims Trust Agreement, including Exhibits hereto, may be made only with the consent of the Unknown Abuse Claims Trustee and the majority of the TAC and subject to the approval of the Bankruptcy Court; provided however, that the Unknown Abuse Claims Trustee may amend this Unknown Abuse Claims Trust Agreement from time to time without the consent, approval or other authorization of, but with notice on the Bankruptcy Court docket, to make minor corrective or clarifying amendments necessary to enable the Unknown Abuse Claims Trustee to effectuate the provisions of this Unknown Abuse Claims Trust Agreement, provided such minor corrective or clarifying amendments shall not take effect until ten (10) days after notice to on the Bankruptcy Court docket, subject to any objection by a Beneficiary. Except as permitted pursuant to the preceding sentence, the Unknown Abuse Claims Trustee shall not modify this Unknown Abuse Claims Trust Agreement in any manner that is inconsistent with the Plan or the Confirmation Order without the approval of the Bankruptcy Court. The Unknown Abuse Claims Trustee shall file notice of any modification of this Unknown Abuse Claims Trust Agreement with the Bankruptcy Court.

(b) Notwithstanding anything set forth in this Unknown Abuse Claims Trust Agreement to the contrary, none of this Unknown Abuse Claims Trust Agreement, nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) the applicability of section 105 of the Bankruptcy Code to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction or any other injunction or release issued or granted in connection with the Plan and Confirmation Order or (iii) the Unknown Abuse Claims Trust's qualified settlement fund status and grantor trust status under the QSF Regulations.

Section 6.6 Severability.

If any provision of this Unknown Abuse Claims Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Unknown Abuse Claims Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Unknown Abuse Claims Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 6.7 Notices.

Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Unknown Abuse Claims Trustee:

[_____]

with a copy (which shall not constitute notice) to:

[_____]

All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 6.8 Successors and Assigns.

The provisions of this Unknown Abuse Claims Trust Agreement shall be binding upon and inure to the benefit of the Unknown Abuse Claims Trust, the Unknown Abuse Claims Trustee, the TAC and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their, rights or obligations under this Unknown Abuse Claims Trust Agreement except, in the case of the Unknown Abuse Claims Trust and the Unknown Abuse Claims Trustee, as contemplated by Section 2.1 and Section 5.2 above.

Section 6.9 Limitation on Transferability; Beneficiaries' Interests.

The Beneficiaries' interests in the Unknown Abuse Claims Trust shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Unknown Abuse Claims Trust or the Unknown Abuse Claims Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of any Unknown Abuse Claims Trustee, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on Distributions; and (g) give rise to any rights to seek a partition or division of the Unknown Abuse Claims Trust Assets. Beneficiaries shall have no interest of any kind in any of the Unknown Abuse Claims Trust Assets; rather, the Beneficiaries shall have an undivided beneficial interest only in cash assets of but only to the extent such cash assets are declared by the Unknown Abuse Claims Trustee to be distributable as Distributions in accordance with the Unknown Abuse Claims Trust Documents. For the avoidance of doubt, the Beneficiaries shall have only such rights as expressly set forth in the Unknown Abuse Claims Trust Documents.

Section 6.10 Exemption from Registration.

The parties hereto intend that the rights of the Beneficiaries arising under this Unknown Abuse Claims Trust Agreement shall not be "securities" under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the parties hereto intend that the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the Unknown Abuse Claims Trust will be exempt from registration under

the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

Section 6.11 Entire Agreement; No Waiver.

The entire agreement of the parties relating to the subject matter of this Unknown Abuse Claims Trust Agreement is contained herein and in the documents referred to herein, and this Unknown Abuse Claims Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 6.12 Headings. The headings used in this Unknown Abuse Claims Trust Agreement are inserted for convenience only and do not constitute a portion of this Unknown Abuse Claims Trust Agreement, nor in any manner affect the construction of the provisions of this Unknown Abuse Claims Trust Agreement.

Section 6.13 Governing Law.

This Unknown Abuse Claims Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Connecticut law shall apply to the extent inconsistent with the terms of the Unknown Abuse Claims Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Unknown Abuse Claims Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Unknown Abuse Claims Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Unknown Abuse Claims Trustee or the TAC set forth or referenced in this Unknown Abuse Claims Trust Agreement.

Section 6.14 Settlor's Representative.

Pursuant to the Unknown Abuse Claims Trust Documents, the Reorganized Debtor is hereby irrevocably designated as the “**Settlor's Representative**” and is hereby authorized to take any action consistent with Reorganized Debtor's obligations under the Unknown Abuse Claims Trust Documents that is reasonably requested of the Settlor by the Unknown Abuse Claims Trustee pursuant to the Unknown Abuse Claims Trust Documents. Pursuant to the Unknown Abuse

Claims Trust Documents, the Settlor's Representative shall cooperate with the Unknown Abuse Claims Trustee and the Unknown Abuse Claims Trust's officers, employees and professionals in connection with the Unknown Abuse Claims Trust's administration of the Aggregate Settlement Consideration, including, but not limited to, providing the Unknown Abuse Claims Trustee or his or her officers, employees and professionals, upon written request (including e-mail), reasonable access to information related to the Aggregate Settlement Consideration, including, without limitation, delivery of documents in the possession of, or witnesses under the control of, Reorganized Debtor to the extent that the Unknown Abuse Claims Trustee could obtain the same by subpoena, notice of deposition or other permissible discovery request, without the need for a formal discovery request.

Section 6.15 Independent Legal and Tax Counsel.

All parties to this Unknown Abuse Claims Trust Agreement have been represented by counsel and advisors of their own selection in this matter. Consequently, the parties agree that the language in all parts of this Unknown Abuse Claims Trust Agreement shall in all cases be construed as a whole according to its fair meaning and shall not be construed either strictly for or against any party. It is specifically acknowledged and understood that this Unknown Abuse Claims Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America.

Section 6.16 Waiver of Jury Trial.

Each party hereto and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Unknown Abuse Claims Trust Agreement.

Section 6.17 Effectiveness.

This Unknown Abuse Claims Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

Section 6.18 Counterpart Signatures.

This Unknown Abuse Claims Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Unknown Abuse Claims Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have executed this Unknown Abuse Claims Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

SETTLOR:

**The Norwich Roman Catholic
Diocesan Corporation**

By: _____
Print name:

UNKNOWN ABUSE CLAIMS TRUSTEE:

By: _____
Print name:

TRUST ADVISORY COMMITTEE:

Print name:

Print name:

Print name:

EXHIBIT 1

UNKNOWN ABUSE CLAIMS TRUST DISTRIBUTION PLAN

UNKNOWN ABUSE CLAIMS TRUST DISTRIBUTION PLAN

1. **PURPOSE**

The Unknown Abuse Claims Trust Distribution Plan is to provide for the Distribution of funds to Unknown Abuse Claimants. **This protocol does not apply to the Distribution of funds to any other creditors, including Abuse Claimants other than Unknown Abuse Claimants.**

2. **DEFINITIONS**

2.1 **Capitalized Terms.**

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

2.2 **Additional Terms.**

The following terms shall have the corresponding meanings in this Unknown Abuse Claims Trust Distribution Plan:

“Adult Unknown Abuse Claimant” means any Unknown Abuse Claimant who was abused by a Perpetrator of the Debtor on or after the date that such Abuse Claimant was eighteen (18) years of age.

“Perpetrator of the Debtor” Means a person: (1) who was an employee or other agent of the Debtor or any other Participating Party (as defined in the Plan) when such person committed an act of Abuse; or (2) for whom or for whose actions the Debtor or any other Participating Party (as defined in the Plan) was otherwise responsible.

“Unknown Abuse Claimants” means Persons who hold a Class 5 Claim. For the avoidance of doubt, this definition is narrower than the term “Abuse Claimants” in the Plan which defines “Abuse Claimants” to include all holders of Abuse Claims including holders of Unknown Abuse Claims.

“Unknown Abuse Claims” means those Claims classified in Class 5 of the Plan. For the avoidance of doubt, this definition is narrower than the term “Abuse Claims” in the Plan which defines “Abuse Claims” which includes, but is not limited to, Unknown Abuse Claims.

3. **RULES OF INTERPRETATION AND GENERAL GUIDELINES**

3.1 **Sole and Exclusive Method.**

The Plan and the Unknown Abuse Claims Trust Agreement contemplate that the Unknown Abuse Claims Trust will be established for payment of Unknown Abuse Claims. The Plan and this protocol shall together be the sole and exclusive method by which an Unknown Abuse Claimant may seek distribution because of an Unknown Abuse Claim against the

Debtor. The Plan and the Unknown Abuse Claims Trust Agreement further contemplate that a separate trust will be established for payment of all other Abuse Claims.

3.2 Conflict with Plan.

The terms of the confirmed Plan (as it may be amended) or the Confirmation Order shall prevail if there is any conflict between the terms of the Plan and the terms of this Distribution Plan.

3.3 Non-Compensatory Damages and Other Theories of Liability.

In determining the distribution to any Unknown Abuse Claimant, punitive damages and damages that can be classified as economic damages that do not compensate the Unknown 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 Unknown Abuse Claimant shall be solely because of bodily injury and/or emotional distress or mental anguish attributable to the bodily injury to such Unknown Abuse Claimant.

3.4 Withdrawal of Claims.

An Unknown Abuse Claimant can irrevocably withdraw an Unknown Abuse Claim at any time upon written notice to the Unknown Abuse Claims Trustee and the Diocese. Once withdrawn, the Unknown Abuse Claim may not be reasserted against the Unknown Abuse Claims Trust (including filing an Unknown Abuse Claim by an Unknown Abuse Claimant who withdrew his or her Unknown Abuse Claim).

3.5 Res Judicata Effect.

The Abuse Claims Reviewer's determination regarding an Unknown Abuse Claim shall have no preclusive, res judicata, judicial estoppel or similar effect outside of this Case as to any third party. The Abuse Claims Reviewer's determination shall not be used against any Unknown Abuse Claimant in any other matter, case or proceeding.

3.6 Confidentiality and Privilege.

All information that the Abuse Claims Reviewer receives from any source about any Unknown Abuse Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Unknown Abuse Claimant (or such Claimant's counsel of record). All information that the Abuse Claims Reviewer received from any Unknown Abuse Claimant (including from counsel to such Claimant) shall be subject to a mediation privilege and receipt of such information by the Abuse Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

4. ABUSE CLAIMS REVIEWER

[_____] is appointed to serve as the “Abuse Claims Reviewer” (together with any duly-appointed successor, the “Abuse Claims Reviewer”) under the terms of this protocol and as approved by the Bankruptcy Court in the Confirmation Order. The initial Abuse Claims Reviewer shall be compensated at [his or her] ordinary and customary hourly rate of [_____] , subject to the applicable compensation provisions set forth in the Trust Agreement. The Abuse Claims Reviewer shall review each of the Unknown Abuse Claims and, according to the guidelines in section 5 below, make determinations upon which individual monetary distributions will be made subject to the Plan and the Unknown Abuse Claims Trust Documents. The Abuse Claims Reviewer’s review as to each such Unknown Abuse Claim shall be the final review, subject only to reconsideration as set forth in section 7 below.

5. PROCEDURE FOR ALLOCATION AMONG ALLOWED UNKNOWN ABUSE CLAIMS

5.1 Proof of Abuse.

An Unknown Abuse Claimant may assert an Unknown Abuse Claim by filing a claim form with the Unknown Abuse Claims Trustee. Such form shall be substantially similar to the form of Claim (the “Claim Form”) attached hereto as **Exhibit 1**. The Unknown Abuse Claims Trustee shall transmit a copy of any claims received to the Abuse Claims Reviewer within a reasonable time after receipt thereof.

The Abuse Claims Reviewer shall consider all of the facts and evidence presented by the Unknown Abuse Claimant in the Unknown Abuse Claimant’s filed claim. Unknown Abuse Claimants may provide supplemental evidence and information to the Abuse Claims Reviewer pursuant to the below procedures.

The Abuse Claims Reviewer may request additional information from an Unknown Abuse Claimant. Failure to respond to such request shall not be construed against the Unknown Abuse Claimant.

Each Unknown Abuse Claimant holding an Unknown Abuse Claim can submit a written statement (a “**Supplemental Submission**”) to the Abuse Claims Reviewer. The Abuse Claims Reviewer shall establish a deadline (the “**Submission Deadline**”) of no less than 30 days for each Unknown Abuse Claimant to submit Supplemental Submissions to the Abuse Claims Reviewer. The Submission Deadline shall be a business day. Notice of the Submission Deadline (the “**Supplement Notice**”) shall be sent by the Abuse Claims Reviewer to all known Unknown Abuse Claimants at the address provided for notice in their respective Claims submitted to the Unknown Abuse Claims Trustee, as amended. The Supplemental Notice shall be served no later than fifteen (15) days after the Effective Date. The Supplemental Notice shall provide, among other things, the method for delivery of Supplemental Submissions. All notices by the Abuse Claims Reviewer to Unknown Abuse Claimants, including the Supplement Notice, shall be sent to each Unknown Abuse Claimant and/or each Unknown Abuse Claimant’s counsel of record via email and first-class mail in accordance with and at the address(es) provided in the applicable Claim Form.

The Supplemental Submission shall be no longer than 10 pages, single sided, double spaced with 12-point font; provided, however, that an Unknown Abuse Claimant not represented by counsel may submit a handwritten Supplemental Submission not to exceed 10 single sided pages in length. A Supplemental Submission shall be submitted by the Submission Deadline unless the Abuse Claims Reviewer determines, in his sole discretion, there is good cause for delay. The Abuse Claims Reviewer, in his sole discretion, may allow an Unknown Abuse Claimant to exceed the page limit for the Supplemental Submission. Unknown Abuse Claimant may submit a Supplemental Submission to the Abuse Claims Reviewer, instead of a written statement, via video that is no more than ten minutes. An Unknown Abuse Claimant may submit either a written or video Supplemental Submission, but not both. A video submission may only record the Unknown Abuse Claimant and may record no other person, including an agent or representative of an Unknown Abuse Claimant; provided, however, a video may include recording the Unknown Abuse Claimant's deposition if such recording is not more than ten minutes. If an Unknown Abuse Claimant declines to submit a written or video Supplemental Submission, such declination shall not be held against the Unknown Abuse Claimant or be used as grounds to discount the claim. **The medium of the Supplemental Submission (whether in writing or by video) shall not advantage or disadvantage an Unknown Abuse Claimant.**

5.2 Guidelines for Allocation for Allowed Unknown Abuse Claims.

(a) Initial Evaluation.

The Abuse Claims Reviewer shall consider whether the Unknown Abuse Claimant asserting an Unknown Abuse Claim has proven 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 of the Debtor. The Abuse Claims Reviewer shall give notice to the Unknown Abuse Claimant and the Unknown Abuse Claims Trustee if he or she determines that the Unknown Abuse Claimant has not met the burden of proof and will provide the Unknown Abuse Claimant a reasonable opportunity to provide facts and/or legal basis to establish that the burden of proof has been met. The Debtor and any Participating Party (other than a Settled Insurer) must cooperate with any information or discovery request by an Unknown Abuse Claimant related to the Abuse Claims Reviewer's determination that the Unknown Abuse Claimant has not met the burden of proof. On request of the Unknown Abuse Claims Trustee, the Abuse Claims Reviewer shall evaluate the Claim under Section 5.2(d) to let the Unknown Abuse Claims Trustee reserve sufficient amounts to pay the Unknown Abuse Claimant if the Abuse Claims Reviewer determines that the Unknown Abuse Claimant has met the burden of proof.

(b) Evaluation Factors

Each Unknown Abuse Claim that has met the burden of proof required by Section 5.2(a) will then be evaluated by the Abuse Claims Reviewer. Each Claim will be scored on a scale of up to 100 based on these factors:

(i) Nature of the Sexual Abuse:

- (1) Duration;
- (2) Frequency/number of instances;
- (3) Degree of intrusiveness into child's body (*e.g.* clothed/unclothed, masturbation by or of perpetrator, oral penetration, anal penetration, vaginal penetration);
- (4) Level or severity of force/violence/coercion/threats;
- (5) Control of environment (*e.g.* boarding school, orphanage, trip under supervision of perpetrator, day school, employment relationship with Perpetrator of the Debtor);
- (6) Number of Perpetrators of the Debtor that abused the Claimant;
- (7) Physical pain suffered;
- (8) Grooming; and/or
- (9) Additional factors that may be provided by the Claimant.

(ii) Impact of Abuse:

- (1) School behavior problems;
- (2) School academic problems;
- (3) Getting into legal trouble as a minor;
- (4) Loss of faith;
- (5) Damage to family relationships/ interpersonal difficulties;
- (6) Mental health symptoms, including:
 - a. Depression;
 - b. Suicide Attempt and suicidal ideation;
 - c. Anxiety;
 - d. Substance abuse;
 - e. Sexual acting out;
 - f. Runaway;
 - g. Flashbacks; and/or

- h. Nightmares; and/or
- (7) Adult and current functioning:
 - a. Criminal record as an adult;
 - b. Underemployment/unemployment;
 - c. Relationship problems
 - d. Substance abuse; and/or
 - (8) The risk of the foregoing factors affecting the Unknown Abuse Claimant in the future based on the Unknown Abuse Claimant's age at the present time; and/or
 - (9) Additional factors that may be provided by the Claimant.

The Abuse Claims Reviewer shall not consider the mere fact that a Claimant has been or is incarcerated in the review of the claim unless an element of the crime for which the Claimant was convicted includes any fraud or misrepresentation.

(iii) Additional Factors:

Level of participation by the Unknown Abuse Claimant in public/litigation events related to the Unknown Abuse Claims, including but not limited to:

- a. leadership role in organizations dedicated to helping sexual abuse survivors; and/or
- b. participation in criminal proceedings against a Perpetrator of the Debtor.

6. ADJUSTMENTS.

The Abuse Claims Reviewer shall allocate points or adjust the point total for all Unknown Abuse Claimants as follows:

6.1 No Award for Non-Abuse.

The Abuse Claims Reviewer shall allocate points only for Unknown Abuse Claims, subject to paragraph 3.3 above. Zero (0) points shall be allocated for any Claim that is not an Unknown Abuse Claim.

6.2 No Award for Released Unknown Abuse Claims.

No Award for Released Unknown Abuse Claims. The Unknown Abuse Claims Reviewer shall allocate zero (0) points to any Unknown Abuse Claimant who executed a release of the Diocese prior to asserting his or her Unknown Abuse Claim.

6.3 Other Sources of Recovery.

The Abuse Claims Reviewer shall consider any recoveries an Unknown Abuse Claimant has actually received or is legally entitled to receive pursuant to a Non-Appealable Order on account of their Abuse Claims from any source other than through the Trust and allocate points or adjust the point total according; provided, however, that there will be no consideration by the Abuse Claims Reviewer of an Unknown Abuse Claimant's unliquidated claims against any other entity that may be liable to the Abuse Claimant on account of the Abuse.

7. POINT VALUATION.

As soon as reasonably possible but no later than sixty (60) days after the Submission Deadline, the Abuse Claims Reviewer shall arrive at a point total for each such Unknown Abuse Claimant asserting an Unknown Abuse Claim considering the above factors, and shall notify the Unknown Abuse Claims Trustee in writing of such determinations. This deadline may be extended by the Bankruptcy Court upon motion filed by the Abuse Claims Reviewer or the Unknown Abuse Claims Trustee and good cause shown

The Unknown Abuse Claims Trustee shall calculate the value of an individual "point" after all submitted Unknown Abuse Claims have been reviewed and no Abuse Claim is subject to reconsideration pursuant to paragraph 9 below. The point value will be determined by dividing (a) the maximum total dollars in the aggregate funded to the Unknown Abuse Claims Trust for the Unknown Abuse Claims pursuant to Section 7.1(b) of the Plan by (b) the estimated total of all points to be allocated based upon the projected total number of Unknown Abuse Claims provided by the Unknown Abuse Claims Representative and the then-average allocated point total. For example, if the Unknown Abuse Claim Representative estimates that there will be a total of 10 Unknown Abuse Claims and 4 Unknown Abuse Claimants are awarded 300 points (for an average point total of 75), with a total available settlement fund of \$500,000, each point would be valued at \$666.67 ($\$500,000 / (10 \times 75)$).²

For purposes of making Distributions on each Distribution Date, the point value shall be determined and adjusted as determined by the Unknown Abuse Claims Trustee for each Distribution Date to take into account all additional Unknown Abuse Claims allowed since the prior Distribution Date. In the event the number of allowed Unknown Abuse Claims exceeds the projected total number of Unknown Abuse Claims provided by the Unknown Abuse Claims Representative, the Unknown Abuse Claims Trustee shall use the actual number of allowed Unknown Abuse Claims and allocated point totals to determine each point's value.

The Unknown Abuse Claims Trustee shall not make any Distribution to an Unknown Abuse Claimant until such Unknown Abuse Claimant has executed and delivered to the Unknown Abuse Claims Trustee an Abuse Claim Release in the form attached to the Plan

² Actual numbers subject to final report by Unknown Abuse Claims Representative.

as Exhibit L.

8. DETERMINATIONS BY THE ABUSE CLAIMS REVIEWER AND REQUESTS FOR RECONSIDERATION AND APPEAL.

Within fifteen (15) days of the Unknown Abuse Claims Trustee's written receipt of the point totals awarded for each Abuse Claimant provided by the Abuse Claims Reviewer, the Unknown Abuse Claims Trustee shall notify each such Unknown Abuse Claimant in writing of the Unknown Abuse Claim Trustee's reasonably estimated aggregate monetary distribution to be paid on account of the Unknown Abuse Claim (the "**Allocated Payment Estimate**"). This deadline may be extended by the Bankruptcy Court upon motion filed by the Unknown Abuse Claims Trustee and good cause shown. The Allocated Payment Estimate may be greater or smaller than the aggregate value of the actual distribution ultimately received by such Unknown Abuse Claimant based on, among other things, the nature and number of Unknown Abuse Claims filed and allowed, the outcome of any reconsideration of Unknown Abuse Claims, and the reserves established by the Unknown Abuse Claims Trustee.

The Unknown Abuse Claims Trustee shall mail written notice of the Allocated Payment Estimate (the "**Award Notice**") to the Unknown Abuse Claimant's counsel of record, or in the case of unrepresented parties, to the last address based on the Unknown Abuse Claimant's Claim Form.

The Abuse Claims Reviewer's determination shall be final unless the Unknown Abuse Claimant makes a timely request for the point award to be reconsidered by the Abuse Claims Reviewer. The Unknown Abuse Claimant shall not have a right to any other appeal of the Abuse Claims Reviewer's point award. The Unknown Abuse Claimant may request reconsideration of the Abuse Claims Reviewer's point award by delivering a written request for reconsideration to the Abuse Claims Reviewer within thirty (30) calendar days after the Unknown Abuse Claims Trustee's mailing of the Award Notice. The Unknown Abuse Claimant, with the request for reconsideration, may submit additional evidence and argument supporting such request upon a showing that such additional information could not have been provided under this protocol. The Abuse Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration; provided, however, that the Abuse Claims Reviewer shall determine and shall provide notice of their determination to each requesting Abuse Claimant within thirty (30) days of the Abuse Claims Reviewer's receipt of the request for reconsideration. The Abuse Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

9. PAYMENT OF UNKNOWN ABUSE CLAIMS.

The Unknown Abuse Claims Trust shall pay Unknown Abuse Claimants in accordance with the terms of the Plan, Confirmation Order, and Unknown Abuse Claims Trust Documents, as follows:

9.1 The Unknown Abuse Claims Trustee shall make a Distribution to all allowed Unknown Abuse Claimants holding Unknown Abuse Claims at least once during each 12 month period after the Effective Date if and to the extent any such claims have been filed and allowed. The date of any such Distribution is referred to herein as a "Distribution

Date.” All Distributions shall be made within five (5) years after the Effective Date.

9.2 The Unknown Abuse Claims Trustee shall distribute during each twelve (12) month period within the first four (4) years after the Effective Date no more than: (a) 12.5% of the amount available from the Unknown Abuse Claims Trust collectively for Distribution to all Unknown Abuse Claimants who have filed Unknown Abuse Claims entitled to a Distribution as of that Distribution Date; and (b) 5% of the remaining amount available from the Unknown Tort Claims Trust to any single Unknown Abuse Claimant; provided, however, that prior to any Distribution Date subsequent to the first Distribution Date, the Unknown Abuse Claims Trustee shall distribute funds from the Trust to Unknown Abuse Claimants who filed compensable Unknown Abuse Claims after other Unknown Abuse Claimants had already received a Distribution until Holders of such later filed Unknown Abuse Claims receive an amount equal (on a per point basis) to the amount already distributed to Unknown Abuse Claimants who previously received Distributions. If there are insufficient available funds in the Trust to make such payments in full, the Unknown Abuse Claims Trustee shall Distribute all of the available funds *pro rata* to the newly established Unknown Abuse Claimants and thereafter make no further Distributions to Unknown Abuse Claimants.

Exhibit 1

Unknown Abuse Claims Form

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)

UNKNOWN ABUSE CLAIM FORM

IMPORTANT: THIS FORM MUST BE COMPLETED ONLY BY PEOPLE WHO HAVE EXPERIENCED ABUSE (defined below) AND HOLD AN UNKNOWN ABUSE CLAIM.

Please carefully read the following instructions included with this Unknown Abuse Claim Form and complete all applicable questions to the best of your knowledge or recollection.

Once completed, this Unknown Abuse Claim Form must be submitted to [_____] (the “Unknown Abuse Claims Trustee”). The Unknown Abuse Claims Trustee shall transmit a copy of any claims received to [_____] (the “Abuse Claims Reviewer”) within a reasonable time after receipt thereof.

You can choose any **one** of the following ways to submit your Unknown Abuse Claim Form to the Unknown Abuse Claims Trustee:

- (i) If sent by hand delivery, first class mail or overnight courier to the Unknown Abuse Claims Trustee, send to:

[_____]

- (ii) If submitted electronically by email, send to:[_____].

Unknown Abuse Claim Forms sent by any other means such as facsimile transmission or email through a different manner than described above will not be accepted. You may wish to consult an attorney regarding this matter.

Failure to complete and return this form may result in your inability to be entitled to treatment as an Unknown Abuse Claimant.

Capitalized terms used but not defined herein shall have their respective meanings given in the *Joint Chapter 11 Plan of Reorganization* [Dkt. No. ____] (as it may be amended, modified, or supplemented, the “Plan”) or in the Confirmation Order, as applicable, or, if not defined therein, as set forth in the Unknown Abuse Claims Trust Distribution Plan, attached to the Plan.

*Please review **Schedule 1** attached hereto to see certain pertinent definitions used throughout this Unknown Abuse Claim Form.*

“You” and/or “Unknown Abuse Claimant” refers to the holder of an Unknown Abuse Claim, the legal representative of the holder of an Unknown Abuse Claim, such as a trustee, the estate of a deceased individual who held an

Unknown Abuse Claim, or the personal executor or personal representative of the estate of a deceased individual who held an Unknown Abuse Claim, as the case may be.

“**Unknown Abuse Claim**” means means either (1) any Abuse Claim that arises from the Abuse of an Abuse Claimant when such Abuse Claimant was a minor (below the age of 18 on the date of the alleged Abuse) 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.

For this claim to be valid, the Unknown Abuse Claimant must sign this form. If the Unknown Abuse Claimant is deceased or incapacitated, the form must be signed by the Unknown Abuse Claimant’s representative or the attorney for the Unknown Abuse Claimant’s estate.

If the Unknown Abuse Claimant is a minor, the form must be signed by the claimant’s parent, legal guardian or attorney. Any Unknown Abuse Claim Form signed by a representative or legal guardian must attach documentation establishing such person’s authority to sign the claim for the Unknown Abuse Claimant.

Who Should File an Unknown Abuse Claim Form?

This Unknown Abuse Claim Form is only for people who have experienced abuse (defined below), have not previously filed a Proof of Claim in this Bankruptcy Case, and in all other respects meet the criteria for being considered an Unknown Abuse Claimant. You should consider submitting an Unknown Abuse Proof of Claim even if you believe your claim may be subject to an affirmative defense.

Who Is an Unknown Abuse Claimant?

The term Unknown Abuse Claimant refers to a person who holds an Unknown Abuse Claim. An Unknown Abuse Claim is defined both above and in the Plan.

What Is Abuse?

For the purposes of this Unknown Abuse Claim Form, **abuse** is defined as a claim against the Diocese resulting or arising in whole or in part, from 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.

If you have a claim arising from other types of abuse, including non-sexual physical abuse, non-sexual emotional abuse, bullying or hazing and otherwise qualify as an Unknown Abuse Claimant, you should file an Unknown Abuse Claim Form.

You May Wish to Consult an Attorney Regarding This Matter

You may also obtain information regarding the Chapter 11 Case by visiting the case website at <https://omniagentsolutions.com/Norwich>.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

PART 1: CONFIDENTIALITY

Your identity and your Unknown Abuse Claim Form will be kept **strictly confidential** and outside the public record pursuant to the confidentiality procedures described in Section 3.6 of the Unknown Abuse Claims Trust Distribution Plan. However, this Unknown Abuse Claim Form may be provided to and reviewed by agents, employees, representatives, and/or attorneys of the Unknown Abuse Claims Trustee and the Abuse Claims Reviewer. Information in this Unknown Abuse Claim Form may be required to be disclosed to governmental authorities under mandatory reporting laws in many jurisdictions. If any such disclosure is made to a governmental authority, Unknown Abuse Claimants will be notified at the time of the disclosure of their Unknown Abuse Claim Form.

This Unknown Abuse Claim Form (along with any accompanying exhibits and attachments) will be maintained as confidential.

PART 2: IDENTIFYING INFORMATION AND BACKGROUND

A. Identity of Unknown Abuse Claimant

First Name _____ Middle Initial _____ Last Name _____ Jr/Sr/III _____
 Mailing Address (If Unknown Abuse Claimant is incapacitated, is a minor, or is deceased, provide the address of the individual submitting the claim. If you are in jail or prison, provide the address of your place of incarceration):

Number and Street:					
City:		State:		Zip Code:	
Other Mail Id. No.:		Country (not USA):			
Email Address:		Telephone (Cell):			
Telephone (Home):		Fax:			

Social Security Number of Unknown Abuse Claimant (last four digits only): XXX-XX- ____ ____ ____

Birthdate of Unknown Abuse Claimant (only the month and year): (MM/YYYY): ____ / ____ ____ ____

Any other name, or names, by which the Unknown Abuse Claimant has ever been known:

Gender of Unknown Abuse Claimant: Male ☐ Female ☐ Other (specify) _____

B. If you have hired an attorney relating to the abuse described in this Unknown Abuse Claim Form, please provide his or her name and contact information.

Law Firm Name:					
Attorney's Name:					
Number and Street:					
City:		State:		Zip Code:	
Other Mail Id. No.:		Country (not USA):			
Email Address:		Telephone (Cell):			

Telephone (Work):		Fax No.:	
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PART 3: NATURE OF THE ABUSE

(Attach additional sheets if necessary)

- A. Please identify each person who abused you. Individuals identified in this section will be referred to as the “abuser” in questions below. If you do not remember the name of the abuser(s), provide as much information about the individual that you recall.

- B. What was the abuser’s position, title, or relationship to you (if you know)?

- C. Where were you at the time you were abused? Please be specific and provide all relevant information that you recall including the City and State, name of the religious parish, or school, or orphanage (if applicable) and/or the name of any other locations.

- D. When did the first act of abuse take place? If you do not remember the calendar date, approximately what season of the year was it (spring, summer, fall, winter), approximately what age were you when it started, and, if applicable, what school grade were you in at the time?

- E. If the abuse took place over a period of time, please state when it started and when it stopped. If you were abused by more than one abuser, indicate when the abuse by each of the abusers started and stopped. You may provide approximate dates if you do not recall the specific dates.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PART 4: IMPACT OF ABUSE

(Attach additional pages if necessary)

(If you currently are unable describe the harm that you have suffered on account of the abuse, you may omit this section for now. However, you may be asked to provide the information requested at a later date.)

A. Please describe how you were impacted, harmed, damaged, or injured as a result of the abuse you described above. You can check the boxes, fill in the narrative, or both. **Please note that the boxes are not meant to limit the characterization or description of the impact(s) of your abuse.** (Check all that apply.)

- ☐ Psychological / emotional health (including depression, anxiety, suicidal thoughts, feeling numb, difficulty managing or feeling emotions including anger)
- ☐ Post-traumatic stress reactions (including intrusive images, feelings from the abuse, numbing or avoidance behaviors)
- ☐ Physical health (including chronic disease, chronic undiagnosed pain, or physical problems)
- ☐ Education (not graduating high school, being unable to finish training or education)
- ☐ Employment (including difficulties with supervisors, difficulty maintaining steady employment, being fired from jobs)
- ☐ Intimate relationships (including difficulty maintaining emotional attachments, difficulty with sexual behavior, infidelity)
- ☐ Social relationships (including distrust of others, isolating yourself, not being able to keep healthy relationships)
- ☐ Alcohol and/or substance abuse (including other addictive behaviors such as gambling)
- ☐ Other (please explain and add any other information you remember to the categories above):

If you wish to provide a narrative description of how you were impacted, harmed, damaged, or injured as a result of the abuse you described above, please provide it below. You may use additional pages if needed.

- B. Have you ever sought counseling or other medical or mental health treatment for any reason even if you did not connect that treatment as being related to the abuse that you described above?

Yes ☐ No ☐

If your response to the prior question is "Yes," please state with whom you sought counseling or medical or mental health treatment and when.

PART 5: ADDITIONAL INFORMATION

A. Prior Litigation.

Was a lawsuit regarding the abuse you have described in this Unknown Abuse Claim Form filed by you or on your behalf? Yes ☐ No ☐ (If "Yes," please attach a copy of the complaint.)

- B. Prior Bankruptcy Claims Filed in Any Case.** Have you filed any claims in any other bankruptcy case, not including the bankruptcy case of *The Norwich Roman Catholic Diocesan Corporation* (Case No. 21-20687), relating to the abuse you have described in this Unknown Abuse Claim Form? Yes ☐ No ☐ (If "Yes," please attach a copy of any completed claim form.)

- C. Prior Bankruptcy Claims Filed in this Case.** Have you filed any claims in the bankruptcy case of *The Norwich Roman Catholic Diocesan Corporation* (Case No. 21-20687) relating to abuse? Yes ☐ No ☐ (If "Yes," please attach a copy of any completed claim form.)

- D. Settlements.** Regardless of whether a complaint was ever filed against any party because of the abuse, have you settled any claim relating to the abuse you have described in this Unknown Abuse Claim Form? Yes ☐ No ☐

- E. Current Bankruptcy Case.** Are you now, or have you been a debtor in a bankruptcy case? Yes ☐ No ☐ (if "Yes", please identify the court): _____

SIGNATURE

Sign and print your name.

If you are signing this Unknown Abuse Claim Form on behalf of another person (including a minor, decedent or incapacitated person), state your relationship to the Unknown Abuse Claimant.

I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Date: _____

Signature: _____

Print Name: _____

Relationship to Unknown Abuse Claimant (if not signed by Unknown Abuse Claimant):

Address: _____

Contact Phone: _____

Email: _____

Schedule 1

Definitions of Certain Terms Incorporated from Plan

“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.

“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.

“Abuse Claimant” means the Holder of an Abuse Claim.

“Claims Bar Date” means March 15, 2022.

“Person” means any individual or entity, including any corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, estate, trust, trustee, personal executor or personal representative, unincorporated association, or other entity, of any nature and wherever located, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof and any other individual or entity within the definition of (i) “person” in § 101(41) of the Bankruptcy Code; or (ii) “entity” in § 101(15) of the Bankruptcy Code.

“Petition Date” means July 15, 2021, the date on which the Diocese commenced the Chapter 11 Case.

“Proof of Claim” means a proof of Claim filed in the Chapter 11 case pursuant to § 501 of the Bankruptcy Code and/or pursuant to any order of the Bankruptcy Court, together with supporting documents.

“Unknown Abuse Claim” means either (1) any Abuse Claim that arises from the Abuse of an Abuse Claimant when such Abuse Claimant was a minor (below the age of 18 on the date of the alleged Abuse) 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.

Plan Exhibit C**Schedule of Insurance Policies**

Policy Year	Insurer	Certificate Number
2023 – 2024	Catholic Mutual Relief Society of America	8578/8734
2022 – 2023	Catholic Mutual Relief Society of America	8578/8734
2021 – 2022	Catholic Mutual Relief Society of America	8578/8734
2020 – 2021	Catholic Mutual Relief Society of America	8578/8734
2019 – 2020	Catholic Mutual Relief Society of America	8578/8734
2018 – 2019	Catholic Mutual Relief Society of America	8578/8734
2017 – 2018	Catholic Mutual Relief Society of America	8578/8734
2016 – 2017	Catholic Mutual Relief Society of America	8578/8734
2015 – 2016	Catholic Mutual Relief Society of America	8578/8734
2014 – 2015	Catholic Mutual Relief Society of America	8578/8734
2013 – 2014	Catholic Mutual Relief Society of America	8578/8734
2012 – 2013	Catholic Mutual Relief Society of America	8578/8734
2011 – 2012	Catholic Mutual Relief Society of America	8578/8734
2010 – 2011	Catholic Mutual Relief Society of America	8578/8734
2009 – 2010	Catholic Mutual Relief Society of America	8578/8734
2008 – 2009	Catholic Mutual Relief Society of America	8578/8734
2007 – 2008	Catholic Mutual Relief Society of America	8578/8734
2006 – 2007	Catholic Mutual Relief Society of America	8578/8734
2005 – 2006	Catholic Mutual Relief Society of America	8578/8734
2004 – 2005	Catholic Mutual Relief Society of America	8578/8734

2003 – 2004	Catholic Mutual Relief Society of America	8578/8734
2002 – 2003	Catholic Mutual Relief Society of America	8578/8734
2001 – 2002	Catholic Mutual Relief Society of America	8578/8734
2000 – 2001	Catholic Mutual Relief Society of America	8578/8734
1999 – 2000	Catholic Mutual Relief Society of America	8578/8734
1998 – 1999	Catholic Mutual Relief Society of America	8578/8734
1997 – 1998	Catholic Mutual Relief Society of America	8578/8734
1996 – 1997	Catholic Mutual Relief Society of America	8578/8734
1995 – 1996	Catholic Mutual Relief Society of America	8578/8734
1994 – 1995	Catholic Mutual Relief Society of America	8578/8734
1993 – 1994	Catholic Mutual Relief Society of America	8578/8734
1992 – 1993	Catholic Mutual Relief Society of America	8578/282666
1991 – 1992	Catholic Mutual Relief Society of America	8107/282666
1990 – 1991	Catholic Mutual Relief Society of America	8107/282666
1989 – 1990	Catholic Mutual Relief Society of America	8107
1988 – 1989	Catholic Relief Insurance Company of America	SMP16677
1987 – 1988	Catholic Relief Insurance Company of America	SMP16677
July 1, 1986 – July 1, 1987	Catholic Relief Insurance Company of America	SMP16644
1985 – 1986	Catholic Relief Insurance Company of America	SMP16604*
1982 – 1985	Catholic Relief Insurance Company of America	SMP16546*
1981 – 1984	Catholic Relief Insurance Company of America	SMP16529*

1978 – 1981	Catholic Relief Insurance Company of America	SMP16500*
June 28 – July 1, 1978	Catholic Mutual Relief Society of America	SMP6216*
1977 – 1978	Catholic Mutual Relief Society of America	SMP6216*
April 3, 1975 – July 1, 1977	American Employers Insurance Company	Primary: SMP ABW-201379 Excess: AB-8803-001
July 1, 1974 – April 3, 1975	American Employers Insurance Company	Primary: SMP ABW-201379 Excess: AB-8803-001
June 1, 1973 – June 1, 1974	Aetna Casualty & Surety Co.	07AL800502CMA
1972 – 1973	Aetna Casualty & Surety Co.	07AL148401CMA
1970 – 1971	Aetna Casualty & Surety Co.	07AL140568CM
1969 – 1970	Aetna Casualty & Surety Co.	07AL136546CM
1968 – 1969	Aetna Casualty & Surety Co.	07AL133133CM
1966 – 1967	Aetna	07AL023438
1965 – 1966	Aetna	7AL020811
1964 – 1965	Aetna Casualty & Surety Co.	7AL18647
1962 – 1965	Aetna Casualty & Surety Co.	7AL13425
1961 – 1964	Aetna	7AL10369
1957 – 1961	Aetna Casualty & Surety Co.	7AL4963
May 4, 1957	Aetna Casualty & Surety Co.	7AL4090

* “Sold Certificates” as defined in Plan.

Plan Exhibit D

Schedule of Catholic Entities

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. Catholic Charities, Diocese of Norwich, Incorporated (d/b/a Catholic Charities) (Individually, and as successor to Affirmation Counseling Center, Inc. Portland)
4. Church of the Sacred Heart of Jesus, Wauregan, Connecticut (Parish Name: Sacred Heart, Wauregan)
5. Corporation of the Sacred Heart of Jesus, Taftville, Connecticut. (Parish Name: Sacred Heart Parish, Taftville) (Individually, and d/b/a Sacred Heart School, Taftville)
6. 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)
7. Diocese of Norwich Outreach to Haiti, Inc.
8. Holy Family Home and Shelter, Inc. (d/b/a Holy Family Home and Shelter, Willimantic)
9. Mercy High School Corporation (d/b/a Mercy High School)
10. Mount St. John, Inc.
11. New London Cemetery Association
12. Norwich Diocesan Cemetery Corporation (d/b/a Diocesan Cemeteries) (Individually, and d/b/a: (i) New London Cemetery; (ii) St. Mary Cemetery; (iii) Resurrection Cemetery; (iv) St. Mary & St. Joseph Cemetery; (v) Sacred Heart Cemetery; (vi) St. Patrick Cemetery; (vii) Sacred Heart Cemetery; and (viii) All Hallows Cemetery)
13. Our Lady of Lourdes of Hampton, Connecticut (Parish Name: Our Lady of Lourdes, Hampton)
14. 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)

15. 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)
16. Resurrection Cemetery Corporation
17. Sacred Heart Church, Vernon, Connecticut (Parish Name: Sacred Heart, Vernon)
18. Saint Bernard School of Montville, Incorporated (d/b/a St. Bernard School)
19. Saint John Paul II School
20. Saint Joseph's Living Center, Inc. (d/b/a St. Joseph Living Center, Windham)
21. Saint Mary's Church Portland Connecticut (Parish Name: St. Mary Parish, Portland)
22. 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)
23. 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)
24. St. Anne Catholic Church (Parish Name: St. Anne, Ballouville)
25. St. Anne's Catholic Church Corporation. (Parish Name: St. Anne, Griswold/Glasgo)
26. St. Edward's Catholic Society, Stafford Springs Connecticut (Parish Name: St. Edward, Stafford Springs) (Individually, and d/b/a St. Edward School, Stafford Spring)
27. 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)
28. St. John's Corporation, of Cromwell Connecticut (Parish Name: St. John, Cromwell)
29. 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)
30. St. Joseph Catholic Society Connecticut (Parish Name: St. Joseph, Occum)
31. St. Joseph's Corporation, Dayville Connecticut (Parish Name: St. Joseph, Dayville)

32. St. Jude Roman Catholic Church Corporation of Willington (Parish Name: St. Jude, West Willington)
33. St. Lawrence Church Corporation of Killingworth. (Parish Name: St. Lawrence, Killingworth)
34. 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)
35. St. Mary's Church Corporation, Connecticut (1); St. Mary's Parish Connecticut (2) (Parish Name: St. Mary's, Norwich)
36. St. Mary's Society (Parish Name: St. Mary, Clinton) (Individually, and d/b/a St. Mary Cemetery, Clinton)
37. 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)
38. St. Patrick's Church Corporation of Norwich Connecticut (Parish Name: St. Patrick Cathedral, Norwich) (Individually, and d/b/a St. Patrick School, Norwich)
39. St. Patrick's Church, Mystic Bridge Connecticut (Parish Name: St. Patrick, Mystic)
40. 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)
41. St. Philip's Church Corporation of Warrenville (Parish Name: St. Philip, Warrenville)
42. 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)
43. 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)
44. 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)
45. 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)

46. St. Vincent de Paul Middletown, Inc.
47. St. Vincent de Paul Place, Norwich, Inc.
48. The Church of Christ the King, Old Lyme, Incorporated (Parish Name: Christ the King, Old Lyme)
49. The Church of Saint Sebastian, Middletown (Parish Name: St. Sebastian, Middletown) (Individually, and d/b/a St. Sebastian Cemetery, Middletown)
50. The Church of St. Francis of Assisi (Parish Name: St. Francis, Middletown)
51. The Our Lady of LaSalette Church Corporation (Parish Name: Our Lady of LaSalette, Brooklyn)
52. The Our Lady of Lourdes Corporation (Parish Name: Our Lady of Lourdes, Gales Ferry)
53. The Our Lady of Peace Church Corporation (Parish Name: Our Lady of Peace Mission, Killingly)
54. The Polish Roman Catholic Church of St. Mary's of Czenstochowa (Parish Name: St. Mary, Middletown)
55. 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)
56. 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)
57. The Sacred Heart Church Corporation (Parish Name: Sacred Heart, Groton) (Individually, and d/b/a Sacred Heart School, Groton)
58. The Sacred Heart Church of Norwich Connecticut (Parish Name: Sacred Heart, Norwich) (Individually, and d/b/a St. John Mission, Fitchville)
59. The Saint Catherine of Siena Church Corporation (Parish Name: St. Catherine, Preston)
60. The Saint Columba Church Corporation (Parish Name: The Good Shepherd Parish) (Individually, and as successor to Church of the Holy Family of Hebron Incorporated)
61. The Saint John's Church Corporation, Middletown Connecticut (Parish Name: St. John, Middletown) (Individually, and d/b/a St. John School, Middletown)
62. The Saint Mary Church Corporation (Parish Name: St. Mary, Groton)

63. The Saint Peter Church Corporation (1); The Roman Catholic Church of St. Peter (2) (Parish Name: St. Peter Parish, Higganum)
64. The Saint Pius X Church Corporation (Parish Name: St. Pius X, Middletown)
65. The SS. Peter and Paul Church Corporation (Parish Name: SS Peter & Paul, Norwich)
66. The St. Agnes Church Corporation (Parish Name: St. Agnes, Niantic) (Individually, and d/b/a St. Francis Chapel, Crescent Beach)
67. The St. Ignatius' Church Corporation of Goodyear (Parish Name: St. Ignatius, Rogers)
68. The St. Joseph's Church of Rockville (Parish Name: St. Joseph, Rockville) (Individually, and d/b/a St. Joseph School, Rockville)
69. The St. Joseph's Polish Roman Catholic Congregation (Parish Name: St. Joseph, Norwich)
70. 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)
71. The St. Luke's Roman Catholic Church Corporation (Parish Name: St. Luke, Ellington)
72. The St. Matthias' Church Corporation (Parish Name: St. Matthias, East Lyme)
73. The St. Maurice Church Corporation (Parish Name: St. Maurice, Bolton)

Plan Exhibit E

Schedule of Settled Insurers

The Catholic Mutual Relief Society of America

Plan Exhibit F

Schedule of 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* [Dkt. 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)

Plan Exhibit G

Non-Monetary Commitments to Healing and Reconciliation

Non-Monetary Commitments to Healing and Reconciliation

In re: The Norwich Roman Catholic Diocesan Corporation
Chapter 11, Case No. 21-20687(JTT) (the “Bankruptcy Case”)

Pursuant to Section XV of the Plan, the Diocese (as defined below) commits to the following “Non-Monetary Commitments to Healing and Reconciliation”:

A. Definitions¹

The following definitions of terms shall apply to these commitments:

1. “Allegation of Substance” means an allegation for which an investigation has been conducted by the Diocese and has determined that the alleged conduct (1) has occurred or (2) is more likely to have occurred than not to have occurred.
2. “Approved Adults” are those persons 18 years and older, and are not enrolled in high school, who have attended a Diocesan-recognized educational program raising awareness regarding Abuse of a Child and how to prevent it and how to establish and maintain safe environments, who have undergone comprehensive screening in accordance with Diocesan policy, and who have agreed to follow the guidelines established in the *Pastoral Code of Conduct*, the *Sexual Misconduct Policy* and the *Electronic Communications, Internet and Computer Use Policy*.
3. “Bishop” means the then-serving Bishop of the Roman Catholic Diocese of Norwich, Connecticut.
4. “Church Minister,” “Employee,” and “Volunteer” refer to those persons employed, contracting, volunteering, or ministering in offices, ministries, institutions, schools or other programs listed in the Official Catholic Directory under the Diocese.
5. “Clergy” means any priest operating within the Diocese, including but not limited to the bishop(s), auxiliary bishops, bishop(s) emeritus, vicars general, vicars for clergy, chancellors, pastors, priests, deacons, provincials and Religious.
6. “Diocese” and “Diocesan” refer to The Norwich Roman Catholic Diocesan Corporation and each of the Catholic Entities that serve within the geographical area of The Norwich Roman Catholic Diocesan Corporation.
7. “Non-Diocesan School” means any Roman Catholic school operating within the Diocese that is not a Diocesan School.

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan, as confirmed and approved by Final Order of the United States Bankruptcy Court for the District of Connecticut.

8. “Plan” means the *Joint Chapter 11 Plan of Reorganization*, in its then-present form or as it may be altered, amended, or modified from time to time, filed in the Bankruptcy Case.
9. “Parent” means natural parent, adoptive parent, stepparent, and/or person having legal custody of a Child.
10. “Religious” means any individual whom a diocesan bishop, the Apostolic See, religious superior, or other authority of the Roman Catholic Church has considered, treated, or determined is a member of a Roman Catholic religious institute, society, house, or order and should be treated as religious, and includes but is not limited to, nun, postulant, novice, temporary professed, perpetually professed, religious brother, religious sister, superior, major superior, prior, abbot, abbot primate, abbot superior, supreme moderator, superior of a monastic congregation, provincial, prior provincial, provincial superior, supreme superior, monk, and member of religious institute, and may include cardinal, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop vicar general, chancellor, episcopal vicar, vicar forane, dean, archpriest, priest, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, moderator, director, counselor, councilor, president, and master.
11. “TAC” means the “Trust Advisory Committee” as that term is defined in the Trust Agreement, dated as of _____, 2024 and effective as of the Effective Date, entered into in accordance with the Plan.
12. “USCCB” means the United States Conference of Catholic Bishops.
13. “Young People,” “Child,” “Children,” and “Minor” refer to persons under the age of eighteen and/or still attending high school.

B. Prevention

1. ***Compliance with Charter and Diocesan Policies.*** The Diocese shall continue to strictly comply with the *Charter for the Protection of Children and Young People* and the *Essential Norms for Diocesan/Eparchial Policies Dealing with Allegations of Sexual Abuse of Minors by Priests or Deacons* and any future related documents issued by the USCCB. The Diocese shall also continue to strictly comply with the following related policies:
 - a. The Sexual Misconduct Policy promulgated September 5, 2019, and effective October 1, 2019 (the “Sexual Misconduct Policy”);
 - b. The Comprehensive Screening Policy promulgated September 5, 2019, and effective October 1, 2019;
 - c. The Pastoral Code of Conduct promulgated September 5, 2019, and effective October 1, 2019; and
 - d. The Electronic Communications, Internet and Computer Use Policy promulgated September 5, 2019, and effective October 1, 2019.

(collectively, the “Diocesan Policies”).

2. ***Third-Party Audits.*** For a period of no fewer than fifteen (15) years after the Effective Date, the Diocese shall continue to participate in the annual safe environment audit (the “Third-Party Audit”) as mandated by the USCCB’s *Charter for the Protection of Children and Young People*. The Diocese shall cause the annual Third-Party Audit to occur by an auditor designated by the USCCB (the “Third-Party Auditor”) of the Child protection policies and procedures, the internal policies and procedures for responding to Abuse Claims, and compliance with policies and law. Each Third-Party Child Protection Audit shall be conducted and completed no less frequently than within one (1) year period of time of the completion of the prior year’s Third-Party Audit.
3. ***Third-Party Audit Reports.*** The Third-Party Auditor shall prepare and submit a complete, written report (the “Third-Party Audit Report”) that summarizes the results of such Third-Party Audit including the extent of compliance with USCCB’s *Charter for the Protection of Children and Young People*. Each Third-Party Audit shall also include a rubric and/or score for each audited entity in the categories of, *inter alia*, the following: (i) the audited entity’s Child protection policies and procedures; (ii) its internal policies and procedures for responding to Abuse Claims; and (iii) its compliance with Policies or Laws Regarding Abuse. The Third-Party Auditor shall deliver the Third-Party Audit Report to the Diocese and the Diocese and the Diocese Parties shall post a link to such Third-Party Audit Report on their websites (without alteration or redaction) within ninety (90) days of the completion of the Third-Party Audit. Each Third-Party Audit Report shall remain accessible on the Diocese’s and the Diocese Parties’ website for a period of no less than three (3) years. The Diocese shall maintain a copy of each Third-Party Audit Report for a period of at least twenty-five (25) years after receipt. At its own expense, the Diocese will make such report(s) freely available to any individual or entity upon request.
4. ***Improved Reporting Mechanism.*** The Diocese shall, through a prominent (“one-click”) link on its website’s home page, provide a phone number and email to which allegations of Abuse can be made including anonymous allegations of Abuse. If a report of Abuse is made to anyone in the Diocese or through the phone number, email or direct report to the Diocese, the Diocese will encourage the survivor or reporting person to report the information to law enforcement, and the Diocese (including any applicable Catholic Entity) shall comply with the Diocesan Policies and, in particular, without limitation, the processes and procedures set forth in Article Three of the Sexual Misconduct Policy applicable to all personnel associated with the Diocese.
 - a. The Diocese shall publish in all Diocesan publications and parish bulletins and post online on the Diocese’s website a prominent statement urging any person who has been subjected to Abuse or those who are aware of a person who has been subjected to Abuse by anyone acting in the name of or associated with the Diocese to come forward and contact the Department of Children and Families (if it occurred in Connecticut) or to Child Protective Services (if it occurred in New York) and/or law enforcement.

- b. The Diocese will continue to comply with the mandated reporter statutes of the State of Connecticut and the State of New York as written.
 - c. When an allegation or report of Abuse is received by the Diocese, it will immediately be reported to the Department of Children and Families (if it occurred in Connecticut) or to Child Protective Services (if it occurred in New York) and/or law enforcement as required by state mandated reporter statutes and/or the Diocesan Policies.
 - d. The Diocese will continue to periodically and prominently publish statutorily mandated reporting requirements, at least at the beginning of each academic year.
 - e. The Diocese will continue to promptly investigate allegations of sexual Abuse of Minors in accordance with state statutes and the Diocesan Policies. and to publicize on the Diocese's website Allegations of Substance of Abuse of Minors determined to have substance following an investigation conducted in accordance with the Sexual Misconduct Policy. Persons who have substantiated allegations of Abuse brought against them will be removed from ministry and/or employment and/or volunteering.
 - f. At the conclusion of a canonical process for determination of clerical status, the results of said process will be publicized prominently by the Diocese on its website.
 - g. The Diocese shall continue to compile and publish a list of former personnel of the Diocese who have an Allegation of Substance of Abuse of Minors against them on the Diocese website for a period of not less than twenty-five (25) years.
 - h. Notwithstanding the provision contained in Section 3.4.4 of the Diocese's Sexual Misconduct Policy that "[a]nonymous complaints will be refused as a matter policy," the Diocese shall, to the extent possible due to the anonymity of the claimant, comply with the Diocesan Policies and applicable law in response to an anonymous complaint or report of Abuse.
 - i. Notwithstanding the provision contained in Section 3.4.5 of the Diocese's Sexual Misconduct Policy concerning Confidentiality, the Delegate for Internal Investigations shall comply with all applicable mandated reporter statutes.
5. **Whistle-Blower Policy.** The Diocese Parties shall adopt a whistle-blower policy concerning the method by which a report concerning Abuse within the Diocese can be made and expressly providing that the Diocese Parties will not take any retaliatory actions against person(s) who have reported or will report such information.
6. **Continued Protection Initiatives.** The Diocese will continue with its efforts to prevent the sexual Abuse of Minors. The Office for Safe Environments and its staff, notably

the Director of Safe Environments and the Bishop's Delegate for Safe Environments, will continue to implement and monitor safe environments policies and practices in accordance with the United States Conference of Catholic Bishops, the Charter for the Protection of Children and Young People, applicable state and federal law, and the 1983 Code of Canon Law of the Roman Catholic Church as revised from time-to-time, and the Diocesan Policies.

- a. The Diocese will continue to provide educational opportunities for Clergy, Church Minister, Employees, Volunteers, Parents, Children and teenagers, parishioners, and other people of good will utilizing programs such as *Called to Protect* and *Armatus Online* educational programs as well as other programs, initiatives, and efforts.
- b. The safe environments policies of the Diocese will continue to prohibit Clergy, Church Ministers, Employees, and Volunteers from being alone with a Minor while volunteering or ministering with and/or within the Diocese except in instances such as medical emergencies, or sacramental confession when at least one other Approved Adult or Parent is nearby and/or visible.
- c. Any amendment to the Diocesan Policies will remain consistent with the policies and practices of the United States Conference of Catholic Bishops, the Charter for the Protection of Children and Young People, applicable state and federal laws, and the 1983 Code of Canon Law of the Roman Catholic Church as officially amended from time to time.
- d. Although not required by the United States Conference of Catholic Bishops, the Charter for the Protection of Children and Young People, applicable state and federal laws, and the 1983 Code of Canon Law of the Roman Catholic Church, and notwithstanding any provision to the contrary contained in the Diocese's Sexual Misconduct Policy, for at least five (5) years following the Effective Date, the Diocese agrees to include at all times at least one (1) survivor of sexual Abuse as a Minor on its Diocesan Review Board (the "Survivor Representative"). Within thirty (30) days after the Effective Date of the Plan, the TAC shall provide a list of five (5) individuals proposed to serve as the Survivor Representative who are willing, able and qualified to serve on such Diocesan Review Board and the Bishop shall, in consultation with the TAC, within thirty (30) days thereafter, appoint at the Bishop's discretion the person from the list provided by the TAC who shall serve as the Survivor Representative. Any vacancy in the Survivor Representative on the Diocesan Review Board shall also be filled employing this process and within these time frames (from the date of notice of the vacancy). In the event, at any time, the TAC is unable to propose five (5) individuals to serve as the Survivor Representative in accordance with this paragraph, the Bishop shall appoint such Survivor Representative at his discretion. The presence of survivors of sexual Abuse on the board reflects the Diocese's sincere effort to consider the interests and voices of sexual Abuse survivors. Notwithstanding any other provision hereof to the contrary, each Survivor Representative shall take

and participate in the Diocese's Praesidium safe environment training in order to participate on the Diocesan Review Board, and the all meetings, communications, deliberations and actions of the Diocesan Review Board shall continue to be and shall remain strictly confidential and shall not be disclosed to any other person other than a member of the Diocesan Review Board, or other person authorized by the Diocesan Review Board and/or Bishop, as applicable, except to the extent compelled by applicable law or court order.

7. ***Anti-Abuse Plaque.*** The Diocese shall prominently and visibly display a plaque (no smaller than 8.5 inches by 11 inches) in each operating Catholic Entity within the geographic boundaries of the Diocese stating that the sexual Abuse of Children and young people by any person, including priests, in that parish, church or school or anywhere, shall not be tolerated, and advising that any report or complaint of child sexual Abuse will be fully investigated in a manner that respects and protects the victim of such Abuse. The Diocese shall request that each Non-Diocesan School display such anti-Abuse plaque and shall provide such plaque to such schools at the Diocese's expense. Such plaques shall be ordered within sixty days of the Effective Date and will be promptly delivered to Parishes and Schools after they are received by the Diocese.
8. ***Improved Terminology.*** The Diocese Parties shall prohibit their Employees, representatives, agents and spokespersons, including any individuals communicating with the media on the Diocese Parties' collective or individual behalf, from referring either verbally or in print to sexual Abuse survivors as "alleged" claimants, "alleged" victims, or "alleged" survivors and will require the same to refer to sexual Abuse claimants as "survivors" or "survivors of sexual Abuse."
9. ***Release from Confidentiality.*** The Diocese will continue to comply with the *Charter for the Protection of Children and Young People* which prohibits confidentiality agreements except if requested by the settling victim(s) or settling survivor(s).

C. **Recognition**

1. ***Individual Bishop Meetings.*** The Bishop of the Diocese will be available upon reasonable notice to privately confer with any survivor or victim of sexual Abuse.
2. ***Individual Bishop Letters.*** Within sixty (60) days after the effective date of a plan, the Diocese will send letters to all Abuse Claimants, which shall profess the Diocese's sincere empathy and compassion for the suffering of the survivors, and its commitment to healing and reconciliation. The Bishop will personally sign the letters of apology.
3. ***Public Bishop Letter.*** Within sixty (60) days after the Effective Date of the Plan, the Diocese will issue a public letter to all Abuse Claimants professing the Diocese's sincere empathy and compassion for the suffering of all survivors, and its commitment to healing and reconciliation. The Bishop will personally sign the letter. The Diocese will also publish the letter in the *Four County Catholic*, the Diocesan newspaper, in parish bulletins, and on the Diocesan website. The TAC shall have the right to advise

and consult on the content of the letter before it is published. The Diocese will provide an initial draft of the letter within fifteen (15) days after the Effective Date of the Plan. The TAC shall provide advisory comments, if any, within forty-five (45) days after the Effective Date of the Plan. The Diocese will consult with the TAC on the content of this letter, but the final draft of the letter will be at the sole discretion of the Diocese.

4. ***Remove Perpetrator Recognitions.*** The Diocese will remove honors and awards and other public recognitions of praise of all past and present credibly accused perpetrators of sexual Abuse of Minors.
5. ***Publish Survivor Stories.*** After the Effective Date of the Plan and for the following four (4) years, the Diocese will allow survivors of Abuse to publish on the Diocese's website and in its publication, *Four County Catholic Magazine*, their stories of Abuse not to exceed 500 words, if they desire to publish their stories, provided such stories are not by an anonymous Abuse Claimant and are first reviewed and approved by the Diocesan Review Board, including a review to make certain that information in such stories is not offensive or potentially damaging to or inappropriate for Minors to read.
6. ***Access to Records.*** Upon the written request from an Abuse Claimant delivered to the Diocese or any Catholic Entity, the Diocese will provide to such Abuse Claimant any and all records and other documents related to the Abuse Claimant in the Diocese's files, such as the Abuse Claimant's school and sacramental records. The Diocese will deliver such personal records to such Abuse Claimant (or to such Abuse Claimant's designee) no later than thirty (30) calendar days after the request is received. Furthermore, any such documents provided to such Abuse Claimant may not redact the identity of the requestor but may be redacted to preserve privilege claims and/or to the extent the records contain confidential information of third-parties.

D. Miscellaneous

1. ***Annual Certification.*** For a period of five (5) years following the Effective Date The Diocese shall provide an annual certification in writing to the TAC certifying that the Diocese have complied with all of the above requirements.
2. ***Record Keeping.*** The Diocese shall maintain records relating to Clergy and the implementation of the Diocesan Policies including records of the training sessions and educational requirements required under the Diocesan Policies. The Diocese shall maintain files for all Clergy. The Diocese shall have a policy to not destroy Clergy files. Clergy files may be maintained electronically. The Diocese shall also maintain and shall not destroy the following records:
 - a. signed documents as required under the Diocesan Policies;
 - b. copies of all returned background checks;
 - c. documents concerning misconduct by any Clergy, Church Minister, Employee, and Volunteer;
 - d. documents concerning any allegation of Abuse of a Minor;

- e. documents concerning any mandatory report made to law enforcement about any persons associated with the Diocese;
 - f. documents concerning any internal investigation by the Office of Internal Affairs of the Diocese; and
 - g. documents concerning the review of any report by the Office of Internal Affairs to the Bishop and/or the Diocesan Review Board.
3. ***Jurisdiction and Standing.*** The Trustee and each of the members of the TAC shall have standing to seek enforcement of any of the terms of these non-monetary undertakings before a Court of competent jurisdiction; provided, however, that this provision and nothing contained in these Commitments may be construed to give standing to the Trustee or any member of the TAC to challenge any action, decision, communication, deliberation or procedure employed by the Diocesan Review Board with respect to any matter brought before the Diocesan Review Board.

Plan Exhibit H**Officers and Directors of Reorganized Debtor**

Archbishop Christopher J. Coyne, Apostolic Administrator of the Diocese of Norwich

Monsignor Leszek T. Janik, Vice President

Reverend Peter J. Langevin, Secretary Treasurer

Karen L. Huffer, Diocesan Finance Officer

Schedule of Compensation

Employee Name	Bishop¹	Monsignor Leszek T. Janik	Reverend Peter J. Langevin	Karen L. Huffer
Anticipated Compensation for Calendar Year 2024	\$ 35,868.00	\$ 6,580.00	\$ 39,168.00	\$ 129,601.16
Medical Benefits	\$ 12,603.48	\$ 12,603.48	\$ 12,603.48	\$ 12,603.48
Dental Benefits	\$ 498.96	\$ 498.96	\$ 498.96	\$ 498.96
Life Insurance	\$ 4,397.61	\$ 171.36	\$ 171.36	\$ 78.48
Lay Pension Contribution ²	\$ –	\$ –	\$ –	\$ 14,061.73
Employee Taxes Paid by Employer	\$ –	\$ –	\$ –	\$ 10,562.49
Long Term Care Insurance	\$ 4,397.61	\$ –	\$ –	\$ –
Total Compensation (including all benefits listed above)	\$ 57,765.66	\$ 19,853.80	\$ 52,441.80	\$ 167,406.30

¹ The compensation in the “Bishop” column is based upon Bishop Cote’s compensation prior to retirement. Bishop Cote’s resignation on the occasion of his 75th birthday occurring in June was accepted by the Holy Father Pope Francis on September 3, 2024. The Archbishop of Hartford, Christopher Coyne, is acting as apostolic administrator during the period of “sede vacante” (vacant see) until a new Bishop of Norwich is appointed. It is anticipated that the compensation of the new Bishop will be comparable to that of retired Bishop Cote.

² The Priest Pension is paid directly to the Priest Retirement Trust.

Plan Exhibit I

Schedule Of Allegedly Barred Child Abuse Claims

Claim No

2001	3004	3041
2002	3005	3042
2004	3006	3044
2009	3007	3045
2010	3008	3078
2011	3010	3109
2012	3013	3111
2013	3014	3112
2014	3015	3113
2015	3017	3114
2016	3020	3115
2017	3023	3118
2018	3026	3119
2019	3028	10001
2020	3029	10003
2021	3030	10018
2022	3031	14010
2023	3034	14011
2024	3037	14012
2025	3038	14014
3002	3039	14015
3003	3040	

Plan Exhibit J

Catholic Mutual Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Settlement Agreement”) is hereby made by, between, and among the Diocese, the other Diocesan Associated Parties, and Catholic Mutual (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, numerous individuals have asserted certain Abuse Claims against the Diocese and the other Diocesan Associated Parties;

WHEREAS, Catholic Mutual issued, allegedly issued, or may have issued the Catholic Mutual Certificates providing certain coverage to the Diocese and the other Diocesan Associated Parties;

WHEREAS, certain Coverage Disputes exist between the Diocese and the other Diocesan Associated Parties, on the one hand, and Catholic Mutual, on the other hand;

WHEREAS, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Petition Date, commencing the Bankruptcy Case;

WHEREAS, the Diocese, the other Diocesan Associated Parties, and Catholic Mutual, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all Coverage Disputes and all other disputes between and among the Diocese and the other Diocesan Associated Parties, on the one hand, and Catholic Mutual, on the other;

WHEREAS, through this Settlement Agreement, the Diocese and the other Diocesan Associated Parties intend to provide Catholic Mutual with the broadest possible release of all Channeled Claims, including all Unknown Abuse Claims and Late-Filed Abuse Claims, that are not held by Opt-Out Claimants and that arose prior to the Plan Effective Date;

WHEREAS, through this Settlement Agreement and the Plan, as part of the compromise and resolution of the Coverage Disputes, the Diocese, the other Diocesan Associated Parties, and Catholic Mutual also wish to effect a sale, pursuant to Bankruptcy Code §§ 363(b), (f), and (m) and 1123, of the Sold Certificates issued or allegedly issued to the Diocese, free and clear of all Liens, Claims and Interests of any Person or Entity in order to effectuate the buyback with respect to the Sold Certificates and to provide Catholic Mutual the broadest possible release and buyback with respect to the Sold Certificates, resulting in Catholic Mutual having no obligations effective as of the Settlement Agreement Effective Date, or in the future, to the Diocese or the other Diocesan Associated Parties or any other Person or Entity asserting a Claim under such Sold Certificates;

WHEREAS, the Diocese intends to propose the Plan, and the Parties intend that the Settlement Agreement shall be appended to and incorporated into the Plan, shall be an integral part of the Plan and shall be heard contemporaneously with the Court's consideration of confirmation of the Plan; and

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

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in Plan to the extent defined therein, or in the Bankruptcy Code.

1.1 The following terms shall have the meaning ascribed to them in the Plan: "Abuse", "Abuse Claim", "Abuse Claimant", "Abuse Related Contribution Claim", "Abuse Claim Release", "Bankruptcy Case", "Bankruptcy Code", "Bankruptcy Court", "Business Day", "Catholic Entities", "Catholic Entity Parties", "Channeled Claim", "Channeling Injunction", "Claim", "Claim Bar Date", "Co-Defendant", "Committee", "Confirmation Order", "Diocese", "Diocese Parties", "Direct Action Claim", "Disclosure Statement", "Effective Date", "Exculpated Parties", "Extra-Contractual Claim", "Insurance Policy", "Insurer", "Joint Tortfeasor", "Late-Filed Abuse Claim", "Lien", "Medicare Claim", "MMSEA", "MSPA", "Non-Appealable Order", "Non-Settling Insurers", "Opt-Out", "Opt-Out Abuse Claim", "Opt-Out Claimant", "Opt-Out Election", "Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions", "Parishes", "Participating Party", "Person", "Petition Date", "Post-Petition Abuse Claim", "Post-Petition Abuse Claimant", "Preserved Coverage", "Proof of Claim", "Related Insurance Claim", "Reorganized Diocese", "Settled Insurer", "Settled Insurer Parties", "Settled Insurer Policies", "Supplemental Settled Insurer Injunction", "Trust", "Trust Agreement", "Trust Documents", "Trustee", "Unknown Abuse Claim", "Unknown Abuse Claimant", "Unknown Abuse Claims Trust", "Unknown Abuse Claims Trust Agreement", "Unknown Abuse Claims Trust Documents" and the Unknown Abuse Claims Trustee", in each case subject to the rules of construction set forth in Section 1.23 below.

1.2 "Approval Motion" means the motion filed in the Bankruptcy Case seeking approval of this Settlement Agreement and authorization for the Parties to enter into, and perform pursuant to, this Settlement Agreement, including the transactions contemplated in this Settlement Agreement.

1.3 “Approval Order” means the order granting the Approval Motion and providing the relief described in Section 2.1 of this Settlement Agreement in substantially the form attached as Exhibit B to this Settlement Agreement.

1.4 “Bankruptcy Orders” means, collectively, the Approval Order, the Procedures Order, and the Confirmation Order.

1.5 “Catholic_Mutual” means The Catholic Mutual Relief Society of America.

1.6 “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 A appended hereto and in Exhibit C to the Plan.

1.7 “Catholic Mutual Parties” means Catholic Mutual and, solely in the capacity as such, (i) each of its past, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, reinsurers, retrocessionaires; divisions and acquired companies; (ii) each of the foregoing Persons’ respective past, present and future, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators; and (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.

1.8 “Coverage Disputes” means certain disputes that have arisen and/or may arise in the future concerning Catholic Mutual’s position regarding the nature and scope of its responsibilities, if any, to provide coverage (indemnity and defense) to the Diocese and the other Diocesan Associated Parties under the Catholic Mutual Certificates in connection with the Abuse Claims.

1.9 “Debtor” or “Diocese” means The Norwich Roman Catholic Diocesan Corporation, debtor and debtor in possession in the Bankruptcy Case.

1.10 “Diocesan Associated Parties” means the Diocese Parties and the Catholic Entity Parties. For the avoidance of doubt, any such Person is only a Diocesan Associated Party to the extent of, and in the capacity in which, they satisfy the corresponding definitions of either the Diocese Parties or the Catholic Entity Parties provided for in the Plan.

1.11 “Estate” means the bankruptcy estate of the Diocese.

1.12 “Exculpation” means the exculpation and limitation on the liability of the Catholic Mutual Parties and other Persons in substantially the form contained in Section 13.4 of the Plan,

with only such modifications as are acceptable to the Parties, pursuant to Section 105 of the Bankruptcy Code.

1.13 “Liens, Claims and Interests” means (a) all interests of the Diocese and its Estate in, to and under the Sold Certificates, (b) all interests in, to, and under the Sold Certificates of any Person other than the Diocese or its Estate (including all Abuse Claimants and Diocesan Associated Parties), and (c) all interests in, to and under the Sold Certificates of any other Person claiming coverage by, through, or on behalf of any of the Diocese and other Diocesan Associated Parties; any other Insurer; and any holder of a Channeled Claim; in each case within the meaning of “interest” as used in sections 363(f) and 1123(a)(5)(D) of the Bankruptcy Code, and also including but not limited to Liens (as defined by Section 101(5) of the Bankruptcy Code), Claims (as defined by Section 101(5) of the Bankruptcy Code), and all other liabilities, encumbrances, rights, remedies, and restrictions of any kind or nature whatsoever, whether arising before or after the Petition Date, and other rights as an insured, co-insured or additional insured, whether arising under contract, statute, tort, law or equity.

1.14 “Parties” means the Diocese, the other Diocesan Associated Parties, and Catholic Mutual.

1.15 “Plan” means the Joint Plan of Reorganization Proposed by the Norwich Roman Catholic Diocesan Corporation, Catholic Mutual and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut filed as Dkt. No. [●] on September 6, 2024, as revised, modified, or amended in accordance with this Settlement Agreement.

1.16 “Plan Effective Date” means the same as the meaning provided for the term “Effective Date” in the Plan.

1.17 “Preserved Coverage” means coverage of the Diocese Parties and the Catholic Entity Parties referred to in the Catholic Mutual Certificates, subject to the limits, declarations, terms and conditions of the Catholic Mutual Certificates, as amended by the Catholic Mutual Settlement Agreement; *provided, however, that* Preserved Coverage shall not include (a) coverage under the Sold Certificates or (b) coverage for: (i) any and all Direct Action Claims or Abuse Claims, or (ii) any and all other Channeled Claims, which coverage is settled, extinguished and excluded by this Settlement Agreement or the Plan.

1.18 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan and providing the relief described in Section 2.5 of this Settlement Agreement in form and substance acceptable to the Parties.

1.19 “Retroactive Date” means the provision found in Section XI (Sexual Misconduct) claims-made coverage of Catholic Mutual Certificate No. 8578 in effect on the Settlement Agreement Effective Date and any renewal thereof that eliminates coverage for “Sexual

Misconduct Claims” and “Interrelated Sexual Misconduct Claims” produced by “Incidents”, as those terms are defined in such certificate, which took place in whole or in part prior to a specified date, even if the Claim is first made during the certificate period.

1.20 “Settlement Agreement” means this Settlement Agreement and Release, as revised, modified, or amended.

1.21 “Settlement Agreement Effective Date” means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 of this Settlement Agreement are satisfied.

1.22 “Settlement Amount” means the sum of \$4,800,000 to be paid to the Trust by Catholic Mutual after this Settlement Agreement Effective Date pursuant to Section 3.3 of this Settlement Agreement. The Diocese and Catholic Mutual agree that \$50,000 of the Settlement Amount shall be allocated as the purchase price of the Sold Certificates.

1.23 “Sold Certificates” means all Certificates of Insurance issued by Catholic Mutual for coverage before July 1, 1990, and specifically identified in Exhibit A appended hereto and Exhibit C to the Plan, which are to be sold free and clear of Liens, Claims and Interests pursuant to this Settlement Agreement, the Approval Order, and the Plan.

1.24 “Solicitation Procedures Motion” means the motion filed in the Bankruptcy Case seeking approval of certain solicitation procedures in connection with voting on the Plan.

1.25 For purposes of this Settlement Agreement:

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

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

(3) the phrase “relating to” or “relates to” means “with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with;”

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

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

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

(7) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

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

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

The Exhibits to this Settlement Agreement include the following:

Exhibit A	Schedule of Catholic Mutual Certificates
Exhibit B	Form of Approval Order
Exhibit C	Form of Abuse Claim Release

ARTICLE II THE BANKRUPTCY CASE AND PLAN

2.1 Approval Motion. Not later than 15 days after the last Party signs this Settlement Agreement, the Diocese shall file the Approval Motion in form and substance acceptable to the Parties. The Approval Motion shall be filed substantially contemporaneously with the filing of the Disclosure Statement and Plan by the Diocese in the Bankruptcy Case.

2.1.1 The Approval Motion shall seek the entry of the Approval Order. The Parties acknowledge and agree, and the Approval Order shall find and conclude, that: (a) Catholic Mutual is a good faith purchaser of the Sold Certificates and all interests therein within the meaning of § 363(m); (b) the consideration exchanged constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to the Sold Certificates and constitutes reasonably equivalent value; (c) the releases in this Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy law; (d) upon the Plan Effective Date, the Sold Certificates and all interests therein shall be terminated and of no further force and effect; (e) Catholic Mutual's payment of the Settlement Amount constitutes Catholic Mutual's full and complete performance of any and all obligations under the foregoing Sold Certificates with respect to the foregoing interests, including any performance owed to the Diocese and the other Diocesan Associated Parties, and exhausts all limits of liability of the foregoing Sold Certificates and with respect to the foregoing interests; (f) all interests the Diocese and the

other Diocesan Associated Parties may have had, may presently have, or in the future may have in the Sold Certificates are released pursuant to the terms of this Settlement Agreement; (g) the Settlement Amount payable by Catholic Mutual will only be used to fund the Trust established for Class 4 Claims under the Plan and not Unknown Abuse Claims, and (h) the Settlement Amount is in full and complete satisfaction of all of Catholic Mutual's past, present, and future obligations under the Sold Certificates or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever arising out of or related in any way to such Sold Certificates, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such Claims arise from or relate to the Abuse Claims, Channeled Claims, the Bankruptcy Case, or otherwise arising under, relating to or connected with the Sold Certificates.

2.1.2 The Diocese shall provide written notice of the Approval Motion to (a) all known holders of Post-Petition Abuse Claims, Class 4 Claims, Class 5 Claims under the Plan, (b) counsel for the Committee, (c) all Persons who have filed notices of appearance in the Bankruptcy Case, and (d) all Persons known to have provided general or professional liability insurance or coverage to the Diocese, the other Diocesan Associated Parties or the other Participating Parties. The Diocese shall serve the Approval Motion on all Persons identified above at the address shown on their proofs of claim or to their counsel of record or, if no proof of claim was filed, then at the address on the Diocese's schedules. The Diocese shall also serve the Approval Motion on the attorney for each holder of a Class 4 Claim under the Plans (to the extent applicable). To the extent the Diocese knows of, or may ascertain after reasonable investigation, the identity of Abuse Claimants that are not holders of Class 4 Claims, the Diocese shall serve the Approval Motion on those Abuse Claimants and their counsel of record (to the extent applicable). The Diocese shall also serve the Approval Motion on any and all Co-Defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Abuse Claimants at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant.

2.1.3 If any Person files an objection to the Approval Motion, the Diocese shall consult and cooperate with Catholic Mutual and take all reasonable steps to respond to the objection and argue in favor of the Approval Motion before the Bankruptcy Court.

2.1.4 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order.

2.1.5 Catholic Mutual and the other Diocesan Associated Parties shall cooperate with the Diocese with respect to the Approval Motion and any proceedings on appeal from entry of the Approval Order, including making all appropriate submissions.

2.2 Plan. The Diocese shall diligently prosecute the confirmation of the Plan, and the approval of all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not be amended to deprive the Catholic Mutual Parties of any right or benefit under this Settlement Agreement or otherwise adversely affect the interests of Catholic Mutual under this Settlement Agreement without Catholic Mutual's written consent at its sole discretion. The Plan shall include, without limitation, the following provisions:

2.2.1 The Plan shall create the Trust and the Unknown Abuse Claims Trust which shall be responsible, as applicable, for making any and all payments to Abuse Claimants entitled to receive payments under the Plan. The Settlement Amount shall be contributed to the Trust pursuant to the terms and conditions of Sections 3.1 and 3.3 of this Settlement Agreement and shall not be deemed contributed to the Unknown Abuse Claims Trust to be funded by the Diocese.

2.2.2 The Plan shall provide that the Settlement Amount payable by Catholic Mutual will only be used to fund the Trust for Class 4 Claims under the Plan and not the Unknown Claims Trust for Post-Petition Abuse Claims or Class 5 Claims under the Plan to be funded by the Diocese. With respect to Abuse Claims, the Trustee and the Unknown Abuse Claims Trustee shall be the fiduciary and/or administrator as that term is defined in the MMSEA and shall perform all reporting and payment obligations and obligations owing or potentially owing under MMSEA or MSP, and any other Medicare Claims arising from the Plan, the Trust Documents (as defined in the Plan), and the Plan Documents (as defined in the Plan). The Trust and the Unknown Abuse Claims Trust shall not be obligated to create a reserve for these potential obligations.

2.2.3 The Plan shall include Exculpation in substantially the form and substance set forth in Section 13.4 of the Plan, with only such modifications that are acceptable to the Parties.

2.2.4 The Plan shall include the Channeling Injunction in substantially the form and substance set forth in Section 13.6 of the Plan with only such modifications that are acceptable to the Parties.

2.2.5 The Plan shall include an Opt-Out Claimants' Temporary Injunction and Gatekeeping Provisions in substantially the form and substance set forth in Section 13.11 of the Plan with only such modifications that are acceptable to the Parties.

2.2.6 The Plan shall include the Supplemental Settled Insurer Injunction in substantially the form and substance set forth in Section 13.9 of the Plan, with only such modifications that are acceptable to the Parties.

2.2.7 The Plan shall provide for the indemnification obligations of the Trust and Reorganized Debtor as provided in Section 10.13 of the Plan, with only such modifications that are acceptable to Catholic Mutual, and the Trust Agreement and Trust Documents shall provide that the Trust is obligated under that section, in form and substance satisfactory to Catholic Mutual

2.2.8 The Plan, Trust Agreement and the Unknown Abuse Claims Trust Agreement shall require each holder of an Abuse Claim (including an Unknown Abuse Claim) that is not an Opt-Out Claimant to execute and deliver an Abuse Claim Release in the form of Exhibit C, with only such modifications that are acceptable to the Parties.

2.2.9 The Plan shall provide for the sale, pursuant to Bankruptcy Code §§ 363(b), (f), and (m) and 1123, of the Sold Certificates issued or allegedly issued to the Diocese, free and clear of all Liens, Claims and Interests of any Person or Entity in order to effectuate the buyback with respect to the Sold Certificates.

2.2.10 The Plan shall provide for releases by and among all Participating Parties, including the Catholic Mutual Parties, of Abuse Related Contribution Claims against other Participating Parties, in substantially the form and substance set forth in Sections 13.11 through 13.13 of the Plan.

2.2.11 The Plan shall incorporate this Settlement Agreement and the release contained in Section 4.1 of this Settlement Agreement by reference and make this Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that this Settlement Agreement is binding on Catholic Mutual, the Trust, the Diocese, the other Diocesan Associated Parties, the other Participating Parties, the Reorganized Diocese, the parties in interest in the Bankruptcy Case, and any of the foregoing Persons' successors and assigns.

2.2.12 The Plan shall not be amended to conflict with this Settlement Agreement or to diminish any protections provided to the Catholic Mutual Parties in the releases, injunctions or exculpations contained in the Plan or any of the other provisions set forth in Section 2.2 of this Settlement Agreement, without the written consent of Catholic Mutual.

2.3 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.3.1 The Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction in the form set forth in the Plan, (c) contain the Supplemental Settled Insurer Injunction in the form set forth in the Plan, (d) approve the Exculpation of the Catholic Mutual Parties, among others, in the form set forth in the Plan,

(e) approve the form of Abuse Claim Release to be provided by holders of Abuse Claims that are not Opt-Out Claimants as a condition to receiving a Distribution in substantially the form of Exhibit C to this Settlement Agreement, and (f) provide that this Settlement Agreement is binding on Catholic Mutual, the Trust, the Unknown Abuse Claims Trust, the Diocese, the Reorganized Diocese, the other Diocesan Associated Parties, the other Participating Parties, the parties in interest in the Bankruptcy Case, and any of the foregoing Persons' successors and assigns.

2.3.2 The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to the Catholic Mutual Parties without the written consent of Catholic Mutual at its sole discretion.

2.3.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded Catholic Mutual under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

2.3.4 Prior to entry of the Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Abuse Claim. If the Bankruptcy Court lifts the stay as to any Abuse Claim prior to entry of the Confirmation Order, the Diocese shall defend itself against the Abuse Claim and comply with the terms of the stay relief order. If the Diocese fails to defend that Abuse Claim, then Catholic Mutual shall have the right, but not the duty, to defend and/or indemnify the Diocese and its Participating Parties against the Abuse Claim and any fees, expenses and costs incurred and paid by Catholic Mutual in such defense and/or indemnity shall be deducted from the Settlement Amount. In such event, the Diocese shall cooperate with Catholic Mutual in the defense and/or indemnification of such Abuse Claims.

2.4 The Diocese and affected non-Debtor Participating Parties shall cooperate with Catholic Mutual in the filing and diligent prosecution of objections to the proofs of claim filed by Time-Barred Abuse Claims, Late-Filed Abuse Claims and other Abuse Claims that are subject to defenses and that are covered by the Catholic Mutual Certificates and to the withdrawal of such objections, without prejudice, in the event that the Abuse Claimant timely votes to accept the Plan and is not otherwise an Opt-Out Claimant.

2.5 Each non-Debtor Participating Party irrevocably consents to its treatment under the Plan, including the releases, exculpations and injunctions protecting Catholic Mutual and the other

non-Debtor Participating Parties and Settled Insurer Parties, waives its right to become and Opt-Out Claimant, and agrees timely to execute and deliver a ballot accepting the Plan.

2.6 The Parties covenant not to sue each other until (a) the Bankruptcy Orders become Non-Appealable Orders, at which time this covenant is superseded by the releases provided in Article IV of this Settlement Agreement or (b) the date on which this Settlement Agreement is terminated. As of the Settlement Agreement Effective Date, the Participating Parties (a) shall withdraw all outstanding tenders of Claims to Catholic Mutual for defense and indemnity other than with respect to the Preserved Coverage, (b) shall not tender any Claims to Catholic Mutual other than with respect to the Preserved Coverage, and (c) shall not request that Catholic Mutual fund any judgments, settlements, or defense costs other than with respect to the Preserved Coverage.

2.7 Solicitation Procedures Order. In connection with the filing of the Plan and the Disclosure Statement, the Diocese shall file the Solicitation Procedures Motion seeking the entry of a Procedures Order that approves (a) the adequacy of the Disclosure Statement, (b) the content and form of the confirmation hearing notice, (c) the content and form of the ballots for classes eligible to vote under the Plan, (d) the procedures for voting to accept or reject the Plan by the voting deadline, (f) the tabulation procedures, (g) procedures for making an Opt-Out Election to become an Opt-Out Claimant, and (h) the publication notice and publication procedures, in each case in form and substance reasonably satisfactory to Catholic Mutual.

2.8 Claim Treatment. Catholic Mutual shall have no obligation to pay, handle, object to, or otherwise respond to any Claim against the Diocese or any of the other Diocesan Associated Parties except Claims within the Preserved Coverage, unless this Settlement Agreement is terminated under Article V hereof.

ARTICLE III PAYMENT OF THE SETTLEMENT AMOUNT, AMENDMENT OF CERTIFICATE, AND DISMISSAL OF INSURANCE COVERAGE ADVERSARY PROCEEDING

3.1 Conditions Precedent. This Settlement Agreement shall become effective and binding on the Parties only after the following conditions have first been satisfied or waived by the mutual consent of the Debtor and Catholic Mutual:

3.1.1 This Settlement Agreement has been executed by all Parties in form and substance acceptable to the Parties;

3.1.2 The Approval Order has been entered granting the Approval Motion in its entirety, and the Approval Order becomes a Non-Appealable Order;

3.1.3 The Bankruptcy Court has entered the Procedures Order, and the Procedures Order becomes a Non-Appealable Order;

3.1.4 The Confirmation Order has been entered approving the Plan consistent with the terms of this Settlement Agreement, including approving the Channeling Injunction, Supplemental Settled Insurer Injunction, the Exculpation, the sale of the Sold Certificates, and the form of Abuse Claimant Releases to be executed in favor of the Participating Parties and the Catholic Mutual Parties by Abuse Claimants that are not Opt-Out Claimants, and the Confirmation Order becomes a Non-Appealable Order.

3.2 Notice of this Settlement Agreement Effective Date. Within three (3) Business Days after all of the conditions precedent contained in Section 3.1 of this Settlement Agreement are satisfied, the Diocese or Reorganized Diocese (as applicable) shall provide the Parties with notice of this Settlement Agreement Effective Date.

3.3 Payment of Settlement Amount. In consideration of the terms and conditions set forth in the Confirmation Order, the Plan and this Settlement Agreement, and in consideration of the sale of the Sold Certificates back to Catholic Mutual, free and clear of all Liens, Claims and Interests of any Person, Catholic Mutual shall pay the Settlement Amount to the Trust within 30 days after receiving (a) the notice required by Section 3.2 above and (b) appropriate instructions for the transmission of the payment to the Trust. Catholic Mutual shall have the option of paying the Settlement Amount by check, ACH transfer or wire transfer.

3.3.1 [Reserved]

3.3.2 The Parties agree that the Settlement Amount is the total amount Catholic Mutual is obligated to pay on account of (a) the purchase price for the Sold Certificates, (b) the release and channeling of any and all Channeled Claims relating to the Catholic Mutual Certificates to the Trust, (c) the Abuse Claims, and (d) any and all Claims and Interests, whether known or unknown, past, present, or future, that directly or indirectly arise under or relate to the Catholic Mutual Certificates and that all limits of liability under the Catholic Mutual Certificates, regardless of how the Catholic Mutual Certificates describe those limits, including all per person, per occurrence, per claim, "each professional incident," per event, per accident, total, and aggregate limits, shall be deemed fully and properly exhausted with respect to the Abuse Claims; *provided, however*, that this section shall not affect the Preserved Coverage or any Claim relating to the Preserved Coverage.

3.3.3 The Parties further agree that (a) under no circumstance will Catholic Mutual ever be obligated to make any additional payments in excess of the Settlement Amount to, or on behalf of, anyone in connection with the Sold Certificates, any and all Abuse Claims, Direct Action Claims and other Channeled Claims, and (b) under no

circumstance shall Catholic Mutual ever be obligated to make any additional payments to, or on behalf of, the Diocese or any Diocesan Associated Parties on account of the Sold Certificates, any and all Abuse Claims, Direct Action Claims and other Channeled Claims in connection with any coverage under any of the Catholic Mutual Certificates, regardless of how the Catholic Mutual Certificates identify or describe the limits of liability under the Catholic Mutual Certificates, all such limits, including all per person, per occurrence, per claim, and aggregate limits, shall be deemed fully and properly exhausted.

3.3.4 The Parties agree and jointly represent that (a) the consideration to be provided by Catholic Mutual pursuant to this Settlement Agreement (including the Settlement Amount and the releases set forth below) constitutes fair and reasonable exchanges for consideration granted to the Catholic Mutual Parties in this Settlement Agreement, including the purchase of the Sold Certificates and the injunctions, releases and indemnifications set forth in this Settlement Agreement and the Plan, (b) the Settlement Amount payable by Catholic Mutual will only be used to fund the Trust for distributions to holders of Class 4 Claims under the Plan and not the Unknown Claims Trust for Post-Petition Abuse Claims or Class 5 Claims under the Plan to be funded by the Diocese, and (c) the consideration to be provided by the Diocese, the other Diocesan Associated Parties and their respective Participating Parties pursuant to this Settlement Agreement (including the releases set forth herein) constitutes a fair and reasonable exchange for the consideration granted to the Diocese and the other Diocesan Associated Parties in this Settlement Agreement (including the Settlement Amount and release provided by Catholic Mutual). Catholic Mutual is not acting as a volunteer in paying the Settlement Amount, and Catholic Mutual's payment of the Settlement Amount reflects potential liabilities and obligations to the Diocese and the other Diocesan Associated Parties of amounts Catholic Mutual allegedly is obligated to pay on account of any and all Claims.

3.4 Amendment of Current Certificate and Preserved Coverage. Upon the Settlement Agreement Effective Date with no further action being required, the Retroactive Date in Catholic Mutual Certificate No. 8587 and all renewals thereof is hereby further amended to be the Plan Effective Date.

ARTICLE IV RELEASES AND SALE FREE AND CLEAR

4.1 Diocese's and the other Diocesan Associated Parties' Release of the Catholic Mutual Parties. Upon payment by Catholic Mutual of the Settlement Amount, the Diocese Parties and all of the other Diocesan Associated Parties hereby fully, finally, and completely release, remise, acquit, and forever discharge the Catholic Mutual Parties from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date and that directly or indirectly arise out of or relate to: (a) the Sold Certificates, (b) any and

all Direct Action Claims or Abuse Claims, and (c) any and all other Channeled Claims; *provided, however*, that this release shall not affect the Preserved Coverage and any Claim that directly or indirectly relates to the Preserved Coverage.

4.2 The Catholic Mutual Parties' Release of Diocese Parties and Diocesan Associated Parties. Upon payment by Catholic Mutual of the Settlement Amount, the Catholic Mutual Parties hereby fully, finally, and completely remise, release, acquit, and forever discharge the Diocese Parties and the other Diocesan Associated Parties from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of or relate to any of the Catholic Mutual Certificates or any other binder, certificate, or policy of insurance issued or allegedly issued by Catholic Mutual to the Diocese, and any of the following: (a) the Sold Certificates, (b) any and all Direct Action Claims or Abuse Claims, and (c) any and all other Channeled Claims; *provided, however*, that this release shall not affect the obligations of the Diocese and the other Diocesan Associated Parties under any Catholic Mutual Certificate with respect to Preserved Coverage and any Claim that directly or indirectly relates to the Preserved Coverage.

4.3 Other General Release Provisions.

4.3.1 This Settlement Agreement in no way releases any Claims held by Abuse Claimants against religious orders and all Persons who are not Participating Parties, including the Non-Settling Insurers, who will remain severally liable on any Claims and does not excuse any other Person who may be jointly and severally liable with Catholic Mutual or any Participating Party with respect to an Abuse Claim from paying such other Person's full pro rata share of any liability to any Abuse Claimant.

4.3.2 From and after this Settlement Agreement Effective Date, the Diocese and the other Diocesan Associated Parties shall not assert any Claim against the Catholic Mutual Parties that directly or indirectly arises from or relate to: (a) any of the Catholic Mutual Certificates; (b) any and all Direct Action Claims or Abuse Claims, or (c) any and all other Channeled Claims; *provided, however*, that this release shall not affect the Preserved Coverage and any Claim that directly or indirectly relates to the Preserved Coverage.

4.4 Waiver of Surviving Claims. If, contrary to the intent of the Parties, any Claims released pursuant to this Article IV are deemed to survive this Settlement Agreement, even though they are encompassed by the terms of the releases set forth in this Article IV, the Parties hereby forever, expressly, and irrevocably waive entitlement to and agree not to assert any and all such Claims; *provided, however*, that such waiver shall not affect the Preserved Coverage and any Claim that directly or indirectly relates to the Preserved Coverage.

4.5 Sale Free and Clear. Effective on the Settlement Agreement Effective Date and the payment of the Settlement Amount by Catholic Mutual, the Diocese and Diocesan Associated Parties shall sell, and Catholic Mutual shall purchase the Sold Certificates and all Liens, Claims Interests of the Diocese, Diocesan Associated Parties and any other Person, including any other Person or Entity claiming coverage by, through, or on behalf of any of the Diocese and other Diocesan Associated Parties, any other Insurer, and any holder of a Channeled Claim. This sale is pursuant to Bankruptcy Code §§ 363(b), (f), and (m) and 1123. To facilitate such purchase, each of the Diocesan Associated Parties authorizes the Bishop or any other person employed by the Diocese that he designates, as its lawful attorney in fact, with full powers of substitution, to execute any bill of sale or other document reasonably requested by the Diocese or Catholic Mutual to accomplish the sale to Catholic Mutual of the Sold Certificates and the interests therein.

4.6 Comparative Releases. All of the releases and other benefits provided in this Settlement Agreement by the Diocese and the other Diocesan Associated Parties to the Catholic Mutual Parties are at least as favorable as the releases and other benefits that the Diocese has provided to any other one of the Diocese's Insurers in the Bankruptcy Case. If the Diocese or the other Diocesan Associated Parties enter into any settlement agreement with any other Insurer in the Bankruptcy Case that provides that Insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then this Settlement Agreement shall be deemed to be modified to provide the Catholic Mutual Parties with those more favorable releases and/or benefits. However, the provision at Section 7.2.1 of this Settlement Agreement that the duty to defend, indemnify, and hold harmless the Catholic Mutual Parties does not extend to, and does not include, claims that are, or may be, made against Catholic Mutual by other Insurers shall not be modified. The Diocese shall notify Catholic Mutual promptly of the existence of such more favorable releases or benefits.

4.7 Reinsurance. Neither the releases set forth in this Article IV nor any other provisions in this Settlement Agreement are intended to apply to, or have any effect on, Catholic Mutual's right to seek or obtain reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or relating to the Catholic Mutual Certificates or any other binder, certificate, or policy of insurance issued, or allegedly issued, by Catholic Mutual. The Diocese and the other Diocesan Associated Parties shall undertake all reasonable actions and cooperate with Catholic Mutual in connection with its reinsurers.

4.8 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

ARTICLE V
TERMINATION OF THIS SETTLEMENT AGREEMENT

5.1 Termination Conditions. Absent a waiver in writing by the Diocese and Catholic Mutual, this Settlement Agreement shall terminate if, prior to the Effective Date of the Plan, any of the following conditions occur:

5.1.1 The Bankruptcy Orders do not become Non-Appealable Orders within one year after the date on which this Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or fails to object to the confirmation of a chapter 11 plan by another Person that is inconsistent with the terms of this Settlement Agreement or the provisions of the Plan referenced herein; or

5.1.3 The Bankruptcy Court confirms a plan of reorganization for the Diocese in lieu of the Plan that is inconsistent with this Settlement Agreement without the consent of Catholic Mutual.

5.1.4 The Debtor duly files a notice of termination in accordance with Section 12.5 of the Plan.

5.1.5 The Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of this Settlement Agreement, this Settlement Agreement shall be null and void in its entirety and of no force or effect whatsoever, including, without limitation, (i) the releases provided in Article IV of this Settlement Agreement; and (ii) all actions, transactions and occurrences effective as of or upon the Settlement Agreement Effective Date (specifically including for example those such actions, transactions and occurrences provided for in Sections 4.4 and 4.5 of this Settlement Agreement). Upon termination of this Settlement Agreement, the Parties shall retain all of their rights, defenses, and obligations with respect to the Catholic Mutual Parties and the Catholic Mutual Certificates as if this Settlement Agreement never existed. In the event of such termination after Catholic Mutual shall have paid the Settlement Amount, the Trust, or the Diocese, as applicable, shall return the Settlement Amount to Catholic Mutual, with accrued interest thereon, if any.

ARTICLE VI
REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Bankruptcy Case.

6.1.2 Each Party represents that the person executing this Settlement Agreement on its behalf is duly authorized to do so.

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

6.1.4 The Parties have completed a reasonable search for evidence of any policies or certificates issued by Catholic Mutual to the Diocese or the other Diocesan Associated Parties that would afford coverage with respect to any Abuse Claim. Other than the Catholic Mutual Certificates identified in Exhibit A attached hereto or Exhibit C to the Plan, no such policies or certificates and acknowledgements of coverage have been identified by any of the Parties. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the schedules or exhibits thereto, shall be construed as, or deemed to be, an admission or evidence that any binder, certificate, or policy was in fact issued and/or affords coverage in connection with the Abuse Claims.

6.2 Representations of Diocese and the other Diocesan Associated Parties. The Diocese and the other Diocesan Associated Parties each represent and warrant as follows:

6.2.1 The Diocese and the other Diocesan Associated Parties have not assigned, and shall not assign, any interests in the Catholic Mutual Certificates or any other binder or certificate issued by Catholic Mutual.

6.2.2 The Diocese and the other Diocesan Associated Parties have not in any way assisted, and shall not in any way assist, any Person in the establishment of any Claim against the Catholic Mutual Parties.

6.2.3 The Diocese is the owner of the Catholic Mutual Certificates and no other Person has legal title to the Catholic Mutual Certificates.

ARTICLE VII
ACTIONS INVOLVING THIRD PARTIES

7.1 Other Insurer Claims. For purposes of supporting the releases granted in Article IV and the extinguishment of any and all rights, Claims and Interests under the Sold Certificates resulting from the purchase thereof, the Diocese Parties and other Diocesan Associated Parties hereby agree as follows:

7.1.1 After this Settlement Agreement Effective Date, if any other Insurer of the Diocese Parties or the other Diocesan Associated Parties obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from Catholic Mutual as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for Catholic Mutual's alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense and/or indemnity obligation of Catholic Mutual for any Claims released or resolved pursuant to this Settlement Agreement, the Diocese Parties, the other Diocesan Associated Parties, or Trust, as applicable, shall voluntarily reduce its judgment or Claim against, or settlement with, such other Insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against Catholic Mutual. To ensure that such a reduction is accomplished, Catholic Mutual shall be entitled to assert this Article VII as a defense to any action or Claim 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 Catholic Mutual from any liability for the judgment or Claim. Moreover, if an Insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Catholic Mutual, such Claim may be asserted as a defense against a Claim by the Diocese Parties, the other Diocesan Associated Parties, or the Trust, as applicable, in any coverage litigation, and the Diocese Parties, the other Diocesan Associated Parties, or Trust, as applicable, may assert the legal and equitable rights of Catholic Mutual in response thereto. To the extent such a Claim is determined to be valid by the court or appropriate tribunal presiding over such action, the liability of such other Insurer to the Diocese Parties, the other Diocesan Associated Parties, or the Trust, as applicable, shall be reduced dollar for dollar by the amount so determined.

7.1.2 Catholic Mutual shall not seek reimbursement (other than from a reinsurer or retrocessionaire, as such) for any payments it was obligated to make under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other Insurer of the Diocese Parties or the other Diocesan Associated Parties unless that other Insurer first seeks contribution, subrogation, indemnification, or similar relief from Catholic Mutual. The Diocese Parties and the other Diocesan Associated Parties shall use their respective reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Article VII.

7.2 Indemnification. The Trust and Reorganized Debtor agree to indemnify the Catholic Mutual Parties as provided in Section 10.13 of the Plan, with only such modifications that are acceptable to Catholic Mutual.

7.3 Stay of Prosecution of Channeled Claim. If any Person attempts to prosecute a Channeled Claim against the Catholic Mutual Parties before this Settlement Agreement Effective Date, then promptly following notice to do so from Catholic Mutual, the Diocese shall file a motion and supporting papers to obtain an order from the Bankruptcy Court, pursuant to sections 362 and 105(a) of the Bankruptcy Code, protecting the Catholic Mutual Parties from any such Claims until the Bankruptcy Orders become Non-Appealable Orders or, alternatively, this Settlement Agreement is terminated under Article V of this Settlement Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Person not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

8.2 The Parties shall take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Confirmation Order, the Procedures Order, and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

8.4 This Settlement Agreement constitutes an integral part of the Plan, and the Settlement Agreement in conjunction with the Plan express the entire agreement and understanding between and among the Parties. In the event of any conflict of inconsistency between the terms and conditions of this Settlement Agreement, the Plan and the Confirmation Order, the terms and conditions of the Confirmation Order and the Plan shall control; provided, however, that in the event of any conflict or inconsistency between the terms and conditions of the Confirmation Order and the Plan, the Confirmation Order shall control.

8.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

8.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII hereof, or (b) any possible action or proceeding between Catholic Mutual and any of its reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Catholic Mutual's obligations under any of the Catholic Mutual Certificates or any other binder or certificate of coverage or any acknowledgement of coverage issued by Catholic Mutual with respect to any Claims against Catholic Mutual.

8.8 None of the Parties shall make any public statements or disclosures (a) regarding each other's rationale or motivation for negotiating or entering into this Settlement Agreement or (b) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter relating to the Catholic Mutual Certificates or any other binder or certificate of coverage issued by Catholic Mutual, including handling of, or involvement in connection with, the Abuse Claims or Direct Action Claims or the resolution of the Abuse Claims or Direct Action Claims.

8.9 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

8.10 The Parties have received the advice of counsel in the preparation, drafting, and execution of this Settlement Agreement, which was negotiated at arm's length.

8.11 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.12 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese or the Reorganized Diocese (as applicable) or the other Diocesan Associated Parties:

Fr. Peter Langevin S.T.B., Ph.L.
Chancellor
The Diocese of Norwich
201 Broadway
Norwich, CT 06360
chancellor@norwichdiocese.net

with a copy to:
Louis T. DeLucia
Alyson Fiedler
Ice Miller LLP
1500 Broadway, 29th Floor
New York, NY 10036
louis.delucia@icemiller.com
alyson.fiedler@icemiller.com

- and -

Patrick M. Birney
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
pbirney@rc.com

If to the Diocesan Associated Parties:

Fr. Peter Langevin S.T.B., Ph.L.
Chancellor
The Diocese of Norwich
201 Broadway
Norwich, CT 06360
chancellor@norwichdiocese.net

with a copy to:
Louis T. DeLucia
Alyson Fiedler
Ice Miller LLP
1500 Broadway, 29th Floor
New York, NY 10036
louis.delucia@icemiller.com
alyson.fiedler@icemiller.com

- and -

Patrick M. Birney
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
pbirney@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

8.13 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

8.14 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by Catholic Mutual that the Diocese, the other Diocesan Associated Parties, or any other Person was or is entitled to any coverage under the Catholic Mutual Certificates or any other binder or certificate of coverage issued or allegedly issued by Catholic Mutual or as to the validity of any of the positions that have been or could have been asserted by the Diocese or the other Diocesan Associated Parties, (b) an admission by the Diocese or the other Diocesan Associated Parties as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by Catholic Mutual or any Claims that have been or could have been asserted by the Diocese or the other Diocesan Associated Parties against the Catholic Mutual Parties, or (c) an admission by the Diocese, the other Diocesan Associated Parties, or Catholic Mutual of any liability whatsoever with respect to any of the Abuse Claims.

8.15 All of the Persons included in the definition of the Catholic Mutual Parties, Participating Parties, the Trust, the Trustee, are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.16 The Diocese, Diocesan Associated Parties, and Catholic Mutual shall be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.17 The following rules of construction shall apply to this Settlement Agreement:

8.17.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

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

8.17.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate

changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

8.17.4 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.17.5 Requirements that the form of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

8.18 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Connecticut law.

8.19 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order unless this Settlement Agreement is terminated pursuant to Article V of this Settlement Agreement.

8.20 This Settlement Agreement shall be effective on this Settlement Agreement Effective Date.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

The Catholic Mutual Relief Society of America

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public: _____

My Commission Expires: _____

{Signature Pages Continue on Following Pages}

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

**The Norwich Roman Catholic
Diocesan Corporation**

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and
acknowledged the foregoing to be a free act and deed.

Notary Public: _____

My Commission Expires: _____

[Signature Pages Continue on Following Pages]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

[Diocesan Associated Party Name]

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public: _____

My Commission Expires: _____

[Signature Pages Continue on Following Pages]

Exhibit A– Catholic Mutual Certificates

**Catholic Mutual Certificates of Coverage to Norwich Diocesan Corporation
and Participating Parties**

Sold Certificates (Subject to Buy-Back)

SMP 6216
SMP 16500
SMP 16529
SMP 16546
SMP 16604
SMP 16644
SMP 16677
SMP 8107

Other Certificates

SMP 8578
SMP 282666
SMP 8734

Documents Incorporated by Reference in Certificates

And all certificate forms, endorsements, riders, declarations, amendments, and renewals referred to or issued in connection with any of the foregoing

Exhibit B – Form of Approval Order

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

In re:

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,¹

Diocese.

Chapter 11

Case No: 21-20687 (JJT)

**ORDER APPROVING CATHOLIC MUTUAL SETTLEMENT AGREEMENT,
CERTIFICATE BUY-BACK AND RELATED RELIEF**

This matter came before the Court upon (i) the Motion for an Order Approving Catholic Mutual Settlement Agreement (the “**Motion**”) filed by the Norwich Diocesan Corporation (the “**Diocese**”) filed on [●], 2024. The Motion requests that the Court enter an Order approving the Settlement Agreement and releases, by and between the Diocese, the Diocesan Associated Parties (as defined in the Settlement Agreement) who are protected parties under the coverage provided by Catholic Mutual and The Catholic Mutual Relief Society of America (“**Catholic Mutual**”)² and insurance policy buybacks by and between the Diocese and Catholic Mutual.

The Court, having reviewed the record, considered the Motion, the declarations and oral testimony of the witnesses, and being sufficiently advised, FINDS:

- a. The Court has jurisdiction over this case and these Motion pursuant to 28 U.S.C. §§

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

² On September 6, 2024, the Diocese, Catholic Mutual and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut filed their Joint Chapter 11 Plan of Reorganization (as further amended, the “**Plan**”) (Doc. No. [●]) and the Disclosure Statement for Joint Chapter 11 Plan of Reorganization to accompany the Plan (as approved by the Court, the “**Disclosure Statement**”) (Doc. No. [●]). The Plan, inter alia, incorporates the settlement among Diocese and Catholic Mutual. All capitalized but undefined terms used herein are assigned the meanings set forth in the Motion and the Plan. In the event of any conflict in the definitions or descriptions, the definitions contained in the Plan control and supersede the definitions and descriptions contained in the Motion and this Order.

157(a), (b)(1), and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(N).

Venue is proper in this District, pursuant to 28 U.S.C. § 1409(a).

b. On July 15, 2021 (the “Petition Date”), the Diocese commenced this Bankruptcy Case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

c. The Committee was appointed in this case on July 29, 2021.

d. The Diocese is a debtor-in-possession and is authorized to operate its business pursuant to 11 U.S.C. §§ 1107(a) and 1108.

e. On [●], 2024, the Diocese served notice of the Motion (the “Notice”) to: a) the Office of the United States Trustee; (b) counsel to the Committee; (c) counsel to Catholic Mutual; (d) the Unknown Claimants’ Representative; (d) all known holders of Post-Petition Abuse Claims, Class 4 Claims, Class 5 Claims and any known counsel for such creditors; (e) all Persons known to have provided general or professional liability insurance or coverage to the Diocese, any other Diocese Parties, Catholic Entity Parties or other Participating Parties; (f) counsel for the Diocese Parties, Catholic Entity Parties and any other Participating Party; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. See certificate of service of the Notice filed on _____, 2024 [Dkt. No. ____]. The Diocese also caused notice of the Motion and deadline for objections to be published in connection with publication notice of the Plan. See, certificate of publication of Notice (Dkt. No. [●]) filed on [●]. The Notices specified an objection deadline of [●] at 5:00 P.M. Eastern Time. Service and notice of the Motion satisfied the requirements of the Bankruptcy Code and Rule 2002. The notice and service of the Motion was fair, good, appropriate and sufficient under the circumstances of this Bankruptcy Case and provided due process to any unknown creditors. No other or further notice need be provided in order to bind all creditors and parties-in-interest.

f. On September [●], 2024, the Debtor filed the Motion for Entry of Order Approving

Certain Injunctions and Releases Contained in Joint Chapter 11 Plan (Dkt. No. [●]) (the “**Release and Injunction Motion**”), which summarizes and advocates for the issuance of the releases and injunctions in the Plan (the “**Plan Releases and Injunctions**”) in favor of all Settling Insurer Parties including the Catholic Mutual Parties in conjunction with the confirmation of the Plan and the approval of the Settlement Motion.

g. The objection deadline expired on [●], 2024 at 5:00 P.M. Eastern Time. No objections to the Motion were filed, timely or otherwise.

h. The Motion requested that this Court approve the Catholic Mutual Settlement Agreement attached to the Motion as Exhibit A (the “**Settlement Agreement**”) between the Diocese, Catholic Mutual, and the Diocesan Associated Parties and approve the sale of the Sold Certificates (as defined in the Settlement Agreement) and the Interests therein free and clear of Liens, Claims and Interests.

i. The approval of the Settlement Agreement is in the best interest of the Bankruptcy Estate of the Diocese (the “**Estate**”), the Diocese’s creditors, and other parties in interest. The evidence adduced at the hearing on the Motion established that all of the relevant factors for approval of a compromise were satisfied. The settlement’s future benefits outweighed the likelihood of success in coverage litigation avoided thereby. The settlement avoided the likelihood of complex and protracted litigation, including the applicability of binding, compulsory arbitration, with its attendant expense, inconvenience, and delay. The settlement was approved by the Debtor as an Estate Fiduciary. It was the product of arms’ length negotiations before two experienced mediators after discovery and months of mediation involving competent and experienced counsel. The nature and breadth of releases to be obtained by officers and directors of Catholic Mutual is appropriately limited.

j. The Diocese has good and sufficient business justifications supporting its entry into

the Settlement Agreement with Catholic Mutual. It is a reasonable exercise of the Diocese's business judgment to enter into, perform under, and consummate the Settlement Agreement.

k. The Settlement Agreement was negotiated and proposed without collusion and in good faith, from arm's length bargaining positions by the Diocese, the Diocesan Associated Parties, and Catholic Mutual. There is no evidence that Catholic Mutual engaged in fraud, collusion, or attempted to take grossly unfair advantage of the Diocese in negotiating the terms of the Settlement Agreement, including the purchase of the Sold Certificates. The Settlement Agreement contains a provision sufficiently described in the Motion requiring that Catholic Mutual purchase (buy-back) its Sold Certificates providing occurrence-based coverage to the Diocese and other Diocesan Associated Parties referred to therein for coverage periods prior to July 1, 1990 that are identified in Exhibit A to the Settlement Agreement and Exhibit C to the Plan (the "**Sold Certificates**"), as of the Effective Date of the Plan, and upon the entry of a Final Order Approving of the Settlement Agreement and the Motion.

l. For purposes of the Diocese's sale to Catholic Mutual of the Sold Certificates and all Interests therein, Catholic Mutual is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) with respect to the Sold Certificates and Interests therein, and the sale to Catholic Mutual of the Sold Certificates and Interests therein shall be free and clear of all Liens, Claims and Interests pursuant to 11 U.S.C. §§ 363(b), (f), and (m).

m. The \$4,800,000 Catholic Mutual Contribution under the Plan constitutes a fair and reasonable settlement of the disputes of the coverage, rights and obligations of Catholic Mutual and the Diocese relating to the Catholic Mutual Certificates. The allocation of \$50,000 of the Catholic Mutual and the Diocese as the consideration to be paid by Catholic Mutual to purchase the Sold Certificates and Interests therein is fair, reasonable and reasonably equivalent to the value thereof because such sale will only occur upon the Effective Date of the Plan when the discharge

of the Diocese resolves any claims that might be covered by Catholic Mutual under the Sold Certificates.

n. As more fully set forth in this Court's order approving the Release and Injunction Motion (which is incorporated herein by reference), the Plan Releases and Injunctions are appropriate under the circumstances, and justified as essential parts of the Plan.

o. The proposed settlements contained in the Settlement Agreement are fair, equitable, and in the best interest of the Estate and its creditors.

p. The Motion are well taken and should be granted as provided herein.

IT IS, THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. The Settlement Agreement is approved in all respects. The settlement is fair, equitable and in the best interests of the Estate and its creditors. It will implement efficient administration of the bankrupt estate and the confirmation of a Plan of which it is an integral part. *Motorola, Inc. v. Official Comm. Of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 455 (2d Cir. 2007); *see also In re Milazzo*, 450 B.R. 363, 375 (Bankr. D. Conn. 2011) ("There is little doubt that settlements of disputed claims facilitate the efficient functioning of the judicial system."). As noted above the settlement satisfies all of the factors for consideration in approving a compromise. *See Iridium*, 478 F.3d at 462.

1. The Catholic Mutual Contribution of \$5,300,000 constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to the Catholic Mutual Certificates (other than the Preserved Coverage as defined in, and amended by the Settlement Agreement and the Plan). The Diocese has demonstrated a "sound business purpose" and that the sale aids the Diocese's reorganization. *See In re Haven Eldercare, LLC*, 390 B.R. 762, 770 (Bankr. D. Conn. 2008).

2. The allocation of \$50,000 of the Catholic Mutual and the Diocese as the

consideration to be paid by Catholic Mutual to purchase the Sold Certificates and Interests therein is fair, reasonable and reasonably equivalent to the value thereof and for the Interests of the Diocese and the Diocesan Associated Parties in the Sold Certificates.

3. The releases of the Catholic Mutual Parties by the Diocese and Diocesan Associated Parties in the Settlement Agreement and the sale to Catholic Mutual of the Sold Certificates and Interests therein all comply with the Bankruptcy Code and applicable non-bankruptcy law.

4. Catholic Mutual Contribution shall constitute Catholic Mutual's full and complete performance of any and all obligations with respect to the Catholic Mutual Certificates, including the Sold Certificates, other than the Preserved Coverage, including any performance owed to the Diocesan Associated Parties as defined in the Settlement Agreement, and exhausts all limits of liability of the foregoing Catholic Mutual Certificates other than the Preserved Coverage, including the Sold Certificates, and with respect to the foregoing Interests.

5. Upon entry of a Final Order approving the Settlement Agreement, the payment of the Catholic Mutual Contribution, and the occurrence of the Effective Date of the Plan all Interests the Diocesan Associated Parties may have had, may presently have, or in the future may have in the Catholic Mutual Certificates including Sold Certificates, other than the Preserved Coverage are released pursuant to the terms of the Settlement Agreement.

6. Other than Catholic Mutual's obligations for the Preserved Coverage, the Catholic Mutual Contribution when paid is in full and complete satisfaction of all of Catholic Mutual's past, present, and future obligations, including, without limitation, any obligations to any of the Diocesan Associated Parties under the Catholic Mutual Certificates, including the Sold Certificates, other than the Preserved Coverage, or arising therefrom, as to any and all Claims against Catholic Mutual for insurance coverage or policy benefits of any nature whatsoever under

the Catholic Mutual Certificates, including the Sold Certificates, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, or otherwise arising under, relating to or connected with the Catholic Mutual Certificates, including the Sold Certificates.

7. The Diocese is authorized to transfer the Sold Certificates and Interests therein free and clear of all Liens, Claims and Interests. As used herein, “Liens, Claims and Interests” means (a) all interests of the Diocese and its Bankruptcy Estate in, to and under the Sold Certificates, (b) all interests in, to, and under the Sold Certificates of any Person other than the Diocese or its Bankruptcy Estate (including all Abuse Claimants and Diocesan Associated Parties), and (c) all interests in, to and under the Sold Certificates of any other Person claiming coverage by, through, or on behalf of any of the Diocese and other Diocesan Associated Parties; any other Insurer; and any holder of a Claim; in each case within the meaning of “interest” as used in sections 363(f) and 1123(a)(5)(D) of the Bankruptcy Code, and also including but not limited to Liens (as defined by Section 101(5) of the Bankruptcy Code), Claims (as defined by Section 101(5) of the Bankruptcy Code), and all other liabilities, encumbrances, rights, remedies, and restrictions of any kind or nature whatsoever, whether arising before or after the Petition Date, and other rights as an insured, co-insured or additional insured or other rights of any nature, whether *in rem* or *in personam*, liquidated or unliquidated, contingent or non-contingent, senior or subordinate, whether at law or equity, including all claims or rights based on any theory of successor or transferee liability, all environmental claims, all changes in control provisions, (b) all rights to object or consent to the effectiveness of the transfer to Catholic Mutual of the Sold Certificates and Interests therein, and (c) all rights at law or equity.

8. Upon entry of a Final Order approving the Settlement Agreement, the payment of the Catholic Mutual Contribution and the occurrence of the Effective Date of the Plan, the Sold Certificates and Interests therein of the Diocese and Diocesan Associated Parties shall be sold to Catholic Mutual and such Interests shall be terminated and of no further force and effect.

9. Upon entry of a Final Order approving the Settlement Agreement, the payment of the Catholic Mutual Contribution and the occurrence of the Effective Date of the Plan, all persons and entities who have asserted, could have asserted, or otherwise may in the future assert a cause of action against the Diocese or the Sold Certificates and Interests therein relating to their Liens, Claims and Interests, are forever barred, estopped and permanently enjoined from asserting such causes of action or Liens, Claims and Interests against Catholic Mutual, its successors in interest, Affiliates, and assignees and against the Sold Certificates and Interests therein of whatsoever nature. This injunction is in addition to the Channeling Injunction and Supplemental Settled Insurer Injunction contained in the Plan and the order confirming the Plan.

10. The Diocese is authorized to take any and all actions necessary to consummate the Settlement Agreement, including any and all actions necessary to close on the sales of the Sold Certificates and Interests therein, including but not limited to the execution of Bills of Sale in forms substantially similar to that attached hereto as Exhibit 1, on behalf of the Diocese and the Diocesan Associated Parties pursuant to the power of attorney granted by the Diocesan Associated Parties in the Settlement Agreement.

11. Catholic Mutual is entitled to all of the protections given to a good faith purchaser of the Sold Certificates and Interests therein within the meaning of §363(m) of the Bankruptcy Code. *In re Golfers' Warehouse, Inc.*, No. 09-21911, 2009 WL 8188903, at *3 (Bankr. D. Conn. July 9, 2009); *In re O.W. Bunker Holding N. Am., Inc.*, No. 14-51720, 2014 WL 7669372, at *4 (Bankr. D. Conn. Dec. 8, 2014).

12. The Court retains exclusive jurisdiction to interpret, enforce and implement the terms and provisions of the order approving the sales.

13. This Order is not stayed as provided by Rule 6004(h), and the Diocese and Catholic Mutual may close on the sales without delay, pursuant to the terms of the Plan and the Settlement

Agreement.

END OF ORDER

EXHIBIT 1

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made and entered into as of _____, 2024, by and between the Norwich Diocesan Corporation (the “Diocese” as defined below), the Diocesan Associated Parties, and The Catholic Mutual Relief Society of America (“Catholic Mutual”). All capitalized terms used herein without definition have the meanings set forth in the Catholic Mutual Settlement Agreement dated [●], 2024, among the Diocese, Catholic Mutual, and Diocesan Associated Parties or the Plan.

WITNESSETH:

WHEREAS, the Diocese owns the Sold Certificates; and

WHEREAS, the Diocese and Diocesan Associated Parties have agreed to sell the Sold Certificates, together with all of their respective right title and interest therein and thereto, free and clear of all Liens, Claims and Interests of all Persons including all Interests of the Diocesan Associated Parties and any other Person or Entity claiming coverage by, through, or on behalf of any of the Diocesan Associated Parties, any other insurer, and any holder of a Channeled Claim, and Catholic Mutual has agreed to purchase and buy back the Sold Certificates, in consideration of the payment of a purchase price of \$50,000 (the “Purchase Price”) allocated from the Catholic Mutual Contribution and other good and valuable consideration under the Settlement Agreement and Plan; and

WHEREAS, the Purchase Price is the fair market value of the Sold Certificates;

NOW, THEREFORE, in consideration of the payment of the Purchase Price by Catholic Mutual to the Trust, the Diocese and Diocesan Associated Parties do hereby sell, transfer, and assign to Catholic Mutual, and Catholic Mutual does hereby accept, all of the Diocese’s and Diocesan Associated Parties’ right, title, and interest in and to the Sold Certificates together with all Interests therein.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment as of the date first above written.

The Norwich Diocesan Corporation

By: _____
Most Reverend [●]

The Catholic Mutual Relief Society of America

By: _____

Name: _____

Title: _____

Contact:

Exhibit C – Form of Abuse Claim Release

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

ACA³

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)

³ 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

Plan Exhibit K

Mount St. John Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Settlement Agreement”) is hereby made by, and between the Diocese and Mount St. John, upon the Effective Date of the Plan, and the Trustee for the Trust (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, numerous individuals have asserted certain Abuse Claims against Mount St. John and against the Diocese in relation to Mount St. John;

WHEREAS, Mount St. John and the Diocese may have defenses to and hold claims and causes of action against each other for indemnity, reimbursement, contribution, subrogation, or similar relief that, directly or indirectly, relates to Abuse Claims (collectively, the “Contribution Claims”);

WHEREAS, as of August 31, 2023, Mount St. John owed the Diocese \$1,533,596 in principal, interest and other amounts due (the “MSJ Mortgage Claim”) as evidenced by that certain Commercial Promissory Note (the “Note”) dated May 16, 2019, by Mount St. John made payable to the order of the Diocese, as thereafter modified and amended, and secured by that certain Open-End Mortgage granted from Mount St. John to the Diocese recorded at Volume 243, Page 875 of the Land Records of Deep River, Connecticut, as thereafter modified and amended (and together with the Note and all other related loan documents, the “MSJ Mortgage Documents”);

WHEREAS, interest and other costs continue to accrue on the MSJ Mortgage Claim pursuant to the MSJ Mortgage Documents;

WHEREAS, as of August 31, 2023, Mount St. John was further indebted to the Diocese for amounts loaned by the Diocese on Mount St. John’s behalf in the amount of \$842,404.66 (the “Unsecured Claim”, together with the MSJ Mortgage Claim, the “MSJ Debt”);

WHEREAS, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Petition Date, commencing the Bankruptcy Case;

WHEREAS, the Diocese and Mount St. John, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and fully and finally resolve or otherwise address any and all claims and causes of action between and among them, including, but not limited to, the Abuse Claims, the Abuse Related Contribution Claims and the MSJ Debt;

WHEREAS, the Plan Proponents jointly proposed the Plan which provides for, *inter alia*, the reorganization of the Diocese and contributions made by the Diocese and certain other parties-in-interest including Mount St. John to the Trust for the benefit of the Abuse Claimants;

WHEREAS, Mount St. John wishes to obtain the benefits of a “Participating Party” provided for in the Plan including, without limitation, the releases and Channeling Injunction set forth in the Plan;

WHEREAS, in exchange for the consideration provided to Mount St. John as set forth in this Settlement Agreement and the Plan, Mount St. John has agreed either to pay the Net Proceeds (as defined in Section 3.4.3 below) realized from the sale of or to transfer to the Trust’s designee, all of its right, title and interest in the Real Estate (as defined in Section 3.3.2 below) known as 135 Kirtland Street, Deep River, Connecticut, and more particularly described in Exhibit A appended hereto, on the terms and conditions set forth in this Settlement Agreement and the Plan;

WHEREAS, the Parties intend that this Settlement Agreement shall be appended to and incorporated into the Plan, shall be an integral part of the Plan and shall be heard contemporaneously with the Court’s consideration of confirmation of the Plan; and

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

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in Plan to the extent defined therein, or in the Bankruptcy Code.

1.1 The following terms shall have the meaning ascribed to them in the Plan: “Abuse Claim”, “Abuse Claimant”, “Abuse Claim Release”, “Bankruptcy Case”, “Bankruptcy Code”, “Bankruptcy Court”, “Business Day”, “Channeled Claim”, “Channeling Injunction”, “Claim”, “Co-Defendant”, “Committee”, “Confirmation Order”, “Debtor”, “Diocese”, “Diocese Parties”, “Disclosure Statement”, “Effective Date”, “Insurer”, “Late-Filed Abuse Claim”, “Medicare Claim”, “MMSEA”, “Mount St. John”, “Mount St. John Parties”, “MSPA”, “Non-Appealable Order”, “Non-Settling Insurers”, “Parishes”, “Participating Parties”, “Person”, “Petition Date”, “Proof of Claim”, “Reorganized Debtor”, “Trust”, “Trust Agreement”, “Trust Documents”, “Trustee”, “Unknown Abuse Claim”, “Unknown Abuse Claimant”, “Unknown Abuse Claims Representative”, “Unknown Abuse Claims Trust”, the “Unknown Abuse Claims Trust Agreement”, “Unknown Abuse Claims Trust Documents” and the “Unknown Abuse Claims Trustee”.

1.2 “Bankruptcy Orders” means, collectively, the Procedures Order, and the Confirmation Order.

1.3 “Net Proceeds” has the meaning ascribed to it in Section 3.5 of this Settlement Agreement.

1.4 “Parties” means the Diocese and Mount St. John.

1.5 “Pension Plan” means that certain Mount Saint John, Inc. Defined Benefit Pension Plan administered by Mount St. John as Plan Administrator.

1.6 “Plan” means the Joint Chapter 11 Plan of Reorganization filed as Dkt. No. ____ on September 6, 2024, as same may hereafter be revised, modified, or amended.

1.7 “Plan Effective Date” means the date on which the conditions to the occurrence of the Effective Date have been satisfied as set forth in the Plan.

1.8 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan and providing the relief described in Section 2.5 of this Settlement Agreement in form and substance acceptable to the Parties.

1.9 “Settlement Agreement” means this Settlement Agreement and Abuse Claim Release, as revised, modified, or amended.

1.10 “Settlement Agreement Effective Date” means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 are satisfied.

1.11 “Settlement Contribution” means the contribution required by Article III of this Settlement Agreement and the Plan to be made by Mount St. John directly to the Trust consisting in either the Net Proceeds realized from the sale of or the transfer of title to the Real Estate, on the terms and conditions set forth in this Settlement Agreement and the Plan.

1.12 “Solicitation Procedures Motion” means the motion filed in the Bankruptcy Case seeking approval of certain solicitation procedures in connection with voting on the Plan.

1.13 For purposes of this Settlement Agreement:

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

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

(3) the phrase “relating to” or “relates to” means “with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with”;

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

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

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

(7) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

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

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

The Exhibits to this Settlement Agreement include the following:

Exhibit A	Legal Description of Real Estate
Exhibit B	[INTENTIONALLY OMITTED]
Exhibit C	Abuse Claim Release
Exhibit D	[INTENTIONALLY OMITTED]
Exhibit E	Depiction of Road
Exhibit F	[INTENTIONALLY OMITTED]
Exhibit G	Promissory Note
Exhibit H	Open-End Mortgage Deed and Security Agreement

ARTICLE II THE BANKRUPTCY CASE AND PLAN

2.1 Plan. The Diocese shall diligently prosecute the confirmation of the Plan, and the approval of all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not be amended to deprive the Mount St. John Parties of any right or benefit under this Settlement Agreement or otherwise adversely affect the interests of Mount St. John under this Settlement Agreement without Mount St. John's consent. The Plan shall include, without limitation, the following provisions:

2.1.1 The Plan shall create a Trust and an Unknown Abuse Claims Trust which shall be responsible, as applicable, for making any and all payments to Abuse Claimants entitled to receive payments pursuant to the Plan. The Plan shall provide that the Settlement Contribution shall be contributed to the Trust pursuant to the conditions of Article III of this Settlement Agreement. The Plan shall also provide for the assignment of the MSJ Mortgage Documents and the MSJ Debt by the Diocese to the Trust.

2.1.2. The Plan shall include the Channeling Injunction in substantially the form and substance set forth in Section 13.6 of the Plan, with only such modifications that are acceptable to the Parties.

2.1.3 The Plan, the Trust Agreement and the Unknown Abuse Claims Trust Agreement shall require each holder of an Abuse Claim (including an Unknown Abuse Claim), except for Opt-Out Claimants, to execute and deliver an Abuse Claim Release in the form of Exhibit C, with only such modifications that are acceptable to the Parties.

2.1.4. The Plan shall provide for releases by and among all Participating Parties, including Mount St. John Parties, in the form set forth in Section 13.13 of the Plan; provided, however, that such releases shall exclude the MSJ Debt.

2.1.5. The Plan shall incorporate this Settlement Agreement and the release contained in Section 4.1 of this Settlement Agreement by reference and make this Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that this Settlement Agreement is binding on Mount St. John, the Trustee and the Trust, the Unknown Abuse Claims Trustee and the Unknown Abuse Claims Trust, the Diocese, the other Diocese Parties, the other Participating Parties, the Reorganized Diocese, the parties in interest in the Bankruptcy Case (including all persons holding Claims), and any of the foregoing Persons' successors and assigns.

2.1.6. The Plan shall not be amended to conflict with this Settlement Agreement or to diminish any protections provided to the Mount St. John Parties in the releases, injunctions or exculpations contained in the Plan or any of the other provisions set forth in Section 2.2 of this Settlement Agreement, without the written consent of Mount St. John.

2.2. Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.2.1 The Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction in the form set forth in the Plan, (c) approve the form of

Abuse Claim Release to be provided by holders of Abuse Claims, and (d) provide that this Settlement Agreement is binding on Mount St. John, the Trustee and the Trust, the Unknown Abuse Claims Trustee and the Unknown Abuse Claims Trust, the Diocese, the Reorganized Debtor, the other Diocese Parties, the other Participating Parties, the parties in interest in the Bankruptcy Case (including all persons holding Claims), and any of the foregoing Persons' successors and assigns.

2.2.2. The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to the Mount St. John Parties.

2.2.3. In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a Confirmation Hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded Mount St. John under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

2.3. Solicitation Procedures Order. In connection with the filing of the Plan and the Disclosure Statement, the Diocese shall file and prosecute the Solicitation Procedures Motion seeking the entry of a Procedures Order that approves (a) the adequacy of the Disclosure Statement, (b) the content and form of the confirmation hearing notice, (c) the content and form of the ballots for classes eligible to vote under the Plan including the form of the Abuse Claim Release, (d) the procedures for voting to accept or reject the Plan, (e) the voting deadline, (f) the tabulation procedures, and (g) the publication notice and publication procedures, in each case in form and substance reasonably satisfactory to Mount St. John.

ARTICLE III SETTLEMENT CONTRIBUTION TO TRUST

3.1 Conditions Precedent. This Settlement Agreement shall become effective and binding on the Parties only after the following conditions have first been satisfied:

3.1.1 This Settlement Agreement has been executed by all Parties in form and substance acceptable to the Parties;

3.1.2 The Bankruptcy Court has entered the Procedures Order; and

3.1.3 The Confirmation Order has entered approving the Plan, including approving the Channeling Injunction and the form of Abuse Claim Release in favor of the Participating Parties.

3.2 Notice of this Settlement Agreement Effective Date. Within three (3) Business Days after all of the conditions precedent contained in Section 3.1 are satisfied, the Diocese or Reorganized Diocese (as applicable) shall provide the Parties with notice of this Settlement Agreement Effective Date.

3.3 Settlement Contribution to Trust. Subject to the terms and conditions set forth in this Article III, Mount St. John shall transfer to the Trust or the Trustee's designee either: (i) the Net Proceeds realized at the closing of title for the sale of the Real Estate (the "Closing") if Mount St. John effectuates such Closing during the Real Estate Sale Period (as defined below); or (ii) at any time on or after the Effective Date upon the written request of the Trustee but no later than immediately after the end of the Real Estate Transfer Period, all of Mount St. John's right, title and interest in the Real Estate (the "Transfer," and, in either event, the "Settlement Contribution"), including the following:

3.3.1 The fee simple estate in the real property describe on Exhibit A appended hereto, free from all encumbrances whatsoever except encumbrances specifically set forth on Exhibit A, together with all reversions, remainders, easements, rights, interests, claims, privileges, rights-of-way, hereditaments and appurtenances thereto and all of Mount St. John's right, title and interest in and to all strips of land, streets, alleys and other public ways abutting or adjoining such real property and in and to any stream or body of water bounding said real property ("Land");

3.3.2 All existing buildings or other improvements, structures and open parking facilities thereon and all heating, plumbing and electrical fixtures and all other fixtures belonging and attached thereto, and all plants, trees and other appurtenances located upon, over or under the Land ("Improvements" which, together with the Land are hereinafter collectively compromise the "Real Estate");

3.3.3 All right, title and interest of Mount St. John in and to all existing governmental permits, licenses, certificates, consents and authorizations, including, without limitation, certificates of occupancy, relating to the Real Estate, to the extent assignable (the "Permits"); and

3.3.4 All right, title and interest of the Debtor in and to all site plans, surveys, soil studies, architectural drawings, all engineering and architectural plans and specifications, and all environmental assessment reports, engineering, structural or physical inspection reports, in Mount St. John's possession relating to the Real Estate (the "Plans").

3.4 Sale of Real Estate by Mount St. John During the Real Estate Sale Period. Subject to the provisions of this Article III:

3.4.1 MSJ Cooperation. For a period of time not to exceed one year following the Effective Date (the “Real Estate Sale Period”), Mount St. John, while retaining title to and exclusive possession of the Real Estate, shall reasonably cooperate, in good faith, in the Trustee’s efforts to sell the Real Estate. The Trustee shall 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 sale process shall not materially prejudice Mount St. John without its written consent, which shall not be unreasonably withheld. During the Real Estate Sale Period and through the Transfer of title by Mount St. John to the Trustee’s designee, Mount St. John’s reasonable cooperation as provided herein 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.

3.4.2 MSJ Maintenance. During the Real Estate Sale Period and through either the Closing, the Transfer or the waiver exercised in accordance with Section 3.12 below, which ever occurs first, Mount St. John shall continue to maintain and keep the Real Estate in substantially the same condition as in existence as of the date of this Agreement, and Mount St. John agrees not to commit waste upon the Real Estate, or to remove or permit the removal of anything from the Real Estate without the written consent of the the Trustee (on or after the Effective Date); provided, however, that the Trustee for the Trust shall arrange and pay for directly during the Real Estate Sale Period: (i) the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas); (ii) the removal of snow and ice from walks and driveways; (iii) periodic visits and inspections of the property and other security as determined by the Trustee in the exercise of their reasonable discretion; and (iv) utilities at the Real Estate, and Mount St. John shall reasonably cooperate in these regards.

3.4.3 MSJ Coverage. During the Real Estate Sale Period and through either the Closing, the Transfer or the waiver exercised in accordance with Section 3.12 below, Mount St. John shall obtain and maintain insurance and/or coverage by Catholic Mutual Relief Society of America 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 this Plan, and will pay promptly, when due, any premiums on such insurance, and the Trustee for the Trust shall reimburse Mount St. John for the actual out-of-pocket cost for such insurance (currently, for coverage through June 30, 2024, in the amount of \$23,029, and to be pro rated as of the Effective Date); provided, however, that Mount St. John shall obtain and maintain for the duration of the Real Estate Sale Period and through the Transfer 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, Mount St. John 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. Mount St. John 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. Mount St. John agrees that any sums which may become payable under such insurance shall name on the payment Mount St. John and the Trustee. Mount St. John will require all insurance policies or coverage certificates 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, Mount St. John 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.

3.4.4 At the Closing of the sale of the Real Estate effectuated by Mount St. John during the Real Estate Sale Period in accordance with the terms and conditions of this Article III, Mount St. John shall deliver to the Trustee the Net Proceeds realized from the sale of Real Estate.

3.5 In this Settlement Agreement, "Net Proceeds" shall mean the gross purchase price paid by the purchaser at the Closing for the Real Estate less the following amounts, in the corresponding order of priority:

3.5.1 Escrows funded and credits due the purchaser at Closing and other amounts payable by the Trustee's designee pursuant to the applicable purchase and sale contract, as amended and/or modified (if applicable);

3.5.2 State and local conveyance taxes due at Closing;

3.5.3 Real estate taxes due to the Town of Deep River through the date of Closing;

3.5.4 Brokerage commission due, if any(not to exceed 5%);

3.5.5 The balance due from Mount St. John to Liberty Bank secured by that certain Open End Mortgage and Security Agreement from Mount St. John to Liberty Bank dated August 8, 1996, and recorded August 8, 1996, in Volume 143, Page 283 of the Deep River Land Records, as corrected, amended and/or modified;

3.5.6 The balance due from Mount St. John to State of Connecticut secured by Certificates of Tax Lien (i) dated February 25, 2015, and recorded April 23, 2015, at Volume 231, Page 684 of the Deep River Land Records; (ii) dated May 23, 2017, and recorded May 30, 2017, at Volume 238, Page 249 of the Deep River Land Records; and (iii) dated April 28, 2020, and recorded April 30, 2020, at Volume 246, Page 742 of the Deep River Land Records;

3.5.7 The balance due from Mount St. John to the Norwich Roman Catholic Diocesan Corporation or its assignee secured by that certain Open-End Mortgage from Mount St. John, Inc. a/k/a Mount Saint John, Inc. to The Norwich Roman Catholic Diocesan Corporation dated May 15, 2019, and recorded May 21, 2019, in Volume 243, Page 875 of the Deep River Land Records, as corrected, amended and/or modified;

3.5.8 The unfunded pension benefit liability escrow amount in the amount of \$363,097.50 demanded and agreed to by the Pension Benefit Guaranty Corporation (“PBGC Escrow”) based upon a standard termination of the Pension Plan under 29 U.S.C. § 1341(b), subject to refund pursuant to Section 3.8 below; and

3.5.9 Goldberg Kohn Ltd.’s reasonable legal fees incurred on account of its legal representation of Mount St. John, Inc. in the Bankruptcy Case and in connection with the sale of the Real Estate in an amount not to exceed \$175,000.

No other amounts shall be deducted from the gross purchase price paid by the purchaser of the Real Estate at Closing without the written consent of the Trustee.

3.6 Transfer of Real Estate to Trust. In the absence of a prior Closing on the sale of the Real Estate by Mount St. John during the Real Estate Sale Period, the following shall apply:

3.6.1 At any time on or after the Effective Date upon the written request of the Trustee delivered to Mount St. John, but no later than immediately after the end of the Real Estate Transfer Period, Mount St. John shall promptly Transfer by Quitclaim Deed to the Trustee’s designee in accordance with Section 3.3 above the Real Estate.

3.6.2 To facilitate the Transfer of the Real Estate to the Trustee’s designee when and if required pursuant to this Settlement Agreement, Mount St. John and the Trustee shall execute and deliver such other documents and instruments as may be reasonably necessary to complete the Transfer provided for in this Settlement Agreement, including as may be reasonably necessary to convey good and marketable title, subject, however, to the encumbrances and other interests set forth in Section 3.5.

3.6.3 At the Closing on the sale of the Real Estate by the Trustee’s designee or at such later date as may be reasonably necessary despite the Trustee’s best efforts, the Trustee shall cause the amounts set forth in Sections 3.5.1 through 3.5.9 (as applicable) to be paid from the proceeds realized from the sale of the Real Estate, in the order of priority set forth therein, and the Trustee’s designee shall retain the Net Proceeds for the sole and exclusive benefit of the Trust and its beneficiaries.

3.7 Cooperation in Efforts to Establish and Defend Right of Way.

3.7.1 The Parties acknowledge and agree that they have a common interest in establishing and/or defending a right of way or other easements in favor of the owner of the Real Estate, and its successor and assigns, with respect to the presently existing access road between Kirtland Street, Deep River, Connecticut, and the Real Estate (the “Right of Way”), as described in the Depiction of the Road appended hereto as Exhibit E, and that they will cooperate in the joint pursuit of their common interests to the extent permitted by law pursuant to any and all applicable common interest doctrines.

3.7.2 To that end, Mount St. John shall attempt to obtain from the owners of the servient estates voluntarily their deeds providing for the Right of Way. If not so voluntarily obtained, immediately after the Effective Date, Mount St. John shall zealously and diligently endeavor to establish and/or defend the Right of Way and in consultation with the Trustee through litigation commenced by Mount St. John against such owners of the servient estates including for declaratory judgment determining the existence of prescriptive easements, or otherwise. Mount St. John shall not retain counsel to represent it in connection with such litigation without the prior written consent of the Trustee, which consent shall not be unreasonably withheld.

3.7.3 The Parties recognize that facts and information known by one Party may assist the other in the development of discovery that will assist in seeking and obtaining relief in then pending or any future litigation. The Parties acknowledge and agree that their interests will be best served if the Parties can exchange information subject to the continued protection of any applicable privileges. In sharing information, documents, strategies, and resources with each other, the Parties expressly preserve and retain the privilege conferred by the work-product doctrine, the attorney-client privilege, rules of protection from disclosure, and all other privileges during any proceeding that may arise in relation to those matters listed in the recitals. Nothing contained herein, however, will obligate a Party to provide any confidential information to any other Party.

3.7.4 The Parties agree that they intend to, and will, maintain the confidentiality of the shared materials unless authorized by the other Party. Each Party agrees that it will protect confidential information from disclosure to non-Parties, other than counsel or consultants to any of the Parties, using the same degree of care used to protect its own confidential or proprietary information of like importance. Moreover, each Party will, on a best efforts basis, mark hard copies and e-mails or other electronic data containing confidential information provided to any other Party with some or all of the following words: “Confidential Legal Materials, Subject To Common Interest Privilege, Attorney-Client Privilege and Attorney Work Product.” Failure to so mark the materials, however, will not be treated as waiving the common interest privilege. The inadvertent disclosure of such information or materials contrary to this provision shall not waive any privilege or

confidentiality of such information or materials relative to any person or entity not a Party to this Settlement Agreement, i.e., such disclosure shall not be considered a public or privilege-waiving disclosure of the information or materials.

3.7.5 Confidential information shared in furtherance of this agreement shall not be used by any receiving Party(ies) against the Party(ies) sharing the information.

3.7.6 Regardless of the full performance or the termination of this Settlement Agreement, this Section 3.7 shall continue to protect all shared materials disclosed by the Parties prior to the termination. All Parties will continue to be bound by this Agreement with regard to any shared materials provided, disclosed, received, learned, or obtained through this Agreement. Upon the full performance or termination of this Settlement Agreement, the Parties will return or destroy any confidential information received in accordance with this Settlement Agreement if so requested by the original sharing Party.

3.7.7 The Trust shall pay the reasonable out-of-pocket expenses of Mount St. John incurred in connection with any litigation commenced by Mount St. John (including reasonable legal fees and disbursements), but the Trust shall not be responsible to reimburse Mount St. John for its time spent in such cooperation or the salaries or costs of fringe benefits or similar expenses paid by Mount St. John to its officers, directors, employees, other personnel and agents while endeavoring to establish or defend the Right of Way.

3.7.8 Nothing contained in this Section 3.7 is intended to create an attorney-client relationship for the purposes of conflicts or otherwise, and the fact that any Party has entered into this Settlement Agreement shall not in any way preclude such Party's counsel from representing any interest that may be construed to be adverse to any other Party to this Settlement Agreement, during the term hereof or after expiration or any earlier termination of the Settlement Agreement. The terms and conditions contained herein, and the fact that any Party has entered into this Settlement Agreement, shall not in any way be used as a basis for seeking to disqualify such Party's counsel from representing such Party in the above identified matter.

3.7.9 No Party acting alone may waive the Common Interest/Joint Prosecution Privilege recognized by this Section 3.7; the Common/Interest/Joint Prosecution Privilege recognized by this Section 3.7 may be waived only by the unanimous consent of all the Parties as expressed in writing.

3.7.10 If any person or entity, requests or demands, by subpoena or otherwise, any materials subject to this Section 3.7, the Party who received (or whose attorneys received)

the request or demand will advise the person or entity seeking the materials that such materials are privileged and may not be disclosed without the consent of the Party(ies) who furnished them, unless ordered by a court of competent jurisdiction. Unless and until written notice is received from the affected Party(ies) that all applicable rights and privileges are waived, the recipient of the request or demand will take all reasonable steps to permit the assertion of all applicable rights and privileges with respect to the materials and will cooperate fully with the affected Party(ies) and its (their) attorneys in any judicial or administrative proceeding relating to the disclosure of such materials.

3.8 Mount St. John, in its capacity as Plan Administrator for the Pension Plan, shall take any and all reasonable actions necessary to complete the standard termination of the Pension Plan under 29 U.S.C. § 1341(b), and, upon the completion of such standard termination, any refund due from the PBGC Escrow shall be immediately paid to the Trust. To the extent Mount St. John lacks the financial ability to pay for the legal, actuarial and other administrative costs to complete the standard termination of the Pension Plan, the Diocese shall fund such costs in order to complete the standard termination. In the event the Pension Benefit Guaranty Corporation or any other person seeks to hold any person who is, as of the date hereof, a current officer, director or manager of Mount St. John (hereinafter, a “MSJ Officer”) personally responsible for or liable for any unfunded pension obligations related to Mount St. John, the Diocese shall indemnify and hold such MSJ Officer harmless with respect to such asserted pension liability; *provided, however*, that the foregoing Diocese indemnification of MSJ Officers shall not alter or amend the obligation hereunder of the Trustee and/or Mount St. John to fund the PBGC Escrow, as provided herein.

3.9 Reserved.

3.10 Subject to the terms and conditions set forth in this Article III, to further evidence and to secure Mount St. John’s obligations pursuant to this Settlement Agreement, within ten (10) days of the Settlement Agreement Effective Date, Mount St. John shall duly execute and deliver to the Trustee the Promissory Note in the form appended hereto a Exhibit G and the Open-End Mortgage Deed and Security Agreement against all of Mount St. John’s right, title and interest in the Real Estate in the form appended hereto as Exhibit H.

3.11 Subject to the provisions of the Plan and, in particular, Sections 9.4 through 9.11 of the Plan, in full and final settlement of all responsibilities for any and all Abuse Claims, Mount St. John shall pay the Settlement Contribution to the Trust in accordance with this Settlement Agreement and, in particular, without limitation, this Article III, and the Parties further agree as follows:

3.11.1 The Parties agree that the Settlement Contribution is the total amount Mount St. John is obligated to pay on account of the release and channeling of any and all Abuse Claims and other Channeled Claims to the Trust and the Unknown Abuse Claims Trust.

3.11.2 The Parties further agree that under no circumstance will Mount St. John ever be obligated to make any additional payments in excess of the Settlement Contribution to, or on behalf of any and all Abuse Claims and other Channeled Claims.

3.11.3 The Parties agree and jointly represent that (a) the consideration provided and to be provided by Mount St. John pursuant to this Settlement Agreement (including the Settlement Contribution and the releases set forth below) constitutes fair and reasonable exchanges for consideration granted to the Mount St. John Parties in this Settlement Agreement, including the injunctions, releases and indemnifications set forth in this Settlement Agreement and the Plan, and (b) the consideration provided and to be provided by the Diocese and the other Diocese Parties pursuant to this Settlement Agreement (including the releases set forth below) constitute a fair and reasonable exchange for the consideration granted to Mount St. John, the other Mount St. John Parties, the Diocese and the other Diocese Parties in this Settlement Agreement (including the Settlement Contribution and release provided by Mount St. John). Mount St. John is not acting as a volunteer in paying the Settlement Contribution, and Mount St. John's payment of the Settlement Contribution reflects potential liabilities and obligations to the Abuse Claimants, the Diocese and the other Diocese Parties of amounts Mount St. John allegedly is obligated to pay on account of any and all Claims.

3.12 At any time on and after the Effective Date and before receiving the Transfer of the Real Estate pursuant to Section 3.6, at the Trustee's sole and absolute discretion, the Trustee may waive and relinquish the Trust's right to receive the Settlement Contribution upon delivery of written notice of such waiver and relinquishment to Mount St. John and in such event the following shall apply: (i) the Parties shall have no further obligations under this Article III with respect to the Real Estate including, but not limited to, those obligations arising pursuant to Sections 3.3 through 3.10 (but excluding those obligations applicable to share materials as preserved by Section 3.7.6 which shall continue in full force and effect); (ii) the Trust shall mark the original Secured Promissory Note "VOID" and deliver the original to Mount St. John; and (iii) the Trust shall provide Mount St. John with a duly executed release of the Mortgage Deed; provided, however, that, notwithstanding the foregoing, this Settlement Agreement shall otherwise remain in full force and effect including, but not limited, the releases provided herein.

3.13 For the avoidance of doubt, on or before immediately after the expiration of the Real Estate Sale Period, the Trustee must either have: (i) received the Net Proceeds from the Closing pursuant to Section 3.4.5; (ii) received the Transfer of the Real Estate pursuant to Section 3.6; or (iii) waived and relinquished the Trust's right to receive the Settlement Contribution pursuant to Section 3.12.

ARTICLE IV RELEASES

4.1 Diocese's and the other Diocese Parties' Release of Mount St. John Parties. Upon the Settlement Agreement Effective Date, the Diocese and all of the other Diocese Parties hereby fully, finally, and completely release, remise, acquit, and forever discharge Mount St. John and the other Mount St. John Parties from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date and that directly or indirectly arise out of or relate to: (a) any and all Abuse Claims, and (b) any and all other Channeled Claims; provided, however, that the foregoing shall not release the MSJ Debt or the MSJ Mortgage Documents.

4.2 Mount St. John's Release of the Diocese Parties and Diocese Parties. Upon the Settlement Agreement Effective Date, the Mount St. John Parties hereby fully, finally, and completely remise, release, acquit, and forever discharge the Diocese and the other Diocese Parties from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of or relate to any of the following: (a) any and all or Abuse Claims, and (b) any and all other Channeled Claims .

4.3 Limited Release. This Settlement Agreement in no way releases any Claims held by Abuse Claimants against religious orders, Opt-Out Claims, and all Claims directly against Persons who are not Participating Parties, including the Non-Settling Insurers, who will remain severally liable on any Claims and does not excuse any other Person who may be jointly and severally liable with Mount St. John or any Participating Party with respect to an Abuse Claim from paying such other Person's full pro rata share of any liability to any Abuse Claimant. The releases provided for in this Settlement Agreement are further limited to the extent provided in the Plan with respect to Non-Settling Insurers and Non-Settling Insurer Policies and, specifically, to the extent provided in Sections 9.4 through 9.22 of the Plan.

4.4 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under or arising pursuant to this Settlement Agreement.

ARTICLE V TERMINATION OF THIS SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate its participation in this Settlement Agreement prior to this Settlement Agreement Effective Date, at their sole and absolute election, if any of the following conditions occur:

5.1.1 The Procedures Order does not enter and become a Non-Appealable Order within 90 days after the date on which this Settlement Agreement is executed by all the

Parties; and the Confirmation Order does not enter and become a Non-Appealable Order within 180 days after the date on which this Settlement Agreement is executed by the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or fails to object to the confirmation of a chapter 11 plan by another Person, that is inconsistent with the terms of this Settlement Agreement or the provisions of the Plan referenced herein; or

5.1.3 The Bankruptcy Court confirms a plan of reorganization for the Diocese in lieu of the Plan that is consistent with this Settlement Agreement without the consent of Mount St. John.

5.1.4 The Debtor duly files a notice of termination in accordance with Section 12.5 of the Plan.

5.1.5 The Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of this Settlement Agreement by any party, this Settlement Agreement shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations as if this Settlement Agreement never existed.

ARTICLE VI REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Bankruptcy Case.

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

6.2 Representations of the Diocese. The Diocese and the other Diocese Parties each represent and warrant as follows:

6.2.1 The Diocese and the other Diocese Parties have not assigned, and shall not assign, the MSJ Debt, except as provided by this Settlement Agreement.

6.3 Representation of Mount St. John. Mount St. John and each of the other Mount St. John Parties represent and warrant as follows:

6.3.1 Mount St. John hereby confirms and acknowledges the accuracy of the representations set forth in the Recitals including, but not limited to, that it is indebted and obligated to the Diocese in the amounts stated in the Recitals as of the dates stated;

6.3.2 Neither this Settlement Agreement nor any other agreement entered in connection herewith or pursuant to the terms hereof including the Plan, shall be deemed or construed to be a compromise, satisfaction, reinstatement, accord and satisfaction, novation or release of any of the MSJ Debt or the MSJ Mortgage Documents, or any rights or obligations thereunder, or a waiver by the Diocese of any of its rights under the MSJ Debt or the MSJ Mortgage Documents or at law or in equity;

6.3.3 Neither this Settlement Agreement nor any other agreement executed in connection herewith pursuant to the terms hereof, nor any actions taken pursuant to this Agreement or such other agreement shall be deemed to cure any Event of Default which may exist under the MSJ Mortgage Documents, or to be a waiver by Diocese of any Event of Default under the MSJ Mortgage Documents, or of any rights or remedies in connection therewith or with respect hereto, evidencing the parties' intention that Mount St. John's obligations under the MSJ Mortgage Documents shall remain in full force and effect;

6.3.4 All Liens, security interests, rights and remedies granted to the Diocese for its benefit under the MSJ Mortgage Documents are hereby renewed, confirmed and continued;

6.3.5 Mount St. John reaffirms the validity, binding effect and enforceability of each of the MSJ Debt and the MSJ Mortgage Documents, and acknowledge that Mount St. John is liable to the Diocese for the full amount of the principal and interest evidenced by the MSJ Mortgage Documents, without offset, deduction, claim, counterclaim, defense or recoupment of any kind.

ARTICLE VII INSURER CLAIMS

7.1 Insurer Claims. Mount St. John shall not seek reimbursement for any payments it was obligated to make under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any Insurer of the Diocese or other Diocese

Parties unless that Insurer first seeks contribution, subrogation, indemnification, or similar relief from Mount St. John.

ARTICLE VIII MISCELLANEOUS

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Person not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

8.2 The Parties shall take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

8.3 The Parties shall cooperate with each other in connection with the Plan, the Confirmation Order, the Procedures Order, and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

8.4 This Settlement Agreement constitutes an integral part of the Plan, and this Settlement Agreement in conjunction with the Plan express the entire agreement and understanding between and among the Parties. This Settlement Agreement and the Plan shall be interpreted consistently with each other and neither document alone shall control such interpretation.

8.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements

made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

8.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII hereof, or (b) any possible action or proceeding between Mount St. John and any of its reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Mount St. John's obligations under any of the Mount St. John insurance certificates or any other binder or certificate of coverage or any acknowledgement of coverage issued by Mount St. John with respect to any Claims against Mount St. John.

8.8 None of the Parties shall make any public statements or disclosures (a) regarding each other's rationale or motivation for negotiating or entering into this Settlement Agreement or (b) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied.

8.9 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement may be assigned without the prior written consent of the other Parties and an Order of the Bankruptcy Court obtained on notice to the Parties approving such assignment or transfer.

8.10 The Parties have received the advice of counsel in the preparation, drafting, and execution of this Settlement Agreement, which was negotiated at arm's length.

8.11 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.12 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese or the Reorganized Diocese (as applicable) or the other Diocese Parties:

Fr. Peter Langevin, S.T.B., Ph.L.
Chancellor
The Diocese of Norwich
201 Broadway
Norwich, CT 06360
E-Mail: chancellor@norwichdiocese.

with a copy to:

Louis T. DeLucia
Alyson Fiedler
Ice Miller LLP
1500 Broadway, 29th Floor
New York, NY 10036
E-Mail: louis.delucia@icemiller.com
alyson.fiedler@icemiller.com

- and -

Patrick M. Birney
Robinson & Cole LLP
One State Street
Hartford, CT 06103
E-Mail: pbirney@rc.com

If to the Diocese Parties:

Fr. Peter Langevin S.T.B., Ph.L.
Chancellor
The Diocese of Norwich
201 Broadway
Norwich, CT 06360
E-Mail: chancellor@norwichdiocese.net

with a copy to:

Louis T. DeLucia
Ice Miller LLP
1500 Broadway, 29th Floor
New York, NY 10036
E-Mail: louis.delucia@icemiller.com

- and -

Patrick M. Birney
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
E-Mail: pbirney@rc.com

If to Mount St. John:

Mount St. John, Inc.
6 Taylor Drive
Portland, Connecticut 06480
Attention: William J. Russell
Email: brussell46@aol.com

with a copy to:

Kenneth S. Ulrich
Goldberg Kohn Ltd.
55 E. Monroe Street, Suite 3300
Chicago, Illinois 60603

8.13 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

8.14 All of the Persons included in the definition of the Diocese, the other Diocese Parties, Mount St. John, the other Mount St. John Parties, the Participating Parties, the Trust and the Trustee are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.15 The Diocese, the other Diocese Parties, Mount St. John, the other Mount St. John Parties, the Trustee and the Trust shall be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.16 The following rules of construction shall apply to this Settlement Agreement:

8.17.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.17.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and

regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.17.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

8.17.4 The use of the terms “intend”, “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.17.5 Requirements that the form of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

8.17 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Connecticut law.

8.18 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order unless this Settlement Agreement is terminated pursuant to Article V of this Settlement Agreement.

8.19 This Settlement Agreement shall be effective on this Settlement Agreement Effective Date.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

Mount Saint John, Inc.

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

[Signature Pages Continue on Following Pages]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

**The Norwich Roman Catholic
Diocesan Corporation**

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

[Signature Pages Continue on Following Pages]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

The Trust

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

Exhibit A – Legal Description

Five certain pieces or parcels of land, situated in the Town of Deep River, County of Middlesex and State of Connecticut, bounded and described as follows:

FIRST PIECE: Beginning at a point where the northerly line of the land now or formerly of the C.V.G.&M. Co., intersects the westerly line of the right of way of the C.V.R.R. Co.; thence along said right of way N. 25° W 345 feet; thence S. 57° W. 638 feet 6 in. to stone fence and parallel to northerly line of C.V.G.&M. Co.; thence S. 24° 24' E 340 feet 5 in. to said line of the C.V.G.&M. Co.; thence east along said line to point of beginning containing 5 acres, more or less.

SECOND PIECE: Beginning at a point where the northerly line of the land of the C.V.G.&M. Co., intersects the easterly line of land of the C.V.R.R. Co.; and thence running Northerly along said easterly line of the C.V.R.R. Co. N. 25° W. 345 feet; thence N. 57° E. 180 feet to low water mark of the Connecticut River; thence southerly along low water mark line of said River 345 feet to northerly line of property of C.V.G.&M. Co.; thence along said company's line S. 57° W to the point of beginning, containing 1-29/100 acres.

THIRD PIECE: Continuing from the end of the course S. 57° W. 114 feet; thence S. 24° 24' E. 340 feet and 5 in. to the division line between property now or formerly of Daniel Duggan to land of the C.V.G.&M. Co.; thence east along said line to the division line between properties now or formerly of the heirs of Daniel Duggan and Emma F. Cary, 114 feet; thence N. 24° 24' W 340 feet along said division line to the point of beginning.

FOURTH PIECE: Bounded North by Saw Mill Cove, so-called; East by the Connecticut River; South by land now or formerly of the Hartford Roman Catholic Diocesan Corporation; and West by land of the New York, New Haven and Hartford Railroad Company, containing five acres, more or less.

FIFTH PIECE: Bounded North by Saw Mill-Cove, so-called, by land now or formerly of Anderson, by land now or formerly of Mrs. Albert Olin and by land now or formerly of Samuel Williams, partly by each; East by land of the New York, New Haven and Hartford Railroad Company; South by land now or formerly of the Hartford Roman Catholic Diocesan Corporation, by land now or formerly of Fanny Arnold and by land now or formerly of Mabel Post (Passes or Parker), partly by each; West by land now or formerly of Gilbert Laplace, by land now or formerly of W. H. Johnson, by land now or formerly of Samuel Williams, by land now or formerly of Mrs. Albert Olin, and land now or formerly of Oscar Anderson, partly by each, and contains sixty-five acres, more or less.

The above described parcels are the same conveyed to Mount St. John, Inc. by deed of The Norwich Roman Catholic Diocesan Corporation, dated July 26, 1985 and recorded in the Land Records of said Town of Deep River in volume 105, page 809.

Excepting therefrom those two certain parcels of land as set forth in a Certificate of Taking dated March 23, 1988 and recorded on said date in volume 116, page 307 of said Deep River Land Records; said parcels being more particularly bounded and described as follows:

FIRST PARCEL: Beginning at a point, said point being 153.20 feet northwesterly from an iron pin, said pin being the intersection of the southeasterly and northeasterly property lines of land owned now or formerly by Chapman. Thence running N 60° 35' 18" W along land of Chapman for a distance of 51.16 feet to a point; thence turning to a northeasterly direction along the northerly proposed right-of-way of Winter Avenue Extension along a radius to the left of 895.0 feet for a distance of 279.44 feet to a point; thence running along said northerly right-of-way N 1° 03' 00" W a distance of 50.12 feet to a point; thence running along said northerly right-of-way along a radius to the right of 280.0 feet for a distance of 341.24 feet to a point; thence running along said northerly right-of-way N 68° 46' 37" E for a distance of 204.65 feet to a point; thence turning a right angle and running S 21° 13' 23" E for a distance of 50.00 feet to a point; thence turning a right angle and running along said southerly right-of-way line S 68° 46' 37" W a distance of 204.65 feet to a point; thence running along said southerly right-of-way along a radius to the left of 230.00 feet a distance of 280.30 feet to a point; thence running along said southerly right-of-way line S 1° 03' 00" E a distance of 50.12 feet to a point; thence running along said southerly right-of-way line along a radius to the right of 945.00 feet for a distance of 306.19 feet to a point, said point being the point of beginning. The area of this right-of-way is 42,918 square feet or 0.99 acres. The above referenced parcel is more particularly defined on a certain map or plan entitled: "TOWN OF DEEP RIVER, CONNECTICUT, SANITARY SEWER EASEMENT NO. 1 ACROSS THE PROPERTY OF MOUNT ST. JOHN INC. AND PARCELS 1 & 2 TO BE PURCHASE BY THE TOWN OF DEEP RIVER FROM MOUNT ST. JOHN INC., SCALE: 1"=40', MAGUIRE GROUP INC.,

ARCHITECTS/ENGINEERS/PLANNERS DATED 9/14/87, DECLARED SUBSTANTIALLY CORRECT TO AN A-2 ACCURACY, VINCENT M. CANGIANO, P.E. & L.S. NO. 4150" which map or plan is on file or to be filed in the Office of the Town Clerk, town of Deep River, to which reference may be had.

SECOND PARCEL: Water Pollution Control Facility Site

Beginning at a point, said point being the southeasterly property corner of the herein described parcel of land, and also being the proposed northeasterly property corner of the right-of-way for Winter Avenue Extension and located as shown on a certain map or plan entitled: "TOWN OF DEEP RIVER, CONNECTICUT, SANITARY SEWER EASEMENT NO. 1 ACROSS THE PROPERTY OF MOUNT ST. JOHN INC. AND PARCELS 1 & 2 TO BE PURCHASED BY THE TOWN OF DEEP RIVER FROM MOUNT ST. JOHN INC., SCALE; 1"=40', MAGUIRE GROUP INC., ARCHITECTS/ENGINEERS/PLANNERS DATED 9/14/87, DECLARED SUBSTANTIALLY CORRECT TO AN A-2 ACCURACY, VINCENT M. CANGIANO, P.E. & L.S. NO. 4150", which map or plan is on file or to be filed in the office of the Town Clerk, Town of Deep River, to which reference may be had.

Thence running from said point along the said northerly right-of-way line of Winter Avenue Extension S 68° 46' 37" W for a distance of 204.65 feet to a point; thence running along said northerly right-of-way line along a radius to the left of 280.00 feet for a distance of 121.32 feet to a point; thence turning and running N 55° 08' 30" W along land of Mount St. John Inc. for a distance of 463 +/- feet, more or less, to the southerly edge of the Deep River; thence running northeasterly along the southerly side of the Deep River for a distance of 620 +/- feet, more or to a point; thence turning and running S 21° 13' 23" E for a distance of 492 +/- feet, more or less, to

a point, said point being the point of beginning. The total area of this parcel is 222,331 +/- square feet or 5.1 +/- acres, more or less.

Said premises are subject to:

1. Real Estate taxes to the Town of Deep River on the list of October 1, 2019 and October 1, 2020 – reported delinquent.
2. Real Estate taxes to the Town of Deep River on the list of October 1, 2021 and thereafter.
3. Three certain easements taken pursuant to a Certificate of Taking dated March 23, 1988 and recorded in Volume 116, Page 307 of the Deep River Land Records.
4. A consent order with the State of Connecticut, Department of Environmental Protection dated June 9, 1999 and recorded July 12, 1989 in Volume 120, Page 870 of the Deep River Land Records.
5. Special Permit recorded in Volume 124, Page 341 of the Deep River Land Records.
6. Open End Mortgage and Security Agreement in the original principal amount of \$700,000.00 from Mount St. John, Inc to Liberty Bank dated August 8, 1996 and recorded August 8, 1996 in Volume 143, Page 283 of the Deep River Land Records; as amended by First Amendment dated November 1, 2006 and recorded November 1, 2006 in Volume 201, Page 926 of the Deep River Land Records; as modified by First Modification dated June 30, 2008 and recorded June 30, 2008 in Volume 209, Page 376 of the Deep River Land Records; as modified by Second Modification Agreement dated July 1, 2013 and recorded January 16, 2014 in Volume 228, Page 215 of the Deep River Land Records.
7. Assignment of Leases and Rentals from Mount St. John, Inc. to Liberty Bank dated August 8, 1996 and recorded August 8, 1996 in Volume 143, Page 308 of the Deep River Land Records.
8. Grant Award in the original principal amount of \$30,775.00 as set forth in the agreement by and between the Department of Children and Families and Mount Saint John, Inc. recorded November 24, 2009 in Volume 213, Page 871 of the Deep River Land Records.
9. Owner's Lien Agreement in favor of the State in the amount of \$30,775.00 as set forth in the Grant Award (Volume 213, Page 871) recorded November 24, 2009 in Volume 213, Page 867 of the Deep River Land Records.
10. Special Permit recorded in Volume 229, Page 289 of the Deep River Land Records.
11. Tax Lien in favor of the State of Connecticut v. Mount St. John, Inc. dated February 25, 2015 and recorded April 23, 2015 in Volume 231, Page 684 of the Deep River Land Records.

12. Tax Lien in favor of the State of Connecticut v. Mount St. John, Inc. dated May 23, 2017 and recorded May 30, 2017 in Volume 238, Page 249 of the Deep River Land Records.
13. Open-End Mortgage in the original principal amount of \$500,000.00 from Mount St. John, Inc. a/k/a Mount Saint John, Inc. to The Norwich Catholic Diocesan Corporation dated May 15, 2019 and recorded May 21, 2019 in Volume 243, Page 875 of the Deep River Land Records. See Also: Corrected Mortgage – dated May 28, 2019 and recorded June 5, 2019 in Volume 243, Page 1063 of the Deep River Land Records. (Original Mortgage Deed lacked required Witness signatures) See Also: Note and Mortgage Modification and Reaffirmation Agreement - recorded in Volume 245, Page 361 of the Deep River Land Records. See Also: Note and Mortgage Modification and Reaffirmation Agreement - recorded in Volume 246, Page 451 of the Deep River Land Records. See Also: Note and Mortgage Modification and Reaffirmation Agreement - recorded in Volume 249, Page 724 of the Deep River Land Records.
14. Tax Lien in favor of the State of Connecticut v. Mount St. John, Inc. dated April 28, 2020 and recorded April 30, 2020 in Volume 246, Page 742 of the Deep River Land Records.
15. Tax Liens in favor of the Town of Deep River recorded in Volume 251, Page 590 and Volume 255, Page 21 of the Deep River Land Records.
16. Grant Award in the original principal amount of \$75,000.00 as set forth in the agreement by and between the Department of Children and Youth Services and Mount Saint John, Inc. recorded July 13, 1990 in Volume 123, Page 314 of the Deep River Land Records.
17. Grant Award in the original principal amount of \$103,880.00 as set forth in the agreement by and between the Department of Children and Youth Services and Mount Saint John, Inc. recorded August 24, 1990 in Volume 123, Page 589 of the Deep River Land Records.

Exhibit B

[INTENTIONALLY OMITTED]

Exhibit C

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

Exhibit D –

[INTENTIONALLY OMITTED]

DEPICTION OF THE ROAD



Exhibit F

[INTENTIONALLY OMITTED]

Exhibit G – Secured Promissory Note

MOUNT ST. JOHN, INC.

PROMISSORY NOTE

\$10,000,000.00

_____, 2024

FOR VALUE RECEIVED, Mount St. John, Inc. a/k/a Mount Saint John, Inc., a Connecticut specially chartered corporation (the “**Company**”), promises to pay to [_____] *Trustee for the NRCD Abuse Claims Trust, and not individually*, or his permitted assigns (“**Holder**”), in lawful money of the United States of America, the principal sum of Ten Million Dollars (\$10,000,000.00), or such lesser amount as shall equal the Net Proceeds. This Promissory Note (this “**Note**”) is issued pursuant to that certain Settlement Agreement and Release by and between Company, Holder, and The Norwich Roman Catholic Diocesan Corporation effective as of [_____] __, 2024 (“**Settlement Agreement**”) as evidence of the indebtedness provided for thereunder. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Settlement Agreement.

Payments. All unpaid principal, together with any other amounts payable hereunder or under the Settlement Agreement, shall be due and payable as provided in the Settlement Agreement.

Settlement Agreement. This Note is entitled to the benefits of the Settlement Agreement, including the representations, warranties, covenants and conditions, contained or granted therein. This Note is secured pursuant to that certain Open-End Mortgage Deed and Security Agreement between Company and Holder entered into on the same date herewith (“**Mortgage**”).

Miscellaneous.

Successors and Assigns; Transfer.

Subject to the restrictions on transfer described in this Section 30, the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

Neither party may assign their rights, interests or obligations hereunder except as set forth in (and subject to the terms of) the Settlement Agreement.

Amendment. This Note shall not be amended without the prior written consent of the Company and the Holder.

Notices. All notices, requests, demands, consents, instructions and other communications required or permitted hereunder shall be in writing and shall be given in accordance with Section 8.12 of the Settlement Agreement.

Waivers. The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices and demands relative to this instrument. No renewal, extension, amendment, or increase of this Note, no release of or failure to perfect a security interest in any collateral now or hereafter securing repayment of this Note, and no delay or failure on the part of Holder in enforcing this Note or in exercising any right or power hereunder or under the Settlement Agreement or Mortgage, or under applicable law, shall operate as a waiver or affect the obligations of the Company hereunder or under said other instruments. No single or partial exercise by Holder of any right or remedy hereunder or under any of said other instruments, or under applicable law shall preclude or estop any other or further exercise thereof or the exercise by Holder of any other right or remedy.

Governing Law. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the United States of America and the State of Connecticut.

Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction with respect to the subject matter of this Note including any and all claims and causes of action arising under or related to this Note; provided however, the courts of the State of Connecticut, including any federal court located therein, shall also have jurisdiction over the subject matter of this Note only if and to the extent the Bankruptcy Court cannot exercise or properly abstains from exercising jurisdiction over the subject matter of this Note.

(Signature Page Follows)

The Company has caused this Note to be issued as of the date first written above.

COMPANY:

MOUNT ST. JOHN, INC.

By: _____

Name: _____

Title: _____

Exhibit H –Mortgage Deed

OPEN-END MORTGAGE DEED AND SECURITY AGREEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT *Mount Saint John, Inc. A/K/A Mount St. John, Inc.*, a Connecticut specially chartered corporation with a mailing address of 6 Taylor Drive, Portland, CT 06480, Attn: William J. Russell ("Grantor", "Borrower" and/or "Mortgagor"), for good and valuable consideration received to the Grantor's full satisfaction from [_____] *Trustee for the NRCD Abuse Claims Trust, and not individually*, with a mailing address of [_____] ("Grantee" and/or "Lender"), does hereby give, grant, bargain, sell, alienate, convey and confirm unto the Grantee, its successors and assigns, forever, the following property, interests and rights (collectively, the "Mortgaged Property"):

(a) All that certain plot, piece or parcel of land, with the buildings and improvements now or hereafter placed thereon, situate, lying and being in the Town of Deep River, County of Middlesex and State of Connecticut, and more particularly bounded and described in Schedule A annexed hereto and made a part hereof, commonly known as 135 Kirtland Street and Winter Avenue Extension, Deep River, Connecticut ("Premises").

(b) All the right, title and interest of the Grantor, now or hereafter acquired, in or to the land lying in the bed of any street, road or avenue, opened or proposed, and any and all sidewalks, plazas, alleys, strips and gores, in front of, adjoining or adjacent to said Premises; and any and all privileges, tenements, hereditaments, licenses, easements, rights, royalties, mineral, oil and gas rights, rents, issues and profits, water, water rights, and appurtenances, reversions and remainders belonging or in any way appertaining to the Premises.

(c) All right, title and interest of the Grantor in or to any and all equipment, inventory, furniture, machinery, apparatus, appliances, fittings, fixtures, chattels and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon or about the Premises or any part thereof, and used, usable, or intended for use in connection with the Premises or any present or future occupancy or operation of the Premises, and all renewals and replacements thereof and additions and accessions thereto, whether or not the same are or shall be attached to the Premises in any manner, or any buildings, structures or improvements now or hereafter situated on the Premises, building materials, supplies and other property stored or delivered to the Premises or other location for incorporation in the Premises or the operations of the Grantor;

(d) All of the Grantor's right, title and interest as lessee, user or beneficiary in to and under any and all leases, use agreements, access agreements and service agreements, oral or written, now or hereafter relating to any fixtures, machinery, appliances, equipment, furniture, or personal property not owned by Grantor but used or useable in connection with the Premises or

relating to any services supplied by or to the Grantor; all rents, royalties, issues, profits, revenues, income and other benefits of or from the Premises;

(e) All of Grantor's right, title and interest, as landlord or otherwise as owner of the Premises, in, to and under any and all leases, subleases, licenses, purchase and sales agreements now or hereafter relating to the Premises, all deposits in connection with such agreements, and all books and records reflecting payments and deposits under such agreements;

(f) All permits, licenses, approvals and other certificates now or hereafter relating to the Premises, all of Grantor's right, title and interest in and to all preliminary and final plans and specifications now or hereafter relating to the Premises;

(g) All of Grantor's contract rights, general intangibles, actions and rights in action relating to the Premises;

(h) All insurance proceeds and any and all unearned premiums, accrued, accruing or to accrue under any insurance policy or policies now or hereafter obtained by Grantor and all proceeds payable by reason of the conversion, voluntary or involuntary, of the Premises, the improvements and/or any other property or rights encumbered or conveyed hereby, or any part thereof, into cash or liquidated claims.

(i) Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Premises; and

(j) All extensions, additions, improvements, betterments, renewals, substitutions, and replacements of and to any of the foregoing collateral, and all proceeds and products of the foregoing collateral, and any and all further estate, right, title, interest, property, claim and demand whatsoever, either in law or in equity, of the Grantor, in or to any of the above.

TO HAVE AND TO HOLD the above granted and bargained Mortgaged Property, with the privileges and appurtenances thereof, unto the said Grantee, its successors and assigns, forever, to its and their own proper use and behoof. And also, the Grantor does for itself, its successors and assigns covenant with the Grantee, its successors and assigns, that at and until the ensealing of these presents they are well seized of the Mortgaged Property, have good indefeasible estate in FEE SIMPLE; and that the same is free from all encumbrances whatsoever, except encumbrances set forth in Exhibit A of the Settlement Agreement (collectively, the "Existing Encumbrances"), including, without limitation (i) that certain Open End Mortgage and Security Agreement from Mount St. John to Liberty Bank dated August 8, 1996, and recorded August 8, 1996, in Volume 143, Page 283 of the Deep River Land Records, as corrected, amended and/or modified and (ii) that certain Open-End Mortgage from Mount St. John, Inc. a/k/a Mount Saint John, Inc. to The Norwich Roman Catholic Diocesan Corporation dated May

15, 2019, and recorded May 21, 2019, in Volume 243, Page 875 of the Deep River Land Records, as corrected, amended and/or modified (collectively, the "Prior Mortgages").

AND FURTHERMORE, the Grantor does by these presents bind itself, its heirs, executors, administrators, successors and assigns, forever, to warrant and defend the above granted and bargained Mortgaged Property to the Grantee, its successors and assigns, against all claims and demand whatsoever, except the Existing Encumbrances and those additional encumbrances permitted hereunder or consented to by Grantee (collectively with Existing Encumbrances, "Permitted Encumbrances").

THE CONDITION OF THIS DEED IS SUCH THAT WHEREAS, Grantor is indebted to Grantee pursuant to a Promissory Note of even date herewith in the maximum principal amount of Ten Million (\$10,000,000.00) Dollars (the "Note"), attached hereto as Schedule B, such Note being made in connection with the Settlement Agreement and Release entered into on or around the date herewith between Grantor, Grantee and The Norwich Roman Catholic Diocesan Corporation ("Settlement Agreement"); and

WHEREAS, the Grantee is desirous of securing the prompt payment of the Note together with any other indebtedness accruing to it pursuant to the terms of the Note or this Mortgage (sometimes hereafter referred to as the "indebtedness"); and

WHEREAS, IN CONSIDERATION OF THE FOREGOING, AND IN ORDER TO MORE FULLY PROTECT THE SECURITY OF THIS MORTGAGE, GRANTOR REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. **Competence to Execute.** The Grantor has full power and authority to execute and deliver the Note, this Mortgage, all other mortgage instruments, security agreements, and all other agreements and documents required of it, to the Grantee.
2. **Legal Tender, Joint and Several Liability.** The Grantor shall pay all the indebtedness evidenced by the Note, including, but not limited to, all outstanding principal (collectively, the "Mortgage Debt") in lawful money of the United States at the times and in the manner set forth in the Note.
3. **Taxes, Assessments, Other Charges and Future Laws.** All real estate taxes, other taxes, assessments, sewer rents, water rates and other charges of any kind now or hereafter levied or assessed upon the Mortgaged Property or any part thereof, or upon the Note, or upon the interest of the Grantee in the Mortgaged Property, and any governmental or municipal charges and impositions for which lien rights exist shall be paid pursuant to the terms of the Settlement Agreement and that certain Joint Plan of Reorganization [United States Bankruptcy Court of the District of Connecticut, Case No. 21-20687 (JJT), Dkt. No. ____] (the "Plan").
4. **Hazard Insurance.** Subject to the terms of the Plan and Settlement Agreement including any right to payment and reimbursement by the Grantee, the Grantor shall keep the Mortgaged

Property and any and all alterations, rebuilding, replacements and additions thereto, insured for the benefit of the Grantee as required under the Settlement Agreement, and all corresponding insurance proceeds shall be administered as set forth in the Settlement Agreement, subject to the Prior Mortgages.

5. **Maintenance and Repair.** Subject to the terms of the Plan and Settlement Agreement including any right to payment and reimbursement by the Grantee, the Grantor shall maintain the Mortgaged Property in its existing condition, reasonable wear and tear and damage by casualty excepted.

6. **Alteration or Demolition.** The Grantor agrees that no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or structurally altered without the prior written consent of the Grantee.

7. **Restrictions on Sale and Use of Property, Etc.** The Grantor shall at all times own the Mortgaged Property and will not sell, assign, lease, encumber, mortgage, grant a security interest in, suffer change in title or ownership of, or otherwise transfer, or vest title in anyone other than the Grantor, to all or any part of the Mortgaged Property while any part of the Mortgaged Debt remains unpaid, except with the Grantee's prior written consent. Further, unless required by applicable law or unless the Grantee has otherwise agreed in writing, the Grantor shall not allow changes in the nature of the occupancy for which the Premises were intended on the date of this Mortgage, including, but not limited to, any change in any private restrictive covenant or private restrictions, if any, limiting or defining the uses which may be made of any part of the Premises, nor shall the Borrower initiate a change in the zoning classification of the Premises, without the prior written consent of the Grantee.

8. **Eminent Domain.** In the event that the whole or any part of the Mortgaged Property shall be taken by eminent domain, or in the event of any alteration of the grade of any street or highway, or if any other injury to or decrease in value of the Mortgaged Property, or the reacquisition of the whole or any part of the Mortgaged Property pursuant to the terms of any redevelopment plan or agreement affecting the Mortgaged Property or if any agreement shall be made between the Grantor and any entity vested with the power of eminent domain, any and all awards and payments on account thereof shall be deposited with the Grantee. The Grantor shall give the Grantee immediate notice of the actual or threatened commencement of any of the foregoing proceedings, and shall deliver to the Grantee copies of all papers served in connection with any such proceedings. Subject to the rights of the mortgagees under the Prior Mortgages, the Grantee shall have the right to intervene and participate in any proceedings in connection with any such taking and any reasonable costs and expenses incurred by the Grantee in connection therewith shall be payable by the Grantor on demand, unless such intervention shall be prohibited by the court having jurisdiction over such taking, in which event the Grantor shall consult with the Grantee in connection with such proceedings; and, except as required by the Prior Mortgages, the Grantor shall not enter into any agreement with regard to the Mortgaged Property or any award or payment on account thereof unless the Grantee shall have consented thereto in writing. Subject to the rights of the mortgagees under the Prior Mortgages, the Grantor hereby appoints the Grantee its attorney-in-fact, coupled with an interest, and authorizes, directs

and empowers such attorney, at the Grantee's option, on behalf of the Grantor, to adjust, compromise and settle the claim for any such award or payment, to collect, receive and retain the proceeds thereof, to endorse the Grantor's name on all documents and instruments in connection therewith, and to give proper receipts therefor. The Grantor further agrees, on request, to make, execute, and deliver to the Grantee any and all assignments and other instruments, as the Grantee may require, to confirm or assign all such awards and payments to the Grantee free and clear of any and all encumbrances of any nature whatsoever.

Notwithstanding any such taking, alteration of grade, other injury to or decrease in value of the Mortgaged Property, or reacquisition of title, or agreement, the Grantor shall continue to be liable under the Note for the Mortgage Debt. Any reduction in the Mortgage Debt resulting from the application by the Grantee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such application. The proceeds of any award or payment, after deducting the expenses of collection, including, but not limited to, attorneys' and other professional fees and other costs and disbursements incurred by the Grantee, may be applied by the Grantee, at its option, toward payment of the Mortgage Debt, whether or not same shall be then due or payable, or be paid over wholly or in part to the Grantor for the purposes of altering or restoring any part of the Mortgaged Property which may have been damaged as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property, or for any other purpose or object satisfactory to the Grantee, but the Grantee shall not be obligated to see to the proper application of any amount paid over to the Grantor, nor shall the amount so paid over to the Grantor be deemed a payment on the Mortgage Debt.

If prior to the receipt by the Grantee of such award or payment, the Mortgaged Property shall have been sold by foreclosure of this Mortgage, the Grantee shall have the right to receive said award or payment to the extent of the Mortgage Debt remaining unsatisfied after such sale of the Mortgaged Property, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and to the extent of the attorneys' and other professional fees, costs and disbursements incurred by the Grantee in connection with the collection of such award or payment.

9. **Protection of Lien, Costs and Indemnification.** The Grantor shall indemnify and hold the Grantee harmless from all costs, expenses and disbursements arising from the claims of any person or incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in which the Grantee may be a party, including, but not limited to, condemnation, bankruptcy and administrative proceedings, as well as any other proceedings wherein proof of claim is required to be filed, or incurred or expended for any reason in the defense, enforcement, protection or sustaining of the terms, lien or priority of this Mortgage. At its option, but without any liability for failure to do so, the Grantee may pay any

costs, expenses or disbursements required to be paid by Grantor under this Mortgage, and may perform any acts required under this Mortgage to be performed by the Grantor and incur the expense thereof, and the Grantor shall repay all such costs, expenses and disbursements to the Grantee on demand, and the same shall be included in the Mortgage Debt and be secured by this Mortgage.

Subject to the Plan and Settlement Agreement, the Grantee, in making any payment herein authorized in the place and stead of the Grantor which relates to: (i) taxes, assessments, water rates, sewer use and rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Mortgaged Property, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or (ii) insurance premiums, may do so according to any notice, bill, statement or estimate procured from the appropriate insurer without inquiry into the accuracy or validity thereof, or (iii) any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same, or (iv) the expense of repairs or replacement of any buildings, improvements, or any other Mortgaged Property, shall be the sole judge of the necessity for, and extent of, any such repairs or replacement shall be consistent, with other provisions of this Mortgage or (v) any other purpose not specifically enumerated in this Section, may do so whenever, in its judgment and discretion, such payment shall seem necessary or desirable to defend or protect the lien of this Mortgage, and provided further that in connection therewith, the Grantee, at its option, may, and is hereby authorized, to obtain a continuation report of title prepared by a title insurance company, the costs of which shall be included in the Mortgage Debt to be secure by this Mortgage.

10. **Waiver of Liens.** Subject to the Plan and Settlement Agreement, other than with respect to the Permitted Encumbrances, the Grantor shall furnish to the Grantee all such waivers and releases of liens or claims upon the Mortgaged Property as the Grantee may require, and shall keep and maintain the Mortgaged Property free from the claim of all persons supplying labor or materials in connection with the construction or repair of any building on the Premises, notwithstanding by whom such labor or materials may have been contracted. Subject to the Plan and Settlement Agreement, including any right to payment and reimbursement by Grantee, in the event that any mechanics lien is filed against the Mortgaged Property on account of labor, services, material and/or equipment furnished pursuant to a contract entered into by Grantor, the Grantor shall cause the same to be canceled or bonded and discharged of record within thirty (30) days after the date of filing thereof.

11. **Estoppel Certificate.** The Grantor shall certify by a writing, duly acknowledged, to the Grantee, or to any proposed assignee of this Mortgage, upon request, the amount of principal then owing on this Mortgage and whether any offsets or defenses exist against the Mortgage Debt, within five (5) Business Days of such request.

12. **Statement on Encumbrances.** Upon request by the Grantee, the Grantor shall use good faith efforts to obtain from all persons hereafter having or acquiring any interest in, or encumbrance on, the Mortgaged Property or any part thereof, a writing, duly acknowledged, stating the nature and extent of such interest or encumbrance.

13. **Receiver.** The Grantee, in any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Mortgaged Property, or upon the occurrence of an Event of Default, shall be at liberty to apply for the appointment of a receiver of the rents, issues, profits and security deposits of the Mortgaged Property without notice, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the Mortgage Debt, or the solvency of any person or corporation liable for the payment of such rental amounts.

14. **Reserved.**

15. **Right to Enter Premises.** The Grantee and any persons authorized by the Grantee shall have the right to enter and inspect the Mortgaged Property at all reasonable times and upon reasonable prior notice.

16. **No Waiver, Etc.** Subject to the Plan and Settlement Agreement, any failure by the Grantee to insist upon the strict performance by the Grantor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Grantee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Grantor, of any and all of the terms and provisions of this Mortgage. Subject to the Plan and Settlement Agreement, neither the Grantor nor any other person now or hereafter obligated for the payment of the Mortgage Debt, in whole or in part, shall be relieved of such obligation by reason of: (a) the failure of the Grantee to comply with any request of the Grantor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or any obligation secured by this Mortgage, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or of any obligor for the Mortgage Debt, and (c) any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and the Grantee extending the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of the Grantor or such other person, and in the latter event, the Grantor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification, unless expressly released and discharged in writing by the Grantee.

Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Premises, the Grantee may release the obligation of anyone at any time liable for the Mortgage Debt or any part of the Mortgaged Property and may extend the time of payment or otherwise modify the terms of the Note and/or this Mortgage without, as to the Mortgaged Property or the remainder thereof, in any way impairing or affecting the lien of this Mortgage, or the priority of such lien, as security for the payment of the Mortgage Debt as it may be so extended or modified, over any subordinate lien.

17. **Partial Foreclosure.** Subject to the Plan and Settlement Agreement, the Grantee may, at its option, foreclose this Mortgage for any portion of the Mortgage Debt or any other sums secured hereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due, but nothing contained in this Section shall impair or affect any right or remedy which the Grantee might now or hereafter have, were it not for this Section, and the right given by this Section shall be in addition to any others which the Grantee may have hereunder.

18. **Marshall.** The Grantee shall not be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Mortgaged Property not previously released, unless the entire Mortgage Debt hereby secured shall be paid in lawful money as aforesaid; and the Grantee shall not be required to accept any part or parts of the Mortgaged Property, as distinguished from the entire whole thereof, as payment of or upon said Mortgage Debt to the extent of the value of such part or parts; and the Grantee shall not be compelled to accept or allow any apportionment of said Mortgage Debt to or among any separate parts of the Mortgaged Property. In case of a foreclosure sale, the Mortgaged Property may be sold in one parcel and as an entirety or in such parcels, manner or order as the Grantee in its sole discretion may elect.

19. **Security Agreement.** This Mortgage shall constitute a Security Agreement within the meaning of the Connecticut Uniform Commercial Code (the "Code") with respect to any interests or property included in the definition herein of the words "Mortgaged Property", which interests or property may not be deemed to form a part of the real estate described in Schedule A or may not constitute a "fixture" (within the meaning of the Code). Accordingly, in addition to any other rights and remedies available to the Grantee hereunder, the Grantee shall have all the rights of a "secured party" under the Code, as amended from time to time. Furthermore, to the extent permitted by law, the Grantor hereby authorizes the Grantee to sign and file financing or continuation statements at any time with respect to any of the Mortgaged Property, without such financing statements being executed by, or on behalf of the Grantor. Notwithstanding the foregoing, the Grantor shall execute or cause to be executed such financing or continuation statements as required by the Grantee and shall reimburse the Grantee on demand for all costs and expenses of any kind incurred in connection therewith, including, without limitation, the Grantee's attorneys' fees.

20. **Rights and Remedies Cumulative.** Subject to the Plan and Settlement Agreement, to the extent permitted by law, the rights and remedies provided for in this Mortgage, or which the Grantee may have otherwise, at law or in equity (including, but not limited to, the right to damages by reason of the failure of the Grantor to keep, observe and perform any of the covenants and agreements contained in this Mortgage), shall be distinct, separate and cumulative, and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by the Grantee, shall be deemed to be in exclusion of any other, and any two or more of all such rights and remedies may be exercised at the same time. Further, the Grantee may resort for the payment of the Mortgage Debt to any other security therefor held by the Grantee, in such order or manner as the Grantee may elect.

If the Grantor has given the Grantee one or more mortgages other than this Mortgage with respect to the Mortgaged Property or any portion thereof, then all such mortgages, and all rights and remedies provided for in all such mortgages shall remain distinct and separate, and none of them shall merge or be merged with this Mortgage or any other mortgages.

21. **WAIVER OF RIGHTS.** THE GRANTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE GRANTEE MAY DESIRE TO USE. FURTHER, TO THE EXTENT PERMITTED BY LAW, THE GRANTOR DOES HEREBY WAIVE THE RIGHT TO REQUIRE THE POSTING OF A BOND IN CONNECTION WITH ANY PREJUDGEMENT REMEDY THE GRANTEE HEREOF MAY OBTAIN. FURTHER, THE GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL VALUATION, APPRAISEMENT, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS, NOW IN FORCE OR WHICH MAY HEREAFTER BECOME LAW.

22. **WAIVER OF JURY TRIAL.** THE GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS MORTGAGE IS A PART AND/OR THE ENFORCEMENT OF ANY OF THE GRANTEE'S RIGHTS AND REMEDIES. THE GRANTOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY. NO PARTY TO THIS MORTGAGE HAS AGREED WITH OR REQUESTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

23. **Reserved.**

24. **Reserved.**

25. **Event of Default.** Upon the occurrence of an Event of Default hereunder, the Mortgage Debt shall become due and payable forthwith at the option of the Grantee. Each of the following events shall be deemed to be an "Event of Default" hereunder, subject to the terms of the Plan and the Settlement Agreement: (i) failure to pay the Mortgage Debt when due under the Note, or this Mortgage; or (ii) failure to promptly observe, perform or comply with any obligation, condition or covenant to be observed, performed or complied with by the Grantor under this Mortgage, the Note or the Settlement Agreement which failure is not cured within thirty (30) days after written notice thereof; or (iii) the Grantor shall be dissolved or fail to retain the status of a specially chartered corporation, convey title, or be deprived of title, possession or control of

the Mortgaged Property by process or operation of law or order of any court, or if any foreclosure proceeding shall be instituted on any lien or mortgage of any kind affecting the Mortgaged Property; or (iv) the filing by or against the Grantor of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law, or the adjudication of them or any of them as a bankrupt, or the making of an assignment for the benefit of creditors, or the appointment of a receiver for any part of any of their respective properties; or (v) any material representation, warranty, or disclosure, or any statements, certificate or other data made by or furnished by the Grantor in this Mortgage, the Note or Settlement Agreement; or (vi) any merger or consolidation of the Borrower with or into another person, or change in the ownership, control or management of the Borrower, without the express written consent of Grantee in its sole and absolute discretion.

26. **Further Assurances, Attorney-In-Fact.** At any time, and from time to time, upon request of Grantee, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Grantee or to Grantee's designee, and cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Grantee may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the sole opinion of Grantee, be necessary or desirable in order to effectuate, complete, perfect, continue or preserve the liens and security interests created by this Mortgage as liens on the Mortgaged Property, whether now owned or hereafter acquired by Grantor, provided such documents and requests by Grantee are consistent with and provided for in the Plan and Settlement Agreement.

Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Grantee's sole opinion, to accomplish the matters referred to in this Section 26.

27. **Miscellaneous Provisions.**

(a) In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property, if the Grantee so consents, shall succeed to all the rights of the Grantor to the Mortgaged Property, including, without limitation, any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Grantee pursuant to the provisions hereof.

(b) Any demand by the Grantee upon the Grantor hereunder, or any notice required to be given hereunder shall be deemed sufficient and commercially reasonable notice and shall be effective when delivered to an overnight mail or messenger service or deposited in the mails, first class, postage prepaid, registered or certified mail, return receipt requested, to Grantor or Grantee, as the case may be, at its address first set forth above. Either of the parties hereto may

notify the other that any such notice shall be given to such other address as such party may so instruct by written notice similarly given.

(c) Any and all provisions of the Settlement Agreement is hereby made a part hereof to the same extent as if fully set forth herein. To the extent any provision of this Mortgage or the Promissory Note is inconsistent or conflict with the Plan or Settlement Agreement, as applicable, the terms and provisions of the Plan and Settlement Agreement shall control.

(d) The Grantor shall promptly give notice to the Grantee of any Event of Default by the Grantor, and shall notify the Grantee promptly of the occurrence of any of the following:

- (i) a fire or other casualty causing damage to the Mortgaged Property;
- (ii) receipt of notice of eminent domain proceedings or condemnation of the Mortgaged Property;
- (iii) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property, or any real property adjacent to the Mortgaged Property;
- (iv) substantial change in the use of the Mortgaged Property;
- (v) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property asserting that the Grantor is in breach of an obligation to such holder;
- (vi) commencement of any litigation affecting the Mortgaged Property;
- (vii) any contract or agreement with respect to any sale or other transfer of any part of the Mortgaged Property.

(e) Wherever used in this Mortgage, unless the context clearly indicates a contrary intent, or unless otherwise specifically provided herein, the word "Grantee" shall include "any subsequent holder or holders of this Mortgage"; the word "guarantor" shall include "sureties for the Grantor, co-makers, endorsers, and any person secondarily liable for, or in respect of, the Mortgage Debt"; the word "person" shall include "an individual, limited liability company, corporation, partnership, unincorporated association, or other entity". Unless otherwise provided herein, plural or singular shall include each other, and pronouns in any gender shall be construed as masculine, feminine or neuter as the context requires.

(f) If any term or provision of this Mortgage or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

(g) The captions or section headings used in this Mortgage are for convenience only and of no substance or significance, and shall not be used to interpret, modify or affect in any way the covenants and agreements herein contained.

(h) This Mortgage and the Note, shall be governed by and construed in accordance with the laws of the United States of America and the State of Connecticut and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(i) The Bankruptcy Court shall have continuing jurisdiction with respect to the subject matter of this Mortgage and the Note including any and all claims and causes of action arising under or related to this Mortgage and the Note; provided however, the courts of the State of Connecticut, including any federal court located therein, shall also have jurisdiction over the subject matter of this Note only if and to the extent the Bankruptcy Court cannot exercise or properly abstains from exercising jurisdiction over the subject matter of this Note.

28. **Open - End Provision.** This is an Open-End Mortgage as defined in subsection (c) of Section 49-2 of the Connecticut General Statutes, and the holder hereof shall have the rights and protections to which the holder of an Open-End Mortgage shall now or hereafter be entitled. At no time shall the principal amount of the debt secured by this Mortgage Deed exceed the original principal amount authorized nor shall the maturity of any advance secured hereby extend beyond the maturity of the original debt.

NOW, THEREFORE, subject to the terms of the Plan and the Settlement Agreement if the Note and any extensions or renewals thereof shall be well and truly paid according to their tenor, and if all agreements and provisions contained in the Note and herein are fully kept and performed, then this deed shall become null and void; otherwise to remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Open-End Mortgage Deed and Security Agreement this ____ day of _____, 2024.

Signed, sealed and delivered in the
presence of:

Mount St. John, Inc.

By: _____

Name: _____

Title: _____

State of Connecticut :
:
County of : ss:

Personally appeared _____, _____ of Mount St. John, Inc.,
signer and sealer of the foregoing instrument and acknowledged same to be his/her free act and
deed as such _____, and the free act and deed of said corporation, before me.

SCHEDULE A

Legal Description

SCHEDULE B

Copy of Note

Plan Exhibit L

Abuse Claim Release

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

Plan Exhibit M

[Intentionally Omitted]

Plan Exhibit N

[Intentionally Omitted]

Plan Exhibit O

Transferred Real Estate

The Transferred Real Estate consists in the following described Real Estate:

Bath Street Office, 11 Bath St. Norwich, CT 06360

Moss Property, 7 Otis St. Norwich, CT 06360

Tribunal, 17 Otis St., Norwich, CT 06360

Diocesan School Office, 25 Otis St Norwich, CT 06360

Vacant Office, 31 Perkins Ave., Norwich, CT 06704

St. Mary's School: that certain subdivided portion of the piece and parcel of real property known as 50-54 North Main Street, Jewett City (Griswold), Connecticut, and owned by St. Mary's Roman Catholic Church Corporation ("St. Mary's Church"), consisting in the approximately 1.5 +/- acre portion of the site with a 16,079 square foot masonry construction former school building with 8,020 square feet of partially finished walk out at grade basement area, and more fully described in that certain Real Estate Appraisal dated March 15, 2021, and prepared by Howard B. Russ, SRPA; for the avoidance of doubt, St. Mary's Church shall be solely responsible to effectuate the subdivision of the subject portion prior to the conclusion of Real Estate Sale Period, including, but not limited to, the payment of any and all necessary costs incurred, in order to transfer to the Trust good and marketable title thereto.

Each such piece and parcel of Transferred Real Estate shall include the following:

- (i) The fee simple estate in the real property, together with all reversions, remainders, easements, rights, interests, claims, privileges, rights-of-way, hereditaments and appurtenances thereto and all of RE Owner's right, title and interest in and to all strips of land, streets, alleys and other public ways abutting or adjoining such real property and in and to any stream or body of water bounding said real property ("Land");
- (ii) All existing buildings or other improvements, structures and open parking facilities thereon and all heating, plumbing and electrical fixtures and all other fixtures and major appliances belonging and attached thereto, and all plants, trees and other appurtenances located upon, over or under the Land unless expressly excluded below (collectively, the "Improvements" which, together with the Land are hereinafter collectively the "Real Estate");

- (iii) All right, title and interest of RE Owner in and to all existing governmental permits, licenses, certificates, consents and authorizations, including, without limitation, certificates of occupancy, relating to the Real Estate, to the extent assignable (the “Permits”); and
- (iv) All right, title and interest of the RE Owner in and to all site plans, surveys, soil studies, architectural drawings, all engineering and architectural plans and specifications, and all environmental assessment reports, engineering, structural or physical inspection reports, in RE Owner’s possession relating to the Real Estate (the “Plans”).

Plan Exhibit P

Executory Contracts

No.	DEBTOR	COUNTERPARTY NAME	CONTRACT DESCRIPTION	COUNTERPARTY ADDRESS	CURE AMOUNT
1	The Norwich Roman Catholic Diocesan Corporation	Aquinas Associates	Service Agreement	8117 Preston Road, Suite 300 Dallas, TX 75225	\$0.00
2	The Norwich Roman Catholic Diocesan Corporation	ATT Mobility	Service Agreement	P.O. Box 6416 Carol Stream, IL 60197	\$0.00
3	The Norwich Roman Catholic Diocesan Corporation	Benefit Administration Systems, LLC	Service Agreement	640 Freedom Business Center Suite 300 King of Prussia, PA 19406	\$0.00
4	The Norwich Roman Catholic Diocesan Corporation	Comcast	Service Agreement (Account Number: 901324858)	1701 JFK Boulevard Philadelphia, PA 19103	\$0.00
5	The Norwich Roman Catholic Diocesan Corporation	Comcast	Service Agreement (Account Number: 8773-40-200-0000444)	1701 JFK Boulevard Philadelphia, PA 19103	\$0.00
6	The Norwich Roman Catholic Diocesan Corporation	Comcast	Service Agreement (Account Number: 8773-40-200-1317276)	1701 JFK Boulevard Philadelphia, PA 19103	\$0.00
7	The Norwich Roman Catholic Diocesan Corporation	Crystal Rock	Equipment Lease	1050 Buckingham St. Watertown, CT 06795	\$0.00
8	The Norwich Roman Catholic	Dynamark Security Centers	Service Agreement	P.O. Box 1170 Tolland, CT 06084	\$0.00

No.	DEBTOR	COUNTERPARTY NAME	CONTRACT DESCRIPTION	COUNTERPARTY ADDRESS	CURE AMOUNT
	Diocesan Corporation				
9	The Norwich Roman Catholic Diocesan Corporation	Dynamark Security Centers	Service Agreement	P.O. Box 1170 Tolland, CT 06084	\$0.00
10	The Norwich Roman Catholic Diocesan Corporation	Dynamark Security Centers	Service Agreement	P.O. Box 1170 Tolland, CT 06084	\$0.00
11	The Norwich Roman Catholic Diocesan Corporation	John W. Bartok	Annuity Contract	[Address Redacted]	\$0.00
12	The Norwich Roman Catholic Diocesan Corporation	Kathleen Mazzotta	Annuity Contract	[Address Redacted]	\$0.00
13	The Norwich Roman Catholic Diocesan Corporation	Letter Concepts, Inc.	Service Agreement	Thomas Wilson P.O. Box 436 Kensington, CT 06037	\$0.00
14	The Norwich Roman Catholic Diocesan Corporation	Letter Concepts, Inc.	Service Agreement	Thomas Wilson P.O. Box 436 Kensington, CT 06037	\$0.00
15	The Norwich Roman Catholic Diocesan Corporation	Letter Concepts, Inc.	Service Agreement	Thomas Wilson P.O. Box 436 Kensington, CT 06037	\$0.00
16	The Norwich Roman Catholic Diocesan Corporation	Mercy High School Corporation	Lease Agreement	C/O The Office of the Principal 1740 Randolph Road Middletown, CT 06457	\$0.00

No.	DEBTOR	COUNTERPARTY NAME	CONTRACT DESCRIPTION	COUNTERPARTY ADDRESS	CURE AMOUNT
17	The Norwich Roman Catholic Diocesan Corporation	Mind Your Business	Service Agreement	305 E. 8th Avenue Hendersonville, NC 28792	\$0.00
18	The Norwich Roman Catholic Diocesan Corporation	Msgr. Henry N. Archambault	Annuity Contract	[Address Redacted]	\$0.00
19	The Norwich Roman Catholic Diocesan Corporation	Norwich Department of Utilities	Service Agreement	173 N. Main St. Norwich, CT 06360	\$0.00
20	The Norwich Roman Catholic Diocesan Corporation	Office of Radio & Television Daily Television Mass	Service Agreement	Archdiocese of Hartford 785 Asylum Avenue Hartford, CT 06105	\$0.00
21	The Norwich Roman Catholic Diocesan Corporation	Paycor	Service Agreement	4811 Montgomery Rd. Cincinnati, OH 45212	\$0.00
22	The Norwich Roman Catholic Diocesan Corporation	Pitney Bowes	Service Agreement	Cynthia Volpe 27 Waterview Drive Shelton, CT 06484	\$0.00
23	The Norwich Roman Catholic Diocesan Corporation	Pitney Bowes	Service Agreement	Cynthia Volpe 27 Waterview Drive Shelton, CT 06484	\$0.00
24	The Norwich Roman Catholic Diocesan Corporation	Pitney Bowes	Lease Agreement	Cynthia Volpe 27 Waterview Drive Shelton, CT 06484	\$0.00
25	The Norwich Roman Catholic	Rad Computing	Service Agreement	281 Hartford Turnpike No. 201	\$0.00

No.	DEBTOR	COUNTERPARTY NAME	CONTRACT DESCRIPTION	COUNTERPARTY ADDRESS	CURE AMOUNT
	Diocesan Corporation			Vernon, CT 06066	
26	The Norwich Roman Catholic Diocesan Corporation	Reta Trust	Service Agreement	John Stein One Market Plaza Spear Tower Suite 200 San Francisco, CA 94105	\$0.00
27	The Norwich Roman Catholic Diocesan Corporation	Right Networks	Service Agreement	14 Hampshire Drive Hudson, NH 03051	\$0.00
28	The Norwich Roman Catholic Diocesan Corporation	Rose Cropley	Annuity Contract	[Address Redacted]	\$0.00
29	The Norwich Roman Catholic Diocesan Corporation	USI Consulting Group	Service Agreement	95 Glastonbury Boulevard #102 Glastonbury, CT 06033	\$0.00
30	The Norwich Roman Catholic Diocesan Corporation	Xavier High School Corporation of Middletown	Lease Agreement	C/O The Office of the Principal 181 Randolph Road Middletown, CT 06457	\$0.00

Plan Exhibit Q

Mercy Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement Agreement”) is hereby made by and between the Diocese and Mercy.

RECITALS

WHEREAS, numerous individuals have asserted certain Abuse Claims against the Diocese, among others;

WHEREAS, as a result of the Abuse Claims, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Petition Date, commencing the Bankruptcy Case;

WHEREAS, the Diocese owns the Property and Mercy operates the School on the Property;

WHEREAS, the Committee has alleged that the Diocese holds certain claims against Mercy in relation to its receipt of transfers from the Diocese and its operation of the School, including Claims that may be recoverable under Bankruptcy Code §§ 544, 548 and 550, and the Connecticut Uniform Fraudulent Transfer Act, Conn. Gen. Stat. §§ 52-552a – 52-552l (the “Mercy Causes of Action”) and has through mediation argued that the Mercy Causes of Action should be assigned to the post-confirmation trust that will be established under the Plan for the benefit of Abuse Claimants. Mercy and the Diocese dispute such claims;

WHEREAS, Mercy timely filed an unliquidated proof of claim in the amount of one dollar (\$1.00) against the Diocese for indemnification and contribution related to the Abuse Claims, which the Debtor has classified in the Plan in Class 8 and Mercy has asserted claims arising from its Interests in the Property (collectively the “Mercy Claims” and together with the Mercy Causes of Action, the “Mercy Matters”);

WHEREAS, the Diocese and Mercy, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all issues related to the Mercy Matters and all other disputes between and among them;

WHEREAS, through this Settlement Agreement, and in exchange for and because of the sufficiency of the Mercy Consideration and the Plan Consideration, the Diocese intends to provide Mercy with a release related to the Mercy Causes of Action and with the benefit of the Plan provisions related to all Channeled Claims, including all Unknown Abuse Claims, Late-Filed Abuse Claims and any other Claim arising from, in connection with, or related to an Abuse Claim, that arose prior to the Plan Effective Date that are not also Opt-Out Claims; and Mercy intends to provide the Diocese with a general release related to the Mercy Claims and agree to the treatment of the Mercy Claims in the Plan.

WHEREAS, the Parties intend that the Settlement Agreement shall be approved by separate motion but shall be an integral part of the Plan and shall be heard contemporaneously with the Court's consideration of confirmation of the Plan; and

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

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in Plan to the extent defined therein, or in the Bankruptcy Code.

1.1 The following terms shall have the meaning ascribed to them in the Plan: "Abuse", "Abuse Claim", "Abuse Claimant", "Abuse Related Contribution Claim", "Abuse Claim Release", "Bankruptcy Case", "Bankruptcy Code", "Bankruptcy Court", "Business Day", "Channeled Claim", "Channeling Injunction", "Claim", "Committee", "Confirmation Order", "Diocese", "Diocese Parties", "Disclosure Statement", "Effective Date", "Interest", "Late-Filed Abuse Claim", "Lien", "Non-Appealable Order", "Participating Parties", "Person", "Petition Date", "Reorganized Diocese", "Trust", "Trust Agreement", "Trust Documents", "Trustee", "Unknown Abuse Claim", "Unknown Abuse Claimant", "Unknown Abuse Claims Trust", "Unknown Abuse

Claims Trust Agreement”, “Unknown Abuse Claims Trust Documents” and the “Unknown Abuse Claims Trustee”.

1.2 [Intentionally Left Blank]

1.3 [Intentionally Left Blank]

1.4 [Intentionally Left Blank]

1.5 “Debtor” or “Diocese” means The Norwich Roman Catholic Diocesan Corporation, debtor and debtor in possession in the Bankruptcy Case, and its bankruptcy estate.

1.6 “Diocesan Associated Parties” means the Diocese Parties and the Catholic Entity Parties, as defined in the Plan. For the avoidance of doubt, any such Person is only a Diocesan Associated Party to the extent of, and in the capacity in which, they satisfy the corresponding definitions of either the Diocese Parties or the Catholic Entity Parties provided for in the Plan.

1.7 “Interests in the Property” shall means any lien, claim or interest that Mercy has in the Property.

1.8 “Mercy” means Mercy High School Corporation and, solely in the capacity as such, (i) each of its past, present and future subsidiaries, affiliates, divisions and acquired companies; (ii) each of the foregoing Persons’ respective past, present and future, directors, officers, trustees, employees, principals, agents, attorneys and representatives; 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.

1.9 “Mercy Claims” shall mean claims held by Mercy against the Diocese for, *inter alia*, indemnification and contribution related to the Abuse Claims, as well as claims arising from its Interests in the Property.

1.10 “Mercy Consideration” shall mean the consideration that Mercy shall provide to the Diocese related to the Plan and the Settlement Agreement, including (i) abandoning the Interests in the Property; (ii) contributing \$50,000.00 to the Trust pursuant to Section 3.3 of this

Settlement Agreement and the Plan; (iii) withdrawing and/or waiving the Mercy Claims; and (iv) agreeing to the treatment of the Mercy Claims under the Plan.

1.11 “Parties” means the Diocese and Mercy.

1.12 “Plan” means the *Joint Chapter 11 Plan of Reorganization* proposed by the Norwich Roman Catholic Diocesan Corporation, Catholic Mutual Relief Society of America, and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut filed as Dkt. No. ____ on September 6, 2024, and as further revised, modified or amended in accordance with this Settlement Agreement.

1.13 “Plan Consideration” shall mean the consideration provided to Mercy in accordance with the Plan and this Settlement Agreement.

1.14 “Plan Effective Date” means the date on which the conditions to the occurrence of the Effective Date have been satisfied as set forth in the Plan.

1.15 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan in form and substance acceptable to the Parties.

1.16 “Property” means that certain real property, and all improvements thereon, located at 1740 Randolph Rd, Middletown, CT 06457.

1.17 “School” means the Catholic school that Mercy operates on the Property.

1.18 “Settlement Agreement” means this Settlement Agreement, as revised, modified, or amended.

1.19 “Settlement Agreement Effective Date” means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 of this Settlement Agreement are satisfied.

1.20 “Settlement Amount” means the sum of \$50,000 to be paid to the Trust by Mercy after the Settlement Agreement Effective Date pursuant to Section 3.3 of this Settlement Agreement.

1.21 “Settlement Motion” means the motion filed pursuant to Bankruptcy Rule 9019 seeking approval of the Settlement Agreement.

1.22 For purposes of this Settlement Agreement:

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

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

(3) the phrase “relating to” or “relates to” means “with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with”;

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

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

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

(7) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

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

(9) captions and headings to Articles and Sections are inserted for ease of reference only and shall not be considered a part of the Settlement Agreement or otherwise affect the interpretation of the Settlement Agreement.

ARTICLE II THE BANKRUPTCY CASE AND PLAN

2.1 Approval and Execution by Parties. This Settlement Agreement shall be approved by the Bishop of Norwich and the Board of Mercy, and executed by all Parties in form and substance acceptable to the Parties prior to the entry of the Procedures Order.

2.2 Plan. The Diocese shall diligently prosecute the confirmation of the Plan, and the approval of all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not be amended to deprive Mercy of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of Mercy under this Settlement Agreement.

2.2.1 If any Person files an objection to the Plan related to the Settlement Agreement, the Diocese shall consult and cooperate with Mercy and take all reasonable steps to respond to the objection and argue in favor of the Settlement Agreement before the Bankruptcy Court.

2.2.2 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Settlement Agreement.

2.2.3 Mercy shall cooperate with the Diocese with respect to the Settlement Agreement and any proceedings on appeal from entry of the Settlement Agreement, including making all appropriate submissions.

2.3 Further Elements of Plan. The Plan shall include the Channeling Injunction in substantially the form and substance set forth in Section 13.6 of the Plan, with only such modifications that are acceptable to the Parties.

2.3.1 Although approved by the Settlement Motion, the Plan shall incorporate this Settlement Agreement and the release contained in Section 4.1 of this Settlement Agreement by reference and make this Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that this Settlement Agreement is binding on Mercy, the Trust, the Diocese, the other Diocesan Associated Parties, the other Participating Parties, the Reorganized Diocese, the parties in interest in the Bankruptcy Case, and any of the foregoing Persons' successors and assigns.

2.3.2 The Plan shall include Mercy as a Participating Party under the Plan.

2.3.3 The Plan shall not be amended to conflict with this Settlement Agreement or to diminish any protections provided to Mercy in the releases and injunctions contained in the Plan or any of the other provisions set forth in Section 2.2 of this Settlement Agreement, without the written consent of Mercy.

2.3.4 The Plan, Trust Agreement and the Unknown Abuse Claims Trust Agreement shall require each holder of an Abuse Claim (including an Unknown Abuse Claim) to execute and deliver an Abuse Claim Release in the form of Exhibit L to the Plan, with only such modifications that are acceptable to the Parties.

2.3.5 The Plan shall provide for releases by and among all Participating Parties, including Mercy of Abuse Related Contribution Claims against other Participating Parties, in form and substance satisfactory to the Parties.

2.4 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.4.1 The Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code; (b) contain the Channeling Injunction in the form set forth in the Plan; (c) find and conclude that the consideration exchanged pursuant to this Settlement Agreement constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to Mercy, including the Mercy Claims and constitutes reasonably

equivalent value; and (d) find and conclude that the releases in this Settlement Agreement comply with the Bankruptcy Code and applicable non-bankruptcy law.

2.4.2 The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to Mercy.

2.4.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded Mercy under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

ARTICLE III CONDITIONS PRECEDENT AND PAYMENT OF SETTLEMENT AMOUNT

3.1 Conditions Precedent. This Settlement Agreement shall become effective and binding on the Parties only after the following conditions have first been satisfied:

3.1.1 This Settlement Agreement has been approved by the Bishop of Norwich and the Board of Mercy, and executed by all Parties in form and substance acceptable to the Parties; and

3.1.2 The order approving the Settlement Motion and the Confirmation Order approving the Plan consistent with the terms of this Settlement Agreement, including approving the Channeling Injunction, have entered.

3.2 Notice of this Settlement Agreement Effective Date. Within three (3) Business Days after all of the conditions precedent contained in Section 3.1 of this Settlement Agreement are satisfied, the Diocese or Reorganized Diocese (as applicable) shall provide the Parties with notice of the Settlement Agreement Effective Date.

3.3 Payment of Settlement Amount. Mercy shall pay the Settlement Amount to the Trust within thirty (30) calendar days of the Settlement Agreement Effective Date, or if the Trust

is not established at that time, within thirty (30) calendar days of the Plan Effective Date. Notwithstanding the foregoing, upon termination of the Settlement Agreement as set forth in Article V herein, Mercy shall have no obligation to pay the Settlement Amount to the Trust.

ARTICLE IV RELEASES

4.1 Diocese's Release of Mercy. Upon the provisions of Article III being satisfied, the Diocese hereby fully, finally, and completely releases, remises, acquits, and forever discharges Mercy from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date.

4.2 Mercy Release of the Diocese. Upon the provisions of Article III being satisfied, Mercy hereby fully, finally, and completely remise, release, acquit, and forever discharge the Diocese from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of or relate to the Mercy Claims.

4.3 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

ARTICLE V TERMINATION OF THIS SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate this Settlement Agreement prior to the Plan Effective Date if any of the following conditions occur:

5.1.1 The Confirmation Order does not enter and become a Non-Appealable Order within one year after the date on which this Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or fails to object to the confirmation of a chapter 11 plan by another Person, that is inconsistent with the terms of this Settlement Agreement or the provisions of the Plan referenced herein; or

5.1.3 The Bankruptcy Court confirms a plan of reorganization for the Diocese in lieu of the Plan that is inconsistent with this Settlement Agreement without the consent of Mercy.

5.1.4 The Debtor duly files a notice of termination in accordance with Section 12.4 of the Plan.

5.1.5 The Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of this Settlement Agreement by any party, this Settlement Agreement shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Mercy Claims as if this Settlement Agreement never existed.

ARTICLE VI REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Bankruptcy Case.

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

ARTICLE VII MISCELLANEOUS

7.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type

whatsoever is commenced or prosecuted, by any Person not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

7.2 The Parties shall take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

7.3 The Parties shall cooperate with each other in connection with the Settlement Motion, the Plan, the Confirmation Order, the Procedures Order, and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

7.4 Although it is contemplated that the Settlement Agreement shall be approved pursuant to the Settlement Motion, this Settlement Agreement constitutes an integral part of the Plan, and the Settlement Motion, the Settlement Agreement and the Plan express the entire agreement and understanding between and among the Parties related to the settlement contemplated herein. The Settlement Motion, Settlement Agreement and the Plan shall be interpreted consistently with each other and none of the documents alone shall control such interpretation.

7.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

7.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No

part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

7.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 7.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII hereof.

7.8 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

7.9 The Parties have received the advice of counsel in the preparation, drafting, and execution of this Settlement Agreement, which was negotiated at arm's length.

7.10 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

7.11 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese or the Reorganized Diocese (as applicable) or the other Diocesan Associated Parties:

Fr. Peter J. Langevin
Diocese of Norwich
201 Broadway,
Norwich, CT 06360

with a copy to:

Louis T. DeLucia
Ice Miller LLP
1500 Broadway, 29th Floor
New York, NY 10036
E-Mail: louis.delucia@icemiller.com

Patrick M. Birney
Robinson & Cole, LLP
One State Street
Hartford, CT 06103
E-Mail: pbirney@rc.com

If to Mercy:

Alissa K. Dejonge
President
Mercy High School
1740 Randolph Road
Middletown, CT 06457-5155

with a copy to:

Jon P. Newton
Reid and Riege, P.C.
One Financial Plaza, 21st Floor
Hartford, CT 06103
jnewton@reidandriege.com

7.12 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

7.13 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by the Diocese as to the validity of the Mercy Claims, or (b) an admission by the Diocese or Mercy of any liability whatsoever with respect to any of the Abuse Claims.

7.14 All of the Persons included in the definition of the Diocese or Mercy are intended beneficiaries of this Settlement.

7.14.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

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

7.14.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

7.14.4 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

7.14.5 Requirements that the form of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

7.15 Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

7.16 The Diocese and Mercy shall be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

7.17 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Connecticut law.

7.18 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order unless this Settlement Agreement is terminated pursuant to Article V of this Settlement Agreement.

7.19 This Settlement Agreement shall be effective on this Settlement Agreement Effective Date.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

Mercy High School Corporation

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

[Signature Pages Continue on Following Page]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

**The Norwich Roman Catholic
Diocesan Corporation**

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

Plan Exhibit R

St. Bernard Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement Agreement”) is hereby made by and between the Diocese and St. Bernard.

RECITALS

WHEREAS, numerous individuals have asserted certain Abuse Claims against the Diocese, among others;

WHEREAS, as a result of the Abuse Claims, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Petition Date, commencing the Bankruptcy Case;

WHEREAS, the Diocese owned the St. Bernard Property and St. Bernard operates the School on the St. Bernard Property;

WHEREAS, the Committee has previously asserted that the Diocese holds certain claims against St. Bernard in relation to its receipt of transfers from the Diocese and its operation of the School, including Claims that may be recoverable under Bankruptcy Code §§ 544, 548 & 550, and the Connecticut Uniform Fraudulent Transfer Act, Conn. Gen. Stat. §§ 52-552a – 52-552l (the “St. Bernard Causes of Action”) and has through mediation argued that the St. Bernard Causes of Action should be assigned to the post-confirmation trust that will be established under the Plan for the benefit of Abuse Claimants. St. Bernard and the Diocese dispute such claims.

WHEREAS, St. Bernard timely filed an unliquidated proof of claim in the amount of one dollar (\$1.00) against the Diocese, inter alia, for indemnification and contribution related to the Abuse Claims, which the Debtor has classified in the Plan in Class 8; and St. Bernard has asserted claims arising from its Interests in the St. Bernard Property (collectively the “St. Bernard Claims” and together with the St. Bernard Causes of Action, the “St. Bernard Matters”).

WHEREAS, the Diocese and St. Bernard, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all issues related to the St. Bernard Matters and all other disputes between and among them;

WHEREAS, through this Settlement Agreement, and in exchange for and because of the sufficiency of the St. Bernard Consideration and the Plan Consideration, the Diocese intends to provide St. Bernard with a release related to the St. Bernard Causes of Action, and with the benefit of the Plan provisions related to all Channeled Claims, including all Unknown Abuse Claims, Late-Filed Abuse Claims and any other Claims arising from, in connection with, or related to an Abuse Claim and of Claims related to any accounts payable of St. Bernard, that arose prior to the Plan Effective Date that are not also Opt-Out Claims; and St. Bernard intends to provide the

Diocese with a general release related to the St. Bernard Claims and agree to the treatment of the St. Bernard Claims in the Plan.

WHEREAS, the Parties intend that the Settlement Agreement shall be approved by separate motion but shall be an integral part of the Plan and shall be heard contemporaneously with the Court's consideration of confirmation of the Plan; and

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

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in Plan to the extent defined therein, or in the Bankruptcy Code.

1.1 The following terms shall have the meaning ascribed to them in the Plan: "Abuse", "Abuse Claim", "Abuse Claimant", "Abuse Related Contribution Claim", "Abuse Claim Release", "Bankruptcy Case", "Bankruptcy Code", "Bankruptcy Court", "Business Day", "Channeled Claim", "Channeling Injunction", "Claim", "Committee", "Confirmation Order", "Diocese", "Diocese Parties", "Disclosure Statement", "Effective Date", "Interest", "Late-Filed Abuse Claim", "Lien", "Non-Appealable Order", "Participating Parties", "Person", "Petition Date", "Reorganized Diocese", "Trust", "Trust Agreement", "Trust Documents", "Trustee", "Unknown Abuse Claim", "Unknown Abuse Claimant", "Unknown Abuse Claims Trust", "Unknown Abuse Claims Trust Agreement", "Unknown Abuse Claims Trust Documents" and the "Unknown Abuse Claims Trustee".

1.2 [Intentionally Left Blank]

1.3 [Intentionally Left Blank]

1.4 [Intentionally Left Blank]

1.5 "Debtor" or "Diocese" means The Norwich Roman Catholic Diocesan Corporation, debtor and debtor in possession in the Bankruptcy Case, and its bankruptcy estate.

1.6 "Diocesan Associated Parties" means the Diocese Parties and the Catholic Entity Parties, as defined in the Plan. For the avoidance of doubt, any such Person is only a Diocesan Associated Party to the extent of, and in the capacity in which, they satisfy the corresponding definitions of either the Diocese Parties or the Catholic Entity Parties provided for in the Plan.

1.7 “Interests in the St. Bernard Property” shall means any lien, claim or interest that St. Bernard had in the St. Bernard Property.

1.8 “Parties” means the Diocese and St. Bernard.

1.9 “Plan” means the *Joint Chapter 11 Plan of Reorganization* proposed by the Norwich Roman Catholic Diocesan Corporation, Catholic Mutual Relief Society of America, and Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut, filed as Dkt. No. ____ on September 6, 2024, and as further revised, modified or amended in accordance with this Settlement Agreement.

1.10 “Plan Consideration” shall mean the consideration provided to St. Bernard in accordance with the Plan and this Settlement Agreement.

1.11 “Plan Effective Date” means the date on which the conditions to the occurrence of the Effective Date have been satisfied as set forth in the Plan.

1.12 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan in form and substance acceptable to the Parties.

1.13 “Sale Motion” means the motion filed in the Bankruptcy Case seeking approval of the sale of the St. Bernard Property free and clear of, *inter alia*, the Interests in the St. Bernard Property.

1.14 “Sale Order” means the entry of an order granting the Sale Motion.

1.15 “School” means the Catholic co-educational school that St. Bernard operates on the St. Bernard Property.

1.16 “Settlement Agreement” means this Settlement Agreement, as revised, modified, or amended.

1.17 “Settlement Agreement Effective Date” means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 of this Settlement Agreement are satisfied.

1.18 “Settlement Motion” means the motion filed pursuant to Bankruptcy Rule 9019 seeking approval of the Settlement Agreement.

1.19 “St. Bernard” means Saint Bernard School of Montville Incorporated and, solely in the capacity as such, (i) each of its past, present and future subsidiaries, affiliates, divisions and acquired companies; (ii) each of the foregoing Persons’ respective past, present and future directors, officers, trustees, employees, principals, agents, attorneys and representatives; 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.

1.20 "St. Bernard Consideration" shall mean the consideration that St. Bernard shall provide to the Diocese related to the Plan and the Settlement Agreement, including (i) consenting to the entry of the Sale Motion and Sale Order; (ii) abandoning the Interests in the St. Bernard Property; (iii); withdrawing and/or waiving the St. Bernard Claims and agreeing to the treatment of the St. Bernard Claims under the Plan; and (iv) consenting to the entry of the Procedures Order;

1.21 "St. Bernard Property" means that certain real property, and all improvements thereon, comprised of 113.19 acres of developed land located at 1593 Route 32, Montville, Connecticut.

1.22 For purposes of this Settlement Agreement:

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

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

(3) the phrase "relating to" or "relates to" means "with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with";

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

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

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

(7) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

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

(9) captions and headings to Articles and Sections are inserted for ease of reference only and shall not be considered a part of the Settlement Agreement or otherwise affect the interpretation of the Settlement Agreement.

ARTICLE II THE BANKRUPTCY CASE AND PLAN

2.1 Approval and Execution by Parties. This Settlement Agreement shall be approved by the Bishop of Norwich and the Board of St. Bernard, and executed by all Parties in form and substance acceptable to the Parties prior to the entry of the Procedures Order.

2.2 Plan. The Diocese shall diligently prosecute the confirmation of the Plan, and the approval of all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not be amended to deprive St. Bernard of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of St. Bernard under this Settlement Agreement.

2.2.1 Senior members of the Corporation from the Diocese and the Xaverian Brothers, who hold reserve powers relative to the corporate documents, have been engaged in discussions regarding the governance structure of St. Bernard. As a result of such discussions, the Diocese has reached a mutually satisfactory agreement regarding the future governance of St. Bernard, as more particularly set forth in the Memorandum of Understanding attached hereto as Schedule 1 and incorporated herein by reference.

2.2.2 If any Person files an objection related to the Settlement Agreement, the Diocese shall consult and cooperate with St. Bernard and take all reasonable steps to respond to the objection and argue in favor of the Settlement Agreement before the Bankruptcy Court.

2.2.3 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Settlement Agreement.

2.2.4 St. Bernard shall cooperate with the Diocese with respect to the Settlement Agreement and any proceedings on appeal from entry of the Settlement Agreement, including making all appropriate submissions.

2.3 Further Elements of Plan. The Plan shall include the Channeling Injunction in substantially the form and substance set forth in Section 13.6 of the Plan, with only such modifications that are acceptable to the Parties.

2.3.1 Although approved by the Settlement Motion, the Plan shall incorporate this Settlement Agreement and the release contained in Section 4.1 of this Settlement Agreement by reference and make this Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that this Settlement Agreement is binding on St. Bernard, the Trust, the Diocese, the other Diocesan Associated Parties, the other Participating Parties, the Reorganized Diocese, the parties in interest in the Bankruptcy Case, and any of the foregoing Persons' successors and assigns.

2.3.2 The Plan shall include St. Bernard as a Participating Party under the Plan.

2.3.3 The Plan shall not be amended to conflict with this Settlement Agreement or to diminish any protections provided to St. Bernard in the releases or injunctions contained in the Plan or any of the other provisions set forth in Section 2.2 of this Settlement Agreement, without the consent of St. Bernard.

2.3.4 The Plan, Trust Agreement and the Unknown Abuse Claims Trust Agreement shall require each holder of an Abuse Claim (including an Unknown Abuse Claim) to execute and deliver an Abuse Claim Release in the form of Exhibit L to the Plan, with only such modifications that are acceptable to the Parties.

2.3.5 The Plan shall provide for releases by and among all Participating Parties, including St. Bernard of Abuse Related Contribution Claims against other Participating Parties, in form and substance satisfactory to the Parties.

2.4 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.4.1 The Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction in the form set forth in the Plan, and (c) find and conclude that the consideration exchanged pursuant to this Settlement Agreement constitutes a fair and reasonable settlement of the Parties' dispute and of their respective rights and obligations relating to St. Bernard, including the St. Bernard Claims and constitutes reasonably equivalent value, and (d) find and conclude that the releases in the Settlement Agreement comply with the Bankruptcy Code and applicable non-bankruptcy law.

2.4.2 The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to St. Bernard.

2.4.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded St. Bernard under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

ARTICLE III CONDITIONS PRECEDENT

3.1 Conditions Precedent. This Settlement Agreement shall become effective and binding on the Parties only after the following conditions have first been satisfied:

3.1.1 This Settlement Agreement has been approved by the Board of St. Bernard and executed by all Parties in form and substance acceptable to the Parties; and

3.1.2 The order approving the Settlement Motion and the Confirmation Order approving the Plan consistent with the terms of this Settlement Agreement, including approving the Channeling Injunction, have entered.

3.2 Notice of this Settlement Agreement Effective Date. Within three (3) Business Days after all of the conditions precedent contained in Section 3.1 of this Settlement Agreement are satisfied, the Diocese or Reorganized Diocese (as applicable) shall provide the Parties with notice of this Settlement Agreement Effective Date.

ARTICLE IV RELEASES

4.1 Diocese's Release of St. Bernard. Upon the provisions of Article III being satisfied, the Diocese hereby fully, finally, and completely releases, remises, acquits, and forever discharges St. Bernard from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date.

4.2 St. Bernard Release of the Diocese. Upon the provisions of Article III being satisfied, St. Bernard hereby fully, finally, and completely remise, release, acquit, and forever discharge the Diocese from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of or relate to the St. Bernard Claims or any accounts payable of St. Bernard.

4.3 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

ARTICLE V

TERMINATION OF THIS SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate its participation in this Settlement Agreement prior to the Plan Effective Date if any of the following conditions occur:

5.1.1 The Confirmation Order does not enter and become a Non-Appealable Order within one year after the date on which this Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or fails to object to the confirmation of a chapter 11 plan by another Person, that is inconsistent with the terms of this Settlement Agreement or the provisions of the Plan referenced herein; or

5.1.3 The Bankruptcy Court confirms a plan of reorganization for the Diocese in lieu of the Plan that is inconsistent with this Settlement Agreement without the consent of St. Bernard.

5.1.4 The Debtor duly files a notice of termination in accordance with Section 12.4 of the Plan.

5.1.5 The Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of this Settlement Agreement by any party, this Settlement Agreement shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations with respect to the St. Bernard Matters as if this Settlement Agreement never existed.

ARTICLE VI REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Bankruptcy Case.

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

ARTICLE VII
MISCELLANEOUS

7.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Person not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

7.2 The Parties shall take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

7.3 The Parties shall cooperate with each other in connection with the Settlement Motion, the Plan, the Confirmation Order, the Procedures Order, and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

7.4 Although it is contemplated that the Settlement Agreement shall be approved pursuant to the Settlement Motion, this Settlement Agreement constitutes an integral part of the Plan, and the Settlement Motion, the Settlement Agreement and the Plan express the entire agreement and understanding between and among the Parties related to the settlement contemplated herein. The Settlement Motion, Settlement Agreement and the Plan shall be interpreted consistently with each other and none of the documents alone shall control such interpretation.

7.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

7.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or

participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

7.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 7.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII hereof.

7.8 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

7.9 The Parties have received the advice of counsel in the preparation, drafting, and execution of this Settlement Agreement, which was negotiated at arm's length.

7.10 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

7.11 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese or the Reorganized Diocese (as applicable) or the other Diocesan Associated Parties:

Fr. Peter J. Langevin
Diocese of Norwich
201 Broadway
Norwich, CT 06360

with a copy to:

Louis T. DeLucia
Ice Miller LLP
1500 Broadway, 29th Floor
New York, NY 10036
E-Mail: louis.delucia@icemiller.com

Patrick M. Birney
Robinson & Cole, LLP
One State Street
Hartford, CT 06103
E-Mail: pbirney@rc.com

If to St. Bernard:

Don Macrino
Head of School
Saint Bernard School
1593 Norwich-New London Turnpike
Uncasville, CT 06382

with a copy to:

Jon P. Newton
Reid and Riege, P.C.
One Financial Plaza, 21st Floor
Hartford, CT 06103
jnewton@reidandriege.com

7.12 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

7.13 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by St. Bernard that St. Bernard is liable under any theory encompassed by the St. Bernard Causes of Action, (b) an admission by the Diocese as to the validity of the St.

Bernard Claims, or (c) an admission by the Diocese or St. Bernard of any liability whatsoever with respect to any of the Abuse Claims.

7.14 All of the Persons included in the definition of the Diocese or St. Bernard are intended beneficiaries of this Settlement.

7.14.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include”, “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

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

7.14.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

7.14.4 The use of the terms “intend”, “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

7.14.5 Requirements that the form of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

7.15 Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

7.16 The Diocese and St. Bernard shall be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

7.17 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Connecticut law.

7.18 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order unless this Settlement Agreement is terminated pursuant to Article V of this Settlement Agreement.

7.19 This Settlement Agreement shall be effective on this Settlement Agreement Effective Date.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

Saint Bernard School of Montville Incorporated

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

[Signature Pages Continue on Following Page]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

**The Norwich Roman Catholic
Diocesan Corporation**

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

SCHEDULE 1
(MEMORANDUM OF UNDERSTANDING)

A MEMORANDUM OF UNDERSTANDING BETWEEN THE ROMAN CATHOLIC DIOCESE OF NORWICH AND THE CONGREGATION OF THE BROTHERS OF SAINT FRANCIS XAVIER AS AN ADDENDUM TO THE SPONSORSHIP AGREEMENT FOR ST. BERNARD SCHOOL, A ROMAN CATHOLIC SECONDARY SCHOOL IN UNCASVILLE, CONNECTICUT.

The purpose of this Memorandum of Understanding is to document and formalize the mutually agreed-upon modifications to the existing Sponsorship Agreement governing the relationship between the Roman Catholic Diocese of Norwich ("the Diocese") and the Congregation of the Brothers of Saint Francis Xavier ("the Brothers") collectively referred to as "the parties." These modifications have been necessitated by the St. Bernard Settlement Agreement and Release as part of the Joint Chapter 11 Plan of Reorganization Proposed by the Norwich Roman Catholic Diocesan Corporation and the Official Committee of Unsecured Creditors

The parties agree to:

- Amend the Sponsorship Agreement and Bylaws (Article X – Other Powers of the Members, Section 3. Merger and Dissolution) reflecting the change in ownership of the real property and reserving to the Senior Members any actions needed to merge or dissolve the corporation and dispose of its assets in accord with the applicable canons concerning the alienation of property (v. Can 1290-1298).
- Amend Bylaws (Article VII – Officers) to reflect the desire that the head of school will serve as president of the corporation.
- Amend the Sponsorship Agreement to include the Bishop's role in the selection process for a new head of school in light of the mandate given by the Bishop to the head of school to serve as pastoral leader of school, including the right to veto a candidate deemed unable to fulfill this mandate in accord with the applicable canons concerning the rights and responsibilities of the Diocesan Bishop concerning Catholic Schools (v. Can 803-806).
- In the Sponsorship Agreement, add further clarity to the role of the Bishop's delegate, appointed to the St. Bernard Board of Directors, to be inclusive of:
 - Participation as a member of the executive committee
 - Participation as member of the governance committee
 - Participation as member of any search committee for head of school

Most Rev. Michael R. Cote, D.D.
Bishop of Norwich

Signature: Michael R. Cote
Date: 11-15-23

Brother Daniel E. Skala, C.F.X.
General Superior

Signature: Brother Daniel E. Skala
Date: 11-15-23

Plan Exhibit S

Xavier Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement Agreement”) is hereby made by and between the Diocese and Xavier.

RECITALS

WHEREAS, numerous individuals have asserted certain Abuse Claims against the Diocese, among others;

WHEREAS, as a result of the Abuse Claims, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Petition Date, commencing the Bankruptcy Case;

WHEREAS, the Diocese owns certain portions of the Property, as does Xavier, which operates the School on the Property;

WHEREAS, the Committee has alleged that the Diocese holds certain claims against Xavier in relation to its receipt of transfers from the Diocese and its operation of the School, including Claims that may be recoverable under Bankruptcy Code §§ 544, 548 and 550, and the Connecticut Uniform Fraudulent Transfer Act, Conn. Gen. Stat. §§ 52-552a – 52-552l (the “Xavier Causes of Action”) and has through mediation argued that the Xavier Causes of Action should be assigned to the post confirmation trust that will be established under the Plan for the benefit of the Abuse Claimants. The Diocese and Xavier dispute the Committee’s claims related to the Xavier Causes of Action;

WHEREAS, Xavier timely filed an unliquidated proof of claim in the amount of one dollar (\$1.00) against the Diocese, inter alia, for indemnification and contribution related to the Abuse Claims, which the Debtor has classified in the Plan in Class 8; and Xavier has asserted claims arising from its Interests in the Property (collectively the “Xavier Claims” and together with the Xavier Causes of Action, the “Xavier Matters”);

WHEREAS, the Diocese and Xavier, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all issues related to the Xavier Matters and all other disputes between and among them;

WHEREAS, through this Settlement Agreement, and in exchange for and because of the sufficiency of the Xavier Consideration, the Diocese intends to provide Xavier with a release related to the Xavier Causes of Action, and with the benefit of the Plan provisions related to all Channeled Claims, including all Unknown Abuse Claims, Late-Filed Abuse Claims and any other Claims arising from, in connection with, or related to an Abuse Claim, that arose prior to the Effective Date that are not also Opt-Out Claims; and Xavier

intends to provide the Diocese with a general release related to the Xavier Claims and otherwise agrees to the treatment of the Xavier Claims in the Plan;

WHEREAS, the Parties intend that this Settlement Agreement shall be an integral part of the Plan and the approval of the Settlement Agreement shall be through separate motion but heard contemporaneously with the Court's consideration of confirmation of the Plan; and

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

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in Plan to the extent defined therein, or in the Bankruptcy Code.

1.1 The following terms shall have the meaning ascribed to them in the Plan: "Abuse", "Abuse Claim", "Abuse Claimant", "Abuse Related Contribution Claim", "Abuse Claim Release", "Bankruptcy Case", "Bankruptcy Code", "Bankruptcy Court", "Business Day", "Channeled Claim", "Channeling Injunction", "Claim", "Committee", "Confirmation Order", "Diocese", "Diocese Parties", "Disclosure Statement", "Effective Date", "Late-Filed Abuse Claim", "Lien", "Non-Appealable Order", "Participating Parties", "Person", "Petition Date", "Reorganized Diocese", "Trust", "Trust Agreement", "Trust Documents", "Trustee", "Unknown Abuse Claim", "Unknown Abuse Claimant", "Unknown Abuse Claims Trust", "Unknown Abuse Claims Trust Agreement", "Unknown Abuse Claims Trust Documents" and the Unknown Abuse Claims Trustee".

1.2 [Intentionally Left Blank]

1.3 "Citizens" means Citizens Bank, National Association, formerly known as RBS Citizens, National Association.

1.4 "Closing" means as that term is defined in the P&SA.

1.5 "Closing Date" means as that term is defined in the P&SA.

1.6 "Debtor" or "Diocese" means The Norwich Roman Catholic Diocesan Corporation, debtor and debtor in possession in the Bankruptcy Case, and its bankruptcy estate.

1.7 “Diocesan Associated Parties” means the Diocese Parties and the Catholic Entity Parties, as defined in the Plan. For the avoidance of doubt, any such Person is only a Diocesan Associated Party to the extent of, and in the capacity in which, they satisfy the corresponding definitions of either the Diocese Parties or the Catholic Entity Parties provided for in the Plan.

1.8 “Interests in the Property” means any lien, claim or interest that Xavier has in the Property.

1.9 “Parties” means the Diocese and Xavier.

1.10 “Plan” means the *Joint Chapter 11 Plan of Reorganization* proposed by the Norwich Roman Catholic Diocesan Corporation, Catholic Mutual Relief Society of America, and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut filed as Dkt. No. ____ on September 6, 2024 and as further revised, modified, or amended in accordance with this Settlement Agreement.

1.11 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan in form and substance acceptable to the Parties.

1.12 “Property” means those certain pieces and parcels of real property, and all buildings and improvements thereon, collectively known as 181 Randolph Road, Middletown, Connecticut, and including the Seller’s Property.

1.13 “P&SA” means that certain Purchase and Sale Agreement by and between the Diocese and Xavier providing for the Xavier Property Transfer in accordance with the Plan, the Confirmation Order and this Settlement Agreement, in the form and substance appended hereto as Schedule 2.

1.14 “School” means the Roman Catholic school that Xavier operates on the Property.

1.15 “Seller’s Property” means as that term is defined in the P&SA.

1.16 “Settlement Agreement” means this Settlement Agreement, as revised, modified, or amended.

1.17 “Settlement Agreement Effective Date” means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 of this Settlement Agreement are satisfied.

1.18 “Settlement Amount” means the sum of \$2,500,000 to be paid to the Trustee of the Trust by Xavier on the Closing Date pursuant to Section 3.3 of this Settlement Agreement.

1.19 “Settlement Motion” means the motion filed pursuant to Bankruptcy Rule 9019 seeking approval of the Settlement Agreement.

1.20 “Xavier” means Xavier High School Corporation of Middletown and, solely in the capacity as such, (i) each of its respective past, present and future directors, officers, trustees, employees, principals, agents, attorneys and representatives; and (ii) each of its respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

1.21 “Xavier Consideration” shall mean the consideration that Xavier shall provide under the Plan, and the Settlement Agreement, consisting of (i) paying Two Million Five Hundred Thousand (\$2,500,000) Dollars in good and immediately available funds to the Trust in connection with the Xavier Property Transfer pursuant to Section 3.3 of this Settlement Agreement and the Plan; (ii) abandoning the Interests in the Property; (iii) agreeing to the treatment of the Xavier Claims under the Plan; and (iv) such other consideration provided by Xavier pursuant to the terms and conditions of the Plan and the Confirmation Order.

1.22 “Xavier Property Transfer” means the private transfer of the Seller’s Property by the Diocese to Xavier (or its designee) pursuant to the Settlement Agreement, the Plan, and the Confirmation Order as of the Closing Date, as further memorialized by the P&SA by and between the Debtor and Xavier, in form and substance as set forth in the Purchase and Sale Agreement attached hereto as Schedule 2.

1.23 For purposes of this Settlement Agreement:

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

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

(3) the phrase “relating to” or “relates to” means “with regard to, with respect to, by reason of, on account of, based on, arising out of, relating to, or in any way connected with”;

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

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

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

(7) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

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

(9) captions and headings to Articles and Sections are inserted for ease of reference only and shall not be considered a part of this Settlement Agreement or otherwise affect the interpretation of this Settlement Agreement.

ARTICLE II THE BANKRUPTCY CASE, THE SALE MOTION AND THE PLAN

2.1 Approval and Execution by Parties. This Settlement Agreement shall be approved by the Bishop of Norwich and the Board of Xavier, and executed by all Parties in form and substance acceptable to the Parties prior to the entry of the Procedures Order.

2.2 Plan. The Diocese shall diligently prosecute the confirmation of the Plan, which shall include provisions authorizing the Xavier Property Transfer, and the approval of all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not be amended to deprive Xavier of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of Xavier under this Settlement Agreement.

2.2.1 Senior members of the Corporation from the Diocese and the Xaverian Brothers, who hold reserve powers relative to the corporate documents, have been engaged in discussions regarding the governance structure of Xavier. As a result of such discussions, the Diocese has reached a mutually satisfactory agreement regarding the future governance of Xavier, as more particularly set forth in the Memorandum of Understanding attached hereto as Schedule 1 and incorporated herein by reference.

2.2.2 If any Person files an objection related to the Settlement Agreement, the Diocese shall consult and cooperate with Xavier and take all reasonable steps to respond to the objection and argue in favor of the Settlement Agreement before the Bankruptcy Court.

2.2.3 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Settlement Agreement.

2.2.4 Xavier shall cooperate with the Diocese with respect to the Settlement Agreement and any proceedings on appeal from entry of the Settlement Agreement, including making all appropriate submissions.

2.3 Further Elements of Plan. The Plan shall include the Channeling Injunction in substantially the form and substance set forth in Section 13.6 of the Plan, with only such modifications that are acceptable to the Parties.

2.3.1 Although approved by the Settlement Motion, the Plan shall incorporate the Settlement Agreement and the release contained in Section 4.1 of this Settlement Agreement by reference and make this Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that this Settlement Agreement is binding on Xavier, the Trust, the Diocese, the other Diocesan Associated Parties, the other Participating Parties, the Reorganized Diocese, the parties in interest in the Bankruptcy Case, and any of the foregoing Persons' successors and assigns.

2.3.2 The Plan shall include Xavier as a Participating Party under the Plan.

2.3.3 The Plan shall not be amended to conflict with this Settlement Agreement or to diminish any protections provided to Xavier in the releases, injunctions or exculpations contained in the Plan or any of the other provisions set forth in Section 2.1 of this Settlement Agreement, without the consent of Xavier.

2.3.4 The Plan, Trust Agreement and the Unknown Abuse Claims Trust Agreement shall require each holder of an Abuse Claim (including an Unknown Abuse Claim) to execute and deliver an Abuse Claim Release in the form of Exhibit L to the Plan, with only such modifications that are acceptable to the Parties.

2.3.5 The Plan shall provide for releases by and among all Participating Parties, including Xavier, of Abuse Related Contribution Claims against other Participating Parties, in form and substance satisfactory to the Parties.

2.4 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.4.1 The Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction in the form set forth in the Plan, (c) find and conclude that the consideration exchanged pursuant to this Settlement Agreement constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to Xavier, including the Xavier Claims and constitutes reasonably equivalent value; (d) find and conclude that the releases in this Settlement Agreement comply with the Bankruptcy Code and applicable non-bankruptcy law; and (e) approve the Xavier Property Transfer.

2.4.2 The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to Xavier.

2.4.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded Xavier under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

ARTICLE III
CONDITIONS PRECEDENT AND
PAYMENT OF SETTLEMENT AMOUNT

3.1 Conditions Precedent. This Settlement Agreement shall become effective and binding on the Parties only after the following conditions have first been satisfied:

3.1.1 This Settlement Agreement has been approved by the Bishop, the Board of Xavier and executed by all Parties in form and substance acceptable to the Parties prior to the entry of the Procedures Order;

3.1.2 The written consent of Citizens to the Xavier Property Transfer pursuant to this Settlement Agreement (including the P&SA) has been obtained by Xavier prior to the hearing scheduled to consider confirmation of the Plan;

3.1.3 The order approving the Settlement Motion and the Confirmation Order approving the Plan consistent with the terms of this Settlement Agreement, including approving the P&SA, the Xavier Property Transfer, and the Channeling Injunction, have entered; and

3.1.4 The Effective Date of the Plan shall have occurred and no stay pending appeal has entered or, if entered, no stay pending appeal continues in effect.

3.2 Notice of this Settlement Agreement Effective Date. Within three (3) Business Days after all of the conditions precedent contained in Section 3.1 of this Settlement Agreement are satisfied, the Diocese or Reorganized Diocese (as applicable) shall provide the Parties with notice of the Settlement Agreement Effective Date.

3.3 Xavier Property Transfer Closing and Payment of Settlement Amount. The Diocese and Xavier shall Close on the Xavier Property Transfer and Xavier shall pay the Settlement Amount to the Trustee within thirty (30) calendar days of the Effective Date of the Plan pursuant to the Plan, the Confirmation Order, this Settlement Agreement and the P&SA.

3.3.1 As provided in Section 5.3 of the P&SA, notwithstanding the conditions to obligations of Purchaser and Seller as set forth in Sections 5.1 and 5.2 of the P&SA, on and after the Effective Date of the Plan and no stay pending appeal having entered or, if entered, no stay pending appeal continuing in effect, on the Closing Date, the Diocese shall be absolutely, irrevocably and unconditionally obligated to convey fee simple title in the Seller's Property to Xavier and Xavier shall be absolutely, irrevocably and unconditionally obligated to pay the Settlement Amount to the Trustee. On or after the Effective Date of the

Plan and no stay pending appeal having entered or, if entered, no stay pending appeal continuing in effect, any breach (including, but not limited to, of any representation or warranty), non-occurrence or other non-performance of any obligation or condition set forth in this Agreement shall, as appropriate, give rise to cause(s) of action for monetary damages or specific performance by the Diocese or Xavier against the other but shall not excuse performance on the Closing Date by the Diocese in conveying fee simple title in the Seller's Property to Xavier or by Xavier in paying the Settlement to the Trustee of the Trust.

ARTICLE IV RELEASES

4.1 Diocese's Release of Xavier. Upon the provisions of Article III being satisfied, the Diocese hereby fully, finally, and completely releases, remises, acquits, and forever discharges Xavier from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Effective Date.

4.2 Xavier's Release of the Diocese. Upon the provisions of Article III being satisfied, Xavier hereby fully, finally, and completely remises, releases, acquits, and forever discharges the Diocese from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Effective Date that directly or indirectly arise out of or relate to the Xavier Claims.

4.3 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement or the P&SA.

ARTICLE V TERMINATION OF THIS SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate this Settlement Agreement prior to the Effective Date if any of the following conditions occur:

5.1.1 The Confirmation Order has not entered and become a Non-Appealable Order within one year after the date on which this Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or fails to object to the confirmation of a chapter 11 plan by another Person, that is inconsistent with the terms of this Settlement Agreement or the provisions of the Plan referenced herein; or

5.1.3 The Bankruptcy Court confirms a plan of reorganization for the Diocese in lieu of the Plan that is inconsistent with this Settlement Agreement without the consent of Xavier.

5.1.4 The Debtor duly files a notice of termination in accordance with Section 12.4 of the Plan.

5.1.5 The Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of this Settlement Agreement by any party, this Settlement Agreement and, if it is then in effect, the P&SA shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Xavier Matters as if this Settlement Agreement never existed.

ARTICLE VI REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Bankruptcy Case.

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

ARTICLE VII MISCELLANEOUS

7.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Person not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of

all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

7.2 The Parties shall take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

7.3 The Parties shall cooperate with each other in connection with the Plan, the Confirmation Order and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

7.4 Although it is contemplated that the Settlement Agreement shall be approved pursuant to the Settlement Motion, this Settlement Agreement constitutes an integral part of the Plan, and the Settlement Motion, the Settlement Agreement and the Plan express the entire agreement and understanding between and among the Parties related to the settlement contemplated herein. The Settlement Motion, the Settlement Agreement and the Plan shall be interpreted consistently with each other and none of the documents alone shall control such interpretation.

7.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

7.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

7.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing,

or coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 7.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII hereof.

7.8 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

7.9 The Parties have received the advice of counsel in the preparation, drafting, and execution of this Settlement Agreement, which was negotiated at arm's length.

7.10 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

7.11 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese or the Reorganized Diocese (as applicable) or the other Diocesan Associated Parties:

Fr. Peter J. Langevin
Diocese of Norwich
201 Broadway,
Norwich, CT 06360

with a copy to:

Louis T. DeLucia
Ice Miller LLP
1500 Broadway, 29th Floor
New York, NY 10036
E-Mail: louis.delucia@icemiller.com and Alyson.fiedler@icemiller.com

Patrick M. Birney
Robinson & Cole, LLP

One State Street
Hartford, CT 06103
E-Mail: pbirney@rc.com

If to Xavier:

Peter Mondani
Xavier High School
181 Randolph Road
Middletown, CT 06457

with a copy to:

Jon P. Newton
Reid and Riege, P.C.
One Financial Plaza, 21st Floor
Hartford, CT 06103
jnewton@reidandriege.com

7.12 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

7.13 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by Xavier that Xavier is liable under any theory encompassed by the Xavier Causes of Action, (b) an admission by the Diocese as to the validity of the Xavier Claims, or (c) an admission by the Diocese or Xavier of any liability whatsoever with respect to any of the Abuse Claims.

7.14 All of the Persons included in the definition of the Diocese or Xavier are intended beneficiaries of this Settlement.

7.15 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

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

7.17 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

7.18 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

7.19 Requirements that the form of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

7.20 Agreement. Except as set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

7.21 The Diocese and Xavier shall be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

7.22 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Connecticut law.

7.23 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order unless this Settlement Agreement is terminated pursuant to Article V of this Settlement Agreement.

7.24 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date.

7.25 Xavier shall otherwise determine which, if any, of the Diocese's executory contracts and/or unexpired leases, which relate to the Property, it wishes to seek to assume or reject as part of the Plan confirmation process.

7.26 Nothing in this Settlement Agreement shall preclude the Debtor and Xavier from mutually agreeing, upon terms acceptable to the Parties, to seek approval of the Settlement Agreement and the Middletown Property Transfer outside confirmation of the Plan pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and section 363 of the Bankruptcy Code.

7.27 Subject to Sections 3.1.3, 5.1.2 and 5.1.3, to the extent any provision of this Settlement Agreement is inconsistent with the Plan or the Confirmation Order, the terms of the Plan and the Confirmation Order shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

**Xavier High School Corporation of
Middletown**

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared _____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

[Signature Pages Continue on Following Pages]

IN WITNESS WHEREOF, the undersigned Party has duly executed this Settlement Agreement as of the date indicated below.

**The Norwich Roman Catholic
Diocesan Corporation**

By: _____

Its: _____

Date: _____

On this ____ day of _____, 2024, personally appeared
_____ and acknowledged the foregoing to be a free act and deed.

Notary Public:

My Commission Expires:

SCHEDULE 1 (MEMORANDUM OF UNDERSTANDING)

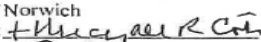
A MEMORANDUM OF UNDERSTANDING BETWEEN THE ROMAN CATHOLIC DIOCESE OF NORWICH AND THE CONGREGATION OF THE BROTHERS OF SAINT FRANCIS XAVIER AS AN ADDENDUM TO THE SPONSORSHIP AGREEMENT FOR XAVIER HIGH SCHOOL A ROMAN CATHOLIC SECONDARY SCHOOL IN MIDDLETOWN, CONNECTICUT.


The purpose of this Memorandum of Understanding is to document and formalize the mutually agreed-upon modifications to the existing Sponsorship Agreement governing the relationship between the Roman Catholic Diocese of Norwich ("the Diocese") and the Congregation of the Brothers of Saint Francis Xavier ("the Brothers") collectively referred to as "the parties."

These modifications have been necessitated by the Xavier Settlement Agreement and Release as part of the Joint Chapter 11 Plan of Reorganization Proposed by the Norwich Roman Catholic Diocesan Corporation and the Official Committee of Unsecured Creditors.

The parties agree to:

- Amend the Sponsorship Agreement and Bylaws (Article X – Other Powers of the Members, Section 3. Merger and Dissolution) reflecting the change in ownership of the real property and reserving to the Senior Members any actions needed to merge or dissolve the corporation and dispose of its assets in accord with the applicable canons concerning the alienation of property (v. Can 1290-1298).
- Amend Bylaws (Article VII – Officers) to reflect the desire that the head of school will serve as president of the corporation.
- Amend the Sponsorship Agreement to include the Bishop's role in the selection process for a new head of school in light of the mandate given by the Bishop to the head of school to serve as pastoral leader of school, including the right to veto a candidate deemed unable to fulfill this mandate in accord with the applicable canons concerning the rights and responsibilities of the Diocesan Bishop concerning Catholic Schools (v. Can 803-806).
- In the Sponsorship Agreement, add further clarity to the role of the Bishop's delegate, appointed to the Xavier Board of Directors, to be inclusive of:
 - o Participation as a member of the executive committee
 - o Participation as member of the governance committee
 - o Participation as member of any search committee for head of school

Most Rev. Michael R. Cote, D.D.
Bishop of Norwich
Signature: 
Date: 11-15-23

Brother Daniel E. Skala, C.F.X.
General Superior
Signature: 
Date: 11-15-23

SCHEDULE 2

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made as of this ___ day of _____, 2024 (the “Effective Date”), by and between The Norwich Roman Catholic Diocesan Corporation, a nonprofit corporation organized under the laws of the State of Connecticut (the “**Seller**”, “**Debtor**” or “**Diocese**”), whose address is 201 Broadway, Norwich, Connecticut 06360, and Xavier High School Corporation of Middletown Connecticut, a nonstock corporation organized under the laws of the State of Connecticut, or its Assigns (the “**Purchaser**” or “**Xavier**”) whose address is 181 Randolph Road, Middletown, Connecticut.

RECITALS

A. Purchaser operates that certain educational facility commonly known as “Xavier High School” having the address of 181 Randolph Road, Middletown, Connecticut (the “**Xavier Property**”).

B. The Xavier Property is comprised of a series of adjoining properties, some of which are owned by the Purchaser and some of which are owned by the Seller.

C. Seller and Purchaser are parties to that certain Lease by and between such parties dated December 21, 1998, as amended (the “**Existing School Lease**”), by which Purchaser leases from Seller the entirety of “Seller’s Property” (as subsequently defined herein).

D. On July 15, 2021, the Debtor filed a voluntary bankruptcy petition pursuant to Chapter 11 of the Bankruptcy Code in the Bankruptcy Case. In connection with Court ordered mediation, the Debtor desires to sell its right, title and interest in Seller’s Property to Xavier. That proposed sale is a primary subject of the Xavier Settlement Agreement by and between the Debtor and Xavier.

E. The Diocese and Xavier, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, and in furtherance of their desire to obtain the Confirmation Order, wish to compromise and resolve fully and finally any and all issues related to the Xavier Matters and all other disputes between and among them in accordance the Xavier Settlement Agreement.

F. The Xavier Settlement Agreement and Joint Plan provide, *inter alia*, that to effectuate the Xavier Property Transfer the Diocese and Xavier shall enter into this Agreement.

G. Terms and agreements referenced herein but not otherwise defined herein shall have the same meaning ascribed in the Xavier Settlement and the Joint Plan.

NOW, THEREFORE, in consideration of the mutual covenants and representations contained in the Xavier Settlement Agreement, the Joint Plan and this Agreement, Seller and Purchaser agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 In this Agreement, and in the Exhibits and Schedules attached hereto, and unless otherwise defined in the recitals or otherwise herein, the following words and phrases shall have the following meanings:

“Amendment” means an amendment, renewal, supplement, modification, expansion, restatement, extension, or any other change or revision.

“Approval Order” means the order entered by the Bankruptcy Court approving the Xavier Settlement Agreement, regarding which no stay pending appeal has entered, or, if entered, no stay pending appeal continues in effect.

“Appurtenance” means all easements, covenants, restrictions, tenements, rights, and appurtenances benefiting or appertaining to the Xavier Property and the land lying in the streets and roads in front of and adjoining the Xavier Property.

“Bankruptcy Case” means the case styled *In re: The Norwich Roman Catholic Diocesan Corporation*, Case No. 21-20687.

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

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Connecticut.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bill of Sale” means the document attached hereto as **Exhibit B**.

“Business Day” means any day other than (a) a Saturday or Sunday, (b) a federal or State of Connecticut banking holiday.

“Citizens Bank” means Citizens Bank, National Association, formerly known as RBS Citizens, National Association.

“Citizens Mortgages” means, collectively:

(i) That certain Open-End Fee and Leasehold Mortgage Deed and Security Agreement dated as of February 14, 2014 made by Seller and Purchaser in favor of Citizens Bank and recorded in the land records of the City of Middletown in Volume 1811 at Page 680, as amended by that certain Mortgage

Modification Agreement dated as of February 25, 2019 and recorded in the land records of the City of Middletown in Volume 1938 at Page 832-844; and

(ii) That certain Open-End Fee and Leasehold Mortgage Deed and Security Agreement dated as of February 14, 2014 made by Seller in favor of Citizens Bank and recorded in the land records of the City of Middletown in Volume 1811 at Page 813, as amended by that certain Mortgage Modification Agreement dated as of October 31, 2016 and recorded in the land records of the City of Middletown in Volume 1880 at Page 526-554, as further amended by that certain Second Mortgage Modification Agreement dated as of February 25, 2019 and recorded in the land records of the City of Middletown in Volume 1938 at Page 845-857.

“Closing” means the closing of the transactions contemplated under this Agreement.

“Closing Date” shall have the meaning set forth in Section 6.1.

“Committee” means the Official Committee of Unsecured Creditors formed in the Bankruptcy Case on or about July 29, 2021.

“Confirmation Order” means either: (i) the order entered by the Bankruptcy Court confirming the Joint Plan pursuant to Section 1129 of the Bankruptcy Code; or (ii) in the case of proposed findings of fact and conclusions of law with respect to confirmation of the Plan entered by the Bankruptcy Court and submitted to the United States District Court for the District of Connecticut, confirming the Plan pursuant to Section 1129 of the Bankruptcy Code; and no stay pending appeal has entered or, if entered, no stay pending appeal continues in effect.

“Contracts” means all agreements between Seller and any third party for the furnishing of maintenance, repairs, construction, supplies, equipment, or other goods and services to the Property.

“Desired Contracts” means the complete list as of the date hereof of all Contracts that Purchaser intends to assume at the Closing. Upon Closing, subject to the terms and conditions hereof, Seller that is party to each such Desired Contract will assign the Desired Contracts to Purchaser, and Purchaser will assume all Assumed Liabilities thereunder, and at such time as is required by the Bankruptcy Court in the Confirmation Order, Purchaser shall pay cash or other acceptable consideration to the third party (or parties) to the applicable Desired Contract in order to cure the monetary defaults and satisfy any pecuniary obligations of Seller (or obtain waivers with respect thereto), as provided in Section 2.1.3(b). A list of the Desired Contracts is attached hereto as **Exhibit C**.

“Development Rights” means all rights of Seller, if any, to the air space above the Land, and all zoning entitlements, development rights and appurtenances accruing to the Xavier Property under, or by reason of, any applicable zoning ordinance or other laws.

“Encumbrances” means any and all liens, mortgages, deeds of trust, security agreements, security interests, options, rights of purchase or first refusal, rights-of-way, restrictive covenants, reservations, judgments, Leases, subleases, licenses, assignments, restrictions, or other encumbrances affecting title to the Seller’s Property.

“Environmental Reports” means any environmental “Phase I” or other environmental reports prepared by third parties at the direction of Seller or a Tenant in connection with the Xavier Property or any portion thereof, which are in Seller’s possession or control.

“Governmental Entity” means the United States, the State, the County, the Town, or the City where the Xavier Property is located and any other State in which a party to this Agreement is incorporated or organized.

“Improvements” means all buildings, structures, and improvements located on the Land.

“Joint Plan” means the *Joint Chapter 11 Plan of Reorganization* proposed by the Diocese, Catholic Mutual Relief Society of America, and the Association of Parishes of the Roman Catholic Diocese of Norwich, Connecticut, as amended or modified.

“Joint Plan Effective Date” means the date on all of the elements of the definition of “Confirmation Order” set forth above have been satisfied.

“Land” means the real property more particularly described on **Exhibit A** attached hereto.

“Lease” means all leases, rental agreements, occupancy agreements, subleases, or other agreements which permit or authorize the use and occupancy of the Xavier Property, together with any and all, if any, guaranties, security deposits, or other security for performance of a Tenant’s obligations thereunder, all Amendments and/or other agreements forming a part thereof, as listed on **Exhibit D**.

“Legal Proceeding” means any litigation, arbitration, administrative proceeding, or other legal proceeding of any kind.

“Licenses and Permits” means all building and other certificates, licenses, permits, and approvals granted by any Governmental Entity pertaining to the ownership or operation of the Xavier Property by Seller.

“Local Rules” means the local bankruptcy rules for the United States Bankruptcy Court for the District of Connecticut.

“Permitted Encumbrance” means an Encumbrance accepted by the Purchaser and expressly listed on **Exhibit E**.

“Person” means an individual person, a corporation, limited liability company, partnership, trust, joint venture, proprietorship, estate, association, Governmental Entity or other incorporated or unincorporated enterprise, entity, or organization of any kind.

“Personal Property” has the meaning set forth in the Bill of Sale.

“Plans” means any plans related to the construction of any improvements located on the Xavier Property.

“Seller’s Property” means the Land and the Improvements, and Seller’s interest in all Appurtenances, Personal Property (if any), Development Rights, Contracts, Licenses and Permits, Plans, Environmental Reports and Warranties and Guaranties, and Seller’s interest, as landlord, under the Existing School Lease and all security deposits related to Seller’s ownership interest in the developed land located at 181 Randolph Road, Middletown Connecticut and as more particularly described on **Exhibit A** annexed hereto.

“Settlement Agreement Effective Date” shall have the same meaning as contained in the Xavier Settlement Agreement.

“Tenant” means the School under the Existing School Lease.

“Title Company” means Connecticut Attorneys Title Insurance Company (“CATIC”).

“Trust” means the trust created for the benefit of certain Abuse Claimants in accordance with the Plan and Confirmation Order and the Trust Agreement.

“Trust Agreement” shall mean the Trust Agreement establishing the Trust, as it may be amended, together with such additional document as may be executed in connection with the Trust Agreement, including the Trust Distribution Plan appended thereto and included therewith.

“Trustee” means the Trustee of the Trust in accordance with the terms of the Joint Plan, the Confirmation Order and the Trust Agreement, or any successor appointed in accordance with the terms of the Joint Plan, the Confirmation Order, and the Trust Agreement.

“Warranties and Guaranties” means all unexpired warranties and guaranties running to the benefit of Seller in connection with the operation of the Xavier Property, if any.

“Xavier Property Transfer” means the transfer of Seller’s Property to Xavier pursuant to the Xavier Settlement Agreement, the Joint Plan and this Agreement.

“**Xavier Settlement Agreement**” means the agreement by and between the Diocese and the School, dated _____, memorializing the global settlement resolving the disputes more particularly described in the Xavier Settlement Agreement.

1.2 Unless specified to the contrary, references to Sections, Exhibits and Schedules mean the particular Section, Exhibit or Schedule in or to this Agreement, all of which Exhibits and Schedules are made a part hereof for all purposes the same as if set forth herein verbatim; it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, such Exhibit attached hereto shall be deemed completed in the form executed.

1.3 Wherever used in this Agreement:

1. the words “include” or “including” shall be construed as incorporating also “but not limited to” or “without limitation”;
2. the word “day” means a calendar day unless otherwise specified;
3. the word “party” means each of Seller and Purchaser;
4. the word “law” (or “laws”) means any statute, ordinance, resolution, regulation, code, rule, order, decree, judgment, injunction, mandate, or other legally binding requirement of a Governmental Entity; provided, however, only the partnership, corporate or limited liability company laws, as applicable, of a State other than Connecticut shall be deemed to be “laws” under this Agreement; and
5. each reference to “\$” or “dollars” means United States dollars.

1.4 Certain other words and phrases are defined or described elsewhere in this Agreement.

ARTICLE 2.

PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, the Xavier Settlement Agreement and the Joint Plan, Seller, in consideration of the Purchase Price (defined below), and other good and valuable consideration as provided in the Xavier Settlement Agreement and the Joint Plan, hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Seller’s right, title and interest in Seller’s Property including, without limitation, the following:

(a) All rights, privileges and easements appurtenant to the Xavier Property, all development rights and entitlements relating to the Xavier Property, all water, wastewater and other utility rights relating to the Xavier Property, and any and all easements, rights-of-way, adjacent streets, walls, alleys and other appurtenances used in connection with the beneficial use and enjoyment of the Xavier Property;

(b) All of either Seller's right, title and interest in and to any and all (i) warranties, guaranties and beneficial indemnities currently in force and effect with respect to the Xavier Property, (ii) licenses, permits, certificates of occupancy, agreements, utility contracts, or similar documents relating to the Xavier Property, and (iii) design contracts, plans, drawings, specifications, surveys, engineering reports, environmental reports and other third-party reports pertaining to the physical characteristics of the Xavier Property; and

(c) All of either Seller's right, title and interest in and to any insurance proceeds or awards for damages resulting from any taking in eminent domain and/or from any fire or other casualty to the Xavier Property.

ARTICLE 3.

PURCHASE PRICE

3.1 Purchase Price. The total purchase price (the "**Purchase Price**") for the Property shall be TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000). For the avoidance of doubt, the Purchase Price to be paid by the Purchaser to the Trustee shall not be subject to prorations, and any prorations shall be addressed by the Seller and the Purchaser separately from the Purchase Price.

3.2 Payment of Purchase Price. The Purchase Price shall be paid by Purchaser to the Trustee at the Closing on the Closing Date.

3.3 Liabilities Not Assumed. Purchaser shall not assume or become responsible for any debts, liabilities, contract obligations, expenses, duties, Contracts, Leases, obligations or claims of any nature whatsoever of Seller (and Seller shall continue to be solely and fully responsible therefor) (collectively, the "**Excluded Liabilities**"), other than liabilities arising after the Closing under the Desired Contracts, and the Citizens Mortgages.

ARTICLE 4.

DELIVERY OF DOCUMENTS, CONDITIONS OF TITLE AND PERMITTED ENCUMBRANCES

4.1 The Seller shall provide the Purchaser with all information and documents pertaining to the Xavier Property to the extent in the possession or control of Seller:

(a) Copies of statements in Seller's possession or control of the ad valorem, intangible and other real and personal property taxes, special and general assessments, school taxes, water, and sewer charges against the Xavier Property.

(b) The most recent surveys of the Xavier Property in Seller's possession or control, if any, (collectively, the "**Survey**"). Any updated surveys required in connection with Purchaser's acquisition of Seller's Property shall be ordered and paid for by Purchaser.

(c) Copies of any unrecorded written agreements with utility companies or any other entity, in Seller's possession or control, and copies of any unrecorded easements in Seller's possession or control.

Copies of all Leases, Lease files, Desired Contracts and Licenses and Permits, Plans, Environmental Reports and Warranties and Guaranties related to the Xavier Property in Seller's possession or control.

(e) The most recent title commitments and title policies for the Seller's Property in Seller's possession or control.

(f) Copies of all Plans.

(g) Copies of any and all Environmental Reports,

(h) Copies of any written notice with respect to any actual or alleged violation of any laws applicable (or alleged to be applicable) to the Xavier Property.

(i) Copies of any governmental notices related to the Xavier Property, including, without limitation, notices of any pending or contemplated condemnation or other governmental taking proceedings affecting all or any part of Seller's Property.

4.2 Within thirty (30) days after the date of this Agreement, Purchaser shall cause the Title Company to deliver to Purchaser and Seller: (a) a current Commitment for an ALTA Owner's Policy of Title Insurance issued by the Title Company (the "**Title Policy**"), whereby said Title Company commits to issue its Title Policy written in accordance with this Agreement (the "**Commitment**"); and (b) copies of all instruments shown as exceptions on the Commitment. The Commitment shall describe Seller's Property; shall list Purchaser as the prospective named insured; shall show as the policy amount the Purchase Price; and shall contain the commitment of the Title Company to insure Purchaser's fee interest in Seller's Property upon the Closing. The Commitment shall show the status of the title of Seller's Property and all exceptions that would appear in the Title Policy. Any items or exceptions to title which are accepted or waived in writing or deemed to have been accepted or waived by Purchaser pursuant to the terms of this Agreement, are Permitted Encumbrances. For the avoidance of doubt, any Encumbrance other than a Permitted Encumbrance shall be disallowed or otherwise deemed invalid by the Confirmation Order.

4.3 In the event that Purchaser shall determine, in Purchaser's reasonable discretion, after a search of the title to Seller's Property that there exist any encumbrances, easements, covenants, conditions, restrictions, exceptions and defects in title that are not Permitted Encumbrances or easements, restrictions or reservations or other matters of record which are not acceptable to Purchaser ("**Title Objections**"), Purchaser shall promptly notify Seller in writing delivered no later than fifteen (15) days after Purchaser's receipt of the Commitment of the Title Objections and shall give Seller a reasonable period from the receipt of such notice (not to exceed fifteen (15) days) to clear such Title

Objections. If Seller is unable to convey title acceptable to Purchaser and provides notice to Purchaser of such inability within fifteen (15) days of Seller's receipt of the Title Objections, Purchaser shall have the right and option by written notice provided within fifteen (15) days to terminate and cancel this Agreement.

The title required to be conveyed by Seller shall be marketable, and the marketability thereof shall be determined in accordance with the Connecticut Standards of Title published by the Connecticut Bar Association, if applicable and to the extent such Standards of Title have not become obsolete because of legislation or other binding legal authority enacted or decided after the publication of the relevant standard. Seller shall be obligated to expend any such sums as may be required to satisfy or discharge any liens, encumbrances or mortgages which can be satisfied by the payment of money, except with respect to the Citizens Mortgages, the Seller's obligations under which are to be assumed by Purchaser in accordance with the Joint Plan and Citizens Consent (as defined in Section 5.1(f) below).

4.4 For the avoidance of doubt, the timeframes set forth in the foregoing Sections 4.2 and 4.3 shall all take place prior to and expire on or before the entry of the Joint Plan Effective Date.

ARTICLE 5.

CONDITIONS TO CLOSING

5.1 Conditions to Obligations of Purchaser. Except as provided in Section 5.3, the obligations of Purchaser to execute and deliver the applicable Closing Documents (as defined in Section 6.2) and to pay the Purchase Price shall be subject to the satisfaction of each of the following conditions at or prior to the Closing, unless otherwise specified:

(a) Title to Seller's Property shall be free of Encumbrances other than Permitted Encumbrances and except as otherwise provided herein.

(b) Seller shall have executed (where applicable) and delivered the Closing Documents to be executed and delivered by Seller.

(c) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date.

(d) Seller shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Seller's part prior to or as of the Closing Date.

(e) Approval of the Purchaser's entry into and performance under this Agreement by Purchaser's Board of Directors (the "**Purchaser Board Approval**").

(f) Consent to the parties' entry into and performance under this Agreement by Citizens Bank prior to the hearing to consider confirmation of the Plan (the "**Citizens Consent**").

(g) Approval of the Xavier Settlement Agreement, which becomes final and non-appealable.

(h) Entry of the Confirmation Order.

(i) Purchaser shall have received the Commitment for the Title Policy, which shall be consistent with this Agreement, including Section 4.2.

(j) Termination of the Lease, effective as of the Closing Date.

5.2 Conditions to Obligations of Seller. Except as provided in Section 5.3, the obligations of Seller to execute and deliver the applicable Closing Documents and to perform Seller's other obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing:

(a) Purchaser shall have delivered the Purchase Price to the Trustee for the Trust pursuant to the terms of this Agreement, the Settlement Agreement and the Joint Plan.

(b) Purchaser shall have executed (where applicable) and delivered the Closing Documents to be executed and delivered by Purchaser.

(c) Entry of the Confirmation Order.

(d) Citizens Bank having granted the Citizens Consent prior to the hearing to consider confirmation of the Plan.

(d) Termination of the Lease, effective as of the Closing Date.

5.3 Obligation to Transfer Title and Deliver Purchase Price Absolute. Notwithstanding the foregoing conditions to obligations of Purchaser and Seller as set forth in Sections 5.1 and 5.2, on and after the Joint Plan Effective Date, the Seller shall be absolutely, irrevocably and unconditionally obligated to convey fee simple title in the Seller's Property to the Purchaser and the Purchaser shall be absolutely, irrevocably and unconditionally obligated to pay the Purchase Price to the Trustee. On or after the Joint Plan Effective Date, any breach (including, but not limited to, of any representation or warranty), non-occurrence or other non-performance of any obligation or condition set forth in this Agreement shall, as appropriate, give rise to cause(s) of action for monetary damages or specific performance by Seller or Purchaser against the other but shall not excuse performance on the Closing Date by the Seller in conveying fee simple title in the

Seller's Property to the Purchaser or by the Purchaser in paying the Purchase Price to the Trustee.

ARTICLE 6.
CLOSING

6.1 Closing. The Closing will take place remotely via the exchange of electronic documents and signatures by electronic mail (or wet signatures, as required for the deed and other documents to be recorded in the land records) on a date mutually agreed by the parties as soon as practicable following the Joint Plan Effective Date, but no later than thirty (30) days after the Joint Plan Effective Date ("**Closing Date**").

6.2 Seller's Obligations at Closing. At the Closing, Seller shall deliver to Purchaser, as applicable, the following documents (the "**Closing Documents**"):

(a) a warranty deed (herein so called), in form and substance reasonably satisfactory to Purchaser, as applicable for the Land, Improvements and Appurtenances (the "**Real Property**"), conveying fee simple title in the Real Property to Purchaser, subject only to Permitted Encumbrances;

(b) counterparts of a Bill of Sale, if applicable (herein so called), in form and substance as set forth on **Exhibit B** attached hereto, duly executed by Seller, conveying the Personal Property, Development Rights, Desired Contracts, Licenses and Permits, Warranties and Guaranties, Environmental Reports and Plans owned and transferable by Seller for the Property to Purchaser;

(c) [Intentionally omitted]

(d) customary affidavits executed by Seller as the Title Company shall reasonably require in order to omit from the Title Policy all exceptions for (i) mechanic's and materialman's liens for work conducted by Seller, and (ii) tenants and parties in possession other than the School;

(e) good and immediately available funds in the amount due Purchaser under the prorations provisions of Article 7 below;

(f) a certificate of an officer of Seller, reflecting the authorization of (i) the actions to be taken by Seller under this Agreement and (ii) the execution and delivery of this Agreement, the Closing Documents and all other documents required to be executed and delivered by Seller pursuant to this Agreement;

(g) originals (or photocopies certified by Seller to be true and complete if originals are not available) of all Leases, Contracts, Licenses and Permits, Environmental Reports, Plans and Warranties and Guaranties, if any, in Seller's possession;

(h) [Intentionally omitted]

(i) a closing statement prepared by Seller, as reasonably approved by Purchaser, reflecting the Purchase Price and all adjustments and prorations provided for herein (the “**Closing Statement**”), executed by Seller;

(j) an affidavit of Seller certifying that Seller is not a ‘foreign person,’ as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended; and

6.3 Purchaser’s Obligation at Closing. At Closing, Purchaser shall deliver to Seller the following:

- (a) The Purchase Price payable as described in Section 3.2 hereof;
- (b) executed counterparts of the Bill of Sale, if any, originally executed by Purchaser; and
- (c) counterparts of the Closing Statement, executed by Purchaser.

6.4 Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay (i) all sales taxes on personal property, if any, (ii) the title premiums and the cost of any endorsements to the Title Policy required by Purchaser, if any, and the search and examination fees, (iii) Purchaser’s share of prorations, (iv) the cost of updating the Survey, if required by Purchaser and (v) all recording charges (other than for discharges of mortgages). Seller shall pay Seller’s share of prorations. Seller and Purchaser shall share in any costs of settlement charged by the Title Company, acting as settlement agent. Except as otherwise provided herein, each party shall pay its own attorneys’ fees.

6.5 Allocation of Purchase Price. Seller and Purchaser, if necessary, shall reasonably cooperate with each other to allocate the Purchase Price to the Land and Improvements, the Personal Property, and such other components constituting the Property to be conveyed herein.

ARTICLE 7. **PRORATIONS**

7.1 The following shall be apportioned and adjusted between Seller and Purchaser as of 11:59 p.m. (Connecticut time) the day preceding the Closing Date: all charges under the Desired Contracts to be assumed by Purchaser, on the basis of the actual number of days in any period covered by the charge being apportioned. Seller shall pay, at or prior to the Closing, all installments or amounts of items which are being apportioned under this Section which became due and payable prior to the Closing Date.

7.2 If any item covered by this Article cannot be apportioned because the same has not been (or cannot be) fully ascertained on the Closing Date, or if any error has been

made with respect to any apportionment, then such item shall be apportioned (or corrected, as applicable) as soon as the same is fully ascertained and shall be paid promptly thereafter by the appropriate party.

7.3 In the event either Purchaser or Seller shall owe the other any money as a result of the terms of this Article 7 (whether at Closing or thereafter), then the party owing such money shall pay the other party such money promptly, as soon as the amount is finally determined.

7.4 This Article 7, and all rights and duties of the parties hereunder, shall survive the Closing for 180 days.

ARTICLE 8.

REPRESENTATIONS AND WARRANTIES OF SELLER

8.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows, which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date:

(a) Seller is a religious corporation, duly organized, validly existing and in good standing and has all requisite authority to carry on its business.

(b) Seller has sole, good and marketable fee simple title to Seller's Property.

(c) Each structure and fixture on the Xavier Property is, to the knowledge of Seller, structurally sound with no known structural defects, and in good operating condition and repair (normal wear and tear excepted).

(d) Subject to entry of the Confirmation Order and such other authorization as is required by the Bankruptcy Court, Seller has the requisite capacity, power and authority, and has taken all action necessary to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Seller. Subject to approval of the Xavier Settlement Agreement and entry of the Confirmation Order and such other authorization as is required by the Bankruptcy Court, this Agreement constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(e) Subject to approval of the Xavier Settlement Agreement and entry of the Confirmation Order, the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated by this Agreement by Seller require no action by or in respect of, or filing with, any governmental authority other than any such action or filing as to which the failure to make or obtain would not have a material effect on Seller or its ability to consummate the transactions contemplated by this Agreement.

(f) Upon the entry of the Confirmation Order and obtaining the Citizens Consent, the execution and delivery of the Closing Documents will not (A) violate any provision of the articles of organization of Seller; (B) violate, conflict with or result in a breach or termination of, or give any other party the right to terminate, or constitute a default under the terms of, any agreement to which Seller is a party or by which it is bound; (C) violate any judgment, order, injunction, award or decree of any Governmental Entity against or binding upon Seller or upon the Xavier Property or business of Seller; or (D) constitute a violation by Seller of any applicable law or regulation to which Seller is subject.

(g) Subject to approval of the Xavier Settlement Agreement and entry of the Confirmation Order, there is no action, suit, investigation or proceeding pending against or, to the knowledge of Seller, threatened against Seller before any governmental authority which in any manner challenges or seeks to prevent, enjoin, materially alter or materially delay the transactions contemplated by this Agreement.

(h) **FIRPTA.** Seller is not a foreign person within the meaning of Section 1445(b) (2) of the Internal Revenue Code of 1986, as amended.

(i) **Documents Delivered.** The Seller documents delivered or to be delivered to Purchaser pursuant to Section 4.1 are true, correct, and complete copies in all material respects of the documents in Seller's possession.

(j) **Other Agreements.** Seller is not a party to any outstanding contracts or options to purchase Seller's Property or any portion thereof in favor of any third party.

(k) **Leases.** Other than the Existing School Lease (which must be terminated as a condition to Closing), no leases are in effect for the Xavier Property.

(l) **Rezoning/Condemnation.** To the best of Seller's knowledge, there is not now pending, and Seller has no actual knowledge of, any threatened proceeding for the rezoning of Seller's Property. Seller has no actual knowledge of pending or contemplated condemnation or other governmental taking proceedings affecting all or any part of the Xavier Property.

(m) **Notices.** From and after the Effective Date, and continuing to the Closing Date, Seller shall promptly forward to Purchaser a copy of any written notice or correspondence received by Seller pertaining to the Xavier Property.

(n) **Representations and Warranties; Conditions Precedent.** Seller shall not knowingly take nor fail to take any action that causes any representation or warranty of Seller hereunder to be untrue or incorrect. Seller shall promptly advise Purchaser of any fact or circumstance that causes (or is likely to cause) any representation and warranty of Seller to be untrue or inaccurate".

8.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

(a) **Organization.** Purchaser is a nonstock corporation, duly organized, validly existing and in good standing under the law of the State of Connecticut and has all requisite authority to carry on its business.

(b) **Corporate Authorization.** The execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of the transactions contemplated by this Agreement, subject to approval of the Xavier Settlement Agreement and entry of the Confirmation Order, have been duly and validly authorized by all requisite organizational action other than obtaining the Purchaser Board Approval, and no other corporate or similar organizational proceedings (other than obtaining the Purchaser Board Approval) are necessary to authorize the execution, delivery or performance of this Agreement by it. This Agreement has been duly and validly executed and delivered by Purchaser, and, assuming this Agreement is a valid and binding obligation of the Seller, this Agreement constitutes a valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, upon approval of the Bankruptcy Court.

(c) **Governmental Authorization.** The execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated by this Agreement by Purchaser require no action by or in respect of, or filing with, any governmental authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) any such action or filing as to which the failure to make or obtain would not have a material effect on Purchaser or its ability to consummate the Transactions.

(d) **Noncontravention.** Subject to approval of the Xavier Settlement Agreement, the entry of the Confirmation Order, and obtaining the Citizens Consent, neither the execution and delivery of this Agreement by Purchaser nor the consummation by Purchaser of the transactions contemplated by this Agreement will (a) conflict with or result in any breach of any provision of organizational documents of Purchaser; (b) require any filing with, or the obtaining of any permit, authorization, consent or approval of, any governmental authority; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other contract, instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound; or (d) violate any law applicable to Purchaser, except, with respect to clauses (b), (c) and (d), such requirements, violations, conflicts, defaults or rights which would not prevent Purchaser from consummating the transactions contemplated by this Agreement.

(e) **Availability of Purchase Price.** Purchaser has sufficient funds available to it in cash to pay or cause to be paid any cash portion of the Purchase Price. Upon

the consummation of the Transactions, (a) Purchaser will not be insolvent as defined in Section 101 of the Bankruptcy Code, (b) Purchaser will not be left with unreasonably small capital, Purchaser will not have incurred debts beyond its ability to pay such debts as they mature, and the capital of Purchaser will not be impaired.

(f) **Litigation**. Subject to approval of the Xavier Settlement Agreement and entry of the Confirmation Order, there is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against Purchaser before any governmental authority which in any manner challenges or seeks to prevent, enjoin, materially alter or materially delay the transactions contemplated by this Agreement.

(g) **Use of Property**. The Purchaser intends to use the Xavier Property after Closing as follows: as an educational institution.

(h) **No Outside Reliance; Investigation**. Purchaser acknowledges and agrees that the representations and warranties made by Seller to Purchaser in **Section 8.1** (as qualified by the express terms and conditions (including limitations and exclusions) of this Agreement) and in the Settlement Agreement (collectively, the “**Express Representations**”) are the sole and exclusive representations, warranties and statements of any kind made to Purchaser and on which Purchaser may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees all other representations, warranties and statements (other than the Express Representations) of any kind or nature expressed or implied, whether in written, electronic or oral form, in each case, made or provided by Seller, its advisors or any other person are disclaimed by Seller. Purchaser acknowledges and agrees that in making its decision to enter into this Agreement and all agreements and instruments in connection herewith and to consummate the transactions contemplated hereby and thereby it (i) has been afforded the opportunity to ask questions of and receive answers from the Seller, (ii) has conducted its own independent investigation of Seller, and has not relied on any representation, warranty or other statement by Seller or any other Person on behalf of Seller, other than the Express Representations and (iii) has relied solely upon its own investigation and the Express Representations.

(i) **Outside Reliance; Investigation**. NEITHER PURCHASER, NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, RELATING TO PURCHASER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN PURCHASER’S EXPRESS REPRESENTATIONS SET FORTH ABOVE IN THIS SECTION OR IN THE SETTLEMENT AGREEMENT, AND ANY AND ALL OTHER SUCH REPRESENTATIONS, TACIT OR IMPLICIT, WRITTEN OR ORAL, ARE HEREBY DISCLAIMED BY PURCHASER.

8.3 Survival. None of the representations or warranties of the parties set forth in this Agreement, or in any other agreement or certificate executed in connection with, or

delivered pursuant to, this Agreement, other than the deed to be delivered by Seller at the Closing, shall survive the Closing. Other than the requirements of further assurances and actions specifically identified to be taken post-Closing, all other covenants of the parties shall expire upon Closing. This Section 8.3 shall not limit any covenant or agreement of any party which, by its term, contemplates performance after the Closing, but only to the extent such covenants and agreement are to be performed, or prohibit actions, subsequent to the Closing.

ARTICLE 9. RISK OF LOSS

9.1 Risk of Loss. Until the transfer of title and possession on the Closing Date, the risk of loss by fire or other casualty to Seller's Property shall be borne by Seller who shall keep Seller's Property insured against such loss to the fullest extent of the fair insurable value thereof (subject to Purchaser's insurance obligations under the Existing School Lease). In the event of any such loss prior to the Closing, Purchaser may elect to either rescind this Agreement or to accept the proceeds of any insurance proceeds received by Seller and/or Purchaser and to perform under the terms of this Agreement, provided that following the Joint Plan Termination Date Purchaser shall only be entitled to accept the proceeds of any insurance proceeds received by Seller and/or Purchaser and to perform under the terms of this Agreement.

9.2 Condemnation. If, prior to the Closing, an action is initiated to take the Xavier Property by eminent domain proceedings or by deed in lieu thereof (a "Condemnation"), Seller, upon receipt of written notice of such action from any Governmental Entity, shall immediately give Purchaser written notice of such Condemnation, Purchaser shall have the right to (a) terminate this Agreement, or (b) consummate the Closing, in which latter event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Purchaser at the Closing and there shall be no reduction in the Purchase Price.

ARTICLE 10. DEFAULT

10.1 Permitted Termination. If this Agreement is terminated by either party pursuant to a right expressly given to it hereunder (a "Permitted Termination"), neither party shall have any further obligation to the other party except as expressly provided in the Agreement.

10.2 Default Remedies of Purchaser.

(a) Seller shall be in default hereunder if, unless Seller's performance is legally excused by the material breach of Purchaser, Seller shall fail to Close on the sale of Seller's Property in accordance with this Agreement, the Approval Order and the Confirmation Order.

(b) In the event of a default by Seller under Section 10.2(a), then Purchaser shall seek monetary damages against Seller or specific performance of Seller's obligations hereunder pursuant to a motion to enforce the Settlement Agreement, the Approval Order and the Confirmation Order.

10.3 Default Remedies of Seller.

(a) Purchaser shall be in default hereunder if, unless Purchaser's performance is legally excused by the material breach of Seller, Purchaser shall fail to Close on the purchase of Seller's Property in accordance with this Agreement, the Approval Order and the Confirmation Order.

(b) In the event of a default by Purchaser under Section 10.3(a), then Seller shall seek specific performance of Purchaser's obligations hereunder (including, but not limited to, on and after the Effective Date of the Joint Plan, the payment of the Purchase Price to the Trustee) pursuant to a motion to enforce the Settlement Agreement, the Approval Order and the Confirmation Order.

ARTICLE 11.
SELLER'S PRE-CLOSING OBLIGATIONS

11.1 Operations. Seller hereby agrees and covenants that from the date hereof through the Closing or earlier termination of this Agreement:

(a) Seller shall not, without the prior written approval of Purchaser, enter into any Contract or Lease with regards to the Xavier Property that will be binding on Purchaser or the Xavier Property after the Closing except a Contract or Lease in the ordinary course of business of the Xavier Property provided that any such Contract or Lease in any event can be terminated by Purchaser upon 30 days' notice without payment or penalty.

(b) Seller shall not consent to any zoning changes of the Xavier Property without the prior written consent of Purchaser.

(c) Seller shall maintain its current liability insurance for the Xavier Property.

(d) Seller shall not sell or otherwise encumber the Xavier Property.

(e) Seller will not alter the physical condition of the Xavier Property in any material respect.

ARTICLE 12.
BROKERS

12.1 The parties hereby agree and acknowledge that there is no agent or broker involved in the transaction contemplated under this Agreement and no other agent(s) or broker(s) showed the Xavier Property to Purchaser or participated in the sale of the Xavier Property.

ARTICLE 13
BANKRUPTCY MATTERS

13.1 Bankruptcy Court Approval.

(a) Seller and Purchaser each acknowledge that this Agreement and the sale of Seller's Property and the assumption of the Desired Contracts, if any, by Purchaser are subject to Bankruptcy Court approval, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties in accordance with the Joint Plan or as otherwise ordered by the Bankruptcy Court, and (ii) Purchaser must provide adequate assurance of future performance as required under the Bankruptcy Code with respect to each Desired Contract that it intends to assume.

(b) Confirmation Order. Purchaser agrees that it will take such actions as are reasonably requested by Seller to assist in obtaining entry of the Confirmation Order and such other orders related to the Purchaser's assumption of Desired Contracts, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement.

(c) If any conflict arises between the terms of this Agreement, on the one hand, and the Confirmation Order, on the other, the terms of the Confirmation Order shall control in all respects.

ARTICLE 14
MISCELLANEOUS

14.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when (a) personally delivered to the address of the party to receive such notice set forth below, (b) transmitted if sent via facsimile or email (with confirmation of successful transmission), (c) the next succeeding Business Day after deposit with a nationally recognized overnight courier service (e.g., Federal Express) for delivery on the next Business Date and addressed to the party as set forth below, or (d) three Business Days after when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows, or to such other place as Seller or Purchaser or Title

Company, respectively, may from time to time designate by written notice to the other. A notice may be given by a party or by a party's attorney at law:

If to Seller: The Norwich Roman Catholic Diocesan Corporation
201 Broadway
Norwich, CT, 06360
Attn: Fr. Peter Langevin

With copies to: Brown Jacobson, PC
22 Courthouse Square
Norwich, CT, 06360
Attn: Jeffrey R. Godley, Esq.
Phone: (860)889-3321
Fax: (860) 886-0673
E-mail: jgodley@brownjacobson.com

If to Xavier: Peter Mondani
Xavier High School
181 Randolph Road
Middletown, CT 06457

With a copy to: Jon P. Newton
Reid and Riege, P.C.
One Financial Plaza, 21st Floor
Hartford, CT 06103
jnewton@reidandriege.com

14.2 Integration Clause. This Agreement, the Settlement Agreement and the Joint Plan embody the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. The parties hereto do not intend to confer any benefit hereunder on any Person other than the parties hereto.

14.3 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

14.4 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

14.5 Governing Law. This Agreement shall be governed and construed by the Bankruptcy Code and the internal laws of the State of Connecticut.

14.6 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

14.7 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

14.8 Multiple Counterparts; Electronic Signatures. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. Further, this Agreement may be executed by facsimile or by portable document format (.pdf) signature, such that execution of this Agreement by facsimile or by portable document format (.pdf) signature shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

14.9 Construction. The words "herein" "hereof" "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Whenever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Marginal notes are inserted for convenience only and shall not form part of the text of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

14.10 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

14.11 [Intentionally Omitted]

14.12 No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Purchaser and Seller.

14.13 Assignment. Purchaser shall have a right to assign this Agreement to any entity which directly or indirectly, controls, is controlled by or under common control with Purchaser (an "Affiliate"), or to a Qualified Intermediary as part of a 1031 transaction. Any such assignment to Purchaser's Affiliate shall release Purchaser from its duties, liabilities, or obligations under this Agreement.

14.14 Timing. If the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday, or legal holiday under the law of the United

States or the State of Connecticut, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date first written above.

SELLER:

SELLER NAME

THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION

By:_____

Name:

Title:

PURCHASER:

PURCHASER NAME

XAVIER HIGH SCHOOL CORPORATION
OF MIDDLETOWN

By:_____

Name:

Title:

EXHIBIT A
(Legal Description)

All those two (2) certain pieces or parcels of land, together with all improvements thereon, situated on the southerly side of Paddock Road and the southerly side of Randolph Road, in the City of Middletown, County of Middlesex and State of Connecticut, shown on a map entitled, "MAP SHOWING PROPOSED LOT CONSOLIDATION PROPERTY AT XAVIER HIGH SCHOOL LOCATED ON THE SOUTH SIDE OF PADDOCK ROAD AND RANDOLPH ROAD MIDDLETOWN, CONNECTICUT" PREPARED BY: O'BRIEN ASSOCIATES, INC. 83 MOUNTAIN LAUREL DRIVE, MIDDLETOWN, CONN. SCALE: AS SHOWN DATE: DECEMBER 11, 2018 FILE: 3534 SHEET 1 OF 1" REVISED 12-8-18 which map is to be filed in the Middletown Town Clerks office to which map reference is hereby made and may be had for a more particular description and location of said premises, said parcels being more particularly bounded and described as follows:

First Piece (56.957 Acres)

Commencing at a point in the southerly line of Paddock Road, said point being the northwesterly corner of Parcel 1 and having the following Northern and Eastern Coordinates N 754,804.6556 E 1,034,156.3977 based upon the Connecticut State Coordinate System and the North American Datum of 1983 (NAD 83); thence running N 66°-29'-22" E a distance of 30.00' along the southerly line of Paddock Road to a point; thence running S 23°-24'-12" E a distance of 297.28' along land N/F State of Connecticut to a point; thence continuing along land N/F of State of Connecticut N 68°-22'-57" E a distance of 746.24' to a point; N 14°-50'-53" W a distance of 180.31' to a point; N 20°-02'-23" W a distance of 121.00' to a point located in the southerly line of Paddock Road; thence running along the southerly line of Paddock Road N 68°-22'-57" E a distance of 60.02' to a point; thence continuing along the southerly line of Paddock Road N 56°-57'-57" E a distance of 157.31' to a point; thence running N 56°-57'-57" E a distance of 74.07' to a point in the southerly line of Randolph Road; thence running along an arc in a curve to the left a length of 487.32' along a radius of 2904.93' with a central angle of 9°-36'-42" to a point; thence continuing along the southerly line of Randolph Road N 74°-08'-04" E a distance of 32.84' to a point; thence running along land N/F State of Connecticut (Route 9) along an arc in a curve to the right a length of 106.78' along a radius of 328.00' with a central angle of 18°-39'-10" to a point; thence continuing along land N/F State of Connecticut (Route 9) the following three courses and distances S 11°-17'-54" W 454.56'; S 01°-22'-14" W 220.46'; S 53°-38'-06" E 181.25' to a point marked by a CHD Mon. having the following Northern and Eastern Coordinates N 754,476.2096 E 1,035,728.2717 based upon the Connecticut State Coordinate System and the North American Datum of 1983 (NAD 83); thence running S 60°-17'-46" E 73.03' to a point; said point being the northwest corner of parcel 2 as shown on the referenced map herein. Thence running along the westerly line of parcel 2 S 05°-21'-21" E a distance of 830.78' to a point; thence running along the southerly line of parcel 2 N 72°-33'-59" E a distance of 288.24' to a point; said point being the southeasterly corner of parcel 2, thence running N 72°-31'-32"

E a distance of 173.20' to a point; thence running S 04°-51'-52" E a distance of 1364.87' along land N/F City of Middletown to a point; thence running S 79°-11'-35" W a distance of 450.12' along land N/F Hammond to a point; thence running the following five courses and distances along land N/F Lee Farm Homeowners Association, Inc. N 5°-26'-19" W 45.73'; N 01°-26'-02" W 57.33'; N 06°-57'-58" W 102.33'; S 88°-45'-29" W 273.56'; S 85°-11'-01" W 333.09' to a point; thence running N 05°-43'-53" W a distance of 584.02' along land N/F Cedar Ridge Association of Middletown, Inc. to a point; thence continuing along land N/F Cedar Ridge Association of Middletown, Inc. N 05°-08'-40" W a distance of 479.71' to a point; thence running along land of N/F Harold E. Graves Jr. & Marsha Graves the following eight courses and distances N 08°-31'-06" W 60.36'; N 06°-47'-37" W 134.75'; N 07°-30'-02" W 196.30'; N 04°-59'-47" W 452.77'; N 03°-21'-30" W 150.82'; N 05°-33'-56" 16.05'; S 83°-22'-24" W 850.90'; N 23°-24'-12" W a distance of 393.22' to the point or place of commencement.

Second Piece (4.500 Acres)

Commencing at a point which marks the northwesterly corner of parcel 2, said point being 73.03' southeast from a CHD Monument having the following Northern and Eastern Coordinates N 754,476.2096 E 1,035,728.2717 based upon the Connecticut State Coordinate System and the North American Datum of 1983 (NAD 83); thence running S 60°-17'-46" E a distance of 332.09' along land N/F State of Connecticut (Route 9) to a point; thence running S 07°-01'-33" E a distance of 324.03' along land N/F State of Connecticut to a point; thence continuing along land N/F State of Connecticut S 05°-29'-11" E a distance of 255.81' to a point; thence running along parcel 1 S 72°-33'-59" W a distance of 288.24' to a point; thence continuing along parcel 1 N 05°-21'-21" W a distance of 830.78' to the point or place of commencement.

EXHIBIT B

BILL OF SALE

THIS AGREEMENT is made as of the _____ day of _____, 2024, between **THE NORWICH ROMAN CATHOLIC DIOCESAN CORPORATION**, a Connecticut religious corporation with a mailing address of 201 Broadway, Norwich, Connecticut 06360 (the “Assignor”) and [] (“Assignee”)

RECITALS:

A. Assignee has this day acquired from Assignor certain interest in real property more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. In connection with Assignee’s acquisition of the Property, Assignor shall convey its interest in certain personal property, as described below.

NOW THEREFORE, in consideration of the acquisition of the Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell, assign, transfer and deliver to Assignee, without recourse, the following (collectively, the “Personal Property”):

(a) All the right, title, and interest of Assignor in and to all tangible personal property located on or about the Property or attached or appurtenant thereto or used in connection with the operation thereof and owned by Assignor, but excluding tangible personal property owned by Tenants in their capacity as Tenants under any leases of the Property.

(b) All the right, title, and interest of Assignor in and to all those permits, licenses, certificates, approvals, authorizations, variances and consents (including any and all presently pending applications therefor but excluding any insurance policies) affecting the Property issued to Assignor or to its predecessors in interest in the Property, whether or not the same may presently be in full force and effect, all to the extent that Assignor may lawfully transfer the same to Assignee.

(c) All of Assignor’s right, title, and interest in and to all unexpired warranties and guaranties affecting the Property and the Personal Property, all to the extent that Assignor may lawfully transfer the same to Assignee (it being agreed that nothing in this Section (c) shall be construed to affect Seller’s rights under such warranties and guaranties with respect to periods prior to the date hereof).

2. Assignor conveys and Assignee, by its acceptance thereof, accepts the Personal Property in its "AS IS WHERE IS" condition, WITH ALL FAULTS, if any, and Assignor makes no representations or warranties of any kind or character, express or implied, either herein or otherwise, as to the Personal Property.

3. This agreement may be signed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

(Remainder of Page Intentionally Left Blank)

(Signature Page—Bill of Sale)

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the date first above written.

ASSIGNOR:

**THE NORWICH ROMAN CATHOLIC
DIOCESAN CORPORATION,**
a Connecticut religious corporation

By:_____

Name:_____

Title: Bishop of Norwich/President

ASSIGNEE:

By:_____

Name:

Title:

EXHIBIT C
(Desired Contracts)

None.

EXHIBIT D
(Leases)

The Existing School Lease.

EXHIBIT E
(Permitted Encumbrances)

1. Any and all provisions of any ordinance, municipal regulation, or public or private law.
2. Taxes, if any, due the City of Middletown on the List of October 1, 2023, which are not yet due or payable.
3. Building, building line and zoning restrictions as of record appear.
4. Any easements, restrictions, covenants, and agreements, as of record may appear.
5. The Citizens Mortgages.