

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bankruptcy Case No. 15-30125

The Archdiocese of Saint Paul and
Minneapolis,

CHAPTER 11 CASE

Debtor.

UNSWORN DECLARATION OF BENJAMIN E. GURSTELLE

Benjamin E. Gurstelle, under penalty of perjury, states as follows:

1. I am an attorney with the law firm of Briggs and Morgan, P.A., which represents the debtor in the above-captioned case, the Archdiocese of Saint Paul and Minneapolis. I make this unsworn declaration in connection with the Debtor's First Amended Chapter 11 Plan of Reorganization (Amended Plan) and First Amended Disclosure Statement in Support of Chapter 11 Plan of Reorganization (Amended Disclosure Statement) each filed on November 15, 2016 in this case.

2. Attached as Exhibit 1 is a redline comparison of the Amended Plan against the Debtor's Plan of Reorganization filed on May 26, 2016 [ECF No. 655].

3. Attached as Exhibit 2 is a redline comparison of the Amended Disclosure Statement against the Debtor's Disclosure Statement filed on May 26, 2016 [ECF No. 656].

Dated: November 15, 2016

/e/ Benjamin E. Gurstelle
Benjamin E. Gurstelle

Exhibit 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

THE ARCHDIOCESE OF SAINT PAUL
AND MINNEAPOLIS

Debtor.

Case No. 15-30125

Chapter 11

**FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION OF THE
ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS**

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| Dated: ~~May 26~~[November 15](#), 2016

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INTRODUCTION

The Archdiocese of Saint Paul and Minneapolis, the debtor and debtor in possession in the above-captioned Chapter 11 case (the “Archdiocese” or “Debtor”), proposes this Chapter 11 Plan of Reorganization (the “Plan”) pursuant to the provisions of the Bankruptcy Code.

All creditors are encouraged to consult the disclosure statement for the Chapter 11 Plan of Reorganization dated ~~May 25~~November 15, 2016, proposed by the Archdiocese of Saint Paul and Minneapolis before voting to accept or reject the Plan. Among other information, the disclosure statement contains discussions of the Archdiocese, the historical background of the Chapter 11 case and the prepetition period, 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.

The Bankruptcy Court has scheduled the confirmation hearing for approval of the Plan at ~~_____ a. _____~~ m. on ~~_____~~, 2016 ~~_____~~, 2017.

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1. DEFINED TERMS. For the purposes of the Plan, except as expressly provided and unless the context otherwise requires, all capitalized terms not otherwise defined in context have the meanings ascribed to them in Exhibit A 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 and/or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable;

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

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

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

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

(f) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and

conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

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

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

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

~~(j) all references to documents and pleadings to be “filed” shall mean filing in accordance with the Bankruptcy Code and Bankruptcy Rules;~~

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

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

1.3. TIME PERIODS. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Federal Rule of Bankruptcy Procedure 9006(a) shall apply. If any act under the Plan is required to be performed on a date that is not a business day, then the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. Enlargement of any period of time prescribed or allowed by the Plan shall be governed by the provisions of Federal Rule of Bankruptcy Procedure 9006(b).

1.4. EXHIBITS AND SCHEDULES.

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

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

- Exhibit A: Definitions
- Exhibit B: Form of Future Tort Claim Proof of Claim
- Exhibit C: Guaranty Obligations
- Exhibit D: Trust Agreement and Trust Distribution Plan
- Exhibit E: Claim Resolution Agreement
- Exhibit F: Counseling Fund Process
- Exhibit G: Insurance Settlement Agreements

Exhibit H: List of Leases and Executory Contracts to be Assumed
Exhibit I: Archdiocese Entity Insurance Policies
Exhibit J: Officers and Directors of Reorganized Debtor
Exhibit K: Settlement Agreement with Ramsey County Attorney's Office

[Exhibit K\(1\): Amendment to Settlement Agreement with Ramsey County Attorney's Office](#)

[Exhibit K\(2\): Dismissal Pursuant to Rule 30.01](#)

Exhibit L: ~~List of Protected Party Insurance Policies:(1):~~
[Archdiocesan](#) Settling Insurers ~~and~~

[Exhibit L\(2\): Parish Settling Insurers](#)

[Exhibit L\(3\): Non-Settling Insurers](#)

Exhibit M: List of Catholic Entities

[Exhibit N: List of Other Insured Entities](#)

(c) The Schedules to the Plan include the following:

Schedule 1: List of Class 3 Claimants

Schedule 2: List of Class 8 Claimants

Schedule 3: List of Trade Vendor Claims

ARTICLE II

TREATMENT OF UNCLASSIFIED CLAIMS

2.1. ADMINISTRATIVE CLAIMS. As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims shall not be classified for the purposes of voting or receiving distributions under the Plan. Rather, all such claims shall be treated separately as unclassified claims on the terms set forth in this Article.

(a) Treatment. Each holder of an allowed Administrative Claim against the Archdiocese shall receive, in full satisfaction, settlement, release, and extinguishment of such claim, an amount from the Plan Implementation Account equal to the allowed amount of such Administrative Claim, unless the holder agrees or shall have agreed to other treatment of such claim no less favorable to the Archdiocese.

(b) General Administrative Filing Deadline.

(1) Except as otherwise set forth in this Section, requests for payment of Administrative 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 Administrative Claims (including the holders of any claims for federal, state or local taxes, but excluding Professional Claims) that are required to file a request for payment of such claims and that do not file such requests by the applicable Filing Deadline shall be forever barred from asserting such claims against the Archdiocese, the Reorganized Debtor, or any of their property. Notwithstanding the foregoing, any

filing deadlines established during the course of this Chapter 11 case shall remain in full force and effect.

(2) All objections to the allowance of Administrative Claims (excluding Professional Claims) must be served and filed by any parties in interest no later than ninety (90) days after the Administrative Claim Filing Deadline (the “Administrative Claim Objection Deadline”). The Administrative Claim Objection Deadline may be initially extended for an additional ninety (90) days at the sole discretion of the Debtor upon the filing of a notice of the extended Administrative Claim Objection Deadline with the Bankruptcy Court. Thereafter, the Administrative Claim Objection Deadline may be further extended by an order of the Bankruptcy Court, which order may be granted without notice to any party in interest. If no objection to the applicable Administrative Claim is filed on or before the Administrative Claim Objection Deadline, as may be extended, such Administrative Claim will be deemed allowed, subject to the Bankruptcy Court’s discretion to extend such objection deadline retroactively. For the avoidance of doubt, the Administrative Claim Objection Deadline established by this subparagraph, as may be extended, shall control over any contrary deadline set forth in any requests for payment of Administrative Claims.

(c) Professional Claim Filing Deadline.

(1) All Professionals or other Persons requesting compensation or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code 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 sixty (60) days after a notice of the Effective Date is filed with the Bankruptcy Court and served (the “Professional Claim Filing Deadline”).

(2) Objections to Professional Claims or claims of other Persons for compensation or reimbursement of expenses must be filed and served no later than forty-five (45) days after the Professional Claim Filing Deadline (the “Professional Claim Objection Deadline”). The Professional Claim Objection Deadline may be initially extended for an additional forty-five (45) days at the sole discretion of the Debtor upon the filing of a notice of the extended Professional Claim Objection Deadline. Thereafter, the Professional Claim Objection Deadline may be further extended by an order of the Bankruptcy Court, which order may be granted without notice to any party in interest.

2.2. STATUTORY FEES. All fees due and payable pursuant to 28 U.S.C. § 1930 and not paid prior to the Effective Date shall be paid as soon as practicable after the Effective Date from the Plan Implementation Account. After the Effective Date, the Reorganized Debtor shall pay quarterly fees to the U.S. Trustee from the Plan Implementation Account until the

Chapter 11 case is closed and a Final Decree is entered. In addition, the Reorganized Debtor shall file post-confirmation date quarterly 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 Debtor and its Estate.

2.3. PRIORITY TAX CLAIMS. With respect to each allowed Priority Tax Claim not paid prior to the Effective Date, the Reorganized Debtor shall (i) pay such claim in cash as soon as practicable after the Effective Date from the Plan Implementation Account, or (ii) provide such other treatment agreed to by the holder of such allowed Priority Tax Claim and the Archdiocese, as applicable, in writing, provided such treatment is no less favorable to the Archdiocese than the treatment set forth in clause (i) of this sentence.

ARTICLE III
CLASSIFICATION OF CLAIMS

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

CLASS	DESCRIPTION	IMPAIRMENT	VOTING
1	Priority Claim	Unimpaired	No
2	Governmental Unit Claims	Unimpaired	No
3	General Insurance Fund and Medical and Dental Benefit Claims	Impaired	Yes
4	Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan Claims	Unimpaired	No
5	Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan Claims	Unimpaired	No
6	Pending Tort Claims	Impaired	Yes
7	Future Tort Claims	Impaired	Yes
8	Inter-Parish Loan Fund and Assessment Overpayment Claims	Impaired	Yes
9	Trade Vendors and General Unsecured Creditors - Class 9A - Class 9B	Impaired Impaired	Yes Yes
10	Secured Claim of Premier Bank	Unimpaired	No
11	Guaranty Claims	Unimpaired	No
12	Other Tort Claims and Unsecured	Impaired	Yes

	Claims		
13	Catholic Entity Abuse Related Contingent Claims	Impaired	Yes
14	Other Abuse Related Contingent Contribution and Indemnity Claims	Impaired	Deemed to Reject
15	Penalty Claims	Impaired	Deemed to Reject
16	Priest Support Payments	Unimpaired	No

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

**ARTICLE IV
TREATMENT OF CLASSIFIED CLAIMS**

4.1. PRIORITY CLAIMS (CLASS 1).

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

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

4.2. GOVERNMENTAL UNIT CLAIMS (CLASS 2).

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

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

4.3. GENERAL INSURANCE FUND AND MEDICAL AND DENTAL BENEFIT CLAIMS (CLASS 3).

(a) **Definition.** A Class 3 Claim means the claims against the Archdiocese held by the ~~Catholic~~ entities listed on Schedule 1 arising from or related in any way to the

collection and use of contributions and premiums and other payments made by such claimants to the Archdiocese under the General Insurance Fund (“GIF”) and Archdiocese Medical and Dental Plan Trust (“AMBP”), including any claims arising from the administration by the Archdiocese of the GIF or AMBP.

(b) Treatment.

(1) The Archdiocese will assume its participation in the GIF and AMBP: for the continued benefit of Class 3 claimants. The Archdiocese will continue to sponsor the GIF and AMBP and will cause to be paid claims and administrative expenses under the GIF and AMBP to the extent of available funds in the GIF and AMBP in accordance with prior practices.

(2) The Archdiocese has set participant premiums for the GIF for the period through July 1, 2017. The Archdiocese anticipates that premiums will be sufficient to pay all known claims and incurred but not reported claims (other than Tort Claims), plus administrative expenses, expenses related to maintaining workers compensation reserves and deposits and premiums for reinsurance (“GIF Claims and Expenses”) and the minimum GIF Tort Claim Contribution Amount (as defined below). The Archdiocese, however, shall adjust premiums payments to the GIF to the extent necessary to pay GIF Claims and Expenses and the minimum GIF Tort Claim Contribution Amount as set forth below. The Archdiocese shall not reduce premiums to the GIF prior to July 1, 2017 and shall not increase premiums prior to June 30, 2017 except to the extent necessary to pay GIF Claims and Expenses and the minimum GIF Tort Claim Contribution Amount as set forth below.

(3) Funds in the GIF not required to pay GIF Claims and Expenses will be held in reserve and will be paid to the Plan Implementation Account (if paid on the Effective Date) or the Trust (if paid after the Effective Date) in satisfaction of claims of participants related to Tort Claims and as additional consideration for the Channeling Injunction set forth in this Plan (“GIF Tort Claim Contribution Amount”). The GIF Tort Claim Contribution Amount shall be in the minimum amount of \$5,000,000 and shall not exceed \$6,000,000. On the Effective Date, the Archdiocese shall pay to the Plan Implementation Account for contribution to the Trust an amount equal to the available balance of the GIF Tort Claim Contribution Amount held by the Archdiocese as of the Effective Date (as reasonably determined by the Archdiocese to reflect incurred and unpaid non-abuse claims and appropriate reserves). As soon as practical on or before June 30, 2017, the Archdiocese shall pay to the Trust the balance of the GIF Tort Claim Contribution Amount up to the maximum amount set forth in this paragraph (\$6,000,000). Any amount not required to be paid to the Trust under this subparagraph shall be held in the GIF for administration in accordance with prior practices. Except as provided herein, any claims related to the GIF, including any claims arising from prior contribution to the GIF, will be disallowed and receive no distribution.

(4) To the extent permitted under applicable law, the Archdiocese shall cooperate with the trustees of the AMBP following the Effective Date to convert the AMBP to a VEBA Trust (or similar trust mechanism). Notwithstanding anything to the contrary contained herein, neither the Archdiocese nor the trustees of the AMBP shall be required to enter into any trust or other arrangement that will require that the AMBP, or any successor trust mechanism, provide coverage for services or procedures contrary to the teachings of the Catholic Church. The Archdiocese, in cooperation with the trustees of the AMBP, reserves the right to seek the termination of the AMBP if the conversion of the AMBP is impossible or proves to be unreasonably expensive or impractical or in the event that it becomes impossible or impractical to maintain rates for the AMBP in an amount sufficient to pay future claims.

4.4. ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS PRIESTS' PENSION PLAN CLAIMS (CLASS 4).

(a) **Definition.** A Class 4 Claim means any claim against the Archdiocese for liability arising under the Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan.

(b) **Treatment.** The Archdiocese, along with a number of other ~~Catholic~~ entities, participates in, and contributes to, the Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan (the "Priest Plan"). The Archdiocese will assume its participation in the Priest Plan and will continue to meet its obligations under the Priest Plan as they become due. The Archdiocese will not make any payment with respect to any Claim filed in this Chapter 11 case with respect to Class 4 Claims.

4.5. ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS LAY EMPLOYEES' PENSION PLAN CLAIMS (CLASS 5).

(a) **Definition.** A Class 5 Claim means any claim against the Archdiocese for liability arising under the Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan.

(b) **Treatment.** The Archdiocese, along with a number of other ~~Catholic~~ entities, participates in, and contributes to, the Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan (the "Lay Plan"). The Archdiocese will assume its participation in the Lay Plan, and will continue to meet its obligations under the Lay Plan as they become due. The Archdiocese will not make any payment with respect to any Claim filed in this Chapter 11 case with respect to Class 5 Claims.

4.6. PENDING TORT CLAIMS (CLASS 6).

(a) **Definition.** A Class 6 Claim means a Pending Tort Claim ("Class 6 Claim"). A "Class 6 Claimant" shall mean a holder of a Class 6 Claim.

(b) **Summary.** It is the intention of the Plan to create a Trust to fund any payments to Class 6 and Class 7 Claimants entitled to such payments under the Plan,

Trust Agreement and Trust Distribution Plan. The purpose of the Plan is to ensure that Class 6 Claimants who are similarly situated to each other are treated similarly, and likewise that Class 7 Claimants who are similarly situated to each other are treated similarly. Thus, Class 6 and Class 7 Claimants' share of the Trust Assets as provided by the Trust Distribution Plan is the only amount, if any, they will be entitled to receive from ~~the Protected Parties and~~ Archdiocesan Settling Insurers Insurer Entities, and Parish Settling Insurer Entities. Nonetheless, Class 6 and Class 7 Claimants may elect to obtain a judicial determination, through a jury trial if they choose, of any Protected Party's liability and Claimants' damages. In addition, Class 6 and Class 7 Claimants will be allowed to retain their right of direct action against Non-Settling Insurers as provided under Minn. Stat. § 60A.08, subd. 6 or other applicable law. However, even if a Class 6 or Class 7 Claimant obtains a judgment for damages against a Protected Party or a Non-Settling Insurer, the Class 6 or Class 7 Claimant's recovery is limited as described in Article V and the balance of such recovery must be turned over to the Trust as described in Article V. Distribution from the Trust does not preclude claims or recoveries by Class 6 or Class 7 Claimants against Persons who are not Protected Parties ~~or Settling Insurers,~~ Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities; claims and recoveries against Non-Settling Insurers shall be limited as described in Article V.

The Non-Settling Insurers remain fully liable for their obligations related in any way to the Class 6 and Class 7 Claims, and their obligations are not reduced by the fact that the Archdiocese is in bankruptcy or by the amount of distributions claimants receive or are entitled to receive based on the Trust Distribution Plan. For the avoidance of doubt, determinations by the Tort Claims Reviewer as to the points assigned to Class 6 and 7 Claimants and any distributions Distribution Plan Claimants are entitled to receive from the Trust shall not be a determination of the liability of or damages, if any, that any Protected Party is obligated to pay for Tort Claims within the meaning of any insurance policy. Consistent with Section 5.1(c), the Protected Parties will assign to the Trust their Transferred Insurance Interests (as defined in Section 5.1(c)(1)). The Trust may continue efforts to obtain recoveries from any Non-Settling Insurers related to the Class 6 and Class 7 Claims. Any such recoveries by the Trust from Non-Settling Insurers will likewise become Trust Assets to be distributed pursuant to the Trust Distribution Plan. To bar any argument by the Non-Settling Insurers that any provision of this Plan, including the transfer of the Archdiocese's or other Protected Party's rights to the Trust, results in a forfeit of coverage, the Plan preserves the Non-Settling Insurers' rights to the extent required under ~~their respective Insurance~~ the Non-Settling Insurer Policies and applicable law.

(c) Treatment. Liability for Class 6 Claims shall be assigned to, assumed and treated by the Trust as further provided in Article V, the Trust Agreement, and the Trust Distribution Plan. Each Class 6 Claim will be estimated solely for purposes of voting.

4.7. FUTURE TORT CLAIMS (CLASS 7).

(a) Definition. A Class 7 Claim means a Future Tort Claim ("Class 7 Claim"). A "Class 7 Claimant" shall mean a holder of a Class 7 Claim.

(b) **Summary.** See the Summary in Section 4.6(b) above.

(c) **Treatment.** Liability for Class 7 Claims shall be assumed and treated by the Trust as further provided in Article V, the Trust Agreement, and the Trust Distribution Plan. Class 7 Claimants shall file Proofs of Claim substantially in the form attached as Exhibit B to the Plan and shall include information sufficient for the Tort Claims Reviewer to make an evaluation of the Class 7 Claim pursuant to the factors in the Trust Distribution Plan.

4.8. INTER-PARISH LOAN FUND AND ASSESSMENT OVERPAYMENT CLAIMS (CLASS 8).

(a) **Definition.** A Class 8 Claim means any claim against the Archdiocese for unpaid deposits made to the Inter-Parish Loan Fund (the “IPLF”) and for Parish assessment overpayments made by any Archdiocesan Parish prior to the Petition Date as set forth on Schedule 2.

(b) **Treatment.** Unless otherwise agreed by an individual claimant and the Archdiocese:

(1) An Archdiocesan Parish that owes assessments to the Archdiocese as of the Effective Date in an amount in excess of the claim of such Archdiocesan Parish in Class 8 will be entitled to a reduction in the balance of past due assessments payable by such Archdiocesan Parish in an amount equal to the amount of such parish’s Class 8 Claim. Archdiocesan Parishes subject to this paragraph (1) will receive no other distribution in connection with such Class 8 Claim and will remain liable for the full amount of assessments due from and after the Effective Date and the balance of unpaid assessments as of the Effective Date, as reduced in accordance with this paragraph.

(2) The claim of the Archdiocesan Parishes who hold Class 8 Claims in excess of the balance of assessments payable by such parish as of the Effective Date will be reduced by the amount of the unpaid assessment due by such Archdiocesan Parish, if any. The remaining balance of the Class 8 Claim will be satisfied by a credit against the assessments that would otherwise be due by such Archdiocesan Parish from and after the Effective Date. The credit contemplated in this paragraph will be applied on a quarterly basis against future assessments, as determined by the Archdiocese in accordance with its general practice in calculating assessments, until such time as the Class 8 Claim of such Archdiocesan Parish has been satisfied in full, without interest. By way of example, an Archdiocesan Parish with a Class 8 Claim (net of any past due assessments) in the amount of \$500,000 shall not be required to pay post-Effective Date assessments to the Archdiocese until the Class 8 Claim has been satisfied in full through the credit and reduction contemplated in this paragraph (2).

(c) The credit and reductions contemplated under this Section 4.8 shall be noted by the Archdiocese in its assessment notice to Class 8 Claimants, which calculation shall be conclusive absent manifest error. Holders of Class 8 Claims shall have no interest in amounts payable to the Archdiocese by Archdiocesan Parishes obligated pursuant to deposits made under the IPLF and shall have no interest in amounts payable to the Archdiocese by Archdiocesan Parishes who are liable to the Archdiocese for advances previously made under the IPLF. The Archdiocese shall be entitled to deduct from any distribution to any holder of a Class 8 Claim any amounts payable by such Archdiocesan Parish to the Archdiocese.

4.9. TRADE VENDOR CLAIMS (CLASS 9A AND 9B).

(a) **Definition.** A Class 9A Claim (a “Class 9A Convenience Claim”) means an allowed claim against the Archdiocese for goods and services supplied to the Archdiocese prior to the Petition Date, as set forth on Schedule 3, that is: (i) in the amount of \$1,000 or less, or (ii) reduced by the holder to \$1,000 on the ballot. Class 9A Convenience Claims shall not include any claims classified and treated under any other class under the Plan.

(b) **Treatment.** The holders of Class 9A Convenience Claims shall receive, directly from the Reorganized Debtor, payment in full of such allowed claim, without interest, within 30 days following the Effective Date. The Archdiocese estimates that the total payment to creditors in Class 9A will equal approximately \$50,000.

(c) **Definition.** A Class 9B Claim means any allowed claim against the Archdiocese for goods and services supplied to the Archdiocese prior to the Petition Date, as set forth on Schedule 3, that is: (i) in the amount in excess of \$1,000, and (ii) has not been reduced to \$1,000 by election on the ballot. Class 9B claims shall not include any claims classified and treated under any other class under the Plan.

(d) **Treatment.** The holders of Class 9B Claims shall receive, directly from the Reorganized Debtor, payment in full of such allowed Class 9 Claim, without interest, in two equal installments. The first installment shall be due within 90 days following the Effective Date. The second installment shall be due and payable within 180 days following the Effective Date.

4.10. SECURED CLAIM OF PREMIER BANK (CLASS 10).

(a) **Definition.** Class 10 Claim means the claim of Premier Bank under the mortgage executed by the Archdiocese in favor of Premier Bank, as renewed on May 16, 2011, describing and encumbering the Cathedral of Saint Paul.

(b) **Treatment.** The mortgage interest of the holder of the Class 10 Claim shall remain undisturbed and the holder of such claim may exercise any and all rights and remedies against the collateral referenced in such mortgage, available to the holder.

4.11. GUARANTY CLAIMS (CLASS 11).

(a) **Definition.** Class 11 Claims mean the guaranty claims arising out of the prepetition guaranties executed by the Archdiocese as described on Exhibit C to the Plan.

(b) **Treatment.** The guaranty obligations in Class 11 shall remain undisturbed and the holders of such guaranties shall be entitled to exercise all legal rights and remedies available to such holders. Holders of Class 11 Claims shall be deemed to have waived any right to accelerate the underlying debt secured by such guaranty agreement solely as a result of the Archdiocese's financial condition at the commencement of this Chapter 11 case.

4.12. OTHER TORT CLAIMS AND UNSECURED CLAIMS (CLASS 12).

(a) **Definition.** Class 12 Claims mean: (1) to the extent allowed, claims of Michael Schaefer (Claim No. 502) and MP Schaffer, LLC (Claim No. 503), and Jennifer Haselberger (Claim No. 668), (2) any claim arising out of the rejection of an executory contract, or (3) 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 as to which the Archdiocese has no legal basis for objection. The Archdiocese does not believe that the Archdiocesan Parishes hold claims in Class 12.

(b) **Treatment.** The holders of Class 12 Claims shall receive payment of their Pro Rata share of the sum of up to \$50,000 to be paid ~~by~~from the non-restricted assets of the Archdiocese ~~from the Plan Implementation Account~~ as soon as practicable after all Class 12 Claims have been allowed or disallowed. In the event that the Class 12 Claims are less than ~~the amount of the payment proposed in this Section 4.12~~\$50,000, such excess amount shall be paid to the Trust for distribution to the holders of Class 6 Claims.

4.13. CATHOLIC ENTITY ABUSE RELATED CONTINGENT CLAIMS (CLASS 13).

(a) **Definition.** A Class 13 Claim means (i) the Claims of Catholic Entities for contribution, indemnity or reimbursement arising out of or related to the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim, and their Non-Settling Insurers (ii) the Claims of Other Insured Entities for contribution, indemnity, or reimbursement arising out of or related to the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim; and (iii) the Claims of any insurers or other Persons who are subrogated to ~~such claims.~~the Claims identified in Section 4.13(a)(i) and (ii).

(b) **Treatment.** Class 13 Claims constitute Channeled Claims and shall be channeled to the Trust. For the avoidance of doubt, it is anticipated that Class 13 Claims shall be extinguished as a result of the terms of this Plan and Claim Resolution Agreements provided to the Trust under Section 5.2(k).

4.14. OTHER ABUSE RELATED CONTINGENT CONTRIBUTION AND INDEMNITY CLAIMS (CLASS 14)

(a) **Definition.** A Class 14 Claim means any claim for contribution, indemnity or reimbursement not included in Class 13 arising out of the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim, including the claims of any insurers or other Persons to the extent subrogated to the foregoing claims.

(b) **Treatment.** In accordance with Section 502(e)(1) of the Bankruptcy Code, the Claims in Class 14 shall be disallowed and will receive no distribution under the Plan.

4.15. PENALTY CLAIMS (CLASS 15).

(a) **Definition.** A Class 15 Claim means any Claim, other than a Tort Claim, against the Archdiocese, whether secured or unsecured, for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such Class 15 Claim.

(b) **Treatment.** Holders of Class 15 Claims shall not receive or retain any property under the Plan on account of such Class 15 Claims.

4.16. PRIEST SUPPORT PAYMENTS (CLASS 16).

(a) **Definition.** A Class 16 Claim means any claim of any inactive Archdiocesan Priest for support or maintenance.

(b) **Treatment.** The Archdiocese disclaims any liability under civil law for Class 16 Claims and holders of Class 16 Claims shall receive no distribution under the Plan on account of such claims. However, the Plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder of such claim or interest. Notwithstanding the fact that Class 16 Claims receive no distribution, the Archdiocese intends to honor its post-Effective Date obligations under Canon Law with respect to inactive priests in accordance with prior practices.

ARTICLE V PLAN FUNDING / TORT CLAIMS

5.1. THE TRUST.

(a) **Purpose, Formation and Assets.** The Trust is, and shall be deemed to be, the successor to the Archdiocese and other Protected Parties for all purposes in respect of Class 6 and Class 7 Claims and ~~coverage under the~~ Transferred Insurance Policies, Interests (as defined in Section 5.1(c)(1)), including ~~but not limited to~~ for the purpose of insurance and indemnity: from Non-Settling Insurers. The Trust shall be established for the sole purposes of assuming the liabilities of the Debtor, ~~Settling Insurers~~ Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, and the Protected Parties arising from or relating to the Class 6 and Class 7 Claims as described in this Plan, and pursuing, receiving, liquidating and distributing the Trust Assets in accordance with the Trust Distribution Plan, as well as to fund the Trust's costs and

expenses, with no objective to continue or engage in the conduct of a trade or business. The proposed Trust Agreement is attached hereto as Exhibit D.

(b) Funding.

(1) **Summary.** As set forth in more detail below, this Plan will be funded from the sources set forth in this Section 5.1(b), including the payment to be made by the Archdiocese on the Effective Date, the proceeds from the sale of jewelry, the ~~Settling Insurers assignment of the Archdiocese's beneficial interest in Ausmar, the Settling Insurers'~~ contribution, payment of the GIF Tort Claim Contribution Amount and the contributions of the Catholic Entities and Other Insured Entities, including the amounts to be paid by the Settling Insurers on their behalf ~~of the Catholic Entities.~~ In addition to these contributions, the Catholic Entities and Other Insured Entities will waive certain claims against the Archdiocese, including the Related Insurance Claims and contribution and indemnity claims referenced ~~and~~ in Section 5.16(a) and (b). ~~The Archdiocese and~~ The Protected Parties will assign the Transferred Insurance Interests to the Trust, as set forth in Section 5.2-1(c).

(2) **Plan Implementation Account.** The Plan Implementation Account shall be established before the Effective Date. ~~On the Effective Date,~~ The Plan Implementation Account shall be funded with the amounts set forth in paragraph (3) below. The Archdiocese shall pay from the Plan Implementation Account, as soon as practical following the Effective Date and final allowance of Professional Fees and Administrative Claims, all allowed Professional Fees and other allowed Administrative Claims and all other amounts required to be paid under this Plan upon confirmation or upon the Effective Date. The amount remaining in the Plan Implementation Account following such payments shall be promptly paid to the Trust, less (i) a reserve for Disputed claims (other than Tort Claims) in an amount determined by the Archdiocese in consultation with the Committees; and (ii) an amount estimated by the Archdiocese in consultation with the Committees to be necessary to pay statutory fees payable to the United States Trustee through the date on which the Chapter 11 case is closed. Additional payments shall be paid by the Archdiocese to the Trust upon resolution of Disputed items in reduction of the reserve for Disputed items. The remaining balance in the Plan Implementation Account shall be transferred to the Trust, and the Plan Implementation Account closed, upon resolution of all Disputed items and payment of all statutory fees to the United States Trustee. The amounts transferred to the Trust under this paragraph shall constitute Trust Assets.

(3) **Contributions.** The following amounts will be paid to the Plan Implementation Account or, if paid or payable following the date on which the Plan Implementation Account is closed, to the Trust:

(i) **Debtor Contribution.** Subject only to the potential adjustment set forth in the succeeding sentence, the sum of approximately ~~\$13,080,000~~ 175,526.20 in cash will be paid by the Archdiocese to the

Plan Implementation Account on or before the Effective Date from (a) non-restricted cash accounts held by the Archdiocese, ~~including~~(b) the account established ~~with~~to hold the ~~sale of~~ proceeds derived from the sale of Archdiocese properties during the course of this Chapter 11 case, and ~~from~~(c) the proceeds of the settlement of the Riley Fund dispute. ~~The amount of~~ The Archdiocese ~~contribution assumes receipt of proceeds of \$850,000 from the sale of the Dayton Property and may be increased or decreased~~will also convey its beneficial interest in Ausmar to reflect actual net sale proceeds received by the Trust. The Archdiocese ~~from that sale values its interest in Ausmar as \$365,775 based on Carver County's valuation of the underlying real estate for property tax purposes. In addition to the foregoing, the Archdiocese will make a deposit in the amount of \$500,000 to a separate bank account to establish the Counseling Fund, as set forth in section 5.2(~~no~~) of the Plan.~~

(ii) **Sale of ~~Ring~~Jewelry and Other Items.** As noted in the disclosure statement, the Archdiocese owns a ring with an estimated appraised value of approximately \$230,000. The ring will be sold as soon as reasonably practicable. Any sale prior to confirmation will require Court approval. Any sale following the Effective Date will be made with the approval of the Trustee. The net sale proceeds of the ring will be contributed to the Plan Implementation Account or the Trust, as appropriate, as an additional source of Plan funding. The Archdiocese also intends to attempt to sell such other items of personal property that (a) are not necessary for continued operations of the Archdiocese or (b) lack liturgical or historical value. The Archdiocese will make such determinations in either case in consultation with the UCC and will set forth those items in a plan supplement to be filed within 14 days prior to the confirmation hearing.

(iii) **Archdiocesan Settling Insurer Contribution.** Each Archdiocesan Settling Insurer ~~(as identified in Exhibit L)~~ shall pay the sums set forth in its respective Insurance Settlement Agreement (the "Insurance Settlement Amount") in accordance with the timing set forth in each respective Insurance Settlement Agreement. ~~The Insurance Settlement with Catholic Mutual is an agreement in principle which is in the process of being reduced to a final written Insurance Settlement Agreement.~~ The Insurance Settlement Amounts to date, ~~including Catholic Mutual,~~ from Archdiocesan Settling Insurers total ~~\$19,000~~92,450,000 in cash plus an allowed claim in The Home Insurance Company liquidation proceeding in the amount of \$14,200,000. The total amount that will ultimately be paid on the Home claim is currently unknown, though it is anticipated to be a substantial portion of the face value.

(iv) **GIF Tort Claim Contribution Amount.** On or before the Effective Date, the initial GIF Tort Claim Contribution Amount shall be

paid to the Trust in accordance with Section 4.3(b) above. The additional GIF Tort Claim Contribution Amount will be paid to the Trust on or before June 30, 2017 (provided, however, that, under no circumstances will the total GIF Tort Claim Contribution Amount be less than \$5,000,000 or more than \$6,000,000).

(v) **Catholic Entities And Other Insured Entities Contributions.** The Catholic Entities shall, within ~~20~~30 days of the Effective Date, pay in total the sum of \$13,732,500. Such contributions and payments shall include amounts paid by the Parish Settling Insurers ~~on behalf of the Catholic Entities (as identified on Exhibit L).~~ In addition, the Catholic Entities' and Other Insured Entities' contributions include: (A) their waivers and releases, as of the Effective Date, of all contribution and indemnity claims filed by such Catholic Entities and Other Insured Entities in this Chapter 11 case ~~and~~ all Class 3 Claims ~~and~~ any other claims against the Archdiocese, and all Related Insurance Claims; and (B) all the Catholic Entities' and Other Insured Entities' Transferred Insurance Interests, pursuant to Section 5.1(c).

(c) Additional Trust Assets: All Rights and Recoveries Against Non-Settling Insurers.

(1) In addition to the funds transferred to the Trust from the Plan Implementation Account, the Interests delineated to Section 5.1(c)(1)(i) and (ii) are the "Transferred Insurance Interests" and are Trust Assets:

~~(i) — All Interests of the Archdiocese, including all claims, rights of any kind, and recoveries against the Non-Settling Insurers arising out of or related to the Tort Claims or the handling thereof, are automatically and without further act or deed assigned and transferred to the Trust; and~~

~~(ii)(i) Each of the other Protected Parties shall assign and transfer to the Trust all its Interests, including all claims, rights of any kind proceeds, and recoveries against the Non-Settling Insurers arising out of or related to the Tort Claims or the handling thereof. Such Interests are automatically and without further act or deed assigned and transferred to the Trust; and~~

(ii) All Interests, including claims, rights of any kind, entitlement to proceeds, and recoveries of the other Protected Parties against the Non-Settling Insurers arising out of or related to the Tort Claims or the handling thereof. Each of the other Protected Parties shall assign and transfer all such Interests to the Trust.

(2) The Trustee shall have full access to coverage issued by the Non-Settling Insurers to the greatest extent permitted by applicable non-bankruptcy

law, in the same manner and to the same extent as the Protected Parties prior to the confirmation of the Plan and the transfer of the Protected Parties' Interests to the Trust; subject to the assertion of any coverage defenses (~~other than coverage defenses based on~~ except any defense (a) regarding the assignment and transfer of the Transferred Insurance Interests), ~~and~~; (b) effected by operation of law because of confirmation of this Plan; or (c) based on res judicata or collateral estoppel related to facts determined by the Bankruptcy Court. The Trustee shall also have the right to pursue judgment against Non-Settling Insurers to determine the amount of coverage available for Protected Parties' liability for Tort Claims. The foregoing transfer shall not be construed: ~~(a)~~ as an assignment of the ~~Insurance~~ Non-Settling Insurer Policies, or ~~(b)~~ to entitle any Person to insurance coverage other than those Persons entitled to such coverage ~~under the terms of the Insurance Policies~~ from Non-Settling Insurers. No limitations on recovery from Non-Settling Insurers shall be imposed by virtue of the fact that the Archdiocese is in bankruptcy or by any distribution from the Trust to any Tort Claimant. The Trust shall be fully authorized to act in its own name, or in the name of any Protected Party, to enforce any right, title or interest of any Protected Party in the Transferred Insurance Interests. Any recovery by the Trustee on an action against a Non-Settling Insurer for a determination of coverage for Protected Parties' liability for Tort Claims shall become a Trust Asset and shall be distributed as provided in this Plan, the Trust Agreement, and the Trust Distribution Plan.

(3) ~~The determination of~~ The Bankruptcy Court shall determine at the Confirmation Hearing (i) whether the assignment of the Transferred Insurance Interests provided for in this Section is valid, and ~~does not~~ (ii) whether such transfer or the Discharge and Injunctions set forth in Sections 13.2, 13.3, 13.5, and 13.6, or any other term of the Plan, void, defeat or impair the insurance coverage issued by the Non-Settling Insurers, ~~shall be made by the Bankruptcy Court at the confirmation hearing.~~ If a party in interest (which, for this purpose, shall include Non-Settling Insurers) fails to timely file an objection to the proposed assignment of the Transferred Insurance Interests to the Trust, or other terms of the Plan related to the ~~Insurance Policies~~ Non-Settling Insurers, by the date set to file such objections, that party in interest shall be deemed to have irrevocably consented to the assignment of Transferred Insurance Interests and other Plan terms related to ~~the~~ such insurance policies and will be forever barred from asserting that the assignment of the Transferred Insurance Interests or other Plan terms affect the ability of the Trust or Tort Claimants to pursue the Non-Settling Insurers, or any of them, for insurance coverage. In the event that ~~the Bankruptcy Court enters~~ a Final Order is entered determining that the assignment of the Transferred Insurance Interests is valid and does not defeat or impair coverage ~~of~~ Non-Settling Insurers are responsible for under the Non-Settling ~~Insurers~~ Insurer Policies, following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Archdiocese and Protected Parties under the Non-Settling ~~Insurers' Insurance~~ Insurer Policies as are necessary to enforce the Transferred Insurance Interests; provided, however, that the Protected Parties shall not be relieved of any obligations such entities may have under ~~the~~ Non-Settling ~~Insurers' Insurance~~ Insurer Policies, though in no

event shall the Protected Parties be liable for any failure by the Trust to cooperate with Non-Settling Insurers in the defense of the Tort Claims, to the extent such duty exists under applicable law.

(4) **Appointment of Trustee as Estate Representative to Enforce Insurance Interests and Obtain Insurance Recoveries.** If the Bankruptcy Court ~~does not enter a Final Order transferring in its ruling on Plan confirmation determines that an assignment of~~ the Transferred Insurance Interests ~~pursuant to as contemplated by~~ Section 5.1(c)(3) of this Plan is invalid or would defeat or impair coverage, then the assignment shall not occur and pursuant to the provisions of Section 1123(b)(3)(B) of the Bankruptcy Code, the Trustee is hereby appointed as the representative of the Archdiocese's Estate for the purpose of retaining and enforcing all of the Archdiocese's and the Estate's Interests against the Non-Settling Insurers with respect to the Tort Claims. Any recoveries on such Interests by the Trustee will be paid to the Trust. The determination of whether the appointment of the Trust as the Archdiocese's and the Estate's representative provided for in this Section 5.1(c)(4) is valid, and does not defeat or impair the insurance coverage ~~issued by~~ Non-Settling Insurers are responsible for under Non-Settling Insurer Policies, shall be made by the Bankruptcy Court at the confirmation hearing. If a party in interest (which, for this purpose, shall include the Non-Settling Insurers) fails to timely file an objection to the proposed appointment by the deadline for filing objections to confirmation of this Plan, that party in interest shall be deemed to have irrevocably consented to the appointment and will be forever barred from asserting that the appointment in any way affects the ability of the Trust to pursue Non-Settling Insurers, or any of them, for insurance coverage. In the event that the Bankruptcy Court determines that the appointment is valid and does not defeat or impair coverage issued ~~by the~~ Non-Settling Insurers are responsible for under Non-Settling Insurer Policies, then, following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Archdiocese and Protected Parties under ~~the Non-Settling Insurers' Insurance~~ Insurer Policies as are necessary to act as the representative of the Archdiocese and the Estate for the purpose of retaining and enforcing their Interests, if any, against the Non-Settling Insurers; provided, however, that the Trust's appointment shall not relieve the Archdiocese, the Reorganized Debtor or the Protected Parties from any obligation that such entities may have under the Non-Settling ~~Insurers' Insurance~~ Insurer Policies. Nothing contained in this Section 5.1(c)(4) shall affect the rights and remedies, as against a Non-Settling Insurer, of a Person who is not a Protected Party but is a co-insured with the Archdiocese or is asserting rights ~~under an Insurance Policy against a Non-Settling Insurer~~.

(5) In the event that a Final Order is entered holding that: (a) the assignment of the Transferred Insurance Interests, or (b) the appointment of the Trust as the Archdiocese's and the Estate's representative are invalid or would defeat or impair the insurance coverage issued by the Non-Settling Insurers, then, with respect to the ~~Insurance Policy issued by such~~ Non-Settling ~~Insurer~~ Insurers, the assignment and/or appointment, as the case may be, will be deemed not to

have been made, and the Archdiocese, the Reorganized Debtor, and each of the Protected Parties will retain their Interests ~~under each Insurance Policy with respect to Non-Settling Insurers.~~

(i) At the request of the Trust, the Reorganized Debtor and the Protected Parties will assert their Interests against a Non-Settling Insurer. All recoveries by the Reorganized Debtor and the Protected Parties will be paid to the Trust. The Reorganized Debtor and Protected Parties will select and retain counsel to pursue their Interests against Non-Settling Insurers pursuant to this Section 5.1(c)(5), subject to the Trustee's approval, which approval shall not be unreasonably withheld.

(ii) Notwithstanding the terms of this Section 5.1(c)(5), the division of recoveries under Section 5.2(f)(2) are binding on the Trust.

(iii) The Trust shall pay the reasonable attorneys' fees, costs and expenses ~~allowed by the Bankruptcy Court~~ that are incurred by the Reorganized Debtor and the Protected Parties in pursuing its Interests ~~in~~against Non-Settling ~~Insurers' Insurance Policies~~Insurers pursuant to this Section 5.1(c)(5).

(iv) The Trust shall, in addition to reasonable attorneys' fees, costs and expenses provided for in this Section 5.1(c)(5), reimburse the Reorganized Debtor and the Protected Parties for any reasonable out of pocket costs and expenses it incurs as a direct consequence of pursuing its Interests against Non-Settling Insurers, but will not compensate the Reorganized Debtor or a Protected Party for any time any of its employees expend. Upon receipt by the Reorganized Debtor or a Protected Party, all recoveries received by the Reorganized Debtor or a Protected Party from Non-Settling Insurers shall be deemed to be held in trust for the benefit of the Trust and shall be remitted by the Reorganized Debtor or a Protected Party to the Trust as soon as practicable following the Reorganized Debtor's or a Protected Party's receipt of such recoveries.

(d) Vesting. On the Effective Date, all Trust Assets shall vest in the Trust, and the Protected Parties shall be deemed for all purposes to have transferred all Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor or any other Protected Party, as applicable, shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of control of Trust Assets, the Protected Parties shall have no further interest in or with respect to the Trust Assets.

5.2. TREATMENT OF CLASS 6 AND CLASS 7 CLAIMS

~~(a) — Trust Liability. On the Effective Date, the Trust shall automatically and without further act or deed assume all liability of the Protected Parties and Settling Insurers for Class 6 and Class 7 Claims, and shall assume any obligations relating to~~

~~Medicare, as further provided in Section 5.2(i) and 7.5 of this Plan. the Trust shall have the right and obligation to defend, resolve, and satisfy the Tort Claims with respect to any liability of the Protected Parties. The assumption of liability and payment of the Tort Claims by the Trust is not a release, accord or novation of the Debtor's liability on account of the Tort Claims; provided, however, that all of the Debtor's liability on account of the Tort Claims shall be discharged pursuant to the provisions of Bankruptcy Code Section 1141(d). However, no Tort Claimant shall be entitled to recover from the Reorganized Debtor's revested assets, assets acquired by the Reorganized Debtor after the Effective Date, or the assets of other Protected Parties. As provided in Bankruptcy Code § 524(e), unless otherwise provided in this Plan, such discharge shall not affect the liability of any other Person, or the property of any other Person, for the Tort Claims, including the liability of any Non-Settling Insurer, which liability shall continue unaffected by the terms of this Plan or the discharge granted under this Plan and Bankruptcy Code § 1141(d). Non-Settling Insurers shall retain all defenses that may exist as to coverage for such Tort Claims, Except as provided herein. Protected Parties retain all defenses as to liability for the purposes of defending Litigation Claims.~~

(a) Trust Liability. On the Effective Date (1) the Trust shall automatically and without further act or deed assume all liability, if any, of the Protected Parties, Archdiocesan Settling Insurer Entities, and Parish Settling Insurer Entities for Class 6 and Class 7 Claims; and (2) as more explicitly set out below, (i) the Trust shall have the right and obligation to defend, resolve, and satisfy the Tort Claims with respect to any liability of the Protected Parties, the Archdiocesan Settling Insurer Entities, and the Parish Settling Insurer Entities; (ii) the Trust shall have the right and obligation to pursue and resolve insurance coverage from the Non-Settling Insurers for the Tort Claims; and (iii) shall assume any obligations relating to Medicare, including under the Medicare Secondary Payer Act, codified at 42 U.S.C. § 1395y, and the regulations promulgated thereunder, found at 42 C.F.R. § 411.1 et seq. As provided in Section 13, the Debtor shall receive a bankruptcy discharge and Tort Claimants shall be barred from recovering for Tort Claims from the Reorganized Debtor's revested assets or assets acquired by the Reorganized Debtor after the Effective Date. In addition, after the Effective Date, Tort Claimants shall be barred from recovering from the Archdiocesan Settling Insurer Entities, the Parish Settling Insurer Entities, or the assets of Protected Parties. Tort Claimants shall not be barred from recovering for Tort Claims from any Person who is not a Protected Party, an Archdiocesan Settling Insurer Entity, or a Parish Settling Insurer Entity. As more fully described below, the Trust and Tort Claimants shall not be barred from recovering from Non-Settling Insurers. The rights of the Debtor, Reorganized Debtor, Trustee, Protected Parties, and Tort Claimants to obtain coverage for the Tort Claims from Non-Settling Insurers shall be fully preserved. Except as provided herein, the rights of Non-Settling Insurers shall be fully preserved.

(b) Assessment.

(1) Each Tort Claim will be assessed by the Tort Claims Reviewer in accordance with the Trust Distribution Plan to determine whether the Tort Claimant is entitled to a distribution under the Trust. The Archdiocese or the Reorganized Debtor shall reasonably cooperate with the Tort Claims Reviewer

and the Trustee as requested by the Tort Claims Reviewer or the Trustee in connection with any inquiries by either in the administration of the Trust Distribution Plan. ~~Under no circumstance shall the Tort Claims Reviewer's review of a Tort Claim or a determination regarding a distribution thereon have any effect on the rights of a Non-Settling Insurer.~~

(2) Each Tort Claimant may elect, in lieu of assessment by the Tort Claims Reviewer, to have his Tort Claim treated pursuant to the convenience claim process as provided by the Trust Distribution Plan ("Convenience Claim").

(c) **Election.** No later than ten (10) business days after a Tort Claimant is notified of the amount of the award under the Trust Distribution Plan, the Tort Claimant shall elect in writing one of the following treatment alternatives:

(1) Receiving a payment from the Trust in the amount determined by the Tort Claims Reviewer pursuant to the Trust Distribution Plan ("Distribution Plan Claim"). A Tort Claimant who elects treatment as a Distribution Plan Claimant waives his right to pursue a direct action under Minn. Stat. § 60A.08, subd. 6 or other applicable law against any Non-Settling Insurer; or

(2) **Treatment of the Tort Claim as a Litigation Claim.** A Tort Claimant electing treatment as a litigation claim ("Litigation Claimant") retains the right to pursue (a) a monetary judgment determining the liability of any Protected Party as to his Tort Claim for its full amount according to proof; and (b) a direct action against any Non-Settling Insurer to the extent allowed by applicable law, including Minn. Stat. § 60A.08, subd. 6 (each a "Litigation Claim"). A Tort Claimant's recovery on a Litigation Claim is limited as provided herein. The Settling Insurer Entities shall not be obligated to defend or indemnify any Person in connection with a Litigation Claim and the Settling Insurer Entities shall not have any other duties or obligations to any Person in connection with a Litigation Claim. Under no circumstances will a Tort Claimant or any other Person be able to recover any amount from or collect upon the assets of a Protected Party or a Settling Insurer Entity in connection with a Litigation Claim.

(d) **Modification of Treatment Election.**

(1) If a Tort Claimant does not make one of the elections in Section 5.2(c), the Tort Claimant irrevocably will be treated as a Distribution Plan Claimant.

(2) Upon written notice to the Trustee, subject to the Trustee's sole and absolute discretion, a Tort Claimant may rescind the election to be treated as a Litigation Claimant in favor of being treated as a Distribution Plan Claimant. Notwithstanding the foregoing, the Trustee shall consent to a Tort Claimant's rescission if such written notice of rescission is given prior to entry of an order of dismissal or a final judgment on the Litigation Claim in favor of a Protected Party.

(3) No later than ten (10) days after the Effective Date, a Tort Claimant may rescind the election to be treated as a Distribution Plan Claimant in favor of being treated as a Litigation Claimant.

(e) **Distribution to Distribution Plan Claimants.** If a Tort Claimant elects to be treated as a Distribution Plan Claimant and is determined to be entitled to a distribution, such Distribution Plan Claimant will receive a distribution from the Trust in the amount(s) and at the time(s) provided for in the Trust Distribution Plan. For the avoidance of doubt, Distribution Plan Claimants' recovery on their Class 6 and Class 7 Claims shall be limited to the distributions they are entitled to, if any, from the Trust under the Trust Distribution Plan, and they shall not be entitled to collect personally or otherwise any additional amounts whatsoever on their Class 6 or Class 7 Claims from any Protected Party or any Protected Party's assets, or from any Settling Insurer Entities or Settling Insurer Entities' assets, even if they are denied a distribution pursuant to the Trust Distribution Plan. The Future Tort Claims Reserve Fund shall be the sole source of payment to Distribution Plan Claimants on account of Class 7 Claims. For the avoidance of doubt, the Trust retains the right to pursue Non-Settling Insurers for Protected Parties' liability to Tort Claimants regardless of whether they elect treatment as a Distribution Plan Claimant or Litigation Claimant.

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

(1) In the event that a Litigation Claimant obtains a judgment against any Protected Party and no Non-Settling Insurer is implicated by the Litigation Claim, then the judgment will be satisfied by the Trust in the amount of such

judgment against such Protected Party, up to the amount of the reserve set for that Litigation Claimant's Litigation Claim plus an additional \$1,000.

(2) In the event that any Non-Settling Insurer is implicated by the Litigation Claim, and either a settlement is achieved with such Non-Settling Insurer(s) as to such Litigation Claim or the Litigation Claimant obtains a judgment against a Protected Party and either the Trust or the Litigation Claimant obtains a recovery from any such Non-Settling Insurer(s) as to such judgment, then such recovery shall be turned over to the Trust for handling pursuant to this Plan. Such recovery shall first go to reimburse the Trust or the Litigation Claimant, as the case may be, for all costs (including attorneys' fees) incurred in connection with pursuing the recovery against the Non-Settling Insurer(s) relating to the Litigation Claim, so long as such amounts are reasonable and were agreed to in advance by the Trust. Any amount remaining of any such recovery after such reimbursement shall be divided as follows:

(i) If a settlement is obtained with the Non-Settling Insurer(s) on the Litigation Claim before any judgment was obtained in the Litigation Claim: 85% to Trust and 15% to Litigation Claimant; and

(ii) If a judgment is obtained on the Litigation Claim and the resolution with or judgment against the Non-Settling Insurer is obtained thereafter: 70% to Trust and 30% to Litigation Claimant.

(g) Nothing in the Plan, confirmation order or any Plan Document shall impose any obligation on any Non-Settling Insurer to provide a defense for, settle, or pay any judgment with respect to, any Tort Claim, or grant to any Person any right to sue any Non-Settling Insurer directly, in connection with a Tort Claim ~~or any Insurance Policy.~~ All such rights with respect to Non-Settling Insurers shall be determined by and in accordance with the terms of the ~~Insurance~~Non-Settling Insurer Policies and with applicable non-bankruptcy law. Nothing provided for in this Plan, the Trust Agreement, or the Trust Distribution Plan constitutes an endorsement of a Class 6 or Class 7 Claimant's right to pursue their remedies under Minn. Stat. § 60A.08.

(h) If the Litigation Claimant fails to prosecute his Litigation Claim to final judgment or settlement of the claim, or a Final Order is entered finding that no Protected Party has liability to such Tort Claimant on account of his Tort Claim, the amount determined under the Trust Distribution Plan shall revert to the non-reserved assets of the Trust and the Litigation Claimant shall have no recourse against the Trustee, the Trust, any Protected Party, or any Settling Insurer Entity.

(i) **Medicare Reimbursement.** Before the Trustee makes any distribution to a Tort Claimant, the Trustee shall determine whether any payment made pursuant to Section 1395y(b)(2)(B) of the Medicare Secondary Payer Act, codified at 42 U.S.C. § 1395y, and the regulations promulgated thereunder, found at 42 C.F.R. § 411.1 et seq. ("MSPA"), has been made to or on behalf of that Tort Claimant ("Conditional Payment"). If any Conditional Payment has been made to or on behalf of any Tort

Claimant, the Trustee shall, within the respective time period called for by the MSPA, (i) reimburse the appropriate Medicare Trust Fund for the appropriate amount, and (ii) submit the required information for any Tort Claimant to the appropriate agency of the United States government. To this end:

(1) Before the Trustee pays any Tort Claimant, that Tort Claimant must provide a third-party vendor approved by the Trustee (“Approved Vendor”) or, if no Approved Vendor has been retained by or on behalf of a Tort Claimant, the Trustee, with the Tort Claimant’s name, date of birth, Social Security Number or Health Insurance Claim Number (collectively, the “Personal Information”), a signed document authorizing the Social Security Administration to disclose information or records related to the Tort Claimant (“Social Security Release Form”), or a signed document authorizing Medicare to disclose information or records related to the Tort Claimant (“Medicare Release Form”), or both, when requested by the Approved Vendor or the Trustee, as the case may be, and any other information or documents reasonably required to comply with this Section 5.2(i).

(2) Each Tort Claimant who claims that he or she is eligible to receive, is receiving, or has received Medicare benefits (a “Medicare Beneficiary”) expressly authorizes the Approved Vendor or the Trustee, as the case may be, to use the Personal Information to submit a query to the Social Security Administration to verify whether he or she is a Medicare Beneficiary.

(3) Before the Trustee will pay any Tort Claimant who claims that he or she is not a Medicare Beneficiary, the Tort Claimant will provide a letter from an Approved Vendor supported by documentation from the Social Security Administration, received within ninety (90) days prior to the Trustee making such payment or, if no Approved Vendor has been retained by or on behalf of a Tort Claimant, documentation from the Social Security Administration received within ninety (90) days prior to the Trustee making such payment, confirming that the Tort Claimant is not a Medicare Beneficiary. In the absence of such a confirming letter or documentation, each Tort Claimant will be presumed to be a Medicare Beneficiary.

(4) Each Medicare Beneficiary expressly authorizes the Approved Vendor or the Trustee, as the case may be, to use the Personal Information to submit a query to the Centers for Medicare and Medicaid Services (“CMS”), the CMS Coordination of Benefits Contractor (“COBC”), and/or the Medicare Secondary Payer Recovery Contractor (“MSPRC”) to determine the amount of each and every Conditional Payment, if any, subject to reimbursement by a “primary plan,” as the phrase is defined in Section 1395y(b)(2) of the MSPA. Before the Trustee will make a distribution to any Medicare Beneficiary, such Medicare Beneficiary must provide the Trustee with a letter from the MSPRC (“MSPRC Letter”) received within ninety (90) days prior to the Trustee making such distribution: (a) setting forth the Conditional Payment estimate made to or on behalf of the Medicare Beneficiary that is subject to reimbursement by a “primary

plan,” as the phrase is defined in Section 1395y(b)(2) of the MSPA; or (b) stating that no such Conditional Payment has been made to or on behalf of the Medicare Beneficiary. If the MSPRC Letter sets forth a Conditional Payment estimate, no distribution shall be made to such Medicare Beneficiary before the Trustee sets aside a reserve for the full amount of the Conditional Payment estimate, or pays a negotiated amount agreed to by the MSPRC and the Medicare Beneficiary. If the Trustee sets aside a reserve for the full amount of the Conditional Payment estimate, that reserved amount shall be withheld from the payment to the Medicare Beneficiary until the Conditional Payment estimate has been paid in full or a negotiated amount that has been agreed to by the MSPRC and the Medicare Beneficiary has been paid.

(5) The failure by one or more Medicare Beneficiaries or other Tort Claimants to comply with these provisions shall not delay or impair the payment by the Trustee to any other Medicare Beneficiary or other Tort Claimant complying with these provisions.

(6) Notwithstanding any of the above, a Tort Claimant can elect to provide the Trustee with the documentations required pursuant to this Section 5.2(i), without retaining an Approved Vendor and without providing an Approved Vendor or the Trustee with his or her Personal Information, except to the extent that such information is disclosed in such documentation or letter.

(j) Removal of Pending Litigation. Any lawsuit against the Archdiocese by any Class 6 Claimant currently pending in state court shall be removed to [the](#) District Court.

(k) Claim Resolution Agreement. Prior to any Tort Claimant receiving a payment from the Trust, the claimant shall sign a Claim Resolution Agreement, attached as [Exhibit E](#).

(l) Objections Deemed Withdrawn. Any objection asserted by the Archdiocese to a Class 6 Claim pending as of the Effective Date is deemed withdrawn without prejudice. Whether and the extent to which any Non-Settling Insurer who filed an objection prior to the Effective Date is entitled to have filed such objection and to continue to assert such objection after the Effective Date shall be determined by the Bankruptcy Court in accordance with applicable procedures.

(m) Objections and Litigation After the Effective Date.

(1) As of the Effective Date, the Trustee shall have the sole and exclusive right to object to a Class 6 or Class 7 Claim (subject to the rights, if any, of Non-Settling Insurers under their insurance policies or applicable law). The Reorganized Debtor shall have no right to object to a Class 6 or Class 7 Claim after approval of the Plan. Nothing in this provision shall be intended to suggest that any [Non-Settling](#) Insurer has the right to require any Protected Party or the Trust to object to a claim. Notwithstanding the foregoing and regardless of

whether a Tort Claimant elects treatment as a Distribution Plan Claimant or a Litigation Claimant, the Trustee may object to such Tort Claim or initiate a court proceeding contemplated by 28 U.S.C. § 157, over any objection of a Non-Settling Insurer, if the purpose is to obtain a judicial determination as to whether the Protected Party is liable, and the amount of such liability, for the purpose of insurance coverage ~~under such from the~~ Non-Settling ~~Insurer's Insurance Policies~~Insurers.

(2) The Trustee, to the extent required by the Non-Settling Insurer's insurance policies implicated by such Tort Claim and applicable law, shall cooperate with the Non-Settling Insurer in the defense of such judicial proceeding contemplated in Section 5.2(m)(1). In the event of a dispute between a Non-Settling Insurer and the Trustee regarding whether the Trustee must allow such Non-Settling Insurer to control the defense of such Tort Claim, or the extent of anyone's duty to cooperate, such dispute shall be resolved by the Bankruptcy Court and the Bankruptcy Court shall retain jurisdiction over such disputes. In the event the Non-Settling Insurer fails to seek a determination from the Bankruptcy Court over the existence and extent of the Trustee's obligation to cooperate, or the Non-Settling Insurer's right to control the defense, the Non-Settling Insurer shall be deemed to have waived such claim.

(n) Claim Withdrawal. A Tort Claimant may withdraw his or her Tort Claim at any time on written notice to the Trustee. If withdrawn, (a) the Tort Claim will be withdrawn with prejudice and may not be reasserted, and such Tort Claimant shall still be subject to the Discharge and Channeling Injunctions as provided by this Plan; (b) as a condition to withdrawal of the Tort Claim, any funds distributed to the Tort Claimant by the Trust (inclusive of attorneys' fees and costs) shall be returned to the Trust; and (c) any reserve maintained by the Trust on account of such Tort Claim shall revert to the Trust as a Trust Asset for distribution in accordance with the Plan and Trust Distribution Plan. Each Protected Party, Non-Settling Insurer, Settling Insurer Entity, and the Trust shall retain any and all defenses that may exist in respect to such Tort Claim.

(o) Counseling Fund. Consistent with the Archdiocese's religious and charitable mission, the Archdiocese will establish a Counseling Fund in a separate bank account. The fund will receive \$500,000 from Estate assets at Plan confirmation to pay requests submitted and approved pursuant to the Counseling Fund Process and the cost of third party administration, if any. Any funds remaining in the Counseling Fund at the end of seven years will be paid to the Trust. The Archdiocese itself or through a third party administrator shall be responsible for the administration of the Counseling Fund and making payments for counseling requests submitted and approved pursuant to the Counseling Fund Process.

(p) As of the Effective Date, all Litigation Claimants shall have the right to intervene into the Insurance Coverage Adversary Proceeding with respect to their Interests in the Non-Settling Insurers.

5.3. NON-SETTLING INSURERS

(a) Preservation of Rights and Obligations.

(1) In the event: (i) a Tort Claim is pursued in state or federal court by a Tort Claimant against a Protected Party or Non-Settling Insurer, or (ii) the Trust asserts an objection to or otherwise seeks a determination of liability as to a Tort Claim, then the Protected Parties, the Trust and each Non-Settling Insurer shall retain any and all legal and factual defenses that may exist in respect to such Tort Claim and, except as set forth in Section 5.1(c)(2), all coverage defenses. The rights, duties and obligations of each Non-Settling Insurer and the Protected Parties under the ~~Insurance~~Non-Settling Insurer Policies with respect to such Non-Settling Insurers with respect to Tort ~~Claim~~Claims are not impaired, altered, reduced, or diminished by: (a) the discharge in Bankruptcy of the Debtor; (b) the assumption by the Trust of liabilities of the Protected Parties; (c) any distribution to Tort Claimants pursuant to this Plan, the Trust Agreement, and the Trust Distribution Plan; (d) the transfer of the Protected Parties' Transferred Insurance Interests ~~in the Insurance Policies issued by the Non-Settling Insurers~~; (e) ~~releases~~protections granted to Protected Parties, Archdiocesan Settling Insurer Entities, and Parish Settling InsurersInsurer Entities under the Plan; or (f) any other provision of this Plan, the Trust Agreement, or the Trust Distribution Plan.

(2) Each Non-Settling Insurer shall be entitled to the following to the extent, if any, provided by the respective terms of Non-Settling ~~Insurers'~~InsuranceInsurer Policies and applicable non-bankruptcy law: (i) the right to require its consent be obtained as to any settlement of a Tort Claim; (ii) the cooperation of the Debtor, the Trust, or applicable Protected Party in the defense of any Tort Claim in all other forums; (iii) the right to manage the course of the defense and litigation of any Tort Claim; and (iv) such other rights as are provided under the terms of its ~~Insurance Policy(ies)~~Non-Settling Insurer Policies as if the Tort Claim had never been assessed for distribution purposes by the Trust.

(3) After the Effective Date, upon consent of the Trustee, a Person may become a Settling Insurer if the Bankruptcy Court, after notice and hearing, approves the agreement between the Person and the Trustee. After the Effective Date, the Trustee shall have the exclusive authority to seek approval of such agreement. Upon the Bankruptcy Court's entry of a Final Order approving such agreement, Exhibit L(1) shall be amended by the Trustee to include such Person. Any such Person shall have all of the rights, remedies and duties of a Settling Insurer notwithstanding that such Person originally may have been excluded as a Settling Insurer under any provision of the Plan. Such rights, remedies and duties shall include, ~~but not be limited to~~, the terms and conditions of the Channeling Injunction and Settling Insurer Supplemental Injunction. The Bankruptcy Court's retained jurisdiction to approve an agreement under this Article shall include jurisdiction to determine the adequacy of notice of a motion to approve such an agreement.

(4) Solely for purpose of determining amounts payable by ~~an~~ Non-Settling Insurer and not for any other purpose, each Tort Claimant shall be deemed to have partially satisfied his Tort Claim(s) against ~~each~~ Protected Party ~~to the extent that against whom the Tort Claim(s) is (are) asserted, and to have agreed to credit as payment of any judgment on such Tort Claim(s) as to such Protected Party: (i) amounts payable by the such Protected Party are either (i) not covered by any Insurance Policy; or (ii) that would not be covered payable by any Settling Insurer Entity in the absence of the an Insurance Settlement Agreement with such Insurer and the Plan or Non-Settling Insurer, including any retention(s); and (ii) amounts that would be payable by an Archdiocesan Settling Insurer Entity or Parish Settling Insurance Entity in the absence of an Insurance Settlement Agreement and the Plan.~~ Such Tort Claimant shall not seek recovery of any kind for his Tort Claim(s) from the assets of either the any Protected Party or such the Settling Insurer for such amounts. Entities. Notwithstanding the foregoing, the Tort Claimant retains the right to recover from any Non-Settling Insurer amounts payable by for the liability of a Protected Party and covered by for his Tort Claim(s); but only for the share of causal fault of a Protected Party covered by a Non-Settling Insurer and then only to the extent such Insurer under its Insurance Policy which is not the subject of an Insurance Settlement Agreement. In determining the amount recoverable from such Insurer, the amount payable by the Protected Party shall be reduced to the share of such amount attributable to the Protected Party's causal fault, and then only the Insurer's share is allocable share of such amount under applicable law. The Tort Claimant retains the right to recover the full amount of his damages from any Person, who is not a Protected Party, to such insurance policy issued by a Non-Settling Insurer or Non-Settling Insurer, as provided by applicable non-bankruptcy law, and only up to the limits of such insurance policy.

(b) Estimations/Assessments Are Not Binding. Estimations of Class 6 Claims for purposes of voting, and ~~assessment~~ the determination of qualification, assignment of points and payment of distributions of Class 6 and Class 7 Claims ~~by the Trust~~ under the Trust Distribution Plan, ~~shall~~:

~~(5) be without prejudice to any and all rights of the Trust, Protected Parties, the Non-Settling Insurers and Claimants in all other contexts or forums and~~

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

~~(6)(2)~~ shall not ~~i)~~ be deemed to ~~be constitute~~ a determination of liability of any Protected Party for the purposes of determining whether or the extent to which such Protected Party is liable ~~and for the purposes of implicating insurance coverage for the Tort Claims from Non-Settling Insurers;~~ ~~ii)~~ whether ~~and/or~~ the extent to which such claim is covered under any insurance policy of a Non-Settling Insurer. ~~The non-binding estimation for purposes of voting, and the assessment by the Tort Claims Reviewer under the Trust Distribution Plan, shall have no effect upon;~~ ~~or iii)~~ violate any “no action” provisions contained in any insurance policy ~~issued by a Non-Settling Insurer~~ to the extent any such provision remains enforceable by a Non-Settling Insurer under applicable non-bankruptcy law. Rather, the liability of any Protected Party for the purpose of determining the Protected Party’s liability, and the amount owed by any Non-Settling Insurer on any Tort Claim, shall be determined by: ~~(ix)~~ the amount of any court judgment obtained by the Tort Claimant; or ~~(iiy)~~ through a settlement agreement either to which such Non-Settling Insurer has consented or, if such Non-Settling Insurer has not consented, a settlement agreement which does not breach any duty of the Trust, Trustee, Archdiocese, or the Reorganized Debtor to the Non-Settling Insurer under the respective insurance policy or applicable law.

~~(b)(c)~~ The rights of the parties under the Insurance Settlement Agreements shall be determined exclusively under the Insurance Settlement Agreements and those provisions of the Approval Orders and the confirmation order implementing the Insurance Settlement Agreements.

~~(e)(d)~~ **The Plan is Neutral as to Insurance Policies.** For the avoidance of doubt, solely with respect to the Non-Settling Insurers, nothing in the Plan, the Trust Agreement, the Trust Distribution Plan, any confirmation order, or any other order of the Bankruptcy Court to the contrary (including any other provision that purports to be preemptory or supervening or grants a release): (i) shall affect, impair, or prejudice the rights and defenses of any ~~Non-Settling Insurer~~, any Protected Party, the Trust, or any other insureds under ~~any insurance policy~~ Non-Settling Insurer Policies in any manner, including any defenses to any claim for insurance; (ii) shall ~~not~~ constitute a settlement or resolution of any Protected Party’s liability to a Tort Claimant; (iii) shall in any way operate to, or have the effect of, impairing or having any res judicata, collateral estoppel, or other preclusive effect on, any party’s legal, equitable, or contractual rights or obligations under any insurance policy ~~in any respect;~~ ~~(iv) shall be a determination of the reasonableness of the Plan or any Insurance Settlement Agreement incorporated into the Plan, in any way whatsoever;~~ ~~or (v) issued by a Non-Settling Insurer in any respect;~~ ~~or (iv)~~ shall otherwise determine the applicability or nonapplicability of any provision of any insurance policy issued by a Non-Settling Insurer and any such rights and obligations shall be determined under the insurance policy issued by a Non-Settling Insurer and applicable law. ~~Additionally, solely with respect to the Non-Settling Insurers, any action against any insurer related to any insurance policy (except with respect to those actions enjoined by the injunctions set forth in Article XIII of the Plan) shall be brought in a court of competent jurisdiction; provided, however, that nothing herein waives any right of any Protected Party, the Trust, or any Insurer to require arbitration to the extent the relevant Insurance Policy provides for such.~~

~~(d)~~(e) **The Archdiocese's Obligations Survive.** Notwithstanding the revesting of the Transferred Insurance Interests to the Trust, the Archdiocese shall not be relieved of its continuing duties, if any, under any ~~Insurance~~Non-Settling Insurer Policy (except as provided to the contrary in any Insurance Settlement Agreement), and shall continue to perform such duties as required by applicable law. The Trust will perform such duties to the extent it is able and shall compensate the Archdiocese for all costs incurred by the Archdiocese in performing such duties.

5.4. TRUST POWERS WITH RESPECT TO TORT CLAIMS AND NON-SETTLING INSURERS

(a) The Trustee may enter into a settlement of a Tort Claim allowed by applicable non-bankruptcy law including but not limited to settlements consistent with *Miller v. Shugart*, 316 N.W.2d 729 (Minn. 1982) or *Drake v. Ryan*, 514 N.W.2d 785 (Minn. 1994), and, in its discretion, may enter into an arrangement with Tort Claimant's counsel providing such counsel will receive reasonable compensation from recovery from a Non-Settling Insurer as provided in Section 4.6.

(b) The Trustee may use the Trust Assets, other than the Future Tort Claim Reserve, to prosecute litigation against the Non-Settling Insurers.

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

5.5. SETTLING INSURERS' RIGHTS AND OBLIGATIONS.

(a) **Insurance Settlement Agreements.** The Insurance Settlement Agreements between the Archdiocese and ~~its~~the Archdiocesan Settling Insurers that have been executed to date are attached hereto as Exhibit G-1 – G-32. The remaining Archdiocesan Settling Insurers are finalizing their agreements with the Archdiocese. The executed Insurance Settlement Agreements are, and the Insurance Settlements currently being negotiated (once finalized and executed) shall automatically be, hereby incorporated by reference and made part of the Plan as if set forth fully herein, and are binding on the Trust, the Archdiocese, the Reorganized Debtor, all Committees and parties in interest, and any of the foregoing Persons' successors.

(b) **Resolution of Claims Involving Settling Insurers.** The confirmation order shall provide that within 10 days of the Effective Date, the Archdiocese and its Settling Insurers shall effect dismissal with prejudice of their claims against each other in the Insurance Coverage Adversary Proceeding, with each side to bear its own fees and costs. Except to the extent that claims between Settling Insurers and Non-Settling Insurers are not rendered moot as a result of Confirmation of the Plan and Insurance

Settlement Agreements, the ~~Archdiocese's~~ Settling Insurers and Non-Settling Insurers shall also effect a dismissal and release of claims between ~~each other~~ them in the Insurance Coverage Adversary Proceeding with prejudice, with each side to bear its own fees and costs. The Archdiocese shall not be required to dismiss the Insurance Coverage Adversary Proceeding as against any Non-Settling Insurers.

(c) **The Settling Insurers' Payments.** Each Settling Insurer will pay its Insurance Settlement Amount to the Trust within the time set forth in each such Insurance Settlement Agreement.

(d) **Judgment Reduction.**

(1) In any proceeding, suit, or action ~~relating to a Protected Party recover~~ or ~~the Trust in which~~ obtain insurance coverage or proceeds from a Non-Settling Insurer for a Tort Claim, if a Non-Settling Insurer has asserted, asserts, or could assert any Related Insurance Claim against ~~an Archdiocesan Settling Insurer~~ Entity or Parish Settling Insurer Entity, then any judgment obtained against such Non-Settling Insurer shall be automatically reduced by the amount, if any, that ~~the Settling Insurers~~ such Archdiocesan Settling Insurer Entity or Parish Settling Insurer Entity would have been liable to pay such Non-Settling Insurer as a result of that insurer's Related Insurance Claim. To effectuate this clause in any action against a Non-Settling Insurer ~~where Settling Insurers are not parties~~, the Trust, Protected Party, or Tort Claimant, as applicable, shall obtain a finding from the court in which such proceeding, suit, or action is pending of the amount, if any, such ~~Settling Insurers~~ Archdiocesan Settling Insurer Entity or Parish Settling Insurer Entity would have been required to pay such Non-Settling Insurer under its Related Insurance Claim, before entry of judgment against such Non-Settling Insurer. Upon entry of the judgment, the Trust, Protected Party, or Tort Claimant shall reduce the amount of the judgment accordingly immediately. The foregoing shall be the Non-Settling Insurer's sole remedy ~~except that in~~ If, notwithstanding the event the foregoing, a court refuses to reduce the liability of the Non-Settling Insurer, then once the order establishing the Settling Insurer's Archdiocesan Settling Insurer Entity's or Parish Settling Insurer Entity's liability for the Related Insurance Claim is a Final Order, the Trust shall promptly indemnify and hold harmless the Archdiocesan Settling Insurer Entity or Parish Settling Insurer Entity for such amount of such Related Insurance Claim.

(2) As provided in the Insurance Settlement Agreements, each Settling Insurer agrees that it will not pursue any Related Insurance Claim that it might have against any Non-Settling Insurer: ~~(a) described in this subparagraph 5.5(e), whose Related Insurance Claim against a Settling Insurer is satisfied and extinguished entirely; or (b) who does not assert a Related Insurance Claim against a corresponding Archdiocesan Settling Insurer Entity or Parish Settling Insurers~~ Insurer Entity.

(3) As provided in the Insurance Settlement Agreements, the Trustee shall use its best efforts to obtain, from all Non-Settling Insurers with which

he/she executes a settlement after the Effective Date, agreements similar to those contained in this Section.

(e) Additional Documentation; Non-Material Modifications. From and after the Effective Date, the Reorganized Debtor and the Settling Insurers shall be authorized to enter into, execute, adopt, deliver or implement all notes, contracts, security agreements, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements contained in this Article without further order of the Bankruptcy Court. Additionally, the Reorganized Debtor and the Settling Insurers may make technical or immaterial alterations, amendments, modifications or supplements to the terms of any Insurance Settlement Agreement. A class of claims that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or supplemented under this Section, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the claims within such class. An order of the Bankruptcy Court approving any amendment or modification made pursuant to this Section shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

(f) From and after the Effective Date, the Trust shall defend, indemnify, and hold harmless the Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities with respect to any and all Claims relating to any Archdiocesan Settling Insurer Entity Policies and Parish Settling Insurer Entity Policies, including all Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any such insurance policies; (ii) any Person who has made, will make, or can make a Tort 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 such insurance policies. This indemnification includes Claims made by Persons over whom the Archdiocese or the Reorganized Debtor does not have control, including any other Person who asserts Claims against or rights to coverage under any such insurance policies. The Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities shall have the right to defend any Claims identified in this Section 5.5(f) and shall do so in good faith. The Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities may undertake the defense of any Claim on receipt of such Claim. The Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities shall notify the Trust as soon as practicable of any Claims identified in this Section 5.5(f) and of their choice of counsel. The Archdiocesan Settling Insurer Entities' and Parish Settling Insurer Entities' defense of any Claims shall have no effect on the Trust's obligations to indemnify the Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities for such Claims, as set forth in this Section 5.5(f). The Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by the Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities in defending such Claims. In defense of any such Claims, the Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities may settle or otherwise resolve a Claim consistent with the terms of the Amended Plan.

5.6. CATHOLIC ENTITY/OTHER INSURED ENTITY WAIVER/CONSENT/ FEES.

(a) In consideration of the releases and Channeling Injunction and other covenants set forth herein, subject to the occurrence of the Effective Date, each of the Catholic Entities ~~treated as Protected Parties under the Plan:~~

~~(1) Waive and release as against the Archdiocese, the Reorganized Debtor, and each other any and all third party contribution and indemnity claims arising from or relating to Class 6 and Class 7 Claims; and~~

(1) Except as provided in Section 15.5, irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests they have or might have now or in the future against the other Protected Parties, the Reorganized Debtor, the Settling Insurer Entities, and each other with respect to any and all Related Insurance Claims, any contribution and indemnity claims arising from or relating to Tort Claims, and any Parish Settling Insurer Entity Policies and any Archdiocesan Settling Insurer Entity Policies; and

(2) ~~Consent~~Consents to the sale of such Catholic Entity's interests, if any, in the Parish Insurance Policies and ~~certificates of any~~the Archdiocesan Insurance Policies in accordance with the applicable ~~Settling Insurer~~Insurance Settlement Agreement and to the contribution of the proceeds from such sales and settlements to the Plan Implementation Account or the Trust, as provided in the Plan.

(b) In consideration of the releases and Channeling Injunction and other covenants set forth herein, subject to the occurrence of the Effective Date, each of the Other Insured Entities:

(1) Irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests they have or might have now or in the future against the other Protected Parties, the Reorganized Debtor, the Archdiocesan Settling Insurer Entities with respect to the Archdiocesan Settling Insurer Entity Policies, the Parish Settling Insurer Entities with respect to the Parish Settling Insurer Entity Policies, and each other with respect to any and all Related Insurance Claims, any contribution and indemnity claims arising from or relating to Tort Claims; and

(2) Consents to the sale of such Other Insured Entity's interests, if any, in the Archdiocesan Insurance Policies in accordance with the applicable Insurance Settlement Agreement and to the contribution of the proceeds from such sales and settlements to the ~~Trust to the extent~~Plan Implementation Account or the Trust, as provided in the Plan.

(b)(c) The ~~Reorganized Debtor~~Trust will indemnify any Catholic Entity or Other Insured Entity for all reasonable attorneys' fees and costs (pre-approved by the ~~Archdiocese~~Trust) incurred by such Catholic Entity or Other Insured Entity in upholding, defending or enforcing the protection of the Channeling Injunction.

5.7. DEBTOR WAIVER AND RELEASE OF CLAIMS AGAINST ARCHDIOCESAN SETTLING INSURER ENTITIES. In consideration of the payments to be made by the Archdiocesan Settling Insurers and other consideration provided by each Archdiocesan Settling Insurer, upon payment by each Archdiocesan Settling Insurer of its respective settlement amount, the Archdiocese Parties irrevocably and unconditionally, without limitation, release, acquit, forever discharge, and waive any Interests they have or might have now or in the future (a) under the Archdiocesan Settling Insurer Entity Policies or the Parish Settling Insurer Entity Policies; (b) against the Settling Insurer Entities with respect to any Channeled Claim; and (c) against the Catholic Entities and Other Insured Entities with respect to any Channeled Claim.

ARTICLE VI
IMPLEMENTATION OF THE PLAN

6.1. IMPLEMENTATION. The Archdiocese proposes that the Plan be implemented and consummated through the means contemplated by Section 1123 of the Bankruptcy Code on and after the Effective Date.

6.2. FUNDING THE PLAN.

(a) Ordinary course post-Effective Date operations of the Archdiocese shall continue to be paid from ordinary operating income of the Archdiocese.

(b) Class 6 and Class 7 Claim distributions shall be funded by the Trust pursuant to Article V and the Trust Agreement.

(c) All other claims shall be ~~addressed in accordance with this Plan~~ paid from the Plan Implementation Account or from the non-restricted assets of the Archdiocese in accordance with this Plan.

6.3. OPERATING LEASES AND REAL ESTATE LEASES. Confirmation of the Plan will constitute an assumption of the executory contracts and unexpired leases listed on Exhibit H.

6.4. CONTINUATION OF FUTURE CLAIMANT REPRESENTATIVE. ~~In the event that a Future Claimant Representative is appointed prior to the Effective Date, then, in such event,~~ Notwithstanding the entry of the confirmation order or the occurrence of the Effective Date, the Future Claimant Representative shall continue until ~~he or his successor resigns or~~ the funds in the Future Claimant Reserve Fund are completely distributed as provided in Section 4.87 of the Plan, the Trust Distribution Plan, or as directed by a future order of the Court, or otherwise. In the absence of a Future Claimant Representative, the Trustee shall act on behalf of Class 7 Claimants in accordance with the Plan and Trust Agreement.

6.5. RETENTION OF JURISDICTION.

(a) **By the Bankruptcy Court.** Pursuant to §§ 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. §§ 1334 and 157, on and after the Effective Date, the Bankruptcy Court shall retain: (i) original and exclusive jurisdiction over this Chapter

11 case, (ii) original, but not exclusive, jurisdiction to hear and determine all core proceedings arising under the Bankruptcy Code or arising in this Chapter 11 case, and (iii) original, but not exclusive, jurisdiction to hear and make proposed findings of fact and conclusions of law in any non-core proceedings related to this Chapter 11 case and the Plan, including matters concerning the interpretation, implementation, consummation, execution, or administration of the Plan. Subject to, but without limiting the generality of the foregoing, the Bankruptcy Court's post-Effective Date jurisdiction shall include jurisdiction:

- (1) over disputes concerning the ownership of claims;
- (2) over disputes concerning the distribution or retention of consideration under the Plan;
- (3) over objections to claims, motions to allow late-filed claims, and motions to estimate claims;
- (4) over proceedings to determine the extent, validity, or priority of any Lien asserted against property of the Archdiocese, the Estate, or Trust, or property abandoned or transferred by the Archdiocese, the Estate, or the Trust;
- (5) over motions to approve insurance settlement agreements entered into after the Effective Date by the Trustee;
- (6) over matters related to the Assets of the Estate or of the Trust, including liquidation of Trust Assets;
- (7) over matters relating to the subordination of claims;
- (8) to enter and implement such orders as may be necessary or appropriate in the event the confirmation order is for any reason stayed, revoked, modified or vacated;
- (9) to consider and approve modifications of or amendments to the Plan, to cure any defects or omissions or to reconcile any inconsistencies in any order of the Bankruptcy Court, including the confirmation order;
- (10) to issue orders in aid of execution, implementation, or consummation of the Plan;
- (11) over disputes arising from or relating to the Plan, the confirmation order, or any agreements, documents, or instruments executed in connection therewith;
- (12) over requests for allowance of payment of claims entitled to priority under Sections 507(a)(2) and 503(b)(9) of the Bankruptcy Code and any objections thereto;

(13) over all Fee Applications;

(14) over matters concerning state, local, or federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code;

(15) over conflicts and disputes among the Trust, the Reorganized Debtor, and holders of claims, including holders of Class 6 or Class 7 Claims;

(16) over disputes concerning the existence, nature, or scope of the Archdiocese's discharge or the Channeling Injunction, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

(17) over disputes regarding any Protected Party's, the Trustee's, or any insurer's rights and duties in connection with the defense of Litigation Claims under Section 5.2(m);

(18) to issue injunctions, provide declaratory relief, or grant such other legal or equitable relief as may be necessary or appropriate to restrain interference with the Plan, the Archdiocese or its property, the Reorganized Debtor or its property, the Estate or its property, the Trust or its property, Trustee, the Professionals, or the confirmation order;

(19) to enter a Final Decree closing the Chapter 11 case;

(20) to enforce all orders previously entered by the Bankruptcy Court;
and

(21) over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to this Chapter 11 case or the Plan.

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

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

(d) Case Closure. The existence and continued operation of the Trust shall not prevent the Bankruptcy Court from closing this Chapter 11 case. In an action

involving the Trust, any costs incurred in reopening the Chapter 11 case, including any statutory fees will be paid by the Trustee from the Trust Assets in accordance with an order of the Bankruptcy Court.

ARTICLE VII
GENERAL TRUST PROVISIONS

7.1. ALLOCATIONS WITHIN AND DISTRIBUTIONS AND PAYMENTS FROM THE TRUST.

(a) General Corpus. The following distributions and payments will be made from the general corpus of the trust:

(1) **Distributions.** Distributions on Class 6 Claims as determined by the Tort Claims Reviewer in accordance with Section 5.2(b) of this Plan, the Trust Agreement, and the Trust Distribution Plan. The Trustee shall use the GIF Tort Claim Contribution Amount to pay defense and indemnity as contemplated under the General Insurance Fund Program for Tort Claims where the Abuse took place or is alleged to have taken place after September 1, 1980. The obligations of any Non-Settling Insurer which issued insurance policies effective on or after September 1, 1980 under such insurance policies shall not be diminished or relieved by the foregoing.

(2) **Tort Claims Reviewer.** The Trustee shall retain the Tort Claims Reviewer. Fees payable to the Tort Claims Reviewer for review of Class 6 Claims shall be paid from the Trust. Fees payable to the Tort Claims Reviewer for review of Class 7 Claims shall be paid from the Future Tort Claims Reserve Fund.

(3) **Administrative Fees.** All fees, costs and expenses of administering the Trust as provided in the Plan and the Trust Agreement including: (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Assets of the Trust; (ii) to pay reasonable administrative expenses (including any taxes imposed on the Trust and any professionals' fees); and (iii) to satisfy other liabilities incurred by the Trust in accordance with the Plan or the Trust Agreement.

(4) **Indemnity.** Liability, if any, for Related Insurance Claims (see Section 5.5(d)). For the avoidance of doubt, the Trust's indemnification obligation as to Related Insurance Claims includes the obligation to reimburse Non-Settling Insurers for the share of defense costs (paid or payable by the Non-Settling Insurer) allocable to ~~a~~ Archdiocesan Settling Insurer Entities or Parish Settling Insurer Entities under Minnesota law for the same Tort Claim. Nothing in the foregoing is intended to suggest that Non-Settling Insurers have such a claim against ~~Settling Insurers~~ Archdiocesan Settling Insurer Entities or Parish Settling Insurer Entities.

(b) Future Tort Claim Reserve Fund. The Trust shall establish a Future Tort Claim Reserve Fund, funded with five percent (5%) of the Trust Assets delineated in Section 5.1(b)(3)(i-v).

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

7.3. APPOINTMENT OF THE TRUSTEE. The initial Trustee shall be identified in a supplement to the Plan to be filed by the Archdiocese within 14 days of the confirmation hearing. The Trustee shall be appointed by the Bankruptcy Court in the confirmation order and shall commence serving as the Trustee on the Effective Date; provided, however, that the Trustee shall be permitted to act in accordance with the terms of the Trust Agreement from such earlier date, as authorized by the Archdiocese, through the Effective Date, and shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and the Plan.

7.4. RIGHTS AND RESPONSIBILITIES OF TRUSTEE.

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

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

- i. Any and all claims under Sections 547, 548, 549 and 550 of the Bankruptcy Code for the recovery of any sums paid to any Person who

provided goods and services to the Archdiocese in the ordinary course of business prior to the Effective Date;

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

(c) The confirmation order shall state that without the permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or proceeding shall be commenced in any forum other than the Bankruptcy Court against the Trustee in its official capacity, with respect to its status, duties, powers, acts, or omissions as Trustee.

7.5. MEDICARE REPORTING

(a) It is the position of the Archdiocese that neither the Protected Parties, the Trust, nor the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other claim liquidations by the Trust, under the reporting provisions of the MSPA or the Medicare, Medicaid, and SCHIP Extension Act of 2007 (“MMSEA”). Prior to making any payments to any claimants, the Trust shall seek a statement or ruling from the United States Department of Health and Human Services (“HHS”) that neither the Trust, the Protected Parties, nor the Settling Insurers have any reporting obligations under MMSEA with respect to payments to the Trust by the Protected Parties or the Settling Insurers or payments by the Trust to claimants. Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Eighth Circuit or the United States Supreme Court), or a letter from the Secretary of HHS confirming that the Protected Parties and the Settling Insurers have no reporting obligations under MMSEA with respect to any settlements, payments, or other awards made by the Trust or with respect to contributions the Protected Parties and the Settling Insurers have made or will make to the Trust, the Trust shall, at its sole expense, in connection with the implementation of the Plan, act as a reporting agent for the Protected Parties and the Settling Insurers, and shall timely submit all reports that would be required to be made by the Protected Parties or any of the Settling Insurers under MMSEA on account of any Tort Claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Trust, including reports that would be required if the Protected Parties and the Settling Insurers were determined to be “applicable plans” for purposes of MMSEA, or any of the Protected Parties and the Settling Insurers were otherwise found to have MMSEA reporting requirements. The Trust, in its role as reporting agent for the Protected Parties and the Settling Insurers, shall follow all applicable guidance published

by CMS to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(b) If the Trust is required to act as a reporting agent for the Protected Parties or the Settling Insurers pursuant to the provisions of Section 7.5(a), the Trust shall provide a written certification to each of the Protected Parties and the Settling Insurers within ten (10) Business Days following the end of each calendar quarter, confirming that all reports to CMS required by Section 7.5(a) have been submitted in a timely fashion, and identifying: (a) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance, and (b) any payments to Medicare Beneficiaries that the Trust did not report to CMS.

(c) With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall, upon request by any Protected Party or any of the Settling Insurers, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports; *provided, however*, that the Trust may redact from such copies the names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators, and/or other personal representatives, as applicable. With respect to any such reports, the Trust shall reasonably undertake to remedy any issues of noncompliance identified by CMS and resubmit such reports to CMS, and, upon request by the ~~Catholic Entities~~Protected Parties or the Settling Insurers, provide the Protected Parties or the Settling Insurers copies of such resubmissions; *provided, however*, that the Trust may redact from such copies the names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the injured parties, claimants, guardians, conservators, and/or other personal representatives, as applicable. In the event the Trust is unable to remedy any issue of noncompliance, the provisions of Section 7.5(g) shall apply.

(d) If the Trust is required to act as a reporting agent for the Protected Parties or the Settling Insurers pursuant to the provisions of Section 7.5(a), with respect to each claim of a Medicare Beneficiary that was paid by the Trust and not disclosed to CMS, the Trust shall, upon request by the Debtor or any of the Protected Parties or Settling Insurers, promptly provide the last four digits of the claimant's Social Security number, the year of the claimant's birth and any other information that may be necessary in the reasonable judgment of the Protected Parties or any of the Settling Insurers to satisfy their obligations, if any, under MMSEA, as well as the basis for the Trust's failure to report the payment. In the event the Protected Parties or any of the Settling Insurers inform the Trust that it disagrees with the Trust's decision not to report a Tort Claim paid by the Trust, the Trust shall promptly report the payment to CMS. All documentation relied upon by the Trust in making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

(e) If the Trust is required to act as a reporting agent for the Protected Parties or the Settling Insurers pursuant to the provisions of Section 7.5(a), the Trust shall make the reports and provide the certifications required by Sections 7.5(a) and (b) until such time as the Protected Parties and each of the Settling Insurers determine, in their reasonable judgment, that they have no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Trust or contributions to the Trust. Furthermore, following any permitted cessation of reporting, or if reporting has not previously commenced due to the satisfaction of one or more of the conditions set forth in Section 7.5(a), and if the Protected Parties or any of the Settling Insurers reasonably determines, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Trust shall promptly perform its obligations under Sections 7.5(a) and (b).

(f) Section 7.5 is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that the Protected Parties and the Settling Insurers are in fact “applicable plans” within the meaning of MMSEA, or that they have any legal obligation to report any actions undertaken by the Trust or contributions to the Trust under MMSEA or any other statute or regulation.

(g) In the event that CMS concludes that reporting done by the Trust in accordance with Section 7.5(a) is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Trust, the Protected Parties or any of the Settling Insurers a concern with respect to the sufficiency or timeliness of such reporting, or there appears to the Protected Parties or any of the Settling Insurers a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received pursuant to Sections 7.5(b), (c), and (d), or other credible information, then each of the Protected Parties and the Settling Insurers shall have the right to submit its own reports to CMS under MMSEA, and the Trust shall provide to any party that elects to file its own reports such information as the electing party may require in order to comply with MMSEA, including the full reports filed by the Trust pursuant to Section 7.5(a) without any redactions. The Protected Parties and the Settling Insurers shall keep any information they receive from the Trust pursuant to this Section 7.5(g) confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

(h) Notwithstanding any other provisions hereof, if the Trust is required to act as a reporting agent for the Protected Parties or the Settling Insurers, then such Persons shall take all steps necessary and appropriate as required by CMS to permit any reports contemplated by this Section 7.5 to be filed.

(i) As described in Section 5.2(i), in connection with the implementation of the Plan, the Trustee shall obtain from the Tort Claimant prior to remittance of funds to Tort Claimant’s counsel or the Tort Claimant, if pro se, in respect of any Tort Claim a certification from the Tort Claimant to be paid that said Tort Claimant has or will provide for the payment and resolution of any obligations owing or potentially owing under

MSPA relating to such Tort Claim; otherwise the Trust shall withhold from any payment to the Tort Claimant funds sufficient to assure that any obligations owing or potentially owing under MSPA relating to such Tort Claim are paid to CMS. The Trust shall provide a quarterly certification of its compliance with this Section 7.5 to each of the Protected Parties and the Settling Insurers, and permit reasonable audits by such Persons, no more often than quarterly, to confirm the Trust's compliance with this Section 7.5. For the avoidance of doubt, the Trust shall be obligated to comply with the requirements of this Section 7.5 regardless of whether the Protected Parties or any of the Settling Insurers elects to file its own reports under MMSEA pursuant to Section 7.5(g).

(j) Compliance with the provisions of this Section 7.5 shall be a material obligation of the Trust in favor of the Settling Insurers under any settlement agreements between any of those insurers and ASPM.

(k) The Trust shall defend, indemnify and hold harmless the Protected Parties and the Settling Insurers from any claims in respect of Medicare Claims reporting and payment obligations in connection with Tort Claims, including any obligations owing or potentially owing under MMSEA or MSPA, and any claims related to the Trust's obligations under this Section 7.5.

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

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

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

7.9. TERMINATION. The Trust shall terminate after its liquidation, administration and distribution of the Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreement. The Trust shall terminate no later than the later of: (i) twelve (12) months after the termination of the Insurance Litigation, whether such termination is by a Final Order or a settlement between the parties to the Insurance Litigation, or (ii) the seventh (7th) anniversary of the Effective Date.

7.10. IMMUNITY; LIABILITY; INDEMNIFICATION.

(a) Neither the Reorganized Debtor or its respective member, designees, or professionals, nor the Trustee or any duly designated agent or representative of the Trustee, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent, or representative of such Trustee, ~~other than for~~ except that the Trustee shall be liable for its specific acts or omissions resulting from such Trustee's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty.

The Trustee may, in connection with the performance of its functions and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors, and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Trustee shall not be under any obligation to consult with its attorneys, accountants, financial advisors, or agents, and its determination not to do so shall not result in the imposition of liability on the Trustee unless such determination is based on the Trustee's recklessness, gross negligence, willful misconduct, or fraud.

(b) No recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant or other professional retained in accordance with the terms of this Trust Agreement or the Plan by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trustee in implementation of this Trust Agreement or the Plan, or by reason of the creation of any indebtedness by the Trustee under the Plan for any purpose authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had against: (a) the Trustee's bond or applicable insurance coverage, and, (b) to the extent not covered by such bond, directly against the Trustee.

(c) The Trust shall defend, indemnify and hold the Trustee, its officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of Minnesota entitled to indemnify and defend its directors, trustees, officers and employees against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties hereunder, provided that the Trustee shall not be indemnified or defended in any way for any liability, expense, claim, damage or loss for which they are ultimately liable under Section 7.10(a).

(1) Additionally, the Debtor, the Reorganized Debtor, and each of their respective agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative or arbitral action, by reason of any act or omission of the Debtor or Reorganized Debtor, or respective agents, with respect to: (i) the Chapter 11 case and any act or omission undertaken by them prior to the commencement thereof, (ii) the assessment or liquidation of any Class 6 and Class 7 Claims, (iii) the administration of the Trust and the implementation of the TDP, or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent that a corporation or trust organized under the laws of Minnesota is from time to time entitled to indemnify and defend its officers, directors, trustees and

employees, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Debtor or Reorganized Debtor, and their respective professionals, officers, and directors, in connection with or resulting from such action, suit or proceeding, if he or she acted in good faith and in a manner he or she believed to be in, or not opposed to, the best interests of the holders of Class 6 and Class 7 Claims.

(2) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, the Debtor, the Reorganized Debtor, and their respective agents in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are entitled to be indemnified by the Trust, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trustee, the Debtor, the Reorganized Debtor, and their respective agents, to repay such amount in the event that it shall be determined ultimately by Final Order that such Trustee, the Debtor, the Reorganized Debtor and their respective professionals, officers and directors is not entitled to be indemnified by the Trust.

ARTICLE VIII **OTHER SETTLEMENTS EMBODIED IN PLAN**

8.1 RILEY FUND. The Archdiocese and the Cathedral of Saint Paul (the "Cathedral Corporation") have asserted competing claims to the proceeds of a trust fund (the "Riley Fund") created by William C. Riley under a will dated September 16, 1929. The Archdiocese and the Cathedral Corporation have agreed to resolve their competing interests in the Riley Fund upon payment by the Archdiocese to the Cathedral Corporation of an amount equal to one-half of the balance of the Riley Fund held by the Archdiocese as of the Effective Date (approximately ~~\$1,289,730~~ 292,282.21 as of September 30, 2016). The payment to the Cathedral Corporation, which payment shall be free and clear of any interest of the Archdiocese, will be made directly by the Archdiocese to the Cathedral Corporation and will not be made from the Plan Implementation Account. Payment under the settlement will be made as soon as practical following the Effective Date. The remaining balance of the Riley Fund (or approximately ~~\$1,289,730~~ 292,282.21 as of September 30, 2016) will be paid by the Archdiocese to the Plan Implementation Account as a component of the contribution contemplated under Section 5.1(b)(3)(i) of the Plan, which payment shall be free and clear of any interest of the Cathedral Corporation. This settlement shall be effective upon entry of an order confirming the Plan. The Cathedral Corporation's agreement to this settlement is conditioned on the waiver of any and all claims and Causes of Action against the Cathedral Corporation.

ARTICLE IX **INSURANCE POLICIES**

9.1. CONTINUATION OF INSURANCE POLICIES. All known Archdiocese Entity Insurance Policies are listed on Exhibit I. Subject Except for the Archdiocesan Insurer Entity Policies and Parish Insurer Entity Policies which are bought back as set forth in and pursuant to the Insurance Settlement Agreements, or as otherwise set forth in the other terms of

[this Plan](#) all Archdiocese Entity Insurance Policies shall, as applicable, either be deemed assumed by the Reorganized Debtor pursuant to Sections 365, 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code, to the extent such Archdiocese Entity Insurance Policy is or was an executory contract of the Archdiocese, or continued in accordance with its terms pursuant to Section 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Insurance Policy is not an executory contract of the Archdiocese, such that each of the parties' contractual, legal, and equitable rights under each such Archdiocese Entity Insurance Policy shall remain unaltered. To the extent that any or all of the Archdiocese Entity Insurance Policies are considered to be executory contracts, then the Plan shall constitute a motion to assume such Archdiocese Entity Insurance Policies in connection with the Plan. Subject to the occurrence of the Effective Date, the confirmation order shall approve such assumption pursuant to §§ 365(a), 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtor, the Estate, and all parties in interest in this Chapter 11 case. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Archdiocese existing as of the Effective Date with respect to any Archdiocese Entity Insurance Policy. The Archdiocese reserves the right to seek rejection of any Archdiocese Entity Insurance Policy or other available relief prior to the Effective Date.

ARTICLE X

PROCEDURES FOR GENERAL CLAIMS ADMINISTRATION

10.1. RESERVATION OF RIGHTS TO OBJECT TO CLAIMS. Unless a claim is expressly described as an allowed claim pursuant to or under the Plan, or otherwise becomes an allowed claim prior to the Effective Date, upon the Effective Date, the Reorganized Debtor or the Trustee, as applicable, shall be deemed to have a reservation of any and all rights, interests and objections of the Archdiocese, the Committee, or the Estate to any and all claims and motions or requests for the payment of or on account of claims, whether administrative expense, priority, secured or unsecured, including any and all rights, interests and objections to the validity or amount of any and all alleged claims, Liens, and security interests, whether under the Bankruptcy Code, other applicable law or contract. The failure to object to any claim in this Chapter 11 case shall be without prejudice to the Reorganized Debtor's or the Trustee's, as applicable, rights to contest or otherwise defend against such claim in the Bankruptcy Court as set forth in this Section when and if such claim is sought to be enforced by the holder of such claim.

10.2. OBJECTIONS TO CLAIMS. Prior to the Effective Date, the Archdiocese shall be responsible for pursuing any objection to the allowance of any claim. From and after the Effective Date, the Reorganized Debtor or the Trustee, as applicable, will retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving and making distributions, if any, with respect to all claims (including those claims that are subject to objection by the Archdiocese as of the Effective Date), provided, however, that nothing in this Section shall affect the right of any party in interest (including the Reorganized Debtor and the Trustee) to object to any claim to the extent such objection is otherwise permitted by the Bankruptcy Code, the Bankruptcy Rules, and the Plan. Further, nothing in this Section shall prohibit the Trustee from objecting to or establishing procedures for the allowance or treatment of Tort Claims. Unless otherwise provided in the Plan or by order of the Bankruptcy Court, any

objections by the Reorganized Debtor or the Trustee to claims that are not Tort Claims will be filed and served not later than one (1) year after the later of: (i) the Effective Date, or (ii) the date such claim is filed, provided that the Reorganized Debtor may request (and the Bankruptcy Court may grant) extensions of such deadline, or of any Bankruptcy Court approved extensions thereof, by filing a motion with the Bankruptcy Court without any requirement to provide notice to any Person, based upon a reasonable exercise of the Reorganized Debtor's business judgment. A motion seeking to extend the deadline to object to any claim shall not be deemed an amendment to the Plan.

10.3. DETERMINATION OF CLAIMS. From and after the Effective Date, any claim that is not a Tort Claim, and as to which a Proof of Claim or motion or request for payment was timely filed in this Chapter 11 case, or deemed timely filed by order of the Bankruptcy Court, may be determined and (so long as such determination has not been stayed, reversed, or amended, as to which determination (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired, (and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending)), liquidated pursuant to: (i) an order of the Bankruptcy Court; (ii) applicable bankruptcy law; (iii) agreement of the parties without the need for Bankruptcy Court approval; (iv) applicable 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 with respect to such claim, filed by the Archdiocese, the Reorganized Debtor, or any other party in interest on or prior to any applicable deadline for filing such objection or application with respect to such claim. Any such claim so determined and liquidated shall be deemed to be an allowed claim for such liquidated amount and shall be satisfied in accordance with the Plan. Nothing contained in this Section shall constitute or be deemed a waiver of any claims, rights, Interests, or Causes of Action that the Debtor, the Reorganized Debtor or the Trust may have against any Person in connection with or arising out of any claim or claims, including any rights under 28 U. S. C. § 157.

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

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

ARTICLE XI
DISTRIBUTIONS UNDER THE PLAN

11.1. TIMING OF DISTRIBUTIONS. As soon as practicable after the Effective Date, the Reorganized Debtor shall make the payments required by the Plan to the holders of the claims to be paid from the Plan Implementation Account under the Plan. Distributions on Tort Claims will be in accordance with the timing set forth in the Plan, the Trust Agreement, and the Trust Distribution Plan.

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

11.3. UNDELIVERABLE DISTRIBUTIONS. If payment or distribution to the holder of an allowed claim under the Plan is returned for lack of a current address for the holder or otherwise, the Reorganized Debtor or the Trustee, as applicable, shall file with the Bankruptcy Court the name, if known, and last known address of the holder and the reason for its inability to make payment. All allowed claims paid as provided in this Section shall be deemed addressed to the same extent as if payment or distribution had been made to the holder of the allowed claim with no recourse to the Reorganized Debtor or the Trustee, as applicable, or property of the Reorganized Debtor or the Trustee. If, after the passage of six (6) months, the payment or distribution still cannot be made, the Reorganized Debtor ~~or~~ for the Trustee, as applicable, may make the payment to the Counseling Fund. All allowed claims paid as provided in this Section shall be deemed satisfied and released, with no recourse to the Reorganized Debtor or the Trustee, as applicable, or property of the Reorganized Debtor or the Trustee, as applicable, upon payment to the Counseling Fund, to the same extent as if payment or distribution has been made to the holder of the allowed claim.

11.4. SETOFFS. The Reorganized Debtor or the Trustee, as applicable, may, to the extent permitted under applicable law, set off against any allowed claim and the distributions to be made pursuant to the Plan on account of such allowed claim, the claims, rights and Causes of Action of any nature that the Reorganized Debtor or the Trustee, as applicable, may hold against the holder of such allowed claim that are not otherwise waived, released or compromised in accordance with the Plan; provided, however, that neither such a setoff nor the allowance of any claim hereunder shall constitute a waiver or release by the Reorganized Debtor or the Trustee, as applicable, of any such claims, rights, and Causes of Action that the Reorganized Debtor or the Trustee, as applicable, possesses against such holder.

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

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

ARTICLE XII
EFFECTIVENESS OF THE PLAN

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

(a) **Entry of Confirmation Order.** Subject fully to Sections 12.3 and 12.4, the confirmation order is a Final Order;

(b) **Insurance Settlements.** The Archdiocese, the Catholic Entities, and the Other Insured Entities, as applicable, and the Settling Insurers ~~listed in Exhibit L~~ shall have executed their respective Insurance Settlement Agreements and the Bankruptcy Court shall have ~~approved such~~ issued an order(s) approving the Insurance Settlement Agreements between the Archdiocese and the Archdiocesan Settling Insurers and such order(s) becomes a Final Order;

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

(d) **Appointment of Trustee.** The appointment of the Trustee shall have been approved by order of the Bankruptcy Court.

12.2. NOTICE OF EFFECTIVE DATE. The Reorganized Debtor shall file a Notice of Effective Date with the Bankruptcy Court within seven (7) days after the occurrence of the Effective Date.

12.3. WAIVER OF CONDITIONS. The Debtor, with the Committees' consent, may waive any of the conditions to the occurrence of the Effective Date other than Section 12.1(a) and (b).

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

ARTICLE XIII
EFFECTS OF CONFIRMATION

13.1. DISSOLUTION OF COMMITTEES

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

13.2. DISCHARGE AND INJUNCTION

Except as otherwise expressly provided in the Plan or in the confirmation order, on the Effective Date, pursuant to Section 1141(d) of the Bankruptcy Code, the Archdiocese shall be discharged from any and all claims that arose prior to the Effective Date, including interest, if any, regardless of whether it is alleged to have accrued before or after the Petition Date (each “Discharged Claim”). For the avoidance of doubt, “Discharged Claim” includes any disallowed claim. All Persons who have held or asserted, hold or assert, or may in the future hold or assert a Discharged Claim shall be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Discharged Claim, including: (i) commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Discharged Claim against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor; (ii) seeking the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor, with respect to any Discharged Claim; (iii) creating, perfecting, or enforcing any encumbrance or lien of any kind against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor with respect to any Discharged Claim; (iv) asserting any setoff right of contribution, indemnity, subrogation, or recoupment of any kind against any obligation due to the Reorganized Debtor with respect to any Discharged Claim; and (v) taking any action, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the Plan. Tort Claimants and the Trust shall be permitted to name the Archdiocese in any proceeding to resolve whether the Archdiocese has liability for Tort Claims and the amount of any such liability, solely for the purpose of obtaining insurance coverage from Non-Settling Insurers. But the foregoing injunction on enforcement, attachment, collection and recovery shall nonetheless apply except as to Non-Settling Insurers. In the event any Person takes any action that is prohibited by, or is otherwise inconsistent with the provisions of this injunction, the Plan or confirmation order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the claim of such Person is asserted will automatically be transferred to the Bankruptcy Court or the District Court for enforcement of the Plan. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof the moving party may seek an award of costs (including reasonable attorneys’ fees) against the non-moving party, and such

other legal or equitable remedies as are just and proper, after notice and a hearing. The discharge hereunder shall not limit in any way the obligations of Non-Settling Insurers to defend and pay the Archdiocese's liability for ~~Torts~~Tort Claims under insurance policies issued to the Archdiocese by Non-Settling Insurers.

13.3. CHANNELING INJUNCTION

~~In consideration of the promises, obligations, and payments of the Archdiocese, the Reorganized Debtor, the Catholic Entities, and the Settling Insurers under the Plan, their contribution to the Trust, and pursuant to their respective settlements with the Debtor, except as expressly provided in Section 5.2 of this Plan, and solely to the extent allowed therein,~~

Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurer Entities. In consideration of the undertakings of the Protected Parties, the Archdiocesan Settling Insurer Entities, and the Parish Settling Insurer Entities under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the Archdiocese, the Archdiocesan Settling Insurer Entities, and the Parish Settling Insurer Entities, and pursuant to section 105 of the Bankruptcy Code:

(a) any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust agreement as the sole and exclusive remedy for all holders of Channeled Claims; and

(b) all Persons who have held or asserted, hold or assert, or may in the future hold or assert any ~~Tort Claim arising prior to the Effective Date, and any Channeled Claim, shall be forever barred and~~ Channeled Claims are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, ~~pursuing, or enforcing, such Tort Claim or attempting to assert or enforce any~~ Channeled Claim against ~~any~~the Protected ~~Party~~Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities, including: ~~(a) for damages of any type, including bodily injury, personal injury, emotional distress, wrongful death,~~

~~(1) — or loss of consortium; (b) for exemplary or punitive damages; (c) for attorneys' fees and other expenses, fees, or costs; (d) any interest on Tort Claims or Channeled Claims allowed by law; (e) against the property of any of the Protected Parties or Settling Insurers;~~

(1) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or against the property of any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities;

~~(2) — or (f) for any remedy at law or in equity whatsoever, heretofore, now or hereafter asserted against any~~

(2) enforcing, attaching, collecting or recovering, by any manner or means, from any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities, or the property of any of the Protected Parties or Settling Insurer Entities, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities, or any other Person;

(3) creating, perfecting or enforcing any lien of any kind relating to any Channeled Claim against any of the Protected Parties, the Archdiocesan Settling Insurer Entities, or the Parish Settling Insurer Entities, or the property of the Protected Parties or the Settling Insurer Entities; and

(4) asserting, implementing or effectuating any Channeled Claim of any kind against:

(i) any obligation due any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities;

(ii) any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities; or

(iii) the property of any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities.

~~Protected Party.~~

For the avoidance of doubt, Tort Claimants can proceed under Section 5.2, solely to the extent provided therein. Tort Claimants and the Trust shall be permitted to name the Archdiocese and any other Protected Party in any proceeding to resolve whether the Archdiocese or such other Protected Party has liability for a Tort Claim, and the amount of any such liability, solely for the purpose of obtaining Insurance Coverage from Non-Settling Insurers under the Non-Settling Insurer Policies. The foregoing injunction on enforcement, attachment, collection and recovery shall apply except as to the Non-Settling Insurers. In the event a Tort Claimant obtains a judgment against the Archdiocese, which by statute becomes a lien against real estate, the Tort Claimant shall, immediately upon request of the Reorganized Debtor, execute a release of such lien.

The foregoing channeling injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the ~~Tort Claims and~~ Channeled Claims as provided in this Section 13 shall inure to the benefit of the Protected Parties ~~and, Archdiocesan Settling Insurers~~ Insurer Entities, and Parish Settling Insurer Entities. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

13.4. EXCULPATION; LIMITATION OF LIABILITY

From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party shall be released from, any claim, Cause of Action or liability to any other Exculpated Party, to any holder of a claim, or to any other party in interest, for any act or omission that occurred during and in connection with this Chapter 11 case or in connection with the preparation and Filing of this Chapter 11 case, the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, and the administration of the Plan or the property to be distributed under the Plan, except for claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Archdiocese and its officers, ~~member~~members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Section 1125(e) of the Bankruptcy Code and the channeling injunction.

13.5. SETTLING INSURER SUPPLEMENTAL INJUNCTION

[Supplemental Injunctions Preventing Prosecution of Claims Against Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, and Protected Parties.](#) Pursuant to sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including ~~any of~~ the Settling Insurers' ~~purchase~~purchases of insurance policies from the Archdiocese, Other Insured Entities, and Catholic Entities pursuant to section 363(f) of the Bankruptcy Code, any and all Persons who have held, now hold or who may in the future ~~may~~ hold any Interests (including all ~~debtholders, debt holders, all~~ equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, perpetrators, ~~Non-Settling~~other insurers, and all others holding Interests of any kind or nature whatsoever, including those claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Protected Parties, the Archdiocesan Settling Insurers, or Insurer Entities, and the Parish Settling Insurers' Insurer Entities, or any Person insured by any of the Archdiocesan Settling Insurer Entities or Parish Settling Insurer Entities under the Archdiocesan Settling Insurer Entity Policies; which, or Parish Settling Insurer Entity Policies to the extent such Interests arise from the same injury or damages asserted in connection with a Tort Claim, or that directly or indirectly arise from, relate to, or are in connection with any of the Archdiocesan Settling Insurer Entity Policies and Parish Settling Entity Policies, any Tort Claims Claim, Claim Nos. 502, 503, and 668, Class 3 Claims, Class 13 Claims, Class 14 Claims, or any Related Insurance Claims, Claim are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the ~~Settling Insurers, Protected Parties, and the Policies~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, any Person insured by any of the Archdiocesan Settling Insurer Entities or Parish Settling Insurer Entities to the extent such Interests arise from the same injury or damages asserted in connection with a Tort Claim, the Archdiocesan Settling Insurer Entity Policies, Parish Settling Insurer Entity Policies, or the Protected Parties, including:

(a) Commencing or continuing in any manner any action or other proceeding against the Archdiocesan Settling Insurers Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties or the property of the ~~Settling Insurers~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties;

(b) Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Archdiocesan Settling Insurers Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties or the property of the ~~Settling Insurers~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties;

(c) Creating, perfecting, or enforcing any lien of any kind against the Archdiocesan Settling Insurers Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties or the property of the ~~Settling Insurers~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties;

(d) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Archdiocesan Settling Insurers Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties or the property of the ~~Settling Insurers~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties; and

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

Notwithstanding the foregoing, nothing in this Section 13.5 shall be construed to include any Claim (“Order Claim”) against a religious order that is not a Protected Party (collectively, the “Orders”) or any Claim by any of the Orders for insurance coverage in connection with an Order Claim under an insurance policy other than the Archdiocesan Settling Insurer Entity Policies or Parish Settling Insurer Policies.

All such claims shall be channeled to the Trust. This injunction shall not apply to: (i) claims for insurance from the Catholic Mutual Relief Society (“Catholic Mutual”) under policies issued by ~~the Catholic Mutual Relief Society~~ to the Archdiocese as the Named Insured on or after September 1, 1986, except as provided in the Insurance Settlement Agreement ~~attached hereto as part of Exhibit G-3~~with Catholic Mutual; or (ii) any reinsurance claim.

13.6. INSURANCE SETTLEMENT AGREEMENT INJUNCTIONS

Any injunction, discharge, or release contained in an Insurance Settlement Agreement is (a) incorporated in all respects into the Plan by this express reference, ~~is thereto~~, (b) deemed fully set forth in this Plan, ~~is~~(c) approved, and ~~is~~(d) in addition to the injunctions, discharges and releases expressly set forth in this Plan.

13.7. TIMING

The injunctions, releases, and discharges to which ~~such~~any Settling Insurer Entity is entitled pursuant to such Insurance Settlement Agreement, the Plan, the confirmation order, the

Approval Orders, and the Bankruptcy Code shall only become effective when the Trust receives payment in full from [the corresponding Settling Insurer\(s\)](#) pursuant to the terms of such Settling Insurer's Insurance Settlement Agreement, and the other provisions set forth in Article XII are fully met.

ARTICLE XIV
THE REORGANIZED DEBTOR

14.1. CONTINUED CORPORATE EXISTENCE. The Archdiocese will, as the Reorganized Debtor, continue to exist after the Effective Date as a separate entity in accordance with Minn. Stat. § 315.16 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.

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

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

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

14.5. CHILD PROTECTION. The civil settlement agreement with the Ramsey County Attorney's Office ~~(Exhibit~~, [as amended in conjunction with the dismissal of the Ramsey County criminal action \(Exhibits ~~K~~\(1\) and ~~K~~\(2\)\)](#) is incorporated into the Plan.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.1. REJECTION OF UNASSUMED EXECUTORY CONTRACTS. On the Effective Date, except for any executory contract: (i) that was previously assumed or rejected by an order of the Bankruptcy Court (including the confirmation order) or otherwise pursuant to § 365 of the Bankruptcy Code; (ii) that is subject to a pending motion to assume or reject before

the Bankruptcy Court; (iii) that is expressly assumed in the Plan; or (iv) that is listed on Exhibit H as an executory contract to be assumed, each executory contract entered into by the Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms, shall be rejected pursuant to Sections 365 and 1123 of the Bankruptcy Code, effective as of the confirmation date. The confirmation order shall constitute an order of the Bankruptcy Court approving such rejection pursuant to Sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Except as may be otherwise set forth on Exhibit H, no cure payment shall be required by the Archdiocese in connection with the assumption and assignment of any contract listed on Exhibit H.

15.2. CLAIMS BASED ON REJECTION OF EXECUTORY CONTRACTS.

Every claim asserted by a creditor arising from the rejection of an executory contract pursuant to the Plan must be filed with the Bankruptcy Court no later than the first business day, which is thirty (30) days after the confirmation date or the first business day that is thirty (30) days after entry of the Final Order of the Bankruptcy Court approving rejection, if such Final Order is entered after the confirmation date. Every such claim which is timely filed, as and when it becomes an allowed Claim, will be treated under Class 12 of the Plan. Every such Claim which is not timely filed by the deadline stated above will be forever barred, unenforceable, and discharged, and the creditor holding the claim will not receive or be entitled to any distribution under the Plan on account of such claim.

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

15.4. LEASE CLAIM INDEMNITY. The Reorganized Debtor will fully indemnify the Debtor's estate, and any successor to the Debtor's estate, including but not limited to any trust formed for the benefit of creditors, from and for any claim(s) arising out of the breach of the Lease asserted after confirmation, regardless of whether such claim(s) arise(s) before or after the confirmation of a plan by the Debtor.

15.5. INDEMNITY FOR UNINSURED NON-TORT CLAIMS. The Reorganized Debtor will fully indemnify any Catholic Entity for any claim(s), other than Tort Claims, asserted against such Catholic Entity after the Effective Date for which the Catholic Entity would otherwise have, but as a result of the sale ~~or~~ transfer, or release by the Debtor or the Catholic Entity of ~~an Insurance Policy or with respect~~ to a Settling Insurer ~~pursuant to a buy-back~~

~~agreement as part of~~Entity Policy in connection with this Chapter 11 case, does not have, insurance coverage for such non-Tort Claim(s).

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

15.7. FINAL ORDER. Except as otherwise expressly provided in the Plan, any requirement in the Plan for a Final Order may be waived by the Archdiocese (if prior to the Effective Date) or by the Reorganized Debtor (on or after the Effective Date) upon written notice to the Bankruptcy Court. ~~Any party in interest may, on its own behalf, waive a requirement for a Final Order that results in favor of such party in interest without notice to the Bankruptcy Court or other parties in interest. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any order that is not a Final Order, provided that the Archdiocese or the Reorganized Debtor, as the case may be, first obtains the consent of all Archdiocesan Settling Insurers.~~

15.8. AMENDMENTS AND MODIFICATIONS. The Archdiocese may modify the Plan at any time prior to the confirmation hearing in accordance with Section 1127(a) of the Bankruptcy Code. After the confirmation date and prior to substantial consummation, the Reorganized Debtor, or the Trustee, as appropriate, may modify the Plan in accordance with Section 1127(b) of the Bankruptcy Code by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court.

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

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

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

requiring the payment of any documentary stamp, tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

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

15.13. REVOCATION. The Archdiocese reserves the right to revoke and withdraw the Plan prior to the confirmation date, provided it first obtains the consent of all Archdiocesan Settling Insurers, in which case the Plan shall be null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Archdiocese, the Committee, or any other Person or to prejudice in any manner the rights of the Archdiocese, the Committee, or any other Person in any further proceedings involving the Archdiocese, or be deemed an admission by the Archdiocese, including with respect to the amount or allowance of any claim or the value of any property of the Estate.

15.14. CONTROLLING DOCUMENTS. In the event and to the extent that any provision of the Plan or Trust Agreement is inconsistent with any provision of the disclosure statement, the provisions of the Plan or Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of the Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control and take precedence. In the event and to the extent that any provision of the confirmation order is inconsistent with any provision of the Plan or the Trust Agreement, the provisions of the confirmation order shall control and take precedence. To the extent that any provision of the Plan, the Trust Agreement, or the confirmation order is inconsistent with the Insurance Settlement Agreements, the Insurance Settlement Agreements control.

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

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

If to the Archdiocese or the Reorganized Debtor:

Joseph F. Kueppers
Chancellor for Civil Affairs
Office of the Chancellor for Civil Affairs
Archdiocese of Saint Paul and Minneapolis
222 Before February 10, 2017:

226 Summit Avenue
Saint Paul, MN 55102
After February 10, 2017:
777 Forest Street
Saint Paul, MN 55106
Telephone No.: (651) 291-4400
Facsimile No.: (651) 290-1629

with a copy to: Briggs and Morgan
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157
Attn: Richard D. Anderson
Charles B. Rogers
Telephone No.: 612-977-8400
Facsimile No.: 612-977-8650

If to the Trust or the Trustee:

The parties identified in the Trust Agreement to receive notices.

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

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

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

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

15.21. CERTAIN ACTIONS. By reason of entry of the confirmation order, prior to, on or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the Archdiocese under the Plan, including: (a) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan, and (b) the adoption, execution, and implementation of other matters provided for under the Plan involving the Archdiocese or organizational structure of the Archdiocese shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant applicable non-bankruptcy law, without any requirement of further action by the officers of the Archdiocese.

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

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

15.24. OTHER RIGHTS. Except as expressly set forth in this Plan, nothing in the Plan shall preclude any Person from asserting in any proceeding, or against any award or judgment entered in such proceeding, any and all rights that may be accorded under Minnesota law, or any other applicable statutory or common law, of contribution, indemnity, reduction, credit, or setoff, arising from the settlement and resolution of the Tort Claims.

ARTICLE XVI **BANKRUPTCY RULE 9019 REQUEST**

Pursuant to Bankruptcy Rule 9019 and through the Plan, the Debtor requests approval of all compromises and settlements included in the Plan, including but not limited to the compromises and settlements set forth in Article V. In addition, through the Plan, the Debtor requests confirmation of the Plan under Section 1129 of the Bankruptcy Code with respect to any impaired class that does not accept the Plan or is deemed to reject the Plan.

ARTICLE XVII **CONFIRMATION REQUEST**

The Debtor hereby requests confirmation of the Plan under Section 1129(b) of the Bankruptcy Code with respect to any impaired class that does not accept the Plan or is deemed to have rejected the Plan.

[Remainder of page intentionally left blank]

[Signature page for Plan of Reorganization]

Respectfully submitted,

THE ARCHDIOCESE OF SAINT PAUL AND
MINNEAPOLIS

By: _____
Its: _____

**EXHIBIT A
TO
CHAPTER 11 PLAN OF REORGANIZATION PROPOSED
BY THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS**

Definitions to the Plan

1. “Abuse” means (i) any actual or alleged sexual conduct, misconduct, abuse, or molestation, including actual or alleged “sexual abuse” as that term phrase is defined in Minnesota Statutes § 541.073(1), as well as from molestation,; (ii) indecent assault or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm, or; (iii) contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which a Protected Party is, was or may be liable or alleged to be liable; or (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, intimidation, or misconduct.
2. “Administrative Claim” means a claim for costs and expenses of administration that is allowable and entitled to priority under Sections 503, 507 (a)(2) or 507 (b) of the Bankruptcy Code, including any post-petition tax claims, any actual and necessary expenses of preserving the Estate, any actual and necessary expenses of operating the business of the Debtor, all Professional Claims, and any fees or charges assessed against the Estate under 28 U.S.C. § 1930.
3. “AMBP” or “Archdiocese Medical and Dental Plan” means that Archdiocese medical and dental benefit plan described in the motion filed by the Archdiocese with the Court on or about January 16, 2015 (Docket No. 15).
4. “Approval Order” means an order of the Bankruptcy Court approving the Insurance Settlement Agreements as such order may be awarded, modified, or supplemented.
5. “Archdiocese” and “Archdiocesan” refers to the Archdiocese of St. Paul and Minneapolis, which is the diocesan corporation formed pursuant to Minnesota Statutes Section 315.16, ~~which that~~ is the public juridic person of the Roman Catholic Archdiocese of Saint Paul and Minneapolis, as now constituted or as it may have been constituted, and the Estate (pursuant to section 541 of the Bankruptcy Code).
- ~~6. “Archdiocesan Parish” means a parish maintained in the Archdiocese.~~
6. “Archdiocesan Insurance Policy(ies)” means any and all known and unknown contracts, binders, certificates, or policies of insurance in effect on or before the Effective Date that was issued to, allegedly issued to, or for the benefit of, or that otherwise actually, allegedly, or might insure, the Archdiocese or any of its predecessors in interest, successors or assigns, and that actually, allegedly, or might afford coverage with respect to any Tort Claim. For the avoidance of doubt, “Archdiocesan Insurance Policies” does not include policies issued to any Catholic Entity, Other Insured Entity, or any other Person, that does not also insure the Archdiocese.

7. “Archdiocesan Parishes” means all past and present parishes of or in the Archdiocese.
8. “Archdiocese Parties” means collectively the Archdiocese and: (i) each of the past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies of the Archdiocese; (ii) any and all named insureds, insureds, and additional insureds under the Archdiocesan Settling Insurer Entity Policies; (iii) each of the foregoing Persons’ respective past, present, and future parents, subsidiaries, merged companies, divisions and acquired companies; (iv) each of the foregoing Persons’ respective predecessors, successors and assigns; and (v) any and all past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or religious, volunteers, agents, attorneys, and representatives of the Persons identified in the foregoing subsections (i)-(iv), in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the Archdiocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Tort Claim is not an Archdiocese Party.
- ~~7.9.~~ “Archdiocesan Priest” means a priest ordained by the Archdiocese.
10. “Archdiocesan Settling Insurers” means the Persons listed on Exhibit L(1).
11. “Archdiocesan Settling Insurer Entities” means the Archdiocesan Settling Insurers and each of their past, present and future parents, subsidiaries, affiliates, and divisions; each of the foregoing Persons’ respective past, present, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies; each of the foregoing Persons’ respective past, present and future directors, officers, shareholders, employees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators; and each of the foregoing Persons’ respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them; except to the extent, if any, such Person’s actual or alleged rights, duties, obligations, or liabilities arise out of or relate to their status as, or conduct, acts or omissions on behalf of, a Non-Settling Insurer. For the avoidance of doubt, and notwithstanding anything else in the Plan, including any Exhibits, St. Katherine Insurance Company PLC (now known as St. Paul International Insurance Company), each of its present parents, subsidiaries, affiliates, and divisions, and each of the foregoing Persons’ respective past and present parents, subsidiaries, affiliates, are Archdiocesan Settling Insurer Entities.
12. “Archdiocesan Settling Insurer Entity Policies” means any and all Archdiocesan Insurance Policies issued by an Archdiocesan Settling Insurer Entity that are not listed on Exhibit L(3).
- ~~8.13.~~ “Archdiocese Entity Insurance Policies” mean the insurance policies issued by any insurance company or insurance broker for the benefit of the Archdiocese or any predecessor in interest of the Archdiocese, included on Exhibit I.

- | ~~9.14.~~ 14. “Archdiocese of Saint Paul and Minneapolis Lay Employees’ Pension Plan” means the noncontributory multiple employer defined benefit pension plan for the benefit of the Archdiocese’s full-time lay employees, together with the employees of those participating employers located within the boundaries of the Archdiocese that chose to adopt the pension plan.
- | ~~10.15.~~ 15. “Archdiocese of Saint Paul and Minneapolis Priests’ Pension Plan” means the contributory multiple employer defined benefit pension plan for the benefit of priests incardinated in the Archdiocese.
- | ~~11.16.~~ 16. “Assets” of the Archdiocese or the Estate means, collectively, any and all property of the Archdiocese or the Estate, respectively, of every kind and character, wherever located, whether real or personal, tangible or intangible, and specifically including cash (including the residual balance of any reserves established under the Plan, but not the Trust) and Causes of Action.
- | ~~12.17.~~ 17. “Ballot” means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the disclosure statement provided to each holder of a claim entitled to vote to accept or reject the Plan.
- | ~~13.18.~~ 18. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Minnesota.
- | ~~14.19.~~ 19. “Beneficiary” means a Class 6 Claimant whose claim is not disallowed by the Bankruptcy Court and whose claims are payable under the Trust Distribution Agreement; or a Class 7 Claimant whose claim is payable under the Trust Distribution Agreement as and when such claimants assert their Class 7 Claims.
- | ~~15.20.~~ 20. “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.
- | ~~16.21.~~ 21. “Catholic Entities” means [the Archdiocesan Parishes and](#) those Persons listed on [Exhibit M](#).
- | ~~17.22.~~ 22. “Cause of Action” or “Causes of Action” means, except as provided otherwise in the Plan, the confirmation order or any document, instrument, release or other agreement entered into in connection with the Plan, all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, third-party claims, counterclaims and cross claims of the Archdiocese or its Estate, the Committees, or the Trust (as successor to the Archdiocese or its Estate), including an action that is or maybe pending on the Effective Date or instituted by the Reorganized Debtor after the Effective Date against any Person based on law or equity, including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown, including Designated Causes of Action and any action brought pursuant to Sections 522, 541-545, 547–~~51~~-551, and 553 of the Bankruptcy Code; provided, however, that any affirmative defense or cross-claim asserted with respect to a claim shall not be deemed a

Cause of Action to the extent that it seeks to disallow or reduce, or is offset against, such claim.

~~18.23.~~ “Channeled Claim” means any Tort Claim or any other Claim against any of the Protected Parties or the Settling Insurers/Insurer Entities that, directly or indirectly, arises out of, relates to, or is in connection with any Tort Claim, including Class 13 Claims and any Related Insurance Claim.

~~19.24.~~ “Channeling Injunction” means the injunction imposed pursuant to Section 13.3 of the Plan.

~~20.25.~~ “Church” means the Roman Catholic Church.

26. “Claim” means any past, present or future claim, demand, action, request, cause of action, suit, proceeding or liability of any kind or nature whatsoever, whether at law or equity, known or unknown, actual or alleged, asserted or not asserted, suspected or not suspected, anticipated or unanticipated, accrued or not accrued, fixed or contingent, which has been or may be asserted by or on behalf of any Person, whether seeking damages (including compensatory, punitive or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including cross-claims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights, causes of action or orders, and any other claim within the definition of “claim” in section 101(5) of the Bankruptcy Code.

~~21.27.~~ “Claim Filing Date” means August 3, 2015.

~~22.28.~~ “Committees” means the UCC and Parish Committee.

~~23.29.~~ “Counseling Fund” means the fund established under Section 5.2(n) of the Plan.

~~24.30.~~ “Counseling Fund Process” means the procedure for requesting counseling from the Counseling Fund outlined in Exhibit F.

~~25.31.~~ “Disputed” when used with respect to a claim against the Archdiocese or property of the Archdiocese, means a claim: (i) designated as disputed, contingent or unliquidated in the Debtor’s Schedules; (ii) which is the subject of an objection, appeal or motion to estimate that has been or will be timely filed by a party in interest and which objection, appeal or motion has not been determined by a Final 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. Process for handling “Disputed Claims” do not apply to Class 6 or Class 7 Claims. 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.

- ~~26.~~32. “Distribution Plan Claimants” are Tort Claimants who elect to have this Tort Claim treated by the Tort Claims Reviewer pursuant to the Trust Distribution Plan.
- ~~27.~~33. “District Court” means the United States District Court for the District of Minnesota.
- ~~28.~~34. “Effective Date” means the date upon which the conditions in Article XII of the Plan have been satisfied.
- ~~29.~~35. “Estate” means the estate created in this Chapter 11 case pursuant to Section 541 of the Bankruptcy Code.
- ~~30.~~36. “Exculpated Parties” means, collectively, (i) the Archdiocese, the Estate, and the Committees and (ii) the respective officers, directors, employees, members, attorneys, financial advisors, and professionals of a Person identified in the preceding clause (i).
- ~~31.~~37. “Extra-Contractual Claim” means any Claim against any of the Settling Insurer Entities ~~that directly or indirectly arises from, relates to, or is in connection with any Tort Claim~~ based, in whole or in part, on allegations that any of the Settling Insurer Entities acted in bad faith or in breach of any express or implied duty, obligation or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith; failure to act in good faith; violation of any express or implied duty of good faith and fair dealing; violation of any unfair claims practices act or similar statute, regulation, or code; any type of alleged misconduct; or any other act or omission of any of the Settling Insurer Entities of any type for which the claimant seeks relief other than coverage or benefits under a policy of insurance. Extra-Contractual Claims include: (i) any claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Settling Insurer Entities’ handling of any ~~Tort~~ Claim or any request for insurance coverage, ~~for~~including any request for coverage for any Claim, including any Tort Claim, Class 3 Claim, or Claims Nos. 502, 503, and 668; (ii) any claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Archdiocesan Settling Insurer Entity Policies ~~and, the Parish Settling Insurer Entity Policies,~~ or any contractual duties arising therefrom, including any contractual duty to defend any of the Protected Parties against any Claim, including any Tort Claims, Class 3 Claim, or Claim Nos. 502, 503, and 668; and (iii) the conduct of the ~~parties~~Settling Insurer Entities with respect to the negotiation of Insurance Settlement Agreements and the Plan.
- ~~32.~~38. “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.
- ~~33.~~39. “Final Decree” means the decree contemplated under Bankruptcy Rule 3022.
- ~~34.~~40. “Final Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal, ~~petition for certiorari, petition for~~ or seek review, ~~or move for reargument or~~ 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 ~~any right to appeal,~~ if such an appeal, writ of certiorari, review, reargument, or rehearing has been sought, (a) appeal, certiorari,

review, reargument, or rehearing has been denied or dismissed and the time to take any further appeal or petition for certiorari, review, ~~reargue, or rehear shall have been waived in writing, or, in the event that an appeal, writ of certiorari, petition for review, or reargument, or rehearing thereof has been sought, expired;~~ or (b) such order shall have ~~has~~ been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard or that granted certiorari ~~or review has been denied or from which reargument or rehearing was sought,~~ and the time to take any further appeal, or petition for certiorari, ~~petition for~~ review, ~~or move for~~ reargument, or rehearing ~~shall have~~ 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 “Final Order.” ~~For the avoidance of doubt, if the Plan is substantially consummated as defined in Section 1101(2) of the Bankruptcy Code (“Substantial Consummation”), and any appeal of the confirmation order becomes equitably moot due to Substantial Consummation, the confirmation order shall be considered a Final Order.~~

~~35. “Future Claimant Representative” means the UCC on behalf of the Future Tort Claimants or such other person or entity who may be designated by the UCC (with such Bankruptcy Court approval as may be required) as Future Claimant Representative.~~

41. “Future Claimant Representative” means Robert Kugler and Stinson Leonard Street LLP in accordance with the Court’s October 30, 2015 Order (ECF Doc. 458) and any successor or such other person appointed by the Court or otherwise.

~~36.~~42. “Future Tort Claim” means any Tort Claim that is neither filed, nor deemed filed, by the Claim Filing Date and is held by an individual who (i) was continuously between the Claim Filing Date and the Effective Date under a disability recognized by Minn. Stat. § 541.15, subds. 1, 2 and 3 (or other applicable law suspending the running of the limitation period, if any, other than Minn. Stat. § 541.15, subd. 4); (ii) has a Tort Claim that was barred by the statute of limitations as of the Claims Bar Date but is no longer barred by the applicable statute of limitations for any reason, including the enactment of legislation that revises previously time-barred Tort Claims; or (iii) claims he or she was incapable of knowing of the existence of his or her Tort Claim as of the Claims Bar Date for any reason, including alleged memory repression or suppression.

~~37.~~43. “Future Tort Claimant” means the holder of a Future Tort Claim, the estate of a deceased individual who held a Future Tort Claim, or the personal executor or personal representative of the estate of a deceased individual who held a Future Tort Claim, as the case may be.

~~38.~~44. “Future Tort Claims Reserve Fund” means the reserve established for the benefit of Future Tort Claimants pursuant to Section 4.8 of the Plan.

~~39.~~45. “GIF” or “General Insurance Fund” means the General Insurance Fund Program maintained by the Archdiocese for hazard and liability claims and workers’ compensation claims, as described in the motion filed by the Archdiocese with the bankruptcy court on January 16, 2015 as (Docket No. 11).

- ~~40. “Insurance Company” or “Insurer” means (a) any Person or entity that during any period of time issued or allegedly issued an Insurance Policy to the Archdiocese or a Catholic Entity or any of their predecessors, successors or assigns; or (b) any Person or Entity owing or allegedly owing a duty to defend and/or indemnify the Archdiocese or a Catholic Entity or any of their predecessors, successors or assigns under any Insurance Policy.~~
- 41.46. “Insurance Coverage Adversary Proceeding” means the Adversary Proceeding against the Continental Insurance Company and others, commenced by the Archdiocese in Minnesota federal district court and transferred to the Bankruptcy Court as Adv. Proceeding No. 15-03013.
- 42.47. “Insurance Litigation” means any actual or potential litigation as to any recoveries from any Non-Settling Insurer or any insurance policy issued by a Non-Settling Insurer and/or rights thereunder.
- ~~43. “Insurance Policy(ies)” means any contract, binder, certificate, or policy of insurance in effect on or before the Effective Date issued to, allegedly issued to, or for the benefit of the Archdiocese or any Catholic Entity, or any of their predecessors in interest, successors or assigns, under which coverage exists or may exist for a Tort Claim. The Insurance Policies are listed at Exhibit L.~~
- 44.48. “Insurance Settlement” means, individually, a settlement between the Archdiocese or the Archdiocese Parties and a Settling Insurer or a Catholic Entity and a Settling Insurer, and, collectively, the settlements between the Archdiocese and the Settling Insurers or the Catholic Entities and the Settling Insurers.
- 45.49. “Insurance Settlement Agreements” means the settlement agreements between the Archdiocese or the Archdiocese Parties and the Archdiocesan Settling Insurers, as approved by Final Order of the Bankruptcy Court, and/or the settlement agreements between the Catholic Entities and the Parish Settling Insurers, ~~as approved by Final Order of the Bankruptcy Court.~~
- 46.50. “Inter-Parish Loan Fund” or “IPLF” means the deposit and loan program established by the Archdiocese to fund loans to participating parishes.
- 47.51. “Inter-Parish Loan Fund Claims” means any claim arising against the Archdiocese relating to the deposit by any parish of funds in the Inter-Parish Loan Fund.
- 48.52. “Interest” means all liens, claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, including any rights of contribution, indemnity, defense, subrogation, or similar relief.
- 49.53. “Lease” means the lease agreement entered into between the Archdiocese and IAF Beacon I, LLC dated as of February 29, 2016, under which the Archdiocese will lease certain office space located at 777 Forest Street, Saint Paul, Minnesota, including all exhibits thereto.

- ~~50.54.~~ “Lien” means any mortgage, lien, pledge, security interest or other charge or encumbrance or security device of any kind in, upon, or affecting any Asset of the Debtor as contemplated by Section 101(37) of the Bankruptcy Code.
- ~~51.55.~~ “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.
- ~~52.56.~~ “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 MSP.
- ~~53.57.~~ “MSP” 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.
- ~~54.~~ ~~“Non-Settling Insurers” means those insurers listed as “Non-Settling Insurers” on Exhibit L, to the extent of liabilities (or alleged liabilities) not compromised in a settlement agreement between such Insurer or Protected Party~~
58. “Non-Settling Insurers” means those insurers listed on Exhibit L(3), to the extent of their actual or alleged rights, duties, obligations, and liabilities arising out of or related to the specific insurance policies listed on Exhibit L(3). For the avoidance of doubt, and notwithstanding anything else in the Plan, including any Exhibits, St. Katherine Insurance Company PLC (now known as St. Paul International Insurance Company), each of its present parents, subsidiaries, affiliates, and divisions, and each of the foregoing Persons’ respective past and present parents, subsidiaries, and affiliates are Settling Insurer Entities and not Non-Settling Insurers.
59. “Non-Settling Insurer Policies” means those insurance policies listed on Exhibit L(3).
- ~~55.60.~~ “Other Insured Entities” means those entities listed on Exhibit N, but only with respect to Tort Claims based on alleged Abuse that occurred during the time periods specified in Exhibit N, and only as to any Tort Claim covered or alleged to be covered under an Archdiocesan Settling Insurer Entity Policy.
- ~~56.61.~~ “Parish Committee” means the Official Parish Committee established by the United States Trustee on or about May 14, 2015 (Docket No. 220).
62. “Parish Insurance Policy(ies)” means any and all known and unknown contracts, binders, certificates, or policies of insurance in effect on or before the Effective Date that was issued to, allegedly issued to, or for the benefit of, or that otherwise actually, allegedly, or might insure, an Archdiocese Parish or any of its predecessors in interest, successors or assigns and that actually, allegedly, or might afford coverage with respect to a Tort Claim. For the avoidance of doubt, “Parish Insurance Policies” does not include any Archdiocesan Insurance Policy or any insurance policy issued to any Catholic Entity which is not an Archdiocesan Parish.

63. “Parish Settling Insurers” means the persons listed on Exhibit L(2).
64. “Parish Settling Insurer Entities” means the Parish Settling Insurers and each of their past, present and future parents, subsidiaries, affiliates, and divisions; each of the foregoing Persons’ respective past, present, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies; each of the foregoing Persons’ respective past, present and future directors, officers, shareholders, employees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators; and each of the foregoing Persons’ respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them; except to the extent of such Person’s actual or alleged rights, duties, obligations, or liabilities that arise out of or relate to their status as, or conduct, acts or omissions on behalf of, a Non-Settling Insurer. For the avoidance of doubt, and notwithstanding anything else in the Plan, including any Exhibits, St. Paul International Insurance Company (formerly known as St. Katherine Insurance Company PLC), each of its present parents, subsidiaries, affiliates, and divisions, and each of the foregoing Persons’ respective past and present parents, subsidiaries, and affiliates are Parish Settling Insurer Entities.
65. “Parish Settling Insurer Entity Policies” means any and all Parish Insurance Policies issued by a Parish Settling Insurer Entity and not listed on Exhibit L(3).
- ~~57.~~66. “Penalty Claims” means a claim against the Archdiocese, whether secured or unsecured, for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such claim.
- ~~58.~~67. “Pending Tort Claim” means any Tort Claim, other than a Future Tort Claim, including any Sexual Abuse Proof of Claim filed in this Chapter 11 case (form at Docket No. 188).
- ~~59.~~68. “Pending Tort Claimant” means the holder of a Pending Tort Claim, the estate of a deceased individual who held a Pending Tort Claim, or the personal executor or personal representative of the estate of a deceased individual who held a Pending Tort Claim, as the case may be.
- ~~60.~~69. “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, ~~any government or any~~ or other Entity, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof, ~~or other Entity.~~
- ~~61.~~70. “Petition Date” means January 16, 2015, the date on which the Archdiocese commenced the Chapter 11 case.

- ~~62-71.~~ 62-71. “Plan” means this Chapter 11 plan of reorganization, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.
- ~~63-72.~~ 63-72. “Plan Implementation Account” means the account to be established by the Archdiocese on or after the Confirmation Date at a financial institution acceptable to the Committees, the Settling Insurers and the Protected Parties into which all funds necessary to fund the Plan will be deposited, including all amounts to be paid by the Settling Insurers and the Protected Parties pursuant to the respective settlement agreements. The Reorganized Debtor will fund the Trust from the proceeds of the Plan Implementation Account into such account or accounts established by the Trustee pursuant to the Trust Agreement and pursuant to written instructions from the Trustee.
- ~~64-73.~~ 64-73. “Priority Tax Claim” means a claim of a governmental unit of the kind specified in Section 507(a)(8) of the Bankruptcy Code.
- ~~65-74.~~ 65-74. “Pro Rata” means, with respect to any Distribution on account of any allowed claim in any class, the ratio of (i) the amount of such allowed claim to (ii) the sum of (a) all allowed claims in such class and (b) the aggregate maximum allowable amount of all Disputed Claims in such class.
- ~~66-75.~~ 66-75. “Professional” means any professional employed or to be compensated pursuant to §§ 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.
- ~~67-76.~~ 67-76. “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~~ Chapter 11 Case.
- ~~68-77.~~ 68-77. “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.
- ~~69-78.~~ 69-78. “Protected Party” means any of the Archdiocese Parties, the Reorganized Debtor, and the Catholic Entities; and, solely to the extent of and in their capacity as such, their respective predecessors and successors, and all of the foregoing Person’s, past, present, and future members, shareholders, trustees, officers, directors, officials, employees, agents, representatives, servants, contractors, consultants, ~~professionals~~, volunteers, attorneys, professionals, insiders, subsidiaries, merged or acquired companies or operations, and their successors and assigns; but an individual ~~Person who actually engaged in the sexual contact or sexually related conduct that forms the basis of a Tort Claim is not a Protected Party~~ who perpetrated an act of Abuse that forms the basis of a Tort Claim is not a Protected Party. Protected Party also includes the Other Insured Entities, and, solely to the extent of and in their capacity as such, their respective predecessors and successors, and all of the foregoing Person’s, past, present, and future members, shareholders, trustees, officers, directors, officials, employees, agents, representatives, servants, contractors, consultants, volunteers, attorneys, professionals, insiders, subsidiaries,

merged or acquired companies or operations, and their successors and assigns, but only for Tort Claims alleging Abuse during the time periods specified in Exhibit N, and only as to any Tort Claim covered or alleged to be covered under an Archdiocesan Settling Insurer Entity Policy.

~~70.~~79. “Region” means the region served by the Archdiocese, which consists of 12 greater Twin Cities metro-area counties in Minnesota, including Ramsey, Hennepin, Anoka, Carver, Chisago, Dakota, Goodhue, Le Sueur, Rice, Scott, Washington, and Wright counties.

~~71.~~80. “Related Insurance Claim” means (i) any Claim by any Person ~~for i) defense, indemnity, contribution, subrogation, or similar relief that~~against any of the Settling Insurer Entities or Protected Parties that, directly or indirectly, arises from, relates to, or is in connection with ~~any~~a Tort Claim, including any ~~insurance claim and~~such Claim for defense, indemnity, contribution, subrogation, or similar relief or any direct action or claim under Minn. Stat. § 60A.08, subd. 8; and (ii) any Extra-Contractual Claim. ~~— that, directly or indirectly, arises out of, relates to, or is in connection with any Tort Claim, including any such Claim that, directly or indirectly, arises out of, relates to or is in connection with any of the Settling Insurer Entities’ handling of any Tort Claim.~~

~~72.~~81. “Reorganization Assets” means, collectively, all Assets of the Debtor and the Estate. For the avoidance of doubt, the Reorganization Assets do not include the Trust Assets.

~~73.~~82. “Reorganized Debtor” means Archdiocese of Saint Paul and Minneapolis, on and after the Effective Date.

~~74.~~83. “Secured Claim” means a claim that is secured by a Lien on, or security interest in, property of the Debtor, or that has the benefit of rights of setoff under § 553 of the Bankruptcy Code, but only to the extent of the value of the creditor’s interest in the Debtor’s interest in such property, or to the extent of the amount subject to setoff, which value shall be determined by the Bankruptcy Court pursuant to Sections 506(a), 553, or 1129(b)(2)(A)(i)(II) of the Bankruptcy Code, as applicable.

~~75.~~84. “Settling Insurer” means the ~~Persons listed as “Archdiocesan Settling Insurers” on Exhibit L, to, the extent of liabilities (or alleged liabilities) compromised in each respective settlement agreement between such~~Parish Settling Insurer and a Protected Party Insurers, and Roger A. Sevigny, Insurance Commissioner of the State of New Hampshire, solely in his capacity as Liquidator, and any Non-Settling Insurer who enters into a final and binding Insurance Settlement Agreement with the Trust after the Effective Date, ~~all in their capacity as such;~~except to the extent, if any, such Person’s actual or alleged rights, duties, obligations, or liabilities arise out of or relate to their status as, or conduct, acts or omissions on behalf of, a Non-Settling Insurer. For the avoidance of doubt, and notwithstanding anything else in the Plan, including any Exhibits, St. Katherine Insurance Company PLC (now known as St. Paul International Insurance Company), each of its present parents, subsidiaries, affiliates, and divisions, and each of the foregoing Persons’ respective past and present parents, subsidiaries, and affiliates are Settling Insurers.

~~76. “Settling Insurer Entities” means Settling Insurers and, in the capacity as such, their respective predecessors and successors, and their respective past, present and future members, shareholders, trustees, officers, directors, officials, employees, agents, representatives, servants, contractors, consultants, volunteers, attorneys, and professionals.~~

85. “Settling Insurer Entities” means the Archdiocesan Settling

~~77. “Settling Insurer Policies” means and all Insurance Policies issued by a Settling Insurer.~~

86. Insurer Entities and the Parish Settling Insurer Entities.

~~78.~~87. “Settling Insurer Supplemental Injunction” means the injunction imposed pursuant to Section 13.5 of the Plan.

~~79.~~88. “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 14 days prior to the confirmation hearing.

~~80.~~89. ~~“Tort Claim” means any claim arising from Abuse where the Abuse took place or is alleged to have taken place in whole or in part prior to the Effective Date.~~ “Tort Claim” means any Claim against any of the Protected Parties that arises out of, relates to, results from, or is in connection with, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Effective Date, including any such Claim that seeks monetary damages or any other relief, under any theory of liability, including vicarious liability; respondeat superior; any fraud-based theory, including fraud in the inducement; any negligence-based or employment-based theory, including negligent hiring, supervision, retention or misrepresentation; any other theory based on misrepresentation, concealment, or unfair practice; contribution; indemnity; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any of the Protected Parties or any other Person for whom any of the Protected Parties are allegedly responsible, including any such Claim asserted against any of the Protected Parties in connection with the Reorganization Case. “Tort Claim” includes any Future Tort Claim.

~~81.~~90. “Tort Claimant” means the holder of a Tort Claim. A “Pending Tort Claimant” or a “Class 6 Claimant” is a holder of a Pending Tort Claim, and a “Future Tort Claimant” or a “Class 7 Claimant” is a holder of a Future Tort Claim.

~~82.~~91. “Tort Claims Reviewer” means the person or entity, including the designee of such person or entity, who will assess Class 6 and Class 7 Claims under the Trust Distribution Plan. The initial Tort Claims Reviewer shall be identified in a plan supplement to be filed by the Archdiocese 14 days prior to the hearing on confirmation of the Plan.

~~83.~~92. “Trust” means the trust created for the benefit of holders of Class 6 and 7 Claims in accordance with the Plan and confirmation order and the Trust Agreement.

- | ~~84.93.~~ 84.93. “Trust Agreement” or “Trust Documents” shall mean the trust agreement establishing the Trust, as may be amended, together with such additional documents as may be executed in connection with the Trust Agreement.
- | ~~85.94.~~ 85.94. “Trust Assets” means the cash and other assets to be transferred to the Trust under Article V of the Plan.
- | ~~86.95.~~ 86.95. “Trust Beneficiary” means a beneficiary under the Trust Agreement, as defined in the Trust Agreement.
- | ~~87.96.~~ 87.96. “Trust Distribution Plan” or “TDP” means the Trust Distribution Plan established under the Trust Agreement.
- | ~~88.97.~~ 88.97. “Trustee” means, the Person appointed as Trustee of the Trust in accordance with the terms of the Plan, the confirmation order, and the Trust Agreement, or any successor appointed in accordance with the terms of the Plan, confirmation order, and the Trust Agreement.
- | ~~89.98.~~ 89.98. “UCC” means the Official Committee of Unsecured Creditors appointed in this Chapter 11 case, as such committee maybe constituted from time to time.
- | ~~90.99.~~ 90.99. “U.S. Trustee” means the Office of the United States Trustee for the District of Minnesota.
- | ~~91.100.~~ 91.100. “Unimpaired” means, with respect to a class of claims, that such class is not Impaired.
- | ~~92.101.~~ 92.101. “Unrestricted Asset” means an Asset of the Estate that is not subject to any legally enforceable restriction requiring use or disposition of such Asset for a particular purpose and precluding use of such Asset for the Debtor’s general corporate purposes.
- | ~~93.102.~~ 93.102. “Unsecured Claims” means claims which are not secured by any property of the Debtor’s Estate and which are not part of any other class defined in this Plan.

**EXHIBIT B
TO
CHAPTER 11 PLAN OF REORGANIZATION PROPOSED
BY THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS**

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

The Archdiocese of Saint Paul and Minneapolis,

Debtor.

Bankruptcy Case No. 15-30125

Chapter 11 Case

FUTURE CLAIMANT PROOF OF CLAIM

Carefully read the instructions included with this FUTURE CLAIMANT PROOF OF CLAIM and complete ALL applicable questions. Please print clearly and use blue or black ink. Send the **original** to the U.S. Bankruptcy Court Clerk at the following address: Office of the Clerk of Court, Attention B. Montez, U.S. Bankruptcy Court District of Minnesota, 200 Warren E. Burger Federal Building and United States Courthouse, 316 North Robert Street, Saint Paul, MN 55101.

THIS PROOF OF CLAIM IS ONLY FOR CLAIMANTS OF SEXUAL ABUSE WHO NEITHER TIMELY FILED NOR WERE DEEMED TO HAVE TIMELY FILED A CLAIM BY THE CLAIM FILING DATE AND ARE EXCUSED FROM TIMELY FILING DUE TO A DISABILITY RECOGNIZED BY MINN. STAT. §541.15 OR OTHER APPLICABLE LAW SUSPENDING THE RUNNING OF THE LIMITATION PERIOD, IF ANY.

YOU MAY WISH TO CONSULT AN ATTORNEY REGARDING THIS MATTER.

A sexual abuse claim includes any claim arising from sexual abuse as that term is defined in Minnesota Statutes § 541.073(1), as well as from molestation, rape, undue familiarity, sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which such persons believe that the Archdiocese may be liable.

TO BE VALID, THIS PROOF OF CLAIM MUST BE SIGNED BY YOU OR YOUR ATTORNEY. IF THE SEXUAL ABUSE CLAIMANT IS DECEASED OR INCAPACITATED, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT'S REPRESENTATIVE OR THE ATTORNEY FOR THE ESTATE. IF THE SEXUAL ABUSE CLAIMANT IS A MINOR, THE FORM MAY BE SIGNED BY THE SEXUAL ABUSE CLAIMANT'S PARENT OR LEGAL GUARDIAN, OR THE SEXUAL

ABUSE CLAIMANT’S ATTORNEY. IF THE SEXUAL ABUSE CLAIMANT DIES AFTER THE SUBMISSION OF THIS FORM, BUT BEFORE THE CLAIM IS RESOLVED, NOTIFICATION OF THE DEATH MUST BE PROVIDED TO THE COURT AT THE ADDRESS ABOVE.

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

UNLESS YOU INDICATE OTHERWISE IN PART 1 BELOW, YOUR IDENTITY WILL BE KEPT STRICTLY CONFIDENTIAL, UNDER SEAL, AND OUTSIDE THE PUBLIC RECORD. HOWEVER, INFORMATION IN THIS CLAIM WILL BE PROVIDED PURSUANT TO COURT-APPROVED CONFIDENTIAL GUIDELINES TO COUNSEL FOR THE COMMITTEE OF UNSECURED CREDITORS, AND OTHER COURT-APPROVED THIRD PARTIES IN ORDER TO EVALUATE THE CLAIM.

YOUR PROOF OF CLAIM MAY BE DISPUTED OR HONORED IN WHOLE OR IN PART. THE DEBTOR RESERVES THE RIGHT TO OBJECT OR TO ASSERT OFFSETS OR DEFENSES AGAINST ANY FILED PROOF OF CLAIM FORM

PART 1: CONFIDENTIALITY

THIS SEXUAL ABUSE PROOF OF CLAIM (ALONG WITH ANY ACCOMPANYING EXHIBITS AND ATTACHMENTS) WILL BE MAINTAINED AS CONFIDENTIAL UNLESS YOU EXPRESSLY REQUEST THAT IT BE PUBLICLY AVAILABLE BY CHECKING THE BOX AND SIGNING BELOW.

- I want my Proof of Claim (along with any accompanying exhibits and attachments) to be kept **confidential**.
- I want my Proof of Claim (along with any accompanying exhibits and attachments) to be made **public**.

Please verify this election by signing directly below.

Signature: _____

Print Name: _____

PART 2: IDENTIFYING INFORMATION

A. Sexual Abuse Claimant

First Name	Middle Initial	Last Name	Jr/Sr/III
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Mailing Address (If Party is incapacitated, is a minor or is deceased, please provide the address of the individual submitting the claim. If you are in jail or prison, your current address.)

City	State/Prov.	Zip Code (Postal Code)	Country (if other than USA)
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Telephone No(s):
Home: _____ Work: _____ Cell: _____

Email address: _____

If you are in jail or prison, your identification number: _____

May we leave voicemails for you regarding your claim: Yes No

May we send confidential information to your email: Yes No

Birth Date: _____ Male Female
Month Day Year

Last Four Digits of Social Security Number: XXX-XX-_____

Any other name(s) or alias(es) by which the Sexual Abuse Claimant has been known: _____

B. Sexual Abuse Claimant's Attorney (if any. Do not list counsel for the Debtors or the Official Creditors Committee):

Law Firm Name

Attorney's First Name	Middle Initial	Last Name
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Street Address

City	State/Prov.	Zip Code (Postal Code)	Country (if other than USA)
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Telephone No.	Fax No.	E-mail address
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PART 3: BACKGROUND INFORMATION

1. Are you currently married?

Yes No (If "Yes," please identify the name of your spouse and marriage date.)

2. Have you previously been married?

Yes No (If "Yes," please identify your former spouse and, as applicable, the date(s) of any dissolution, divorce, separation or widowhood.)

3. Do you have children?

Yes No (If "Yes," please identify their names and birthdates. If any children have died, please provide their date of death.)

4. What schools have you attended? For each school, please identify the months and years of your attendance. If you cannot recall the exact months when you began or ended each school year, please identify the season (fall, winter, spring, summer).

5. Have you received a diploma or degree from any of the schools listed above?

Yes No (If "Yes," please identify each diploma or degree that you received and the year you received it.)

6. Have you served in the armed forces?

Yes No (If "Yes," please identify the branch of service, the dates you served and, if you have been discharged, the type of discharge you received.)

7. Are you currently employed?

Yes No (If “Yes,” please identify the name of the organization where you are employed, the date that your employment began and your job title.)

8. What is your employment history? Please provide the following information about each place you have previously been employed: (i) the name of the organization where you were employed; (ii) the dates of employment; (iii) your job title(s); and (iv) your reason for leaving the place of employment.

9. Have you been self-employed?

Yes No (If “Yes,” please provide your job responsibilities and any business name you used. Please also provide the dates of this business.)

10. Are you retired?

Yes No (If “Yes,” when did you retire?)

11. Part 4 below will ask you about the nature of your complaint against the Archdiocese of Saint Paul and Minneapolis. Other than the incident(s) of sexual abuse described in Part 4, have you ever been sexually abused by anyone else? If “Yes,” please describe this abuse, including the date of the abuse and the identity of the abuser.

12. Indicate the reason(s) that you did not submit a Proof of Claim by the Claim Filing Date (check all that apply):

I was under 18 as of August 3, 2015;

Date I turned 18: _____

I was suffering from a disability as described in Section 541.15(a)(2) of the Minnesota Statutes (provide proof including medical or legal documentation);

I am an alien and the subject or citizen of a country at war with the United States (identify country: _____)

Another applicable law suspended the running of the limitations period (identify law: _____)

PART 4: NATURE OF ABUSE

(Attach additional separate sheets if necessary)

NOTE: IF YOU HAVE PREVIOUSLY FILED A LAWSUIT AGAINST THE DEBTOR IN STATE OR FEDERAL COURT, YOU MAY ATTACH THE COMPLAINT. IF YOU DID NOT FILE A LAWSUIT, OR IF THE COMPLAINT DOES NOT CONTAIN ALL OF THE INFORMATION REQUESTED BELOW, YOU MUST PROVIDE THE INFORMATION BELOW.

1. Who committed each act of sexual abuse?

2. What is the position, title or relationship to you of the abuser or individual who committed these acts?

3. Where did the sexual abuse take place? Please be specific and complete all relevant information that you know, including the City and State, name of the parish, school (if applicable) and/or the names of any other location.

4. When did the sexual abuse take place?

a. Please be as specific as possible. If you can, please indicate the day, month and year. If you cannot recall the month, please try to recall the season of year (fall, winter, spring summer).

b. If you were sexually abused on more than one occasion, please state when the abuse started, when it stopped, and how many times it occurred.

c. Please also state your age(s) and your grade(s) in school (if applicable) at the time the abuse took place.

5. Please describe in as much detail as possible the nature of the sexual abuse. What happened?

6. Did you tell anyone about the sexual abuse (this would include parents, relatives, friends, the Archdiocese of Saint Paul and Minneapolis, attorneys, counselors, and law enforcement authorities)? _____

a. If "Yes," who did you tell? Please list the name(s) and any contact information you have.

b. What did you say?

c. When did you tell this person or persons about the abuse?

d. If you know, what did the person or persons do in response?

7. Were there any witnesses? If so, please list their name(s) and any contact information you have, including addresses.

8. Do you personally know or have reason to believe that the Archdiocese of Saint Paul and Minneapolis knew that your abuser was abusing you or others before or during the period when such abuse occurred? If "Yes", please provide all information that supports your conclusion, including the information requested in items 8(a) through 8(e) below.

a. Who at the Archdiocese knew that your abuser was abusing you or others?

b. How did such person or persons at the Archdiocese learn this information? For example, did you report the abuse to someone from the Archdiocese? Did someone else tell you they reported it to someone from the Archdiocese? Did someone from the Archdiocese witness the abuse?

c. When did such person or persons at the Archdiocese learn this information?

d. What exactly was the person or persons from the Archdiocese told or what exactly did they observe?

e. How did you come to have the information you provided in response to the questions above?

PART 5: IMPACT OF ABUSE

(Attach additional separate sheets if necessary)

1. What injuries have occurred to you because of the act or acts of sexual abuse that resulted in the claim (for example, the effect on your education, employment, personal relationships, health, and any physical injuries)? _____

2. Have you sought counseling or other treatment for your injuries? If so, with whom and when? _____

PART 6: ADDITIONAL INFORMATION

1. Prior Non-Bankruptcy Claims: Have you previously filed any lawsuit seeking damages for the sexual abuse described in this claim? Yes No (If “Yes” please answer the questions below.)

a. Where and when did you file the lawsuit?

b. Who were the parties to the lawsuit and what was the case number?

c. What was the result of that lawsuit?

2. Prior Bankruptcy Claims: Have you filed any claims in any other bankruptcy case relating to the sexual abuse described in this claim?

Yes No (If “Yes,” you are required to attach a copy of any completed claim form.)

3. Any Settlements: Regardless of whether a complaint was ever filed against any party because of the sexual abuse, have you settled any claim or demand relating to the sexual abuse described in this claim?

Yes No (If “Yes,” please describe, including parties to the settlement. You are required to attach a copy of any settlement agreement.) _____

4. Bankruptcy: Have you ever filed bankruptcy? Yes No (If "Yes," please provide the following information:

Name of Case: _____ Court: _____

Date Filed: _____ Case No.: _____

Chapter: 7 11 12 13 Name of Trustee: _____

Date: _____

Sign and print your name. If you are signing the claim on behalf of another person or an estate, print your title.

Under penalty of perjury, I declare the foregoing statements to be true and correct.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT C

GUARANTY OBLIGATIONS

NAME AND ADDRESS OF CREDITOR	CO-DEBTOR(S)
Premier Bank 2866 White Bear Ave Maplewood MN 55109	The Cathedral of St. Paul 239 Selby Ave St. Paul MN 55102 Blessed Sacrament Catholic Church 2119 Stillwater Ave St. Paul MN 55119
North American Banking Company 2230 Albert Street Roseville MN 55113	Totino Grace High School 1350 Gardena Ave NE Fridley MN 55432
Wells Fargo Bank, N.A. 7900 Xerxes Avenue South Bloomington MN 55413	Catholic Eldercare on Main 817 Main Street NE Minneapolis MN 55413
Catholic United Financial 3499 Lexington Ave N St Paul MN 55126	Church of St. Andrew, Elysian PO Box 261 Elysian MN 56028-0261 Immaculate Heart of Mary, Minnetonka 13505 Excelsior Blvd. Minnetonka MN 55345-4999 Sacred Heart Church 4087 W Broadway Ave Minneapolis MN 55422 St. Gregory the Great Church PO Box 609 North Branch MN 55056-0609 St. John the Baptist Ch, Excelsior (7/15/93) 680 Mill Street Excelsior MN 55331-3243 St. John Vianney Church 789 17th Ave N South St. Paul MN 55075-1497

	<p>St. Joseph the Worker, Maple Grove 7180 Hemlock Lane Maple Grove MN 55369-5597</p> <p>St. Jude of the Lake, Mahtomedi 700 Mahtomedi Ave Mahtomedi MN 55115-1698</p>
<p>U.S. Bank National Association EP-MN-WS3C 60 Livingston Avenue St Paul MN 55107</p>	<p>Holy Family High School 8101 Kochia Lane Victoria MN 55386</p>
<p>Catholic Order of Foresters 355 West Shuman Boulevard Naperville IL 60566</p>	<p>Our Lady of the Lake Church 2385 Commerce Blvd. Mound MN 55364-1496</p> <p>St. Gerard Majella Church 9600 Regent Ave N Brooklyn Park MN 55443</p>
<p>Knights of Columbus 261 8th St E St Paul MN 55101</p>	<p>St. Alphonsus Church, Brooklyn Center 7025 Halifax Ave N Brooklyn Center MN 55429-1394</p> <p>St. Michael Church, Prior Lake 16311 Duluth Ave SE Prior Lake MN 55372</p>
<p>US Bank Mail Station BC-MN-H030 800 Nicollet Mall Minneapolis MN 55402</p>	<p>St. Ambrose of Woodbury 4125 Woodbury Drive Woodbury MN 55129</p>
<p>Catholic Finance Corp 5826 Blackshire Path Inver Grove Heights MN 55076</p>	<p>St. Peter Church, Mendota PO Box 50679 Mendota MN 55150-0679</p> <p>Risen Christ School 1120 East 37th St Minneapolis MN 55407</p>

EXHIBIT D

TRUST AGREEMENT AND TRUST DISTRIBUTION PLAN

**THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS
TRUST AGREEMENT**

This TRUST AGREEMENT is made and entered into as of the Effective Date of the Plan in *In re The Archdiocese of Saint Paul and Minneapolis* (“Archdiocese”) (Bankr. D. Minn.), Case No. 15-30125, by and between the Archdiocese of Saint Paul and Minneapolis, and _____ (“Trustee”). This Trust Agreement is entered into pursuant to the Plan. Unless otherwise stated herein, capitalized terms used in this Trust Agreement shall have the meanings assigned to them in Exhibit A to the Plan. Terms defined in the Bankruptcy Code, and not otherwise specifically defined in the Plan or herein, when used herein, have the meanings attributed to them in the Bankruptcy Code.

RECITALS

A. On the Petition Date, the Archdiocese filed a voluntary petition under chapter 11 of the Bankruptcy Code. The Archdiocese continued in possession of its property and has continued to operate and manage its business as debtor in possession pursuant to Sections 1107(a) and 1108 of Title 11 of the United States Code (the “Bankruptcy Code”).

B. On _____, 2016, the Bankruptcy Court entered an order confirming the Plan (the “Confirmation Order”).

C. The Plan provides for the creation of The Archdiocese of Saint Paul and Minneapolis Settlement Trust and the transfer and assignment to the Trust of the Trust Assets.

D. Pursuant to the Plan, the Trust is to use the Trust Assets to pay the Class 6 and Class 7 Claims.

E. The Trust is established for the benefit of the Beneficiaries and is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d).

F. Pursuant to the Plan and the Confirmation Order, the Trustee was duly appointed as a representative of the Estate pursuant to Sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code.

G. The Trust is intended to qualify as a “grantor trust” for federal income tax purposes and the Trustee shall administer and maintain the Trust in compliance with the guidelines for liquidating trusts as set forth in Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation Section 1.671-4(a) and all subsequent guidelines regarding liquidating trusts issued by the Internal Revenue Service (the “IRS”).

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

ARTICLE I

AGREEMENT OF TRUST

1.1 Creation and Name. The Debtor hereby creates a trust known as the “Archdiocese of Saint Paul and Minneapolis Settlement Trust,” which is the Trust provided for in the Plan.

1.2 Purpose. The purpose of the Trust is to assume the liabilities of the Archdiocese and other Protected Parties arising from or relating to Class 6 and Class 7 Claims and to use the Trust’s assets and income to pay holders of allowed Class 6 and Class 7 Claims in accordance with the Trust Agreement and in such a way that all holders of similar Class 6 and Class 7 Claims are treated in a substantially equivalent manner.

1.3 Transfer of Assets. Pursuant to the Plan and the Confirmation Order, the Archdiocese irrevocably transfers, absolutely grants, assigns, conveys, sets over, and delivers to the Trustee, and at such times as is set forth in the Plan, all of its right, title and interest in and to the Trust Assets to be held in trust and for the uses and purposes stated herein and in the Plan. The Trustee hereby agrees to accept and hold the Trust Assets in trust for the Beneficiaries subject to the terms of the Plan and this Trust Agreement and, on behalf of the Trust. The Trustee is hereby authorized to file with the governmental authorities any documents necessary or helpful to establish the Trust.

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

1.5 Beneficiaries. The beneficiaries of the Trust (“Beneficiaries”) are:

1.5.1 Class 6 Claimants whose claims are not disallowed by the Bankruptcy Court and:

1.5.1.1 Who elect treatment as Distribution Plan Claimants and whose claims are payable under the Trust Distribution Agreement; or

1.5.1.2 Who elect treatment as Litigation Claimants, and obtain a judgment against a Protected Party or settlement with an Insurer relating to the Litigation Claim; and

1.5.2 Class 7 Claimants, as and when such claimants assert their Class 7 Claims, and:

1.5.2.1 Who elect treatment as Distribution Plan Claimants, and whose claims are payable under the Trust Distribution Agreement; or

1.5.2.2 Who elect treatment as Litigation Claimants and obtain a judgment against a Protected Party or settlement with an Insurer relating to the Litigation Claim.

1.6 Acceptance of Assets and Assumption of Liabilities.

1.6.1 In furtherance of the purposes of the Trust, the Trustee hereby accepts the trusteeship of the Trust created by this Trust Agreement and the grant, assignment, transfer, conveyance and delivery of assets to the Trust, subject to the terms and conditions set forth in the Plan, the Confirmation Order and this Trust Agreement.

1.6.2 In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly assumes all liability of the Protected Parties for all Class 6 and Class 7 Claims. The Class 6 and Class 7 Claims will be evaluated by the Tort Claim Reviewer in accordance with the Trust Distribution Plan (“TDP”), attached as Exhibit 1 hereto and incorporated herein. Except as otherwise provided in the Plan, this Trust Agreement, or TDP, the Trust shall have all defenses, cross-claims, offsets and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Class 6 and Class 7 Claims that the Archdiocese or any of the Protected Parties have or would have had under applicable law.

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

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

1.6.5 Source of Payments. All Trust expenses and all liabilities of the Trust with respect to Class 6 and Class 7 Claims shall be payable solely by the Trust out of the Trust Assets, including any recoveries from Non-Settling Insurers. The Protected Parties and Settling Insurers shall not be liable for the payment of any Trust expense or any other liability of the Trust.

ARTICLE II

CORPUS OF THE TRUST

2.1 The Trust Assets shall include all property transferred to the Trust pursuant to the Plan and future orders of the Bankruptcy Court, including:

2.1.1 All rights of every kind, nature and description transferred to the Trust pursuant to Section 5.1 of the Plan, future orders of the Bankruptcy Court, or otherwise belonging to the Trust, including:

2.1.2 The sum of \$13,080,000 from cash accounts held by the Archdiocese, plus additional assets as further described in Section 5.1(b)(3)(i) and (ii) of the Plan;

2.1.3 The contributions from the Settling Insurers as further described in Section 5.1(b)(3)(iii) of the Plan;

2.1.4 The GIF Tort Claim Contribution Amount as further described in Sections 4.3(b) and 5.1(b)(3)(iv) of the Plan;

2.1.5 The Catholic Entities contribution as further described in Section 5.1(b)(3)(v) of the Plan;

2.1.6 All Transferred Insurance Interests, and

2.1.7 All income and sale proceeds derived from any of the above assets of the Trust.

2.2 From and after the Effective Date of the Plan, pursuant to, and at such times set forth in the Plan, title to and all rights and interests in the Trust Assets shall be transferred to the Trust free and clear of all Liens, Claims, encumbrances or interests of any kind in such property of any other Person (including all Liens, claims, encumbrances or interests of creditors or holders of Claims against or Interests in the Archdiocese) in accordance with Sections 1123, 1141 and 1146(a) of the Bankruptcy Code, except as otherwise expressly provided for in the Plan. The Trustee, on behalf of the Trust, shall receive the Trust Assets when they are transferred to the Trust.

2.3 Upon the transfer of the Trust Assets, the Trustee succeeds to all of the Archdiocese's, the Estate's, and the Protected Parties' right, title and interest in the Trust Assets and the Archdiocese and the Estate will have no further right or interest in or with respect to the Trust Assets or this Trust, except as provided herein, in the Plan or the Confirmation Order.

2.4 Pursuant to Section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Trust, including any deeds, bills of sale or assignments executed in connection with any transfer to the Trust, or receipt, or disposition/sale of assets by the Trust contemplated by the Plan shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax or other similar tax.

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

2.6 Five percent (5%) of the Trust's initial corpus (as described in Section 5.1(b)(3)(i-iv) of the Plan) shall be allocated to the Future Tort Claimant Reserve Fund. The balance of the initial funding shall be available to pay eligible Class 6 claims and authorized expenses.

2.7 Any subsequent recoveries from Non-Settling Insurers shall be allocated between the general corpus of the Trust and the Future Tort Claimant Reserve Fund based on the percentage in Section 2.6, and, after that, distributed to Beneficiaries in each class on a pro rata basis based on points.

2.8 Claimants' counsel fees will be paid from individual recoveries and may not be paid from the gross amount available for distribution.

ARTICLE III

POWERS AND DUTIES OF TRUSTEE

3.1 Powers and Duties. The Trustee is and shall act as a fiduciary to the Trust, and is vested with all powers described in the Plan and necessary or appropriate to effectuate the purpose of the Trust and to carry out the duties of the Trustee as set forth in the Plan and the Trust Agreement. These powers and duties include, but are not limited to, the following:

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

3.1.2 On 15 days' written notice to the Trust's Beneficiaries and the Reorganized Debtor, abandon any property which it determines in its reasonable discretion to be of *de minimis* value or otherwise burdensome to the Trust, including any pending adversary proceeding or other legal action, provided that if any Person to whom such notice is given provides a written objection to the Trustee prior to the expiration of such fifteen-day period with respect to the proposed abandonment of such property, then such property may be abandoned only pursuant to a Final Order of the Bankruptcy Court after notice and opportunity for a hearing;

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

3.1.4 Enter into contracts in the course of operating the Trust Assets for liquidation or in conjunction with its disposition under the Plan and herein;

3.1.5 Open and maintain bank accounts on behalf of the Trust, deposit funds therein, and draw checks thereon, as appropriate under the Plan, the Confirmation Order and this Trust Agreement;

3.1.6 Obtain all reasonably necessary insurance coverage with respect to any property that is or may in the future become Trust Assets;

3.1.7 Incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs and expenses of administering the Trust as provided in the Plan and this Trust Agreement. These fees, costs and expenses include (a) the fees of bankruptcy management companies, (b) the fees and costs of Professional Persons employed by the Trustee, such as the Tort Claims Reviewer, investment advisors, accountants, agents, managers, attorneys, actuaries, or auditors, and (c) the premiums charged by insurers, including professional liability insurers;

3.1.8 In accordance with the evaluation of the Tort Claims Reviewer pursuant to the TDP, make distributions to Beneficiaries in accordance with the TDP;

3.1.9 Take all necessary actions with respect to Medicare reporting and compliance as required by the Plan;

3.1.10 May rely on the authenticity of the signature of the Tort Claim Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Tort Claim Reviewer in the administration of the Trust Distribution Plan and assessment of the Class 6 and Class 7 Claims without any verification or confirmation;

3.1.11 May, as a party in interest, but shall have no obligation to, seek enforcement of any provision of the Plan pertaining to the Trust;

3.1.12 Except as restricted by applicable professional ethics rules such as the Rules of Professional Conduct, retain any attorney, Tort Claims Reviewer, consultant, expert, accountant, investment advisor, bankruptcy management company, or such other agents and advisors as are necessary and appropriate to effectuate the purpose of, and maintain and administer, the Trust, and shall be entitled to rely on advice given by such advisors within his, her, or its areas of competence;

3.1.13 Make, sign, execute, acknowledge and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan and/or the Trust or to maintain and administer the Trust;

3.1.14 Seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including Bankruptcy Rule 2004;

3.1.15 Comply with all requirements imposed by applicable law, rule, or regulation;

3.1.16 File a motion with the Bankruptcy Court, with notice to the parties in interest, for a modification of the provisions of this Trust Agreement if the Trustee determines that such modifications are necessary to conform to legal and/or administrative requirements and to the purposes of the Trust;

3.1.17 Upon any event terminating the Trust, defer distribution of property from the Trust for a reasonable time needed to wind up the affairs of the Trust, including time needed

to provide for payment of debts and taxes, although the right to distributions shall vest immediately;

3.1.18 Cause the timely preparation, distribution and/or filing of any necessary tax returns and other documents or filings as required by applicable law and pay any taxes shown as due thereon and which are payable by the Trust by virtue of its existence and operations. Each Beneficiary shall be responsible for the payment of any tax due on its own items of income, gain, loss, deduction or credit, if any;

3.1.19 Pay out of the Trust Assets any taxes imposed on the Trust or the Trust Assets;

3.1.20 Request, as appropriate, an expedited determination of any unpaid tax liability of the Trust under Section 505(b) of the Bankruptcy Code prior to termination of the Trust, and shall represent the interest and account of the Trust before any taxing authority in all matters, including, but not limited to, any action, suit, proceeding, or audit;

3.1.21 Comply with 11 U.S.C. § 345 with regard to the investment of Trust assets. The Trustee is relieved of any obligation to diversify, subject to Section 3.2.7 below;

3.1.22 Establish such accounts, funds and reserves, as required by the Plan, for ease of administration, or for any tax election or allocation. Any segregation shall be made according to the fair market value of the assets of the Trust at the time of segregation; the appreciation or depreciation of the property allocated to each account or fund, including cash, shall be fairly representative of the appreciation or depreciation to the date of each segregation of all property available for allocation; and the segregation shall otherwise be in accordance with applicable tax law. Nothing in this provision shall restrict the Trustee's authority to pool such accounts or funds for investment purposes or require separate bank accounts for such accounts or funds;

3.1.23 Be responsible for only that property delivered to it, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

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

3.2.1 guaranty any debt;

3.2.2 loan Trust Assets;

3.2.3 transfer Trust Assets to another trust with respect to which the Trustee serves as trustee;

3.2.4 make any transfer or distribution of Trust Assets, other than those authorized under the Plan, the Confirmation Order or this Trust Agreement;

3.2.5 engage in any trade or business;

3.2.6 engage in any investments or activities inconsistent with the treatment of the Trust as a Trust within the meaning of Treasury Regulation Section 301.7701-4(d) and in accordance with Rev. Proc. 9445, 1994-2 C.B. 684;

3.2.7 hold 50% or more of the stock (in either vote or value) of any Person that is treated as a corporation for federal income tax purposes, nor have any interest in any Person that is treated as a partnership for federal income tax purposes, unless such stock or partnership interest was obtained involuntarily or as a matter of practical economic necessity, including through foreclosure of security interests and execution of judgments, in order to preserve the value of the Trust Assets; provided, however, the Trust shall not hold more than 4.9% of the issued and outstanding securities of any publicly-traded company.

ARTICLE IV

DISSOLUTION AND TERMINATION OF THE TRUST

4.1 The Trust shall terminate after its liquidation, administration and distribution of the Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreement. The Trust shall terminate no later than the later of: (i) twelve (12) months after the termination of the Insurance Litigation, whether such termination is by a Final Order or a settlement between the parties to the Insurance Litigation or (ii) the seventh (7th) anniversary of the Effective Date.

4.2 After the dissolution of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act in such capacity until its duties hereunder have been fully performed. The Trustee shall retain the books, records and files that shall have been delivered to or created by the Trustee until distribution of all the Trust Assets. At the Trustee's discretion, all of such records and documents may be destroyed at any time following the later of (a) the first anniversary of the final distribution of the Trust Assets, and (b) the date until which the Trustee is required by applicable law to retain such records and documents; provided that, notwithstanding the foregoing, the Trustee shall not destroy or discard any records or documents relating to the Trust without giving the Reorganized Debtor and Beneficiaries reasonable prior written notice thereof.

4.3 Upon termination of the Trust, provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments remaining in the Trust, if any, including any investment earnings thereon and any assets remaining in the Future Tort Claims Reserve Fund to a charity supporting survivors of childhood sexual abuse as set forth in the Confirmation Order.

4.4 The Court Order terminating the Trust shall provide, *inter alia*, for the discharge of the Trustee and its Professionals, the exculpation of the Trustee and its Professionals from liability, and the exoneration of the Trustee's bond (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his designated agents or representatives).

ARTICLE V

IMMUNITY, LIABILITY AND INDEMNIFICATION OF TRUSTEE

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

5.2 No recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant or other Professional retained in accordance with the terms of this Trust Agreement or the Plan by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trustee in implementation of this Trust Agreement or the Plan, or by reason of the creation of any indebtedness by the Trustee under the Plan for any purpose authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust, whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had against (a) the Trustee's bond or applicable insurance coverage, and, (b) to the extent not covered by such bond, directly against the Trustee.

5.3 The Trust shall defend, indemnify and hold the Trustee, its officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of Minnesota is entitled to indemnify and defend its directors, trustees, officers and employees against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties hereunder,, provided that the Trustee shall not be indemnified or defended in any way for any liability, expense, claim, damage or loss for which they are ultimately liable under Section 5.1.

5.3.1 Additionally, the Archdiocese, the Reorganized Debtor, and each of their respective officers, directors, agents, representatives, Professionals, and employees, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative or arbitrate action, by reason of any act or omission of the Archdiocese or

Reorganized Debtor, or respective officers, directors, agents, representatives, Professionals, and employees, with respect to (i) the Reorganization Case and any act or omission undertaken by them prior to the commencement thereof, (ii) the assessment or liquidation of any Class 6 and Class 7 Claims, (iii) the administration of the Trust and the implementation of the TDP, or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent that a corporation or trust organized under the laws of Minnesota is from time to time entitled to indemnify and defend such Persons against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Archdiocese or Reorganized Debtor, in connection with or resulting from such action, suit or proceeding, if he or she acted in good faith and in a manner he or she believed to be in, or not opposed to, the best interests of the holders of Class 6 and Class 7 Claims.

5.3.2 Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, the Archdiocese, the Reorganized Debtor, and their respective officers, directors, agents, representatives, Professionals, and employees in connection with any action, suit or proceeding, whether civil, administrative or arbitral, from which they are indemnified by the Trust pursuant to Section 5.3, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trustee, the Archdiocese, the Reorganized Debtor, and such other Person, to repay such amount in the event that it shall be determined ultimately by Final Order that such Trustee, the Archdiocese, the Reorganized Debtor or such other Person is not entitled to be indemnified by the Trust.

5.4 Medicare Secondary Payer Act. Except as provided in the Plan, neither the Trust, the Trustee nor the Trustee's agents and professionals shall have any liability to any entity, including any governmental entity pursuant to the Medicare Secondary Payer Act or any state law statute that is substantially similar to the Medicare Secondary Payer Act.

ARTICLE VI

TRUSTEE COMPENSATION

6.1 The Trustee shall be entitled to receive as compensation from the monetary assets of the Trust in such amounts as described in Exhibit 2 attached hereto and as the same may be amended from time to time during the term of this Trust Agreement. Such amendments to Exhibit 2, if any, shall be filed with the Bankruptcy Court with a notice setting forth the proposed compensation for the Trustee for subsequent period(s).

6.1.1 Any professional or any Person retained by the Trustee pursuant to the Plan will be entitled to reasonable compensation for services rendered at a rate reflecting actual time billed by such professional or Person on an hourly basis, at the standard billing rates in effect at the time of service, or such other rate or basis of compensation that is reasonable and agreed upon by the Trustee.

6.1.2 Any and all reasonable and necessary costs and expenses incurred by the Trustee and any professional or other Person retained by the Trustee, in performing its respective duties under this Trust Agreement, will be reimbursed by the Trustee from the Trust Assets.

6.1.3 The Trustee and each professional employed by the Trustee shall provide to the Trustee a statement setting forth its aggregate fees and expenses incurred in connection with the engagement not previously billed, together with reasonable documentation of such expenses (any such report, a "Fee and Expense Report"). The Fee and Expense Report may be redacted as required to protect all applicable privileges. If the Trustee or the Archdiocese or Reorganized Debtor objects to such Fee and Expense Report, the parties may seek to resolve such objection on a consensual basis. If the parties are unable to reach a consensual resolution, the Trustee shall pay the contested portion of the fees and/or expenses, but may pay the contested portion of the fees and/or expenses only pursuant to a Final Order of the Bankruptcy Court after notice and opportunity for a hearing.

ARTICLE VII

SUCCESSOR TRUSTEES

7.1 Vacancy Caused by Trustee Resignation or Removal.

7.1.1 Trustee Resignation. The Trustee may resign at any time upon thirty (30) days' written notice to be filed with the Bankruptcy Court and served upon the UCC. The Trustee shall, by the earliest date possible, deliver to the Trustee's successor all of the Trust Assets which were in the possession of the Trustee along with a complete record and inventory of all such assets.

7.1.2 Trustee Removal. The Bankruptcy Court may remove a Trustee on a motion from a Beneficiary or the Reorganized Debtor, following notice to parties in interest. The ground for removal is good cause. The removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Trustee shall, by the earliest date possible, deliver to the Trustee's successor all of the Trust Assets which were in the possession of the Trustee along with a complete record and inventory of all such Trust Assets.

7.2 Trust Continuity. The death, resignation, or removal of the Trustee shall not operate to terminate the Trust created by this Trust Agreement or to revoke any existing agency (other than any agency of the Trustee as the Trustee) created pursuant to the terms of this Trust Agreement or invalidate any action taken by the Trustee, and the Trustee agrees that the provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trustee and the Trustee's successors or assigns, as the case may be.

7.3 Outgoing Trustee Obligations. In the event of the resignation or removal of the Trustee, the outgoing Trustee shall:

7.3.1 prepare an interim report (containing unreported information to be included in annual reports pursuant to Paragraph 8.1 below through the effective date of the termination);

7.3.2 execute and deliver by the effective date of resignation or removal such documents, instruments, and other writings as may be reasonably requested by the successor Trustee to effect the termination of the resigning or removed Trustee's capacity under this Trust

Agreement and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

7.3.3 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; and

7.3.4 otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee.

7.3.4.1 The resigning, removed or departed Trustee hereby irrevocably appoints 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.

7.4 Appointment of Successor Trustee.

7.4.1 Any vacancy in the office of Trustee shall be filled by the nomination of the UCC, subject to the approval of the Bankruptcy Court, after notice and a hearing.

7.5 Acceptance of Appointment of Successor Trustee. Any successor Trustee's acceptance of appointment as a successor Trustee shall be in writing and shall be filed with the Bankruptcy Court. The acceptance shall become effective when filed with the Bankruptcy Court. The Trustee shall thereupon be considered a Trustee of the Trust without the necessity of any conveyance or instrument. Each successor Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder. Each successor Trustee shall be exempt from any liability related to the acts or omissions of the Trustee prior to the appointment of the successor Trustee.

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

ARTICLE VIII

TRUSTEE REPORTING AND DISCHARGE

8.1 Annual Financial Reports. In lieu of compliance with applicable law regarding the Trustee's obligation to prepare accountings and/or reports, the Trustee shall prepare on behalf of the Trust an annual (as of each December 31 after the Effective Date) financial report describing the then remaining assets and the manner in which the assets of the Trust are then invested. The reports shall include an itemization of categories of expenses and corresponding amounts. The reports shall also include an estimate of the current market value of the invested assets of the Trust and a description of the obligations, income and expenses of the Trust. The

Trustee may, but shall not be required to, employ valuation experts. The reports shall include an itemized statement of all sums disbursed to Tort Claimants. The reports shall be prepared within forty-five (45) days of the close of the reporting period. Copies of the reports shall be available to Beneficiaries upon request. The reports shall be prepared on an accrual basis.

8.2 Final Report. Prior to termination of the Trust, the Trustee shall prepare a final report ("Final Report"), which shall contain the following information: (i) all Trust Assets including assets originally charged under the Trustee's control; (ii) all funds transferred into and out of the reserves established pursuant to this Trust Agreement; (iii) an accounting of all purchases, sales, gains, losses, and income and expenses in connection with the Trust Assets during the Trustee's term of service (including any predecessor Trustee); (iv) a statement setting forth the total distributions to the Beneficiaries (but not the distributions to individual Beneficiaries); (v) the ending balance of all Trust Assets; (vi) a narrative describing actions taken by the Trustee in the performance of its duties which materially affect the Trust; and (vii) schedule(s) reflecting that:

8.2.1 all Trust Assets (including Claims and/or Defenses) have been either: (i) reduced to Cash; or (ii) abandoned by the Trustee, in accordance with the provisions of this Trust Agreement and the Plan; and

8.2.2 all expenses of the Trust have been paid (or will be paid) and all payments and final distributions to be made to Beneficiaries have been made (or will be made) by the Trustee in accordance with the provisions of this Trust Agreement and the Plan.

8.3 Approval of Final Report and Discharge of the Trustee. The Trustee's Final Report, prepared pursuant to the Plan and this Trust Agreement, shall be filed with the Bankruptcy Court and served on all Beneficiaries, along with a motion for approval of the Final Report and discharge of the Trustee. Upon the entry of the order of the Bankruptcy Court approving the Final Report, the Trustee shall be discharged from all liability to the Trust or any Person who or which has had or may then or thereafter have a claim against the Trust for acts or omissions in the Trustee's capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan, unless the Bankruptcy Court orders otherwise for good cause.

ARTICLE IX

GRANTOR TRUST ELECTION

9.1 The Archdiocese shall elect to treat the Trust as a grantor trust pursuant to Treasury Reg. § 1.468B-1(k). Payment of taxes, if any, attributable to Trust income shall be the obligation of the Trust.

ARTICLE X

SECTION 468B SETTLEMENT FUND

10.1 Generally.

10.1.1 In accordance with the Plan, the Trustee will take all reasonable steps to ensure that the Trust will qualify as, and remain, a “Designated” or “Qualified” settlement fund within the meaning of § 468B of the Internal Revenue Code of 1986, as amended (the “Tax Code”), and the regulations promulgated pursuant thereto. The Archdiocese is the “transferor” within the meaning of Treasury Regulation § 1.468B-1(d)(1). The Trustee shall be classified as the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).

10.1.2 It is further intended that the transfers to the Trust will satisfy the “all events test” and the “economic performance” requirement of Section 461(h)(1) of the Tax Code, and Treasury Regulation Section 1.461-1(a)(2).

10.2 Employer Identification Number. Upon establishment of the Trust, the Trustee shall apply for an employer identification number for the Trust pursuant to Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4).

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

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

10.5 Broad Powers of the Trustee. The Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as he deems necessary to reasonably ensure that the Trust is treated as a “Designated” or “Qualified” settlement fund under § 468B of the Tax Code, and the regulations promulgated pursuant thereto. Further, the Trustee may 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.

ARTICLE XI

BENEFICIARIES

11.1 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 Plan. 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 holder of a Claim as set forth in a proof of

claim filed by such holder, or proper notice of a name or address change, which has been delivered by such Beneficiary to the Trustee. The Trustee is subject to the orders of the Bankruptcy Court regarding confidentiality of the filed proofs of claim and the Register is confidential under the terms of such orders.

11.2 Rights of Beneficiaries. The rights of a Beneficiary under this Trust Agreement shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of such Beneficiary and such death, insolvency or incapacity shall not terminate or affect the validity of this Trust Agreement. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Trust Assets, or any right to call for a partition or division of the Trust Assets. Title to all the Trust Assets shall be vested in the Trustee, and the sole interest of the Beneficiaries shall be the rights and benefits given to such Persons under this Trust Agreement and the Plan.

11.3 Tax Identification Numbers. The Trustee may require any Beneficiary to furnish to the Trustee its employer or taxpayer identification number as assigned by the IRS, and (b) such other records or documents necessary to satisfy the Trustee's tax reporting obligations (including, but not limited to, certificates of non-foreign status). The Trustee may condition the payment of any distribution to any Beneficiary upon receipt of such identification number and requested documents.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Plan Incorporation. The Plan and the Confirmation Order, including the Plan's Miscellaneous Provisions, are incorporated into this Trust Agreement.

12.2 Notices. All notices or deliveries required or permitted hereunder shall be given as directed in the Plan, to the following:

If to the Trust or Trustee:

[TRUSTEE ADDRESS]

If to the UCC:

Robert Kugler
Stinson Leonard Street
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402

If to a Beneficiary:

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

12.3 Invalidity and Unenforceability. If any term or provision of this Trust Agreement shall be invalid or unenforceable, the remainder of this Trust Agreement shall not be affected thereby, and each remaining term and provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

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

12.5 Reimbursement of Costs. If the Trustee or the Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Trust Agreement or the enforcement thereof, the Trustee or the Trust, as the case may be, shall be entitled to collect any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action. To the extent that the Trust has advanced such amounts, the Trust may recover such amounts from the non-prevailing party.

12.6 Entirety of Trust Agreement. This Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter hereof. This Trust Agreement, together with the Exhibits hereto, the Plan, and the Confirmation Order, contain the sole and entire Trust Agreement and understanding with respect to the matters addressed therein.

12.7 Counterparts. This Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on such counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.8 Independent Legal and Tax Counsel.

All parties to this Trust Agreement have been represented by counsel and advisors (collectively referred to as "Counsel") 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 neither strictly for nor against any party. It is specifically acknowledged and understood that this Trust Agreement has not been submitted to, nor reviewed or approved by, the Internal Revenue Service or the taxing authorities of any state or territory of the United States of America.

12.9 This Trust Agreement shall be administered under, governed by, and enforced according to the laws of the State of Minnesota applicable to contracts and trust agreements made and to be performed therein, except that all matters of federal tax law and the Trust's compliance with § 468B of the Tax Code and Treasury Regulations thereunder shall be governed by federal tax law, and all matters of federal bankruptcy law shall be governed by federal bankruptcy law.

IN WITNESS WHEREOF, the Archdiocese and the Trustee execute this Trust Agreement as of the date set forth in the opening paragraph.

Trustee:

By: _____

Printed Name: _____

Title: _____

The Archdiocese of Saint Paul and Minneapolis

By: _____

Printed Name: _____

Title: _____

EXHIBIT 1

TRUST DISTRIBUTION PLAN

**TRUST DISTRIBUTION PLAN FOR CLASS 6 AND CLASS
CLAIMS FILED IN THE CHAPTER 11 CASE OF THE
ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS**

1. PURPOSE

The purpose of this Trust Distribution Plan (“TDP”) is to provide guidance to the Claims Reviewer in the assessment of Tort Claims and the distribution of Trust Assets to Distribution Plan Claimants and is designed to provide reasonable assurance that the Trust will value and be in a financial position to pay similar Tort Claims in substantially the same manner. Capitalized terms used herein shall have the meanings assigned to them in the Plan, the Trust Agreement or Bankruptcy Code, unless otherwise defined herein, and such definitions are incorporated herein by reference.

2. RULES OF INTERPRETATION AND GENERAL GUIDELINES

2.1 Sole and Exclusive Method.

The Plan and this TDP shall together be the sole and exclusive method by which Tort Claimants may seek distributions as holders of Class 6 or Class 7 Claims against the Protected Parties. All Tort Claims shall be determined pursuant to the procedure set forth in this TDP. With respect to Distribution Plan Claims, the assessed point value thereof shall be used to determine payments by the Trust in accordance with the Plan, the Trust Agreement and the terms of this TDP. With respect to Litigation Claims, the assessed point value thereof shall be used to set the reserve, pursuant to Section 7.1 of this TDP and Section 5.2(f) of the Plan, for payment up to such reserve amount of such Litigation Claims in the event that the Litigation Claimant obtains a judgment or settlement against a Protected Party.

2.2 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 TDP.

2.3 Non-Compensatory Damages and Other Theories of Liability.

In assessing the point value of any Tort Claim, punitive damages and damages that do not compensate a Tort Claimant shall not be considered, even if these damages could have been considered under applicable non-bankruptcy law. Further, the Trust shall not pay claims based upon conspiracy, nuisance, concerted action, or any other theories of liability that do not meet the evaluation criteria articulated in Section 4 below. Nothing in the Plan or the TDP limits the amount or type of recovery a Tort Claimant may assert against a Non-Settling Insurer or third party that is not a Protected Party.

2.4 Withdrawal of Claims.

A Tort Claimant can irrevocably withdraw their Class 6 or Class 7 Claim, as the case may be, at any time upon written notice to the Trustee.

2.5 No Res Judicata Effect.

The Tort Claim Reviewer's determination shall be final in resolving the Tort Claimants' entitlement to payment from the Trust. However, the Tort Claim Reviewer's determination shall have no preclusive, res judicata, judicial estoppel or similar effect on any causes of action that any Tort Claimant has or may have against any third party or Non-Settling Insurer.

2.6 Confidentiality and Privilege.

All information that the Tort Claims Reviewer receives from any source about any Tort 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 Tort Claimant (or such Tort Claimant's counsel of record). All information that the Tort Claims Reviewer receives from any Tort Claimant (including from counsel to such Tort Claimant) shall be subject to a mediation privilege and the receipt of such information by the Tort Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any other similar privilege or doctrine.

2.7 Interpretation.

Nothing in the TDP shall be deemed to create a substantive right for a holder of a Class 6 or Class 7 Claim. The TDP is procedural and may be amended, pursuant to the terms of the Plan, the Trust Agreement and the TDP.

3. TORT CLAIMS REVIEWER

The Tort Claims Reviewer will be designated pursuant to the terms of an amended Plan. The appointment of the Tort Claims Reviewer will be subject to the approval of the Bankruptcy Court. The Tort Claims Reviewer shall conduct a review of each Class 6 and Class 7 Claim (as and when such claims may be filed) and, according to the guidelines and compensable abuse matrix set forth in Section 4 below, make determinations upon which individual monetary distributions will be made to holders of Class 6 and Class 7 Claims subject to the Plan and the Trust Documents. The Tort Claims Reviewer's review and determination as to each Class 6 and Class 7 Claim held by a Tort Claimant shall be final, subject only to reconsideration as set forth in Section 7.2 below.

4. **PROCEDURE FOR ALLOCATION OF POINTS AMONG HOLDERS OF CLASS 6 AND CLASS 7 CLAIMS**

4.1 Proof of Abuse.

The Tort Claims Reviewer shall consider all of the facts and evidence presented by the Tort Claimants in their respective Sexual Abuse Proofs of Claim, or Future Claimant Proofs of Claim, as the case may be. Within 30 days after confirmation of the Plan, Class 6 Claimants may submit any supplemental information or evidence they wish to the Tort Claims Reviewer in support of their respective Class 6 Claims. Subject to the Tort Claims Reviewer's sole discretion, Class 7 Claimants may not supplement their proofs of claim.

By a date to be established by the Tort Claims Reviewer and upon written request by a Tort Claimant or such Tort Claimant's counsel of record, the Tort Claims Reviewer may interview any Tort Claimant. The Tort Claims Reviewer may limit the duration of any interview to a reasonable period of time.

4.2 Guidelines and Evaluation Methodology.

(a) Initial Evaluation. For all Tort Claims filed after the Claim Filing Date, the Tort Claims Reviewer shall consider, before assessing the Tort Claim, whether the Tort Claimant has demonstrated, by a preponderance of the evidence, that: (1) the Abuse was perpetrated by a person for whose actions the Protected Parties are liable in whole or in part; and (2) that the Tort Claimant's failure to timely file a proof of claim by the Claim Filing Date is excused under Minn. Stat. § 541.15 (or other applicable law suspending the limitations period, if any). In order to be eligible for participation and claim liquidation under this TDP, each Future Tort Claimant must be alive as of the date of Plan Confirmation.

(b) Liability Threshold. The Tort Claims Reviewer, before assessing each Tort Claim, shall consider: (i) whether the Tort Claim has already been settled, adjudicated/resolved on the merits; and (ii) whether the Tort Claim alleges conduct that does not constitute Abuse.

(c) Compensable Abuse Matrix. Each Tort Claim will be scored according to the following "Compensable Abuse Matrix" set forth in this Section 4.2(b). Based on the Tort Claim Reviewer's assessment of the Sexual Abuse Proof of Claim or Future Claimant Proof of Claim, as applicable, and any additional information or evidence submitted by each Tort Claimant or their counsel pursuant to Section 4.1 above, along with any evidence concerning the Tort Claim submitted by the Protected Parties (the "Exposure Evidence"), the Tort Claims Reviewer will place each Tort Claim in its most serious applicable Abuse Category warranted by the Exposure Evidence. In those instances where the Tort Claim involves one instance of Abuse conduct, the Tort Claim should generally be allowed the Minimum Points provided in the particular Abuse Category, which describes the nature and type of Abuse which occurred. In those cases where the Abuse occurred more than once, over a period of time, and/or in

the opinion of the Tort Claims Reviewer, based on the Exposure Evidence submitted, there are other aggravating circumstances which warrant additional consideration, the Tort Claims Reviewer may consider those circumstances in allocating additional points within the particular Abuse Category where the Abuse is classified, up to the Maximum Points for that Abuse Category. Tort Claim will be classified in only one Abuse Category, but that level should be the highest level supported by the Exposure Evidence.

COMPENSABLE ABUSE MATRIX

Abuse Category	Abuse Type	Minimum Points	Maximum Points
Category 1	Sexual intercourse between the accused and a minor, including genital-genital, oral-genital, genital-anal, oral-anal, or penetration of a minor's vagina or rectum by any object on one or more occasions.	80	100
Category 2	Touching by the accused of a minor's unclothed genitals, pubic, rectal or buttocks areas for purposes of masturbation of either the accused or a minor on one or more occasions.	60	80
Category 3	Touching by the accused of the minor's <i>unclothed</i> genitals or intimate parts for the purpose of sexual stimulation of the accused on one or more occasions	50	60
Category 4	Touching by the accused of a minor's <i>clothed</i> genitals or intimate parts for the purpose of sexual stimulation of the accused on one or more occasions.	40	50
Category 5	Sexually explicit conduct for sexual gratification of the accused that invites, aids, or causes a minor to engage in sexually explicit conduct, such as the showing of sexually explicit magazines or photographs, or requesting to see a minor's genitals or intimate parts on one or more occasions.	30	40

Category 6	Nonconsensual sexual contact between the accused and an adult.	20	30
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(d) Additional Evaluation Criteria. In considering the circumstances of each Tort Claimant, and determining the total points to be allocated to their respective Class 6 and Class 7 Claim(s), the Tort Claims Reviewer may also take into account the following factors that affect causation, cognizability, the liability of the Protected Parties and damages to the Tort Claimant, including but not limited to:

- The applicability of any statute of limitations defenses available to the Protected Parties;
- Notice or lack of notice to the Protected Parties of the accused's alleged propensities to sexually abuse minors;
- Evidence that the Tort Claimant's damages were or were not caused by the claimed Abuse, including other life trauma or abuse sustained by a Tort Claimant for which the Protected Parties have no legal liability;
- The severity of damages to a Tort Claimant taking into account factors such as the Tort Claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, pain and suffering, and/or the failure of the claimant to mitigate his or her damages;
- The strength of the Tort Claimant's documentation of injuries;
- Evidence that the claim may not be cognizable, considering for instance, whether: (i) the Tort Claim arose outside of the Archdiocese; or (ii) the Protected Parties lacked the authority, right or opportunity to exercise control over the accused.

4.3 Tort Claimant to Provide Information Upon Request.

The Protected Parties and each Tort Claimant shall provide information as requested to the Tort Claims Reviewer and the Trustee in connection with any inquires by either in the administration of the TDP. Each Tort Claimant shall further provide the Trustee with information as requested in connection with the Trust's efforts to prosecute its claims, if any, against Insurers of the Protected Parties or any other entities to receive indemnity payments of Class 6 and Class 7 Claims.

5. ALTERNATIVE CONVENIENCE TREATMENT

Each Tort Claimant may, at his sole option, elect to be treated as a holder of a “Convenience Claim” in lieu of participating in the procedures set forth in Section 4 above. To elect Convenience Claim treatment, each holder of a Class 6 or Class 7 Claim wishing to be treated as a holder of a Convenience Claim shall indicate as such via ballot. Each holder of a Convenience Claim shall receive a distribution of \$10,000 if the Tort Claims Reviewer determines that the proof of claim filed by the holder of such a claim establishes a *prima facie* case that the Tort Claimant suffered sexual abuse for which the Archdiocese could be held civilly liable under applicable non-bankruptcy law. Each such distribution shall be made within sixty (60) days of the Tort Claims Reviewer’s *prima facie* determination. Treatment and payment, if any, under the Convenience Claim treatment shall be the only treatment and payment (if any) to which a holder of a Convenience Claim shall be entitled.

6. ASSESSMENT OF TORT CLAIMS

6.1 Assignment of Points.

The Tort Claims Reviewer will arrive at a point total for each Tort Claimant taking into account the above factors. This point total will subsequently be used to make distribution(s) to Tort Claimants electing that their Tort Claims be treated as Distribution Plan Claims, pursuant to the methodology set forth in this Section 6. Claimants electing to have their Tort Claims treated as Litigation Claims will not receive a distribution pursuant to this Section 6; however, the monetary values as of the Effective Date associated with the points assigned to Litigation Claims will be set aside as a reserve for the payment of Litigation Claims pursuant to the Plan and Trust Agreement.

6.2 Methodology.

The Trustee of the Plan Trust shall calculate the value represented by an individual “point” after all Tort Claims filed by the Effective Date have been reviewed. The value of each point will be determined by dividing the number “1” by the number of points allocated among all of the individual Tort Claims filed prior to the Effective Date. By way of example, if there are a total of 10,000 points assigned among all Tort Claims filed by the Effective Date, each point has a value of .0001. This value represents the per-point share of the Trust Assets available to pay Tort Claims. Thus, by way of example, if the initial funds are \$50 million, a Distribution Plan Claim which is assigned 50 points will receive a distribution of \$250,000 (.0001 x \$50 million x 50 points). If subsequent recoveries from Non-Settling Insurers make additional distributions possible, distributions shall be based on this same point value. By way of an example, if an additional \$10 million becomes available to pay Distribution Plan Claims, in the example above, the claimant with 50 points would receive an additional \$50,000 (.0001 x \$10 million x 50 points).

7. DETERMINATIONS BY THE ABUSE CLAIMS REVIEWER

7.1 Notification of Monetary Distribution.

The Trustee shall notify each Tort Claimant in writing of the monetary distribution expected with respect to their Tort Claim. The Trustee shall mail this determination to the Tort Claimant's counsel of record, or in the case of unrepresented parties, to the last address based on the Tort Claimant's filed proof of claim. No later than ten (10) business days after a Class 6 Claimant is notified of the amount of the final award under the Allocation Plan, the Class 6 Claimant shall elect in writing one of the following alternatives to treatment:

- (a) Treatment of the Tort Claim as an Distribution Plan Claim; or
- (b) Treatment of the Tort Claim as a Litigation Claim.

Distribution Plan Claimants will receive distributions, if any, as provided in this Trust Distribution Plan. As further described in Section 5.2(f) of the Plan, Litigation Claims shall be pursued in state or federal court against the Protected Parties and Non-Settling Insurers. The Trustee shall set a reserve for each Litigation Claimant in the amount that would have been awarded had the claimant elected to proceed under the Trust Distribution Plan. If a Litigation Claimant obtains a judgment against a Protected Party, the judgment will be satisfied from the reserve in the amount of such judgment, up to the amount the Tort Claimant would have received had he elected treatment of his claim as a Distribution Plan Claim, plus up to an additional \$1,000 in the event that no Non-Settling Insurer is implicated by the Litigation Claim. As further provided in the Plan, the Litigation Claimant will be entitled to an additional share of any recovery from Non-Settling Insurers.

7.2 Reconsideration and Finality.

The Tort Claims Reviewer's determination shall be final unless the Tort Claimant makes a timely request for the determination to be reconsidered by the Tort Claims Reviewer. Tort Claimants shall not have a right to any other appeal of the Tort Claims Reviewer's determination. The Tort Claimant may request reconsideration of the Tort Claims Reviewer's determination by delivering a written request for reconsideration to the Tort Claims Reviewer within fifteen (15) calendar days after the date of mailing of the notification of monetary distribution identified in Section 7.1 of this TDP. The Tort Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request upon a showing that such additional information could not have been provided in accordance with this TDP. The Tort Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. Consistent with Section 2.5 of this TDP, the Tort Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

7.3 Future Tort Claims.

Distributions on Class 7 Claims are to be paid solely from the Future Tort Claims Reserve Fund.

The Trustee shall make a distribution (“Distribution”) to Class 7 Claimants deemed entitled to a Distribution at least once during every twelve (12) months after the Effective Date. The date of any such Future Distribution is referred to herein as a “Distribution Date.”

Each point assigned to a Class 7 Claim shall have the same value as a point assigned to Tort Claims filed before the Effective Date. However, during any twelve (12) month period, the Trustee shall distribute no more than: (a) a total of ten percent (10%) of the remaining Future Tort Claims Reserve Fund collectively to all Future Distribution Plan Claimants who have filed an allowed Class 7 Claim as of a given Future Distribution Date; and (b) four percent (4%) of the remaining Future Tort Claims Reserve Fund to any single Future Tort Claimant.

No Class 7 Claimant may receive more per point than what Class 6 Claimants receive per point. Upon any subsequent Distribution, the Trustee shall first distribute funds to entitled Class 7 Claimants who filed their Tort Claims after the immediately preceding Distribution Date and thus did not participate in the preceding Distribution. Such later-filed Class 7 Claimants shall continue to receive such “catch-up” payments until holders of such later filed claims receive an amount equal (on a per point basis) to the amount already distributed to Class 7 Claimants who previously received Future Distribution(s), at which point any additional available funds may be distributed to all Class 7 Claimants as of such Distribution Date.

The Future Tort Claims Reserve Fund shall be dissolved upon the seventh (7th) anniversary of the Effective Date (the “Dissolution Date”). Upon the occurrence of the Dissolution Date, the Trustee shall distribute all remaining funds of the Future Tort Claims Reserve Fund to Class 7 Claimants who previously received point awards; provided, however, that no single Class 7 Claimant shall be paid more than the per-point value received by Tort Claimants whose claims were filed prior to the Effective Date. Any remaining funds shall be distributed to all Tort Claimants entitled to distributions under the TDP (whether the claimant is a Distribution Plan Claimant or a Litigation Claimant, and whether the Tort Claim was filed before or after the Effective Date) based on the points allocated to each claim; provided, however, that to the extent there are not sufficient funds to pay an average of \$50.00 to each Distribution Plan Claimant, then any remaining funds shall be donated to a non-profit organization in the United States selected by the Trustee (after notice and a hearing) that is dedicated to helping survivors of childhood sexual abuse.

7.4 Adjustments Following Recovery of Insurance Proceeds.

If the Trust successfully resolves an insurance coverage dispute or otherwise receives a recovery of insurance proceeds relating to Tort Claims, such proceeds shall be available to pay, and shall increase the amount available to pay, Tort Claims pursuant to the point methodology identified above. In such event, and on a periodic basis accumulating all such recoveries, the Trust shall make supplemental payments on Tort Claims deemed eligible to receive distributions under this TDP, consistent with the Trustee’s assessment of the points assigned each such Claim.

7.5 The Timing and Order of Distributions.

The timing, order, and method of payments relating to eligible Tort Claims shall be determined by the Trustee in a manner consistent with the principles of this TDP. All amounts to be distributed shall be held and distributed by the Trust pursuant only to the powers of administration found in Article III of the Trust Agreement, and shall be paid and distributed by the Trust in accordance with the principles set forth in the Trust Agreement. In the event the Trust faces periods of limited liquidity, the Trustee may defer, delay, limit, or suspend payments or a portion thereof until the Trust is sufficiently funded.

Eligible Tort Claims shall be paid in the order of the date that their entitlement to payment became final. If any assessment of Distribution Plan Claims, or any determination of the value of Litigation Claims, become final on the same date, each such claimant's position in the queue shall be determined by the date of the claimant's birth, with older claimants given priority over the younger claimants.

7.6 Medicare Reimbursement.

Before receiving payment under the terms of this TDP, each Tort Claimant liquidated claim must provide the Trustee, or an Approved Vendor, with all of the information and documents identified in Section 5.2(i) of the Plan, including the Personal Information, a signed Social Security Release Form or a Medicare Release Form and any additional information reasonably required for the Trustee to comply with Section 5.2(i) of the Plan by (i) reimbursing the appropriate Medicare Trust Fund for the appropriate amount of any Conditional Payments made to or on behalf of a Tort Claimant; and (ii) submitting the required information for any Tort Claimant to the appropriated agency of the United States Government.

8. GENERAL GUIDELINES AND MISCELLANEOUS PROVISIONS

8.1 Third Party Services.

Nothing in this TDP shall preclude the Trust from contracting with medical, psychological, legal, economic, and accounting professionals to provide services to the Trust so long as decisions about the allowability and value of Tort Claims are based on the provisions of the TDP and the compensable abuse matrix.

8.2 Managing Administrative Costs.

Notwithstanding any provision of the TDP to the contrary, the Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Tort Claims so that the payment of claims is not further impaired by such processes. In issues related to the allowability of Tort Claims, e.g., exposure to Abuse for which the Protected Parties have legal liability, the Trustee shall have the latitude to make judgments regarding the amount of transaction costs to be expended by the Trust so that Tort Claims are not further impaired by the costs of additional investigation.

8.3 Amendments.

The Trustee may amend, modify, delete, or add to the TDP (including, without limitation, amendments to conform the procedures set forth herein to advances in scientific or medical knowledge, developments in the law, or other changes in circumstances), *provided* they obtain the prior written consent of the Bankruptcy Court. Notwithstanding anything contained herein to the contrary, the TDP shall not be modified or amended in any way which could jeopardize, impair, or modify the applicability of Section 524(g) of the Bankruptcy Code or the efficacy or enforceability of the Plan's Channeling Injunction.

8.4 Severability.

Should any provision contained in the TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the TDP.

8.5 Governing Law.

The TDP shall be governed by, and construed in accordance with, the laws of the State of Minnesota without regard to any conflict of laws principles.

EXHIBIT 2

COMPENSATION FOR TRUSTEE

The Trustee shall charge for the time of its principals at the following hourly rates:

_____ \$

The Trustee shall charge for the time of its employees at its standard hourly rates; provided that no employee's rate is higher than the principals' rates. Any annual increases shall not exceed __ percent.

EXHIBIT E

CLAIM RESOLUTION AGREEMENT [AMENDED](#)

EXHIBIT E

CLAIM RESOLUTION AGREEMENT

To be entitled to receive any compensation under the Plan, you must execute and deliver this Claim Resolution Agreement Claims and the Medicare Certification.

In consideration of a promise of the Trust to make me a distribution, I agree as of the Effective Date of the Plan of Reorganization as follows:

1. All Capitalized terms have the meaning ascribed to them in the Plan.
2. In consideration of the amount payable to me under the Trust Distribution Plan and other valuable consideration, I, for myself and my heirs, successors, and assigns, hereby fully, finally, and completely release, remise, acquit, and forever discharge the Archdiocesan Settling Insurer Entities with respect to the Archdiocesan Settling Insurer Entity Policies and Parish Settling Insurer Entities with respect to the Parish Settling Insurer Entity Policies from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims, the Archdiocesan Settling Insurer Entity Policies and Parish Settling Insurer Entity Policies, including any Channeled Claims, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Reorganization Case. This release specifically includes all future Claims against Archdiocesan Settling Insurer Entities with respect to the Archdiocesan Settling Insurer Entity Policies and Parish Settling Insurer Entities with respect to the Parish Settling Insurer Entity Policies that are based in whole or in part on the Tort Claims or the Archdiocesan Settling Insurer Entity Policies and Parish Settling Insurer Entity Policies.
- ~~2.3.~~ I hereby accept the amount payable to me under the Trust Distribution Plan as a partial satisfaction of my Tort Claim(s) against each Protected Party against whom the Tort Claim(s) is (are) asserted, and agree to ~~the extent of credit as payment of any judgment on such Tort Claim(s) as to such Protected Party:~~ i) amounts payable by such Protected Party that ~~are would not covered by any insurance;~~ be payable by any Settling Insurer Entity in the absence of an Insurance Settlement Agreement and the Plan or Non-Settling Insurer, including any retention(s); and ii) amounts that would be payable by a Settling Insurer Entity in the absence of ~~the above release,~~ an Insurance Settlement Agreement ~~with such Insurer and the Plan.~~ I agree and promise not to seek recovery of any kind for my Tort Claim(s) from ~~the assets of the any~~ Protected Parties Party or ~~such~~ Settling Insurer; ~~except as provided below~~ Entity, regardless of whether the injuries or damages I alleged to have suffered are known or unknown, suspected or unsuspected, fixed or contingent, sounding in law or equity. I intend this paragraph to be construed as a full release of all Protected Parties in accordance with and to the extent permitted by *Drake v. Ryan*, 514

N.W. 2d 785 (Minn. 1994) a) up to the full limits of any Settling Insurer Entity Policies that cover or are allege to cover my Tort Claim; and b) to the full extent the Protected Parties' exposure is not covered by either a Settling Insurer Entity Policy or any Non-Settling Insurer Policy.

~~3.4.~~ Notwithstanding the foregoing, I expressly reserve and retain my rights to recover from any ~~Insurer~~Non-Settling Insurer under the Non-Settling Insurer Policies for the liability of a Protected Party for ~~injuries and damages I allege to have suffered in my Tort Claim(s) covered under Insurance Policies, which such Insurer issued and are not the subject of an Insurance Settlement Agreement;~~my Tort Claim(s); but only for the share of causal fault of a Protected Party covered under such ~~Insurance~~Non-Settling Insurer Policy and then only to the extent such share is allocable to such ~~Insurer; and~~ Non-Settling Insurer Policy and only up to the limits of such insurance policy.

~~4.~~ I do not intend that payment by the Trust constitutes full compensation for my Tort Claim(s) and I expressly reserve and retain the full extent of my claims against, and my damages recoverable, from any Person who is not a Protected Person or Settling Insurer, including my right to assert that such Person is jointly and severally liable with Protected Parties with respect to my Tort Claim(s).

5. I do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Tort Claim(s).

~~5.6.~~ I intend the foregoing undertakings to accord with the principles set forth in *Drake v. Ryan*, 514 N.W. 2d 785 (Minn. 1994) and not in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).

7. I understand and agree that the Trust's payment(s) to me do(es) not constitute an admission of liability of any kind or nature by the Archdiocese, the Reorganized Debtor, the Trust, any Settling Insurer Entity or any Protected Party.

~~6.8.~~ I agree to be bound by the ~~Channeling Injunction~~Injunctions set forth in Article 13.3, 13.5, and 13.6 of the Plan, including the injunctive relief for the benefit of the non-debtor parties.

~~7.9.~~ I approve of the Insurance Settlements embodied in the Plan.

~~8.10.~~ I represent and warrant that I have not assigned or otherwise transferred any interest in my Tort Claim(s).

~~9.11.~~ This Agreement shall be binding upon my successors, heirs, agents and representatives.

Name of Creditor: _____

Claim Number: _____

Signature: _____

Dated: _____

EXHIBIT F

COUNSELING FUND PROCESS

**COUNSELING FUND PROCESS FOR HOLDERS OF CLASS 6 AND
CLASS 7 CLAIMS FILED IN THE CHAPTER 11 CASE OF THE
ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS**

I. OVERVIEW

This Counseling Fund Process is established pursuant to Section 5.2(p) of the Plan for purposes of outlining the procedures for Pending Tort Claimants and Future Tort Claimants (holders of Class 6 and Class 7 Claims) to request counseling and therapy payment assistance from the Archdiocese. Unless otherwise stated herein, capitalized terms used herein shall have the meanings assigned to them in the Plan.

Holders of Class 6 and Class 7 Claims shall be entitled to request counseling and counseling therapy payment assistance in accordance with the procedures outlined below. The Archdiocese may, in its sole discretion, also provide counseling and therapy payment assistance to holders of Disallowed Tort Claims. The Archdiocese will only pay for cognitive-behavior, prolonged exposure, and eye movement desensitization and reprocessing (EMDR) treatment approaches. The Archdiocese will not pay for missed or cancelled appointments, transportation expenses, or expenses associated with missed work or child-care, prescription drugs, over-the-counter medications, in-patient care, out-patient care or for any expenses other than qualified counseling therapy.

This Counseling Fund Process is a voluntary program established by the Archdiocese for the purposes of providing Tort Claimants who qualify with access to optional counseling and therapy payment assistance. By participating in this Counseling Fund Process, no common law rights, contract or policy of insurance is created by and between the Archdiocese and any Tort Claimant who elects to participate.

II. PROCEDURE FOR REQUESTING COUNSELING/THERAPY PAYMENT ASSISTANCE

A. Prior Request Required

Subject to the qualification below, all requests for counseling or therapy payment assistance must be made in advance. The Archdiocese is not obligated to provide counseling or therapy payment assistance unless the request for counseling or therapy payment assistance has been provided to and approved of by the Archdiocese in accordance with this Counseling Fund Process.

In cases of emergency, the Tort Claimant's clinician or the claimant may seek retroactive payment of therapy costs incurred; provided, however, that (i) the Archdiocese will only pay costs incurred in the two week period preceding the date on which Archdiocese receives the retroactive payment request; and (ii) the Archdiocese will only pay costs incurred and not otherwise paid by the Tort Claimant's insurance.

B. Procedure for Requesting Counseling/Therapy Payment Assistance

To request counseling or therapy payment assistance, Tort Claimant's clinician must complete the attached "Request for Counseling/Therapy Assistance" form (attached as **Exhibit A**) and return the form along with a copy of the clinician's license to:

Archdiocese of Saint Paul and Minneapolis
ATTN: Office of Ministerial Standards and Safe Environment
777 North Forest Street
St. Paul, MN 55106

To ensure the quality of the counseling or therapy and objectivity in review of the proposed treatment plans, all treatment plans will be reviewed by a qualified, outside professional in the field, independent of the Archdiocese, and with the professional credentials necessary to review such plans.

The Archdiocese will respond to all requests for counseling or therapy payment assistance within fourteen (14) days.

The Archdiocese will approve the counseling or therapy payment assistance request and provide for payment assistance as outlined below provided the following conditions are met:

- the patient is a Tort Claimant under the Plan;
- The Tort Claimant is not an insured under an existing insurance policy that provides for the full reimbursement of expenses for counseling and therapy services described in this Counseling Fund Process;
- the Request for Counseling/Therapy Payment Assistance form is complete;
- the clinician is licensed as required in Section II.B.1 below;
- the clinician provides a treatment plan and an executed authorization for release of medical records to the Archdiocese as required in Section II.B.2 below; and
- the clinician submits monthly bills as required in Section II.B.4 below.

1. Licensed Clinician

The Archdiocese will not pay for counseling or therapy unless the clinician is licensed as a counselor, therapist, psychologist, or psychiatrist in the state in which the clinician is practicing and will be treating the patient.

2. Treatment Plan

The clinician must submit a treatment plan (substantially in the form attached hereto as **Exhibit B**) and an executed authorization for release of medical records (in a form, satisfactory to the Archdiocese and that complies with applicable state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 in the form attached hereto as **Exhibit C**) to the Archdiocese as soon as practical. In all cases, the treatment plan and the executed authorization for release of medical records must be submitted to the Archdiocese prior to the clinician's fourth session with the patient. If the patient will have three (3) or fewer sessions with the clinician, the clinician is not required to submit a treatment plan.

The authorization for release of medical records is required to allow the clinician to provide the treatment plan and copies of any other supporting materials the clinician believes are necessary for the clinician to document and justify the clinical appropriateness of the treatment and to obtain payment from the Archdiocese. In accordance with the authorization for release of medical records, the Archdiocese may provide the treatment plan and any supporting materials to an independent third party, qualified to review the clinical appropriateness of the treatment plan. The Archdiocese and the independent third party retained to review the treatment plan will only use and disclose confidential information in accordance with the terms of the authorization for release of medical records.

The clinician must submit a follow-up treatment plan (substantially in the form attached hereto as **Exhibit B**) after the completion of the twenty-sixth (26th) session, but prior to the thirtieth (30th) session. The Archdiocese is not required to pay for treatment sessions beyond the twenty-sixth (26th) session if the clinician does not submit a follow-up treatment plan.

3. Second Opinion of Treatment Plan

The Archdiocese intends to provide counseling and therapy payment assistance to the holders of all Tort Claimants for as long as is medically efficacious. To ensure that resources remain available for those desiring and benefiting from counseling and therapy, the Archdiocese reserves the right to request a second opinion of the treatment plan submitted by the clinician.

In such circumstances, the Archdiocese may request that the clinician consult with a counter-part independent licensed clinician and obtain a second opinion from a counter-part independent licensed clinician regarding the treating clinician's proposed treatment of the patient. If such a request is made, the Archdiocese is not obligated to continue payments until the treating clinician submits an updated treatment plan containing (i) the results of the consultation with the independent clinician and (ii) a certification from the independent clinician that the independent clinician agrees with the proposed treatment. If the independent clinician disagrees with the proposed treatment, and the clinicians cannot agree on an acceptable treatment, the Archdiocese may, in its sole discretion, decline payment for the additional sessions.

For purposes of this section a counter-part independent licensed clinician is a clinician who: (i) is licensed in the state in which the patient is being treated; (ii) possesses the same type of license as the treating clinician (e.g., counselor, social worker, therapist, psychologist, or

psychiatrist) and; (iii) is not related to or employed by the treating clinician, employed by the same entity or an entity under common ownership as the treating clinician, or employed by the Archdiocese.

In the event the Archdiocese declines payments for additional sessions pursuant to this section, the patient may ask for a review by a second independent clinician. The opinion of the second independent clinician will be binding. Nothing in this section prevents a patient from requesting therapy assistance at a later date or from a different clinician, provided the requirements of Section II of this Counseling Fund Process are met.

4. Procedure for Billing

The clinician must submit a monthly bill, including (i) the clinician's state license number; (ii) the clinician's tax identification number (or social security number); and (iii) the patient's name and address to:

Archdiocese of Saint Paul and Minneapolis
ATTN: Office of Ministerial Standards and Safe Environment
777 North Forest Street
St. Paul, MN 55106

C. Change in Law or Circumstance

The Archdiocese reserves the right to revise, amend, or supplement these procedures from time to time as necessary to account for changed facts or circumstances or to comply with changes in applicable law.

III. COUNSELING/THERAPY PAYMENT ASSISTANCE TO BE PROVIDED

If the requirements in Section II.B are met, the Archdiocese will pay for one (1), one (1) hour session per week (with a clinical therapy hour being considered to be sixty minutes) to the extent the cost of the session is not fully covered under an existing insurance policy held by the Tort Claimant. More frequent sessions may be approved on a case-by-case basis, at the Archdiocese's sole discretion. The Archdiocese will pay normal and customary fees for sessions with the clinician up to a maximum hourly rate of \$200.

The provisions of this Counseling Fund Process are intended to ensure that all Tort Claimants are treated equitably and have an opportunity to receive counseling and therapy payment assistance through the finite resources available in the Counseling Fund.

REQUEST FOR COUNSELING/THERAPY PAYMENT ASSISTANCE

Date _____

Patient Information

Name of Patient _____

Address _____

Clinician Information

General Information

Name of Clinician _____

Address _____

Phone Number _____

Tax Identification Number _____

OR

Social Security Number _____

Email _____

License Information

State of Licensure _____

License Number _____

Expiration Date _____

Type of License Clinical Psychologist Licensed Clinical Social Worker

Other, please specify: _____

Have you ever had disciplinary action taken against your license: Yes No

If yes, please explain on additional paper.

Degree/Education Information

Type of Degree M.S.W. Ph.D.

Psy.D

Other, please specify: _____

Where did you receive your degree from: _____

Explain your approach and preferred methods with regard to psychological intervention:

Practice Information

Practice Type Solo Practice (Name of Business: _____)
 Group Practice (Group Name: _____)
 Facility Based Practice (Facility Name: _____)

Practice Location
(if different than address above) _____

Fees What is your fee per session: \$ _____
Do you offer a sliding scale: Yes No

Which of the following age groups do you treat? Children (0-12)
 Adolescents (13-17)
 Adults (18-39)
 Adults (over 40)

Which of the following treatment modalities do you use in your practice? Individual
 Group/Classes
 Family
 Marital
 Other

What are the major problems/disorders you primarily deal with in psychotherapy:

Please summarize your clinical expertise in dealing with people who have been sexually abused:

Insurance Information

Name of Malpractice Insurance Carrier _____
Address _____
Policy Number _____
Expiration Date _____
Amount of Coverage Per Occurrence _____

Required Documentation

Please include copies of the following documents with the completed Request for Therapy Assistance

1. A copy of your license
2. A copy of your business card
3. A copy of your malpractice insurance certificate or evidence of insurance

YOU MUST INCLUDE A COPY OF AN EXECUTED AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS WHEN YOU SUBMIT THE TREATMENT PLAN TO THE ARCHDIOCESE

For internal use only

Date of Receipt _____

Patient Bankruptcy Claim Number _____

Date of Approval _____

Patient Bankruptcy Classification Class 6, Class 7
(circle one)

TREATMENT PLAN

Patient Name/ID: _____

Initial
 Follow-Up

Clinician's Name: : _____

Address: _____

Phone: _____

Fax: _____

Email: _____

State of Licensure: _____

License Number: _____

Presenting Difficulties: _____

Please describe the purpose of your sessions with the patient (attach additional pages if necessary):

Please describe the psychotherapeutic approach or methods used with the patient (attach additional pages if necessary):

Have you discussed your approach or methods with other professionals or considered alternative approaches or methods: .

Current Psychiatric Medications: _____ Yes ___ No

If yes, please identify:

Have you had contact with the prescribing physician? ___ Yes ___ No

Treatment Goals:

Is the patient progressing in treatment? ___ Yes ___ No

Methods Used to Assess Progress:

Proposed Treatment Modality

	Start Date	How Often?
<input type="checkbox"/> Medication Management	_____	_____
<input type="checkbox"/> Individual Therapy (30')	_____	_____
<input type="checkbox"/> Individual Therapy (50-60')	_____	_____
<input type="checkbox"/> Family/Couple Therapy	_____	_____
<input type="checkbox"/> Group Therapy	_____	_____

Initial Date of Treatment: _____

Estimated End of Treatment: _____

YOU MUST INCLUDE A COPY OF AN EXECUTED AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS WITH THE TREATMENT PLAN

For internal use only

- Approved as submitted
 Second opinion of treatment plan required
-
-
-
-

AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS

TO: Medical Records Department

I, _____, authorize my clinician, _____,
(print patient's name) (print name of clinician or clinician's employers)
to provide copies of certain medical records, as described below, to the Office of Ministerial Standards and Safe Environment of the Archdiocese of Saint Paul and Minneapolis (the "Archdiocese"), or its representatives and agents, for the purpose of obtaining therapy payment assistance pursuant to the Archdiocese's Plan of Reorganization (the "Plan").

This authorization applies to all health and medical records, including current and previous records from other providers, that are included in or related to the treatment plan to be submitted by my clinician, on my behalf, to the Archdiocese, for the purpose of obtaining therapy payment assistance. I understand that my health and medical records may include reports and findings relating to care, evaluation, testing, history, progress, diagnosis, prognosis and treatment, including summaries, team conference reports, medical, surgical, pathological, psychiatric, psychological, pharmaceutical, school, vocational, social service, and day service reports. Records of child and adolescent patients may include reference to parental emotional illness, including the treatment of alcohol and drug abuse. This authorization also includes records for billings and payments for such health care services.

By putting my initials by each item below, I understand that I am authorizing my clinician to give the Archdiocese records that may contain information about:

- ___ mental health,
- ___ transmittable diseases like HIV/AIDS,
- ___ genetic records, and/or
- ___ drug and alcohol records.

I understand that the above information will only be provided to the Archdiocese to the extent that is in or related to my treatment plan that my clinician is submitting to the Archdiocese. I understand that I am not required to authorize the disclosure of the above information, but that obtaining therapy payment assistance from the Archdiocese may be affected if I withhold my consent.

I understand that the information disclosed under this authorization may be redisclosed by the Archdiocese to its attorneys, its insurance carriers and their attorneys, an independent third party retained by the Archdiocese to review the clinical appropriateness of my treatment plan or other organizations or persons performing services in connection with the Plan.

I understand that:

- I have the right to refuse to sign this authorization, but if I do not, I will not be eligible for therapy payment assistance pursuant to the Plan.
- Refusing to sign this authorization will not affect my treatment, payment, enrollment or eligibility for benefits with respect to my relationship with the clinician.
- I may inspect and receive a copy of the disclosed information as well as a copy of this signed authorization.
- I may take back (revoke) this authorization in writing, but revoking this authorization will not affect any actions already taken based upon it. Authorization may be revoked by sending such request by U.S. Mail to the office of the Ministerial Standards and Safe Environment of the Archdiocese of Saint Paul and Minneapolis, 777 North Forest Street, St. Paul, MN 55106.
- This authorization shall be effective for a period of one (1) year or until completion of the purposes for which this authorization was given.
- The released information may no longer be protected by federal privacy rules, but will continue to be protected by the terms of the Plan and any applicable state privacy regulations.
- A photostatic copy of this authorization shall be considered as effective and as valid as the original.

Patient's Signature: _____

Date: _____

Print Name: _____

DOB: _____

Patient's Authorized Representative's Signature: _____

Relationship of Authorized Representative: _____

EXHIBIT G

INSURANCE SETTLEMENT AGREEMENTS

SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND THE MEDIATOR'S CONFIDENTIALITY ORDER REGARDING MEDIATION/FOR DISCUSSION PURPOSES ONLY/ DRAFT SUBJECT TO SUBSTANTIAL MODIFICATION OR WITHDRAWAL AT ANY TIME/NOT TO BE DISCLOSED BY RECIPIENT TO ANYONE OTHER THAN THEIR IMMEDIATE CLIENTS

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback ("Agreement") is hereby made by, between and among the "Archdiocese Parties" (as defined in Section 1.1.3 below) and the "Insurer Entities" (as defined in Section 1.1.12 below).

RECITALS

WHEREAS, numerous individuals have asserted certain "Tort Claims" (as defined in Section 1.1.23 below) against the "Archdiocese" (as defined in Section 1.1.2 below);

WHEREAS, the "Insurer" (as defined in Section 1.1.11 below) or its predecessors issued, allegedly issued or may have issued certain insurance policies to the Archdiocese Parties or the Dominican Sisters of Sinsinawa doing business as Regina High School (the "Policies" as defined in Section 1.1.19 below);

WHEREAS, certain disputes between the Archdiocese Parties and the Insurer have arisen and/or may arise in the future concerning the Insurer's position regarding the nature and scope of its responsibilities, if any, to provide coverage to the Archdiocese Parties under the Policies in connection with Tort Claims (the "Coverage Disputes"), including those disputes at issue in the lawsuits captioned *Archdiocese of Saint Paul and Minneapolis v. The Continental Insurance Company, et al.*, Adversary Proceeding No. 15-3013 ("Coverage Suit");

WHEREAS, the Archdiocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Minnesota (Case No. 15-30125 (the "Reorganization Case")) on January 16, 2015 (the "Petition Date");

WHEREAS, the Archdiocese Parties and the Insurer Entities, 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 them;

WHEREAS, through this Agreement, the Archdiocese Parties intend to provide the Insurer Entities with the broadest possible release and the broadest possible buyback with respect to the Policies and to provide that the Insurer Entities shall have no further obligations now or in the future to the Archdiocese Parties and no further obligations now or in the future under the Policies;

WHEREAS, as part of the compromise and resolution of such disputes, the Archdiocese Parties and the Insurer Entities wish to effect a sale of the Policies pursuant to 11 U.S.C. § 363; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound, subject to the approval of the United States Bankruptcy Court for the District of Minnesota, the Archdiocese Parties and the Insurer Entities hereby agree as follows:

1. DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or herein shall have the meanings given to them in the Bankruptcy Code.

1.1.1 “Abuse” means actual or alleged sexual abuse as that term is defined in Minnesota Statutes § 541.073(1), as well as molestation, rape, undue familiarity, sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a non-consenting adult and another adult for which an Archdiocese Party is, was or may be liable or alleged to be liable.

1.1.2 “Archdiocese” means the diocesan corporation formed pursuant to Minnesota Statutes Section 315.16, which is the public juridic person of the Roman Catholic Archdiocese of Saint Paul and Minneapolis.

1.1.3 “Archdiocese Parties” means collectively the Archdiocese, including doing business as Regina High School, and any and all named insureds, insureds and additional insureds under the Policies (to the extent of and solely in their capacity as insureds), and Dominican Sisters of Sinsinawa solely in their capacity as operator of Regina High School; and in their capacity as such their respective predecessors and successors, and all of the foregoing, past, present, and future members, shareholders, trustees, officers, directors, officials, employees, agents, representatives, servants, contractors, consultants, professionals, volunteers, attorneys, professionals, insiders, subsidiaries, merged or acquired companies or operations, and their successors and assigns. Nothing herein is intended to mean that the Archdiocese operated Regina High School or that the Policies were limited to Regina High School.

1.1.4 “Bankruptcy Case Effective Date” means the date upon which the conditions in Article XII of the plan of reorganization in the Archdiocese’s Chapter 11 bankruptcy case (“Plan”) have been satisfied.

1.1.5 “Channeled Claim” means any Tort Claim or any other claim against any of the Archdiocese Parties or Settling Insurers that, directly or indirectly, arises out of, relates to, or is in connection with any Tort Claim, including any Related Insurance Claim.

1.1.6 “Claim” has the same meaning as that term is defined in section 101(5) of the Bankruptcy Code.

1.1.1 “Effective Date” means the date on which the Agreement is executed by all of the Parties.

1.1.7 “Extra-Contractual Claim” means any Claim against any of the Insurer Entities based, in whole or in part, on allegations that any of the Insurer Entities acted in bad faith or in breach of any express or implied duty, obligation or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith; failure to act in good faith; violation of any express or implied duty of good faith and fair dealing; violation of any unfair claims practices act or similar statute, regulation, or code; any type of alleged misconduct; or any other act or omission of any of the Insurer Entities of any type for which the claimant seeks relief other than coverage or benefits under a policy of insurance. Extra-Contractual Claims include: (i) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Insurer Entities’ handling of any Tort Claim or any request for insurance coverage, for any Tort Claim; (ii) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Policies and any contractual duties arising therefrom, including any contractual duty to defend the Archdiocese Parties against any Tort Claims; and (iii) the conduct of the Parties with respect to the negotiation of this Agreement.

1.1.8 “Final Order” means an order, judgment or other decree (including any modification or amendment thereof) that remains in effect and has not been withdrawn, vacated, or stayed, and as to which the time to appeal, petition for certiorari, petition for review, or move for reargument or rehearing has expired, and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, review, reargue, or rehear shall have been waived in writing, or, in the event that an appeal, writ of certiorari, petition for review, or reargument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari or review has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari, petition for review, or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Final Order.” For the avoidance of doubt, if the Plan is substantially consummated as defined in section 1101(2) of the Bankruptcy Code (“Substantial Consummation”), and any appeal of the confirmation order becomes equitably moot due to Substantial Consummation, the confirmation order shall be considered a Final Order.

1.1.9 “Future Tort Claim” means any Tort Claim that is neither filed, nor deemed filed, by the Claim Filing Date and that is held by an individuals who, on the Bankruptcy Case Effective Date, was under a disability recognized by Minn.

Stat. § 541.15 (or other applicable law suspending the running of the limitation period, if any).

1.1.10 “Future Tort Claimant” means the holder of a Future Tort Claim.

1.1.11 “Insurer” means State Farm Fire and Casualty Company.

1.1.12 “Insurer Entities” means the Insurer and its past, present and future parents, subsidiaries, affiliates, and divisions, each of their respective past, present, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies (to the extent of and in their capacities as insurers under the Policies), each of their respective past, present and future, directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators, and each of their respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them (to the extent of and in their capacity as such).

1.1.13 “Interests” means all liens, Claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, including any rights of contribution, indemnity, defense, subrogation, or similar relief.

1.1.14 “Mediation Orders” means those orders issued by the mediator in the course of the mediation ordered by the Bankruptcy Court in the Insurance Coverage Adversary Proceeding.

1.1.15 “Parties” means the Archdiocese Parties and the Insurer Entities. “Party” in the singular refers to either the Archdiocese Parties or the Insurer Entities as determined by the context in which the word is used.

1.1.16 “Pending Tort Claim” means any Tort Claim, other than a Future Tort Claim, including any Sexual Abuse Proof of Claim filed in this Chapter 11 case (form at Docket No. 188).

1.1.17 “Pending Tort Claimant” means the holder of a Pending Tort Claim.

1.1.18 “Person” means any individual, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, association, joint stock company, joint venture, estate, trust, unincorporated association, government or any political subdivision thereof, or other entity.

1.1.19 “Policies” means any and all known and unknown binders, certificates, or policies of insurance issued or allegedly issued by the Insurer to the Archdiocese as named insured or under which the Archdiocese is an insured, including purported State Farm Policy Nos. SM23839120 and 93-010482 and any policy issued or allegedly issued by the Insurer to Regina High School in which the

Archdiocese may have been listed as an insured, named insured, additional insured, or otherwise, including as a d/b/a of or joint venturer/partner in, Regina High School.

1.1.20 “Related Insurance Claim” means any Claim by any Person for defense, indemnity, contribution, subrogation, or similar relief that directly or indirectly arises out of, relates to, or is in connection with any Tort Claim or insurance claim including any such claim against the Insurer.

1.1.21 “Reorganized Debtor” has the meaning provided in Exhibit A to the Plan.

1.1.22 “Settlement Amount” means the State Farm Settlement Amount (as defined in Section 3.2 below).

1.1.23 “Tort Claim” means any Claim arising from Abuse where the Abuse took place or is alleged to have taken place in whole or part prior to the Bankruptcy Case Effective Date.

1.1.24 “Tort Claimant” means the holder of a Tort Claim.

2. THE REORGANIZATION CASE AND PLAN FOR REORGANIZATION

2.1 The Archdiocese shall file a Plan, including all exhibits, schedules and related documents, which shall be in all respects consistent with this Agreement and shall not deprive the Insurer Entities of any right or benefit under this Agreement or otherwise adversely affect the Interests of the Insurer Entities under this Agreement, along with a Disclosure Statement, within 10 days following execution of this Agreement. The Insurer Entities have approved the form of Plan as it relates to the transactions contemplated under this Agreement. The Archdiocese shall not modify the terms of the Plan as they relate to the transactions contemplated under this Agreement without the consent of the Insurer Entities.

2.1.1 The Plan shall include a Channeling Injunction and Supplemental Channeling Injunction that, as they relate to the Insurer Entities, will be substantially in the form as provided in Articles 13.3 and 13.5 of the Plan. Pursuant to section 105 of the Bankruptcy Code, barring and permanently enjoining all Persons who have held or asserted, or may in the future hold or assert, Channeled Claims and Related Insurance Claims from taking any action, directly or indirectly, for purposes of asserting, enforcing, or attempting to assert or enforce, any Channeled Claim or Related Insurance Claim, and channeling such Channeled Claims and Related Insurance Claims to a trust or trusts established pursuant to the Plan (“Trust”) as the sole and exclusive source of payment of any such Channeled Claims and Related Insurance Claims. Future modifications may be made to such Plan but, to the extent such modifications affect the Insurer Entities’ interests, such modifications may be made only if they are acceptable to the Insurer. The Insurer, however, shall not unreasonably withhold its consent to such modifications.

2.1.2 The Plan shall provide that this Agreement is binding on the Trust and that, before the Person appointed by the Bankruptcy Court to serve as the trustee of the Trust (the "Trustee") disburses any of the Settlement Amount to any Tort Claimant entitled to a distribution from the Trust, the Trustee shall determine whether any payment ("Conditional Payment") made pursuant to Section 1395y(b)(2)(B) of the Medicare Secondary Payer Act, codified at 42 U.S.C. § 1395y, and the regulations promulgated thereunder, found at 42 C.F.R. § 411.1 *et seq.* ("MSPA"), has been made to or on behalf of any such Tort Claimant. If any Conditional Payment has been made to or on behalf of such Tort Claimant, the Trustee shall, within the respective time period called for by the MSPA, (i) reimburse the appropriate Medicare trust fund for the appropriate amount, and (ii) submit the required information for any such Tort Claimant to the appropriate agency of the United States government. To assist the Trustee, the Plan shall provide as follows:

2.1.2.1 Before the Trustee pays any Tort Claimant, that Tort Claimant must provide a third-party vendor, which vendor has been approved by the Committee or the Trustee ("Approved Vendor") or, if no Approved Vendor has been retained by or on behalf of the Tort Claimant, the Trustee, with his or her name, date of birth, Social Security number or Health Insurance Claim Number (collectively, the "Personal Information"), a signed Social Security Release form or a Medicare Release form, or both, when requested by the Approved Vendor or the Trustee, as the case may be, and any other information or documents reasonably required to comply with this Section 2.1.2.

2.1.2.2 Each Tort Claimant who claims that he or she is eligible to receive, is receiving, or has received Medicare benefits (a "Medicare Beneficiary") expressly authorizes the Approved Vendor or the Trustee, as the case may be, to use the Personal Information to submit a query to the Social Security Administration to verify whether he or she is a Medicare Beneficiary.

2.1.2.3 Before the Trustee will pay any Tort Claimant who claims that he or she is not a Medicare Beneficiary, the Tort Claimant must provide a letter from an Approved Vendor supported by documentation from the Social Security Administration, received within ninety (90) days prior to the Trustee making such payment or, if no Approved Vendor has been retained by or on behalf of such Tort Claimant, documentation from the Social Security Administration received within ninety (90) days prior to the Trustee making such payment, confirming that the Tort Claimant is not a Medicare Beneficiary. In the absence of such a confirming letter or documentation, each Tort Claimant will be presumed to be a Medicare Beneficiary.

2.1.2.4 Each Medicare Beneficiary expressly authorizes the Approved Vendor or the Trustee, as the case may be, to use the Personal Information

to submit a query to the Centers for Medicare and Medicaid Services (“CMS”), the CMS Coordination of Benefits Contractor (“COBC”), and/or the Medicare Secondary Payer Recovery Contractor (“MSPRC”) to determine the amount of each and every Conditional Payment, if any, subject to reimbursement by a “primary plan,” as the phrase is defined in Section 1395y(b)(2) of the MSPA. Before the Trustee will make a distribution to any Medicare Beneficiary, such Medicare Beneficiary must provide the Trustee with a letter from the MSPRC (“MSPRC Letter”) received within ninety (90) days prior to the Trustee making such distribution: (a) setting forth the Conditional Payment estimate made to or on behalf of the Medicare Beneficiary that is subject to reimbursement by a “primary plan,” as the phrase is defined in Section 1395y(b)(2) of the MSPA; or (b) stating that no such Conditional Payment has been made to or on behalf of the Medicare Beneficiary. If the MSPRC Letter sets forth a Conditional Payment estimate, no distribution shall be made to such Medicare Beneficiary before the Trustee sets aside a reserve for the full amount of the Conditional Payment estimate, or pays a negotiated amount agreed to by the MSPRC and the Medicare Beneficiary. If the Trustee sets aside a reserve for the full amount of the Conditional Payment estimate, that reserved amount shall be withheld from the payment to the Medicare Beneficiary until the Conditional Payment estimate has been paid in full or a negotiated amount that has been agreed to by the MSPRC and the Medicare Beneficiary has been paid.

2.1.2.5 The failure by one or more Medicare Beneficiaries or other Tort Claimants to comply with these provisions shall not delay or impair the payment by the Trustee to any other Medicare Beneficiary or other Tort Claimant complying with these provisions.

2.1.2.6 Notwithstanding any of the above, a Tort Claimant can elect to provide the Trustee with the documentation required pursuant to Section 5.2(b)(3), without retaining an Approved Vendor and without providing an Approved Vendor or the Trustee with his or her Personal Information, except to the extent that such information is disclosed in such documentation or letter.

2.1.2.7 No Tort Claimant shall receive any payment from a Trust unless and until the Tort Claimant has executed a written release in the form at Exhibit E to the Plan.

2.2 The Archdiocese contemplates that the Court will set a hearing on approval of the Disclosure Statement and will issue an order requiring service of the Disclosure Statement by the Archdiocese in accordance with Local Rule 3017-1 (a). The Archdiocese shall serve and file, at least 14 days prior to the hearing date on the adequacy of the Disclosure Statement, separate motions to approve (a) the notice and solicitation procedures outlined below (the “Solicitation Motion”) and (b) the settlement, buyback and other transactions contemplated in this Agreement (the “Approval Motion”).

The Solicitation Motion shall request a hearing in conjunction with the hearing on adequacy of the Disclosure Statement. Both the Solicitation Motion and the Approval Motion shall be served and filed in accordance with the local rules governing the service and filing of motions.

2.3 The Solicitation Motion shall request that the Court approve a form of notice, reasonably acceptable to the parties, providing notice of the hearing to approve the settlement agreement. The Archdiocese shall further request that the Court authorize service of the Approval Notice with the solicitation package relating to the Plan. The Archdiocese contemplates that the solicitation package will include, in addition to the Approval Hearing Notice, (a) an order approving the Disclosure Statement and scheduling a hearing on confirmation of the Plan, (b) a cover letter or letters, (c) a form of ballot, and (d) copies of the Disclosure Statement and Plan (which, if authorized by the Court, may be provided by CD or disk). Unless otherwise authorized by the Court, the solicitation package shall be served on the parties specified in Local Rule 3017 (b). The Archdiocese may also seek authorization to serve state court counsel representing one or more holder of a Tort Claim with a single master solicitation package. The Archdiocese shall also post notice of the hearing on confirmation of the Plan electronically on the reorganization website maintained by the Archdiocese at <http://information.archspm.org/>.

2.4 The Solicitation Motion shall also request that the Court approve a form of published notice containing such information and notices as may be reasonably requested by the Insurer Entities to provide notice of the hearings on Approval Motion and confirmation of the Plan. The Solicitation Motion shall request that the Court direct that published notice be provided in the legal notice section of USA Today, and outside the legal notice section of the Star Tribune, Pioneer Press, and the Catholic Spirit at least 14 days prior to the hearing on confirmation of the Plan.

2.5 The Archdiocese shall request that the Approval Motion be heard in conjunction with the hearing on confirmation of the Plan, with objections to the Approval Motion to be served and filed on or before the deadline for filing objections to confirmation of the Plan.

2.6 In the Reorganization Case, the Archdiocese shall seek and obtain entry of a Final Order in form and substance acceptable to the Insurer that: (i) approves the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code; (ii) contains the Channeling Injunction and Supplemental Channeling Injunction; (iii) provides that this Agreement is binding on the Trust, the Reorganized Debtor, and any successors of the Trust or Reorganized Debtor; and (iv) provides substantially the same protections to the Insurer against Tort Claims that are afforded to other settling insurers under the Plan (the "Plan Confirmation Order").

2.6.1 The Plan Confirmation Order must be in all respects consistent with this Agreement and contain no provisions that diminish or impair the benefit of this Agreement to the Insurer Entities.

2.6.2 In seeking to obtain the Plan Confirmation Order, the Archdiocese must: (i) seek a confirmation hearing within a reasonable time; (ii) urge the Bankruptcy Court to overrule any objections and confirm the Plan; and (iii) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Plan Confirmation Order.

2.6.3 The form and manner of notice of the hearing to confirm the Plan and the form and manner of notice of the hearing as to the adequacy of the disclosure statement pertaining thereto are subject to advance approval by the Insurer, which approval cannot be unreasonably withheld.

2.6.4 Prior to entry of the Plan Confirmation Order, if the Bankruptcy Court lifts the stay pursuant to section 362 of the Bankruptcy Code as to any Tort Claim for which the Insurer is alleged to owe a defense, then, absent a determination by any court that the Insurer owes no defense obligation, the Insurer will defend the Tort Claim under a complete reservation of rights, including, but not limited to, the right to file a declaratory action or to reopen the Coverage Suit, and to withdraw from the defense. The Archdiocese will stipulate to relief from the automatic stay so that, and solely to the extent that, Insurer can promptly file the declaratory action and seek a judicial declaration that it has no obligation to defend. Any defense costs incurred by the Insurer in defending the Tort Claim will be deducted from the Settlement Amount, and the Insurer's liability for defense costs and all other payments will be capped at the Settlement Amount. For the avoidance of doubt, in the event that it is determined by a Final Order that the Insurer owes no duty to defend, the Insurer will nevertheless pay the Settlement Amount less any defense costs incurred pursuant to this paragraph if there is a Final Order confirming the Plan. If the defense fees and costs incurred reach the Settlement Amount, then Insurer will automatically be relieved of any defense duty or obligation and can withdraw from the defense without further obligation to defend or indemnify the Archdiocese with respect to any claims then in suit or any others that may thereafter be brought. The Archdiocese shall make sure that the claims are otherwise defended and not defaulted. No other insurer will have a right to seek indemnity or contribution from Insurer or Insurer Entities with respect to any claims whatever.

2.7 The Archdiocese agrees that the Trust, the Plan and the Trust Distribution Plan shall provide that the assets in the Trust shall be used solely for payment of indemnity, defense fees and costs, and expenses relating to reimbursing the United States government for reimbursement obligations for Conditional Payments made pursuant to the MSPA applicable to any given Medicare Beneficiary and, after satisfaction thereof, to such Medicare Beneficiaries and other Beneficiaries, as well as all other expenditures and disbursements as provided for in the Plan, Trust Agreement and Trust Distribution Agreement. Except for the payment of the Settlement Amount, the Insurer Entities shall not be obligated to make any other payments, including any payments to the Trust.

2.8 The Archdiocese will undertake all reasonable actions and cooperate with the Insurer, as applicable, in connection with its reinsurers, including responding to reasonable requests for information and meeting with representatives of reinsurers.

2.9 From the date of execution of this Agreement, the Parties shall cease all litigation activities against each other in the Coverage Suit; provided, however, that each Party may take whatever steps that, in its sole judgment, are necessary to represent its Interests as long as it remains a party in the Coverage Suit. For example, if the Bankruptcy Court lifts the stay pursuant to section 362 of the Bankruptcy Code as to any Tort Claim for which the Insurer is alleged to owe a defense, Insurer may reopen the Coverage Suit or file a separate declaratory action and seek a judicial determination that it owes the Archdiocese neither a duty to defend nor one to indemnify.

2.10 Within ten (10) days after the Insurer pays the Settlement Amount, the Archdiocese and the Insurer shall sign and file any necessary papers to effect a dismissal with prejudice of any and all claims asserted by any of the Parties against any of the other Parties.

2.11 Upon the Bankruptcy Case Effective Date, the Archdiocese shall use its best efforts to obtain the dismissal of other Claims, if any, against the Insurer by any other insurer in the Coverage Suit.

2.12 The Parties covenant not to sue each other until (a) the Final Bankruptcy Orders become Final Orders, at which time this covenant is superseded by the releases provided in Section 4, or (b) the date on which this Agreement is terminated, with the exception that if the Bankruptcy Court lifts the stay pursuant to section 362 of the Bankruptcy Code as to any Tort Claim for which the Insurer is alleged to owe a defense, Insurer may reopen the Coverage Suit or file a separate declaratory action in federal court as an adversary proceeding or proceeding related to the bankruptcy case, and seek a judicial determination that it owes the Archdiocese neither a duty to defend nor one to indemnify.

3. PAYMENT OF THE SETTLEMENT AMOUNT AND DISMISSAL OF COVERAGE SUITS

3.1 Conditions Precedent. The Insurer's obligation to pay the Settlement Amount are conditioned on the Archdiocese obtaining the Approval Order, and a Plan Confirmation Order (together the "Bankruptcy Orders") and all of the Bankruptcy Orders becoming Final Orders.

3.2 In full and final settlement of all responsibilities under and arising out of the Policies, and in consideration of the sale of the Policies to the Insurer Entities free and clear of all Interests of any Person, the Insurer Entities shall pay to a Trust the sum of Five Million Dollars (\$5,000,000) (the "Settlement Amount"), or such sum as remains after the payment of defense fees and expenses is deducted from the Settlement Amount, as is provided for in Section 2.6.4 above, within ten (10) days after the Insurer receives

written notice from the Archdiocese or the Trustee that confirms the Bankruptcy Orders are Final Orders and provides directions as to transmission of the payment.

3.3 The Parties agree that (i) the Settlement Amount set forth in Section 3.2 is the total amount the Insurer Entities are obligated to pay on account of any and all Claims under, arising out of, relating to, or in connection with the Policies (including Channeled Claims, any reimbursement obligations for Conditional Payments under the MSPA, and any Related Insurance Claims) and the defense thereof; (ii) under no circumstance will the Insurer Entities ever be obligated to make any additional payments to or on behalf of anyone in connection with the Policies, including any payments in connection with amounts allegedly owed under the MSPA or in connection with any Claims, including any Channeled Claims and any Related Insurance Claims; (iii) under no circumstance will the Insurer Entities ever be obligated to make any additional payments to or on behalf of the Archdiocese Parties or any Tort Claimants in connection with any policies of insurance issued or allegedly issued by the Insurer Entities with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Tort Claims, including any Channeled Claims and any Related Insurance Claims; and (iv) all limits of liability of the Policies, regardless of how the Policies identify or describe those limits, shall be deemed fully and properly exhausted. The Parties further agree that the Settlement Amount set forth in Section 3.2 is the full purchase price of the Policies.

3.3.1 The Parties agree and jointly represent that (i) the consideration to be provided by the Insurer Entities pursuant to this Agreement (including the Settlement Amount) constitutes a fair and reasonable exchange for the consideration granted to the Insurer Entities in this Agreement (including the releases set forth below), and (ii) the consideration to be provided by the Archdiocese Parties to the Insurer Entities pursuant to this Agreement (including the releases set forth below) constitutes a fair and reasonable exchange for the consideration granted to the Archdiocese Parties in this Agreement (including the Settlement Amount). The Insurer Entities are not acting as volunteers in paying the Settlement Amount, and the Insurer Entities' payment of the Settlement Amount reflect potential liabilities and obligations to the Archdiocese of amounts the Insurer Entities allegedly are obligated to pay on account of any and all Claims.

4. RELEASES AND SALE FREE AND CLEAR

4.1 Upon payment by the Insurer of the Settlement Amount pursuant to Section 3.2, the Archdiocese Parties hereby fully, finally, and completely remise, release, acquit, and forever discharge the Insurer Entities and any of their reinsurers or retrocessionaires, solely to the extent of and in their capacity as such, from any and all past, present, and future Claims arising out of or in any way related to the Policies, including any Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims or the Policies, including any Channeled Claims, Related Insurance Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Reorganization Case. This release specifically includes all future claims that are based in

whole or in part on the Tort Claims, Future Tort Claims, the Policies, or any other binder, certificate, or policy of insurance issued by the Insurer.

4.2 As of the first day on which the Bankruptcy Orders are Final Orders, the Insurer Entities hereby fully, finally, and completely remise, release, acquit, and forever discharge the Archdiocese Parties from any and all past, present, and future Claims, including any Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims, Future Tort Claims, the Policies, or any other binder, certificate, or policy of insurance issued by the Insurer Entities, including any Channeled Claims, Related Insurance Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Reorganization Case.

4.3 From and after the first day on which the Bankruptcy Orders are Final Orders, as set forth in the Approval Order, the Insurer hereby buys back the Policies free and clear of all Interests of all Persons (as set forth in the Approval Order), including all Interests of the Archdiocese Parties, any other Person claiming coverage by, through, or on behalf of any of the Archdiocese Parties, any other insurer, and any Tort Claimant. This sale is pursuant to sections 363(b) and 363(f) of the Bankruptcy Code. The Parties acknowledge and agree that (i) the Insurer is a good faith purchaser of the Policies within the meaning of section 363(m) of the Bankruptcy Code, and (ii) the consideration exchanged constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to the Policies and constitutes reasonably equivalent value. As set forth in the Approval Order, the releases in this Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws. As set forth in the Approval Order, upon entry of the Bankruptcy Orders as Final Orders, the Policies shall be terminated and of no further force and effect. The Insurer's payment of the Settlement Amount constitutes the Insurer's full and complete performance of any and all obligations under the Policies, including any performance owed to the Archdiocese Parties, and exhausts all limits of liability of the Policies. All Interests the Archdiocese Parties may have had, may presently have, or in the future may have in the Policies released pursuant to the terms of this Agreement. The Archdiocese Parties accept the Settlement Amount set forth in Section 3.2 in full and complete satisfaction of all the Insurer Entities' past, present, and future obligations arising from or in any way related to any of the Archdiocese Parties under the Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such claims arise from, relate to, or are in connection with the Channeled Claims, the Reorganization Case, or otherwise under the Policies.

4.4 Neither the releases set forth in this Section 4 nor any other provisions in this Agreement are intended to apply to or have any effect on the Insurer's right to reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Policies or any other binder, certificate, or policy of insurance issued by the Insurer.

4.5 Neither the releases set forth in this Section 4 nor any other provisions in this Agreement are intended to apply to or have any effect on the rights of any Person, including any Parish or Religious Order, to insurance or recoveries under an insurance policy that is not a Policy issued by the Insurer.

5. TERMINATION OF AGREEMENT

5.1 The Archdiocese or the Insurer may terminate this Agreement by providing written notice to the other Party if: (i) the Bankruptcy Court issues a Final Order dismissing the Reorganization Case; or (ii) one or more of the conditions (“Termination Conditions”) identified in Section 5.2 below occurs. Upon termination of this Agreement, this Agreement shall be void and of no effect, including the releases provided in Section 4, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Policies and any other binder, certificate, or policy of insurance issued by the Insurer as if this Agreement never existed.

5.2 Termination Conditions for purposes of Section 5.1 of this Agreement are: (i) the failure of the Archdiocese, after a good faith effort, to obtain, by June 1, 2017, the Bankruptcy Orders; provided, however, that this date shall be extended by up to one year at the request of either the Archdiocese or the Insurer and may be extended further by the consent of both the Parties, which consent shall not be unreasonably withheld; or (ii) the agreement of the Insurer and the Archdiocese that the Archdiocese should seek dismissal of the Reorganization Case.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

6.1 The Parties separately represent and warrant as follows:

6.1.1 To the extent it is a corporation, including a non-profit or church corporation, or other legal entity, the Archdiocese has the requisite power and authority to enter into this Agreement and to perform the obligations contemplated by this Agreement, subject only to approval of the Bankruptcy Court;

6.1.2 This 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 The Archdiocese Parties represent and warrant that they have not and will not assign any Interests in the Policies or any other binder, certificate, or policy of insurance issued by the Insurer, other than assigning the proceeds to the Trust pursuant to the Plan.

6.3 The Insurer represents and warrants that it is not aware of any other policies of insurance that it issued to the Archdiocese that may provide coverage for the Tort Claims.

6.4 The person(s) executing this Agreement on behalf of the Archdiocese Parties represents and warrants that he/she has authority to execute this Agreement, and provide the releases in Section 4, on their behalf.

7. ACTIONS INVOLVING THIRD PARTIES

7.1 For purposes of supporting the releases granted in Section 4 and the extinguishment of any and all rights under the Policies resulting from the purchase and sale thereof contemplated by this Agreement, the Archdiocese Parties hereby agree as follows:

7.1.1 From and after the first day on which the Bankruptcy Orders become Final Orders, if any other insurer of the Archdiocese Parties obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from any of the Insurer Entities as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for any of the Insurer Entities' alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense and/or indemnity obligation of any of the Insurer Entities for any Claims or reimbursement obligations released or resolved pursuant to this Agreement, the Archdiocese Party(ies), as applicable, shall voluntarily reduce its or their judgment against such other insurer(s) to the extent necessary to satisfy such contribution, subrogation, indemnification, or other claims against the Insurer Entities. To ensure that such a reduction is accomplished, from and after the Bankruptcy Case Effective Date, the Insurer Entities shall be entitled to assert this Section 7 as a defense to any action against them 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 in order to protect the Insurer Entities from any liability for the judgment or Claim. Moreover, from and after the Bankruptcy Case Effective Date if an insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against any of the Insurer Entities, such Claim may be asserted by the non-settling insurer as a defense against the Trust (under the Plan contemplated by the Agreement) in any coverage litigation (and the Trust may assert the legal and equitable rights of the Insurer Entities in response thereto); and to the extent such a Claim is determined to be valid by the court presiding over such action, the liability of such insurer to the Trust (or Archdiocese Parties) shall be reduced dollar for dollar by the amount so determined.

7.1.2 Unless this Agreement is terminated, the Insurer Entities shall not seek reimbursement for any payments they are obligated to make under this Agreement under theories of contribution, subrogation, indemnification, or other similar relief from any other insurer of the Archdiocese unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from the Insurer or any other insurer. The Archdiocese shall use its reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Section 7; provided, however, that the failure of the Archdiocese, despite its reasonable best efforts, to obtain such an agreement from any insurer with which it settles will not be a basis to terminate this Agreement or excuse the Insurer Entities from performing their respective obligations hereunder, including payment of the Settlement Amount.

7.2 From and after the Bankruptcy Case Effective Date, the Trust shall defend, indemnify, and hold harmless the Insurer Entities with respect to any and all Claims relating to the Policies, including all Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any of the Policies; (ii) any Person who has made, will make, or can make a Tort 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 of the Policies. This indemnification includes Claims made by Persons over whom the Archdiocese does not have control, including any other Person who asserts Claims against or rights to coverage under any of the Policies. The Trust's obligations to defend, indemnify and hold harmless the Insurer Entities under this Section 7.2 shall not exceed the Settlement Amount set forth in Section 3.2. The Insurer Entities agree to notify the Trust as soon as practicable of any Claims identified in this Section 7.2. In defense of any such Claims, the Trust may settle or otherwise resolve a Claim without the prior consent of the Insurer Entities. In the event that any Claims identified in this Section 7.2 are likely to exceed the amounts of the Trust's indemnification obligation, the Insurer Entities may engage counsel of their choice at their own expense and the Trust and the Insurer will cooperate with each other in the defense of such claims. The Trust will not settle such claim without the consent of the Insurer Entities but such consent shall not be unreasonably withheld.

7.3 If any Person attempts to prosecute a Channeled Claim or Related Insurance Claim against any of the Insurer Entities following the Petition Date, then promptly following notice to do so from the Insurer Entities against whom the Claim is asserted, the Trustee will file a motion and supporting papers to obtain an order from the Court, pursuant to Bankruptcy Code §§ 362 and 105(a).

8. MISCELLANEOUS

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this 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 Agreement to invalidate, interpret, or prevent the validation or enforcement, or carrying out, of all or any of the provisions of this Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

8.2 The Parties will take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement and to preserve its validity and enforceability.

8.3 The Parties shall cooperate with each other in connection with the Procedures Motion, the Approval Motion, the Procedures Order, the Approval Order, the Plan, the Plan Confirmation Order, and the Reorganization 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 Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.5 This Agreement may be modified only by a written amendment signed by the Parties, and no waiver of any provision of this 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 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 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 Agreement. No part of this 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 Agreement. All actions taken and statements made by the Parties or by their representatives, relating to this Agreement or participation in this 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 Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or insurance coverage. The Mediation Orders shall remain in full force and effect after the Effective Date of this Agreement for the avoidance of doubt. All related discussions, negotiations, and all prior drafts of this 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 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 (i) an action or proceeding to enforce the terms of this Agreement, including any use as set forth in Section 7.1.1, or (ii) any possible action or proceeding between the Insurer and any of its reinsurers. This Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the Insurer Entities' obligations under any of the Policies or any other binder, certificate, or policy of insurance issued by the Insurer, with respect to any Claims against the Insurer.

8.8 None of the Parties shall make any public statements or disclosures (i) regarding each other's rationale or motivation for negotiating or entering into this Agreement, or (ii) 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 arising out of, relating to, or in connection with the Policies or any other binder, certificate, or policy of insurance issued by the Insurer, including handling of or involvement in connection with the Tort Claims or the resolution of the Tort Claims.

8.9 Neither this Agreement nor the rights and obligations set forth in this Agreement shall be assigned without the prior written consent of the other Parties; provided, however, that the Archdiocese's rights and obligations may be assigned to the Trust pursuant to the Plan.

8.10 The Archdiocese Parties and the Insurer Entities have received the advice of counsel in the preparation, drafting, and execution of this Agreement, which was negotiated at arm's length.

8.11 Section titles and/or headings contained in this 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 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 Archdiocese Parties:

Joseph F. Kueppers
Chancellor for Civil Affairs
Office of the Chancellor for Civil Affairs
Archdiocese of Saint Paul and Minneapolis
222 Summit Avenue
Saint Paul, MN 55102

and

With a copy to:

Charles B. Rogers and Lauren E. Lonergan
Briggs and Morgan, P.A.
Suite 2200
80 South Eighth Street
Minneapolis, MN 55402

If to the Insurer Entities:

With a copy to:

Leatha Wolter
Jeffrey Thompson
Meagher & Geer, P.L.L.P.
33 South Sixth Street, Suite 4400
Minneapolis, MN 55402

8.13 This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This 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 Agreement shall be deemed or construed to constitute (i) an admission by the Insurer Entities that the Archdiocese Parties, or any other Person was or is entitled to any insurance coverage under the Policies or any other binder, certificate, or policy of insurance issued by the Insurer or as to the validity of any of the positions that have been or could have been asserted by the Archdiocese Parties, (ii) an admission by the Archdiocese Parties as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by the Insurer Entities or any Claims that have been or could have been asserted by the Archdiocese Parties against the Insurer Entities, or (iii) an admission by the Archdiocese Parties or the Insurer Entities of any liability whatsoever with respect to any of the Tort Claims.

8.15 All of the Persons included in the definition of Insurer Entities are intended beneficiaries of this Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Agreement, there are no third-party beneficiaries of this Agreement.

8.16 The Archdiocese Parties and the Insurer shall each be responsible for their own fees and costs incurred in connection with the Reorganization Case, this Agreement, and the implementation of this Agreement.

8.17 The following rules of construction shall apply to this Agreement:

8.17.1 Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Agreement; and (iv) 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 Agreement.

8.17.3 The wording of this 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 Agreement shall not be construed in favor of or against any Person.

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 Agreement when the stated intent is not achieved.

8.18 The Bankruptcy Court in the Reorganization Case shall retain exclusive jurisdiction to interpret, enforce and apply the provisions of this Agreement, which shall be construed in accordance with Minnesota law.

8.19 This Agreement and the Archdiocese's obligations under this Agreement shall be binding on the Archdiocese and the reorganized Archdiocese and shall survive the entry of the Plan Confirmation Order.


8.20 This Agreement shall be effective on the Effective Date.

8.21 This Agreement shall be interpreted, governed and enforced in accordance with Minnesota state law.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

**On behalf of the ARCHDIOCESE PARTIES
(as defined herein)**

By: 

Date: 5-26-16

Witness: Ruth Porter

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date indicated below.

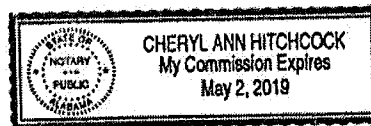
On behalf of **INSURER ENTITIES**
(as defined herein)

By: Vanessa P. Watterd

Title: Claim Section Manager

Date: May 26, 2016

Witness: Cheryl Ann Hitchcock



SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Settlement Agreement”) is made by and between the Archdiocese of Saint Paul and Minneapolis, on its own behalf and as successor to the Diocese of Saint Paul (collectively “Claimant” or “the Archdiocese”), on the one hand, and Roger A. Sevigny, Insurance Commissioner of the State of New Hampshire, solely in his capacity as Liquidator (“Liquidator”) of The Home Insurance Company (“Home”), on the other hand (the Claimant and the Liquidator are hereinafter referred to collectively as the “Parties”).

WHEREAS, Home issued the following insurance policies to the Diocese of Saint Paul, under which Claimant is insured:

<u>Policy Number</u>	<u>Policy Period</u>
CGL 54010	8/1/61 to 8/1/64
CGL 63810	8/1/64 to 8/1/67

which together with all other insurance policies that Home may have issued to Claimant are defined collectively as the “Policies”;

WHEREAS, Home is being liquidated pursuant to the June 13, 2003 Order of the Merrimack County Superior Court (the “Liquidation Court”), pursuant to which the Liquidator was appointed as the Liquidator of Home;

WHEREAS, Claimant submitted a claim in the Home liquidation estate with respect to insurance coverage for bodily injury liabilities that has been assigned the following proof of claim number:

INSU713669

which, together with any other proofs of claim hereinbefore or hereinafter filed by Claimant in the Home liquidation are defined collectively as the “Proofs of Claim”;

WHEREAS, Claimant has filed a petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Minnesota (“the

Bankruptcy Court”), and its petition remains pending under the caption *In re Archdiocese of Saint Paul and Minneapolis*, No. 15-bk-30125-RJK (Bankr. D. Minn.);

WHEREAS, the Parties are desirous of resolving all claims that were asserted, or could have been or could be asserted, between them and of resolving all matters as between them concerning the Proofs of Claim and concerning all rights and obligations as between them with respect to the Policies;

NOW, THEREFORE, in consideration of all the respective transactions contemplated by this Settlement Agreement, and the mutual covenants and representations herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. All definitions contained in the recitals above are incorporated in this Agreement as if fully set forth herein.

2. Effectiveness. This Settlement Agreement is conditioned and shall become effective only upon the occurrence of all of the following events

A. A final order (that is, an order from which no appeal lies, or which has been affirmed on all available appeals) (“Final Order”) from the Liquidation Court approving the Settlement Agreement and a Class II priority allowance in the full Recommended Amount (“Final Liquidation Court Approval Order”). The Liquidator shall move at his expense to obtain a Final Liquidation Court Approval Order.

B. Final Orders in the Archdiocese’s bankruptcy proceeding (collectively “Final Bankruptcy Court Orders”) approving each of:

(1) The Settlement Agreement. Claimant shall move at its expense for approval of this Settlement Agreement by the Bankruptcy Court.

- (2) A buyback of the Policies pursuant to Section 363 of the Bankruptcy Code in return for a Class II priority allowance in the amount of the Allowed Amount; and
- (3) A Plan of Reorganization (“Plan”), providing a channeling injunction, similar in substance to such provisions approved in other diocesan Plans, with such variations as may be required or appropriate in light of local rules or standards of practice, in favor of the Liquidator and Home, such that any and all claims relating to the Policies are channeled to a trust established pursuant to the Plan. The channeling injunctions shall channel claims by third-party claimants and by other insurers alleging they are entitled to contribution, indemnification, or subrogation with respect to the Policies, as well as claims by persons or entities alleging that they are insured under the Policies.

The “Effective Date” of this Settlement Agreement is the date upon which both a Final Liquidation Court Approval Order and all Final Bankruptcy Court Orders are entered. In the event that a Final Liquidation Court Approval Order or any Final Bankruptcy Court Orders are not entered, this Settlement Agreement shall be null and void and without any force or effect, and the Parties shall return to their positions status quo ante this Settlement Agreement as if no such agreement ever was reached, with this Settlement Agreement thereafter being inadmissible for any purpose in any dispute between the Parties.

3. Review of Plan by Liquidator. The Archdiocese will provide the Liquidator with the draft of the initial Plan in the form it exists as of that point in time no later than ten days prior to filing. Liquidator shall review those portions of the Plan which he deems pertinent to this Settlement Agreement prior to the date on which Claimant intends to file the Plan. The Liquidator may withdraw from this Agreement within five days of receipt of the initial Plan by the Liquidator if the Liquidator determines that the Plan does not adequately protect the interests of the Liquidator and Home.

4. Recommendation, Allowance, and Classification of Claims.

A. Subject to all the terms of this Settlement Agreement, and with the agreement of Claimant, which by Claimant's execution hereof is hereby granted, the Liquidator shall recommend pursuant to N.H. RSA 402-C:45 that the Proofs of Claim be allowed in the amount of \$14,200,000 (the "Recommended Amount") as a Class II priority claim under N.H. RSA 402-C:44. The Liquidator shall seek allowance of the Recommended Amount as a Class II priority claim by the Liquidation Court in the Liquidator's motion for approval of this Settlement Agreement.

B. Upon the Effective Date, allowance of the Recommended Amount as a Class II claim by the Liquidation Court ("Allowed Amount") shall fully and finally resolve the Proofs of Claim and any and all other claims of whatever nature that Claimant has against Home under the Policies.

C. Upon the Effective Date, Claimant will become a Class II creditor in the Home liquidation estate pursuant to N.H. RSA 402-C:44, and Claimant shall, subject to this Settlement Agreement, receive distributions on the Allowed Amount at the same intervals and at the same percentages as other Class II creditors of Home.

D. Neither the Liquidator nor Home shall seek reimbursement of the Allowed Amount or any part thereof, directly or indirectly, from any person or entity, whether by way of a claim for contribution, indemnification, subrogation, retrospective premium, deductible, or otherwise; provided that nothing in this Paragraph 4D shall preclude the Liquidator from seeking reimbursement of such amounts from Home's reinsurers, solely in their capacities as such, nor shall anything in this Paragraph 4D preclude the Liquidator from raising the Settlement Agreement and the Allowed Amount as a defense

to any claim for contribution, indemnification, subrogation, retrospective premium, deductible, or otherwise made by another insured under the Policies. Further, in the event any insurer (a "Plaintiff Insurer") first asserts against the Liquidator or Home a claim for contribution, indemnification, or subrogation in connection with the Policies, the Liquidator may assert such claim against that Plaintiff Insurer. In the event that the Claimant reduces the judgment against such Plaintiff Insurer in accordance with paragraph 9, or otherwise obtains waiver or a release from the Plaintiff Insurer for its claim against Home or the Liquidator, the Liquidator and Home shall dismiss its claim against Plaintiff Insurer so long as Plaintiff Insurer also releases, dismisses or waives its claim against the Liquidator and Home. In the event that the Liquidator or Home successfully prosecutes a claim for contribution, indemnification, or subrogation against any Plaintiff Insurer, and the Liquidator or Home's recovery exceeds the recovery of the Plaintiff Insurer, the Liquidator shall transfer to Claimant the difference between the Liquidator or Home's recovery from the Plaintiff Insurer and the Plaintiff Insurer's recovery from the Liquidator or Home, less any litigation expenses incurred by the Liquidator or Home.

5. Release by Claimant. Subject to the terms of this Settlement Agreement, upon the Effective Date, Claimant for itself and on behalf of its Archbishop and auxiliary bishops, trustees, officers, directors, employees, personnel, agents, attorneys, subsidiaries, affiliates, predecessors, successors and assigns, and any other insureds under the Policies, solely in their capacities as such, irrevocably and unconditionally releases and discharges the Liquidator and Home and each of their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors, and assigns (including any trustee or other statutory

successor), solely in their capacities as such (collectively, the “Liquidator Released Parties”), from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and/or demands, whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty or equity, arising from or related to the Proofs of Claim or to the Policies, which the Claimant or its subsidiaries, affiliates, predecessors, successors, and assigns, solely in their capacities as such, ever had, now have, or hereafter may have against the Liquidator Released Parties, arising from or related to the Proofs of Claim or to the Policies. For the avoidance of doubt (and without admitting that parishes are subsidiaries, affiliates, predecessors or successors of the Archdiocese), this release does not apply to any parishes insured under insurance policies other than the Policies.

6. Release by Liquidator. Subject to the terms of this Settlement Agreement, upon the Effective Date, the Liquidator, in his capacity as such, and on behalf of Home and each of their respective officers, directors, employees, agents, attorneys, subsidiaries, affiliates, predecessors, successors and assigns, solely in their capacities as such, irrevocably and unconditionally releases and discharges Claimant, its Archbishop and auxiliary bishops, and each of Claimant’s trustees, officers, directors, employees, personnel, agents, attorneys, subsidiaries, affiliates, predecessors, successors, assigns and any other insureds under the Policies, solely in their capacities as such (collectively, the “Claimant Released Parties”), from any and all actions, causes of action, liabilities, adjustments, obligations, offsets, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, premiums, losses, salvage, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents,

executions, claims, and demands, whether known or unknown, suspected or unsuspected, fixed or contingent, in law, admiralty, or equity, arising from or related to the Proofs of Claim or to the Policies, which the Liquidator, Home, or their subsidiaries, affiliates, predecessors, successors, and assigns, solely in their capacities as such, ever had, now have, or hereafter may have against Claimant Released Parties arising from or related to the Proofs of Claim or to the Policies. (For the avoidance of doubt, the Claimant Released Parties includes parishes only to the extent they are insureds under the Policies.)

7. Resolution of Matters. The Parties acknowledge that this Settlement Agreement is intended to resolve all matters as between them arising out of or relating to any rights or obligations the Parties ever had, now have, or hereafter may have under the Policies or the Proofs of Claim. Claimant agrees that it will not look to Home for any further payment relating to any claims of third-party claimants against Claimant. Claims against Claimant will be addressed by Claimant or its assignee as if there had been no liquidation proceeding against Home and as if Claimant had no insurance coverage from Home by virtue of the Policies, except that Claimant can take into account the fact of this Settlement Agreement, the Allowed Amount, and the parties' evaluations of the third party claims encompassed by the Proofs of Claim in establishing exhaustion of all of Claimant's applicable primary layers of insurance and analyzing the assets available to Claimant for payment of third-party claims. The Liquidator is aware of a proof of claim submitted by the Church of the Nativity of Our Lord in St. Paul, Minnesota, in which the claimant asserts an entitlement to coverage under the Policies. The Archdiocese represents that it has the authority to release the claim of this claimant as set forth in Paragraph 5 of this Agreement.

8. Mutual Release of Settling Carriers. Claimant agrees to use reasonable commercial efforts to cause any settlement agreement it enters into after the effective date of this Settlement Agreement with any other insurance company (or liquidator thereof) regarding insurance coverage for bodily injury claims to include a waiver by that other insurance company (or liquidator) of any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, against Home regarding insurance coverage for bodily injury claims. Without need for further action, the Liquidator agrees to waive, relinquish, and release any claim, including contribution, apportionment, indemnification, subrogation, equitable subrogation, allocation, or recoupment, regarding insurance coverage for bodily injury claims or sexual misconduct against any other insurance company which executes a settlement with Claimant that includes a provision that is materially the same as this Paragraph 8.

9. Multiple Claims. New Hampshire RSA 402 C:40 (IV) provides that in the event multiple claims against the same policy limit are filed, and the aggregate allowed amount of all claims to which the same limit of liability in the policy is applicable exceeds that limit, then each claim as allowed shall be reduced in the same proportion so that the total equals the policy limit. The Liquidator will be unable to determine whether, or the extent to which the Recommended Amount may be subject to proration until all claims against the Policies are identified and evaluated. If the aggregate allowed amount of claims exceeds the applicable limit such that Claimant's claim is subject to proration, the Liquidator will inform Claimant accordingly.

10. Judgment Reduction. In the event that Claimant obtains a judgment against any insurer, Claimant shall reduce or return the amount of any judgment, including any associated interest or costs, to which Claimant would be entitled in connection with any cause of action against any such insurer to the extent necessary to extinguish any liability of the Liquidator and

Home for any claim by such insurer against the Liquidator or Home with respect to such judgment.

11. No Assignments. Solely to the extent of matters released under this Settlement Agreement: (a) Claimant warrants and represents that, as of the date on which it executed this Agreement, Claimant has not assigned, conveyed, or otherwise transferred any claims, demands, causes of action, rights, or obligations related in any way to the Policies, or any proceeds thereof, or the Proofs of Claim, or the claims, losses, and expenses released herein, to any person or entity; and (b) Claimant shall not assign or otherwise transfer this Settlement Agreement or any rights or obligations thereunder without the written consent of the Liquidator, which consent shall not be unreasonably withheld, except that Claimant's rights and obligations under this Settlement Agreement may without further consent of the Liquidator be assigned to a trust created pursuant to a Plan for the benefit of Tort Abuse Claimants within the meaning of the Plan upon the fulfillment of all conditions set forth in paragraph 2, provided that, as a condition of the assignment, the trustee accepts the obligations of Claimant under Paragraph 12 of this Agreement.

12. Further Assurances. The Parties shall take all further actions as may be necessary to carry out the intent and purpose of this Settlement Agreement and to consummate the transactions contemplated herein. If Claimant becomes obligated under the Medicare Secondary Payer Act and the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Acts"), Claimant agrees to provide claims data to the Centers for Medicare and Medicaid Services. Claimant also agrees to provide claims data to the Liquidator, if and when requested, in the event that the Liquidator becomes obligated under the Acts in connection with any funds distributed pursuant to this Agreement. The Liquidator shall keep any information and

documents received from the Claimant pursuant to this Section 7 confidential and shall not use such information for any purpose other than meeting obligations under the Acts.

13. Governing Law and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflicts of law provisions thereof. However, any interpretation of the Policies shall be governed by the laws of Minnesota without regard to the conflicts of law provisions thereof. The Parties agree that the exclusive venue for any dispute between the Parties arising out of the Proofs of Claim, the Policies, or this Settlement Agreement shall be the Liquidation Court, except for matters over which the Bankruptcy Court has exclusive jurisdiction.

14. Due Diligence. The Parties acknowledge and agree that, in negotiating and executing this Settlement Agreement, they have relied upon their own judgment and upon the recommendations of their own legal counsel, that they have read this Settlement Agreement and have had the opportunity to consider its terms and effects, and that they have executed this Settlement Agreement voluntarily and with full understanding of its terms and effects. This Settlement Agreement is the product of negotiations between the Parties. No Party shall be charged with having promulgated this Settlement Agreement, and the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement.

15. No Third Party Rights. This Settlement Agreement is entered into solely for the benefit of the Liquidator, Home and Claimant, and is not intended to, and does not give or create any right to or in any person or entity other than the Parties.

16. Counterparts. This Settlement Agreement may be executed in multiple counterparts, each of which, when so delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. The Parties agree that a signature sent by

facsimile or electronic mail to the other Party shall have the same force and effect as an original signature.

17. Power and Authority to Execute. Subject to the approvals of the Liquidation Court and the Bankruptcy Court as set forth in Paragraph 2, each Party hereto represents and warrants that it has the full power and authority to execute, deliver, and perform this Settlement Agreement; that all requisite and necessary approvals have been obtained to consummate the transactions contemplated by this Settlement Agreement; that there are no other agreements or transactions to which it is a party that would render this Settlement Agreement or any part thereof, void, voidable or unenforceable; that each individual signing on behalf of a Party has been duly authorized by that Party to execute this Settlement Agreement on its behalf; and that no claims being released under the terms of this Settlement Agreement have been assigned, sold, or otherwise transferred to any other entity.

18. Successor-in-Interest Bound. This Settlement Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective trustees, officers, directors, employees, liquidators, receivers, administrators, agents, representatives, successors, and assigns.

19. Entire Agreement. This Settlement Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof. This Settlement Agreement supersedes all prior agreements and understandings, whether written or oral, concerning such matters.

20. Survival of Warranties and Representations. The warranties and representations made herein shall survive the execution of this Settlement Agreement.

21. Validity of Settlement Agreement. Subject to approval of this Settlement Agreement by the Liquidation Court and Bankruptcy Court as required by Paragraph 2, each

Party represents and warrants that this Settlement Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms.

22. No Waiver. No waiver of any right under this Settlement Agreement shall be deemed effective unless contained in a writing signed by the Party or an authorized representative of the Party charged with such waiver, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other provision of this Settlement Agreement. This Settlement Agreement may not be amended except in a document signed by authorized officials of both Parties.

23. Notice. All notices to be given under this Settlement Agreement shall be given by facsimile and first class U.S. mail directed to:

If to Claimant, to:

Joseph F. Kueppers
Chancellor for Civil Affairs
Office of the Chancellor for Civil Affairs
Archdiocese of Saint Paul and Minneapolis
222 Summit Avenue
Saint Paul, MN 55102
Telephone No.: (651) 291-4400
Facsimile No.: (651) 290-1629

and

Lauren E. Lonergan
Charles B. Rogers
Briggs and Morgan
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157
Telephone No.: 612-977-8400
Facsimile No.: 612-977-8650

If to the Liquidator, to:

Thomas W. Kober, Chief Claims Officer
The Home Insurance Company in Liquidation
61 Broadway 6th Floor
New York, New York 10006
Fax: 212-299-3824

and

J. Christopher Marshall
Civil Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, New Hampshire 03301-6397
Fax: 603-271-2110

and

J. David Leslie, Esq.
Rackemann, Sawyer & Brewster, P.C.
160 Federal Street
Boston, MA 02110-1700
Fax: 617-542-7437

24. Severability. If any provision of this Settlement Agreement is invalid, unenforceable, or illegal under the law of any applicable jurisdiction, the validity and enforceability of such provision in any other jurisdiction shall not be affected thereby and the remaining provisions of this Settlement Agreement shall remain valid and enforceable. However, in the event of such invalidity, unenforceability, or illegality, the Parties shall negotiate in good faith to amend this Settlement Agreement through the insertion of additional provisions which are valid, enforceable, and legal and which reflect, to the extent possible, the purposes contained in the invalid, unenforceable, or illegal provision.

WHEREFORE, the Parties have caused this Settlement Agreement to be executed on their respective behalves as of the date below the signatures of their duly authorized representatives.

**ARCHDIOCESE OF SAINT PAUL AND
MINNEAPOLIS**

By: + Bernard A. Hebda

Name: Archbishop Bernard A. Hebda

Title: President

Date: 5/24/16

**ROGER A. SEVIGNY, INSURANCE
COMMISSIONER OF THE STATE OF
NEW HAMPSHIRE, SOLELY IN HIS
CAPACITY AS LIQUIDATOR OF
THE HOME INSURANCE COMPANY**

By: _____

Name: _____

Title: _____

Date: _____

ARCHDIOCESE OF SAINT PAUL AND
MINNEAPOLIS

By: _____

Name: _____

Title: _____

Date: _____

ROGER A. SEVIGNY, INSURANCE
COMMISSIONER OF THE STATE OF
NEW HAMPSHIRE, SOLELY IN HIS
CAPACITY AS LIQUIDATOR OF
THE HOME INSURANCE COMPANY

By: Thomas W. Kober

Name: Thomas W. Kober

Title: Chief Claims Officer

Date: May 30, 2016

EXHIBIT H

LIST OF LEASES AND EXECUTORY CONTRACTS TO BE ASSUMED

Counterparty	Description of Contract or Lease
Cathedral of Saint Paul	Lease Agreement
Benilde Saint Margaret High School	Lease Agreement
De La Salle High School	Lease Agreement
Totino Grace High School	Lease Agreement
St. Paul Seminary	Byrne Residence agreement
University of Saint Thomas	Byrne Residence agreement
226&230 Summit, LLC	Chancery lease agreement & view easement agreement
Minnesota Historical Society	Hayden Center lease agreement
IAF Beacon I, LLC	Lease Agreement
Church of St. Peter	Townhome lease agreement
ADP Payroll Services	Payroll services agreement
Blauckbaud	Software services agreement
Blue Cross Blue Shield of MN	Medical benefits administration
Canvas Health Inc.	Victim assistance telephone triage agreement
CenturyLink	Data network agreement
Cushman & Wakefield NorthMarq	Project management agreement
Cybersource Corporation	Payment processing services contract
Daikin Applied	Maintenance services agreement
Delta Dental	Dental benefits administration
Digital Innovation Inc.	Software agreement
G&K Services	Laundry services contract
GE Capital	Lease of computers under master agreement
GreatAmerica Financial Services Corp	Loffler copier lease
Integra Solutions	Internet connectivity agreement
HShilling	CRM implementation and support
J Braun Consulting LLC	Consulting services agreement – Archdiocese Victim Assistance Program
Kolbe Media	Web design and hosting agreement
LaSallian SRS Lady Guadalupe	Housekeeping services agreement
Loffler	Copy machine lease
Logmein, Inc.	Email hosting agreement
Logos fka Parishsoft	Hosting services agreement
MacNeil Environmental, Inc.	Environmental/Occupations Health & Safety Services agreement
Mail Finance	Postage meter lease

Counterparty	Description of Contract or Lease
Metro Sales, Inc.	Equipment lease and security and service agreement
Paycor	Payroll services agreement
Penserv	Common remitting services agreement
Plunkett Pest Control, Inc.	Pest control services agreement
Premier Locating Inc.	Utility-related services agreement
Saint Catherine University	Event hosting
Select Commercial Services	Storage agreement
Shred Right	Recycling services agreement
SFM Risk Solutions	Claims administration services agreement
Stanley Convergent Security	Security services agreement
Teamworks International Inc.	Consulting services agreement
US Internet	IT services agreement
Vanguard Parking System	Management services agreement

EXHIBIT I

KNOWN ARCHDIOCESE ENTITY INSURANCE POLICIES

Insurer	Policy No.	Dates	Type / Comment
<p>AIG Property Casualty (for American Home Assurance Company) 175 Water Street, 18th Floor New York, NY 10038 London Market Insurers: Certain Underwriters at Lloyd's, London subscribing to Policies SL3721, SL3722, SL3723, ISL3115, ISL3116, ISL3117, ISL3675, ISL3613, ISL3614, and ISL3615; Excess Insurance Company, a/k/a Excess Insurance Company Limited; Markel International Insurance Company, f/k/a Terra Nova Insurance Company, a/k/a Terra Nova Insurance Company Limited; Dominion Insurance Company Ltd.; Sovereign Marine & General Insurance Company Limited; Stronghold Insurance Company Limited; Tenecom Ltd., f/k/a The Yasuda Fire & Marine Insurance Company of Europe Ltd., a/k/a Yasuda Fire & Marine Insurance Company (U.K.) Limited; RiverStone Insurance (UK) Limited, on its own behalf and as successor in interest to Sphere Drake Limited (formerly named Odyssey Re (London) Limited, Sphere Drake Insurance plc and Sphere Insurance Company Limited); CX Reinsurance Company Ltd., f/k/a CNA Reinsurance of London, Ltd.; those insurers subscribing to Insurance Policy Nos. SLC5743, ICO4076, ICO5200, ICO5402 c/o Catalina J. Sugayan Sedgwick LLP, Suite 4200</p>	<p>CE2598055 BE3374208SL3721 / SLC5742 SL3722 / SLC5743 SL3723 / SLC5744 ISL3115 / ICO4074 ISL3116 / ICO4075 ISL3117 / ICO4076 ISL3675 / ICO5200 ISL3613 / ICO5387 ISL3614 ISL3615 / ICO5402</p>	<p>8/17/69 – 8/17/72 8/17/72 – 8/17/75 9/1/80 - 9/1/83 " " " 9/1/83 - 9/1/86 " " 9/1/83-9/1/85 9/1/85 - 9/1/86 9/1/86 - 9/1/87 " " "</p>	<p>Various Umbrella</p>

Insurer	Policy No.	Dates	Type / Comment
<p>One North Wacker Drive Chicago, IL 60606</p> <p>For the avoidance of doubt, and notwithstanding anything else in the Plan, including any Exhibits, St. Katherine Insurance Company PLC (now known as St. Paul International Insurance Company), each of its present parents, subsidiaries, affiliates, and divisions, and each of the foregoing Persons' respective past and present parents, subsidiaries, and affiliates are Archdiocesan Settling Insurer Entities and Parish Settling Insurer Entities and not Non-Settling Insurers</p>			
<p>Northwestern National (for Bellefonte Insurance Company) 9277 Centre Pointe Drive, Ste. 140 West Chester, OH 45069</p>	<p>SLC5742</p>	<p>9/1/80 - 9/1/83</p>	<p>Part of London Market</p>
<p>National Surety Corporation 777 San Marin Drive Novato, CA 94945</p>	<p>XLX1488368</p>	<p>9/1/84-9/1/85</p>	<p>Umbrella</p>
<p>Interstate Fire & Casualty Co. 33 West Monroe Street Chicago, IL 60603</p>	<p>183152670 830170075 830172570</p>	<p>9/1/80 - 9/1/84 9/1/84 - 9/1/85 9/1/85 - 9/1/86</p>	<p>Umbrella</p>
<p>The Catholic Mutual Relief Society of America 10843 Old Mill Road Omaha, NE 68154-2600</p>	<p>7922 8140 8140 8589</p>	<p>9/1/87 - 9/1/89 9/1/89 - 9/1/90 9/1/90 - 9/1/92 9/1/92 - present</p>	<p>Primary & Umbrella Claims Made</p>

Insurer	Policy No.	Dates	Type / Comment
CNA (for The Fidelity and Casualty Company of New York) (for National Fire and Insurance Company) (for Continental Casualty Company) 333 South Wabash Avenue Chicago, IL 60604	174758 XP128258/74084 HO4527587 RDU9799786 1861803 9797772	1943-1946 8/1/52-8/1/55 8/16/63-8/16/66 8/17/66-8/17/69 6/18/74-8/1/74	Primary Primary Umbrella
Fireman's Fund Insurance Company 777 San Marin Drive Novato, CA 94998	GAC312672 CL331931	8/1/55-8/1/58 8/1/58-8/1/61	Primary
The Hartford Accident and Indemnity Company One Hartford Plaza Hartford, CT 06155-0001	41C549216	8/1/70-8/1/73	Primary
Interstate Fire & Casualty Co. 33 West Monroe Street Chicago, IL 60603	183152670 830170075 830172570	9/1/80-9/1/84 9/1/84-9/1/85 9/1/85-9/1/86	Umbrella

Insurer	Policy No.	Dates	Type / Comment
<p>London Market Insurers: Certain Underwriters at Lloyd's, London subscribing to Policies SL3721, SL3722, SL3723, ISL3115, ISL3116, ISL3117, ISL3675, ISL3613, ISL3614, and ISL3615; Excess Insurance Company, a/k/a Excess Insurance Company Limited; Market International Insurance Company, f/k/a Terra Nova Insurance Company, a/k/a Terra Nova Insurance Company Limited; Dominion Insurance Company Ltd.; Stronghold Insurance Company Limited; Tenecom Ltd., f/k/a The Yasuda Fire & Marine Insurance Company of Europe Ltd., a/k/a Yasuda Fire & Marine Insurance Company (U.K.) Limited; RiverStone Insurance (UK) Limited, on its own behalf and as successor in interest to Sphere Drake Limited (formerly named Odyssey Re (London) Limited, Sphere Drake Insurance plc and Sphere Insurance Company Limited); CX Reinsurance Company Ltd., f/k/a CNA Reinsurance of London, Ltd.; those insurers subscribing to Insurance Policy Nos. SLC5743, ICO4076, ICO5200, ICO5402 e/o Catalina J. Sugayan Sedgwick LLP Suite 4200 One North Wacker Drive Chicago, IL 60606</p>	<p>SL3721 / SLC5742 SL3722 / SLC5743 SL3723 / SLC5744 ISL3115 / ICO4074 ISL3116 / ICO4075 ISL3117 / ICO4076 ISL3675 / ICO5200 ISL3613 / ICO5387 ISL3614 ISL3615 / ICO5402</p>	<p>9/1/80 – 9/1/83 “ “ 9/1/83 – 9/1/86 “ 9/1/83 – 9/1/85 9/1/85 – 9/1/86 9/1/86 – 9/1/87 “ “</p>	<p>Various</p>
<p>Northwestern National (for Bellefonte Insurance Company) 9277 Centre Pointe Drive, Suite 140 West Chester, OH 45069</p>	<p>SLC5742</p>	<p>9/1/80 – 9/1/83</p>	<p>Part of London Market</p>

Insurer	Policy No.	Dates	Type / Comment
National Surety Corporation 777 San Marin Drive Novato, CA 94945	XLX1488368	9/1/84-9/1/85	Umbrella
Lamorak Ins. Co., f/k/a OneBeacon America Ins. Co., and various of its predecessor and affiliated underwriting entities, including Commercial Union Ins. Co., American Employers' Ins. Co., and Employers' Liability Assurance Corp. Resolute Management, Inc. 1000 Washington St., 4th Floor Boston, MA 02188	618657 769213 E22-8501-032	1946-1949 1949-1952 3/15/67-7/1/68	Primary Umbrella- Policy issued to Brothers of the Christian Schools
State Farm Fire and Casualty Company One State Farm Plaza Bloomington, IL 61710	SM23839120 93-010482	8/75-8/77 (upon information and belief) 8/77-8/78 (upon information and belief)	Primary
Swiss Re America Corp as administrator for 21st Century Centennial Insurance Company (for Colonial Penn Insurance Company) 3 Beaver Valley Road Wilmington, DE 19803-1115	XL150030 XL150079	9/1/85-9/1/86 9/1/86-9/1/87	Umbrella
TIG Insurance Company (for International Insurance Company) 250 Commercial Street, Suite 5000 Manchester, NH 03101	GA114938	8/1/67-8/1/70	Primary
Travelers Casualty and Surety Company (for Aetna Casualty & Surety Insurance Company) One Tower Square Hartford, CT 06183	37AL188420 37SM802875FCA 37SM802875FCA7 37SM10285FCA 37SM15868FCA 37XS1768WCA 37XS2046WCA 37XS2401WCA 37XS2831WCA 37XS3399WCA	8/1/73-8/1/74 8/1/74-8/1/77 8/1/77-8/1/78 8/1/78-8/1/79 8/1/79-7/1/80 8/17/75-8/17/76 8/17/76-8/17/77 8/17/77-8/17/78 8/17/78-7/1/79 7/1/79-7/1/80	Primary Umbrella

Insurer	Policy No.	Dates	Type / Comment
Travelers (for Northfield Insurance Company) 385 Washington Street St. Paul, MN 55101	EL85004	9/1/85 - 9/1/86	Umbrella
Travelers (for St. Paul Surplus)	SUO5500535	9/1/86 - 9/1/87	Umbrella
Arrowood Indemnity Company as successor to Royal Indemnity Company	RTI 114937 RTY 114998	7/1/67-7/1/68 7/1/68-7/1/71	Primary - Policies issued to Brothers of the Christian Schools naming Diocese of Saint Paul and Minneapolis as additional insured
Appalachian Insurance Company Attn: Norma Newell FM Global Corporate Offices 270 Central Avenue Johnston, RI 02919	70008	7/1/68-7/1/71	Umbrella - Policy issued to Brothers of the Christian Schools
Centennial Insurance Company in Liquidation New York Liquidation Bureau 110 William Street New York, NY 10038 <u>Employers' Liability Assurance Corp. and its successors Lamorak Ins. Co., f/k/a OneBeacon America Ins. Co., and Belvedere Insurance Company c/o Resolute Management, Inc. 1000 Washington St., 4th Floor Boston, MA 02188</u>	291696527 291713899 <u>E22-8501-032</u>	9/1/80 - 9/1/83 9/1/83 - 9/1/86 <u>3/15/67-7/1/68</u>	<u>Umbrella - Policy issued to Brothers of the Christian Schools</u>
The Home <u>Centennial</u> Insurance Company in Liquidation 6th Floor 61 Broadway New York, NY 10006-2504 <u>New York Liquidation Bureau</u>	54010 63810 <u>291696527 291713899 287014764</u>	89/1/61 - 880 - 9/1/64 8/1/64 - 8/1/67 <u>83 9/1/83 - 9/1/86 9/1/86 - 9/1/87</u>	

Insurer	Policy No.	Dates	Type / Comment
110 William Street New York, NY 10038			
The Hartford Steam Boiler Inspection and Insurance Co.	8589		
Preferred Professional Insurance Co.	MAU0033558-00		Auto
K&K Insurance	FXP0000026004800		Youth Accident
Midwest Employers Casualty Co.	EWC008191	7/1/14 - 7/1/15	Excess W/C and Employers Liability Indemnity
Workers' Compensation Reinsurance Co.	30219	1/1/15 - 12/31/15	Workers Comp

EXHIBIT J

OFFICERS AND DIRECTORS OF REORGANIZED DEBTOR

Name	Title
Most Reverend Bernard A. Hebda	Archbishop
Most Reverend Andrew Cozzens	Auxiliary Bishop
Very Reverend Charles V. Lachowitz	Moderator of the Curia
Joseph Kueppers	Chancellor for Civil Affairs
Thomas Mertens	Chief Financial Officer
John F. Bierbaum	Board of Directors - member
Peter Daly, M.D.	Board of Directors - member
Karen Rauenhorst	Board of Directors - member
Rev. Stephen Ulrick	Board of Directors - member
Brian Short	Board of Directors - member

EXHIBIT K

SETTLEMENT AGREEMENT WITH RAMSEY COUNTY ATTORNEY'S OFFICE

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT
JUVENILE COURT DIVISION

In the Matter of the Welfare of:

MNCIS Group:
Court File No.: 62-JV-15-1674
CA File No.: 2138749

VICTIM-1, a child identified in police reports;

VICTIM-2, a child identified in police reports; and

VICTIM-3, a child identified in police reports.

**STIPULATION TO
STAY PROCEEDINGS**

Respondent:

The Archdiocese of Saint Paul and Minneapolis,
a Minnesota corporation,
226 Summit Avenue
St. Paul, MN 55102
651-291-4400

The parties, having reached settlement in the above-captioned matter to further their respective and mutual interests in protecting minors from sexual abuse, and recognizing the complexity of the captioned matter, and without any admission of liability,

IT IS HEREBY STIPULATED by and between the parties, through their respective undersigned counsel, as follows:

1. that the parties have entered into a Settlement Agreement ("Agreement"), which is contingent upon approval of the United States Bankruptcy Court;
2. that the Agreement is intended to further the statutory goals of Minn. Stat. § 260C.335;
3. that further proceedings in the above-captioned matter be stayed for thirty-six (36)

months, the agreed-upon term of the Agreement, from the date of approval by the United States Bankruptcy Court;

4. that the Court retain jurisdiction of the above-captioned matter during the pending thirty-six (36) month period;

5. that the parties appear before the Court at approximately six-month (6 month) intervals over the term of the Agreement to report to the Court on the ongoing status, implementation and progress of the Agreement;

6. that the parties agree that no other or further claims or crossclaims shall be brought by any party in the above-captioned matter, except for litigation to enforce the Agreement should that become necessary;

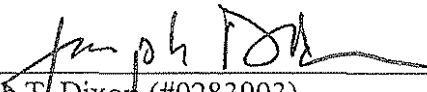
7. that the Agreement is attached to this stipulation; and

8. that the parties agree this stipulation and the Agreement are public documents.

Respectfully submitted,

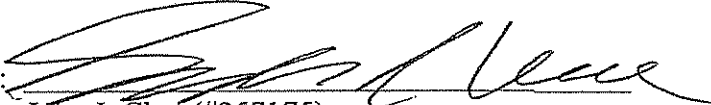
FREDRIKSON AND BYRON, P.A.

Dated: 12/12/15

By: 
Joseph T. Dixon (#0283903)
Andrew F. Johnson (#0390783)
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
612-492-7000
Facsimile: 612-492-7077
jdixon@fredlaw.com
ajohnson@fredlaw.com

Dated: 12/17/15

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

By: 

John J. Choi (#257175)
Ramsay County Attorney
John T. Kelly (#214098)
First Assistant County Attorney
Thomas E. Ring (#25082X)
Assistant County Attorney
Stephanie L. Wiersma (#395741)
Assistant County Attorney

Office of the Ramsey County Attorney
345 Wabasha Street North, Suite 120
St. Paul, MN 55102
651-266-3222

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered by and between The Archdiocese of St. Paul and Minneapolis, a Minnesota corporation, and the Ramsey County Attorney (“RCAO”).

RECITALS

WHEREAS, the Parties agree that the Archdiocese shall seek to create and foster an organizational culture in which everyone becomes and remains vigilant about achieving an overall aspirational goal that no child ever again be the victim of clergy sexual abuse.

WHEREAS, the RCAO initiated the Civil Action on June 3, 2015 petitioning the Court for an order that the Archdiocese show cause why it should not be subject to the jurisdiction of the Court for contributing to a child’s need for protection or services; and

WHEREAS, the Court found probable cause to support issuance of the order requested by the RCAO; and

WHEREAS, the Archdiocese has taken and is taking steps to substantially enhance its Safe Environment Program; and

WHEREAS, the Archdiocese denies that it is contributing to a child’s need for protection or services; and

WHEREAS, the Archdiocese initiated Bankruptcy Proceedings before the Civil Action was brought, and now seeks to pursue resolution of the Civil Action in a prudent manner consistent with the protection of assets available for creditors; and

WHEREAS, the RCAO seeks to protect the community and hold individuals and organizations accountable for injurious conduct as required by law and the interests of justice; and

WHEREAS, the Parties agree that this Agreement will advance their mutual interests in the protection of minors beyond what may otherwise be obtained through further litigation; and

NOW, THEREFORE, the Parties, in consideration of the promises and mutual undertakings contained in this Agreement, here promise their respective best efforts to achieve with deliberate speed the following terms and conditions of settlement:

AGREEMENT

A. Definitions. The Parties have defined certain terms used within this Agreement that are provided below:

“Adult Volunteer” means an adult volunteer for the Archdiocese or a Parish or School who has regular or unsupervised contact with unrelated minors.

“Archbishop” means the sitting Archbishop of St. Paul and Minneapolis (or the appointed Apostolic Administrator).

“Archdiocese” means that certain corporate entity formed, maintained and existing under Minnesota Section 315.16 with Minnesota Business Name: “The Archdiocese of St. Paul and Minneapolis”.

“Archdiocese Territory” means the twelve (12) counties of the greater Twin Cities metropolitan area: Ramsey, Hennepin, Washington, Dakota, Anoka, Carver, Wright, Scott, Chisago, LeSueur, Rice, and Goodhue; and those persons outside the geographical territory over whom the Archdiocese has the ability to direct or control.

“Auxiliary Bishop(s)” means the Most Rev. Andrew H. Cozzens and any other titular bishop assigned to and serving the Archdiocese.

“Bankruptcy Proceedings” means the Chapter 11 Bankruptcy case captioned *In re: The Archdiocese of Saint Paul and Minneapolis, Debtor* before the United States Bankruptcy Court for the District of Minnesota, Bankruptcy Case No.: 15-30125.

“Board” means the duly constituted serving Board of Directors of the Archdiocese.

“Civil Action” means that certain civil proceeding initiated by the RCAO on June 3, 2015 that has been assigned case file number 62-JV-15-1674 by the Ramsey County District Court.

“Clergy” means any persons ordained – bishops, priests, and deacons – who administer the rites of the Catholic Church.

“Cleric” means a member of the Clergy.

“Code of Conduct” means the Code of Conduct for Clergy, the Code of Conduct for Church Personnel, the Code of Conduct for Adult Volunteers, and the Code of Conduct for Youth Volunteers, as applicable.

“Court” means the Ramsey County (Minnesota) District Court.

“Director” means the Archdiocese employee responsible for managing Archdiocese processes for handling allegations of clergy misconduct and for leading the Office of Ministerial Standards and Safe Environment.

“Ministerial Review Board” means the advisory, consultative body assembled to advise the Archbishop and his staff regarding clergy misconduct. The Ministerial Review Board may also review and offer recommendations regarding Archdiocese policies and processes relating to misconduct.

“Parish” means a parish within the Archdiocese Territory that is Archdiocese-recognized as Catholic.

“Parties” means the Archdiocese and the Ramsey County Attorney.

“Pastor” means a Parish pastor or a parochial administrator, as the case may be.

“Policies” means Archdiocese policies relating to the sexual abuse of minors, including the Codes of Conduct for Catholic Church clergy, employees, and volunteers.

“POMS Program” (or its equivalent) means the Archdiocese’s internal program for clergy the Archdiocese desires to have supervised.

“RCAO” means the Ramsey County Attorney or the Office of the Ramsey County Attorney.

“Safe Environment Program” means all policies, procedures, and programming that contributes to the protection of minors.

“School” means a primary school or a secondary school within the Archdiocese Territory that is Archdiocese-recognized as Catholic.

“Seminary” or “Seminaries” means the St. Paul Seminary, St. John Vianney Seminary, or both.

B. Basis for Civil Action. The factual basis for the Civil Action as alleged by the RCAO is contained in the Petition for Order to Show Cause.

C. Statement of the Archdiocese. The Archdiocese may choose to issue a public statement relating to entering this Agreement, both in writing and through public statements of its representatives. The RCAO agrees that such statements, if made by the Archdiocese, would not be admissible as evidence in any proceeding between the RCAO and Archdiocese.

D. Letter of Apology; Meeting with Victims. The Archbishop shall send a private letter of apology to the victims and family of this action through their respective counsel. In that letter, he will offer to meet with the victims and their family. The RCAO agrees that this letter would not be admissible as evidence in any proceeding between the RCAO and Archdiocese.

E. **Conference for Restorative Justice and Reconciliation.** Within eighteen (18) months of confirmation of a plan of reorganization, or dismissal of the Bankruptcy Proceedings, the Archdiocese will convene and participate in a one-day “Conference for Restorative Justice and Reconciliation” (the “Conference”) at an appropriate location to be determined. The invitees shall include, at a minimum, victims of sexual abuse, those interested and relevant stakeholders of the Archdiocese, as well as those interested and relevant stakeholders within those dioceses that constitute the Ecclesiastical Province of St. Paul and Minneapolis. A planning committee will include representatives of the Archdiocese and the RCAO, and the hosting institution as applicable. The Conference will be funded by the Archdiocese.

F. **Restorative Justice Sessions.** The Archbishop and the Auxiliary Bishop also agree to participate in mutually agreed upon restorative justice sessions to be convened by the Parties during a two-year period following the last date of execution of this Agreement. These sessions are contemplated to include meetings with victims and their families, as a victim or his/her family may request

G. **Safe Environment Compliance Standards.** The Archdiocese agrees to continue its ongoing efforts to improve its Safe Environment Program and, as may be required by this Agreement, to enhance its program to meet each of these standards within the timeframes specified below:

1. Continuance of Efforts

1.1. The Archdiocese agrees that the compliance standards provided herein are intended by the Parties to enhance and to improve its Safe Environment Program.

1.2. The Archdiocese shall continue to implement those recommendations made by the Safe Environment and Ministerial Standards Task Force in its “Report and Recommendations to Protect Children from Clergy Sexual Abuse” as submitted to the Episcopal Vicar for Ministerial Standards on March 31, 2014, that are incorporated herein.

2. Oversight

2.1. **Board of Directors.** The Board shall be knowledgeable about the content of the Policies and operation of the Safe Environment Program and shall exercise reasonable oversight with respect to the effectiveness of said program.

a. The Board’s Audit Committee (or the Board as a whole) shall meet with the Director as often as it determines necessary to assess and evaluate the Safe Environment Program at the highest level of the Archdiocese, but in any event, no less than once every six months. Formal written agendas and minutes of this committee shall be maintained as part of the corporate records.

2.2. **Archbishop.** The Archbishop shall be knowledgeable about the content of the Policies and operation of the Safe Environment Program and shall exercise reasonable oversight with respect to implementation, operation, and assessed effectiveness of said program.

- 2.3. Ministerial Review Board. The Ministerial Review Board shall be knowledgeable about the content of the Policies and operation of the Safe Environment Program and shall provide consultation, guidance, and support to the program.
- 2.4. Director of Ministerial Standards and Safe Environment. The Director has the duties and responsibilities and that authority that is defined in the Job Description as presently maintained by the Archdiocese. Among other things:
 - a. the Director is responsible for continuing to develop, implement, and revise as necessary the policies and procedures for preventing, responding to, and ensuring the reporting of allegations of child abuse; and
 - b. the Director shall support and coordinate the activities of the Ministerial Review Board, the POMS Program, the Victim Advocacy Office, and the Office for the Protection of Children and Youth.

3. Policies and Procedures

- 3.1. The Archdiocese shall create a comprehensive set of documents encompassing all Policies relating to the protection of minors. This comprehensive set of documents shall be organized and readily available on its website.
 - a. The Policies shall be written and formatted so they are easy to read and understand.
 - b. The Policies shall define key terms.
 - i. The Policies shall define what behavior constitutes misconduct involving minors, including, without limitation, sexual exploitation of minors and sexual harassment of minors.
 - ii. The Policies shall define what constitutes child abuse. The definitions shall include at a minimum the definitions of sexual and physical abuse as defined in Minn. Stat. § 626.556.
 - iii. The Policies shall define what constitutes a “credible allegation” and “substantiated claim.”
 - c. Among any other instructional formats it may choose to employ, the Archdiocese shall also provide in written form examples of what constitutes misconduct involving a minor as part of training or training-related materials, including what is considered “appropriate” vs. “inappropriate” physical contact.
- 3.2. The Archdiocese shall include guidelines for the acceptable use of technology within its policies:
 - a. The policy will grant the Archdiocese the ability to inspect, review, audit, intercept, or access all matters on systems of the Archdiocese, including employee e-mail, voicemail, and computer systems at any time, with or without notice.
 - b. Guidelines shall include how to properly use social media and cellular phones, including text messaging.

- 3.3. The Policies shall continue to prohibit Archdiocese employees and Adult Volunteers from being alone (*i.e.*, out of sight of at least one other adult) with any unrelated minor while serving as an employee or volunteer of the Archdiocese or a Parish, subject to common sense exceptions, such as emergency situations, interactions with a minor that are incidental and not extended, parents transporting their children or other related individuals, and employees or volunteers transporting the children of friends and neighbors. This paragraph does not apply to employees and volunteers providing services in or for Schools or providing Catholic education.
- 3.4. The Policies shall continue to prohibit clergy from being alone with any unrelated minor except when a cleric is hearing confession in a confessional, and except for common sense exceptions such as emergency situations or circumstances where interaction is incidental and not extended.
- 3.5. The Policies shall continue to prohibit: (a) clergy from traveling alone with or taking overnight trips alone with any unrelated minor; and (b) clergy from sleeping in the same private space (*e.g.*, room, tent, bed, etc.) with any unrelated minor.

4. Acknowledgement of Policies

- 4.1. Within thirty (30) days of assignment of a cleric to continuing ministry within the Archdiocese Territory, the Archdiocese shall collect and maintain an acknowledgment form (or electronic record) certifying that such cleric has received the Policies, understands the Policies, and will comply with the Policies.
- 4.2. Within thirty (30) days of the commencement of any employment or continuing volunteer service, the Archdiocese shall collect and maintain an acknowledgment form (or electronic record) from all Archdiocese employees and Archdiocese Adult Volunteers certifying that he/she has received the Policies, understands the Policies, and will comply with the Policies.
- 4.3. The Policies shall include the Code of Conduct acknowledgement forms for clergy, employees, and Adult Volunteers. Those required to acknowledge the Code of Conduct must acknowledge receipt of the Code, their understanding of the Code, and their agreement to comply with the Code. The acknowledgement forms will refer to the reporting requirements under the Policies. The acknowledgement may be completed electronically.
- 4.4. The Archbishop shall request that within thirty (30) days of a seminarian's commencement of study, each Seminary will collect and maintain an acknowledgment form (or electronic record) from each seminarian certifying that he has received the Policies, understands the Policies, and will comply with the Policies. The Office of the Director shall request no less than annually that each Seminary will furnish the Director with records demonstrating compliance with this requirement. If the Seminary fails to provide such records as requested, the Director shall within a reasonable time notify the Archbishop and the Board of Trustees of the Seminary in writing.

- 4.5. The Archbishop shall request that within thirty (30) days of the commencement of any employment or volunteer service, all Parishes and Schools will collect and maintain an acknowledgment form (or electronic record) from each of their respective employees, and Adult Volunteers certifying that he/she has received the Policies, understands the Policies, and will comply with the Policies. The Office of the Director shall request no less than annually that each Parish and School furnish the Director with records demonstrating compliance with this requirement. If a Parish or School fails to provide such records as requested, the Director shall within a reasonable time notify the Archbishop and the Board of Trustees of such Parish or School in writing.
- 4.6. The Office of the Director shall maintain the acknowledgement forms (or records) for each cleric. Such files may be kept electronically.
- 4.7. The Archbishop shall request that each Parish, School, and Seminary maintain the acknowledgement forms (or records) for each employee, Adult Volunteer, or seminarian, and that said forms (or records) be subject to review by the Director. Such files may be kept electronically.

5. Safe Environment: Essential 3 Requirements

- 5.1. The Policies shall define who is required to complete the Essential 3 requirements.
 - a. The Essential 3 requirements are: (1) Acknowledgement of the Code of Conduct; (2) specialized child protection training (such as VIRTUS or its equivalent); and (3) a criminal background check.
 - b. In accordance with the Policies, those required to complete the Essential 3 requirements include, but are not limited to:
 - i. clergy (active or retired) who have been granted permission by the Archbishop to conduct continuing ministry within the Archdiocese Territory for more than thirty (30) days;
 - ii. employees and Adult Volunteers providing service to the Archdiocese or a School or Parish (including, but not limited to principals, assistant principals, teachers, school counselors, librarians, coaches, school nurses, staff of preschools, youth religious programs and youth activities, directors of youth religious education programs, or maintenance employees);
 - iii. seminarians who have commenced their study at a Seminary; and
 - iv. seminarians who are working for a School or Parish.
 - c. Parents who volunteer with their child's programs or activities, such that they have regular or unsupervised contact with unrelated minors, must fulfill Essential 3 requirements.
- 5.2. Where reasonably feasible, the Archdiocese shall provide Safe Environment training and materials to Parishes and Schools in the principal languages of those who attend such School or Parish.

- 5.3. The Archdiocese shall provide Parishes and Schools with a volunteer application form for Adult Volunteers. Unless prohibited by law, these forms shall include questions regarding: (1) whether the applicant has a criminal history; (2) whether the applicant has ever been the subject of a criminal investigation involving an allegation of sexual abuse; (3) whether a civil or criminal complaint has ever been filed against the applicant alleging physical abuse or sexual abuse by the applicant; (4) whether the applicant has ever failed to report sexual abuse as required by law or policy; (5) whether the applicant has ever had employment terminated or has otherwise been disciplined for reasons relating to allegations of inappropriate conduct with minors, child abuse, or sexual misconduct of any kind; and (6) the applicant's history of volunteering with minors within the previous five (5) years.
 - a. The Archdiocese shall request that Adult Volunteers do not begin volunteer services within a Parish or School until the volunteer application has been completed.
- 5.4. The Director shall have the authority to refer employees or Adult Volunteers of the Archdiocese to attend any additional Safe Environment program(s) or training(s).
- 5.5. The Director shall request that each Seminary, Parish, and School that utilizes the services of a third-party person or entity under circumstances where that third-party has regular or unsupervised contact with minors be made aware of the existence of the Policies and the option to attend Safe Environment training.
- 5.6. The Office of the Director of Safe Environment shall maintain an electronic registry of clergy compliance with the Essential 3 requirements.
 - a. The Office of the Director shall continue its development of an electronic database to monitor compliance with the Essential 3 requirements and shall maintain a registry of compliance in such electronic database.
 - b. The Office of the Director shall request an annual certification from each Parish pastor and a member of the Parish or School board of trustees that each respective Parish or School is in compliance with the Essential 3 requirements for each employee and Adult Volunteer at the Parish or School. If the Parish or School fails to provide the requested certification, the Director shall within a reasonable time notify the Archbishop and send a letter of notice to both the full Parish or School board of trustees and the Parish council.
 - c. For each Parish and School, the Office of the Director shall annually review clergy compliance with the Essential 3 and shall within a reasonable time send a letter of clergy non-compliance, if applicable, to the relevant board of trustees.
 - d. The Director shall request an annual certification from the rector and a member of the board of trustees of each Seminary that the Seminary is in compliance with the Essential 3 requirements for all seminarians, affiliated clergy members, employees, and Adult Volunteers. If the Seminary fails to provide the requested certification, the Director shall within a reasonable time notify the Archbishop and send a letter of notice to the Seminary's full board of trustees.

Essential 3: Code of Conduct

- 5.7. The Code of Conduct shall define key terms.
- 5.8. The Code of Conduct shall contain a provision prohibiting the viewing of pornographic materials on, or taking pornographic materials onto, the property of the Archdiocese, a Parish or a School.
- 5.9. The Code of Conduct shall contain a provision prohibiting the showing of pornographic material to minors and prohibiting the illegal provision of alcohol, tobacco, or drugs to minors.
- 5.10. The Code of Conduct shall contain a provision for pastoral counselors and spiritual directors that addresses and defines proper boundaries and improper conduct, including physical contact, with the persons they counsel.
 - a. The Code of Conduct shall contain a provision stating that clergy are responsible for establishing and maintaining clear, appropriate boundaries in counseling relationships.
- 5.11. The Code of Conduct shall contain provisions on how to report unethical or unprofessional conduct.
- 5.12. The Archdiocese shall develop and distribute appropriate training relating to the Code of Conduct for use at the start of employment or volunteer service, or within sixty (60) days of a material revision of the Code of Conduct.

Essential 3: Background Checks

- 5.13. The Archdiocese shall develop an enhanced background check policy.
- 5.14. The policy shall state that all members of the clergy, employees, and Adult Volunteers within the Archdiocese Territory are subject to the background check policy as follows:
 - a. Clergy shall be subject to background checks upon their initial assignment within the Archdiocese Territory, and no less than every five (5) years thereafter.
 - b. A Cleric's service in excess of thirty (30) days may only continue after such cleric has successfully completed a criminal background check.
 - c. Clergy shall be required to report to the Director any arrest or citation involving conduct that violates the Archdiocese Policies and the Director shall gather available, relevant documentation and assess whether the particular matter should be forwarded to the Archbishop or the Ministerial Review Board, or both.
 - d. If a prospective employee will have regular or unsupervised contact with minors, such employment may only start after an individual has successfully completed a criminal background check.
 - e. An Adult Volunteer may only start his/her service after having completed a criminal background check.

- 5.15. In recognition of developing technological advancements that can improve the accuracy of background checks, the Archdiocese will meet and confer with the RCAO to explore the feasibility of a background check results policy that requires fingerprinting as a component of the background check process.
- 5.16. The background check policy shall provide criteria for evaluating the results of a background check and provide guidance for determining what constitutes disqualifying offenses for employment and volunteer positions.
 - a. If the background check reveals a criminal history, the applicant may be given the opportunity to provide an explanation, submit additional information, or challenge its accuracy.
 - b. The following factors should be considered before deciding whether or not to offer or deny employment or acceptance as a volunteer: (1) the length of time since conviction; (2) the nature of the crime; (3) the relationship of the crime to the duties to be performed; (4) the number and kind of convictions; (5) rehabilitation efforts; and (6) history of other employment or volunteer activity.
- 5.17. The Archdiocese shall request that its third-party vendor that provides background checks to the Archdiocese, Parishes, and Schools inform the requesting entity of any prior background checks performed on the same individual.
- 5.18. The Archdiocese shall request that Parishes, Schools, and Seminaries follow the recommended Archdiocese background check policy. If the Parish, School, or Seminary refuses to follow the Archdiocese background check policy, the Director shall within a reasonable time notify the Archbishop and the board of trustees of the respective Parish, Seminary, or School in writing.
- 5.19. Background checks for clergy, Archdiocese employees, and Archdiocese Adult Volunteers shall be maintained by the Director.
- 5.20. The Archbishop shall request that each Seminary, Parish, and School maintain background check files for Seminarians, their respective employees and Adult Volunteers.

Essential 3: VIRTUS Training

- 5.21. The Archdiocese shall continue its policy that all those required to comply with the Essential 3 shall complete VIRTUS training within thirty (30) days of the start of service.
- 5.22. The Archdiocese shall continue to provide VIRTUS training (or its equivalent) no less than every three years to all clergy, all employees, and all Adult Volunteers.
- 5.23. The Archdiocese shall evaluate periodically the VIRTUS training materials (or its equivalent) to provide updated training to all clergy, employees, and Adult Volunteers.

6. Reporting Abuse

- 6.1. The Policies shall clearly state that a report to the Archdiocese does not relieve the individual from reporting known or suspected abuse as is required under Minnesota law.
 - a. The Policy shall contain a section dedicated to civil mandatory reporting requirements, including the following guidance: (1) who must report; (2) what must be reported; (3) to whom the report must be made.
 - b. The Archdiocese shall continue its policy that clerics, employees, and Adult Volunteers shall be trained on mandatory reporting obligations within thirty (30) days of their hire and shall receive refresher updates at least every three (3) years thereafter.
- 6.2. The Policies shall also require an employee or an Adult Volunteer serving within the Archdiocese Territory who has reason to suspect sexual abuse of a minor that would be subject to mandatory reporting under Minn. Stat. § 626.556 shall immediately notify civil authorities as defined therein (within 24 hours).
- 6.3. The Policies shall clearly define the proper reporting channels for reports made under ¶¶ 6.1 and 6.2. The policies shall state:
 - a. the first report of suspected abuse of a minor shall be to civil authorities as defined in Minn. Stat. § 626.556;
 - b. any person, other than the victim, who makes a report to civil authorities shall be required to report the same information without undue delay to the Director. The Director shall then promptly notify the Archbishop or his designee;
 - i. The Director shall notify or confirm that law enforcement has been notified as required by law and the Policies. The Director shall complete written documentation relating to the report.
 - c. if authorized by law enforcement, and the suspected abuse occurred at or during a Parish/School activity or involves Parish/School personnel or volunteers, the Director shall notify the principal or pastor of the Parish/School, unless the suspected abuse involves the pastor or principal, in which case the Director shall notify the Parish or School board of trustees;
 - i. The pastor, school principal, agency director, or other person in charge of the location should complete written documentation of the report and the actions taken.
 - d. if the abuse involves a cleric, the Director shall request all relating written reports from the Seminary, Parish, or School.
- 6.4. When the Archdiocese receives a report of child sexual abuse and makes a mandated report to law enforcement pursuant to Minnesota statute, the Archdiocese shall not conduct an internal investigation, and will not interfere in any way with law enforcement until law enforcement concludes its investigation, closes its file without investigation, or authorizes the Archdiocese to take action.

- 6.5. The Policies shall include the rights of the person who makes an allegation. This policy shall ensure that the person making the allegation is provided with: (1) an adequate explanation of the Archdiocese's overall process and procedures for dealing with allegations of child sexual abuse, including its policy on reporting to civil authorities; (2) advice that the Archdiocese shall endeavor to conduct its investigation with appropriate discretion and, to the extent possible, protect the privacy and reputations of both the person reporting as well as the person about whom the report was made; and (3) a timely response to inquiries and, as necessary, periodic update(s) as to the status or resolution of the report.
- 6.6. The Archdiocese shall provide Parishes and Schools materials for making a complaint, including print materials in the principal language in which the liturgy is celebrated.
- 6.7. The Archdiocese shall establish a policy that prohibits retaliation against any cleric, employee, Adult Volunteer, parishioner, or other individual who in good faith reports sexual abuse of a minor or suspicions of sexual misconduct.
- 6.8. The Archdiocese shall publish in the Catholic Spirit no less than four (4) times per year for the term of this Agreement a statement urging those subject to sexual abuse of a minor to contact law enforcement to make a report of the abuse.
- 6.9. The Archdiocese shall continue to provide information in writing to Seminaries, Parishes, and Schools regarding the prevention of abuse, training to identify signs of abuse, statements that the abused are not at fault and encouraging the reporting of abuse.
- 6.10. If there is an allegation of sexual abuse of a minor involving the Archbishop or any Auxiliary Bishop, in addition to the notifications set forth above, the Director shall within a reasonable time notify the Board.

7. Clergy and other Employees

- 7.1. The Archdiocese shall use reasonable efforts not to include among personnel of the Archdiocese having substantial authority any individual whom the organization knew, or should have known through the exercise of due diligence, has engaged in sexual misconduct with minors.
- 7.2. In each case where a cleric has been found not guilty of criminal conduct by civil authorities, or has been investigated by civil authorities without prosecution, the Archdiocese shall make an independent inquiry into and determination of the given cleric's fitness for ministry.
- 7.3. The Archdiocese shall not assign a cleric for a position in public ministry or a position that provides access to minors, who has a substantiated claim or pending credible allegation of sexual abuse of a minor against him, or who is otherwise deemed unsuitable for ministry.
 - a. Where there have been allegations of sexual abuse of a minor by a cleric, fitness for ministry determinations are to be made by the Archbishop upon

recommendations from the Director and the Ministerial Review Board. If the Archbishop, after considering these recommendations, determines a cleric is unfit for ministry based on a substantiated claim of sexual abuse of a minor, the Archdiocese shall not recommend such cleric to another religious organization, and shall notify an inquiring organization of the determination regarding fitness for ministry.

- 7.4. If a cleric seeks assignment, transfer, or residence outside of the Archdiocese Territory, the Archdiocese shall seek permission from the cleric to make available for review by the receiving diocese, religious community, or organization a complete copy of his clergy file and any other Archdiocese files materially related to the cleric. If the cleric permits review, the Archdiocese shall provide such receiving entity access to the complete clergy file and any other Archdiocese files materially related to the cleric. If the cleric refuses review or limits review of the complete file or any other Archdiocese files materially related to the cleric, the Archdiocese shall notify the receiving entity that the cleric refused access or is limiting access.
 - a. The Archdiocese shall disclose any credible allegation of sexual abuse of a minor to any diocese, Catholic entity, or secular employer that inquires about the existence of any allegation of sexual abuse of a minor with respect to any past or present cleric of the Archdiocese to the extent that such disclosure is allowed by federal and state law. The Archdiocese shall also disclose the status or resolution of that allegation as reflected in its records to the extent allowed by federal and state law.
- 7.5. The Archdiocese shall not recommend, and shall have a policy that prohibits a cleric or Archdiocese employee from recommending, an employee for a position that provides access to minors if the employee has a substantiated claim or pending credible allegation of sexual abuse of a minor against him or her.
- 7.6. The Archdiocese shall continue to work with the Seminaries to prevent clergy sexual abuse of minors.
 - a. The Archdiocese shall provide Safe Environment resources and training no less than annually to seminarians at the St. Paul Seminary.
 - b. The Office of the Director of Safe Environment shall be a resource for each Seminary regarding selection, evaluation, and formation of seminary candidates.
- 7.7. The Archbishop shall request that each Parish, School, and Seminary designate a Safe Environment Coordinator to oversee the Parish, School, or Seminary program for screening, selecting, and supervising those working in the Parish, School, or Seminary who will have regular or unsupervised contact with minors. The Office of the Director of Safe Environment shall provide training to such coordinators upon their assumption of those responsibilities and then no less than every three years thereafter.
 - a. The Director shall request confirmation that a Safe Environment Coordinator has been designated in each Parish, School, and Seminary.

- b. If a Parish, School, or Seminary fails to confirm the designation of a Safe Environment Coordinator, the Director shall within a reasonable time notify the Archbishop and the board of trustees of the particular Parish, School, or Seminary in writing that a local Safe Environment Coordinator has not been designated.

8. Website

- 8.1. After bankruptcy plan confirmation, or dismissal from the Bankruptcy Proceedings, or by December 31, 2016, whichever comes first, the Archdiocese shall consult with web developers to improve the Safe Environment resources on its website.
- 8.2. The Safe Environment website shall prominently display how to report an incident of sexual abuse.
- 8.3. To the extent reasonably feasible, the Archdiocese web page shall provide contact information or links to law enforcement agencies within the Archdiocese Territory.
- 8.4. The Archdiocese Sexual Abuse Policy shall be easily accessible through a link on the Safe Environment website.
- 8.5. The Safe Environment website shall contain all Policies. The Policies shall be easily accessible.
- 8.6. The Archdiocese Safe Environment website shall be periodically updated as needed to remain current.

9. Communications

- 9.1. The Archdiocese shall provide assistance to Pastors and principals so that they may appropriately respond to media inquiries and provide media response designed to reassure the community that abuse allegations are taken seriously and that the Archdiocese cooperates fully with civil authorities.
- 9.2. The Archdiocese shall make public disclosures of any future credible allegations of clergy sexual abuse of a minor that occurred in the Archdiocese Territory involving a cleric who is still living. The Archdiocese will encourage all potential victims to come forward.
- 9.3. The Policies shall require that all Archdiocese employees use their Archdiocese-issued e-mail account when sending any communication related to their job functions.
- 9.4. The Archdiocese shall continue to make public disclosures of substantiated claims of sexual abuse of minors by clerics and pending credible allegations of sexual abuse of minors by clerics that are under investigation. In each case of a substantiated claim, the Archdiocese will add the name of the cleric to the disclosure section of its website. Public disclosures under this paragraph shall be made as soon as reasonably practicable but, in any event, no later than forty-five (45) days after the relevant determination. The Archdiocese will also share this information with the public by issuing and posting a press release on its website.

- 9.5. With regard to a substantiated claim of sexual abuse of a minor by a cleric, at the conclusion of the canonical process for determination of clerical status, documents pertaining to the accusation of sexual abuse of a minor and the Archdiocese's response to the claim shall be made accessible to the public.

10. Ministerial Review Board

- 10.1. The Director shall consider recommendations by the RCAO in the appointment of members to the Ministerial Review Board.
- 10.2. The Ministerial Review Board shall abide by written policies governing its conduct.
- a. The policies shall define what types of issues are to be reviewed by the Ministerial Review Board.
 - b. The policies shall include guidelines the Ministerial Review Board will follow when making recommendations in each case. These policies shall be made available to the public.
 - c. The policies shall provide that the Director will advise the members of the Ministerial Review Board of the final action by the Archdiocese in each case after the board's review and recommendation.
- 10.3. Minutes shall be taken at each Ministerial Review Board Meeting. Minutes shall be retained and filed by the Director and shall include: (1) date and times of meetings; (2) identification of all attendees; (3) a listing of agenda items; (4) a brief summary of any advisory assessments on clergy; and (5) a brief summary of consultation by the board on any other matter.
- 10.4. The Ministerial Review Board shall provide its expertise and assist as requested with developing policies and appropriate mechanisms to further ensure the protection of minors.
- 10.5. In addition to ¶ 10.1, the Director shall consult with members of the Ministerial Review Board and the Victim Assistance Coordinator to identify candidates for a vacancy on the Ministerial Review Board. The Director shall recommend candidates to the Archbishop, who shall appoint board members in consultation with the Director.
- 10.6. The names and credentials of the Ministerial Review Board members shall be provided to the RCAO.

11. POMS Program

- 11.1. In accordance with the zero-tolerance policy set forth in the Charter for the Protection of Children and Young People established by the United States Conference of Catholic Bishops, the Archdiocese shall not use the POMS Program to mitigate risk to minors, but instead shall rely on an assessment of fitness for ministry involving the Director, the Ministerial Review Board, and the Archbishop.

- a. In all cases regarding an assessment of fitness for ministry, the Ministerial Review Board may seek additional information or may recommend limits on ministry service as necessary to promote a safe environment for minors.
- 11.2. If the Archdiocese has determined that the POMS Program is or remains appropriate for a clergy member with allegations of sexual misconduct involving minor(s), the Archdiocese shall notify the RCAO of that determination, providing the name and address of the cleric in question and providing such further information and other cooperation as the RCAO may reasonably request.
- 11.3. Before a recommendation is made to discharge a cleric from the POMS Program, the Ministerial Review Board shall undertake a full review of the cleric's file.
 - a. The Ministerial Review Board shall document its recommendation regarding discharge from the POMS Program, and that recommendation shall be placed in the cleric's file.
 - b. If the cleric was the subject of a substantiated claim of sexual abuse of a minor, the Director shall advise the RCAO if such cleric is discharged from the POMS Program.

12. Record Keeping

- 12.1. By December 31, 2016, the Archdiocese shall formulate policies for the acceptable use of Archdiocese computers and electronic devices, the screening of electronic devices, and the retention of documents and electronically stored information. The policies shall address the following:
 - a. The Archdiocese shall maintain a record of electronic devices (computers, laptops, tablets, etc.) that are Archdiocese property in the possession of clergy, employees, or Adult Volunteers.
 - b. When the Archdiocese has reasonable cause to believe that a cleric, an Archdiocese employee or volunteer has violated policies relating to electronic devices or their usage in a manner that involves sexual misconduct with a minor, the Archdiocese shall secure the electronic device for evidentiary value.
 - c. If the Archdiocese learns of the existence of a computer or other electronic communications device that may have relevance to, or possible evidentiary value in, a law enforcement investigation of clergy sexual abuse of a minor, the Director shall promptly notify the appropriate law enforcement agency having jurisdiction.
 - d. The Archdiocese shall develop a written policy regarding the handling of evidence, including computers or electronic devices that relates to any internal Archdiocese Safe Environment investigation.
- 12.2. The Office of the Director shall maintain records relating to clergy and the Safe Environment Program.
- 12.3. The Office of the Director shall maintain records of the training sessions and educational requirements required under the Policies.

- 12.4. The Archdiocese shall maintain files for all clergy.
- 12.5. The Archdiocese shall have a policy to not destroy clergy files.
- 12.6. Files may be maintained electronically.
- 12.7. Clergy files shall contain the following records:
 - a. signed documents as required under the Policies;
 - b. copies of all returned background checks;
 - c. internal memoranda or documentation regarding clergy misconduct;
 - d. records of any allegation of sexual abuse of a minor;
 - e. records of any mandatory report made to law enforcement about the cleric;
 - f. records of any internal investigation;
 - g. records relating to review by the Ministerial Review Board; and
 - h. information pertaining to the POMS Program, if applicable.

13. Other

- 13.1. The Archdiocese shall support and encourage the reporting of abuse both on its website and in print documents posted in Parishes and Schools. The website or documents shall seek to educate the general public on the reporting of clergy misconduct and the protection afforded those who make good-faith reports.
- 13.2. In instances where a claim of sexual abuse of a minor is substantiated, if requested, Archdiocese leadership shall meet with the victim/survivor or his or her support person(s) as may be reasonably arranged, with due respect for the needs of the victim/survivor.
- 13.3. In instances where a claim of sexual abuse of a minor is substantiated, if requested by the victim/survivor, the Archbishop shall, on behalf of the Archdiocese, send a personally signed letter of apology to the victim/survivor in the context of a Minnesota Rule of Civil Procedure 408 settlement communication.
- 13.4. The Archdiocese shall continue to maintain an independent mechanism where concerns regarding misconduct or suspected misconduct can be reported. The mechanism should provide for 24/7 access and allow reports to be made by phone or through a confidential web-based reporting mechanism.
- 13.5. The Archdiocese shall explore the need for and feasibility of a "Clergy Assistance Plan" that provides clerics with an ability to seek help in times of need or personal crisis, including from an outside provider and in a manner that provides anonymity if desired.
- 13.6. The Archdiocese shall not enter into confidentiality agreements regarding allegations of sexual abuse of minors unless requested by the victim and noted in the text of the agreement.

- 13.7. The Archdiocese shall request removal of photos and any visible honors (such as a plaque honoring that cleric individually or naming of a building or hall in that cleric's honor) from public display for each cleric with a substantiated claim of sexual abuse of a minor. This does not prevent the Archdiocese from displaying photos of a cleric with a substantiated claim of abuse if that photo or the words accompanying it clearly indicate that the cleric had a substantiated claim of sexual abuse of a minor asserted against him.
- 13.8. The Archdiocese agrees to have in place at a point no later than expiration of this Agreement an ombudsperson to provide an outside resource for victims of sexual abuse.
- 13.9. The Archdiocese shall have a policy to provide law enforcement in the appropriate jurisdiction with the known residential address of each cleric having a substantiated claim or pending credible allegation of sexual abuse of a minor.
- 13.10. Within one hundred twenty (120) days of the effective date of this Agreement, the Archdiocese shall develop a model policy for use by Parishes requiring notification to the board of trustees of a Parish where clergy are permitting long-term residents in rectories. The Archbishop shall request that the Parish board of trustees adopt the model policy.
- 13.11. The Director shall have an adequate budget so that the Director unilaterally or the Ministerial Review Board as a body may retain outside legal counsel solely regarding the matters of ministerial standards and safe environment. Under this exclusive defined authority, the Director and the Ministerial Review Board shall not be required to confer with or rely only upon internal legal services of the Archdiocese. To the extent legal fees will exceed the Director's budget, financial expenditures are subject to approval by the Board and the Archdiocese Finance Council (and the Bankruptcy Court during the pendency of the Bankruptcy Proceedings) if necessary.
- 13.12. In the event the position of Director becomes vacant, the Archbishop will consult with the Ministerial Review Board and the Board regarding candidates to fill the position of Director.
 - a. If practicable, the current Director shall provide notice to the Ministerial Review Board and the Archbishop of his or her intent to separate from employment as early as practicable to permit a comprehensive, effective search for his or her replacement.

14. Compliance

- 14.1. The Archdiocese shall institute a reasonable timeline for compliance with the Policies and shall define the corrective and disciplinary measures to be used where clergy, seminarians, employees, or volunteers of the Archdiocese fail to adhere to policy requirements.
 - a. Clergy members who are non-compliant with the requirements of the Essential 3 as set forth above shall, at a minimum, be removed from service involving

regular or unsupervised contact with minors until they have completed all requirements.

- b. The Archdiocese shall request that Parishes, Seminaries, and Schools remove Parish/Seminary/School employees and Adult Volunteers who are non-compliant with the requirements of the Essential 3 from service involving regular or unsupervised contact with minors until they have completed all requirements.
 - i. Upon learning of non-compliance, the Director shall promptly notify the Archbishop and the Parish, Seminary or School board of trustees if an employee or Adult Volunteer has not been removed from his or her job or position.

14.2. Outside Audit. The Archdiocese shall on an annual basis for the term of this Agreement retain an independent firm with demonstrated competencies to conduct an annual compliance audit of the Safe Environment Program and this Agreement. The Archdiocese shall select the audit firm subject to the approval of the RCAO, which shall not unreasonably withhold approval. During pendency of the Bankruptcy Proceedings, the retention of the audit firm will be subject to Bankruptcy Court approval.

- a. A written retention agreement with the audit firm shall explicitly state that the audit report will be provided to the RCAO. The Archdiocese shall consent to the RCAO having unrestricted access to the auditing personnel, both during and for a reasonable period after each audit, as well as access to work papers and underlying supporting documents the RCAO may request to review.
- b. The first annual outside audit will cover the period from the last date of execution of this Agreement through June 30, 2017. Fiscal-year auditing shall occur thereafter. This Agreement contemplates two (2) fiscal year outside compliance audits.
- c. The results of each audit shall be provided to the Archbishop, other members of the Board, the Director, members of the Archdiocese Finance Council, the Chairman of the Presbyteral Council, members of the Ministerial Review Board, Chancellor for Civil Affairs, Chancellor for Canonical Affairs, the RCAO, and any other persons who in the Director's judgment should receive the report.
- d. Within sixty (60) days of the completion of each required annual audit, the Director shall cause the audit report to be made available on the Archdiocese Safe Environment website and, concurrently, arrange to have a fair executive summary of the report published in the Catholic Spirit publication (with information on how the readership may access or obtain the entire report). The Archdiocese shall issue a public statement each year at the time the audit report is available for review and may otherwise distribute the report in any other manner.

- e. Beyond demonstrating compliance with this Agreement, the annual audit report is to be considered by the Parties as a means to further evaluate and continuously improve the Safe Environment Program within the Archdiocese.
- 14.3. Internal Audit. The Archdiocese shall conduct periodic internal reviews to evaluate its Safe Environment Program.
- a. After confirmation of a plan of reorganization or dismissal from the Bankruptcy Proceedings, the Director shall engage an external consultant to assess its effectiveness.
- 14.4. The Director shall request to conduct periodic audits of Parishes, Seminaries, and Schools. A request to audit shall be made of each Parish, Seminary, or School at least once every seven (7) years. During each year of the term of this Agreement, the Director shall request to audit no less than fifteen percent (15%) of the total Parishes of the Archdiocese Territory. If a Parish, Seminary, or School refuses the audit request, the Director shall notify within a reasonable time the Archbishop and the applicable board of trustees in writing.
- 14.5. The Archbishop shall request that the Parish, Seminary, or School conduct an external review of procedures for both Safe Environment and finance compliance each time there is a change of pastor or other leader, in the case of Seminary or School, and request that the results of that review be provided to the Director.
- H. Victims Fund. The Archdiocese shall seek as part of its bankruptcy plan to establish a fund for the ongoing and future counseling for victims of clergy sexual abuse that occurred at any time within the Archdiocese Territory, including Victim 1, Victim 2, and Victim 3, such that they might have access to ongoing reasonable and appropriate counseling. In this regard, the Parties specifically contemplate and agree that Victim 1, Victim 2, Victim 3 (as referred to in the Petition for Order to Show Cause) and their immediate family, to the extent they have a cognizable claim, will benefit from any fund established as part of the bankruptcy process.
- I. Bankruptcy Proceedings. The Archdiocese is subject to certain limits and restrictions as a debtor-in-possession in the Bankruptcy Proceedings. As part of this Agreement, the Archdiocese shall move for Bankruptcy Court approval of this Agreement at the earliest practicable time, but no later than January 31, 2016. This Agreement shall not be effective until such time as it is approved by the United States Bankruptcy Court. To the extent the Archdiocese is required to expend funds outside the ordinary course of business as a result of this Agreement, the Archdiocese shall seek approval for such expenditures from the bankruptcy court.
- J. Obligations Survive Bankruptcy. The parties specifically agree that the terms and conditions specified herein shall be described in the Archdiocese's Chapter 11 disclosure statement and be fully incorporated into its Chapter 11 plan, and if approved in the Bankruptcy Proceedings shall survive on and after the date the Archdiocese is discharged from the Bankruptcy Proceedings.

K. Non-solicitation. Nothing in this Agreement shall be construed as a solicitation of a plan of reorganization in violation of the Bankruptcy Code.

L. Breach of this Agreement; Opportunity to Cure; Attorney's Fees. If the RCAO determines in its reasonable judgment at any time during the term of this Agreement that the Archdiocese is in material breach of this Agreement, the RCAO will serve (as "serve" is defined under the Minnesota Rules of Civil Procedure) a Notice of Breach upon the Archdiocese, with copies mailed to the Archbishop, Secretary of the Board, and Director. The Archdiocese shall then have a period of twenty-eight (28) calendar days after service in which to cure.

If after the twenty-eight (28) calendar days the RCAO continues to have cause to believe the Archdiocese has materially breached this Agreement, the RCAO may initiate legal proceedings in the Court to enforce this Agreement by any legal or equitable means it deems available, including, without limitation, contempt of court, specific performance, or breach of contract.

If the Court determines the Archdiocese breached this Agreement, it shall enter an appropriate order against the Archdiocese and, as part of that order, may award the RCAO the value of its reasonable attorney's fees incurred in litigating the breach.

In the event the RCAO is required to enforce this Agreement, its exercise of remedies for breach of this Agreement is agreed by the Parties to be an exercise of its police and regulatory powers.

M. Term of Agreement. This Agreement begins upon its approval by the United States Bankruptcy Court and runs for thirty-six (36) months following such approval. The Parties agree, however, that the protection of minors from sexual abuse is a core need, expectation and operational function of the Archdiocese such that, irrespective of the Bankruptcy Proceedings but subject to the specific exceptions noted herein, each will begin work to achieve the terms and conditions of this Agreement with deliberate speed using their respective best efforts upon execution of this Agreement. Except as otherwise provided herein, the Archdiocese further agrees that to the extent it has/had not already done so, it will come into substantial compliance with the Safe Environment Compliance Standards defined herein within twelve (12) months of the last date of execution below.

N. Changes to Agreement. This agreement may be amended by the Parties in writing. In the event either the Archdiocese or the RCAO desire to change any term, condition or requirement of this Agreement, the Parties agree to meet and confer in good faith over the changes one or the other may propose.

O. Invalidity. If any one or more of the terms, conditions or requirements of this Agreement are deemed unenforceable or invalid by the Court, the enforceability, validity and legality of the remaining provisions shall not in any way be affected or impaired thereby.

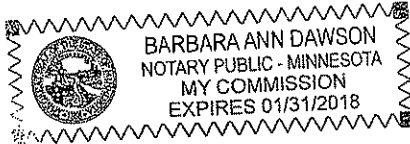
P. Dismissal of Civil Action. Upon expiration of this Agreement, the RCAO agrees to move to dismiss the Civil Action with prejudice.

- Q. **Governing Law; Venue.** This Agreement shall be governed by, construed and interpreted consistent with Minnesota law. Any litigation between the Parties relating to this Agreement shall be before the Court.
- R. **No use.** This Agreement is to be considered independent in all respects from any other matter, and shall not be admissible into evidence in any proceeding except the above-referenced juvenile case and Bankruptcy Proceedings for purposes of its approval.
- S. **Counterparts.** This Agreement may be signed in counterparts, any of which shall be deemed an original but all of which shall constitute the same Agreement.
- T. **Statement of Authority.** The Board of Directors of the Archdiocese has approved this Agreement as reflected in the attached Board Resolution, which therein authorizes the Archbishop as President of the Board of the Archdiocese or the Apostolic Administrator, as well as the Secretary of the Corporation to enter into and execute this Agreement for and on behalf of the Archdiocese. The Archdiocese further represents that this Agreement has been entered into after appropriate consultation with the Archdiocese Finance Council and the Archdiocese College of the Consultors.

IN WITNESS WHEREOF, the Archdiocese and the RCAO execute this Agreement on and as of the date(s) indicated below:

Dated: 12/17/2015

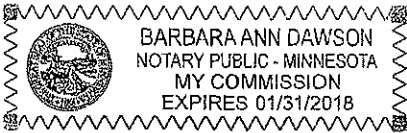
THE ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS, a Minnesota corporation



By: Bernard A. Hebl
Its PRESIDENT

Subscribed and sworn to before me this 17th day of December, 2015.

Barbara Ann Dawson
Notary Public



By: Joseph T. Dixon
Its Secretary

Subscribed and sworn to before me this 17th day of December, 2015.

Barbara Ann Dawson
Notary Public

Registered Office:
226 Summit Avenue
St. Paul, Minnesota 55102

APPROVED:

FREDRIKSON AND BYRON, P.A.

Dated: 12/17/15

By: Joseph T. Dixon
Joseph T. Dixon (#0283903)
Andrew F. Johnson (#0390783)
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
612-492-7000
Facsimile: 612-492-7077
-jdixon@fredlaw.com
ajohnson@fredlaw.com

Dated: 12.17.15

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

By: 

John J. Choi (#257175)

Ramsey County Attorney

John T. Kelly (#214098)

First Assistant County Attorney

Thomas E. Ring (#25082X)

Assistant County Attorney

Stephanie L. Wiersma (#395741)

Assistant County Attorney

Office of the Ramsey County Attorney

345 Wabasha Street North, Suite 120

St. Paul, MN 55102

651-266-3222

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS

The Board of Directors of the Archdiocese of Saint Paul and Minneapolis, by majority vote, adopted the following resolution on the 16th day of December, 2015 at a special meeting of the Board of Directors of the Archdiocese of Saint Paul and Minneapolis that (a) was properly organized by Archbishop Bernard A. Hebda, Apostolic Administrator of the Archdiocese, pursuant to Article 6 of the bylaws, and (b) where a quorum was present.

WHEREAS, on or about June 5, 2015 the Ramsey County Attorney's office (RCAO) commenced a Civil Action against the Archdiocese focused on protecting children; and

WHEREAS, the Archdiocese has taken and is taking steps to substantially enhance its Safe Environment Program; and

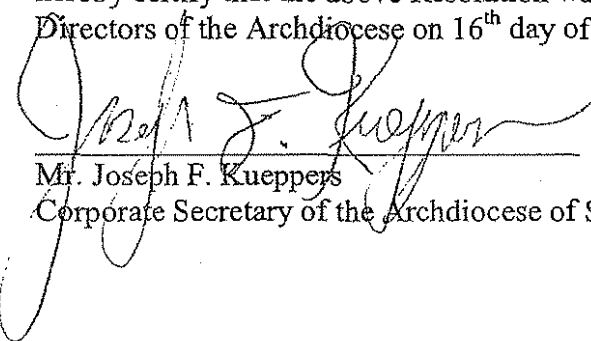
WHEREAS, the Archdiocese and RCAO desire to resolve all matters with respect to said Civil Action by entering into the attached Agreement which is incorporated herein by reference and made a part hereof.

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors, having reviewed discussed and considered a proposed Settlement Agreement dated December 11, 2015 does hereby

1. Authorize Archbishop Hebda and his designees to complete any final negotiations of the Settlement Agreement, and
2. Authorize and direct the President and the Secretary of this Corporation to execute a final Settlement Agreement, and
3. Direct the Archbishop and the Archdiocese bankruptcy counsel to seek approval of the Settlement Agreement by the United States Bankruptcy Court.

CERTIFICATION OF CORPORATE SECRETARY

The undersigned Corporate Secretary of the Archdiocese of Saint Paul and Minneapolis does hereby certify that the above Resolution was duly adopted and approved by the Board of Directors of the Archdiocese on 16th day of December, 2015.


Mr. Joseph F. Kueppers

Corporate Secretary of the Archdiocese of Saint Paul and Minneapolis

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT
JUVENILE COURT DIVISION

In the Matter of the Welfare of:

MNCIS Group:
Court File No.: 62-JV-15-1674
CA File No.: 2138749

VICTIM-1, a child identified in police reports;

VICTIM-2, a child identified in police reports; and

VICTIM-3, a child identified in police reports.

**AMENDMENT TO
SETTLEMENT AGREEMENT**

Respondent:

The Archdiocese of Saint Paul and Minneapolis,
a Minnesota corporation,
226 Summit Avenue
St. Paul, MN 55102
651-291-4400

The Archdiocese of St. Paul and Minneapolis, a Minnesota corporation (“Archdiocese”), and the Ramsey County Attorney (“RCAO”) hereby modify and amend that certain Settlement Agreement between them dated December 17, 2015 (“Agreement”), pursuant to Paragraph N therein, as follows:

1. The RECITALS are deleted and the following inserted in their place:

RECITALS

WHEREAS, the Parties agree that the Archdiocese shall seek to create and foster an organizational culture in which everyone becomes and remains vigilant about achieving an overall aspirational goal that no child ever again be the victim of clergy sexual abuse; and

WHEREAS, the RCAO initiated the Civil Action on June 3, 2015 petitioning the Court for an order that the Archdiocese show cause why it should not be subject to the jurisdiction of the Court for contributing to a child’s need for protection or services; and

WHEREAS, the Court found probable cause to support issuance of the order requested by the RCAO; and

WHEREAS, the Archdiocese has taken and is taking steps to substantially enhance its Safe Environment Program; and

WHEREAS, the Archdiocese initiated Bankruptcy Proceedings before the Civil Action was brought, and now seeks to pursue resolution of the Civil Action in a prudent manner consistent with the protection of assets available for creditors; and

WHEREAS, the RCAO seeks to protect the community and hold individuals and organizations accountable for injurious conduct as required by law and the interests of justice; and

WHEREAS, the Archdiocese admits wrongdoing as set forth herein; and

WHEREAS, the Parties agree that this Agreement will advance their mutual interests in the protection of minors beyond what may otherwise be obtained through further litigation.

NOW, THEREFORE, the Parties, in consideration of the promises and mutual undertakings contained in this Agreement, here promise their respective best efforts to achieve with deliberate speed the following terms and conditions of settlement:

2. Paragraph B is deleted and the following inserted in its place:

B. Basis for Civil Action. The factual basis for the Civil Action as alleged by the RCAO is contained in the Petition for Order to Show Cause, a copy of which is attached to the Agreement.

3. Paragraph C is deleted and the following inserted in its place:

C. Admission of Wrongdoing and Statement of the Archdiocese. The Archdiocese agrees as follows:

Curtis Wehmeyer was a priest in this Archdiocese. The Archdiocese admits that it failed to adequately respond and prevent the sexual abuse of Victim 1, Victim 2, and Victim 3. The Archdiocese failed to keep the safety and wellbeing of these three children ahead of protecting the interests of Curtis Wehmeyer and the Archdiocese. The actions and omissions of the Archdiocese failed to prevent the abuse that resulted in

the need for protection and services for these three children.

The Archdiocese shall issue a public statement relating to execution of this Amendment to Settlement Agreement, both in writing and through public statements of its representatives. The RCAO agrees that such statements would not be admissible as evidence.

4. Paragraph F is amended to add the following second paragraph:

Further, the Archdiocese through Archbishop Hebda agrees to participate in at least three (3) restorative justice sessions to be determined by the RCAO.

5. Paragraph 10.1 is deleted and the following inserted in its place:

10.1 The RCAO will recommend one individual for appointment to the Ministerial Review Board and the Director shall not unreasonably reject that recommendation. The Director shall thereafter consider recommendations that may be made by the RCAO in the appointment of members to the Ministerial Review Board.

6. Paragraph 13.6 is deleted and the following inserted in its place:

13.6 Confidentiality Agreements. The Archdiocese shall not enter into confidentiality agreements regarding allegations of sexual abuse of minors unless requested by the victim and noted in the text of the agreement.

With respect to any settlement agreement preceding the effective date of this Amendment to Settlement Agreement, the Archdiocese releases any victim of alleged sexual abuse from any confidentiality obligation that may exist in any settlement agreement entered into with the Archdiocese. The Archdiocese shall make a public statement within thirty (30) days of the effective date of this Amendment to Settlement Agreement that it has released any alleged victim of sexual abuse from any confidentiality obligation attributable to any earlier settlement agreement with the Archdiocese.

7. Paragraphs 13.11 and 13.12 are deleted and the following inserted in their place:

13.11 Position of Director. The Archdiocese shall maintain the position, authority and responsibilities of the Director until at least February 1, 2020. It thereafter pledges its intent and commitment to maintain the same or a substantially similar position going forward thereafter.

- a. The Director shall have an adequate budget so that the Director unilaterally or the Ministerial Review Board as a body may retain outside

legal counsel solely regarding the matters of ministerial standards and safe environment. Under this exclusive defined authority, the Director and the Ministerial Review Board shall not be required to confer with or rely only upon internal legal services of the Archdiocese. To the extent legal fees will exceed the Director's budget, financial expenditures are subject to approval by the Board and the Archdiocese Finance Council (and the Bankruptcy Court during the pendency of the Bankruptcy Proceedings) if necessary.

- b. In the event the position of Director becomes vacant prior to February 1, 2020, the Archbishop will consult with the Board, the Ministerial Review Board, and the RCAO regarding a successor to fill the position of Director.
 1. If practicable, the current Director shall provide notice to the Ministerial Review Board and the Archbishop of his intent to separate from employment as early as practicable to permit a comprehensive, effective search for his replacement.

8. Paragraph 14.2(b) is deleted and the following inserted in its place:

- b. The first annual outside audit will cover the period from the last date of execution of the Agreement through June 30, 2017. Fiscal-year auditing shall occur thereafter. The Agreement as amended contemplates three (3) fiscal year outside compliance audits.

9. Paragraph H (Victims Fund) is amended to add the following second paragraph:

The Archdiocese represents that it has included the establishment of a Victims Fund as part of its Plan for Reorganization filed May 26, 2016 in the Bankruptcy Proceedings. Should such a fund not exist at discharge from the Bankruptcy Proceedings, the Archdiocese agrees to meet and confer with the RCAO regarding the provision of ongoing and future counseling or treatment, as such counseling or treatment may then be appropriate, for any of Victim 1, Victim 2, Victim 3 or a member of their immediate family.

10. The first sentence of Paragraph M (Term of Agreement) is deleted and the following inserted in its place:

This Agreement was approved by the United States Bankruptcy Court on January 28, 2016 and runs until February 1, 2020.

11. This Amendment is effective upon execution.

IN WITNESS WHEREOF, the Archdiocese and the RCAO execute this Amendment to Settlement Agreement on and as of the date(s) indicated below:

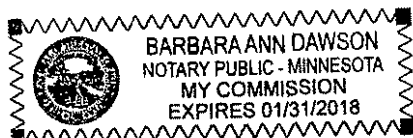
Dated: July 19, 2016

THE ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS, a Minnesota corporation

By: Bernard A. Hebda
Bernard A. Hebda
Its President

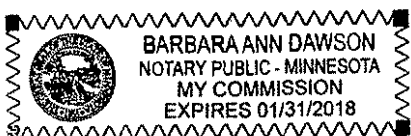
Subscribed and sworn to before me this 19th day of July, 2016.

Barbara Ann Dawson
Notary Public



Subscribed and sworn to before me this 19th day of July, 2016.

Barbara Ann Dawson
Notary Public



By: Joseph F. Kueppers
Joseph F. Kueppers
Its Secretary

Registered Office:
226 Summit Avenue
St. Paul, Minnesota 55102

APPROVED AS TO FORM:


FREDRIKSON AND BYRON, P.A.

Dated: July 19, 2016

By: Joseph T. Dixon
Joseph T. Dixon (#0283903)
Andrew F. Johnson (#0390783)
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
612-492-7000
Facsimile: 612-492-7077
jdixon@fredlaw.com
ajohnson@fredlaw.com

Dated: 7-19-16

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

By: 

John J. Choi (#257175)

Ramsey County Attorney

John T. Kelly (#214098)

First Assistant County Attorney

Thomas E. Ring (#25082X)

Assistant County Attorney

Stephanie L. Wiersma (#395741)

Assistant County Attorney

Office of the Ramsey County Attorney

345 Wabasha Street North, Suite 120

St. Paul, MN 55102

651-266-3222

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

State of Minnesota,

D. C. File No.: 62-CR-15-4175

C. A. File No.: 2139124

Plaintiff,

vs.

DISMISSAL

PURSUANT TO RULE. 30.01

The Archdiocese of Saint Paul and Minneapolis,
a Minnesota corporation,

Defendant.

TO: The Court, by the Honorable Teresa R. Warner; and

Defendant above named, by its attorney, Joseph T. Dixon III, Fredrikson & Byron, P.A.,
200 South Sixth Street, Suite 4000, Minneapolis, MN 55401-1425.

PLEASE TAKE NOTICE that, having brought this criminal action with a companion civil proceeding (District Court File No. 62-JV-15-1674) in tandem pursuant to Minn. Stat. § 260C.335, subd. 4, and having achieved the purpose of the underlying law, the Prosecuting Authority hereby dismisses the above-captioned matter in the best interests of justice.

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

Dated: July 20, 2016

By: /s/ Thomas E. Ring

John J. Choi (#257175)
John T. Kelly (#214098)
First Assistant County Attorney
Thomas E. Ring (#25082X)
Assistant County Attorney
Stephanie L. Wiersma (#0395741)
Assistant County Attorney
Office of the Ramsey County Attorney
345 Wabasha Street North, Suite 120
St. Paul, MN 55102
Telephone: (651) 266-3222

EXHIBIT K(2)

EXHIBIT L(1)

**LIST OF ~~PROTECTED PARTY INSURANCE POLICIES:~~
ARCHDIOCESAN ~~SETTLING INSURERS AND NON-~~**

The Catholic Mutual Relief Society of America (only with respect to claims covered by the Catholic Mutual Settlement Agreement);
The Home Insurance Company in Liquidation;
State Farm Fire and Casualty Company;
American Home Assurance Company;
The Continental Insurance Company, as successor by merger to The Fidelity and Casualty Company of New York;
Continental Casualty Company;
American Casualty Company of Reading, PA.;
National Fire Insurance Company of Hartford;
Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company);
Northfield Insurance Company;
St. Paul Surplus Lines Insurance Company;
St. Katherine Insurance Company PLC (now known as St. Paul International Insurance Company);
Employers' Liability Assurance Corp. and its successors Lamorak Ins. Co., f/k/a OneBeacon America Ins. Co., and Belvedere Insurance Company;
Fireman's Fund Insurance Company;
The Hartford Accident and Indemnity;
TIG Insurance Company, as successor to International Insurance Company; and
21st Century Centennial Insurance Company f/k/a Colonial Penn Insurance Company

EXHIBIT L(2)

LIST OF PARISH SETTLING INSURERS

SETTLING ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS INSURERS

Insurer	Settlement as to Policy No.	Dates
The Catholic Mutual Relief Society of America 10843 Old Mill Road Omaha, NE 68154-2600	8140 8589 Release limited to claims covered by the Catholic Mutual Settlement Agreement (Exhibit G-3)	9/1/90—9/1/92 9/1/92—present
The Home Insurance Company in Liquidation 6th Floor 61 Broadway New York, NY 10006-2504	54010 63810 Policy buy-backs for claims in liquidation	8/1/61—8/1/64 8/1/64—8/1/67
State Farm Fire and Casualty Company One State Farm Plaza Bloomington, IL 61710	SM23839120 93-010482 Policy buy-backs	8/75—8/77 (upon information and belief) 8/77—8/78 (upon information and belief)

NON-SETTLING ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS INSURERS

Insurer	Policy No.	Dates
AIG Property Casualty (for American Home Assurance Company) 175 Water Street, 18th Floor New York, NY 10038	CE2598055 BE3374208	8/17/69—8/17/72 8/17/72—8/17/75
Appalachian Insurance Company Attn: Norma Newell FM Global Corporate Offices 270 Central Avenue Johnston, RI 02919	70008 (Policy issued to Brothers of the Christian Schools)	7/1/68-7/1/71
Arrowood Indemnity Company as successor to Royal Indemnity Company	RTI-114937 RTY-114998 (Policies issued to Brothers of the Christian Schools naming Diocese of Saint Paul and Minneapolis as additional insured)	7/1/67-7/1/68 7/1/68-7/1/71

NON-SETTLING ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS INSURERS

Insurer	Policy No.	Dates
The Catholic Mutual Relief Society of America 10843 Old Mill Road Omaha, NE 68154-2600	8140 8589 With respect to claims not covered by the Catholic Mutual Settlement Agreement (Exhibit G-1)	9/1/90—9/1/92 9/1/92—present
Centennial Insurance Company in Liquidation New York Liquidation Bureau 110 William Street New York, NY 10038	291696527 291713899	9/1/80—9/1/83 9/1/83—9/1/86
CNA (for The Fidelity and Casualty Company of New York) (for National Fire and Insurance Company) (for Continental Casualty Company) 333 South Wabash Avenue Chicago, IL 60604	174758 XP128258/74084 HO4527587 RDU9799786 1861803 9797772	1943-1946 8/1/52—8/1/55 8/16/63—8/16/66 8/17/66—8/17/69 6/18/74-8/1/74
Fireman's Fund Insurance Company 777 San Marin Drive Novato, CA 94998	GAC312672 CL331931	8/1/55—8/1/58 8/1/58—8/1/61
The Hartford Accident and Indemnity Company One Hartford Plaza Hartford, CT 06155-0001	41C549216	8/1/70—8/1/73
Interstate Fire & Casualty Co. 33 West Monroe Street Chicago, IL 60603	183152670 830170075 830172570	9/1/80—9/1/84 9/1/84—9/1/85 9/1/85—9/1/86

NON-SETTLING ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS INSURERS

Insurer	Policy No.	Dates
<p>London Market Insurers: Certain Underwriters at Lloyd's, London subscribing to Policies SL3721, SL3722, SL3723, ISL3115, ISL3116, ISL3117, ISL3675, ISL3613, ISL3614, and ISL3615; Excess Insurance Company, a/k/a Excess Insurance Company Limited; Market International Insurance Company, f/k/a Terra Nova Insurance Company, a/k/a Terra Nova Insurance Company Limited; Dominion Insurance Company Ltd.; Stronghold Insurance Company Limited; Tenecom Ltd., f/k/a The Yasuda Fire & Marine Insurance Company of Europe Ltd., a/k/a Yasuda Fire & Marine Insurance Company (U.K.) Limited; RiverStone Insurance (UK) Limited, on its own behalf and as successor in interest to Sphere Drake Limited (formerly named Odyssey Re (London) Limited, Sphere Drake Insurance plc and Sphere Insurance Company Limited); CX Reinsurance Company Ltd., f/k/a CNA Reinsurance of London, Ltd.; those insurers subscribing to Insurance Policy Nos. SLC5743, ICO4076, ICO5200, ICO5402 e/o Catalina J. Sugayan Sedgwick LLP Suite 4200 One North Wacker Drive Chicago, IL 60606</p>	<p>SL3721 / SLC5742 SL3722 / SLC5743 SL3723 / SLC5744 ISL3115 / ICO4074 ISL3116 / ICO4075 ISL3117 / ICO4076 ISL3675 / ICO5200 ISL3613 / ICO5387 ISL3614 ISL3615 / ICO5402</p>	<p>9/1/80-9/1/83 " " 9/1/83-9/1/86 " 9/1/83-9/1/85 9/1/85-9/1/86 9/1/86-9/1/87 " "</p>
<p>Northwestern National (for Bellefonte Insurance Company) 9277 Centre Pointe Drive, Suite 140 West Chester, OH 45069</p>	<p>SLC5742 (Part of London Market)</p>	<p>9/1/80-9/1/83</p>
<p>National Surety Corporation 777 San Martin Drive Novato, CA 94945</p>	<p>XLX1488368</p>	<p>9/1/84-9/1/85</p>

NON-SETTLING ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS INSURERS

Insurer	Policy No.	Dates
Lamorak Ins. Co., f/k/a OneBeacon America Ins. Co., and various of its predecessor and affiliated underwriting entities, including Commercial Union Ins. Co., American Employers' Ins. Co., and Employers' Liability Assurance Corp. Resolute Management, Inc. 1000 Washington St., 4th Floor Boston, MA 02188	618657 769213 E22-8501-032 (Policy issued to Brothers of the Christian Schools)	1946-1949 1949-1952 3/15/67-7/1/68
Swiss Re America Corp as administrator for 21st Century Centennial Insurance Company (for Colonial Penn Insurance Company) 3 Beaver Valley Road Wilmington, DE 19803-1115	XL150030 XL150079	9/1/85-9/1/86 9/1/86-9/1/87
TIG Insurance Company (for International Insurance Company) 250 Commercial Street, Suite 5000 Manchester, NH 03101	GA114938	8/1/67-8/1/70
Travelers Casualty and Surety Company (for Aetna Casualty & Surety Insurance Company) One Tower Square Hartford, CT 06183	37AL188420 37SM802875FCA 37SM802875FCA7 37SM10285FCA 37SM15868FCA 37XS1768WCA 37XS2046WCA 37XS2401WCA 37XS2831WCA 37XS3399WCA	8/1/73-8/1/74 8/1/74-8/1/77 8/1/77-8/1/78 8/1/78-8/1/79 8/1/79-7/1/80 8/17/75-8/17/76 8/17/76-8/17/77 8/17/77-8/17/78 8/17/78-7/1/79 7/1/79-7/1/80
Travelers (for Northfield Insurance Company) 385 Washington Street St. Paul, MN 55101	EL85004	9/1/85-9/1/86
Travelers (for St. Paul Surplus)	SUO5500535	9/1/86-9/1/87

SETTLING PARISH INSURERS

ACE (INA and Aetna Ins. Co.)
ARGO Insurance d/b/a Great Central Ins. Co.
Arrowood Indemnity Company as successor to Royal Indemnity Company
Auto-Owners Insurance Company
BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation and BITCO National Insurance Company f/k/a Bituminous Fire and Marine Insurance Company
The Catholic Mutual Relief Society of America
Chubb & Son, Great Northern Insurance Company and Federal Insurance Company
Church Mutual Insurance Co.
Continental Casualty Company and any other underwriting company operating under the CNA service mark ; The Continental Insurance Company; The National Fire Insurance Co. of Hartford successor by merger to Transcontinental Insurance Company; The Continental Insurance Company, successor by merger to the Glens Falls Insurance Company and successor by merger to the Fidelity and Casualty Company of New York
Continental Western Group (for Continental Western Insurance Company, Western Mutual Insurance Company, Tri-State Mutual Insurance Company and Tri-State Insurance Company of Minnesota)
Crum & Forster, TIG Insurance Company, United States Fire Insurance Company, North River Insurance Company and any and all Fairfax (U.S.), Inc. affiliates.
Fireman's Fund Insurance Co. (American Insurance Company)
GEICO General Insurance Company (Houston General)
Great American Ins. <u>Insurance Company, Great American Assurance Company, Co.</u> (Anchor Casualty Co. <u>Insurance Company, Queen City Insurance Company, Agricultural Ins. Co. <u>Insurance Company, American Empire Insurance Company, American National Fire Ins. Co. <u>Insurance Company, and/or Great American Empire Ins. <u>Insurance Company of New York.</u></u></u></u>
The Hartford Accident and Indemnity Company (New England Ins. Co., New York Underwriters)
The Home Insurance Company in Liquidation
Lamorak Ins. Co., f/k/a OneBeacon America Ins. Co., and various of its predecessor and affiliated underwriting entities, including Commercial Union Ins. Co., American Employers' Ins. Co., and Employers' Liability Assurance Corp. <u>Employers' Liability Assurance Corp. and its successors Lamorak Ins. Co., f/k/a OneBeacon America Ins. Co., and Belvedere Insurance Company</u>
Liberty Mutual Insurance (General Ins. Co. of America; SAFECO Ins.; Ohio Casualty; Tower Ins. Co.)
Motorists Commercial Mutual Ins. Co. (American Hardware; Iowa Mutual)
Ohio Farmers Ins. Co. and Westfield Insurance Company
Sentry Insurance (Hardware Mutual)
State Farm Fire and Casualty Company

SETTLING PARISH INSURERS

Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company); Travelers Indemnity Company; St. Paul Fire and Marine Insurance Company; United States Fidelity and Guaranty Company; Phoenix Insurance Company; St. Paul Surplus Lines Insurance Company; Northfield Insurance Company; ~~And each of the foregoing entities' past and present parent corporations, subsidiaries, divisions, affiliated entities, merged entities, and predecessor entities.~~ [St. Katherine Insurance Company PLC \(now known as St. Paul International Insurance Company\).](#)

Western National Ins. (Mutual Creamery; Farmer's Home Mutual Ins.)

Zurich North America (Assurance; Maryland Casualty Co; Northern Ins. Co. of NY)

EXHIBIT L(3)

LIST OF NON-SETTLING INSURERS

<u>Insurer</u>	<u>Policy No.</u>	<u>Dates</u>
<u>Appalachian Insurance Company</u> <u>Attn: Norma Newell</u> <u>FM Global Corporate Offices</u> <u>270 Central Avenue</u> <u>Johnston, RI 02919</u>	<u>70008</u> <u>(Policy issued to Brothers of</u> <u>the Christian Schools</u> <u>naming Diocese of Saint</u> <u>Paul and Minneapolis as</u> <u>additional insured)</u>	<u>7/1/68-7/1/71</u>
<u>Arrowood Indemnity Company as successor</u> <u>to Royal Indemnity Company</u>	<u>RTI 114937</u> <u>RTY 114998</u> <u>(Policies issued to Brothers</u> <u>of the Christian Schools</u> <u>naming Diocese of Saint</u> <u>Paul and Minneapolis as</u> <u>additional insured)</u>	<u>7/1/67-7/1/68</u> <u>7/1/68-7/1/71</u>
<u>The Catholic Mutual Relief Society of</u> <u>America</u> <u>10843 Old Mill Road</u> <u>Omaha, NE 68154-2600</u>	<u>8140</u> <u>8589</u> <u>With respect to claims not</u> <u>covered by the Catholic</u> <u>Mutual Settlement</u> <u>Agreement</u>	<u>9/1/90 - 9/1/92</u> <u>9/1/92 - present</u>
<u>Centennial Insurance Company in Liquidation</u> <u>New York Liquidation Bureau</u> <u>110 William Street</u> <u>New York, NY 10038</u>	<u>291696527</u> <u>291713899</u> <u>287014764</u>	<u>9/1/80 - 9/1/83</u> <u>9/1/83 - 9/1/86</u> <u>9/1/86 - 9/1/87</u>
<u>Interstate Fire & Casualty Co.</u> <u>33 West Monroe Street</u> <u>Chicago, IL 60603</u>	<u>183152670</u> <u>830170075</u> <u>830172570</u>	<u>9/1/80 - 9/1/84</u> <u>9/1/84 - 9/1/85</u> <u>9/1/85 - 9/1/86</u>
<u>Employers' Liability Assurance Corp. and its</u> <u>successors Lamorak Ins. Co., f/k/a</u> <u>OneBeacon America Ins. Co., and Belvedere</u> <u>Insurance Company.</u> <u>c/o Resolute Management, Inc.</u> <u>1000 Washington St., 4th Floor</u> <u>Boston, MA 02188</u>	<u>E22-8501-032</u> <u>(Policy issued to Brothers of</u> <u>the Christian Schools</u> <u>naming Diocese of Saint</u> <u>Paul and Minneapolis as</u> <u>additional insured)</u>	<u>3/15/67-7/1/68</u>

LIST OF NON-SETTLING INSURERS

<u>Insurer</u>	<u>Policy No.</u>	<u>Dates</u>
<u>London Market Insurers: Certain</u>	<u>SL3721 / SLC5742</u>	<u>9/1/80 - 9/1/83</u>
<u>Underwriters at Lloyd's, London subscribing</u>	<u>SL3722 / SLC5743</u>	<u>"</u>
<u>to Policies SL3721, SL3722, SL3723,</u>	<u>SL3723 / SLC5744</u>	<u>"</u>
<u>ISL3115, ISL3116, ISL3117, ISL3675,</u>	<u>ISL3115 / ICO4074</u>	<u>9/1/83 - 9/1/86</u>
<u>ISL3613, ISL3614, and ISL3615; Excess</u>	<u>ISL3116 / ICO4075</u>	<u>"</u>
<u>Insurance Company, a/k/a Excess Insurance</u>	<u>ISL3117 / ICO4076</u>	<u>9/1/83-9/1/85</u>
<u>Company Limited; Markel International</u>	<u>ISL3675 / ICO5200</u>	<u>9/1/85 - 9/1/86</u>
<u>Insurance Company, f/k/a Terra Nova</u>	<u>ISL3613 / ICO5387</u>	<u>9/1/86 - 9/1/87</u>
<u>Insurance Company, a/k/a Terra Nova</u>	<u>ISL3614</u>	<u>"</u>
<u>Insurance Company Limited; Dominion</u>	<u>ISL3615 / ICO5402</u>	<u>"</u>
<u>Insurance Company Ltd.; Sovereign Marine &</u>		<u>"</u>
<u>General Insurance Company Limited;</u>		<u>"</u>
<u>Stronghold Insurance Company Limited;</u>		<u>"</u>
<u>Tenecom Ltd., f/k/a The Yasuda Fire &</u>		<u>"</u>
<u>Marine Insurance Company of Europe Ltd.,</u>		<u>"</u>
<u>a/k/a Yasuda Fire & Marine Insurance</u>		<u>"</u>
<u>Company (U.K.) Limited; RiverStone</u>		<u>"</u>
<u>Insurance (UK) Limited, on its own behalf</u>		<u>"</u>
<u>and as successor in interest to Sphere Drake</u>		<u>"</u>
<u>Limited (formerly named Odyssey Re</u>		<u>"</u>
<u>(London) Limited, Sphere Drake Insurance</u>		<u>"</u>
<u>plc and Sphere Insurance Company Limited);</u>		<u>"</u>
<u>CX Reinsurance Company Ltd., f/k/a CNA</u>		<u>"</u>
<u>Reinsurance of London, Ltd.; those insurers</u>		<u>"</u>
<u>subscribing to Insurance Policy Nos.</u>		<u>"</u>
<u>SLC5743, ICO4076, ICO5200, ICO5402</u>		<u>"</u>
<u>c/o Catalina J. Sugayan</u>		<u>"</u>
<u>Sedgwick LLP, Suite 4200</u>		<u>"</u>
<u>One North Wacker Drive</u>		<u>"</u>
<u>Chicago, IL 60606</u>		<u>"</u>
<u>For the avoidance of doubt, and</u>		<u>"</u>
<u>notwithstanding anything else in the Plan,</u>		<u>"</u>
<u>including any Exhibits, St. Katherine</u>		<u>"</u>
<u>Insurance Company PLC (now known as St.</u>		<u>"</u>
<u>Paul International Insurance Company), each</u>		<u>"</u>
<u>of its present parents, subsidiaries, affiliates,</u>		<u>"</u>
<u>and divisions, and each of the foregoing</u>		<u>"</u>
<u>Persons' respective past and present parents,</u>		<u>"</u>
<u>subsidiaries, and affiliates are Archdiocesan</u>		<u>"</u>
<u>Settling Insurer Entities and Parish Settling</u>		<u>"</u>
<u>Insurer Entities and not Non-Settling Insurers.</u>		<u>"</u>

LIST OF NON-SETTLING INSURERS

<u>Insurer</u>	<u>Policy No.</u>	<u>Dates</u>
<u>Northwestern National, as successor to Bellefonte Insurance Company 9277 Centre Pointe Drive, Suite 140 West Chester, OH 45069</u>	<u>SLC5742 (Part of London Market)</u>	<u>9/1/80 - 9/1/83</u>
<u>National Surety Corporation 777 San Martin Drive Novato, CA 94945</u>	<u>XLX1488368</u>	<u>9/1/84-9/1/85</u>

EXHIBIT M

LIST OF CATHOLIC ENTITIES

Catholic Entity	Address
The Church of All Saints of Lakeville, Minnesota, including the parish school	19795 Holyoke Ave Lakeville, MN 55044
The Church of the Annunciation of Hazelwood, Minnesota	4996 Hazelwood Ave Northfield, MN 55057-4255
The Church of the Annunciation of Minneapolis, including the parish school	509 54th St W Minneapolis, MN 55419
The Church of the Ascension of Norwood, Minnesota	323 Reform St N Norwood Young America, MN 55368
The Church of the Ascension of Minneapolis, Minnesota, including the parish school	1723 Bryant Ave N Minneapolis, MN 55411
The Church of the Assumption	51 7th St W St. Paul, MN 55102
The Church of the Assumption of Richfield, Minnesota	305 East 77th St Richfield, MN 55423-4312
Basilica of St. Mary of Minneapolis	88 17 th St. N. P.O. Box 50010 Minneapolis, MN 55405
The Church of the Blessed Sacrament of St. Paul	2119 Stillwater Ave St. Paul, MN 55119
Blessed Trinity Catholic School of Richfield, Minnesota	6720 Nicollet Ave S Richfield, MN 55423-3629
Carondelet Catholic School	3210 51st St W Minneapolis, MN 55410-2110
The Cathedral of Saint Paul	239 Selby Ave St. Paul, MN 55102
The Catholic Cemeteries	2105 Lexington Ave. South Mendota Heights, MN 55120
The Church of Christ the King of Minneapolis	5029 Zenith Ave S Minneapolis, MN 55410
The Church of All Saints of Minneapolis	435 4th St NE Minneapolis, MN 55413-2037
Community of Saints Regional Catholic School	335 East Hurley Ave West St. Paul, MN 55118
The Church of Corpus Christi of Saint Paul	2131 Fairview Ave N Roseville, MN 55113
The Catholic Church of Divine Mercy of Faribault, including the parish school	139 Mercy Drive Faribault, MN 55021

Catholic Entity	Address
The Church of The Epiphany of Coon Rapids, Minnesota, including the parish school	1900 111th Ave NW Coon Rapids, MN 55433-3728
Faithful Shepherd Catholic School	3355 Columbia Dr. Eagan, MN 55121-4202
Frassati Catholic Academy	4690 Bald Eagle Ave. White Bear Lake, MN 55110
The Church of Gichitwaa Kateri	3045 Park Ave Minneapolis, MN 55407-1517
The Church of the Good Shepherd, of Minneapolis, Minnesota, including the parish school	145 Jersey Ave S Golden Valley, MN 55426-1527
The Church of the Guardian Angels of Oakdale, Minnesota	8260 Hudson Blvd Lake Elmo, MN 55042
Church of the Guardian Angels of Chaska, Minn including the parish school	218 Second St W Chaska, MN 55318-1813
Highland Catholic School	2017 Bohland Ave St. Paul, MN 55116-1911
The Church of the Holy Childhood, St. Paul, Minnesota	1435 Midway Pkwy St. Paul, MN 55108-2419
The Church of the Holy Cross of Minneapolis, Minnesota	1621 University Ave NE Minneapolis, MN 55413-1231
Holy Cross Catholic School	6100 37th St. W. Webster, MN 55088
The Church of the Holy Family of St. Louis Park, including the parish school	5900 Lake St W Saint Louis Park, MN 55416-2033
The Church of the Holy Name of Minneapolis	3637 11th Ave S Minneapolis, MN 55407-2625
The Church of the Holy Name of Jesus of Medina, Minnesota, including the parish school	155 County Rd 24 Wayzata, MN 55391-9614
Dominican Fathers Holy Rosary Church & School	2424 - 18th Ave S Minneapolis, MN 55404
The Church of the Holy Spirit of St. Paul, Minnesota, including the parish school	515 Albert St S St. Paul, MN 55116-1611
The Church of the Holy Trinity	308 4 th St N Goodhue, MN 55027
The Church of the Holy Trinity of Waterville, Minnesota	506 Common St Waterville, MN 56096-1513
The Church of the Holy Trinity of South St. Paul, including the parish school	749 6th Ave S South St. Paul, MN 55075-3034
The Church of the Immaculate Conception	116 Alabama St SE Lonsdale, MN 55046-0169
The Church of the Immaculate Conception of Watertown, Minnesota	109 Angel Ave NW Watertown, MN 55388-0548

Catholic Entity	Address
The Church of the Immaculate Conception of Columbia Heights, including the parish school	4030 Jackson St NE Columbia Heights, MN 55421-2929
The Church of the Immaculate Conception of Marysburg, Minnesota	27528 Patrick St Madison Lake, MN 56063-4117
The Church of the Immaculate Heart of Mary of Glen Lake, Minnesota	13505 Excelsior Blvd Minnetonka, MN 55345-4913
The Church of the Incarnation of Minneapolis	3817 Pleasant Ave Minneapolis, MN 55409-1228
The Church of Lumen Christi	2055 Bohland Ave St. Paul, MN 55116
The Church of Mary, Mother of the Church of Burnsville, Minnesota	3333 East Cliff Rd Burnsville, MN 55337-3306
The Catholic Church of Mary Queen of Peace, including the parish school	21304 Church Ave Rogers (Hassan Township), MN 55374-9189
The Church of the Maternity of the Blessed Virgin, Saint Paul, Minnesota, including parish school	1414 Dale St N St. Paul, MN 55117-4153
The Church of the Most Holy Redeemer of Montgomery, Minnesota, including the parish school	206 Vine Ave W Montgomery, MN 56069-1063
The Church of the Most Holy Trinity of Wesely, Minnesota	4939 Washington St Veseli, MN 55046-4007
The Church of The Nativity, of Cleveland, Minnesota, including the parish school	200 West Main St Cleveland, MN 56017-0187
The Church of the Nativity of Our Lord, including the parish school	1900 Wellesley Ave St. Paul, MN 55105-1617
The Church of the Nativity of the Blessed Virgin, Oxboro, Minnesota, including parish school	9900 Lyndale Ave S Bloomington, MN 55420-4733
Notre Dame Academy	13505 Excelsior Blvd Minnetonka, MN 55345-4913
The Church of Our Lady of Grace, in Edina, Minnesota, including the parish school	5071 Eden Ave Edina, MN 55436
The Church of Our Lady of Guadalupe of Saint Paul, Minnesota	401 Concord St St. Paul, MN 55107-2475
The Church of Our Lady of Lourdes of St. Anthony, Minnesota	1 Lourdes Place Minneapolis, MN 55414-1018
The Church of Our Lady of Mount Carmel of Minneapolis	701 Fillmore St NE Minneapolis, MN 55413-2525
The Church of Our Lady of Peace, including the parish school	5426 12th Ave S Minneapolis, MN 55417-2505
The Church of Our Lady of the Lake of Mound, Minn., including the parish school	2385 Commerce Blvd Mound, MN 55364-1427

Catholic Entity	Address
The Church of Our Lady of the Prairie, Belle Plaine, including the parish school	212 N Chestnut St Belle Plaine, MN 56011
The Church of Our Lady of Victory of Minneapolis	5155 Emerson Ave N Minneapolis, MN 55430-3414
The Church of Pax Christi of Eden Prairie	12100 Pioneer Trail Eden Prairie, MN 55347-4208
St. John Paul II Catholic Preparatory School	1630 4th St. NE Minneapolis, MN 55413
The Church of the Presentation of the Blessed Virgin Mary of Saint Paul, including the parish school	1725 Kennard St Maplewood, MN 55109-4603
Risen Christ Catholic School	1120 37th St East Minneapolis, MN 55407-2759
The Church of the Risen Savior, of Apple Valley	1501 County Rd 42 E Burnsville, MN 55306-4723
The Church of the Sacred Heart in St. Paul	840 6th St E St. Paul, MN 55106-4543
The Church of the Sacred Heart of Rush City Minnesota	425 Field Ave PO Box 45 Rush City, MN 55069
The Church of the Sacred Heart, including the parish school	4087 West Broadway Ave Robbinsdale, MN 55422-2232
The Society for the Propagation of the Faith, Incorporated (a/k/a Center for Mission)	328 Kellogg Blvd West St. Paul, MN 55102
The Church of St. Cyril of Minneapolis, Minnesota (also known as the Church of Ss. Cyril and Methodius)	1315 2nd St NE Minneapolis, MN 55413-1131
Parish of Saints Joachim and Anne of Shakopee, Minnesota, including parish school	2700 17th Ave E Shakopee, MN 55379-4443
The Church of. SS. Peter and Paul of Medina, Minnesota	145 Railway St E, P.O. Box 96 Loretto, MN 55357-0096
The Church of St. Adalbert, of St. Paul, Minnesota	265 Charles Ave St. Paul, MN 55103-2005
The Church of St. Agatha of Vermillion, Minnesota	3700 160th St E Rosemount, MN 55068-2007
The Church of St. Agnes of St. Paul, Minnesota, including the parish school	535 Thomas Ave St. Paul, MN 55103
The Church of Saint Albert	11400 57th St NE, P.O. Box 127 Albertville, MN 55301-0127
The Church of Saint Albert the Great, of Minneapolis, Minn.	2836 33rd Ave S Minneapolis, MN 55406-1626

Catholic Entity	Address
The Church of St. Alphonsus, of Brooklyn Center, Minnesota, including the parish school	7025 Halifax Ave N Brooklyn Center, MN 55429-1375
The Church of Saint Ambrose of Woodbury, including the parish school	4125 Woodbury Dr. Woodbury, MN 55129-9627
The Church of St. Andrew of Elysian, Minnesota	305 Park Ave NE Elysian, MN 56028-0261
The Church of St. Andrew Kim	1850 Mississippi River Blvd St. Paul, MN 55116-2644
The Church of Saint Anne – Saint Joseph Hien	2627 Queen Ave N Minneapolis, MN 55411-1792
The Church of St. Anne of Hamel, Minnesota	200 Hamel Rd, P.O. Box 256 Hamel, MN 55340-0256
The Church of StAnne of LeSueur, Minnesota, including the parish school	217 N 3rd St Le Sueur, MN 56058-1808
The Church of Saint Bartholomew of Wayzata, including the parish school	630 Wayzata Blvd E Wayzata, MN 55391-1704
The Church of Saint Bernard of St Paul Minnesota	1160 Woodbridge St. St. Paul, MN 55117-4491
The Church of St. Bernard, of Benton, Minnesota, including the parish school	212 Church St E Cologne, MN 55322-9552
The Church of St. Bonaventure, of Bloomington, Minnesota	901 90th St E Bloomington, MN 55420-3801
The Church of St. Boniface	629 2nd St NE Minneapolis, MN 55413-1905
The Church of St. Boniface of St. Bonifacius, Minn.	4025 Main St Saint Bonifacius, MN 55375-0068
The Church of Saint Bridget of Minneapolis	3811 Emerson Ave N Minneapolis, MN 55412-2038
The Church of St. Bridget of Sweden, of Lindstrom, Minnesota	13060 Lake Blvd, P.O. Box 754 Lindstrom, MN 55045-0754
The Church of St. Casimir of St. Paul, Minnesota	934 Geranium Ave E St. Paul, MN 55106-2610
The Church of St. Catherine of Spring Lake, Minnesota	24425 Old Highway 13 Blvd Jordan, MN 55352
The Church of St. Cecilia of St. Paul	2357 Bayless Place St. Paul, MN 55114-1105
The Church of St. Charles Borromeo of Minneapolis, Minnesota, including the parish school	2739 Stinson Blvd NE Saint Anthony, MN 55418-3124
The Church of Saint Charles, Bayport, Minnesota	409 3rd St N Bayport, MN 55003-1044

Catholic Entity	Address
The Church of Saint Columba of St. Paul, Minn.	1327 LaFond Ave St. Paul, MN 55104-2035
St. Croix Catholic School	621 3 rd St. S. Stillwater, MN 55082-4908
The Church of St Dominic of Northfield Minnesota, including the parish school	216 Spring St N Northfield, MN 55057-1431
The Church of St. Edward, of Bloomington, Minnesota	9401 Nesbitt Ave S Bloomington, MN 55437-1943
The Church of St. Elizabeth Ann Seton, Hastings, Minnesota, including the parish school	2035 15th St W Hastings, MN 55033-9294
The Church of Saint Frances Xavier Cabrini of Minneapolis, Minnesota	1500 Franklin Ave SE Minneapolis, MN 55414-3649
The Church of St. Francis de Sales of St. Paul, Minnesota including Child Care Center & Preschool	650 Palace Ave St. Paul, MN 55102-3540
The Church of St. Francis of Assisi	16770 13th St S Lake St Croix Beach, MN 55043-9756
The Church of Saint Francis Xavier of Franconia, Minnesota	25267 Redwing Ave Shafer, MN 55074
The Church of St. Francis of Buffalo, Minnesota, including the parish school	300 First Ave NW Buffalo, MN 55313-5042
The Parish of Saint Gabriel the Archangel of Hopkins, Minnesota	6 Interlochen Rd Hopkins, MN 55343-8548
The Church of St. Genevieve of Centerville, Minnesota	7087 Goiffon Rd Centerville, MN 55038-9125
The Church of Saint George of Long Lake	133 Brown Rd N Long Lake, MN 55356-9560
The Church of St. Gerard	9600 Regent Ave N Brooklyn Park, MN 55443-1401
The Church of Saint Gregory	38725 Forest Blvd North Branch, MN 55056-0609
The Church of Saint Hedwig of Minneapolis	129 29 th Ave. NE Minneapolis, MN 55418
The Church of St. Helena of Minneapolis, including parish school	3204 43rd St E Minneapolis, MN 55406-3858
The Church of St. Henry of Monticello, Minn	1001 7th St E Monticello, MN 55362-8805
The Church of Saint Henry of Sharon, Minnesota	165 N. Waterville Ave. Le Center, MN 56057
The Church of Saint Hubert of Chanhassen Minn, including parish school	8201 Main St Chanhassen, MN 55317-9647

Catholic Entity	Address
The Church of St. Ignatius of French Lake, Minnesota	35 Birch St E Annandale, MN 55302-0126
The Church of St. Jerome, Maplewood, Minnesota including parish school	380 Roselawn Ave E Maplewood, MN 55117-2033
The Church of Saint Joan of Arc in Minneapolis	4537 3rd Ave S Minneapolis, MN 55419-5111
The Church of St. John Neumann	4030 Pilot Knob Rd Eagan, MN 55122-1814
The Church of St. John the Baptist of Dayton Minnesota	18380 Columbus St, P.O. Box 201 Dayton, MN 55327-0201
The Church of St. John the Baptist of Byrnesville, Minnesota, including parish school	4625 West 125th St Savage, MN 55378-1357
The Church of St. John Baptist, including parish school	835 2nd Ave NW New Brighton, MN 55112-6842
The Church of Saint John the Baptist of Jordan Minn., including parish school	313 East 2nd St Jordan, MN 55352-1447
Church of St. John the Baptist of Excelsior, Minnesota, including parish school	680 Mill St Excelsior, MN 55331-3272
The Church of St. John of Vermillion Minnesota, including parish school	106 Main St W Vermillion, MN 55085-0008
St. John's Church of Little Canada, Minnesota, including parish school	380 Little Canada Rd E Little Canada, MN 55117-1627
The Church of Saint John Vianney in South Saint Paul, Minnesota	789 17th Ave North South St. Paul, MN 55075
The Church of St. Joseph	8701 36th Ave N New Hope, MN 55427-1769
The Church of Saint Joseph of West Saint Paul, Minnesota	1154 Seminole Ave West St. Paul, MN 55118-2020
The Church of St. Joseph, of Red Wing Minnesota	426 8th St W Red Wing, MN 55066-3410
The Church of Saint Joseph of Taylors Falls	490 Bench St Taylors Falls, MN 55084-0234
The Church of Saint Joseph of Waconia, Minn., including parish school	41 1st St E Waconia, MN 55387-1526
The Church of St. Joseph, of Rosemount Minnesota, including parish school	13900 Biscayne Ave W Rosemount, MN 55068-3451
The Church of St. Joseph, of Miesville, Minnesota, in the Township of Douglas, including parish school	23955 Nicolai Ave E Hastings, MN 55033-9650
Church of St. Joseph of Rice Lake, Minnesota	171 Elm St Lino Lakes, MN 55014-1271

Catholic Entity	Address
The Church of St. Joseph the Worker, Maple Grove, Minnesota	7180 Hemlock Lane N Maple Grove, MN 55369-5569
The Church of St. Jude of the Lake in the Town of Lincoln, including parish school	700 Mahtomedi Ave Mahtomedi, MN 55115-1673
The Church of Saint Katharine Drexel, Ramsey, Minnesota	7101 143rd Ave NW Ramsey, MN 55303-6001
The Church of St. Lawrence of Minneapolis, Minnesota	1203 5th St SE Minneapolis, MN 55414-2030
The Newman Center and Chapel	1203 5th St SE Minneapolis, MN 55414-2030
The Church of St. Leonard of Port Maurice, of Minneapolis, Minnesota	3949 Clinton Ave S Minneapolis, MN 55409-1635
The Church of St. Louis, of St. Paul Minnesota	506 Cedar St St. Paul, MN 55101-2245
The Church of St. Luke of Clearwater, Minnesota	17545 Huber Ave NW Clearwater, MN 55320-0249
The Church of Saint Margaret Mary, of Minneapolis, Minnesota	2323 Zenith Ave N Golden Valley, MN 55422-3853
The Church of St. Mark of St. Paul, Minnesota, including parish school	2001 Dayton Ave St. Paul, MN 55104-5804
The Church of St. Mary, of St. Paul Minnesota	261 8th St E St. Paul, MN 55101-2307
The Church of St. Mary of Le Center, Minnesota	165 Waterville Ave N Le Center, MN 56057-1524
The Church of St. Mary, of New Trier, Minnesota	8433 239th St E Hampton, MN 55031-9766
The Church of St. Mary of Stillwater	423 5th St S Stillwater, MN 55082-4982
The Church of St Mary of Waverly Minnesota	606 Elm Ave Waverly, MN 55390-0278
The Church of St. Mary, Minnesota (also known as the Church of St. Mary of Czestochowa)	1867 95th St SE Delano, MN 55328-8208
The Church of St. Mary of the Lake, of Medicine Lake, Minnesota	105 Forestview Ln N Plymouth, MN 55441-5910
The Church of St. Mary of the Lake, of White Bear, Minnesota	4690 Bald Eagle Ave White Bear Lake, MN 55110-3441
The Church of St. Matthew of St. Paul, Minnesota	490 Hall Ave St. Paul, MN 55107-2845
The Church of St. Mathias of Hampton, Minnesota	23315 Northfield Blvd Hampton, MN 55031-9667

Catholic Entity	Address
The Church of Saint Maximilian Kolbe, including parish school	204 South River St. PO Box 470 Delano, MN 55328
The Church of St. Michael of Farmington, Minnesota	22120 Denmark Ave Farmington, MN 55024
The Church of Saint Michael of Kenyon, Minnesota	108 Bullis St Kenyon, MN 55946-1156
The Church of St. Michael, of Pine Island Minnesota	451 5th St SW Pine Island, MN 55963-6761
The Church of St. Michael of St. Paul Minnesota	337 Hurley St E West St. Paul, MN 55118-1605
The Church of St. Michael, of Stillwater Minnesota	611 3rd St S Stillwater, MN 55082-4908
The Church of St. Michael, of Frankfort, Minnesota, including parish school	11300 Frankfurt Pkwy NE Saint Michael, MN 55376-4550
The Church of St. Michael of Prior Lake, including parish school	16311 Duluth Ave SE Prior Lake, MN 55372-2423
The Church of Saint Nicholas of Carver Minn.	412 4th St W Carver, MN 55315-0133
St. Nickolaus Church of New Market Scott County Minnesota	51 Church St New Market, MN 55054-0009
The Church of St. Odilia, of Shoreview, Minnesota, including parish school	3495 Victoria St N Shoreview, MN 55126-3813
St. Olaf's Catholic Church of Minneapolis, Minnesota	215 South 8th St Minneapolis, MN 55402-2803
The Church of Saint Pascal Baylon, St. Paul, Minnesota, including parish school	1757 Conway St St. Paul, MN 55106-5929
The Church of St. Patrick of Inver Grove, Minnesota	3535 72nd St E Inver Grove Heights, MN 55076-2627
The Church of St. Patrick of Edina, Minnesota	6820 St. Patrick's Lane Edina, MN 55439-1631
The Church of, St. Patrick, of Shieldsville Minnesota	7525 Dodd Rd Faribault, MN 55021-7431
The Church of St. Patrick of Cedar Lake, Minnesota	24425 Old Highway 13 Blvd Jordan, MN 55352-9604
The Church of St. Patrick of Cedar Creek, Minnesota	19921 Nightingale St NW Oak Grove, MN 55011-9243
The Church of St. Patrick of St. Paul Minnesota	1095 DeSoto St St. Paul, MN 55130-3704
The Church of Saint Paul of Zumbrota, Minnesota	749 Main St S Zumbrota, MN 55992-1608

Catholic Entity	Address
The Church of Saint Paul	1740 Bunker Lake Blvd NE Ham Lake, MN 55304-7040
The Church of Saint Peter of Richfield, Minnesota, including parish school of Blessed Trinity	6730 Nicollet Ave Richfield, MN 55423-2464
The Church of St. Peter, of Mendota, Minnesota	1405 Hwy 13 Mendota, MN 55150-0679
The Church of Saint Peter, including parish school	1250 Shore Dr. S Forest Lake, MN 55025-1933
The Church of St. Peter of North St. Paul, including parish school	2600 Margaret St N North St. Paul, MN 55109-2361
The Church of St. Peter Claver Minnesota, including parish school	375 Oxford St N St. Paul, MN 55104-4734
The Church of St. Pius of Cannon Falls, Minnesota	410 Colvill St W Cannon Falls, MN 55009-2441
The Church of St. Pius X of White Bear, Minnesota	3878 Highland Ave White Bear Lake, MN 55110-4240
The Church of Saint Raphael in Crystal, Minnesota, including parish school	7301 Bass Lake Rd Crystal, MN 55428-3826
The Church of Saint Richard, of Richfield, Minnesota	7540 Penn Ave S Richfield, MN 55423-3629
The Church of St. Rita of Cottage Grove, Minnesota	8694 80th St S Cottage Grove, MN 55016-2012
The Church of Saint Rose of Lima of Rosetown, Minnesota, including parish school	2048 Hamline Ave N Roseville, MN 55113-5855
The Church of St. Stanislaus of Saint Paul, Minnesota	398 Superior St St. Paul, MN 55102-2925
The Church of St. Stephen of Minneapolis, Minnesota	2211 Clinton Ave Minneapolis, MN 55404-3656
The Church of St. Stephen, of Anoka, Minnesota, including parish school	525 Jackson St Anoka, MN 55303-2353
The Church of Saint Therese of Deephaven, including parish school	18323 Minnetonka Blvd Deephaven, MN 55391-3231
St. Thomas Academy	949 Mendota Heights Rd. Mendota Heights, MN 55118
The Church of St. Thomas Aquinas in St. Paul Park, Minnesota	920 Holly Ave St. Paul Park, MN 55071-1418
The Church of St. Thomas Becket	4455 S Robert Trail Eagan, MN 55123-2038
The Church of Saint Thomas More, including parish school	1079 Summit Ave St. Paul, MN 55105-3004
The Church of St. Thomas of Minneapolis	2914 W 44th St Minneapolis, MN 55410-1551

Catholic Entity	Address
The Church of St. Thomas, of Corcoran, Minnesota	20000 County Rd 10 Corcoran, MN 55340-9501
The Church of Saint Timothy of Blaine	707 89th Ave NE Blaine, MN 55434-2304
The Church of St. Timothy of Maple Lake, Minnesota, including parish school	8 Oak Ave N Maple Lake, MN 55358-2457
The Church of Saint Victoria of Victoria, Minn.	8228 Victoria Dr. Victoria, MN 55386-9692
The Church of St. Vincent de Paul, of Osseo, Minnesota, including parish school	9100 93rd Ave N Brooklyn Park, MN 55445-1407
The Church of St. Wenceslaus, of New Prague, Minnesota, including parish school	215 Main St E New Prague, MN 56071-1832
The Church of Saint William of Fridley, Minnesota	6120 5th St NE Fridley, MN 55432-5033
Transfiguration Church of Oakdale, Minnesota, including parish school	6133 15th St N Oakdale, MN 55128-4201

EXHIBIT N

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<u>All Parishes, Schools, Cemeteries and Other Agencies under specific names owned or operated by the Archdiocese of St. Paul and Minneapolis and all other directly connected organizations (as listed on Exhibit M of Plan)</u>	<u>Nat'l Surety policy number XLX 1488368 (9/1/84-9/1/85); Northfield Insurance Companies policy number EL 85004 (11/7/85-9/1/86); St. Paul Surplus Lines Insurance Company policy number SUO 5500535 (9/1/86-9/1/87); Colonial Penn Policy numbers XL 150030 (9/1/85-9/1/86) and XL150079 (9/1/86-9/1/87).</u>
<u>Catholic Cemeteries, individually and as successor in interest to: Calvary Cemetery, Gethsemane Cemetery (including Assumption Cemetery), Resurrection Cemetery, St. Anthony's Cemetery, and St. Mary's Cemetery 2105 Lexington Ave S, Mendota Heights, MN 55120</u>	<u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); American Casualty policy number 1861802 (6/1-8/1/74); Hartford policy number 41C549216 (8/1/70-8/1/73); and Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>Calvary Cemetery (St. Paul) Part of Catholic Cemeteries</u>	<u>The Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International Insurance policy number GA114938 (8/1/67-8/1/70); Hartford Policy number 41C549216 (8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37AL188420 (8/1/73 - 8/1/74); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>Assumption Cemetery (New Hope)</u> <u>Part of Gethsemane Cemetery, which is part of Catholic Cemeteries</u></p>	<p><u>Hartford policy number 41C549216(8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37AL188420 (8/1/73 - 8/1/74); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Gethsemane Cemetery (New Hope)</u> <u>Part of Catholic Cemeteries</u></p>	<p><u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37AL188420 (8/1/73 - 8/1/74); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Resurrection Cemetery (Mendota Heights)</u> <u>Part of Catholic Cemeteries</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>St. Anthony's Cemetery, Mpls</u> <u>Part of Catholic Cemeteries</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37AL188420 (8/1/73 - 8/1/74); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>St. Mary's Cemetery, Mpls</u> <u>Part of Catholic Cemeteries</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37AL188420 (8/1/73 - 8/1/74); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Catholic Charities of The Archdiocese of Saint Paul and Minneapolis as successor in interest to St. Joseph's Home for Children (f/k/a Minneapolis Catholic Boys' Home, f/k/a Minneapolis Catholic Orphan Asylum, and f/k/a St. Joseph's German Catholic Orphan Society); Seton Residence (f/k/a St. Paul Catholic Orphan Asylum and f/k/a Catholic Infants Home); Catholic Social Service of Saint Paul (f/k/a known as Bureau of Catholic Charities of Saint Paul, Inc.)</u> <u>1200 2nd Avenue S,</u> <u>Minneapolis, MN 55403</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931(8/1/58-8/1/61); Continental Casualty Company policy RDU9799786 (8/17/66-8/17/69); International Insurance policy number GA114938 (8/1/67-8/1/70); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Diocesan Bureau of Catholic Charities, Inc.</u> <u>n/k/a Catholic Charities</u></p>	<p><u>Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); American Home policy number E2598055 (8/17/69-8/17/72); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>Catholic Infants Home, St. Paul</u> <u>n/k/a Catholic Charities</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Minneapolis Catholic Boys Home f/k/a Mpls Catholic Orphans Asylum</u> <u>n/k/a Catholic Charities</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>St. Joseph's Home for Children</u> <u>n/k/a Catholic Charities</u></p>	<p><u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>St. Paul Catholic Orphans Asylum</u> <u>n/k/a Catholic Charities</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); Firemans' Fund policy number GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>St. Joseph's German Catholic Orphan Society n/k/a Catholic Charities</u></p>	<p><u>Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); and Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Seton Residence n/k/a Catholic Charities</u></p>	<p><u>International policy number GA114938 (8/1/67-8/1/70); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Archbishop Ireland Education Fund, Inc. Dissolved in 1997</u></p>	<p><u>Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<u>Archbishop's Appeal Committee</u> <u>Not separately incorporated from Archdiocese</u>	<u>American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), and 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>Archdiocesan Council of Catholic Women</u> <u>Not separately incorporated from Archdiocese</u>	<u>American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Hartford policy number 41C549216 (8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>Archdiocesan Development Office and Annual Catholic Appeal</u> <u>Not separately incorporated from Archdiocese</u>	<u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37SM10285FCA (8/1/78 - 8/1/79); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>Center for Growth in Priestly Ministry</u> <u>Not separately incorporated from Archdiocese</u>	<u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM10285FCA (8/1/78 - 8/1/79), and 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>CommonBond Communities (f/k/a Community Development Corporation for the Archdiocese of Saint Paul and Minneapolis, and f/k/a Urban Affairs Community Development Corporation, Inc.)</u> <u>1080 Montreal Avenue</u> <u>St Paul, MN 55116</u></p>	<p><u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), 37XS3399WCA (7/1/79 - 7/1/80); American Casualty policy number 1861802 (6/1-8/1/74); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Confraternity of Christian Doctrine of the Archdiocese of Saint Paul, Inc.</u> <u>Dissolved in 1972</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); American Home policy number CE2598055 (8/17/69-8/17/72), Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM802875FCA (8/1/74 - 8/1/77), and 37SM802875FCA7 (8/1/77 - 8/1/78); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Consultation Services Center</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), and 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>Crossroads Resource Center</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM802875FCA (8/1/74 - 8/1/77) and 37SM802875FCA7 (8/1/77 - 8/1/78); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Catholic Youth Center, Minneapolis</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), and 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Catholic Youth Center, St. Paul</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), and 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>Diocesan Bureau of Education</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), and 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Manalive Program</u> <u>Dissolved in 1997</u></p>	<p><u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), 7SM15868FCA (8/1/79 - 7/1/80), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Metropolitan Tribunal</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM10285FCA (8/1/78 - 8/1/79), and 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Minneapolis Communication Center Inc.</u> <u>Dissolved in 1997</u></p>	<p><u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), and 37SM10285FCA (8/1/78 - 8/1/79); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>The Newman Center and Chapel</u> <u>(f/k/a Newman Hall)</u> <u>1203 5th St SE</u> <u>Minneapolis, MN 55414</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Pearson Education Developmental Education</u> <u>(f/k/a Pearson Education-Drug Education)</u> <u>Dissolved in 2005</u></p>	<p><u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS2401WCA (8/17/77 - 8/17/78), and 37XS2831WCA (8/17/78 - 7/1/79); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Priest Senate and Presbytery</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37SM15868FCA (8/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Saint Camillus House</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>The Society for the Propagation of the Faith, Incorporated (f/k/a Center for Mission)</u> <u>328 Kellogg Blvd</u> <u>West St. Paul, MN 55102</u></p>	<p><u>Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); American Casualty Company of Reading, PA policy number 1861802 (6/1-8/1/74); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>St. Wilhelmina's Home</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Tabernacle Society</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37AL188420 (8/1/73 - 8/1/74); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Vocation Center</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<u>The Chancery Office Not separately incorporated from Archdiocese</u>	<u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37SM10285FCA (8/1/78 - 8/1/79)</u>
<u>Members of the Archdiocese undertaking special responsibilities while acting within the scope of their duties</u>	<u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) 37SM802875FCA7 (8/1/77 - 8/1/78)</u>
<u>Community Chest and Council of Hennepin County and successors in interest but "solely as respects the ownership, maintenance or use of the premises located at 46th Street and 10th Avenue South, Minneapolis, Minnesota (known as the Minneapolis Catholic Orphan Asylum) all operations necessary or incidental thereto, except operations on other premises owned, rented or controlled by the additional insured..., is included as an additional insured under this policy as though named in Item 1 of the declarations" of Fidelity and Casualty Company of New York policy number XP128258.</u>	<u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>The City of St. Paul "but only as respects the event known as the Catholic Education Congress to be held November 8 and November 9, 1974" according to American Home policy BE3374208</u>	<u>American Home policy number BE3374208 (8/17/72-8/17/75); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>Clapp Thomsson Company, but only as respects to location #21 of International policy number GA114938</u>	<u>International policy number GA114938(8/1/67-8/1/70); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>Special School District #1 of Minneapolis Minnesota "but only as respects Automobile Liability" according to American Home policy number BE3374208</u>	<u>American Home policy number BE3374208 (8/17/72-8/17/75); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>St. Paul Public School District ("but only in respect of liability arising out of the operations of one school bus operated by the Corpus Christi School Bus Co.")</u>	<u>St. Paul Surplus Lines Insurance Company policy number SUO 5500535 (9/1/86-9/1/87)</u>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>Christian Brothers of the Midwest (n/k/a The Brothers of the Christian Schools)</u> <u>Under Firemans' Fund policy number CL33931 Certificate #3, Cretin High School, 495 Hamline Avenue, St. Paul, Minnesota;</u> <u>Certificate #4 DeLaSalle High School, 25-30 West Island Avenue, Minneapolis Minnesota;</u> <u>and Certificate #8 James J. Hill High School, Maplewood, MN</u> <u>7650 S. County Line Road</u> <u>Burr Ridge, IL 60527</u></p>	<p><u>Firemans' Fund policy number CL33931 (8/1/1958-8/1/1961); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Crosier Fathers (now known as Crosier Fathers of Onamia) "but only as respects location #41 on Schedule 1" of International policy number GA114938</u> <u>104 Crosier Drive N,</u> <u>PO Box 500</u> <u>Onamia, MN 56359</u></p>	<p><u>International policy number GA114938 (8/1/1967-8/1/1970); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Cretin-Derham Hall (f/k/a Cretin High School)</u> <u>550 S. Albert Street</u> <u>St. Paul, MN 55116</u></p>	<p><u>Fidelity and Casualty Company of New York Policy No. XP128258/74084 (8/1/52-8/1/55); Firemans' Fund Ins. Co. policy numbers GAC312672 (8/1/55-8/1/58) and CL331931(8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>De La Salle High School</u> <u>1 De La Salle Drive,</u> <u>Minneapolis, MN 55401</u></p>	<p><u>Fidelity and Casualty Company of New York Policy No. XP128258/74084 (8/1/52-8/1/55); Firemans' Fund Ins. Co. policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Diocesan Teachers' College and successors in interest</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<p><u>Hill-Murray School (f/k/a Hill High School)</u> <u>2625 Larpenteur Avenue E.</u> <u>Maplewood, MN 55109</u></p>	<p><u>Firemans' Fund policy numbers GAC312672 (8/1/55-8/1/58) and CL331931 (8/1/58-8/1/61); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Nazareth Hall College & Seminary, Inc.</u> <u>Dissolved in 1997</u></p>	<p><u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55); Continental Casualty Company policy number RDU9799786 (8/17/66-8/17/69); Firemans' Fund policy number CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70); Hartford policy number 41C549216 (8/1/70-8/1/73); American Home policy numbers CE2598055 (8/17/69-8/17/72), and BE3374208 (8/17/72-8/17/75); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>
<p><u>Regina High School</u> <u>Not separately incorporated from Archdiocese</u></p>	<p><u>International policy number GA114938 (8/1/67-8/1/70); American Home Policy Number BE3374208 (8/17/72-8/17/75); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u></p>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<u>The Saint Paul Seminary</u> <u>2115 Summit Avenue</u> <u>St. Paul, Minnesota 55105</u>	<u>Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37SM802875FCA7 (8/1/77 - 8/1/78); and any other policy insuring or allegedly insuring such entities that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980</u>
<u>The Church of the Annunciation of Hazelwood, Minnesota</u> <u>4996 Hazelwood Ave</u> <u>Northfield, MN 55057</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of the Ascension of Norwood, Minnesota</u> <u>323 Reform St N</u> <u>Norwood Young America, MN 55368</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>Church of St. Peter of North St. Paul, including St. Mary's Cemetery (f/k/a Ascension Cemetery)</u> <u>2600 Margaret St N</u> <u>North St. Paul, MN 55109</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Cathedral of Saint Paul (individually and successor in interest to Cathedral School)</u> <u>239 Selby Ave</u> <u>St. Paul, MN 55102</u>	<u>Cathedral: Firemans' Fund policy number CL331931 (8/1/58-8/1/61); American Home policy numbers CE2598055 (8/17/69-8/17/72) and BE3374208 (8/17/72-8/17/75); Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy numbers 37AL188420 (8/1/73 - 8/1/74), 37SM802875FCA (8/1/74 - 8/1/77), 37SM802875FCA7 (8/1/77 - 8/1/78), 37SM10285FCA (8/1/78 - 8/1/79), 37SM15868FCA (8/1/79 - 7/1/80), 37XS1768WCA (8/17/75 - 8/17/76), 37XS2046WCA (8/17/76 - 8/17/77), 37XS2401WCA (8/17/77 - 8/17/78), 37XS2831WCA (8/17/78 - 7/1/79), and 37XS3399WCA (7/1/79 - 7/1/80)</u> <u>Cathedral School: Travelers Casualty and Surety Company (formerly known as Aetna Casualty and Surety Company) policy number 37AL188420 (8/1/73 - 8/1/74)</u>
<u>The Church of Corpus Christi of Saint Paul</u> <u>2131 Fairview Ave N</u> <u>Roseville, MN 55113</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of the Immaculate Conception of Columbia Heights</u> <u>4030 Jackson St NE</u> <u>Columbia Heights, MN 55421</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<u>The Church of Saint Thomas More (as successor to Immaculate Heart of Mary, St. Paul and St. Luke, St. Paul) 1079 Summit Ave St. Paul, MN 55105</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Church of Our Lady of Grace, in Edina, Minnesota (as successor to Most Holy Trinity, St. Louis Park) 5071 Eden Ave Edina, MN 55436</u>	<u>International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Church of the Nativity of Our Lord 1900 Wellesley Ave St. Paul, MN 55105</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61); International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Church of Saint Anne – Saint Joseph Hien 2627 Queen Ave N Minneapolis, MN 55411</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of St. Bonaventure, of Bloomington, Minnesota 901 90th St E Bloomington, MN 55420</u>	<u>International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Church of Saint Albert the Great, of Minneapolis, Minn. (as successor to St. Elizabeth, Minneapolis) 2836 33rd Ave S Minneapolis, MN 55406</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of St. Francis of Assisi 16770 13th St S Lake St Croix Beach, MN 55043</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of Saint Joseph of West Saint Paul, Minnesota 1154 Seminole Ave West St. Paul, MN 55118</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of Our Lady of Peace (as successor to St. Kevin, Minneapolis) 5426 12th Ave S Minneapolis, MN 55417</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of St. Leonard of Port Maurice, of Minneapolis, Minnesota 3949 Clinton Ave S Minneapolis, MN 55409</u>	<u>International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Church of St. Patrick of Edina, Minnesota (as successor to St. Martin, Minneapolis) 6820 St. Patrick's Lane Edina, MN 55439</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
<u>The Church of St. Mary, of St. Paul Minnesota 261 8th St E St. Paul, MN 55101</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>St. Nickolaus Church of New Market Scott County Minnesota (also known as St. Nicholas) 51 Church St New Market, MN 55054</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of St. Odilia, of Shoreview, Minnesota 3495 Victoria St N Shoreview, MN 55126</u>	<u>International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Church of St. Patrick of Cedar Lake, Minnesota and The Church of St. Catherine of Spring Lake, Minnesota 24425 Old Highway 13 Blvd Jordan, MN 55352</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of St. Peter Claver Minnesota 375 Oxford St N St. Paul, MN 55104</u>	<u>Fidelity and Casualty Company of New York policy number XP128258/74084 (8/1/52-8/1/55)</u>
<u>The Church of St. Peter, of Mendota, Minnesota 1405 Hwy 13 Mendota, MN 55150</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of Saint Richard, of Richfield, Minnesota 7540 Penn Ave S Richfield, MN 55423</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of St. Rita of Cottage Grove, Minnesota 8694 80th St S Cottage Grove, MN 55016</u>	<u>International policy number GA114938 (8/1/67-8/1/70)</u>
<u>The Church of Lumen Christi (as successor to St. Therese, St. Paul) 2055 Bohland Ave. St. Paul, MN 55116</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>
<u>The Church of the Blessed Sacrament of St. Paul (as successor to St. Thomas the Apostle, St. Paul) 2119 Stillwater Ave St. Paul, MN 55119</u>	<u>Firemans' Fund policy number CL331931 (8/1/58-8/1/61)</u>

LIST OF OTHER INSURED ENTITIES

<u>Entity Name, Address and Insured Interest</u>	<u>Policy Number(s) and Insured Year(s)</u>
Any Person not listed above who is an insured under any Insurance <u>an Archdiocesan Settling Insurer Entity</u> Policy in which the Archdiocese is a named insured to the extent such policy is bought back under this Plan and but only as to any Tort Claim covered or alleged to be covered under the <u>such</u> insurance policy.	<u>Any policy insuring or allegedly insuring such Person that also insures the Archdiocese as a Named Insured with an effective period expiring on or before September 1, 1980 where such Person's insuring interest in the policy is such that the policy provides coverage for Tort Claims.</u>

SCHEDULE 1

LIST OF CLASS 3 CLAIMANTS

Entity	Address	GIF Participant	AMBP Participant
Academy of Holy Angels	6600 Nicollet Ave S Richfield, MN 55423		X
The Church of All Saints of Lakeville, Minnesota, including the parish school	19795 Holyoke Ave Lakeville, MN 55044	X	X
The Church of All Saints of Minneapolis	435 4th St. NE Minneapolis, MN 55413-2037	X	X
The Church of the Annunciation of Minneapolis, including the parish school	509 W 54th St. Minneapolis, MN 55419-1818	X	X
The Church of the Annunciation of Hazelwood, Minnesota	4996 Hazelwood Ave. Northfield, MN 55057-4255	X	X
The Church of the Ascension of Minneapolis, Minnesota, including the parish school	1723 Bryant Ave N Minneapolis, MN 55411	X	X
The Church of the Ascension of Norwood, Minnesota	323 Reform Street N Norwood, MN 55368	X	X
The Church of the Assumption	51 West. 7th Street St. Paul, MN 55102	X	X
The Church of the Assumption of Richfield, Minnesota	305 East. 77th St. Richfield, MN 55423	X	X
Basilica of St. Mary of Minneapolis	88 17 th St. N P.O. Box 50010 Minneapolis, MN 55405	X	X
The Church of the Blessed Sacrament of St. Paul	2119 Stillwater Ave St. Paul, MN 55119	X	X
Blessed Trinity Catholic School of Richfield, Minnesota	6720 Nicollet Ave S Richfield, MN 55423	X	X
Carondelet Catholic School	3210 W 51St. St. Minneapolis, MN 55410	X	X
The Cathedral of Saint Paul	239 Selby Ave St. Paul, MN 55102-1891	X	X
The Catholic Cemeteries	2105 Lexington Ave South Mendota Heights, MN 55120	X	X

Entity	Address	GIF Participant	AMBP Participant
Catholic Community Foundation of Minnesota	2610 University Ave W Court West Suite 500 St. Paul, MN 55114	X	X
Catholic Finance Corporation	5826 Blackshire Path Inver Grove Heights, MN 55076	X	X
Catholic Senior Services, Inc. c/o St. Therese of New Hope	8000 Bass Lake Rd New Hope, MN 55428	X	X
Catholic Services Appeal Foundation	12805 Hwy 55 #210 Plymouth, MN 55441	X	X
The Church of Christ the King of Minneapolis	5029 Zenith Ave S Minneapolis, MN 55410	X	X
The Church of SS. Peter and Paul of Medina, Minnesota	145 Railway Street P.O. Box 96 Loretto, MN 55357	X	X
Community of Saints Regional Catholic School	335 East Hurley Street West St. Paul, MN 55118	X	X
The Companions of Christ	2137 Marshall Avenue Saint Paul, MN 55104	X	
The Church of Corpus Christi of Saint Paul	2131 Fairview Ave N Roseville, MN 55113	X	X
The Catholic Church of Divine Mercy of Faribault, including the parish school and cemetery	139 Mercy Drive Faribault, MN 55021	X	X
The Church of The Epiphany of Coon Rapids, Minnesota, including the parish school	1900 - 111th Ave NW Coon Rapids, MN 55433-4298	X	X
Faithful Shepherd Catholic School	3355 Columbia Drive Eagan, MN 55121-4202	X	X
Franciscan Brothers of Peace, Incorporated	1289 LaFond Ave St. Paul, MN 55104		X
Frassati Catholic Academy	4690 Bald Eagle Ave White Bear Lake, MN 55110	X	X
The Church of Gichitwaa Kateri	3045 Park Ave Minneapolis, MN 55407	X	X
The Church of the Good Shepherd, of Minneapolis, Minnesota, including parish school	145 Jersey Ave S Golden Valley, MN 55426	X	X
The Church of the Guardian Angels of Oakdale, Minnesota	8260 4th St. N Oakdale, MN 55128	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of the Guardian Angels, of Chaska, Minn.	215 W 2nd St. Chaska, MN 55318-1898	X	X
Highland Catholic School	2017 Bohland Ave St. Paul, MN 55116	X	X
The Church of the Holy Childhood, St. Paul, Minnesota	1435 Midway Parkway St. Paul, MN 55108-2419	X	X
The Church of the Holy Cross of Minneapolis, Minnesota	1621 University Avenue NE Minneapolis, MN 55413	X	X
Holy Cross Catholic School	6100 37th St. W Webster, MN 55088	X	X
The Church of the Holy Family of St. Louis Park, including the parish school	5900 West Lake St. St. Louis Park, MN 55416	X	X
The Church of the Holy Name of Minneapolis	3637 - 11th Ave S Minneapolis, MN 55407	X	X
The Church of the Holy Name of Jesus of Medina, Minnesota, including the parish school	155 Cty Rd 24 Wayzata, MN 55391	X	X
Dominican Fathers Holy Rosary Church & School	2424 - 18th Ave S Minneapolis, MN 55404		X
The Church of the Holy Spirit of St. Paul, Minnesota, including the parish school	515 Albert St. S St. Paul, MN 55116	X	X
The Church of the Holy Trinity	308 4 th St N Goodhue, MN 55027	X	X
The Church of the Holy Trinity of South St. Paul, including the parish school	749 - 6th Ave S South St. Paul, MN 55075	X	X
The Church of the Holy Trinity of Waterville, Minnesota	506 Common Street Waterville, MN 56096	X	X
The Church of the Immaculate Conception of Watertown, Minnesota	109 Angel Ave. NW P.O. Box 548 Watertown, MN 55388	X	X
The Church of the Immaculate Conception of Columbia Heights, including the parish school	4030 Jackson St. NE Columbia Heights, MN 55421	X	X
The Church of the Immaculate Conception	116 Alabama St. SE P.O. Box 169 Lonsdale, MN 55046-0169	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of the Immaculate Conception of Marysburg, Minnesota	27528 Patrick Street Madison Lake, MN 56063	X	X
The Church of the Immaculate Heart of Mary of Glen Lake, Minnesota	13505 Excelsior Blvd. Minnetonka, MN 55345-4999	X	X
The Church of the Incarnation of Minneapolis	3817 Pleasant Ave. S. Minneapolis, MN 55409-1228	X	X
The Church of Lumen Christi	2055 Bohland Ave. St. Paul, MN 55116	X	X
The Church of Mary, Mother of the Church of Burnsville, Minnesota	3333 Cliff Road East. Burnsville, MN 55337	X	X
The Catholic Church of Mary Queen of Peace, including the parish school	21304 Church Ave Rogers, MN 55374	X	X
The Church of the Maternity of the Blessed Virgin, Saint Paul, Minnesota, including parish school	1414 North Dale Street St. Paul, MN 55117	X	X
Minnesota Catholic Conference	475 University Ave W St. Paul, MN 55103		X
The Church of the Most Holy Redeemer of Montgomery, Minnesota, including the parish school	206 Vine Ave West. Montgomery, MN 56069	X	X
The Church of the Most Holy Trinity of Wesely, Minnesota	4939 Washington St. Veseli, MN 55046-4007	X	X
The Church of The Nativity, of Cleveland, Minnesota, including the parish school	200 West Main St. PO Box 187 Cleveland, MN 56017-0187	X	X
The Church of the Nativity of the Blessed Virgin, Oxboro, Minnesota, including parish school	9900 Lyndale Ave S Bloomington, MN 55420-4797	X	X
The Church of the Nativity of Our Lord, including the parish school	1900 Wellesley Ave. St. Paul, MN 55105	X	X
Notre Dame Academy	13505 Excelsior Blvd Minnetonka, MN 55345	X	X
The Church of Our Lady of Grace, in Edina, Minnesota, including the parish school	5071 Eden Ave. Edina, MN 55436	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of Our Lady of Guadalupe of Saint Paul, Minnesota	401 Concord St. St. Paul, MN 55107	X	X
The Church of Our Lady of Lourdes of St. Anthony, Minnesota	1 Lourdes Place Minneapolis, MN 55414-1062	X	X
The Church of Our Lady of Mount Carmel of Minneapolis	701 Fillmore St. NE Minneapolis, MN 55413-2525	X	X
The Church of Our Lady of Peace, including the parish school	5426 - 12th Ave. S Minneapolis, MN 55417	X	X
The Church of Our Lady of the Lake of Mound, Minn., including the parish school	2385 Commerce Blvd. Mound, MN 55364-1496	X	X
The Church of Our Lady of the Prairie, Belle Plaine, including the parish school	212 N Chestnut St. Belle, Plaine, MN 56011	X	X
The Church of Our Lady of Victory of Minneapolis	5155 Emerson Ave N Minneapolis, MN 55430	X	X
Parish of Saints Joachim and Anne of Shakopee, Minnesota, including parish school and cemetery	2700 17th Ave E Shakopee, MN 55379	X	X
The Church of Pax Christi of Eden Prairie	12100 Pioneer Trail Eden Prairie, MN 55347-4208	X	X
St. John Paul II Catholic Preparatory School	1630 - 4th St. NE Minneapolis, MN 55413	X	X
The Church of the Presentation of the Blessed Virgin Mary of Saint Paul, including the parish school	1725 Kennard St. Maplewood, MN 55109	X	X
Risen Christ Catholic School	1120 East. 37th St. Minneapolis, MN 55407	X	X
The Church of the Risen Savior of Apple Valley	1501 East. Cty. Rd 42 Burnsville, MN 55306-4723	X	X
The Church of the Sacred Heart of Rush City Minnesota	425 Field Avenue P.O. Box 45 Rush City, MN 55069	X	X
The Church of the Sacred Heart, including the parish school	4087 West Broadway Robbinsdale, MN 55422-2293	X	X
The Church of the Sacred Heart in St. Paul	840 East. 6th Street St. Paul, MN 55106	X	X

Entity	Address	GIF Participant	AMBP Participant
The Society for the Propagation of the Faith, Incorporated (a/k/a Center for Mission)	328 Kellogg Blvd . West St. Paul, MN 55102	X	X
The Church of St. Cyril of Minneapolis, Minnesota	1315 2nd St. NE Minneapolis, MN 55413-1131	X	X
The Church of St. Adalbert, of St. Paul, Minnesota	265 Charles Ave. St. Paul, MN 55103	X	X
The Church of St. Agatha of Vermillion, Minnesota	3700 160 St. E. Rosemount, MN 55068-2007	X	
The Church of St. Agnes of St. Paul, Minnesota, including the parish school	535 Thomas Ave. St. Paul, MN 55103	X	X
The Church of Saint Albert	11400 57th St. NE, P.O. Box 127 Albertville, MN 55301-0127	X	X
The Church of Saint Albert the Great, of Minneapolis, Minn.	2836 33rd Ave S Minneapolis, MN 55406	X	X
The Church of St. Alphonsus, of Brooklyn Center, Minnesota, including the parish school	7025 Halifax Ave N Brooklyn Center, MN 55429-1394	X	X
The Church of Saint Ambrose of Woodbury, including the parish school	4125 Woodbury Drive Woodbury, MN 55129	X	X
The Church of St. Andrew of Elysian, Minnesota	305 Park Ave NE PO Box 261 Elysian, MN 56028-0261	X	
The Church of St. Andrew Kim	1850 Mississippi River Blvd. S St. Paul, MN 55116	X	X
The Church of St. Anne of Hamel, Minnesota	200 Hamel Road P.O. Box 256 Hamel, MN 55340	X	X
The Church of StAnne of LeSueur, Minnesota, including the parish school	511 N 4th St. Le Sueur, MN 56058	X	X
The Church of Saint Anne – Saint Joseph Hien	2627 Queen Ave N Minneapolis, MN 55411	X	X
The Church of Saint Bartholomew of Wayzata, including the parish school	630 East. Wayzata Blvd. Wayzata, MN 55391	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of Saint Bernard of St Paul Minnesota	1160 Woodbridge St. St. Paul, MN 55117-4491	X	X
The Church of St. Bernard, of Benton, Minnesota, including the parish school	212 Church St. E Cologne, MN 55322	X	X
The Church of St. Bonaventure, of Bloomington, Minnesota	901 E 90th St. Bloomington, MN 55420	X	X
The Church of St. Boniface of St. Bonifacius, Minn.	4025 Main St. P.O. Box 68 St. Bonifacius, MN 55375	X	X
The Church of St. Boniface	629 - 2nd Street NE Minneapolis, MN 55413	X	X
The Church of Saint Bridget of Minneapolis	3811 Emerson Ave N Minneapolis, MN 55412	X	X
The Church of St. Bridget of Sweden, of Lindstrom, Minnesota	13060 Lake Blvd P.O. Box 754 Lindstrom, MN 55045	X	X
The Church of St. Casimir of St. Paul, Minnesota	934 East. Geranium Ave St. Paul, MN 55106	X	X
The Church of St. Catherine of Spring Lake, Minnesota	24425 Old Highway 13 Jordan, MN 55352	X	
The Church of St. Cecilia of St. Paul	2357 Bayless Place St. Paul, MN 55114	X	X
The Church of St. Charles Borromeo of Minneapolis, Minnesota, including the parish school	2739 Stinson Blvd Minneapolis, MN 55418-3214	X	X
The Church of Saint Charles, Bayport, Minnesota	409 N 3 rd St. Bayport, MN 55003	X	X
The Church of Saint Columba of St. Paul, Minn.	1327 LaFond Avenue St. Paul, MN 55104	X	X
St. Croix Catholic School	621 S 3rd St. Stillwater, MN 55082	X	X
The Church of St Dominic of Northfield Minnesota	216 Spring St. N Northfield, MN 55057	X	X
The Church of St. Edward, of Bloomington, Minnesota	9401 Nesbitt Ave S Bloomington, MN 55437	X	X
The Church of St. Elizabeth Ann Seton, Hastings, Minnesota, including parish school	2035 W 15th St. Hastings, MN 55033-9294	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of Saint Frances Xavier Cabrini of Minneapolis, Minnesota	1500 Franklin Ave SE Minneapolis, MN 55414	X	X
The Church of St. Francis de Sales of St. Paul, Minnesota	650 Palace Ave St. Paul, MN 55102	X	X
The Church of St. Francis of Assisi	16770 13th St. S Lake St. Croix Beach, MN 55043-9757	X	X
The Church of St. Francis of Buffalo, Minnesota	300 1 st Ave. NW Buffalo, MN 55313	X	X
The Church of Saint Francis Xavier of Franconia, Minnesota	25267 Redwing Ave Shafer, MN 55074	X	
The Parish of Saint Gabriel the Archangel of Hopkins, Minnesota	6 Interlochen Road Hopkins, MN 55343	X	X
The Church of St. Genevieve of Centerville, Minnesota	7087 Goiffon Road Centerville, MN 55038-9719	X	X
The Church of Saint George of Long Lake	133 North Brown Road Long Lake, MN 55356	X	X
The Church of St. Gerard	9600 Regent Ave. N Brooklyn Park, MN 55443	X	X
The Church of Saint Gregory	38725 Forest Blvd. P.O. Box 609 North Branch, MN 55056-0609	X	X
The Church of Saint Hedwig of Minneapolis	129 29 th Ave. NE Minneapolis, MN 55418	X	X
The Church of St. Helena of Minneapolis, including parish school	3204 E 43rd St. Minneapolis, MN 55406	X	X
The Church of St. Henry of Monticello, Minn	1001 7th St. E Monticello, MN 55362	X	X
The Church of Saint Henry of Sharon, Minnesota	165 N Waterville Ave. Le Center, MN 56057	X	
The Church of Saint Hubert of Chanhassen Minn, including parish school	8201 Main St. Chanhassen, MN 55317-9647	X	X
The Church of St. Ignatius of French Lake, Minnesota	35 Birch St. E. P.O. Box 126 Annandale, MN 55302-0126	X	X
The Church of St. Jerome, Maplewood, Minnesota, including parish school	380 Roselawn Ave. E Maplewood, MN 55117-2097	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of Saint Joan of Arc in Minneapolis	4537 - 3rd Ave. S Minneapolis, MN 55409	X	X
The Church of St. John Neumann	4030 Pilot Knob Road Eagan, MN 55122-1898	X	X
The Church of St. John Baptist	835 - 2nd Ave. NW New Brighton, MN 55112	X	X
The Church of St. John the Baptist of Dayton Minnesota	18380 Columbus Street Dayton, MN 55327	X	X
Church of St. John the Baptist of Excelsior, Minnesota, including parish school	680 Mill Street Excelsior, MN 55331-3243	X	X
The Church of Saint John the Baptist of Jordan Minn., including parish school	313 East Second Street Jordan, MN 55352-1447	X	X
The Church of St. John the Baptist of Byrnesville, Minnesota, including parish school	4625 W 125th St. Savage, MN 55378-1357	X	X
The Church of St. John of Vermillion Minnesota, including parish school	106 W Main Street P.O. Box 8 Vermillion, MN 55085-0008	X	X
St. John's Church of Little Canada, Minnesota	380 East Little Canada Road Little Canada, MN 55117-1699	X	X
The Church of Saint John Vianney in South Saint Paul, Minnesota	789 - 17th Ave N South St. Paul, MN 55075-1497	X	X
St. John Vianney Seminary	2115 Summit Ave #5024 St. Paul, MN 55105-1095		X
Church of St. Joseph of Rice Lake, Minnesota	171 Elm Street Lino Lakes, MN 55014	X	X
The Church of St. Joseph, of Miesville, Minnesota, in the Township of Douglas, including parish school	23955 Nicolai Ave E Hastings, MN 55033	X	X
The Church of St. Joseph, of Red Wing Minnesota	426 8th St. Red Wing, MN 55066	X	X
The Church of St. Joseph, of Rosemount Minnesota, including parish school	13900 Biscayne Ave W Rosemount, MN 55068	X	X
The Church of Saint Joseph of Taylors Falls	490 Bench St P.O. Box 234 Taylors Falls, MN 55084-0234	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of Saint Joseph of West Saint Paul, Minnesota	1154 Seminole Ave W West. St. Paul, MN 55118-2097	X	X
The Church of Saint Joseph of Waconia, Minn., including parish school	41 E First St. Waconia, MN 55387-1597	X	X
The Church of St. Joseph	8701 - 36th Ave N New Hope, MN 55427-1769	X	X
The Church of St. Joseph the Worker, Maple Grove, Minnesota	7180 Hemlock Lane Maple Grove, MN 55369-5597	X	X
The Church of St. Jude of the Lake in the Town of Lincoln, including parish school	700 Mahtomedi Ave Mahtomedi, MN 55115-1698	X	X
The Church of Saint Katharine Drexel, Ramsey, Minnesota	7101 143rd Ave NW Ramsey, MN 55303	X	X
The Church of St. Lawrence of Minneapolis, Minnesota	1203 5th St. SE Minneapolis, MN 55414	X	X
The Church of St. Leonard of Port Maurice, of Minneapolis, Minnesota	3949 Clinton Ave S Minneapolis, MN 55409-1635	X	X
The Church of St. Louis, of St. Paul Minnesota	506 Cedar St. St. Paul, MN 55101	X	X
The Church of St. Luke of Clearwater, Minnesota	17545 Huber Ave NW Clearwater, MN 55320	X	X
The Church of Saint Margaret Mary, of Minneapolis, Minnesota	2323 Zenith Ave N Golden Valley, MN 55422	X	X
The Church of St. Mark of St. Paul, Minnesota, including parish school	2001 Dayton Ave St. Paul, MN 55104	X	X
The Church of St. Mary, of New Trier, Minnesota	8433 - 239th Street New Trier, MN 55031	X	X
The Church of St. Mary of Stillwater	423 South Fifth St. Stillwater, MN 55082	X	X
The Church of St. Mary, of St. Paul Minnesota	261 East. 8th Street St. Paul, MN 55101	X	X
The Church of St Mary of Waverly Minnesota	607 Elm Ave P.O. Box 278 Waverly, MN 55390	X	X
The Church of St. Mary of Le Center, Minnesota	165 N Waterville Ave Le Center, MN 56057	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of St. Mary, Minnesota (also known as the Church of St. Mary of Czestochowa)	1867 95th St. SE Delano, MN 55328-8208	X	X
The Church of St. Mary of the Lake, of White Bear, Minnesota	4690 Bald Eagle Ave White Bear Lake, MN 55110	X	X
The Church of St. Mary of the Lake, of Medicine Lake, Minnesota	105 Forestview Lane North Plymouth, MN 55441-5999	X	X
The Church of St. Mathias of Hampton, Minnesota	23315 Northfield Blvd. Hampton, MN 55031	X	X
The Church of St. Matthew of St. Paul, Minnesota	490 Hall Ave St. Paul, MN 55107-2845	X	X
The Church of Saint Maximilian Kolbe, including parish school	204 South River St. PO Box 470 Delano, MN 55328	X	X
The Church of St. Michael of Farmington, Minnesota	22120 Denmark Ave Farmington, MN 55024	X	X
The Church of St. Michael, of Stillwater Minnesota	611 South 3rd Street Stillwater, MN 55082	X	X
The Church of St. Michael of St. Paul Minnesota	337 East Hurley Street W. St. St. Paul, MN 55118	X	X
The Church of St. Michael of Prior Lake, including parish school	16311 Duluth Ave SE Prior Lake, MN 55372	X	X
The Church of St. Michael, of Frankfort, Minnesota	11300 Frankfort Pkwy NE St. Michael, MN 55376	X	X
The Church of Saint Michael of Kenyon, Minnesota	108 Bullis St. Kenyon, MN 55946-1156	X	X
St. Michael Cemetery Bayport	409 Third St. N Bayport, MN 55003-1044	X	
The Church of St. Michael, of Pine Island Minnesota	451 5th St. SW Pine Island, MN 55963	X	X
St. Nikolaus Church of New Market Scott County Minnesota	51 Church St P.O. Box 9 Elko New Market, MN 55020-0009	X	X
The Church of Saint Nicholas of Carver Minn.	412 4th St W P.O. Box 133 Carver, MN 55315-0133	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of St. Odilia, of Shoreview, Minnesota, including parish school	3495 Victoria St. N Shoreview, MN 55126	X	X
St. Olaf's Catholic Church of Minneapolis, Minnesota	215 South 8th Street Minneapolis, MN 55402	X	X
The Church of Saint Pascal Baylon, St. Paul, Minnesota, including parish school	1757 Conway St. St. Paul, MN 55106-5999	X	X
The Church of St. Patrick of Cedar Creek, Minnesota	19921 Nightingale St. NW Oak Grove, MN 55011-9243	X	X
The Church of St. Patrick of Inver Grove, Minnesota	3535 - 72nd Street East Inver Grove Heights, MN 55076	X	X
The Church of St. Patrick of St. Paul Minnesota	1095 DeSoto St. St. Paul, MN 55130	X	X
The Church of St. Patrick of Edina, Minnesota	6820 St. Patrick Lane Edina, MN 55439	X	X
The Church of St. Patrick of Cedar Lake, Minnesota	24425 Old Highway 13 Jordan, MN 55352	X	X
The Church of, St. Patrick, of Shieldsville Minnesota	7525 Dodd Road Faribault, MN 55021-7431	X	X
The Church of Saint Paul of Zumbrota, Minnesota	749 South Main Street Zumbrota, MN 55992	X	X
The Church of Saint Paul	1740 Bunker Lake Blvd. NE Ham Lake, MN 55304	X	X
The Church of Saint Peter, including parish school	1250 S Shore Dr Forest. Lake, MN 55025	X	X
The Church of St. Peter of North St. Paul, including parish school	2600 N Margaret St. North St. Paul, MN 55109	X	X
The Church of St. Peter, of Mendota, Minnesota	1405 Hwy 13 P.O. Box 50679 Mendota, MN 55150-0679	X	X
The Church of Saint Peter of Richfield, Minnesota, including parish school	6730 Nicollet Ave S Richfield, MN 55423	X	X
The Church of St. Peter Claver Minnesota, including parish school	375 Oxford St. N St. Paul, MN 55104	X	X
The Church of St. Pius of Cannon Falls, Minnesota	410 Colvill Ave W Cannon Falls, MN 55009-0367	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of St. Pius X of White Bear, Minnesota	3878 Highland Ave White Bear Lake, MN 55110-4299	X	X
The Church of Saint Raphael in Crystal, Minnesota, including parish school	7301 Bass Lake Road Crystal, MN 55428	X	X
The Church of Saint Richard, of Richfield, Minnesota	7540 Penn Ave S Richfield, MN 55423-3696	X	X
The Church of St. Rita of Cottage Grove, Minnesota	8694 - 80th St. Cottage Grove, MN 55016	X	X
The Church of Saint Rose of Lima of Rosetown, Minnesota, including parish school	2048 Hamline Ave N Roseville, MN 55113	X	X
The Church of St. Stanislaus of Saint Paul, Minnesota	398 Superior St. St. Paul, MN 55102	X	X
The Church of St. Stephen of Minneapolis, Minnesota	2211 Clinton Ave S Minneapolis, MN 55404-3694	X	X
The Church of St. Stephen, of Anoka, Minnesota, including parish school	525 Jackson St. Anoka, MN 55303	X	X
The Church of Saint Therese of Deephaven, including parish school	18323 Minnetonka Blvd. Deephaven, MN 55391	X	X
St. Thomas Academy	949 Mendota Heights Rd. Mendota Heights, MN 55120-1426	X	
The Church of Saint Thomas Aquinas in St. Paul Park, Minnesota	920 Holley Ave St. Paul Park, MN 55071-1497	X	X
The Church of St. Thomas Becket	4455 South Robert Trail Eagan, MN 55123	X	X
The Church of Saint Thomas More, including parish school	1079 Summit Ave St. Paul, MN 55105	X	X
St. Thomas More Catholic School	1065 Summit Ave St. Paul, MN 55105	X	X
The Church of St. Thomas, of Corcoran, Minnesota	20000 County Road 10 Corcoran, MN 55340	X	X
The Church of St. Thomas of Minneapolis	2914 W 44th St. Minneapolis, MN 55410	X	X
The Church of St. Timothy of Maple Lake, Minnesota, including parish school	8 Oak Ave N Maple Lake, MN 55358	X	X

Entity	Address	GIF Participant	AMBP Participant
The Church of Saint Timothy of Blaine	707 - 89th Ave NE Blaine, MN 55434-2399	X	X
The Church of Saint Victoria of Victoria, Minn.	8228 Victoria Dr. Victoria, MN 55386-9692	X	X
The Church of St. Vincent de Paul, of Osseo, Minnesota, including parish school	9100 - 93rd Ave N Brooklyn Park, MN 55445-1407	X	X
The Church of St. Wenceslaus, of New Prague, Minnesota, including parish school	215 East. Main Street New Prague, MN 56071-1837	X	X
The Church of Saint William of Fridley, Minnesota	6120 - 5th Street NE Fridley, MN 55432	X	X
Transfiguration Church of Oakdale, Minnesota, including parish school	6133 15th St. N Oakdale, MN 55128-4201	X	X
Twin Cities TEC (also known as To Encounter Christ of the Archdiocese of St. Paul-Minneapolis, Minnesota, Inc.)	337 E Hurley St. West. St. Paul, MN 55118-1605	X	

SCHEDULE 2

LIST OF CLASS 8 CLAIMANTS

<u>PARISH</u>	<u>CLAIM AMOUNT</u>
All Saints Lakeville	\$6,981.00
St. Therese Church Deephaven	\$50,502.83
St. Francis Cabrini Church	\$52,956.10
St. Anne/St. Joseph Hein Minneapolis	\$496,459.89
SS Cyril and Methodious Church in Minneapolis	\$72,404.19
St. Pius X Catholic Church	\$107,211.45

SCHEDULE 3

TRADE VENDOR CLAIMS

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
A P GRAPH INC 9605 GIRARD AVE S BLOOMINGTON MN 55431	28.22
ABP HARRY FLYNN CATECHETICAL 2260 SUMMIT AVE ST PAUL MN 55105	250.00
ACRE 1757 CONWAY STREET ST PAUL MN 55106	3,846.62
ACUMEN PSYCHOLOGY 821 RAYMOND AVE #130C ST PAUL MN 55114	850.00
ADVANCED FILING CONCEPTS 3761 DUNLAP ST N ARDEN HILLS MN 55112	140.00
ALL SAINTS CHURCH 435 4TH ST NE MINNEAPOLIS MN 55413-2037	680.00
ALPHA SERVICES INDUSTRIES INC 2712 FREMONT AVE S MINNEAPOLIS MN 55408-1122	3,472.59
AMOS PALMER, SUSAN 1717 GRAMSIE RD ARDEN HILLS MN 55112-2863	150.00
AMSAN 13924 COLLECTION CENTER DR CHICAGO IL 60693-3924	381.12
ANCHOR PAPER CO 480 BROADWAY ST SAINT PAUL MN 55101	744.30
ARCSEARCH PO BOX 59 PAYNESVILLE MN 56352	694.30
ARCIENEGA DOMINGUEZ, SILVIA 1272 MAGNOLIA - #1 SAINT PAUL MN 55106	393.91
ARROW PONTIAC 1111 EAST HWY 110 INVER GROVE HEIGHTS MN 55077	40.12
BASILICA OF ST MARY PO BOX 50010 MINNEAPOLIS MN 55405	1,921.89
BAUER, JOHN 226 SUMMIT AVE ST PAUL MN 55102	45.00
BAUER, RANDALL 14600 IODINE CT NW RAMSEY MN 55303	214.65
BEAUDET, CHRISTOPHER 609 MAPLE PARK DR MENDOTA HEIGHTS MN 55118	1,600.00
BEAULIEU, SIMON PO BOX 6973 MINNEAPOLIS MN 55406	100.00
BECKER, JASON 224 22ND AVENUE SOUTH SAINT PAUL MN 55075	100.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
BEERY NOBLE, EILEEN 20 EAST ELMWOOD PLACE MINNEAPOLIS MN 55419	100.00
BELIAN, JOHN 1635 CHATHAM AVE ARDEN HILLS MN 55112	300.00
BERRY COFFEE CO 14825 MARTIN DRIVE EDEN PRAIRIE MN 55344-2009	153.29
BEST WESTERN PLUS KELLY IN ST PAUL 161 SAINT ANTHONY AVE SAINT PAUL MN 55103-2397	505.65
BLACKBAUD PO BOX 930256 ATLANTA GA 31193-0256	359.70
BOCA CHICA RESTAURANT 11 CESAR CHAVEZ ST PAUL MN 55107	85.02
BODY & SOUL INC 5408 MORGAN AVENUE SOUTH MINNEAPOLIS MN 55419	50.00
BORN-SELLY, PATRICIA 4445 ALDRICH AVE S MINNEAPOLIS MN 55419	400.00
BRAUN, JANE 202 THOMPSON AVENUE EAST SAINT PAUL MN 55118	900.00
BURI, JOHN 2285 STEWART AVE #1308 SAINT PAUL MN 55116-3154	100.00
BURKE, EUGENE E 599 PORTLAND AVE ST PAUL MN 55102	450.00
CANON LAW PROFESSIONALS LLC 29 LOWER COPELAND HILL RD FEURA BUSH NY 12067	850.00
CANON LAW SOCIETY UK IRELAND CANON LAW ABSTRACTS GALLOWAY AYR SCOTLAND KA7 2ST GREAT BRITAIN	205.00
CARONDELET CENTER 1890 RANDOLPH AVENUE ST PAUL MN 55105	70.00
CATHOLIC DEFENSE LEAGUE 3499 LEXINGTON AVE N ST PAUL MN 55126	200.00
CATHOLIC NEWS SERVICE PO BOX 96428 WASHINGTON DC 20090-6428	9,695.48
CATHOLIC UNIVERSIT OF AMERICA OFFICE OF ENROLLMENT, MCMAHON HALL #10 WASHINGTON DC 20064	88.92

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
CENTERPOINT ENERGY PO BOX 4671 HOUSTON TX 77210-4671	454.61
CENTURYLINK P O BOX 91154 SEATTLE WA 98111-9254	42.40
CHLEBECK, DENNIS 1773 ASHLAND AVE SAINT PAUL MN 55104-6036	690.52
CHRIST KING RETREAT CENTER 621 S FIRST AVENUE BUFFALO MN 55313	1,037.50
CITY OF SAINT PAUL 375 JACKSON ST, SUITE 220 SAINT PAUL MN 55101-1806	700.00
COBORN'S INC DBA COBORNSDELIVERS SAINT CLOUD MN 56302-1502	1,561.75
COMMERS CONDITIONED WATER 9150 W 35W SERVICE DR NE BLAINE MN 55449-6745	29.95
CONLEY, PATRICK 239 SELBY AVE ST PAUL MN 55102	100.00
CONNECTNOW FORMS P O BOX 681 TARRYTOWN NY 10591-0681	874.92
CONWAY, KRISTA 7106 BOVEY AVE INVER GROVE HEIGHTS MN 55076	40.00
CRM VERTEX 1405 PRAIRIE PKWY SUITE A WEST FARGO ND 58078	750.00
CROSTOWN MECHANICAL INC. 3115 LONG LAKE ROAD ST. PAUL, MN 55113	301.00
CULLIGAN BOTTLED WATER DEPT 8511 MINNEAPOLIS MN 55480-7743	61.95
CYBER ADVISORS INC 11324 86TH AVENUE NORTH MAPLE GROVE MN 55369	750.00
CYBERSOURCE CORPORATION PO BOX 742842 LOS ANGELES CA 90074-2842	375.00
DAIKIN APPLIED 24827 NETWORK PL CHICAGO IL 60673	538.45
DANIELLE ALEXANDER DESIGN LLC 276 LAKEVIEW TERRACE BLVD WACONIA, MN 55387	150.00
DESHANE, JAMES 4321 BROOK LANE ST LOUIS PARK MN 55416	75.00
DESIGN A BUNCH 8400 NORMANDALE LAKE BLVD - #12 BLOOMINGTON MN 55437-1078	400.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
DEXON COMPUTER INC 9201 E BLOOMINGTON FRWY - STE BB MINNEAPOLIS MN 55420	204.00
DILL, TIFFANY 226 SUMMIT AVE ST PAUL MN 55102	20.00
DIOCESE BISMARCK 520 NORTH WASHINGTON STREET BISMARCK ND 58502-1137	1,272.33
DIOCESE FARGO 5201 BISHOPS BLVD STE A FARGO, ND 58104	300.00
DIOCESE OF WINONA 55 W SANBORN PO BOX 588 WINONA MN 55987	300.00
DISANTO'S FORT ROAD FLORIST 262 FORT ROAD ST PAUL MN 55102	435.67
DOMINICAN COMM ST ALBERT GREAT 2836 33rd AVE S MINNEAPOLIS MN 55406	800.00
DUFNER, THOMAS 226 SUMMIT AVE ST PAUL MN 55102	100.00
ECM PUBLISHERS INC 4095 COON RAPIDS BLVD COON RAPIDS MN 55433-2523	6,544.57
EVERT, JASON 2257 S JUNIPER ST LAKEWOOD CO 80228	12.00
EVOLVING SOLUTIONS 3989 COUNTY RD 116 HAMEL, MN 55340	787.50
EXPONENTS INC 946 FAIRMOUNT AVE ST PAUL MN 55105	393.75
FAITHFUL & TRUE MINISTRIES INC 15798 VENTURE LN EDEN PRAIRIE MN 55344	495.00
FATHER J ERICH RUTTEN 2115 SUMMIT AVE # 4042 ST PAUL MN 55105	100.00
FEDEX PO BOX 94515 PALATINE IL 60094-4515	672.95
FELHABER LARSON FENLON VOGT P.A. PO BOX 860034 MINNEAPOLIS MN 55486-0034	5,224.50
FILTRATION SYSTEM INC 3943 MEADOWBROOK RD ST LOUIS PARK MN 55426	202.68
FITZGERALD, THOMAS P 226 SUMMIT AVE ST PAUL MN 55102	190.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
FLEUR DE LIS 516 SELBY AVENUE ST PAUL MN 55102	1,379.65
FLOEDER, JOHN 2260 SUMMIT AVE ST PAUL MN 55105	200.00
FOLEY CONSULTING INC 2405 ESSINGTON RD #98 JOLIET IL 60435-1200	3,590.12
FRATTALLONE'S HARDWARE INC 3527 LEXINGTON AVE N ARDEN HILLS MN 55126	94.17
FRONT LINE SYSTEMS INC P O BOX 337 EXCELSIOR MN 55331-0337	481.25
FSSP ST PETER'S HOUSE ELMHURST TOWNSHIP PA 18444	2,000.00
G & K SERVICES ST PAUL PO BOX 842385 BOSTON MA 02284-2385	394.80
GATICA, VIVIANA V 328 KELLOGG BLVD W SAINT PAUL MN 55102	310.00
GE CAPITAL PO BOX 31001-0273 PASADENA CA 91110-0273	351.45
GEMOLOGICAL RESOURCE INC 224 DEERPATH CT STILLWATER, MN 55082	1,575.00
GERLACH, MICHELLE 328 KELLOGG BLVD ST PAUL MN 55102	1,050.00
GJENGAHL, NELS 226 SUMMIT AVE ST PAUL MN 55102	50.00
GOPHER STATE ONE CALL 18946 LAKE DR E CHANHASSEN MN 55317	2.90
GREATAMERICA FINANCIAL SVCS CORP (formerly Loffler Companies, Inc.) PO BOX 660831 DALLAS, TX 75266-0831	228.97
HD SUPPLY FACILITIES MAINTENANCE PO BOX 509058 SAN DIEGO CA 92150-9058	447.60
HEALING HOUSE OF SAINT PAUL 338 SNELLING AVE S SAINT PAUL MN 55105	405.00
HOREJSI, DEBRA JOY DBA GINGKO GARDENS AND LAWNS 4283 DENT AVE WEBSTER MN 55088	250.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
IDAHO CATHOLIC REGISTER 1501 FEDERAL WAY STE 400 BOISE ID 83705	350.00
IMHP BURNSVILLE P O BOX 64317 SAINT PAUL MN 55164-0317	1,650.00
IMMACULATE CONCEPTION CHURCH PO BOX 169 LONSDALE MN 55046-0169	258.43
IND SCHOOL DIST 279 11200 93RD AVE N MAPLE GROVE MN 55369	50.00
INSTITUTE FOR DIACONATE FORMATION 2260 SUMMIT AVE SAINT PAUL MN 55105	500.00
INTEGRA TELECOM PO BOX 2966 MILWAUKEE WI 53201	692.50
J S BURKE & ASSOCIATES LLC 947 EAST COUNTY RD D #102 ST PAUL MN 55109	42.38
JANZ, JONATHAN PROVIDENCE ACADEMY 15100 SCHMIDT LK RD PLYMOUTH MN 55446	100.00
JESUIT NOVITIATE 1035 SUMMIT AVE ST PAUL MN 55105	708.22
JOHNSON, AMY M 32024 CTY RD 13 SALOL MN 56756	20.00
JOHNSON, JOSEPH 226 SUMMIT AVE ST PAUL MN 55102	160.00
KAT-KEY'S LOCK & SAFE CO 249 E 7TH STREET ST PAUL MN 55101-2346	89.80
KELLY, JONATHAN 226 SUMMIT AVE ST PAUL MN 55102	45.00
KENNEY, WILLIAM 226 SUMMIT AVE ST PAUL MN 55102	190.00
KLEMOND, SUSAN K 527 MANOMIN AVE SAINT PAUL MN 55107	600.00
KOSTELC, CHRISTOPHER G HOLY NAME OF JESUS 155 CTY RD 24 WAYZATA MN 55391	100.00
KOWALSKI GRAND MARKET INC 33 S. SYNDICATE AVE SAINT PAUL MN 55105	15,417.06
KRATOCHVIL, MICHAEL 554 SPRINGHILL RD VADNAIS HEIGHTS MN 55127	975.72

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
KUETTEL, MATTHEW 200 N MISSISSIPPI RIVER SAINT PAUL MN 55104	137.50
LACANNE, STEVEN ST LEONARD PORT MAURICE 3949 CLINTON AVE S MINNEAPOLIS MN 55409-1635	85.00
LARAMIE COUNTY ADMINISTRATION 510 W 29TH ST CHEYENNE, WY 82001	870.00
LARKIN HOFFMAN 8300 NORMAN CENTER DR - #1000 BLOOMINGTON MN 55437-1060	152.00
LOCKWOOD SALES 16401 ARGON ST NW ANDOVER MN 55304	1,486.25
LOFFLER 1101 EAST 78TH ST STE 200 BLOOMINGTON MN 55420	4,307.26
LOFFLER COMPANIES INC PO BOX 660831 DALLAS TX 75266-0831	562.27
LOGOS MANAGEMENT SOFTWARE INC 825 VICTORS WAY - STE 200 ANN ARBOR MI 48108-2830	692.00
LUND, KRISTINA FIRE STATION #14 PROF BLDG ST PAUL MN 55104	1,325.00
MARTIN, MICHAEL 19655 325TH ST SHAFER MN 55074	600.00
MCDONOUGH, THOMAS 226 SUMMIT AVE ST PAUL MN 55102	360.00
MCDOWELL AGENCY INC 1101 N SNELLING AVE ST PAUL MN 55108	113.00
MCQUILLAN, PATRICIA A 512 MONTCALM PL SAINT PAUL MN 55116	149.36
MDWST CNTR PERSONAL FAMILY DEV 2854 HIGHWAY 55 STE 130 EAGAN MN 55121	1,185.00
MEJIA, ALICIA 7791 HEMINGWAY AVE S COTTAGE GROVE, MN 55016	200.00
METRO SALES INC 1620 E 78TH STREET MINNEAPOLIS, MN 55423-4637	6,485.09
MEYERS, NATHANIEL R OUR LADY OF GRACE EDINA MN 55436-2308	20.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
MICHAUD, THOMAS DIVINE MERCY CATHOLIC CHURCH 139 MERCY DR FARIBAULT MN 55021	200.00
MIDWEST ARCHIVES CONFERENCE 4440 PGA BOULEVARD STE 600 PALM BEACH GARDENS FL 33410	89.00
MINNEAPOLIS FINANCE DEPARTMENT PO BOX 77028 MINNEAPOLIS MN 55480	136.78
MINNESOTA COACHES INC 101 E 10TH ST SUITE 300 HASTINGS MN 55033	3,971.91
MINNESOTA SEASONS 7111 STILLWATER BLVD N OAKDALE MN 55128	2,529.00
MN AEYC-MN SACA 1000 WESTGATE DR #252 ST PAUL MN 55114	800.00
MOLLNER, CATHERINE 2550 UNIV AVE W STE 435 ST PAUL MN 55114	1,012.50
MOORE, ELIZABETH 4049 10TH AVE S MINNEAPOLIS MN 55407	100.00
MSGR ALOYSIUS CALLAGHAN ST PAUL SEMINARY SCHOOL OF DIVINITY 2260 SUMMIT AVE ST PAUL MN 55105	150.00
NCDVD 440 W NECK RD HUNTINGTON NY 11743	1,228.00
NEVIN, MICHAEL 14670 55TH ST NE SAINT MICHAEL MN 55376	300.00
NFOCUS CONSULTING 1594 HUBBARD DR LANCASTER OH 43130-8124	975.85
NORTHWESTERN FRUIT COMPANY 616 PINE STREET ST PAUL MN 55130	650.95
NORTON, SARAH 1136 JACKSON ST SAINT PAUL MN 55117	26.73
NYGAARD, ROBERT 6451 207TH AVE NE WYOMING MN 55092	560.80
OFFICEMAX INCORPORATED 75 REMITTANCE DR #2698 CHICAGO IL 60675-2698	3,069.10
O'GRADY, KELLEN E 2115 SUMMIT AVE SAINT PAUL MN 55105	80.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
O'KEEFE, WILLIAM 247 THIRD AVE S MINNEAPOLIS MN 55415	737.50
OPPENHEIMER WOLFF DONNELLY 222 S 9TH ST - STE 2000 MINNEAPOLIS MN 55402-3362	418.95
ORGAN, DEBORAH A. 224 HOWELL ST N ST PAUL MN 55104	400.00
ORTEGA, AMANDA 8012 SCOTT BLVD COTTAGE GROVE MN 55016	116.50
OUR LADY GRACE CHURCH 5071 EDEN AVE EDINA MN 55436	160.32
PALEN/KIMBALL COMPANY MI-98 MINNEAPOLIS MN 55480-1414	210.00
PARISHSOFT 825 VICTORS WAY - STE 200 ANN ARBOR MI 48108-2830	253.00
PAUL DAVID PRODUCTIONS, LLC 7365 WEST SHORELINE DR WACONIA MN 55387	2,538.60
PAUL J LANE PH D 24445 HAWTHORNE BLVD - STE 100 TORRANCE CA 90505	1,000.00
PEOPLES ELECTRICAL COMPANY 277 E FILLMORE AVE ST PAUL MN 55107	2,073.23
PHOENIX PROCESS CONSULTANTS 5912 WEST 25TH STREET SAINT LOUIS PARK MN 55416	785.00
PREMIER LOCATING INC 2034 COUNTY ROAD 35 WEST BUFFALO MN 55313	113.75
PREMIUM WATERS INC P O BOX 9128 MINNEAPOLIS MN 55480-9128	102.69
PRICE, KRISTINA 1647 EDGEWOOD ROAD WINONA MN 55987	2,040.00
PRINTASTIK 5249 W 73RD ST - STE C EDINA MN 55439-2214	393.29
PROFORMA PO BOX 640814 CINCINNATI OH 45264	3,562.54
QUIGLEY, MARY 13225 CROCUS ST NW COON RAPIDS MN 55448-1221	625.00
RAPP, JACQUELINE 17050TOP HILL RD FAIRDALE, KY 40118-9428	150.00
REV KEVIN MCDONOUGH 226 SUMMIT AVE ST PAUL MN 55102	140.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
REV MARK WEHMANN 226 SUMMIT AVE ST PAUL MN 55102	100.00
REV MICHAEL JOHNSON ATTN HOLY REDEEMER COLLEGE 3112 7TH STREET NE WASHINGTON DC 20017	65.12
REV MICHAEL STEVENS 328 KELLOGG BLVD W ST PAUL MN 55102	100.00
REV PETER A LAIRD 226 SUMMIT AVE ST PAUL MN 55102	100.00
REV TROY PRZYBILLA 226 SUMMIT AVE ST PAUL MN 55102	100.00
RICE, RICHARD M 8717 BAXTER WY INVER GROVE HEIGHTS MN 55076	140.00
RODRIGUEZ RUIZ, LEAH 1425 LONE OAK RD EAGAN MN 55121	1,028.76
RODRIGUEZ, MARTA 328 KELLOGG BLVD W ST PAUL MN 55102	104.79
RON KELLER & ASSOCIATES 2550 E MEDICINE LAKE BLVD PLYMOUTH MN 55441	900.00
RUMJUNGLE MEDIA INC 5295 EDEN RD MOUND MN 55364	5,205.87
SALINAS, HILDA 246 E PAGE ST ST PAUL MN 55107	200.00
SAMS CLUB PO BOX 530981 ATLANTA GA 30353-0981	1,051.47
SANTER, LEAH 1401 HIGHLAND PKWY SAINT PAUL MN 55116	100.00
SCHMIDT, MARY-CATHERINE 140 BELVIDERE ST W WEST ST PAUL MN 55118	20.00
SCHNEIDER, LEO 226 SUMMIT AVE ST PAUL MN 55102	360.00
SHILLING, HAROLD HSHILLING BLANCHARDVILLE WI 53516	165.00
SHYPKOWSKI, KRISTI 4696 47TH ST S UNIT C FARGO, ND 58104	65.00
SILENT KNIGHT SECURITY GROUP 9057 LYNDAL AVE SOUTH BLOOMINGTON MN 55420	285.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
SIOUX FALLS MARRIAGE TRIBUNAL 523 NORTH DULUTH AVENUE SIOUX FALLS SD 57104	400.00
SLUSSER, MICHAEL 226 SUMMIT AVE ST PAUL MN 55102	25.30
SRS ST FRANCIS 6832 CONVENT BLVD SYLVANIA OH 43560	1,175.00
ST AGNES CHURCH 535 THOMAS AVENUE SAINT PAUL MN 55103	2,133.67
ST CROIX CLEANERS 5843 NEAL AVE N STILLWATER MN 55082	16.38
ST FRANCIS DE SALES 650 PALACE AVE SAINT PAUL MN 55102-3540	250.00
ST JOSEPH CHURCH 171 ELM STREET LINO LAKES MN 55014	438.26
ST MICHAEL CHURCH 22120 DENMARK AVENUE FARMINGTON MN 55024-0227	6,017.00
ST PATRICKS GUILD 1554 RANDOLPH AVE ST PAUL MN 55105	189.85
ST PAUL SEMINARY SCHOOL OF DIVINITY 2260 SUMMIT AVE ST PAUL MN 55105	27,053.90
ST PAUL STAMP WORKS INC 87 EMPIRE DRIVE SAINT PAUL MN 55103-1856	34.75
ST PAUL TRAINING LLP P O BOX 17311 SAINT PAUL MN 55117-0311	450.00
ST PETER CHURCH 1405 HIGHWAY 13 MENDOTA MN 55150-0679	353.90
ST PETER'S PONTIFICAL INSTITUTE STUDIES IN CHURCH LAW BANGALORE 560 055 INDIA	95.00
ST STEPHEN CHURCH 525 JACKSON ST ANOKA MN 55303	800.00
STANLEY CONVERGENT SECURITY DEPT CH 10651 PALATINE IL 60055	84.84
STAPLES ADVANTAGE DEPT DET CHICAGO IL 60696-3689	185.04
SWANFELD, PAULINE M 1810 BERWICK CIR DULUTH MN 55811	648.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
SWEEZO, SUSAN SLS INTERPRETING SERVICES 2342 BENJAMIN ST NE MINNEAPOLIS MN 55418	160.00
SYSCO MINNESOTA INC PO BOX 49730 BLAINE MN 55449-0730	774.36
TEAMWORKS INTL INC 7037 20TH AVE S CENTERVILLE MN 55038	8,175.02
THE LAUNDRY DOCTOR 662 SELBY AVE ST PAUL, MN 55104	46.40
THE VISITOR ST CLOUD CHANCERY SAINT CLOUD MN 56302-1068	905.00
THOMAS LIQUOR STORE 1941 GRAND AVE AT PRIOR ST PAUL MN 55105	99.00
TIBESAR, LEO J 226 SUMMIT AVE ST PAUL MN 55102	300.00
TOP 20 TRAINING 1873 STANFORD AVE SAINT PAUL MN 55105	5,200.00
TWIN CITY TREE SERVICE INC 981 LYDIA DR W ROSEVILLE MN 55113	225.00
UNIVERSITY ST THOMAS MAIL 5002 ST PAUL MN 55105-1078	4,214.37
VECTOR DELIVERY SERVICE 5747 GLENWOOD AVE #5 GOLDEN VALLEY MN 55422	1,972.90
VERNON COMPANY DEPT C ONE PROMOTION PLACE NEWTON IA 50208-2065	61.32
WABASHA DELI 32 E FILLMORE ST PAUL MN 55107	1,558.72
WAGENBACH, ANDREW 2503 16TH AVE E NORTH ST PAUL MN 55109	95.22
WALKER, THOMAS 226 SUMMIT AVE ST PAUL MN 55102	240.00
WALL STREET JOURNAL PO BOX 7007 CHICOPEE MA 01021-9985	12.00
WAY POINT INC 4760 WHITE BEAR PKWY STE 201 WHITE BEAR LAKE MN 55110	4,195.53
WEHRLY, JOHN 2812 ANTHONY LANE SOUTH - #200 ST ANTHONY MN 55418	82.50
WESTERN STATES ENVELOPE & LABEL PO BOX 205216 DALLAS TX 75320-5216	907.65

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
WINTRHOP WEINSTINE PA 225 S 6TH ST STE 3500 MINNEAPOLIS MN 55402	1,086.80
WISC PROVINCE SOCIETY JESUS 2900 11TH AVE S #1017-19 MINNEAPOLIS MN 55407-5171	50.00
WOLD MORRISON PA 247 THIRD AVE S MINNEAPOLIS MN 55415	22,575.00

CREDITOR NAME AND ADDRESS	AMOUNT OF CLAIM
XCEL ENERGY PO BOX 9477 MINNEAPOLIS MN 55484	34.56
XDD MN LLC WORKSOURCE #164 KANSAS CITY MO 64141-4378	835.00

Exhibit 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: Bankruptcy Case No. 15-30125
The Archdiocese of Saint Paul and Chapter 11 Case
Minneapolis,
Debtor.

**FIRST AMENDED DISCLOSURE STATEMENT FOR FIRST AMENDED CHAPTER
11 PLAN OF REORGANIZATION OF THE ARCHDIOCESE OF SAINT PAUL AND
MINNEAPOLIS**

~~THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 P.M. CENTRAL TIME ON _____, 2016, UNLESS
EXTENDED BY ORDER OF THE BANKRUPTCY COURT.~~

BRIGGS AND MORGAN, P.A.
Richard D. Anderson
Charles B. Rogers
Lauren E. Lonergan
Benjamin E. Gurstelle
2200 IDS Center
80 S 8th Street
Minneapolis, MN 55402
Telephone: (612) 977-8400
Facsimile: (612) 977-8650
Attorneys for The Archdiocese of Saint Paul and Minneapolis

Dated: ~~May 26~~November 15, 2016

DISCLOSURE STATEMENT

On January 16, 2015 (the “Petition Date”), the Archdiocese of Saint Paul and Minneapolis (the “Archdiocese” or the “Debtor”) filed a voluntary Chapter 11 petition with the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”). Since the Petition Date, the Debtor has remained in possession of its assets and has continued to own, operate and manage its affairs pending the approval of a plan of reorganization in accordance with the provisions of Title 11 of the United States Code (as amended, the “Bankruptcy Code”). The Debtor seeks confirmation of its Chapter 11 Plan of Reorganization (as it may be amended or modified, ~~the “Plan”~~—[including as amended in the Debtor’s First Amended Chapter 11 Plan of Reorganization submitted on November 15, 2016, the “Plan”](#)).

Pursuant to section 1125 of the Bankruptcy Code, the Archdiocese submits this [First Amended](#) Disclosure Statement ([the “Disclosure Statement”](#)) in connection with the Plan. Section 1125 of the Bankruptcy Code requires a disclosure statement to provide information sufficient to enable a hypothetical and reasonable stake holder, typical of the Debtor’s creditors, to make an informed judgment whether to accept or reject the Plan. This Disclosure Statement may not be relied upon for any purpose other than that described above, and use of this Disclosure Statement for any other purpose is not authorized.

THIS DISCLOSURE STATEMENT AND THE PLAN MUST BE CONSIDERED TOGETHER FOR THE READER TO BE ADEQUATELY INFORMED.

NO REPRESENTATIONS CONCERNING THE ARCHDIOCESE, INCLUDING THE VALUE OF ITS PROPERTY, ARE AUTHORIZED BY THE ARCHDIOCESE OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE THAT ARE NOT CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN CASTING YOUR VOTE WITH RESPECT TO THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF INTERESTS IN, THE DEBTOR (INCLUDING, WITHOUT LIMITATION, THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE TRANSACTIONS DESCRIBED THEREIN.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING EXHIBITS CONCERNING THE FINANCIAL CONDITION OF THE ARCHDIOCESE AND OTHER INFORMATION CONTAINED HEREIN, HAS NOT BEEN SUBJECT TO AUDIT OR INDEPENDENT REVIEW EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ACCORDINGLY, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO BE ACCURATE, THE ARCHDIOCESE IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING THE ARCHDIOCESE OR ITS FINANCIAL CONDITION IS ACCURATE OR COMPLETE.

BECAUSE OF THE UNCERTAINTY AND RISK FACTORS INVOLVED, THE ARCHDIOCESE'S ACTUAL RESULTS MAY NOT BE AS PROJECTED HEREIN. THE STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF, PROVIDED THAT HISTORICAL FINANCIAL INFORMATION IS REPORTED AS OF MARCH 31, 2016, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME SUBSEQUENT TO THE DATE HEREOF, AND THE DEBTOR UNDERTAKES NO DUTY TO UPDATE THE INFORMATION.

THE FACTUAL AND FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT IS FROM THE DEBTOR AND FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR'S KNOWLEDGE, INFORMATION AND BELIEF, INCLUDING FROM THE 2014 AUDIT AND 2015 UNAUDITED REPORT ATTACHED TO THIS DISCLOSURE STATEMENT. HOWEVER, THE DEBTOR AND PROFESSIONALS DO NOT REPRESENT OR WARRANT THAT THIS DISCLOSURE STATEMENT IS COMPLETE OR FREE FROM ANY INACCURACY OR OMISSION. THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR IN ANY EXHIBIT EXCEPT AS EXPRESSLY INDICATED IN THIS DISCLOSURE STATEMENT OR IN ANY EXHIBIT.

ALTHOUGH THE DEBTOR'S PROFESSIONALS HAVE ASSISTED IN THE PREPARATION OF THIS DISCLOSURE STATEMENT BASED ON THE FACTUAL INFORMATION AND ASSUMPTIONS RESPECTING THE FINANCIAL, BUSINESS, AND ACCOUNTING DATA PROVIDED BY THE DEBTOR, THE DEBTOR'S PROFESSIONALS HAVE NOT INDEPENDENTLY VERIFIED THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO SUCH INFORMATION. SUCH PROFESSIONALS DO NOT REPRESENT OR WARRANT THAT THIS DISCLOSURE STATEMENT IS COMPLETE OR IS FREE FROM ANY INACCURACY OR OMISSION.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE (THE "BANKRUPTCY RULES") AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW OR OTHER NON-BANKRUPTCY LAW.

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED ON FOR ANY PURPOSES OTHER THAN TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT IS OR SHALL BE DEEMED TO BE AN ADMISSION OR A DECLARATION AGAINST INTEREST BY THE DEBTOR FOR PURPOSES OF ANY EXISTING OR FUTURE LITIGATION. AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL

NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THE DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST THE DEBTOR AND DEBTOR IN POSSESSION IN THIS CASE.

THIS DISCLOSURE STATEMENT CONTAINS STATEMENTS THAT ARE FORWARD-LOOKING. FORWARD-LOOKING STATEMENTS ARE STATEMENTS OF EXPECTATIONS, BELIEFS, PLAN, OBJECTIVES, ASSUMPTIONS, PROJECTIONS, AND FUTURE EVENTS OF PERFORMANCE. AMONG OTHER THINGS, THIS DISCLOSURE STATEMENT CONTAINS FORWARD-LOOKING STATEMENTS WITH RESPECT TO ANTICIPATED FUTURE PERFORMANCE OF A TRUST TO BE CREATED FOR THE BENEFIT OF HOLDERS OF ALLOWED CLAIMS, AS WELL AS ANTICIPATED FUTURE DETERMINATION OF CLAIMS, DISTRIBUTIONS ON CLAIMS, AND RECOVERIES UNDER INSURANCE POLICIES. THESE STATEMENTS, ESTIMATES, AND PROJECTIONS MAY OR MAY NOT PROVE TO BE CORRECT. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE REFLECTED IN THESE FORWARD-LOOKING STATEMENTS. FORWARD-LOOKING STATEMENTS ARE SUBJECT TO INHERENT UNCERTAINTIES AND TO A WIDE VARIETY OF SIGNIFICANT BUSINESS, ECONOMIC, AND COMPETITIVE RISKS, INCLUDING, AMONG OTHERS, THOSE DESCRIBED IN THIS DISCLOSURE STATEMENT. THE DEBTOR UNDERTAKES NO OBLIGATION TO UPDATE ANY FORWARD-LOOKING STATEMENT. NEW FACTORS EMERGE FROM TIME TO TIME AND IT IS NOT POSSIBLE TO PREDICT ALL SUCH FACTORS, NOR CAN THE IMPACT OF ANY SUCH FACTORS BE ASSESSED.

HOLDERS OF CLAIMS AND INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. EACH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISORS WITH RESPECT TO ANY SUCH MATTERS CONCERNING THIS DISCLOSURE STATEMENT, THE SOLICITATION OF VOTES TO ACCEPT THE PLAN, THE PLAN, AND THE TRANSACTIONS DESCRIBED.

Each holder of a Claim entitled to vote to accept or reject the Plan should read this Disclosure Statement and the Plan (including all Exhibits and Schedules to the Plan and Disclosure Statement) in their entirety before voting. To obtain, at your cost, additional copies of this Disclosure Statement please contact:

Benjamin Gurstelle
Briggs and Morgan, P.A.
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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I. INTRODUCTION

The Debtor provides this Disclosure Statement to all of the Debtor's known creditors and other parties in interest in order to provide adequate information to enable them to make an informed decision on whether to accept or reject the Plan. All holders of Claims are advised and encouraged to read this Disclosure Statement and the Plan in their entirety before voting to accept or reject the Plan.

THE PLAN SUMMARY AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE PLAN OR ANY OTHER APPLICABLE DOCUMENT, THE TERMS OF THE PLAN OR SUCH APPLICABLE DOCUMENT SHALL GOVERN.

A copy of the Plan is attached to this Disclosure Statement as Exhibit A.¹

This Disclosure Statement was filed on ~~_____~~, November 15, 2016. The Bankruptcy Court held a hearing on the adequacy of the information set forth in this Disclosure Statement on ~~_____~~, December 15, 2016. By order dated, ~~_____~~, 2016, the Bankruptcy Court approved the Disclosure Statement. A copy of the order approving the Disclosure Statement is attached as Exhibit B. The Bankruptcy Court will hold a hearing on confirmation of the Plan on ~~_____~~, 20162017 at ~~_____~~ in Courtroom 8 West, United States Courthouse, 300 South Fourth Street, Minneapolis, Minnesota 55415. At that time the Bankruptcy Court will review a ballot report concerning votes cast for accepting or rejecting the Plan, any objections to the confirmation of the Plan, and other evidence and arguments from parties in interest.

The Debtor believes that the Plan is in the best interests of and provides the highest and most expeditious recoveries to holders of all Claims against the Debtor. All holders of Claims entitled to vote to accept or reject the Plan are urged to vote in favor of the Plan.

Voting instructions are contained in the attached order approving the Disclosure Statement. In addition, the solicitation package accompanying each ballot contains applicable voting instructions. **To be counted, your ballot must be properly completed, executed and actually received by the Clerk of the Bankruptcy Court by 5:00 p.m. (prevailing Central time), on _____, 20162017 (the "Voting Deadline").**

THE DEBTOR RECOMMENDS THAT HOLDERS OF ALLOWED CLAIMS VOTE IN FAVOR OF THE PLAN.

¹ Capitalized terms not otherwise defined in this Disclosure Statement have the meanings and definitions assigned to them in the Plan.

II. PLAN OVERVIEW AND SUMMARY OF TREATMENT OF CLAIMS

~~This Chapter 11 case was filed against the backdrop of a terrible crisis and breach of trust. Some members of the clergy in the Archdiocese have admitted they sexually abused children entrusted to their care, and many others stand accused.~~

~~For the preservation of the Church and the well-being of all affected constituencies, especially the Tort Claimants, the Archdiocese must move forward with the limited resources available. The alternative is potentially decades of litigation where none of the parties reach closure and the Archdiocese's assets are further reduced.~~

A. ~~The Plan~~ Executive Summary

THE FOLLOWING EXECUTIVE SUMMARY IS INTENDED TO PROVIDE AN OVERVIEW OF THE BASIC STRUCTURE OF CERTAIN PROVISIONS OF THE PLAN DEALING WITH THE TREATMENT OF TORT CLAIMANTS AND SUMMARY OF CERTAIN ALTERNATIVES TO THE PLAN. THE SUMMARY SET FORTH BELOW IS FURTHER QUALIFIED BY THE SPECIFIC PROVISIONS OF THIS DISCLOSURE STATEMENT BELOW. PARTIES IN INTEREST ARE ENCOURAGED TO READ THE DISCLOSURE STATEMENT IN ITS ENTIRETY. THE SPECIFIC PROVISIONS OF THIS DISCLOSURE STATEMENT WILL CONTROL IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS SUMMARY AND ANY SPECIFIC PROVISIONS OF THE DISCLOSURE STATEMENT. THE PLAN WILL CONTROL IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN.

The Plan divides the different creditors into classes as more fully described below. The Plan addresses the concerns of sexual abuse claimants, referred to as "Tort Claimants," in three ways. First, the Plan ~~ensures~~ incorporates protocols previously negotiated by the Archdiocese, including rigorous standards relating to conduct and reporting and strict, independent oversight. These protocols are intended to ensure that the Archdiocese is doing all that it reasonably can to protect children ~~by incorporating the Ramsey County protocols that include rigorous standards and strict, independent oversight.~~ Second, the Plan ~~addresses healing by establishing a~~ establishes a \$500,000 Counseling Fund for victims of sexual abuse. Third, the Plan provides ~~for cash restitution in a manner that fairly maximizes the value of available assets for claimants.~~

~~As detailed elsewhere in this Disclosure Statement, the Plan divides the various creditors into classes. Individual claimants are classified based on the allegations in the proofs of claim. The Plan creates a Trust for the benefit of Tort Claimants, which will be funded through cash contributed pursuant to settlement agreements with the Archdiocese's Settling Insurers, cash funds from the Archdiocese, including from the sale of properties owned by the Archdiocese, and contributions from the separately incorporated Parishes and their insurers. The Archdiocese has been advised that the Unsecured Creditors' Committee has no objection to the Archdiocese Insurer settlements. The Plan proposes that the Archdiocese will also assign and transfer all claims, rights of any kind and recoveries against Non-Settling Insurers arising out of or related to Tort Claims. The Plan proposes that the non-Debtor Catholic entities contributing these~~

~~significant and valuable rights will do so in exchange for a channeling injunction in their favor. Holders of Pending Tort Claims and Future Tort Claims will receive distributions from the Trust based on a distribution plan that is part of the Plan and Trust Agreement to be approved by the Bankruptcy Court prior to the Plan Effective Date. The Pending Tort Claims and Future Tort Claims will be determined by the Trustee of the Trust, who will be jointly proposed prior to confirmation and approved by the Court as part of the Plan confirmation. The Plan also allows the Archdiocese to continue its important missions and continue to administer and provide important programs and services to individuals working for the Archdiocese and to the Parishes, including the General Insurance Program Fund (GIF) and the Archdiocese Medical Benefit Plan Trust (AMBP).~~

~~The Plan provides for the distribution of over \$65 million to the Trust for the benefit of Tort Claimants, along with rights against insurance policies that may be worth substantially more. This~~

that a minimum of \$126 million and as much as \$133 million in cash will be available to fund a plan trust within a short time after court approval. The sources of such funds are described below. A portion of such amounts will be needed to pay administrative claims and case expenses. The remainder will promptly be delivered to the independent Trust created under the Plan to administer and pay Tort Claims.

The sources of the \$126-133 million in immediate and near term cash described above include:

Archdiocese Insurance Carrier Contributions

<u>• Cash from Archdiocese settling insurers</u>	<u>\$ 92,450,000</u>
<u>• Liquidation Value of Home Claim (Est. Minimum)</u>	<u>\$ 7,200,000</u>
<u>Total</u>	<u>\$99,650,000</u>

Archdiocese Direct Contributions

<u>• Archdiocese Cash Contributions</u>	<u>\$ 11,883,243</u>
<u>• Riley Fund settlement</u>	<u>\$ 1,292,282</u>
<u>• Value of AUSMAR Development (Est.)</u>	<u>\$ 365,775</u>
<u>• Value of ring and other available property</u>	<u>\$ 280,000</u>
<u>Total</u>	<u>\$ 13,821,300</u>

Contributions from General Insurance Fund \$5,000,000-6,000,000

Parish contributions (from parish insurers) \$ 13,732,500

GRAND TOTAL \$132,203,800-\$133,203,800

The Archdiocese believes on the basis of its review of other diocese bankruptcy cases that this funding amount is more than the amount confirmed in 7090% of other diocesan bankruptcies that have been resolved through confirmation of a Chapter 11 plan. For example, the total settlement reached in Wilmington, Delaware was \$77.4 million, Portland, Oregon was \$88 million, Spokane, Washington was \$48 million, Davenport, Iowa was \$33 million, Tucson, Arizona was \$22 million, Gallup, New Mexico was \$22 million, Milwaukee, Wisconsin was \$21 million, Helena, Montana was \$20 million, and Fairbanks, Alaska was \$9.8 million.

~~The Plan incorporates a number of settlement agreements with the Debtor's Insurers and with Insurers for separate entities that might have liability for some of the Tort Claims. It is through these settlement agreements that the Debtor will obtain a significant amount of the money committed to the Plan. The Debtor proposes the Plan to facilitate the most efficient and timely distribution of proceeds to creditors and liquidation of available assets through the Trust. The Plan and Trust provide an option for convenience payments to allow holders of allowed Tort Claims to receive distributions as soon as practicable. The Debtor believes that the Plan provides the greatest recovery for, and fastest payment to, creditors.~~

~~Central to consideration of this Plan is the question of whether the Archdiocese has properly committed to the Plan all available assets that are not necessary for the Archdiocese to continue its operations and to fulfill its core missions post confirmation.~~

~~A significant portion of the Archdiocese's cash assets have been expended in legal fees and administrative costs. Other assets are legally restricted in that the Archdiocese may only use them for a specific purpose identified by the donor of such assets. All remaining non-dedicated cash that is not required to allow the Archdiocese to reorganize and fulfill its mission is directed towards the Trust. Available funds from the GIF have been and will be assigned to the Trust. The Debtor's saleable real property has been sold or will be sold and the proceeds conveyed to the Trust. The Archdiocese will also assign proceeds from the sale of personal property including certain jewelry to the Trust.~~

~~The key assets available to reimburse sexual abuse claimants are the Archdiocese's rights under insurance policies. The Archdiocese has coverage for sexual abuse claims from the 1940's to the present with varying limits. Where settlements with Archdiocese insurance carriers have been achieved, those proceeds will be deposited in the Trust.~~

~~Where the Archdiocese to date could not obtain an acceptable settlement, the Archdiocese seeks to assign any rights to recoveries from these policies to the Trust in a manner that protects the rights of claimants and insurers. Tort Claimants and their counsel can then resolve these claims and directly negotiate with insurance carriers as they deem appropriate. The Archdiocese should not continue its status as a "middle man" in the nationwide debate between~~

~~insurance carriers and claimants' counsel over the settlement value of sexual abuse claims and remain in bankruptcy while this process unfolds, potentially over many years.~~

~~It is not plausible for the Archdiocese to reorganize without assuring the community that it is presently doing all it can to protect children. The protocols reached with Ramsey County achieve those goals with continued, objective oversight. The UCC recently submitted additional protocols which the Archdiocese will review and discuss. The Plan and Disclosure Statement will be supplemented if additional protocols are agreed upon.~~

~~Those who have been harmed by clergy abuse deserve an opportunity for therapy and counseling in a safe setting. This is accomplished through the establishment of a Counseling Fund dedicating \$500,000 of Archdiocese funds to counseling for victims of sexual abuse.~~

~~Sexual abuse claimants, i.e., Tort Claimants, assert that Parishes are jointly liable with the Archdiocese for their damages. Parishes, as creditors, have asserted direct claims for damages against the Archdiocese and indirect claims for contribution and indemnity arising out of sexual abuse claims. Collectively, Parishes value their claims in the tens of millions of dollars and potentially in the hundreds of millions of dollars. This Plan calls for a channeling injunction in favor of Parishes in exchange for their contributions and dismissal or waiver of claims.~~

~~The Plan proposes significant contributions from non-Debtor Catholic entities. Parish plate and envelope contributions from the faithful are the original source for much of the funding the Archdiocese is providing in this Plan. The Plan also proposes that Parishes implicated in Tort Claims will also assign to the Trust their rights to insurance recoveries and the insurance settlements they have successfully negotiated.~~

~~Parishes, while separate legal entities, are the primary source of continuing revenue for the Archdiocese. It would be problematic for the Archdiocese to obtain a fresh start and achieve its core missions if Parishes remain subject to crippling litigation involving the sexual abuse of minors.~~

~~The following chart summarizes the classification and proposed treatment of all Claims and Classes under the Plan. Please refer to the Plan for a more complete description of the treatment of creditors.~~

CLASS	DESCRIPTION	IMPAIRMENT	VOTING
1	Priority Claims	Unimpaired	No
2	Governmental Unit Claims	Unimpaired	No
3	General Insurance Fund and Archdiocese Medical and Dental Benefit Plan Claims	Impaired	Yes
4	Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan	Unimpaired	No

	Claims		
5	Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan Claims	Unimpaired	No
6	Pending Tort Claims	Impaired	Yes
7	Future Tort Claims	Impaired	Yes
8	Inter-Parish Loan Fund and Assessment Overpayment Claims	Impaired	Yes
9	Trade Vendor Claims — 9A Claims — 9B Claims	Impaired Impaired	Yes Yes
10	Secure Claim of Premier Bank	Unimpaired	No
11	Guaranty Claims	Unimpaired	No
12	Other Tort Claims and Unsecured Claims	Impaired	Yes
13	Catholic Entity Abuse Related Contingent Claims	Impaired	Yes
14	Other Abuse Related Contingent Contribution and Indemnity Claims	Impaired	No; deemed to reject
15	Penalty Claims	Impaired	No; deemed to reject
16	Priest Support Payments	Unimpaired	No

~~Because the Archdiocese, as a non-profit entity, cannot be legally forced to liquidate, a liquidation analysis is not a necessary component of this Plan. It is nonetheless a potentially useful exercise in evaluating the Plan. As discussed in the Liquidation Analysis attached as Exhibit C, the Archdiocese estimates that recoveries under the Plan for holders of Allowed Claims in impaired classes will be greater than in a hypothetical liquidation under Chapter 7 of the Bankruptcy Code. This is because the total property available for distribution is greater under the Plan than in a liquidation under Chapter 7 and the expenses of administration would be lower than in Chapter 7. The Archdiocese also believes that more parties would assert claims in a Chapter 7 and many more issues would need to be litigated. In addition, the Archdiocese believes that distributions in a Chapter 7 case would be delayed due to the time taken by a Chapter 7 trustee to assess the Debtor's assets, review and analyze claims, and evaluate and litigate claims against third parties, if any. Holders of Allowed Claims entitled to vote should review the Liquidation Analysis in assessing whether to vote to accept or reject the Plan.~~

Contributions by the Archdiocese Carriers. The Archdiocese has negotiated settlements with 11 of its 13 insurance carrier groups. Nine of the settlements will result in cash payments by the carriers totaling \$92,450,000 to be made within a few weeks after the Plan receives final court approval. In addition to the over \$92 million in cash, the Archdiocese has negotiated a settlement with the liquidator of the Home Indemnity Company (“Home”) which provides the Archdiocese with a \$14.2 million approved claim in the Home liquidation proceeding. This claim will be assigned to the Trust. The Archdiocese has received an unsolicited offer to purchase the approved Home claim for \$7.2 million. The Trustee can choose to sell the claim immediately or wait for payments over time if he or she concludes that the payment directly from the Home liquidator will net a greater amount over the long run. Should the Trustee chose to liquidate the claim immediately, the Archdiocese believes that he or she should be able to negotiate a purchase price of \$7.2 million or more. Also, the over \$92 million cash payment does not include the value of the claims against two Archdiocese carriers who have not settled. In the opinion of the Archdiocese, the claims against these two carriers have significant value, potentially many millions of dollars, which ultimately will be contributed to the Trust once the Trustee liquidates these claims by obtaining either settlements or judgments against these carriers. The Archdiocese believes that litigation involving just two carriers, as opposed to all of the carriers, will allow the Trustee to focus his or her efforts thereby reducing cost, complexity and delay.

The Archdiocese has spent almost two years negotiating with the 11 settling carriers. In the opinion of the Archdiocese, the settlements with these carriers resulting in almost \$100 million of value represent the most favorable resolutions that could be achieved with these carriers under the circumstances. This represents the largest reported insurance settlement achieved in any diocesan or archdiocesan bankruptcy to date. The Unsecured Creditors Committee has agreed that the amount of settlements with 6 of the 11 carriers are reasonable.

The insurance settlements, however, are contingent on final court approval of the current Plan. This protects both the Archdiocese and its insurers (and other insureds under these policies) from paying any more for the Tort Claims than provided by the settlements (and the Plan). As the Archdiocese understands their reasoning, the carriers are not willing to agree to pay millions of dollars knowing that they can be asked to pay millions more for the same claims in the future. If the Archdiocese cannot be assured of protection from further Tort Claims it likewise cannot forego its coverage by settling with its insurers when according to Parishes, religious orders and possibly others, the Archdiocese remains liable to them for contribution as to Tort Claims despite plan confirmation.

Contributions by the Archdiocese. The Archdiocese will dedicate \$13.8 million in immediate cash and assets to fund the Plan. In the view of the Archdiocese, these amounts represent all of the Archdiocese’s available cash and assets that is not needed for its core missions or that otherwise cannot be contributed because such funds are subject to restrictive donative intent. This includes cash generated from the sale of real estate as described in more detail below. Above and beyond the \$13.8 million, the Archdiocese will pay an additional \$500,000 to provide counseling services to Tort Claimants.

Contribution from the GIF. The General Insurance Fund (“GIF”) will also contribute \$5 million to \$6 million to the Plan. Payment by the GIF assumes that all GIF participants, which include all Parishes and a number of other Catholic Entities entitled to payment of defense costs and settlements or judgments incurred in connection with the Tort Claims, are protected by the Plan from further Tort Claims. The GIF is a trust for the benefit of all participants. As a result, if the plan does not protect all GIF participants from Tort Claims, a significant but presently unknown share of the GIF would need to be set aside to pay defense costs, settlements and judgments, if any, for GIF participants other than the Archdiocese. The overwhelming majority of funds in the GIF have been contributed by non-debtor Catholic entities. As noted below, these non-debtor Catholic entities take the position that the contribution to be made from the GIF constitutes additional consideration for the releases and channeling injunction set forth in the Plan.

Contributions by Parishes. The parishes, through settlements negotiated with their own insurance carriers, will contribute approximately \$13.7 million in immediate cash to the Plan. These settlements and the related contributions to the Plan are contingent on confirmation of the current Plan, including the Channeling Injunction, which protects Parishes and their insurers from any potential obligation to pay more to resolve or satisfy the Tort Claims beyond the \$13.7 million. The Parishes also make other contributions under the Plan that increase the amounts that will be available to Tort Claimants under the Plan. These contributions include waiving all claims against the Archdiocese, including claims related to the GIF and contribution and indemnity claims against the Archdiocese. If the Parishes did not waive these claims, they would likely argue they are entitled to satisfy these claims by sharing in the Plan funds on an equal footing with the Tort Claimants.

Retained Tort Claims. Finally, under the Plan, Tort Claimants will retain their recovery rights against religious orders. In certain cases, Tort Claimants allege the abuse was committed by clergy members, brothers or sisters who belong to religious orders. Tort Claimants will remain free to pursue such claims against such religious orders. While the Archdiocese cannot quantify the likely recovery against these other entities, the Archdiocese believes the total of these recoveries could be significant – and in addition to amounts Tort Claimants are to receive under the Plan.

B. Alternatives to Plan

Section XIII of this Disclosure Statement includes a summary of the potential alternative to confirmation of a Chapter 11 plan, i.e. dismissal of the case. The Archdiocese believes that this Plan represents the best currently achievable result for all constituencies. If creditors do not vote in favor of this Plan, however, the Archdiocese may, for example, be compelled to propose an alternative plan without a channeling injunction for the benefit of Parishes. The Archdiocese believes that such a “go-it-alone” plan would provide relatively little cash to the Trust to distribute to Tort Claimants. The alternative plan would assign to the Trust claims against 12 of 13 of the Archdiocese carriers. The sole exception is the Home settlement which is not contingent on approval of the current Plan under consideration. Also, the alternative plan would not include any monies from Parishes and include only a small portion of the GIF, if any. It is

likely immediate cash would consist only of \$13.8 million in cash and interests from the Archdiocese and, at the election of the Trustee, the liquidation value of the Home claim. Much of these funds would be consumed by additional professional fees incurred by the Archdiocese, the Unsecured Creditors Committee and the Parish Committee to draft, consider and potentially contest approval of the alternative plan as well as professional fees incurred by the Trust to pursue claims against 12 insurance carriers. Funds available for distribution to the trust could be further diminished by any allowed claims of Parishes that would not be voluntarily released. Although insurance policies could be assigned to a trust under an alternative plan, the alternative plan would not include approximately \$92 million in settlement proceeds negotiated between the Archdiocese and these carriers. An alternative plan would also be required to address the contribution and indemnity claims asserted by the Parishes. There is no certainty the Trust will achieve a better result than provided for in the Plan under consideration. In the opinion of the Archdiocese, it could cost millions of dollars in professional fees to pursue these claims, potentially over many years.

In addition, under the alternative plan, Parishes would not contribute the approximately \$13.7 million obtained in settlements with their own insurers for two reasons. First, without an injunction against Tort Claimants' pursuit of their claims against the Parishes, the Parishes will need their insurance to defend, and if necessary settle or pay judgments, as to such Tort Claims. For the same reason, their carriers have made their settlements contingent on the ultimate plan containing injunctions protecting their Parish insureds as well as themselves.

Finally, the Archdiocese believes that the GIF is a trust that funds a portion of the coverage for not only the Archdiocese, but also the Parishes and certain other non-debtor Catholic entities. If the Parishes and other Catholic entities do not receive the benefit of a channeling injunction, they will claim that the GIF cannot be used solely to benefit the Archdiocese. As a result, an alternative plan would be required to leave substantial sums in place to defend and indemnify Parishes or other Catholic entities.

In sum, at best the alternative plan would retain a provision for payment to a counseling fund and would provide for immediate cash to fund the Plan consisting of approximately \$13.8 million in cash and interests from the Archdiocese and, assuming the Trustee decides to liquidate the Home settlement, the liquidation value of the Home claim, estimated at \$7.2 million. It may also include a small portion of the GIF but that amount cannot be quantified. From these amounts, the professional fees of all parties incurred through the date of plan confirmation would need to be paid and, thereafter, millions of dollars may be paid by the Trust for professional fees to pursue the insurance claims.

III. BACKGROUND OF THE DEBTOR AND THE CHAPTER 11 CASE

A. Brief overview of Chapter 11 bankruptcy

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Upon filing a petition for reorganization under Chapter 11, section 362 of the Bankruptcy Code generally provides that all attempts to collect claims or enforce liens that arose prior to the

commencement of the bankruptcy case or that otherwise interfere with a debtor's property or business are stayed. The primary objective of a Chapter 11 reorganization is confirmation of a plan of reorganization or liquidation. A bankruptcy "plan" sets forth the means for satisfying the claims of creditors of the debtor. The plan and a "disclosure statement" that contains information necessary to allow creditors, shareholders and members to evaluate the plan are sent to creditors, shareholders, and members whose claims or interests are impaired.

A class of claims is entitled to vote to accept or reject a plan if that class is "impaired" by the plan. A class of claims is impaired unless the plan cures any defaults that may exist with respect to the claims and leaves unaltered the legal, equitable, and contractual rights to which the claim entitles the holder of the claim.

A plan may be confirmed under section 1129(a) of the Bankruptcy Code if each class of claims or interests is not impaired by the plan or if each impaired class has voted to accept the plan. Votes will be counted only with respect to claims: (1) that are listed on the Debtor's Schedules other than as disputed, contingent, or unliquidated; or (2) for which a proof of claim was filed on or before the deadline set by the court for the filing of proofs of claim. A vote by a holder of a claim will not be counted if such claim has been disallowed or is the subject of an unresolved objection, absent an order from the Court allowing such a claim for voting purposes.

A class of claims has accepted a plan if creditors that hold at least two-thirds in amount and more than one-half in number of the allowed voting claims in the class have voted to accept the plan. If an impaired class votes to reject the plan, the plan proponent may seek to confirm the plan under section 1129(b) of the Bankruptcy Code. A plan proponent may confirm a plan over the vote of a rejecting class only if another impaired class has voted to accept the plan, and the plan does not discriminate unfairly and is fair and equitable with respect to each impaired class that has not voted to accept the plan.

Voting on the plan by each holder of a claim in an impaired class is important. After carefully reviewing the Plan and Disclosure Statement, each holder of such a claim should vote on the enclosed ballot either to accept or reject the Plan. Any ballot that does not appropriately indicate acceptance or rejection of the Plan will not be counted. A ballot that is not received by the deadline will not be counted. If a ballot is lost, damaged, or missing, a replacement ballot may be obtained by sending a written request to the Clerk of Bankruptcy Court, at the address below.

Section 1129(a) of the Bankruptcy Code establishes the conditions for confirming a plan. These conditions are too numerous to be fully explained here. Parties are encouraged to seek independent legal counsel to answer any questions concerning the Chapter 11 process. If the Plan is confirmed by the court, its terms are binding on the Debtor, all creditors, equity holders, and other parties in interest, regardless of whether they have voted to accept the Plan.

B. History and legal structure of the Archdiocese

The Archdiocese is structured and operates in accordance with Canon Law and is a juridic person under Canon Law. Canon Law obligations, however, do not give rise to claims under civil law. The secular embodiment of the Archdiocese is sometimes referred to as the Chancery Corporation. References to the “Archdiocese” or the “Debtor” are intended to refer to that secular embodiment of the Archdiocese.

The Archdiocese was originally established by ~~the Vatican in~~ decree of Pope Pius IX on July 19, 1850 as the Diocese of Saint Paul of Minnesota and the Dakotas and (Sancti Pauli de Minnesota). It was elevated to archdiocese in the dignity as a Metropolitan Archdiocese on May 4, 1888, and its name was changed to the Archdiocese of Saint Paul and Minneapolis on July 11, 1966. The Archdiocese is organized as a religious Diocesan Corporation under Minnesota Statutes Section 315.16.

The Archdiocese serves a geographical area consisting of 12 greater Twin Cities metro-area counties in Minnesota, including Ramsey, Hennepin, Anoka, Carver, Chisago, Dakota, Goodhue, Le Sueur, Rice, Scott, Washington, and Wright counties (the “Region”). Today, 428 priests and 182 deacons serve 187 parishes and approximately 825,000 individuals in the Region. The Archdiocese also currently employs approximately 140 fulltime equivalent employees, 25 of which are priests.

As set forth in its Articles of Incorporation, the Archdiocese’s general purpose is to manage the temporal affairs of the Church in the Region, and to promote spiritual, educational and other interests of the Church in the Region, including charitable, benevolent, eleemosynary, and missionary work. The Archdiocese’s mission, as set forth on its website, is: “Making the name of Jesus Christ known and loved by promoting and proclaiming the Gospel in word and deed through vibrant parish communities, quality Catholic education, and ready outreach to the poor and marginalized.”

Each Sunday, Mass is celebrated in eight different languages within the Archdiocese’s Region. Currently, nearly 400 priests, 200 deacons, as well as hundreds of religious sisters and brothers, and tens of thousands of lay personnel and volunteers serve in parishes, Catholic schools and in many other ministries.

The Archdiocese supports and serves 22 Catholic health care centers for the elderly or disabled, three Catholic hospitals and two Catholic hospices. The Region is also home to two Catholic universities, a major seminary as well as a college seminary, and numerous vibrant ministry groups.

Along with the 187 parishes, there are 90 Catholic schools in the Region, including 13 Catholic high schools (collectively, the “Schools”), with a total enrollment of over 30,000 students, 15% of which are not Catholic. Catholic schools develop the minds, hearts and souls of children in a faith-centered environment. Like no other schooling, Catholic education prepares students for the day when they will bring their gifts of faith and reason to the opportunities and

challenges of our world. Catholic schools in the Archdiocese provide an excellent education while saving Minnesota taxpayers at least \$300 million annually in public education costs. Local Catholic high schools have a 97% graduation rate and 97% of those who graduate go on to continue their education. The average ACT score, with 1,686 high school students in the Region taking the test, is 25.8—nearly 3 points above the Minnesota average. Catholic schools have also shown success at closing the “achievement gap” for economically disadvantaged students and students whose first language is not English.

The Region also includes six monastic communities that are maintained by separate religious institutions. The parishes, schools, and other separately incorporated Catholic entities within the Archdiocese’s Region are not under the fiscal or operating control of the Archdiocese.

The Archdiocese also assists and serves charities and Catholic organizations located within the Region. Through various forms of social outreach, these independent Catholic organizations help those in urgent need by providing nearly three million meals a year, over 5,000 places to sleep for the homeless, a home for children from troubled families, and 2,000 low-income housing units. Archdiocesan support programs serve and provide advocacy support for the poor, the handicapped, persons with AIDS, the divorced and separated, people in prison, refugees, and others with special needs. The Catholic Church is the largest non-governmental provider of social services in the United States.

The Archbishop of the Archdiocese is the Most Reverend Bernard A. Hebda.

The Archdiocese maintains a number of departments, including Administration and Finance (responsibilities include financial and related functions, including budgeting, accounting, investments, risk management, real estate and facilities, and employee and other benefits), Catholic Education (responsibilities include leadership development and ensuring Catholic identity in schools), Development and Stewardship (responsibilities include parish development efforts and programs to support a culture of stewardship), Marriage, Family and Life (responsibilities include marriage preparation, family programs, outreach to people with disabilities, youth and young adults, and efforts to promote the dignity of life from conception to death), Moderator of the Curia (responsibilities include administration of the ministries and services of the central corporation of the Archdiocese), Office of Parish and Clergy Services (responsibilities include clergy formation, vocations, chaplaincies, parish consultation, planning and leadership development support and Latino ministry), Office of Communications (responsibilities include the Catholic Spirit, archdiocesan websites, social media and other communications which support local ministries), and the Office of Evangelization and Catechesis.

C. Non-Debtor Parish corporations

Unlike several other dioceses, parish property located in the area served by the Archdiocese is held by 187 separate parish corporations, each of which is organized and exists under Minnesota Statutes section 315.15. Each Parish located in this jurisdiction owns the separate property used in its operation, including the church itself, a rectory which serves as the

pastor's residence and the Parish's administrative offices, and, in many cases, any related schools, cemeteries, social halls, convents and missions.

These Parishes are distinct corporations subject to the requirements and with the rights, powers, and privileges of a religious corporation. Each Parish maintains its own tax identification number and each corporation owns and manages its own property and assets, and has responsibility for their own corporate actions. The Parishes are not debtors in this Chapter 11 case and have not otherwise sought bankruptcy relief.

D. Other non-Debtor Catholic entities

The Archdiocese is one of a number of separate entities created to promote the mission of the Church in the Region. These separate non-debtor entities include Catholic Finance Corporation, Catholic Services Appeal Foundation, Catholic Charities of St. Paul and Minneapolis, and many others. Each of these entities is incorporated as a separate non-profit corporation under Chapter 317(A) of the Minnesota Statutes. In terms of secular legal structure, the above-listed entities have no corporate relationship with the Archdiocese. As with the Parishes, these non-Debtor Catholic Entities have separate tax identification numbers, own their own property and are responsible for their individual corporate actions.

E. The clergy sexual abuse crisis and the Archdiocese's response

Over the last several decades, some clergy members in the Church have violated the sacred trust placed in them by children and their families and the Church by committing acts of sexual abuse. This conduct runs contrary to the teaching and traditions of the Church. The Archdiocese has worked for more than two decades to meet the needs of sexual abuse claimants without filing for Chapter 11 reorganization. Since the 1980s, the Archdiocese has directed substantial resources towards providing financial, psychological, pastoral and spiritual support.

In 1988, the Archdiocese issued one of the first written policies in the nation designed to protect minors from clergy abuse. At that time, the Archdiocese also held workshops for priests and Church personnel on ministry-related sexual misconduct. The Archdiocese continued to develop a more extensive set of policies to promote safety in ministry, and in 1992, Archbishop John Roach established the Advocacy and Victim Assistance Office. By 1993, background checks were required for clergy and employees in the Archdiocese. In 1995, Archbishop Roach established the Clergy Review Board, a panel of primarily laypersons to advise the Archbishop on matters related to clergy misconduct. In 1998, the sexual misconduct policy was updated again in a Clergy Bulletin issued by Archbishop Harry Flynn, who was installed in 1995. In it, victims were encouraged to come forward, procedures for responding to allegations were defined, and background check procedures were enhanced for priests and deacons.

Following a major clergy sex abuse scandal in Boston in early 2002, Archbishop Flynn led the development by the United States Conference of Catholic Bishops (the "USCCB") of a comprehensive national set of policies and procedures for addressing the sexual abuse of minors

by clergy. In June 2002, the USCCB approved and adopted the Charter for the Protection of Children and Young People (the “Charter”).

In 2005, the Archdiocese implemented the VIRTUS Protecting God’s Children Program for adults. The program is described as “a three hour awareness session which better equips adults to protect children in the world around them.” It is required of all clergy, Catholic school and parish employees, as well as all volunteers who have regular or unsupervised interaction with children under the age of 18. Since 2005, nearly 80,000 members of the clergy, candidates for ordination, parish employees, teachers, parish and school volunteers and others in service of the local Church have undergone VIRTUS safe environment training. Likewise, since 2006, more than 100,000 children in Catholic schools and parish faith formation programs have participated in age-appropriate personal safety lessons.

In 2006, the Archdiocese established the Protection of Children and Youth Initiative, now known as the Office for the Protection of Children and Youth (“OPCY”). OPCY is charged with implementing Articles 6, 12 and 13 of the Charter. OPCY’s primary components are background checks, safe environment training and codes of conduct for adults, and age-appropriate, Church-approved personal safety instruction for minors in Schools, faith formation and youth ministry programs. OPCY also completes annual compliance audits under the terms of the Charter. In 2007, the Archdiocese released another Clergy Bulletin updating its sexual misconduct policy. Among other things, it dictates the permanent removal from the religious state of any clergy member who committed a single act of sexual abuse against a minor.

Despite the efforts described above, beginning in the fall of 2013, media reports began to surface suggesting that claims of sexual abuse of minors by Archdiocesan clergy members had not been properly addressed. Also, earlier in 2013, the Minnesota legislature enacted the Minnesota Child Victims Act, which reopened otherwise time-barred civil damage claims against institutions that failed to prevent child sexual abuse.

On October 5, 2013, then-Archbishop John Nienstedt established a new Office of Episcopal Vicar for Ministerial Standards to assume full responsibility for all issues related to clergy sexual misconduct, and appointed Reverend D. Reginald Whitt to that position. The Archbishop charged the new Episcopal Vicar with the duty to establish an independent Task Force to review the policies and procedures employed by the Archdiocese and its clergy in responding to reports of sexual misconduct.

The Task Force focused on the Archdiocese’s organizational structure, and on policies and procedures related to prevention and detection of clergy sexual abuse of minors to determine whether they were adequate, what factors contributed to the breakdowns that allowed alleged instances of abuse to occur, and whether other best practice policies should be adopted in the Archdiocese. The Task Force submitted its Report and Recommendations to Protect Children from Clergy Sexual Abuse to the Archdiocese in April, 2014 (the “Task Force Report”). The Task Force Report included recommendations in six areas to strengthen and improve the Archdiocese’s prevention of, and response to, allegations of sexual misconduct. The process of implementing the Task Force recommendations is presently underway.

In December 2013, the Archdiocese hired Kinsale Management Consulting (“Kinsale”), a leading national expert, to review thousands of clergy files. Kinsale was founded by Kathleen McChesney, a former top FBI official with more than 30 years of law enforcement experience. She also served as the head of the USCCB’s Office for Child and Youth Protection from its beginning in 2002 until mid-2005, during which time she developed and oversaw a national compliance mechanism to ensure that all Catholic dioceses complied with civil laws and internal policies relative to the prevention, reporting and response to the sexual abuse of minors.

Beginning in December 2013, Kinsale reviewed the personnel files of all clergy assigned to, or ministering in, the Archdiocese at any time from 1970 to the present, regardless of whether they were still in public ministry. All told, Kinsale reviewed a total of 3,333 clergy files before completing its work in April 2014. The purpose of the review was to determine whether there were additional cases of sexual abuse or other misconduct that required investigation by law enforcement, public disclosure or other action by the Archdiocese.

In connection with this effort, the Archdiocese committed to making prudent and ongoing public disclosures of the names, assignment histories, and current status of clergy members against whom “substantiated claims” of sexual abuse of a minor have been asserted. A substantiated claim is one for which sufficient evidence exists to establish reasonable grounds to believe that the alleged abuse occurred. It is neither a conclusion nor a presumption of guilt.

In December 2013, the Archdiocese further announced and implemented Archdiocesan-wide processes to ensure that any report of sexual abuse of a minor was promptly reported to law enforcement. In the event any such claim was not manifestly false or frivolous, the accused clergy member would also be placed on a leave of absence pending an investigation of the claim by police and the Archdiocese. During the leave of absence, the accused clergy would not engage in any public ministry. The threshold for placing an accused clergy member on leave was a decidedly low one. Any accusation that was not, on its face, blatantly and demonstrably false would initiate the leave of absence process. If, upon investigation, the claim against the accused clergy member was substantiated then this finding would initiate a process in order to resolve the claim. As required by Church law, no priest found to have sexually abused a minor can ever return to public ministry.

On August 25, 2014, the Archdiocese announced the appointment of former Superintendent of the Minnesota Bureau of Criminal Apprehension and Deputy Chief Administrative Law Judge Timothy O’Malley to the new position of Director of Ministerial Standards and Safe Environment for the Archdiocese. Mr. O’Malley began his new role at the Archdiocese on September 15, 2014 and is responsible for ensuring compliance with the USCCB Charter for the Protection of Children and state and federal law.

In connection with a confidential settlement agreement in a civil litigation captioned *Doe I v. Archdiocese of St. Paul and Minneapolis and Diocese of Winona*, Court File No. 62-CV-13-4075 (Ramsey County District Court), the Archdiocese and plaintiff’s counsel Jeff Anderson and Associates developed child protection protocols and procedures (“the “Child Protection Protocols”).

Among other key measures provided in the 17-part Child Protection Protocols:

- The Archdiocese implemented a whistleblower policy concerning the reporting of abuse. This policy was enacted on October 24, 2014.
- The Archdiocese committed to the continued public disclosure of substantiated claims of sexual abuse as well as those clergy deemed unsuitable for ministry under circumstances that arise, in whole or in part, out of accusations or risk of sexual abuse of a minor.
- By March 31, 2015, the Archdiocese agreed to make a good faith effort to obtain from each clergy member a written statement affirming that he has not sexually abused any minor at any time and has no knowledge of any abuse of a minor by another priest or employee of the archdiocese that has not been reported. To date, over 500 priests and deacons already have submitted signed affirmations to the Archdiocese;
- The Archdiocese agreed to continue a policy prohibiting individuals from being alone with any unrelated minor while serving as an employee or volunteer of the archdiocese or a parish, subject to common-sense exceptions, including emergency situations;
- Priests are prohibited from being alone with any unrelated minor except when hearing confession in a confessional and except for common sense exceptions, including emergency situations and incidental, non-extended interactions.
- The Archdiocese agreed to disclose to other church entities or secular employers who inquire about the existence of any accusation of sexual abuse by a past or present clergy member to the extent allowed by federal and state law.

The Archdiocese has made additional disclosures in accordance with the Child Protection Protocols. The Archdiocese has also joined with the St. Paul Police Department, and all civil authorities, in continuing to encourage anyone who suspects abuse of a minor or vulnerable adult within Church ministry—or any setting including the home or school—to first contact law enforcement. Any act of abuse against a minor or vulnerable adult is reprehensible and morally repugnant and the Archdiocese will not tolerate it.

The Archdiocese continues to provide outreach through services that address victims' emotional, psychological and spiritual well-being, such as counseling and spiritual direction. Victims are invited to talk with the Archbishop if and when they wish to do so as part of their healing process. The Archbishop is committed to meeting with victims of sexual abuse in order to hear about their experiences and concerns, and to provide solidarity and support.

On December 4, 2014, the Archdiocese announced a partnership with Twin Cities-based Canvas Health to enhance the Archdiocese's victim assistance program and to provide

independent victim assistance services for those claimed to have been harmed by clergy sexual abuse or other misconduct in Church ministry. This partnership established an independent 24/7 hotline where concerns regarding misconduct can be reported to trained representatives who are always available.

During the pendency of the chapter 11 case, on June 3, 2015, the Ramsey County Attorney's Office ("RCAO") initiated a civil action against the Archdiocese petitioning the Ramsey County district court for an order that the Archdiocese show cause why it should not be subject to the jurisdiction of the Court for contributing to a child's need for protection or services. The RCAO simultaneously initiated a criminal action against the Archdiocese based on the same alleged facts. The criminal complaint alleged three gross misdemeanor counts each of "contributing to the status as juvenile petty offender or delinquency" and "contributing to the need for protection or services."

On December 17, 2015, the Archdiocese entered into a settlement agreement with the ~~Ramsey County Attorney's Office ("RCAO")~~ RCAO that resolved civil claims brought by the RCAO relating to the protection of children. That agreement was approved by the Bankruptcy Court on January 28, 2016.

In a public statement announcing the Settlement Agreement, Archbishop Hebda noted,

[This] document is the product of our joint efforts with the Ramsey County Attorney's Office. It reflects our real commitment to learn from experts in the areas of victim assistance, law enforcement and organizational management. It is a commitment that has led the Archdiocese to bring on lay personnel with the diverse experiences and expertise that would help this Church to create and maintain safe environments and to raise awareness of any weaknesses in the systems and processes already adopted. The annual audit agreed to in [the] Settlement Agreement, as well as the enhanced oversight role attributed to the Corporate Board, should provide assurance that the progress that has already been made will be sustained.

The material terms of the Settlement Agreement include the following:

- (a) The Archdiocese has agreed to claimant and community outreach, including (i) sending letters of apology in certain circumstances, (ii) convening a Conference for Restorative Justice and Reconciliation within 18 months after this bankruptcy case is concluded, and (iii) participating in restorative justice sessions.
- (b) The Archdiocese has agreed in Paragraph G of the Settlement Agreement to maintain and enhance its Safe Environment Program with the oversight of the Board, the Archbishop, the Ministerial Review Board and the Director of Ministerial Standards and Safe Environment (the "Director").

- (c) Certain Safe Environment Policies will be set forth in a comprehensive document that will, among other things, include definitions, guidelines and requirements for acceptable use of technology and conduct and travel by employees and clergy with minors.
- (d) The Policies shall require acknowledgements of the Policies from employees, certain volunteers, clergy and seminarians, specialized training (such as VIRTUS its equivalent) and criminal background checks.
- (e) Paragraph G of the Settlement Agreement also includes provisions dealing with the reporting of known or suspected abuse by all parties with an obligation to report. The Archdiocese has agreed that it will not conduct an internal investigation following the submission of a mandated report to law enforcement and will not interfere with law enforcement. The Archdiocese has agreed to publish a periodic statement in the Catholic Spirit, to urge those individuals with an abuse claim to contact law enforcement to make a report of the abuse.
- (f) The Archdiocese has agreed to a number of restrictions and prohibitions concerning the employment of individuals known to have engaged in sexual misconduct with minors, including individuals who should have been known to have engaged in such conduct through the exercise of reasonable diligence. The Archdiocese has also agreed to prohibitions on the placement of clerics subject to a substantiated claim or pending credible allegation of sexual abuse of a minor. The Archdiocese will provide certain disclosures with respect to clerics seeking assignment or residence outside the area served by the Archdiocese.
- (g) The Settlement Agreement also includes provisions for designation of a safe environment coordinator for parishes, schools and seminaries.
- (h) The Archdiocese has agreed to certain procedures for the public disclosure of future credible allegations of clergy sexual abuse of a minor and has agreed to provide assistance to pastors and principals with regard to media inquiries.
- (i) The Archdiocese will consider the recommendations of the RCAO in connection with the appointment of members to the Ministerial Review Board. The RCAO will be notified of the membership of the Ministerial Review Board.
- (j) The Settlement Agreement includes a variety of provisions with regard to recordkeeping, including provisions concerning the contents of clergy files. The Settlement Agreement also includes various provisions regarding use of electronic devices, including a requirement that the Archdiocese secure electronic devices for evidentiary value whenever it has reasonable cause to believe that a cleric, employee or volunteer has violated the policies relating to electronic devices or engaged in usage of the device in a manner that involves sexual misconduct with a minor.

- (k) When a claim of sexual abuse of a minor is substantiated, the Archdiocese has agreed to meet with claimants and their support persons where appropriate. The Archdiocese will request the removal of photos and visible honors with respect to clergy subject to a substantiated claim of sexual abuse of a minor.
- (l) The Archdiocese has agreed to maintain an adequate budget for the Director and has agreed that the Director may retain outside legal counsel for certain purposes.
- (m) The Settlement Agreement includes a provision for replacement of the Director in the event that the office becomes vacant.
- (n) The Archdiocese has agreed to institute a timeline for compliance with the Policies and to define corrective and disciplinary measures to be used in the event of non-compliance with the Policies of an employee, cleric or volunteer.
- (o) The Archdiocese has agreed to obtain an outside audit and has agreed that the RCAO will have unrestricted access to auditing personnel. The Archdiocese is also obligated to conduct periodic internal reviews and audits.
- (p) The Archdiocese has agreed to seek as part of any plan of reorganization in this case a fund for ongoing and future counseling for sexual abuse claimants, including victims of Curtis Wehmeyer's abuse.
- (q) The parties have acknowledged that the Settlement Agreement shall not be construed as a plan of solicitation of a plan of reorganization in violation of the Bankruptcy Code. The Archdiocese also agreed, however, that it shall seek to incorporate the Settlement Agreement in its plan of reorganization. The intent of the parties is that the obligations of the Settlement Agreement will survive the bankruptcy proceeding.
- (r) The Agreement also includes a provision for delivery of notice of default to the Archdiocese in the event of a default and provides the Archdiocese with an opportunity to cure. The parties agree that the enforcement of the Settlement Agreement by Ramsey County District Court, if necessary, will represent a permissible exercise of police and regulatory powers.

The Archdiocese's policies and protocols regarding sexual abuse have evolved based on new research, the experience of other diocese and organizations involved with children, and discussions and consultation with other interested parties including counsel for plaintiffs, law enforcement agencies and others. The Archdiocese has directed substantial resources towards providing financial, psychological, pastoral and spiritual support to claimants and is committed to this continuing mission. The Ramsey County Settlement Agreement includes best practices from around the country and provides for the implemented policies and procedures to be independently monitored and validated.

On July 20, 2016, The RCAO dismissed the criminal suit “in the best interests of justice”. In connection with the dismissal, the civil settlement was amended to have the record reflect that “Curtis Wehmeyer was a priest in this Archdiocese. The Archdiocese admits that it failed to adequately respond and prevent the sexual abuse of Victim 1, Victim 2, and Victim 3. The Archdiocese failed to keep the safety and wellbeing of these three children ahead of protecting the interests of Curtis Wehmeyer and the Archdiocese. The actions and omissions of the Archdiocese failed to prevent the abuse that resulted in the need for protection and services for these three children.” In addition, the audit and oversight period was extended by an additional year, the Ramsey County Attorney designates a seat on the Ministerial Review Board (filled by Patty Wetterling), Archbishop Hebda will participate directly in three restorative justice sessions as convened and determined by RCAO, the Director of Safe Environments role was strengthened, and ongoing counseling resources for Victim 1, Victim 2, and Victim 3 and immediate family, if necessary. A six-month compliance review hearing date is set for December 20, 2016.

F. Events leading to the Chapter 11 filing

In May 2013, Minnesota enacted the Minnesota Child Victims’ Act, Minn. Stat. § 541.073 (the “CVA”), which altered, expanded, and in some circumstances eliminated the statute of limitations applicable to civil causes of action for damages based on sexual abuse. The CVA allows victims who were sexually abused when they were younger than 18 years old to bring a civil lawsuit for damages arising from the abuse, regardless of how long ago the abuse occurred. The CVA also provides a three-year window during which victims whose claims would have been time barred by the previous statute of limitations may bring civil suits against alleged abusers and the Archdiocese. This window expired May 25, 2016.

The CVA opened the door to a significant number of additional civil claims against the Archdiocese relating to clergy misconduct spanning a time period of more than half of a century.

Although the *Doe I* litigation was settled by the Archdiocese prior to the Petition Date, the Archdiocese remained subject to 21 pending civil actions and had received notices of claim for dozens of additional claims relating to alleged sexual abuse. Ultimately, more than 400 sexual abuse claims have been asserted against the Archdiocese.

Verdicts in some sexual abuse cases across the country have ranged into the millions of dollars. The Archdiocese has insurance coverage available for some, but not all, of the amounts sought by the claimants in the CVA cases pending against it. In certain instances, the insurance coverage is also subject to certain coverage disputes.

Managing civil court litigation and coverage claims is a difficult and costly process. The pending civil litigation placed significant strain on the Archdiocese. The Archdiocese anticipated that this strain would only increase during the remaining term of the extended statute of limitations authorized by the CVA. In addition, the Archdiocese was concerned that too large a settlement with a select group of pending cases would leave the Archdiocese with insufficient

assets to fairly compensate other claimants and creditors and would result in a disproportionate allocation of the limited funds available to the Archdiocese.

Moreover, although the Archdiocese was current on its vendor obligations, it faced other financial issues in addition to claims involving allegations of clergy sexual abuse, including, for example, an underfunding obligation under its pension plans and the potential claims of parishes related to contribution and indemnity as well as claims related to the insurance programs described herein.

In addition, the Archdiocese has claims against it from non-Debtor Catholic entities related to various insurance programs, as well as potential contribution and indemnity claims related to allegations of sexual abuse.

G. Purpose and goals of this Chapter 11 case

The combined circumstances of the existing and anticipated civil claims against the Archdiocese made clear to the Archdiocese that reorganization was the only way to fairly and equitably fulfill the Archdiocese's obligations to all stakeholders.

Resolution of this case requires that the interests of all affected parties be recognized and balanced. Sexual abuse claimants must be heard and possess fair avenues for resolution of their claims and healing. In some circumstances, insurance carriers must be allowed to defend claims of their choosing in a manner that preserves their legal rights potentially including the cooperation of their insureds in defense of claims.

Catholic faithful and the community at large are entitled to a reorganized Archdiocese that is fully capable of furthering its core missions in providing worship, inspiration, outreach, education, social services and charity. Parishes are the primary source of revenue for the Archdiocese and the platform for many of the good works of the Church. They are entitled to have their claims recognized and fairly resolved. Further, the ability of Parishes to financially and otherwise support the work of a reorganized Archdiocese will be substantially compromised unless sexual abuse claims against them are fairly resolved.

Sexual abuse claimants, parishes, the faithful and the community at large require assurances that the Archdiocese is doing all that it reasonably can to protect children from sexual abuse now and in the future. Claimants with valid claims also require counseling in furtherance of their healing.

The Archdiocese filed this Chapter 11 case and its Plan of Reorganization in furtherance of these interests and in an attempt to pursue the common good. The Archdiocese seeks confirmation of its Plan and resolution of these interests so it may focus on its Gospel mission and serve the hundreds of thousands of people who depend on the Church.

IV. DEBTOR'S OPERATIONS

A. Sources of revenue

As a religious non-profit organization, the Archdiocese has no significant ongoing for-profit business activities or business income. Instead, the Archdiocese's primary sources of revenue are from Parish assessments. Healthy Parishes are vital to the continued ability of the Archdiocese to carry out its mission. Prior to the commencement of this Chapter 11 case, the Archdiocese implemented a number of cost-saving measures and achieved a budget reduction of approximately 20%. This reduction was undertaken to balance the Archdiocese's budget and to further the ability of the Archdiocese to compensate abuse claimants and also maintain its core functions and missions. The Archdiocese's reduced annual expenditures are approximately \$16.9 million, exclusive of "special issues," i.e. attorney and professional fees, and depreciation.

1. Parish assessments

The primary source of Archdiocese revenue is Parish assessments. Indeed, almost 75% of the support for the Archdiocese's missions comes from Parish assessments. The annual dollar amount of assessment revenue, however, fluctuates. Parish assessments are derived primarily from plate and envelope collections at the Parishes. Assessments are calculated and billed on a two-year lag which means that Parish financial results for two-years prior to the collection year form the basis for Parish assessment revenue. Parish assessments have been a relatively reliable source of income for the Archdiocese, but have declined or plateaued in recent years, reflecting the Parishes' own challenges to raise operating funds. Nevertheless, projections for the Plan assume collections and assessments will remain stable and the Archdiocese does not contemplate any drastic changes to assessment practices.

2. Catholic Services Appeal Foundation program revenue

Approximately 9% of Archdiocese revenue is generated annually in the form of donations from the annual Catholic Services Appeal. These donations are collected, held and distributed by the Catholic Services Appeal Foundation (CSAF), an independent non-profit organization. Donations are distributed for the benefit of a prescribed group of Catholic organizations and Archdiocese ministries as outlined in the CSAF bylaws. As such, the money contributed by CSAF is donor-restricted and may only be used for specific charitable purposes outlined in the bylaws and in the designated fiscal year. The funds are not a general asset of the Archdiocese that may be put toward funding a Plan. In the last fiscal year, the Archdiocese received CSAF contributions to provide for these specific ministries including the Latino, Indian, and deaf ministries, Evangelization and Catechesis, hospital and prison chaplains, support of the Marriage Family & Life programs, and the Venezuelan mission.

Like with Parish assessments, income from the annual appeal fluctuates and may decline as the Church encounters declining or flat attendance. For purposes of this disclosure statement, however, CSAF contributions have been projected to increase slightly post-confirmation.

3. Program revenues

Various Archdiocese departments generate revenue based on services provided to individuals, Parishes, priests, and other entities. These revenue-generating services include publication of the Catholic Spirit, which receives revenue through subscriptions and advertising, rent received from the residents at the Byrne residence, services performed by various Archdiocese program offices, and accounting services provided to Parishes. These services make up approximately 14% of the Archdiocese's annual revenue.

4. Contributions

The Archdiocese is sometimes the recipient of contributions from individuals as gifts or as part of their wills or estates. These contributions may be either restricted to specific purposes or unrestricted donations to the Archdiocese depending on the language of the bequest. Contributions make up on average less than 1% of Archdiocese annual revenue. Contributions are completely at the discretion of those making donations. For purposes of the Plan, contributions are projected to increase slightly after confirmation.

5. Administrative revenue

The Archdiocese performs accounting and other services for certain separate entities including the AMBP, General Insurance Program, and pension plans. The Archdiocese bills those entities for such services. Revenue from those services is approximately \$300,000 per year. These administrative revenue funds go into the Archdiocese's general operating account and are used to pay for the cost of providing such services which are included in general Archdiocese operations and programs.

6. Investment income

The remainder of Archdiocese income comes historically from miscellaneous sources including investment income. All Archdiocese-owned investment accounts were converted to cash upon the filing of the Chapter 11 case and the Archdiocese is not currently earning income on investments it holds. The Archdiocese receives a distribution from certain investment funds that are held by Catholic Community Foundation. These funds, however, are donor restricted and the money received must only be used by the Archdiocese for the purpose set forth by the donor. This means that such money is not a general asset of the Archdiocese and may not be used to fund the Plan.

B. Ongoing operations and expenditures

As noted above, in an effort to cut costs and prioritize money for payments to Tort Claimants, the Archdiocese reduced its staff and program operations in November 2014, resulting in an annual operating expense budget reduction of approximately 20% or nearly \$5 million. Since that time, the Archdiocese has been operating at reduced levels which has adversely impacted the scope of the religious and charitable work the Archdiocese is able to

accomplish. In 2015, the Archdiocesan budget for operating expenses, including programs and charitable services but excluding bankruptcy-related expenses, was \$22.9 million. In 2014, that same budget was \$30.5 million. Thus, total operating expenses, excluding bankruptcy expenses, have been reduced by 25%.

1. Archdiocese Operational Programs

The Archdiocese advances its mission by engaging in various programs and activities including through:

- the Office of Mission of Catholic Education – promoting Catholic education and developing strong partnerships between home and school that infuse Catholic teaching and values into students’ education experience and fostering academic excellence;
- the Office of Clergy Services – supporting clergy assignments at Parishes and other institutions, as well as hospice and correctional facility chaplaincies, supporting the Saint Paul Seminary and the Byrne Residence for retired priests, providing oversight of victim advocacy and assistance, abuse prevention efforts, intervention on clergy misconduct, and providing clergy appropriate support for their spiritual, physical and mental well-being;
- the Office of Communications – communicating the spiritual messages and theological teachings of the Church as articulated through the Archbishop and his auxiliary bishops, including through the publication of *The Catholic Spirit* newspaper and electronic newsletters and management of websites, blogs and social media sites;
- support of community services through the Chancery Corporation;
- the Office of Marriage, Family and Life – providing services, counseling and advocacy for marriage enrichment and preparation, early Catholic family life and other family outreach, respect life and pro-life groups, outreach for persons with disabilities, and coordination of over 50 youth events annually including Archdiocesan Youth Day and the National Catholic Youth Conference, as well as World Youth Day;
- the Office of Ministerial Standards – providing support to the Clergy Review Board to ensure prompt and thorough review of clergy misconduct allegations, and promoting ministerial standards to ensure all priests and deacons uphold the standard expected of Catholic clergy;
- the Office of Parish Services – providing outreach programs including through the Office of Latino Ministry, and the Office of Worship; and
- central services provided by the Archdiocese staff such as accounting, records and archives, human resources, benefits administration and printing services.

The Archdiocese also has incurred special issues expenses which are predominately payments to third-party professionals for services related to the Archdiocese’s reorganization, including payments to counsel and advisors for the Archdiocese, counsel and advisors for the Committee and counsel for the Parish Committee. In addition to the programs and operations

identified above, the Archdiocese has pursued its mission through the continued maintenance of various insurance and benefit programs described in more detail below.

2. General Insurance Fund

The Archdiocese administers an Insurance Program for the benefit of participants at the Archdiocese and participating non-Debtor Catholic entities. The purpose of the Insurance Program is to allow participating entities to obtain coverage at a lower cost. The Insurance Program has operated continuously since 1980 and currently obtains and provides various insurance coverages for the participating entities including liability insurance, property insurance, and workers' compensation insurance. Monies collected from participating entities for the Insurance Program are deposited into a General Insurance Fund Account (the "GIF Account"). GIF Account amounts are held in trust for the benefit of the participating entities with the Archdiocese acting as the administrator of the fund. The fund is referred to as the General Insurance Fund or "GIF." The GIF is not subject to a formal trust agreement, but has been treated in a manner similar to a trust fund.

Contributions to be made by participating entities are generally set annually based on historical claims and claims liability estimates and assumptions with consultation of a general insurance committee. The GIF has in the past been used to resolve sexual abuse claims and is generally available to meet retentions that need to be paid as part of the various insurance programs for the Archdiocese and parishes from September 1, 1980 forward. This insurance is separate and distinct from other insurance policies that may provide coverage for abuse claims prior to 1980.

The property and liability portion of the Insurance Program extends to general liability, employment practices, building and contents, burglary, personal property, student accident, auto, public library, and boilers. With respect to general liability coverage and first-party property loss coverage, the retention is presently \$100,000 per loss up to an aggregate annual limit for all losses suffered by all participating entities of \$1.8 million. Catholic Mutual is obliged to pay losses above the per loss and aggregate limits of the retention in accordance with the specific terms of the policy. Claims up to the retention amount are paid from the GIF Account and deductible by the participating entity incurring the loss.

The GIF Account also pays certain workers' compensation claims. SFM Risk Solutions ("SFM") administers the claims subject to the Archdiocese workers' compensation program. The workers' compensation program has a retention of \$500,000. Above such amounts, workers' compensation insurance coverage is provided by Workers' Compensation Reinsurance Association ("WCRA"). Premiums for such insurance are paid from the GIF Account. Workers' compensation claims are submitted by the Archdiocese or other participating entity to SFM for investigation and settlement. SFM pays the medical or other provider or employee, as appropriate, from the appropriate GIF Account. If a case exceeds the retention amount, SFM files a claim with WCRA for reimbursement. These reimbursements from WCRA are made payable to the Insurance Program and mailed to SFM for recordkeeping, and then forwarded to

the Archdiocese to be deposited in the GIF Account. SFM charges an administrative expense of approximately \$6,200 per month to administer workers' compensation claims.

In addition to the GIF Account, in order to comply with Minnesota law, the Insurance Program's obligations with respect to the workers' compensation retention are backed by a deposit established by the Archdiocese with Bremer Bank as custodian for the benefit of the State of Minnesota Department of Commerce. The deposit was made by the Archdiocese under the terms of a Custodial Agreement entered into between the Bremer Bank, the Archdiocese and the Commissioner of Commerce for the State of Minnesota on or about August 20, 2014. The December 31, 2014, balance of the deposit was approximately \$3,854,395 and has remained roughly equal to that amount during this case. The Custodial Agreement provides that the deposit is subject to turnover to the Commissioner upon certain specified events, including insolvency or a default by the Archdiocese in the payment and performance of its workers' compensation obligations. By its terms, the Custodial Agreement states that the Archdiocese shall have no right, title or interest in the deposit. The Archdiocese has maintained the Custodial Agreement and deposit during the pendency of this bankruptcy case.

The Archdiocese and the GIF engaged in various transactions between 1998 and 2012 consisting of advances and repayments of funds for operating expenses in lieu of additional premiums to the Parishes. Advances from the GIF to the Archdiocese do not appear on the financial statements attached to the disclosure statement because such advances are evidenced by a corresponding account payable. *See* 2014 and 2015 Annual Report [Exhibit E] at Note 7.

The Archdiocese's Plan contemplates that certain monies from the GIF will be put toward the Trust to satisfy creditor claims and retentions. As explained further in section VIII.B.3 of this disclosure statement, the Archdiocese anticipates that a contribution of between \$5,000,000 and \$6,000,000 can be made over time without invading the necessary reserve for the Insurance Program. The chart below estimates the amount that may be contributed to the Plan Implementation [FundAccount](#) and Trust while maintaining an adequate reserve balance of \$1 million without increases in premiums.

GIF	
Cash Balances at 3-31-16	\$3,876,961
4th QTR FY 2016 Forecasted	757,622
FY 2017 Budget	2,104,400
Projected Cash at 6-30-17	6,738,984
Reserve Estimate	(1,000,000)
Cash Available at 6-30-17	5,738,984

Based on the above projection, the cash balance at June 30, 2017 would be approximately \$1 million which will enable the plan to continue to operate with adequate cash to pay claims.

The Archdiocese's coverage has a retention of \$100,000 per claim. For most claim types, the Parish is responsible for \$1,000 of the retention, the Insurance Program pays the other \$99,000, and the remaining amount is paid by Catholic Mutual. The GIF's liability is subject to an annual aggregate of \$1.8 million which means that the GIF can absorb up to 18 claims in any year with losses in excess of \$100,000. Losses in excess of \$1.8 million in aggregate or \$100,000 per claim are covered by insurance. A \$1 million reserve is consistent with past practices and historical losses. Importantly, even if claims were to reach \$1.8 million in the aggregate, the Archdiocese would be able to cover the claims from ongoing premiums, as well as the reserve. The Archdiocese intends to continue the Insurance Program for the foreseeable future.

3. Archdiocese Medical and Dental Benefit Plan

The Archdiocese is the sponsoring employer and a participating employer in the Archdiocese of St. Paul and Minneapolis Comprehensive Major Medical Health Care Plan and the Archdiocese of St. Paul and Minneapolis Dental Benefit Plan (collectively, the "Health and Dental Plans"). Other non-Debtor Catholic entities have also elected to separately participate in the Health and Dental Plans. The Archdiocese has established a trust fund (the "AMBP") to receive premium payments from the participating employers and participants in the Health and Dental Plans, and to pay Health and Dental Plan claims, Health Plan stop-loss insurance premiums, and other reasonable expenses associated with the administration of the Health and Dental Plans. The Health Plan stop-loss coverage protects the Archdiocese and the participating non-Debtor Catholic entities from claims above a certain threshold. The premium for the stop-loss coverage is paid from the AMBP.

The AMBP was initially drafted in 1991 as a purported "rabbi trust" in that the terms of the AMBP provide that assets of the AMBP could be made subject to the claims of the Archdiocese's general creditors in the case of the Archdiocese's bankruptcy or insolvency. However, as stated in the trust agreement, the exclusive purpose of the AMBP trust is to provide benefits to participants. To date, the Court has not been asked to determine whether funds contributed to the AMBP by individual parishes, parish employees and non-Debtor Catholic entities as premium payments for health and dental coverages are property of the bankruptcy estate. Only approximately 5-7% of the funds held in the AMBP were contributed by the Archdiocese as a participant in the AMBP.

The AMBP is administered as an independent trust by a board of trustees. The current board includes Parish representatives, a Catholic School representative, one lay representative, the Archbishop, and two or more members appointed by the Archbishop. Although he has authority under the trust agreement to remove trustees and to increase the number of trustees, the Archbishop has not exercised any of his rights with regard to the AMBP during the course of this case. The membership of the board of trustees has not changed since the Petition Date. The board of trustees has been represented in this case by independent legal counsel.

Historically, premiums for the Health and Dental Plan have been set by the board of trustees based on claims history. In January 2014, the board of trustees provided participating employers with a 20% billing credit due to a large reserve fund which had accumulated over time, which resulted in a return to participating employers of approximately \$7,800,000. Upon expiration of the credit in June 2015, the board of trustees authorized a reduction in premiums of 15%, resulting in a net increase in premiums of 5%. Premiums have remained constant since June 2015, and the AMBP notified participants in the Health and Dental Plans that there would be no premium increase throughout calendar year 2016.

AMBP assets were held in two accounts as of the Petition Date—a disbursing account with a balance of \$5,937,250 as of the Petition Date and a reserve account with a balance of \$8,540,187 as of the Petition Date. The AMBP experienced a significant increase in the balance of the reserve account in the years prior to the Petition Date as a result of lower than expected losses.

At the request of the United States Trustee, the reserve fund was transferred following the Petition Date from Catholic Community Foundation to an account maintained by the Archdiocese. The balance of the reserve account equaled \$8,464,365 as of the date of transfer of the account, which amount reflects market activities prior to the transfer of the account and administrative fees of the prior account holder.

Shortly after the Petition Date, the Debtor sought and was granted an order authorizing the AMBP trustees and the holder of the disbursing account to continue to collect premiums and to pay claims and expenses associated with the Health and Dental Plans from the disbursement account. The Court directed that the balance of the assets in the AMBP not required to be expended in connection for such purposes be held pending further order of the Court.

The loss experience under the Health and Dental Plans changed dramatically following the Petition Date. The Archdiocese believes that this change, which was not fully anticipated as of the Petition Date, is attributable, at least in part, to general economic and market conditions, including general trends relating to healthcare costs.

The increased loss experience under the Health and Dental Plans has resulted in a loss under the program of approximately \$1,323,114 for the period from June 2015 to the end of March 2016. As a result of these losses, the balance of the disbursing account was approximately \$939,731 as of the end of March 2016. ~~The balance of the reserve account remains at the level as of the date of the transfer of the account (\$8,464,365).~~

~~Based on current trends, the Archdiocese believes that the board of trustees likely will be required to seek Court authorization prior to confirmation of the Archdiocese's Plan to use a portion of the reserve account to pay losses and expenses under the Health and Dental Plans which was the intended purpose of the reserve account.~~

On September 22, 2016, the trustees of the Archdiocese medical benefits plan trust moved for Court authorization to use a portion of the reserve account to pay losses and expenses under the Health and Dental Plans which was the intended purpose of the reserve account. The UCC initially objected to the motion, but the parties ultimately settled the dispute prior to the hearing on the motion. In accordance with the order entered by the bankruptcy court, all premiums paid to the AMBP after November 1, 2016 shall be deposited into a new segregated account to which neither the Debtor nor its creditors shall have any claim. The new account shall be deemed subject to the AMBP trust agreement except for paragraph 15 and the funds in the account shall be used first to pay the ongoing claims and expenses of the AMBP. The bankruptcy court further ordered that if the funds in the new account are insufficient to pay the claims and expenses of the AMBP, the trust may use up to \$3 million of the funds in the AMBP Disbursement and Investment Accounts to pay the claims and expenses of the AMBP arising before December 31, 2016. Claims arising before December 31, 2016, may be paid from that available \$3 million available only if paid on or before April 1, 2017. To the extent that any of the \$3 million is not used, it shall remain in the AMBP Investment or Disbursement Account until their disposition is determined in a plan of reorganization or further order. In 2017, the trust may use up to \$3.6 million of the funds in the Investment and Disbursement Account to pay claims and expenses of the AMBP.

The bankruptcy court further ordered, in accordance with the settlement, that the premium for the same benefits provided under the health plan offered by the AMBP in 2016 shall be increased in 2017 by no less than 15%. This notwithstanding, the AMBP may offer other plan options with lower premium increases if the benefits are varied, for example the deductible is increased or the provider network is more limited, so long as the options do not increase the total cost of the AMBP in 2017. The administrator of the AMBP will provide a monthly report to counsel for the UCC of claims and expenses paid by the trust. Reports shall be due on the 20th of the month following the end of a month. The first report is due on or before November 20, 2017.

The Archdiocese ~~further~~ believes that all, or a substantial portion, of the balance of the reserve account will be required on a post-confirmation basis to fund future losses under the Health and Dental Plan and to fund the conversion of the plan to a VEBA trust as outlined below.

It is important to emphasize that the Health and Dental Plan currently provides insurance coverage to approximately 3,500 individuals. The individual beneficiaries of the Health and Dental Plan include clerical and maintenance personnel, teachers and other support staff, and the dependents of these employees. Few, if any, of the individuals employed by the participants in the Health and Dental Plans have received any significant increase in compensation in recent years. Compensation to most of these employees remains modest by comparison to employees of for-profit companies.

The Archdiocese has determined, after consultation with the AMBP board of trustees, representative Parishes and others, that the failure to transfer amounts from the reserve account

to the trust, particularly if coupled with a significant increase in premiums, would create a potentially unsustainable level of financial hardship and adversity among the employees whose services are vital to the maintenance of the core missions of the Archdiocese and Church.

Based on the foregoing, the Archdiocese does not contemplate funding the Plan with any portion of AMBP assets.

4. Priest Health and Dental Plan

Active and retired priests and seminarians obtain medical and dental benefits under a separate plan from the Archdiocese's lay Employees (the "Priest Health and Dental Plan"). The Priest Health and Dental Plan covers priests assigned to the Archdiocese, to Parishes, and to other non-Debtor Catholic entities. Parishes and other non-Debtor Catholic entities separately pay their applicable premiums. The benefits provided under the Priest Health and Dental Plan generally mirror the benefits provided under the Health and Dental Plans. The priest's benefits are provided from the Archdiocese, rather than the AMBP used for the medical and dental benefits for non-priest employees. In the ordinary course of its business, the Archdiocese increased medical rates for priests covered by the plan effective July 1, 2016. The Archdiocese does not contemplate any changes in the funding or contribution levels for the Priest Health and Dental Plan as a part of the Plan of Reorganization.

5. Retirement and pension plans

The Archdiocese maintains three retirement plans. Layperson employees of the Archdiocese and of participating non-Debtor Catholic entities are eligible to contribute to a tax-deferred annuity plan, which is also known as a 403(b) plan. Contributions to the 403(b) plan are made by employees at a rate selected by them and authorized by applicable law. Participating employers, including Parishes, make a discretionary contribution at the rate of up to 2.5% percent of eligible earnings. The Archdiocese deducts 403(b) plan contributions from participating lay employees' paychecks and these amounts, along with the employer contributions, are automatically deducted from the Archdiocese's bank account and forwarded to the plan administrator to be invested pursuant to the employees' directions. The Plan does not contemplate any changes in the funding levels or contributions for the 403(b) plan.

The Archdiocese also sponsors a pension plan for lay employees (the "Lay Employees' Pension Plan"). The Lay Employees' Pension Plan is funded entirely by the Archdiocese and participating non-Debtor Catholic entities. The Lay ~~Employee's~~Employees' Pension Plan has been frozen since 2011. However, the Archdiocese and other participating non-debtor employers continue to make contributions to the Lay Employees' Pension Plan for the benefit of those legacy obligations. The Archdiocese makes monthly contributions of approximately \$23,000 ~~are required by~~to the Archdiocese Lay Employees' Pension Plan. Other participating entities contribute approximately \$530,000 per month combined. A fixed level of contribution was established in 2013 and has not changed. Contributions are made to a pension plan trust, and are held for the exclusive benefit of pension plan participants. ~~Contribution levels were frozen in~~

~~2013.~~—As such, the Lay Employees’ Pension Plan trust is not estate property available for distribution to unsecured creditors. The ~~Layperson’s~~Lay Employees’ Pension Plan is currently subject to an underfunding liability. The Archdiocese believes the underfunding liability will be satisfied in 15 to 20 years by contributions at their current level. ~~Less than 5% of the underfunding liability is attributable to the Archdiocese.~~The trustees of the Lay Employees’ Pension Plan contend that the Archdiocese and other participating non-Debtor Catholic entities may be jointly and severally liable for the underfunding of the Lay Employees’ Pension Plan. The Plan does not contemplate any changes to the funding levels or contributions for the Lay Employees’ Pension Plan.

The Archdiocese also sponsors a pension plan for priests (the “Priests’ Pension Plan”). The obligations of the Priest’s Pension Plan are funded by the Archdiocese and participating parishes. The Archdiocese makes contributions to the Priests’ Pension Plan of approximately \$51,000 per month. Other participating non-debtor entities contribute approximately \$261,000 per month. Contributions are set annually by the Priests’ Pension Plan board of trustees, are made to a pension plan trust, and are held for the exclusive benefit of participants in the Priest’s Pension Plan. As such, the Priests’ Pension Plan trust is not estate property available for distribution to unsecured creditors. The Priests’ Pension Plan is currently subject to an underfunded liability. The trustees of the Priests’ Pension Plan contend that the Archdiocese and other participating non-Debtor Catholic entities may be jointly and severally liable for the underfunding of the Priests’ Pension Plan.

Historically, bishops were not included in the Priests’ Pension Plan. As such, the Archdiocese established a reserve for former Archbishop Flynn for this purpose. The Archdiocese has a liability on its books for “Accrued Bishops Retirement Expense” which adjusted each year based on the life expectancy of Archbishop Flynn. Archbishop Flynn’s annual deferred compensation/pension is \$27,360, plus insurance and out-of-pocket health care costs of \$8,514. The Priests’ Pension Plan was amended on April 17, 2010 to include bishops. The Plan does not contemplates any changes to the funding levels or contributions for the Priests’ Pension Plan.

During the course of this case, the Archdiocese has continued to make all payments and contributions required to be made in connection with the retirement plans and Accrued Bishops Retirement Expense in the ordinary course of business.

6. Other benefit programs

Eligible employees of the Archdiocese and non-Debtor Catholic entities also utilize benefit programs described as follows. Eligible employees receive long-term disability (“LTD”) and accidental death and dismemberment (“AD&D”) insurance. LTD premiums are payable entirely by participating employees. The Archdiocese pays Mutual of Omaha Insurance Company approximately \$45 per month per employee for AD&D insurance coverage premiums. Non-Debtor Catholic entity employee premiums are paid by the respective non-Debtor Catholic entities, not the Archdiocese.

The Archdiocese and participating non-Debtor Catholic entities also offer eligible employees life insurance, at a total monthly charge to the Archdiocese of approximately \$610, and the option to purchase supplemental life insurance coverage, currently provided by Unum. Employees participating in such optional insurance plans bear the premium costs associated with such coverage. This optional coverage costs the Archdiocese little to nothing to provide to eligible employees.

The Archdiocese also provides tuition assistance to eligible employees in an amount equal to 50% of tuition for any child enrolled in a Catholic school (grades kindergarten through 12) subject to an aggregate annual limit for all employees of \$75,000.

Finally, as required by Canon Law, the Archdiocese provides payments to 18 priests for a variety of reasons (the “Priest Support Payments”). Those who receive some form of Priest Support Payment include priests who are not assigned to a parish or whose parish or institution is not able to provide full financial support, those who are out of ministry while their suitability is under review, or those who are on a general leave of absence. This support may include housing, salaries, pension contributions, and other support benefits and payments, including medical, dental, and life insurance. Not all priests who receive some form of Priest Support Payment receive all of these benefits or payments. Priest Support Payments average approximately \$4,800 per month per priest.

The Plan does not contemplate any changes to the Archdiocese’s participation in these other benefit programs or obligations.

7. Interparish Loan Fund

The Interparish Loan Fund was originally funded by parishes that had excess cash and were willing to deposit that cash for use by other parishes. As of the Petition Date, five parishes had made deposits to the Interparish Loan Fund which had not been reimbursed. The Plan contemplates addressing the claims of the four participants with amounts owed from the Interparish Loan Fund through a system of offsets and credits as outlined in the Plan summary below. The Archdiocese does not contemplate any changes to the operation of the Interparish Loan Fund as part of the Plan.

C. Budget summary

During the course of this case the Archdiocese has continued to provide the employee benefits described above, continued to make all contributions to such programs, and continued to pay administrative fees related to such employee benefits, all in the ordinary course of business.

The Archdiocese believes that it has reduced expenses as much as possible while still maintaining its essential missions. For the fiscal year ending June 30, 2016, the Archdiocese’s annual program expenses, including payroll, insurance and other program premiums, operational

costs, and related liabilities for each facet of its operations (exclusive of “special issues,” i.e., attorney fees and professional fees, and depreciation) are estimated to be:

Clergy Services	\$2,020,915
Community Services	\$750
Catholic Education	\$523,883
Parish Services & Outreach	\$1,145,158
Central Services	\$2,570,276
Marriage & Family Life	\$707,508
Development & Stewardship	\$424,907
Moderator of the Curia	\$3,388,645
Communications	\$2,085,420
Finance	\$2,540,066
Evangelization	\$334,582
Priest and Parish Support	\$1,154,519
Total	\$16,896,629

The Archdiocese does not believe that it can effectively eliminate any additional expenses and fulfill its missions and obligations. The projections of the Archdiocese’s expected operating expenditures for the first five years after confirmation of the Plan, attached as **Exhibit D**, reflect the Archdiocese’s belief that it will still be able to fulfill its educational, spiritual, and charitable mission by operating on a balanced budget supported by the continued generosity of the Catholic faithful and benefactors.

The Archdiocese’s most recent audited financial statements from 2014 along with 2015 unaudited financial report are attached as **Exhibit E**. In addition, the Archdiocese’s operating results from the Petition Date through April 2016 are attached as **Exhibit F**. The Archdiocese has also filed monthly operating reports with the Bankruptcy Court throughout the Chapter 11 case. These reports chart the Archdiocese’s financial condition and performance during the course of the case. The Committee and its counsel have also had the opportunity to review the Archdiocese’s financial reporting during the Chapter 11 case and for the six years prior to the commencement of the Chapter 11 case. During the course of this Chapter 11 case, the Archdiocese has continued to operate within its identified budget and has continued to support the central mission of the Catholic Church.

V. DEBTOR’S ASSETS

Many of the Archdiocese’s assets are subject to use restrictions or leases that limit, in whole or in part, their value for use under the Plan. The Archdiocese’s property is generally comprised of: (1) real property, (2) personal property (including insurance policies), (3) beneficial interests, and (4) other unavailable assets. The Archdiocese has valued assets based on public records, independent appraisals and assumptions and analysis provided by its financial advisor. Because of its nature, much of the Debtor’s property is unavailable for distribution to

creditors or to pay Chapter 11 expenses. Such property has limited resale or liquidation value, is necessary for the effective reorganization of the Debtor, or has restrictions that make realizing any value from the sale of the property nearly impossible. Nonetheless, the Debtor has made significant efforts to monetize the assets that can realistically be sold to fund the Plan, including its unrestricted real property interests.

A. Real property

Much of the real property owned by the Archdiocese that was available to use to pay Chapter 11 expenses or make distributions to creditors has already been sold by the Archdiocese during the course of this case. The proceeds from those sales are being held in a separate [interest-bearing](#) account. Other real property interests in use for religious purposes or leased to other parties cannot be sold by the Archdiocese because they have limited value, are necessary for the Debtor's effective reorganization, or have use restrictions, long-term leases, and other encumbrances that make it nearly impossible for the Archdiocese to realize any net value in connection with the sale of these properties.

1. Property sold during this Chapter 11 case – converted to cash

The majority of the Archdiocese's saleable real property, i.e., the Hayden Center, the Chancery, Hazelwood [and the Dayton property](#) have been sold during the pendency of this Chapter 11 case. ~~The Archdiocese is also in the process of selling properties on Dayton avenue in St. Paul.~~ The details of the sales of each of these properties are discussed further in section VI.C.5 of this disclosure statement, below. For purposes of describing the Debtor's assets, however, these properties have been ~~or will be~~ converted to cash. Total ~~expected~~ net cash proceeds of approximately \$8.7 million from the sales of these real property assets are currently being held ~~(for those properties already sold) and will be held (for the Dayton property)~~ in a segregated [interest-bearing](#) account pursuant to order of the Bankruptcy Court.

2. Property in use for religious purposes

The Archdiocese owns real property located at 3045 Park Avenue in Minneapolis, Minnesota that houses the Church of Gitchitiwaa Kateri. For purposes of its bankruptcy schedules, the Archdiocese stated the value of this property in accordance with the Hennepin county tax records estimate of \$442,500. However, due to several issues with the property, the Archdiocese estimates that the actual salable or liquidation value of the property is much less. Based on a broker opinion of value prepared by Cushman & Wakefield NorthMarq on April 19, 2016, the Archdiocese estimates that the market value of this property is \$185,000. The value may in fact be lower, especially given the compressed time frame for sale in a bankruptcy scenario. The property has limited potential for use outside of a place of assembly. The property is also subject to deferred maintenance. Despite the issues with the physical structure, the property is nonetheless important to the Archdiocese's central mission. The Church of Gitchitiwaa Kateri is the only direct Native American outreach ministry within the Archdiocese's region and the property's best use is for its intended religious purpose. This religious use is

important for the Archdiocese's central mission to promote the Church within the otherwise underserved Native American community.

3. Property leased to others

The Archdiocese also owns four parcels of real property that are currently leased to others. Each of these properties is subject to a long-term ground lease. The leases on the four parcels are respectively with the Cathedral of Saint Paul, Benilde-St. Margaret High School, Grace High School d/b/a Totino-Grace High School, and DeLaSalle High School.

The schools at issue provide high quality Catholic education to the faithful and disadvantaged. And, of course, the Cathedral is the central icon of Catholicism in Minnesota. The Mission Statement of the Archdiocese underscores the critical importance of Catholic education and the Cathedral to its mission:

“Making the name of Jesus Christ known and loved by promoting and proclaiming the Gospel in word and deed through vibrant parish communities, quality Catholic education, and ready outreach to the poor and marginalized.”

The economic value of the Archdiocese's interest in these properties is very limited. Among other reasons, the long-term leases on the properties prevent the Archdiocese from selling them. While the cash consideration for each lease is nominal--\$1.00, the leases obligate lessees to construct and maintain all buildings, improvements, and fixtures at a combined cost in the tens if not hundreds of millions of dollars. If the Archdiocese were to reject the leases, Bankruptcy Code §365(h)(1)(A) would nonetheless allow the lessees to treat those leases as terminated or retain their rights under the leases for the remaining terms on each lease, subject to the right of each lessee to seek damages for any losses caused by the Archdiocese's nonperformance. Those potential damage claims would be very large, ranging into tens if not hundreds of millions of dollars. Because the lessees would either be entitled to stay in the properties following sale or would be entitled to compensation for the value of the leasehold interests, no meaningful benefit would be provided to the estate by the sale of such properties because any income received from the sale would be eclipsed by the claims of the lessees. Moreover, it is unlikely that any potential buyer would emerge for these properties due to the lessees rights and claims under their respective leases.

In addition to being subject to long-term leases, the Cathedral, Benilde-St. Margaret, and Totino Grace are subject to mortgages in favor of third parties ~~that~~. The Archdiocese joined in each of these mortgages thereby subordinating its interest in these properties to the interests of the third party lenders. As a result, the mortgages would have to be satisfied before the Archdiocese would be entitled to any proceeds derived from the sale of these properties. The leased properties are also each subject to deferred maintenance costs. The Cathedral has further been designated as a national and local historic site with use, construction and renovation restrictions that limit the site's use to what it was constructed for—spreading the Gospel of Jesus Christ.

As noted above, significant improvements to these properties, including the buildings themselves, have been paid for by the lessees rather than the Archdiocese. The DeLaSalle property is subject to several use restrictions in zoning, overlay districts, historic designations, conditional use permits, covenants and restrictive use agreements. The Benilde-St. Margaret property also is subject to a use restriction that limits its use to a Catholic high school.

These properties and leases must be maintained by the Archdiocese if it is to maintain the ability to fulfill its core missions. Because of the long-term leases on the properties, the use restrictions, the fact that the lessees will claim ownership of the majority of the improvements on the properties, including in most cases the buildings themselves, the unique nature of some of the properties, and the debt encumbering these properties, the Debtor could not freely sell any of these properties in the open market and is unlikely to realize any value or proceeds from making such an attempt in light of the enormous claims it would convey to the lessees.

4. Leasehold interests

The Archdiocese entered into a lease agreement as tenant with IAF Beacon I LLC on February 29, 2016 for the lease of office space to house the Archdiocese's staff and business operations. The Bankruptcy Court approved the lease on April 7, 2016. The Archdiocese has not yet moved into the leased premises but anticipates doing so in the fall of 2016. The lease may result in a net decrease in annual occupancy costs for the Archdiocese.

B. Personal property

The Archdiocese has miscellaneous personal property. Besides cash proceeds from real estate sales, the primary personal property available to pay Chapter 11 expenses and make distributions to creditors are the Debtor's insurance settlements, insurance policies, other unrestricted cash assets, and cash in excess of reserves in the GIF.

1. Insurance claims and settlements

As a result of extensive negotiations during the course of mediations, the Debtor and Settling Insurers agreed to settlement of claims against the Settling Insurers' policies. As described below, the settlements total ~~\$33.2 million~~ 93,175,000 in cash and ~~claims~~ an estimated minimum value of \$7,200,000 in a claim in Home's liquidation ~~and~~. This total value of over \$100 million will be contributed to the Plan. The Archdiocese also has ~~a number of insurance~~ policies with Insurers who have not entered into settlement agreements (Non-Settling Insurers). See Exhibit L to the Plan. The Archdiocese's rights to recovery related to Tort Claims under those insurance policies with Non-Settling Insurers will be assigned to the Trust under the Plan. A more detailed account of the Debtor's insurance settlements and applicable policies is provided below.

2. Cash

The Archdiocese attempts to maintain minimum operating cash on hand of approximately \$2 million. The Archdiocese's cash receipts vary. ~~Based on historic performance,~~ The Archdiocese ~~estimates that that it will have~~had operating cash on hand of \$ approximately \$3.3 million at the end of the fiscal year on June 30, 2016.~~—, and operating cash on hand of \$3,194,584 as of September 30, 2016.~~

The Archdiocese's savings were largely depleted during the pendency of the Chapter 11 case to pay operational and administrative expenses, including legal and other professional fees associated with the Chapter 11 process. At the beginning of the Chapter 11 case, the Archdiocese converted its investment savings into cash in compliance with U.S. Trustee requirements. Some of that cash has been used by the Archdiocese to pay ongoing operating expenses during the pendency of this case. The current cash on hand is necessary for the effective reorganization of the Debtor to pay administrative expenses and maintain the minimum amount necessary to provide a minimum safety margin for operations. The operating cash on hand identified in this section is exclusive of the cash proceeds from the sale of certain Archdiocese real property being held in the segregated account.

a. International Priest Fund and Board Designated Funds

The Archdiocese has reviewed documentation involving the International Priest Fund (\$1,~~504,971~~613,370.26 as of ~~March 31~~September 30, 2016) and other board-designated funds (\$1,~~584,168~~532,517.27 as of ~~March 31~~September 30, 2016) and determined that such funds should be available to general creditors as an asset of the estate. These funds had been used for specific purposes designated only by the Archdiocese's board. The Plan provides for distribution of these funds to the Trust.

b. Donor Restricted Cash and Investments

Certain funds held by the Archdiocese are donor-restricted. This means that these funds were given to the Archdiocese by a donor with specific donative intent that the funds be used only for a specific purpose outlined in the documents transferring the funds or assets to the Archdiocese. Under applicable law, these funds cannot be used for purposes other than those outlined in the applicable documents and are therefore unavailable for distribution in this case.

c. Perpetual Trusts

The Archdiocese is the beneficiary of certain perpetual trusts and bequests from individual wills. The bequests in these wills and trusts contain provisions restricting the use of the gifted assets for specific stated purposes. For that reason, although the Archdiocese is the named beneficiary of these certain trusts and wills, the assets are held by the Archdiocese for the benefit of others and may not be used by the Archdiocese for its own purposes, including for purposes of funding a bankruptcy plan of reorganization.

d. Riley Fund

The Archdiocese holds a trust fund (the “Riley Fund”) under a Will executed by William C. Riley on September 16, 1929. The balance of the Riley Fund equaled ~~\$2,581,329.24~~ 584,564.42 as of the ~~Petition Date~~ September 30, 2016.

The Plan includes a provision resolving a dispute between the Cathedral Corporation and the Archdiocese concerning ownership and entitlement to the Riley Fund. The settlement reached with the Cathedral Corporation regarding the Riley Fund will be incorporated into the Plan to be approved in accordance with Rule 9019 and as a part of confirmation. The Archdiocese believes that the resolution of this dispute is a reasonable and sound exercise of its business judgment. The facts relevant to the dispute include the following:

The operative language of the Will provides:

It is my wish that the gift to the Diocese of Saint Paul, which is made as a memorial to my father, and any and all sums which may be paid to the Diocese of Saint Paul under the conditions of my said will, as amended by this codicil, shall be held for the benefit of the Cathedral of Saint Paul and used and devoted for such purpose in connection with the said Cathedral of Saint Paul, as the Diocese of Saint Paul may deem best, but this expression of my wishes is in no respect to restrict or limit the character of the gift which is absolute to the Diocese of Saint Paul.

When the Will was executed there was no existing legal entity known as “the Cathedral of Saint Paul of the Roman Catholic Diocese of Saint Paul.” The Cathedral Corporation became a separate corporate entity in 1995.

At the November 22, 1982, meeting of the corporate board of the Archdiocese, the Debtor authorized the placement of the Riley Trust “in an endowment fund at the Chancery for the benefit of the Cathedral, the income of which would be paid periodically to the Cathedral.” The board determined that this “endowment in favor of the Cathedral will also satisfy any obligations to the Cathedral parish for the Cathedral School which was appropriated by the Archdiocese in 1977 for an Archdiocesan office building. At that time no other payments for the school were made to the Cathedral parish by the Archdiocese.”

In accordance with this intent, the Archdiocese continued to make monthly distributions from the Riley Fund to the Cathedral Corporation, which has relied on the distributions to pay costs of improvements and other expenses in connection with the Cathedral. This practice was maintained by the Archdiocese on a continuous basis from at least 1995 to the Petition Date. On average, the monthly distribution from the Riley Fund to the Cathedral Corporation equaled \$9,710.00 per month. The Riley Fund was designated as “board designated funds” on the

Archdiocese's financial statements and its schedules and statement of financial affairs in this bankruptcy case.

The Archdiocese ceased making distributions from the Riley Fund to the Cathedral Corporation following the Petition Date. The Cathedral Corporation objected to the termination of payments from the Riley Fund and demanded the return of the Riley Fund as property held by the Archdiocese in trust for the Cathedral Corporation. The Archdiocese disputed this contention on the basis of the language of the Will and the fact that the Cathedral Corporation did not exist as a legal entity until 1995.

After negotiation, the Archdiocese and the Cathedral Corporation have agreed to resolve the dispute upon payment by the Archdiocese to the Cathedral Corporation of an amount equal to one-half of the balance of the Riley Fund held by the Archdiocese as of the Effective Date ~~(\$1,289,730)~~ 292,282.21 as of September 30, 2016, which payment shall be free and clear of any interest of the Archdiocese. The payment will be made directly by the Archdiocese to the Cathedral Corporation and will not be made from the Plan Implementation Account. Payment under the settlement will be made as soon as practical following the Effective Date. The remaining balance of the Riley Fund will be paid by the Archdiocese to the Plan Implementation Account as a component of the distribution contemplated under Section 5.1 of the Plan, which payment shall be free and clear of any interest of the Cathedral Corporation.

The Cathedral Corporation's agreement to this settlement is conditioned on the waiver of any and all claims and causes of action against the Cathedral Corporation. The Archdiocese believes that the proposed settlement is in the best interests of creditors in light of the legal uncertainty concerning ownership of the property.

3. Accounts receivable
 - a. Parish assessments receivable

As of ~~March 31~~ September 30, 2016, the Archdiocese has accounts receivable from Parish assessments with a booked value of approximately \$8.435 million. The Archdiocese believes that these assets are worth substantially less than as scheduled due to receivables that are uncollectable. The Archdiocese further believes that assessments receivable would be uncollectable in a liquidation. Notably, while Parishes are obligated under Canon Law to pay assessments to the Archdiocese, Parishes may not have an obligation under Minnesota civil law to do so. Parish assessments will continue to be collected and will be better utilized in the Debtor's reorganization as they will provide the primary means for the Debtor to continue its operations going forward. If accounts receivable are not used to continue to fund Archdiocesan operations, it is unlikely that current accounts receivable will be collectable.

- b. Other accounts receivable

The Archdiocese has accounts receivable based on subscriptions and advertisements in the Catholic Spirit, accounting services, priest benefit fund for medical and dental coverage, and CSAF funds. The Archdiocese also has loans receivable from four loans to separate Parishes. Similar to the assessment receivables, the Archdiocese believes that these assets are worth less than as scheduled due to collectability issues.

4. Miscellaneous personal property

The Archdiocese has in its possession miscellaneous personal property that is of minimal value, is difficult to market for sale, or is necessary for the continued operations of the Archdiocese. This personal property consists primarily of miscellaneous religious vestments, jewelry, home furnishings, garage and print shop equipment, lawn care equipment, office equipment, and vehicles, as described in the Debtor's Schedules and Statement of Financial Affairs. The equipment and vehicles are used primarily for the Archdiocese's operations including publication of the Catholic Spirit, maintenance of Archdiocese grounds, general office use, and travel to sites within the Archdiocese's region. The equipment and vehicles are necessary for the Debtor's reorganization and continued operations. Further, such equipment and vehicles have limited resale value because such equipment and vehicles may be outdated. The appraised value of the jewelry owned by the Archdiocese is \$265,400. Of that total amount, approximately \$230,000 is attributable to a single sapphire and diamond ring donated to the Archdiocese. The Archdiocese is in the process of selling that ring and other personal property not necessary for the Archdiocese's operations and missions and with minimal historical or liturgical value. These proceeds will be contributed to the Plan Implementation Account.

C. Other interests and assets

1. Residual Ward Estate

The Archdiocese is one of several beneficiaries of the estate of Austin T. Ward. The Archdiocese's beneficial interest is the residuary of the estate after other administration, i.e., the assets left over after all other specific gifts and bequests have been made and all other claims and obligations of the estate have been satisfied. The value of the Archdiocese's interest in that estate is currently unknown, but counsel for the Ward estate estimates a value of less than \$25,000.

2. Clarey Oil Rights

The Archdiocese is the beneficiary of a will providing the Archdiocese a nominal fractional share interest in certain mineral rights in Colorado. The mineral rights are unexplored and the cost of doing so is prohibitive. The value of this asset is believed to be negligible and the Archdiocese has a booked value for this asset at \$340.

3. Ausmar Development Co., LLC

The Archdiocese was included as a beneficiary in a will and received a 25% interest in Ausmar Development Co, LLC, [\(Ausmar\)](#), which owns certain real property in Chanhassen, Minnesota. Prior to the Petition Date, Ausmar subdivided the property and marketed the lots for sale. All but two lots were sold prior to the chapter 11 case. Property taxes have risen dramatically on the two remaining lots. Based on the estimated taxable market value of the property, the value of the Archdiocese's interest is estimated to be \$365,775. The Archdiocese does not hold a controlling interest in Ausmar and the other owners are unable to buy out the Archdiocese. However, the property owned by Ausmar continues to be marketed for sale. [The Archdiocese will contribute its beneficial interest and rights to any income from the sale of the Ausmar property to the plan Trust.](#)

D. Avoidable Transfers

The Debtor has investigated and does not believe that it has any colorable avoidable transfer claims worthy of pursuit, especially in light of litigation risks and costs.

As part of this effort, the Debtor has investigated potential avoidable transfer claims relating to lease transactions involving the property leased to others described above, and has determined that no viable avoidable transfer claims exist. The leases entered into with the Cathedral and Benilde-St. Margaret High School are well outside the lookback period for avoidable transfers. The Archdiocese extended the existing leases with De La Salle High School and Totino Grace High School prior to the petition date within the avoidable transfer lookback period. However, these extensions were made in good faith and in furtherance of the Archdiocese's mission of promoting Catholic education. The Debtor strongly believes that it cannot reasonably pursue an avoidable transfer claim related to any of the leases or lease extensions because it would be unable to prove necessary elements of such a claim including insolvency at the time of the transfers, lack of reasonably equivalent value, and lack of good faith on the part of the transferees. With respect to reasonably equivalent value provided to the Archdiocese, despite paying nominal rent to the Archdiocese, each of the lessees is responsible under the leases for all costs and expenses related to the use, occupancy or operation of the premises. The combined annual operations costs for these properties paid by the lessees is in the millions of dollars. The lessees also pay for all improvements and repairs to the properties. Those costs are in the tens of millions of dollars. The payment of these costs by the lessees provides enormous value to the Archdiocese and is critical in the furtherance of the Archdiocese's core missions.

[On August 7, 2014, the Cathedral of Saint Paul parish recorded a memorandum of lease for the Cathedral property. The Cathedral of Saint Paul parish has been in continuous possession of the leased property for many years and the Archdiocese believes that this recording does not represent a transfer to the extent the Cathedral of Saint Paul parish had previously perfected its interest by possession of said property.](#)

Moreover, even if potential avoidable transfer claims existed as related to the properties leased to others, the counterparties to those leases would have enforceable rights and defenses that would negate any potential recovery to the estate based on such claims. Importantly, the Bankruptcy Code provides that even if a transfer may be avoided, a transferee that takes in good faith and for value is entitled to a lien on the property transferred or may retain any interest transfer to the extent that such transferee gave value in exchange for such transfer, including any obligation incurred. As a result, even if these leases could be avoided, the counterparties would be entitled to a lien on the land for the value of all improvements made to the land by the counterparties, and, for those properties encumbered by mortgages, the unpaid balance of indebtedness secured by mortgages for such improvements. Were any of the lease transactions to be avoided, the claims of the lease counterparties could be enormous and could eclipse other claims filed in this case.

Therefore, the Debtor believes that pursuing avoidance claims would ultimately be fruitless and would actually dissipate estate assets because the cost of litigating such claims would be an enormous expense to the estate and would not result in meaningful assets coming into the estate.

VI. THE CHAPTER 11 CASE

A. Commencement of the Chapter 11 case

The Debtor commenced its case on January 16, 2015 (the “Petition Date”). The Debtor’s case was assigned to the Honorable Robert J. Kressel, United States Bankruptcy Judge. Upon commencement of the Chapter 11 case, the automatic stay of section 362 of the Bankruptcy Code enjoined the commencement or continuation of (a) collection efforts by creditors against the Debtor or to recover a claim against the Debtor by seeking to avoid a transfer of the Debtor’s property, (b) enforcement of liens, if any, against assets of the Debtor, and (c) continued and additional claims against the Debtor.

After the Petition Date, the Debtor remained in possession of its assets and property and continued to operate its businesses as the debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Retention of professionals

1. Debtor’s professionals

By order of the court, Briggs and Morgan, P.A. was authorized to act as bankruptcy counsel to the Debtor in this case. The Debtor retained additional professionals during the course of the Chapter 11 case, each for a specific purpose:

- BGA Management LLC d/b/a Alliance Management was retained as the Debtor’s financial consultant during the course of the Chapter 11 case;

- NorthMarq Real Estate Services, LLC d/b/a Cushman & Wakefield NorthMarq was retained as the Debtor's real estate broker and real estate leasing representative in connection with the sales of Archdiocese real property and the leasing of new office space;
- the law firm of Meier Kennedy and Quinn, Chartered was retained as the Debtor's ongoing ordinary course counsel;
- the law firm of Fredrikson and Byron, P.A. was retained as special criminal defense counsel related to charges asserted against the Archdiocese by the Ramsey County Attorney during the pendency of the Chapter 11 case;
- CliftonLarsonAllen LLP was retained to perform agreed-upon procedures for the Debtor to evaluate the status of financial and corporate records and to monitor internal controls; and
- Regnier Consulting Group, Inc. was retained to complete a loss reserve analysis of the workers' compensation program maintained by the Archdiocese through its General Insurance Fund.

The retention of each of these professionals was approved by the Bankruptcy Court.

2. Official Committee of Unsecured Creditors' professionals

Pursuant to sections 1102(a) and 1102(b) of the Bankruptcy Code, the United States trustee appointed an Official Committee of Unsecured Creditors (the "Committee") to serve in the Debtor's case. The Committee consists of five individuals who hold Tort Claims against the Debtor. The Committee retained Stinson Leonard Street to represent it throughout this case. Since its appointment, the Committee has taken an active role in the Debtor's case. The Committee has also performed its investigatory function by reviewing information supplied by the Debtor and third parties, as well as conducting its preliminary investigation to determine if any other assets could be made available to pay Claims of Tort Claimants or other creditors. The Committee also retained CB Richard Ellis as its real estate advisor, which has also been active in reviewing real estate issues in this case including the real property sales and lease transactions entered into by the Debtor during the course of this Chapter 11 case. These retentions were approved by the Bankruptcy Court. The Committee ~~has~~ also moved to retain Deloitte Transactions and Business Analytics LLP. That retention ~~has not yet been approved~~ was denied by the Bankruptcy Court.

3. Parish Committee's professionals

Pursuant to sections 1102(a) and 1102(b) of the Bankruptcy Code, the United States trustee also appointed an Official Committee of Unsecured Parish Creditors (the "Parish Committee") to serve in the Debtor's case. The Parish Committee consists of five representatives of Parishes who hold claims against the Debtor. The Parish Committee retained

the law firm of Manty & Associates to represent it throughout this case. Since its appointment, the Parish Committee has taken an active role in the Debtor's case. The Parish Committee also retained the law firm of Maslon LLP to act as its special insurance counsel.

C. Significant events in the bankruptcy case

The Bankruptcy Court has entered several orders in this case, each of which is available from the clerk of the Bankruptcy Court.

1. First-day motions

To administer the Archdiocese's bankruptcy estate and to prevent a significant interruption in the Archdiocese's business operations, the Debtor filed the following motions on the Petition Date, each of which was granted by the Bankruptcy Court. These "first day" motions were aimed at allowing the Archdiocese to continue operating with minimal business interruption and to provide certain confidentiality protections to sexual abuse creditors who wished to remain anonymous.

- A motion to authorize the maintenance of the Archdiocese's protected insurance program (GIF);
- A motion to authorize the Archdiocese to file portions of Schedule F, the master mailing matrix, and other pleadings and documents under seal;
- A motion for modification of claim procedures;
- A motion to (a) authorize payment of prepetition wages, salaries, and employee deductions and expenses, (b) authorize payment of prepetition statutory unemployment compensation charges, (c) authorize continuation of participation in medical and dental health insurance programs (AMBP), (d) authorize priest support payments and international priest payments, (e) authorize payment of other benefit and retirement plan obligations, (f) authorize continuation of third party payroll, expense checks and fund transfers, and (g) finding compliance with the requirements of Rule 6003 and waiving the provisions of Rule 4001(a)(3); and
- A motion to authorize maintenance of existing bank accounts and business forms.

2. Debtor's schedules and statements and monthly operating reports

The Archdiocese filed its schedules and statement of financial affairs on January 30, 2015. The Archdiocese's schedules were based on information compiled from several sources, including the Archdiocese's books and records. Because of the undetermined nature of the Tort Claims and the claims of the Parishes against the Archdiocese, the Archdiocese scheduled every known Tort Claimant and Parish claimant as contingent, disputed, and unliquidated.

The Archdiocese has also timely filed all monthly operating reports and other reports as required by the Bankruptcy Code, Bankruptcy Rules, and in compliance with U.S. Trustee guidelines. Each of these reports is available on the docket for this Chapter 11 case.

3. Claim Filing Deadline and notice publication

The Bankruptcy Code provides a procedure for each Creditor who believes it has a Claim against the Debtor to assert such a Claim so that the Creditor can receive distributions from the Debtor's estate. One of the key parts of the process is the establishment of a Claim Filing Deadline – a date by which Creditors must have filed their Claims or else such Claims will not participate in the Bankruptcy Case or receive any distribution from the estate. In a typical Chapter 11 case in the District of Minnesota, creditors must file proofs of claim against the estate within 90 days after the first meeting of creditors. In this case, however, the last date to timely file claims was extended to August 3, 2015, nearly seven months after this Chapter 11 case was initially filed. After the claims filing due date was established, the Archdiocese undertook substantial efforts to widely publicize the due date, including publication in several newspapers, posting of the deadline notice at Parishes, and notices on the Archdiocese's and Bankruptcy Court's websites. Several months after these initial publication efforts, on July 16, 2015, the Committee moved to extend the time to timely file proofs of claim and argued that the claims filing due date should be extended through May 25, 2016 (which is the date that the statute of limitations window under the CVA closes). The Bankruptcy Court denied the Committee's motion and the claims filing due date was not extended.

The Archdiocese took care to consider the sensitive nature of the information contained in the Sexual Abuse Proof of Claim forms. Access to the confidential Sexual Abuse Proof of Claim forms has been tightly controlled. When the claim filing deadline was established, the Archdiocese also instituted protocols for who could and could not view the confidential claim information. Each person authorized to view Sexual Abuse Proof of Claim forms was required to sign a binding confidentiality agreement. Each time that a new category of persons was required to be allowed to view the claim forms, the Debtor and the Committee sought approval from the Bankruptcy Court to allow those persons to view only those claim forms that were necessary for their assessment of the claims.

As of the date of this Disclosure Statement, approximately 740 proofs of claim had been filed against the Debtor and not withdrawn. Of that number, approximately 462 proofs of claims had been filed by 438 individuals asserting unliquidated Tort Claims against the Debtor, 33 of which were filed after the claim filing deadline. Approximately 231 proofs of claim asserting unliquidated contribution and indemnity claims by non-Debtor Catholic entities had been filed against the Debtor.

No order has been entered establishing an Administrative Claims due date. The Debtor has generally been paying undisputed Administrative Claims in the ordinary course of business postpetition. However, upon establishment of an Administrative Claims due date, it is possible that additional Administrative Claims may be filed.

The majority of claims asserted are contingent and unliquidated claims that need to be estimated for allowance and voting purposes.

4. ~~No separate~~ Future claims representative

In certain other Diocesan bankruptcy cases around the country, a legal representative for the interests of future abuse claimants has been appointed. The Committee filed a motion to appoint such a legal representative on June 25, 2015 but later withdrew that motion on July 13, 2015. The Archdiocese then moved to appoint such a legal representative on September 17, 2015. At an initial hearing on October 1, 2015, the Bankruptcy Court expressed concern about whether the Bankruptcy Code provided the ability to appoint such a representative and whether such a representative was needed under the circumstances. After a continued hearing, the Bankruptcy Court entered an order on October 30, 2015, denying the motion to appoint a legal representative for interests of future claimants and stating that “the constituency represented by the creditors committee includes and extends to, among others, those individuals who, on the confirmation date under any plan of reorganization in this case, (a) had a claim for sexual abuse (as defined in the order establishing the filing deadline [Docket No. 188]) against the debtor; (b) were under a disability recognized by Minn. Stat. § 541.15 (or other applicable law suspending the running of the limitation period, if any); and (c) did not file a claim or have a claim filed on their behalf.”

5. Property sales

As identified in section V.A.1 above, the Archdiocese sold most of its real property interests during the course of this Chapter 11 case. The proceeds from the closed sales of the Hayden Center, the Chancery, Hazelwood, [and Dayton property](#) are held in a segregated interest-bearing account pending further court order. ~~The Archdiocese is also in the process of selling a final real property asset referred to as the Dayton Property.~~ The proceedings related to each of the individual sales are described below.

a. The Hayden Center

During the course of this Chapter 11 case, the Archdiocese sold certain real property located at 328 Kellogg Boulevard West in Saint Paul, Minnesota known as the “Hayden Center.” The Hayden Center was utilized by the Archdiocese as office space for its ongoing operations. The Archdiocese solicited multiple offers for the Hayden Center and received a purchase offer from the Minnesota Historical Society. No other offers were received for the property. The Bankruptcy Court entered an order approving the sale on January 7, 2016. On February 16, 2016, the Archdiocese closed on the Hayden Center sale, selling the property to the Minnesota Historical Society for a purchase price of \$4,500,000.00. As part of the sale of the Hayden Center, the Archdiocese entered into a short-term lease with the Historical Society to allow the Archdiocese to retain its office space on the property until it moves into its new office space in fall 2016. Net sale proceeds of \$4,317,295.67 were deposited into a separate [interest-bearing](#) account maintained by Premier Bank to be held pending further court order.

b. The Chancery

The Archdiocese also sold certain real property located at 226 Summit Avenue and 230 Summit Avenue known as the “Chancery.” The Chancery consists of the Chancery building on Summit Avenue used as office space for the Archdiocese’s ongoing operations and the Archbishop’s residence adjacent to the Chancery. The Archdiocese obtained a stalking horse bid from United Properties in the amount of \$2,750,000. Additional bids were also received for the Chancery property. After receiving the competing qualified bids, the Archdiocese, with the participation of the Committee, conducted as an auction for the property on April 4, 2016. Four entities participated in the auction and the Archdiocese and the Committee jointly determined which bid yielded the highest and best offer. The Bankruptcy Court entered an order approving the sale of the Chancery on April 7, 2016. On April 14, 2016, the Archdiocese closed on the sale of the Chancery, selling the property to 1777 Bunker Lake Blvd NW LLC for a purchase price of \$3,275,000. As part of the sale of the Chancery, the Archdiocese entered into a short-term lease with 1777 Bunker Lake Blvd to allow the Archdiocese to retain its office space on the property until it moves into its new office space in fall 2016. The parties also entered into a view easement agreement which limited the height of any structure built on the property in order to protect the views to and from the Cathedral of Saint Paul. Net sale proceeds of \$3,181,855.44 were deposited into a separate [interest-bearing](#) account maintained by Premier Bank to be held pending further court order.

c. Hazelwood

The Archdiocese also sold certain residential real property located at 10310 295th Street West, Greenvale Township, Minnesota known as “Hazelwood.” Hazelwood was donated to the Archdiocese and had been historically used as a retreat location. Hazelwood was placed on the residential real estate market for several months before a buyer emerged and a purchase agreement was negotiated. The Bankruptcy Court entered an order approving the Hazelwood sale on February 25, 2016. The Archdiocese closed on the sale on March 4, 2016. Net sale proceeds of \$349,804.00 were deposited into a separate [interest-bearing](#) account maintained by Premier Bank to be held pending further court order.

d. The Dayton Property

The Archdiocese also ~~is in the process of selling~~[sold](#) certain commercial real property located at 244 and 250 Dayton Avenue in Saint Paul, Minnesota known as the “Dayton Property.” The ~~Archdiocese has identified a buyer for~~[Bankruptcy Court entered an order approving](#) the Dayton property ~~and is working toward closing on the sale.~~[sale on July 14, 2016.](#) The Archdiocese ~~expects to file a~~[closed on the](#) sale ~~motion prior to confirmation of a Plan. Upon closing, the Archdiocese will deposit the~~[on August 11, 2016.](#) Net sale proceeds ~~of~~[\\$876,109.57](#) were deposited into a separate [interest-bearing](#) account maintained by Premier Bank to be held pending further court order.

6. New lease for Archdiocese offices

Because the Archdiocese sold the real property where it housed its offices, including the Chancery, the Hayden Center, and the Dayton Property, the Archdiocese was required to make arrangements to lease new space to house its operations. After an extensive search, the Archdiocese settled on a building located at 777 Forest Street, Saint Paul, Minnesota. The Archdiocese entered into a lease agreement as tenant with IAF Beacon I, LLC as landlord on February 29, 2016 with an initial term of 127 months commencing upon the Archdiocese moving into the premises following initial construction and fit out work performed on the building. The Archdiocese anticipates moving into the new premises in mid-October 2016. The Bankruptcy Court authorized the Archdiocese to enter into the lease agreement on April 7, 2016. The Archdiocese anticipates a possible net savings in occupancy costs under the new lease.

7. Ramsey County lawsuits and settlement ~~of civil suit~~

During the pendency of the chapter 11 case, on June 3, 2015, the Ramsey County Attorney's Office ("RCAO") initiated a civil action against the Archdiocese petitioning the Ramsey County district court for an order that the Archdiocese show cause why it should not be subject to the jurisdiction of the Court for contributing to a child's need for protection or services. As discussed above, this civil claim was resolved through a settlement. The Archdiocese seeks to incorporate the civil settlement agreement into its Plan. The Bankruptcy Court approved the civil settlement on January 28, 2016.

~~The RCAO simultaneously initiated a criminal action against the Archdiocese based on the same alleged facts. The criminal complaint alleges three gross misdemeanor counts each of "contributing to the status as juvenile petty offender or delinquency" and "contributing to the need for protection or services." Each of these counts carries a maximum penalty of a \$3,000 fine. As noted by the RCAO, "a criminal complaint is merely an accusation and ... a defendant is presumed innocent until and unless proven guilty." The Archdiocese has raised several defenses to the criminal complaint and the action is ongoing.~~

The RCAO simultaneously initiated a criminal action against the Archdiocese based on the same alleged facts. The criminal complaint alleged three gross misdemeanor counts each of "contributing to the status as juvenile petty offender or delinquency" and "contributing to the need for protection or services." The RCAO dismissed that suit "in the best interests of justice" on July 20, 2016. In connection with the dismissal, the civil settlement was amended to have the record reflect that "Curtis Wehmeyer was a priest in this Archdiocese. The Archdiocese admits that it failed to adequately respond and prevent the sexual abuse of Victim 1, Victim 2, and Victim 3. The Archdiocese failed to keep the safety and wellbeing of these three children ahead of protecting the interests of Curtis Wehmeyer and the Archdiocese. The actions and omissions of the Archdiocese failed to prevent the abuse that resulted in the need for protection and services for these three children." In addition, the audit and oversight period was extended by an additional year, the Ramsey County Attorney designates a seat on the Ministerial Review Board (filled by Patty Wetterling), Archbishop Hebda will participate directly in three restorative justice sessions as convened and determined by RCAO, the Director of Safe Environments role

was strengthened, and ongoing counseling resources for Victim 1, Victim 2, and Victim 3 and immediate family, if necessary. A six-month compliance review hearing date is set for December 20, 2016.

8. Rejection of Infor contract and settlement of claim

Prior to the Petition Date, the Archdiocese had entered into a contract with Lawson Software, Inc. n/k/a Infor (US), Inc. Under the contract, Infor was to provide human resources management software and hosting services. Early in the course of this case, the Archdiocese made the determination to reject the Infor contract and did so by motion. On February 19, 2015, the bankruptcy court granted the Archdiocese's motion. Following the contract rejection, the Archdiocese entered into negotiations with Infor to settle Infor's contract rejection damages claim. The bankruptcy court approved the Archdiocese's settlement with Infor by order dated December 3, 2015.

9. Assumption of Byrne Residence lease

Prior to the Petition Date, the Archdiocese was a tenant under a lease with the Saint Paul Seminary for a property known as the Byrne Residence. The Byrne Residence is used by the Archdiocese as a home for retired priests. The Byrne Residence represents a critical part of the Archdiocese's mission in that, among other things, it is obligated under Canon Law to provide reasonable support to retired priests. The Archdiocese pays no rent under the lease, but does pay operating expenses for the property. The Bankruptcy Court approved the assumption of the Byrne Residence lease on July 30, 2015.

~~10. Plan exclusivity~~

10. Competing plans filed

By orders dated April 9, 2015 and October 29, 2015, the Bankruptcy Court extended (i) through and including May 31, 2016, the period within which the Debtor has the exclusive right to file a chapter 11 plan, and (ii) through and including July 29, 2016, the period during which the Debtor has the exclusive right to solicit acceptances of a chapter 11 plan. The Debtor's plan and disclosure statement were originally filed on May 26, 2016.

After the expiration of the plan filing exclusivity period, on July 22, 2016, the UCC filed a competing proposed plan (the "UCC Plan") and accompanying disclosure statement. The Archdiocese does not believe that the plan proposed by the UCC is feasible or in the best interest of the estate and its creditors. The Archdiocese believes that the UCC Plan is not confirmable for several reasons, including that it is not feasible, it improperly classifies certain claims as unimpaired, it violates the United States Constitution, it would create new classes of creditors that are unaccounted for under the UCC Plan, the disclosure statement lacks adequate or accurate information, and it would materially impair or impede the settlements reached with insurance carriers that total almost \$100 million dollars that would otherwise go toward the Trust

established in the Debtor's Plan. As such, the Archdiocese does not believe that the UCC Plan can be confirmed.

11. UCC motion for substantive consolidation

On May 24, 2016, the UCC filed a motion on its own behalf seeking to substantively consolidate the Archdiocese with numerous non-debtor entities including (i) all Parishes, (ii) all consolidated schools, (iii) the Catholic Community Foundation, (iv) the Francophone African Chaplaincy, (v) Segrado Corizon de Jesus, (vi) the Chaplaincy of Gitchitwaa Kateri, (vii) Newman Center and Chapel, (viii) the Catholic Finance Corporation, (ix) the Catholic Cemeteries, (x) Totino Grace High School, (xi) De La Salle High School, and (xii) Benilde-St. Margaret High School. This motion has not yet been heard by the Bankruptcy Court. ~~The Archdiocese is considering its response to this motion and intends to vigorously oppose it~~The Archdiocese and other targeted non-Debtor Catholic entities opposed the motion and filed motions to dismiss. The bankruptcy court dismissed the UCC's substantive consolidation motion by order dated July 28, 2016 for lack of authority under the Bankruptcy Code to order the relief requested and failure by the UCC to state a plausible claim for relief. The UCC has appealed the dismissal to the United States District Court for the District of Minnesota. The appeal is currently pending.

D. Insurance settlement adversary proceeding and mediation

1. The Insurance Declaratory Judgment Action

On November 24, 2014, prior to the Petition Date, the Archdiocese initiated a civil lawsuit (the "Insurance Declaratory Judgment Action") in the Minnesota District Court against several insurance carriers, *i.e.*, The Continental Insurance Company, as successor to The Fidelity and Casualty Company of New York; ("CIC"), Fireman's Fund Insurance Company, as successor to Fireman's Fund Indemnity Company; ("FFIC"), National Fire Insurance Company of Hartford; ("National Fire"), TIG Insurance Company, as successor to International Insurance Company; ("TIG"), Continental Casualty Company; ("CCC"), Hartford Accident and Indemnity Company; ("Hartford"), American Home Assurance Company; ("AIG"), The Aetna Casualty and Surety Company, n/k/a Travelers Casualty and Surety Company; ("Travelers"), State Farm Fire and Casualty Company ("State Farm") Certain Underwriters at Lloyd's, London subscribing to Policies SL3721, SL3722, SL3723, ISL3115, ISL3116, ISL3117, ISL3675, ISL3613, ISL3614, and ISL3615, Bellefonte Insurance Company; ("Bellefonte"), Excess Insurance Company a/k/a Excess Insurance Company Limited, Terra Nova Insurance Company Limited, Dominion Insurance Company, Sovereign Marine & General Insurance Company Limited a/k/a Sovereign Marine & General Insurance Company Limited, Stronghold Insurance Company Limited, Yasuda Fire & Marine Insurance Company (U.K.) Limited, Sphere Drake Insurance PLC, CNA Reinsurance of London, Limited, Interstate Fire and Casualty Company; ("Interstate"), 21st Century Centennial Insurance Company f/k/a Colonial Penn Insurance Company; ("Colonial Penn"), seeking a declaration, *inter alia*, that with respect to each claim of clergy abuse that triggers one or more of the carriers' policy periods, that as to such claim of

clergy abuse, each carrier has or will have upon satisfaction of any retained limit, a duty to indemnify the Archdiocese for damages paid in the form of verdicts, judgments or settlement, and defense costs incurred in connection with the claims of clergy abuse, and that each primary carrier has a duty to defend and indemnify the Archdiocese in connection with such claims. The Archdiocese also asserted specific allegations as to several insurers and sought additional declaratory relief, as well as injunctive and other ancillary relief. The complaint was amended on January 16, 2015 to add The Catholic Mutual Relief Society of America (“Catholic Mutual”) as a defendant. [The Archdiocese also filed and pursued a claim in the Home’s liquidation proceeding.](#)

On January 16, 2015, the Insurance Declaratory Judgment Action was referred by United States District Court Judge Richard H. Kyle to the Bankruptcy Court for the District of Minnesota under 28 U.S.C. §§ 157 and 1334 for appropriate disposition as an adversary proceeding. The adversary proceeding was opened in the Bankruptcy Court for the District of Minnesota as case number 15-03013.

On January 21, 2015, the Bankruptcy Court ordered that the Insurance Declaratory Judgment Action as well as the Tort Claimants participate in confidential mediation conducted by former Magistrate Judge Arthur J. Boylan. The Bankruptcy Court further ordered that all deadlines and proceedings in the adversary were suspended indefinitely. On January 23, 2015, the Bankruptcy Court further ordered that starting April 1, 2015, the mediator may submit a bill for his services at two-month intervals and that the Archdiocese shall pay the mediator’s bill. At the conclusion of mediation, the total cost of the mediation shall be assessed against the parties in a method that they agree to or is determined by the court.

2. Confidential mediation process

The Debtor, counsel for sexual abuse claimants and some insurers for the Archdiocese and parishes have differing views regarding the viability and settlement value of certain sexual abuse claims. Counsel for claimants and the Archdiocese and various parishes also differ on the value or availability of assets that should be dedicated towards resolution of these claims.

Taking into account the numerous substantive issues addressed in various mediations and negotiations, the Archdiocese’s Plan proposes the following:

- Dedication of Archdiocese real property sale proceeds ~~and expected proceeds~~ totaling at least \$8.7 million to the Plan Implementation ~~Fund~~[Account](#);
- Dedication of [approximately](#) \$3.1 million from the International Priest Fund and other Archdiocese board-designated funds to the Plan Implementation ~~Fund~~[Account](#);

- ~~• Parish, Archdiocese and other GIF participants' contribution of from \$5 million to \$6 million of funds from the General Insurance Fund towards resolution of sexual abuse claims;~~
- Settlement of the Riley Fund dispute and contribution of approximately \$1.2 million to the Plan Implementation ~~Fund~~Account;
- Parish, Archdiocese and other GIF participants' contribution of \$5 million to \$6 million of funds from the General Insurance Fund towards resolution of sexual abuse claims;
- Settlement with Home ~~Insurance Company~~ in the amount of \$14.2 million recognized as an allowed claim in Home's ~~liquidations~~liquidation. The final distribution on this claim is unknown, though the Archdiocese estimates a minimum value of at least \$7.2 million should the claim be sold by the Trustee. Funds distributed over time will be made available to resolve Tort Claims;
- Settlement with State Farm ~~Insurance Company~~ in the amount of \$5 million;
- Settlement with Catholic Mutual in the amount of \$14 million;
- Settlement with Lamorak Insurance Company, for Employers Liability Assurance Corporation ("ELAC") (under a policy for which evidence was uncovered after the filing of the Insurance Declaratory Judgment Action) in the amount of \$750,000;
- Settlement with CNA (for the Fidelity and Casualty Company of New York, National Fire Insurance Company of Hartford, American Casualty Company of Reading, Pa., and Continental Casualty Company) ("CNA") in the amount of \$7.975 million;
- Settlement with FFIC in the amount of \$7.75 million;
- Settlement with TIG in the amount of \$7 million;
- Settlement with Hartford in the amount of \$7.775 million;
- Settlement with AIG in the amount of \$15.7 million;
- Settlement with Travelers (for Aetna Casualty and Surety Company, Northfield Insurance Company, and St. Paul Surplus) in the amount of \$26 million;
- Settlement with 21st Century Centennial Insurance Company (for Colonial Penn Insurance Company) ("Colonial Penn") in the amount of \$500,000;

- Contribution of \$13,732,500 from Settling Parish Insurers to the Plan Implementation ~~Fund~~Account;
- The transfer of rights of recovery under non-settling Archdiocese ~~and parish~~ insurance policies to the Trust;
- Establishment of a Counseling Fund with contribution of \$500,000 from the Archdiocese;
- The Archdiocese will sell jewelry and other personal property that is not essential to its operations and lacks liturgical or historical significance and will dedicate the proceeds from such sales to the Plan Implementation ~~Fund~~Account, in addition to the assignment of any beneficial interest of the Archdiocese in Ausmar; and
- Discharge or waiver of all Parish claims against the Archdiocese.

This resolution calls for the establishment of the Trust that will initially collect ~~over \$65~~approximately \$133 million in cash and allowed claims in ~~the~~ Home ~~Insurance Company's liquidations-liquidation~~. Counsel for claimants and the UCC ~~reviewed and agreed not to object to~~approved the amount of the settlements with Home, State Farm ~~and~~, Catholic Mutual, ~~and~~ ELAC, FFIC, and TIG.

The rights to proceeds under insurance policies written by Non-Settling Insurers for the Archdiocese will also be tendered to the Trust in a manner that preserves all rights the insurance carriers and abuse claimants presently possess.

Counsel for claimants, the Debtor, Parishes and the Non-Settling Insurers have not yet agreed on universal settlement terms, and it is unclear when such a settlement will occur or what conditions will prompt resolution. While carriers assert various claims and coverage defenses, the coverage available under these policies, at a minimum, could be measured in the tens of millions of dollars. Other relevant parties assert this coverage could be measured in the ~~hundreds~~tens of millions of dollars.

Without confirmation of a plan in the near future, the Archdiocese's cash available to resolve Tort Claims will be further eroded by administrative costs. Lifting the stay imposed on the Archdiocese's coverage litigation will significantly increase costs without providing for near term resolution of any coverage issue that is anticipated to move settlement discussions forward. Discovery, motion practice, and trial of these complex issues will take years and cost millions. Unfortunately, judicial resolution of any particular coverage issue is not anticipated to substantially bridge gaps in settlement positions.

The parties primarily differ in their valuation of sexual abuse claims for settlement purposes. However, trying individual sexual abuse claims will burden sexual abuse claimants and also further deplete Archdiocese and Parish resources with no near term prospect of quickly

moving parties off of their settlement positions. Recent history has shown that large jury verdicts are possible and that some claims are subject to dismissal—there should be no need for re-education on these topics.

The only expedient, fair and efficient way to move the process and discussions towards a fully consensual plan is for the Court to move forward with consideration of the Archdiocese's Plan. In the meantime, the Archdiocese will continue to prioritize and participate in settlement discussions.

If no further progress with carrier settlements is achieved, it will be much more efficient for a post-confirmation trustee to resolve insurance claims than it would for the Archdiocese to do so with the cloud of continuing expenses incurred by all parties and bankruptcy hanging over its head.

Post confirmation, the Archdiocese will continue to cooperate with claimants and insurers to ensure a fair and joint resolution of Tort Claims. This costly process has already gone on for too long. Further delays and proceedings will only harm victims, the Archdiocese, parishes, the faithful and the community. This Plan provides total consideration for claimants far in excess of most diocesan reorganizations while retaining the rights of claimants to seek greater awards without prejudicing the rights of carriers.

3. Claims determinations

By virtue of its Plan, the Archdiocese proposes to have a trustee accept, reject and value claims as proposed in the Trust Distribution Plan. The Tort Claims submitted to date vary widely in terms of cognizability and value. Counsel for claimants, the Debtor, Parishes and insurance carriers have exchanged detailed information regarding the merits and value of each Claim. This has resulted in several settlements and will serve as the foundation of further negotiations and agreements.

The Archdiocese does not recognize substantial value in spending valuable resources objecting to and contesting individual Tort Claims. If one claim is dismissed, claimants may merely ascribe a higher settlement value to a more meritorious claim thereby maintaining their global settlement position. Further, such proceedings may cause undue pain and suffering to those with valid claims.

In the end, time is on no one's side. If this case continues indefinitely without a confirmed plan, valuable resources that could be directed towards claimants will be spent on legal fees, and claimants will be deprived of the benefit of settlements and trust distributions. Neither carriers nor counsel for Tort Claimants can reasonably envision proceeding with over 400 costly, complex trials and coverage actions over many years. The Archdiocese must be allowed to reorganize and obtain a fresh start, and Tort Claimants must move on with their lives with treatment, respect, restitution and hope.

4. Insurance coverage issues

Coverage for Tort Claims. Because the most important asset available to the Archdiocese to satisfy Tort Claims is its insurance, an expansive explanation is provided to allow an understanding both as to the extent of the coverage and its limitations. The Archdiocesan policies implicated by these claims span the period from ~~1945~~1943 through 2016. The policies fall into two categories. The first consists of policies covering liability for bodily injury that takes place during the policy period and caused by an “accident².” Even if the claim is made years after the policy terminates, this type of policy covers the insured’s liability so long as the claimant’s bodily injury took place during the policy period. Policies of this type are commonly referred to as “occurrence-based” policies. The policies from ~~1945~~1943 to 1986 and 1987 to 1990 are all in this category.

The second category is comprised of policies that provide coverage if a claim is made during the policy period. This type of policy is referred to as “claims made” coverage. The Archdiocese has “claims-made” coverage for the period 1986-1987 and 1990 onward. “Claims made” policies differ from “occurrence-based” policies in that, unlike “occurrence-based” policies, “claims made” policies cover claims made during the policy period even if the injury took place years before the policy incepted. Because the claim must be made during the policy period to trigger coverage, the only “claims made” policies covering revived claims against the Archdiocese are those in effect since the Child Victim Act was enacted. In other words, only the “claim made” policies in effect since May, 2013 can be expected to respond to revived claims. However, the “claims made” policies in effect from May 2013 to date provide no coverage if the alleged abuse first began prior to September 1, 1990. Few claims fall in this coverage gap.

Another important feature of all of the policies that must not be forgotten is that the carriers will not pay amounts in excess of their policy limits. Finally, as explained below, the policies contain exclusions that are said to bar coverage.

Policies During the Period ~~1945~~1943 to 1986. As explained above, the policies during the period 1945 to 1986 were all “occurrence-based” policies. For the early years, ~~1945~~1943 to 1952, the Archdiocese lacks copies of the policies themselves, but the Archdiocese has a ledger showing the name of the carrier, the policy period, the type of coverage and the policy limits. For the period 1952 onward, the Archdiocese has copies of policies, with one notable exception described below.

During this period, a number of the policies were issued for 3 years at a time. None of the policies during this period had aggregate limits. For the period ~~1945~~1943 to ~~1949~~1946 the primary limits were \$25,000 “per person” and \$50,000 “per accident”. From ~~1949~~1946 to 1964 the limits were \$100,000 “per person” and \$300,000 “per accident”. From 1964 to 1967, the primary policy limits were \$250,000 “per person” and \$500,000 “per accident”. Beginning in 1966 the Archdiocese carried not only primary insurance policies but also umbrella or excess policies. Generally, these upper layer policies provide coverage for bodily injury once the insured’s liability (and in one case defense costs) exceeds the primary limits. Defense costs are

paid by umbrella and excess carriers if the underlying policy's limits are exhausted, which occurs usually by payment of those limits for settlements or judgments.

The Archdiocese's umbrella or excess coverage for the period 1966 to 1986 varied from \$3 million "per occurrence" to as much as \$20 million in total for a given year.

The Archdiocese's position is that each claimant's injuries constitute an "occurrence". This means that the "per occurrence" limits are the same as the "per person" limits. A number of the carriers, though not all, disagree and contend either that each perpetrator's abuse constitutes a single occurrence, regardless of the number of individuals he is alleged to have abused, or that there is a single occurrence consisting of the Archdiocese' generalized failure to protect claimants. According to the carriers who assert that each perpetrator's conduct constitutes a separate occurrence, if the policy limits are \$100,000 "per occurrence" and two individuals were abused by the same person during one policy year and were adjudged entitled to \$100,000 each, then the most the carrier would owe is \$100,000 in total. Under the Archdiocese's view, the carrier would owe \$200,000. According to the carriers who assert there is a single occurrence regardless of the number of perpetrators or victims, under the foregoing example, even if there were 10 claimants adjudged to be entitled to \$100,000 each, the carrier would still owe only \$100,000. The Archdiocese's position is that under this scenario, the carrier would owe \$1 million.

Certain carriers also contend that the "per person" and "per occurrence" limits for their three-year policies are the most that is available for all three years. In other words, if a person is abused in three different policy years and the limits are \$100,000 "per person", the carrier would owe only \$100,000 in total for the entire three-year policy. The Archdiocese's view is that the carrier must pay the "per person" limits for each year, i.e., it must pay \$300,000.

Another issue raised by "occurrence-based" carriers is that many of the claims do not involve an "occurrence" and so there is no coverage at all. They base this on their contention that there is no "occurrence" (or in earlier policies an "accident") if the Archdiocese expected or intended the injury. The Archdiocese believes that Minnesota law requires that it have had "specific intent" to injure before coverage is barred. Some carriers have denied coverage on this basis for some claims. But, in most cases, carriers have only reserved their rights to deny coverage and agreed to defend.

Finally, another important facet of the Archdiocese insurance program is that beginning September 1, 1980 the Archdiocese as well as numerous other Catholic Entities, *i.e.*, those participating in the General Insurance Fund ("GIF") explained below, were covered under the so-called Bishop's Plan. For the period September 1, 1980 to September 1, 1986 the Bishop's Plan consisted of a first layer of coverage issued by certain London market insurers ("LMI") whose policies contain a retention of \$100,000 "per occurrence" per year including defense costs. The retention means that LMI was not responsible to pay either defense or settlements or judgments until the total of such amounts paid for an individual claim exceeded \$100,000 per policy year. (Rather, the GIF is obligated to pay such retained amount.) Multiple insurers subscribed to each LMI policy and were only liable for their own shares. Insurers representing between 10 and 20%

of each year are insolvent. Except for potentially one insolvent carrier, the time to submit claims to these insolvent carriers' liquidators has passed.

Also, the primary carrier for the period 1961 to 1967, ~~the Home Indemnity Company~~ ("~~Home~~"), Home, is insolvent and is the subject of a liquidation proceeding pending in New Hampshire state court. Home initially took the position that the time for the Archdiocese to file claims in the liquidation proceeding expired long ago (before the enactment of the Child Victim Act). The Archdiocese has been able to negotiate a settlement with Home under which Home will accept the Archdiocese' claims as timely filed subject to various terms and conditions described below.

Although the New Hampshire liquidator has been willing to work with the Archdiocese and treat the claims as timely filed, the Minnesota Insurance Guaranty Association ("MIGA") has not. MIGA is a quasi-Minnesota state agency set up to ensure that Minnesota insureds whose insurers become insolvent can still recover up to \$300,000 per claimant. In addition to contending that the claims are untimely (despite New Hampshire's position), MIGA has contended that the Archdiocese had "net worth" in excess of the statutory maximum in the year before Home became insolvent, prohibiting MIGA from paying. Of course, the Archdiocese is a non-profit whose assets are used for charitable purposes and include donated funds dedicated to specific purposes. It is significantly different from a for-profit entity where the difference between assets and liabilities represents amounts owners or shareholders can use for their own personal benefit.

Finally, for the period 1974 to 1978 or 1979, the Archdiocese had two primary carriers, Aetna Casualty and Surety Company and State Farm Insurance Company. Both carriers' policies had limits of \$500,000 "per occurrence". The Archdiocese has been unable to locate copies of the State Farm policies. The only evidence of the policy is a reference to it in the umbrella policies for the same years. State Farm has denied any responsibility based on various contentions. Nonetheless, the Archdiocese has achieved a settlement with State Farm.

Policies after September 1, 1986. The September 1, 1986-September 1, 1987 policies were "claims made" and cover only claims made during the policy period. In addition, the policies arguably include an exclusion for insureds' liability for sex abuse by employees. The Archdiocese contends that Archdiocesan priests are not its employees for purposes of this exclusion. The carriers who issued these policies disagree.

The only coverage available for Tort Claims where the abuse is alleged to have taken place during the period 1987 to 1990 were occurrence based but are exhausted.

Beginning on September 1, 1990 the Archdiocese was insured for certain liability for sexual misconduct under "claims-made" policies issued by Catholic Mutual Relief Society. Catholic Mutual's post-September 1, 1990 policies, however, do not cover sexual abuse which began before September 1, 1990.

Catholic Mutual has raised various coverage defenses and limitations including lack of notice, certain exclusions and various sub-limits that apply depending on when the abuse is alleged to have occurred. Despite these coverage defenses, the Archdiocese has negotiated a settlement with Catholic Mutual.

Exhibit L to the Plan is a chart depicting the identity of the Archdiocese carriers, the policy period during which they provided coverage for the Archdiocese, their policy limits, whether they are a primary, first layer, or upper layer carrier, and whether they have reached a settlement with the Archdiocese. Exhibit L also identifies carriers that issued or may have issued coverage to parishes and have settled with such parishes.

5. Insurance settlements

So far the Archdiocese has ~~reached settlements~~ signed formal settlement agreements with two insurance companies, Home, and State Farm, and has reached ~~a settlement~~ settlements in principle with Catholic Mutual, ELAC, CNA (for CIC, National Fire, and CCC) ("CNA"), FFIC, TIG, Hartford, AIG, Travelers, and Colonial Penn, which ~~remains~~ remain to be reduced to ~~a~~ formal written ~~agreement~~ agreements.

The Home settlement provides the Archdiocese with an ~~approved~~ allowed claim in the Home New Hampshire state court liquidation proceeding in the amount of \$14.2 million in exchange for a policy buy-back and a release of coverage for all claims under the Home policies. In addition to ~~obtaining~~ requiring bankruptcy court approval of the settlement and the Plan, the settlement is not effective until approved by the court in Home's ~~New Hampshire state liquidation proceeding. The Archdiocese will be entitled to receive distributions in the course of the Home liquidation proceeding. Home has been making distributions annually or semi-annually. Distributions from Home will be payable to the Trust.~~ state liquidation proceeding. Once the Plan and the Home settlement agreement are finally approved by the bankruptcy court, the allowed claim in the Home liquidation proceeding will be paid through distributions as ordered by the presiding state court. Such payments will be made to the Trust. The total amount that will ultimately be paid on the allowed claim is currently unknown. However, based on solicitations received by entities that purchase allowed claims in liquidation proceedings, the Archdiocese anticipates that the amount the Trust will ultimately receive will be a substantial portion of the face value of the allowed claim. After all contingencies are met and if the Trust so decides, the approved claim against the Home's liquidation estate may be sold to entities who buy such claims. The Archdiocese has received an unsolicited offer totaling 51% of the Home claim. Such an offer would be subject to various terms and conditions.

State Farm has agreed to a \$5 million settlement. Under the settlement State Farm will buy back its policies and receive a full and complete release of any obligation to pay any and all claims under its policies during the period 1975 to 1977 or 1978. The settlement is contingent on Court approval of the settlement and the Plan.

The Catholic Mutual settlement in principle provides for the payment by Catholic Mutual of \$14 million to the estate, in exchange for releases and injunctive relief (including the Channeling Injunction and Settling Insurer Supplemental Injunction) of Tort Claims against the Archdiocese and certain Catholic Entities, certain non-Tort Claims against the Archdiocese as well as claims against two parishes covered under policies Catholic Mutual issued to those parishes (Guardian Angels and Assumption)(the “CM Parish Policies”). Catholic Mutual will be buying-back the CM Parish Policies under the settlement (that includes the Archdiocese, Guardian Angels and Assumption), but it will not be buying back the Archdiocese policies, with coverage under those policies continuing as applicable. The Catholic Mutual settlement is contingent on bankruptcy court approval of the settlement and Plan by Final Order.

The ELAC settlement in principle provides for payment of \$750,000 in exchange for a buy back its policies issued to the Archdiocese as the named insured and a full and complete release of any obligation to pay any and all claims under its policies during the period 1943 to 1949. The settlement is contingent on Court approval of the settlement and the Plan. The settlement with ELAC does not include the sale of any of the Archdiocese’s interest in any policies issued to another named insured, such as an order, in which the Archdiocese is an additional or other insured.

The CNA settlement in principle provides for payment of \$7.975 million in exchange for a buy back its policies issued to the Archdiocese and a full and complete release of any obligation to pay any and all claims under its policies during the periods 1949 to 1955, 1966-1969, and 1974 (June 1-August 1). The settlement is contingent on Court approval of the settlement and the Plan.

The FFIC settlement in principle provides for payment of \$7.75 million in exchange for a buy back its policies issued to the Archdiocese and a full and complete release of any obligation to pay any and all claims under its policies during the periods 1955 to 1961. The settlement is contingent on Court approval of the settlement and the Plan.

The TIG settlement in principle provides for payment of \$7 million in exchange for a buy back its policies issued to the Archdiocese and a full and complete release of any obligation to pay any and all claims under its policies during the periods 1967 to 1970. The settlement is contingent on Court approval of the settlement and the Plan.

The Hartford settlement in principle provides for payment of \$7.775 million in exchange for a buy back its policies issued to the Archdiocese and a full and complete release of any obligation to pay any and all claims under its policies during the periods 1970 to 1973. The settlement is contingent on Court approval of the settlement and the Plan.

The AIG settlement in principle provides for payment of \$15.7 million in exchange for a buy back its policies issued to the Archdiocese and a full and complete release of any obligation to pay any and all claims under its policies during the periods 1969 to 1975. The settlement is contingent on Court approval of the settlement and the Plan.

The Travelers settlement in principle provides for payment of \$26 million in exchange for a buy back its policies issued to the Archdiocese and a full and complete release of any obligation to pay any and all claims under its policies during the periods 1973 to 1980. The settlement is contingent on Court approval of the settlement and the Plan.

The Colonial Penn settlement in principle provides for payment of \$500,000 in exchange for a buy back its policies issued to the Archdiocese and a full and complete release of any obligation to pay any and all claims under its policies during the periods 1985 to 1987. The settlement is contingent on Court approval of the settlement and the Plan.

E. Lawsuits against Parishes

Prior to expiration of the CVA on May 25, 2016, numerous claimants against the Archdiocese and some other claimants filed state court civil lawsuits against Parishes where alleged abuse occurred. Many of these actions have been stayed by agreement of the parties pending outcome of this bankruptcy case. The Plan proposes that, as part of the global resolution of abuse claims, such claims shall be channeled, along with the claims against the Archdiocese, to the Trust to which the Plan proposes both the Archdiocese and Parishes contribute rights to insurance policy recoveries.

F. Professional expenditures in the Chapter 11 case

As of ~~April 30~~October 31, 2016, the Bankruptcy Court had approved total professional fees and expenses of approximately ~~\$5,432,433.96~~8,190,109.55 incurred from the Petition Date through ~~October 31, 2015~~February 29, 2016. After accounting for amounts paid from retainers to professionals, which those professionals have drawn upon, the total amount of professional fees and expenses paid by the Debtor postpetition is ~~\$4,527,596.41~~7,285,272.00 as of ~~April 30~~October 31, 2016. The Archdiocese estimates that the additional unpaid outstanding amounts owed to professionals for the time period ~~November 1, 2015~~March 1, 2016 through ~~April 30~~October 31, 2016 total approximately \$4,~~104,202.03~~212,186.61

1. Professional expenditures so far

The table below lists the paid and estimated outstanding professional fees and expenses through ~~April 30~~October 31, 2016 incurred during this Chapter 11 case. Certain professionals received retainers prior to the Petition Date, which have been utilized to pay down professional fees incurred to date.

Professional	Total Fees & Expenses Paid as of April <u>October</u> 2016	Estimated Fees & Expenses Outstanding

Debtor's Professionals		
Briggs and Morgan	\$2,699,709.80 <u>\$3,955,173.25</u>	\$1,785,388.02 <u>\$1,766,736.96</u>
Alliance Management	\$106,840.88 <u>\$144,876.38</u>	\$41,245.50 <u>\$3,822.00</u>
Meier Kennedy & Quinn	\$137,462.85 <u>\$165,255.81</u>	\$51,696.81 <u>\$171,861.85</u>
Fredrikson & Byron	\$191,835.50 <u>\$436,710.22</u>	\$434,874.72 <u>\$323,249.27</u>
Cushman Wakefield NorthMarq	\$211,445.00 <u>\$274,221.64*</u>	*\$0 <u>\$0</u>
Regnier	\$3,500.00	\$0
CliftonLarsonAllen	\$14,048.75 <u>\$16,148.75</u>	\$0
<i>Subtotal</i>	\$3,364,842.78 <u>\$4,995,886.05</u>	\$2,313,205.05 <u>\$2,165,670.08</u>
Committee's Professionals		
Stinson Leonard Street	\$775,842.91 <u>\$1,136,367.47</u>	\$665,925.93 <u>\$1,414,389.18</u>
CBRE	\$3,125.00 <u>\$13,575.00</u>	\$97,029.17 <u>\$109,829.17</u>
<i>Subtotal</i>	\$778,967.91 <u>\$1,149,942.47</u>	\$762,955.10 <u>\$1,524,218.35</u>
Parish Committee's Professionals		
Manty & Associates	\$67,150.74 <u>\$150,757.04</u>	\$133,506.30 <u>\$119,313.33</u>
Maslon	\$1,221,472.53 <u>\$1,893,523.99</u>	\$894,535.58 <u>\$470,884.90</u>
<i>Subtotal</i>	\$1,288,623.27 <u>\$2,044,281.03</u>	\$1,028,041.88 <u>\$590,198.23</u>
Total	\$5,432,433.96 <u>\$8,190,109.55</u>	\$4,104,202.03 <u>\$4,280,086.66</u>
Less retainers	(\$904,837.55)	(\$81,245.50) <u>(67,900.05)</u>
Total	\$4,527,596.41 <u>\$7,285,272.00</u>	\$4,022,956.53 <u>\$4,212,186.61</u>

* Cushman Wakefield NorthMarq fees paid as commission on property sales. ~~The sale~~ Includes \$44,776.64 paid for project management of the Dayton property is pending and such fees will be taken from sale proceeds in accordance with the order approving the broker's retention new office construction.

2. Expenditures if a Plan is not confirmed

The Plan provides for the end of escalating litigation and mediation costs, the distribution of ~~over \$65~~approximately \$132 million in Archdiocese and non-Debtor Catholic entity funds, interests, and settlement proceeds to certain Tort Claimants, the transfer of rights to recover under Archdiocese and Parish Insurance Policies and the establishment of a Counseling Fund providing \$500,000 for counseling for sexual abuse victims. ~~The alternative is~~If a plan is not confirmed, the Archdiocese expects continuing protracted litigation on several fronts, and ~~forfeiting the contingencies in almost~~ all of the settlement ~~proceeds of the several~~agreements would not be met and the immediate cash available under those settlements ~~incorporated into~~to fund the Plan: would not be available.

If the Plan is not confirmed and trials on each individual Tort Claim are required, in the opinion of the Archdiocese, tens of millions of dollars in additional costs will be incurred. The Archdiocese believes that resolution of these trials will take well over 10 years if the court system can accommodate 40 trials per year, with inevitable appeals and coverage lawsuits.

VII. DEBTOR'S NON-MONETARY UNDERTAKINGS FOR THE PROTECTION OF CHILDREN

As described in section III.D above, the Archdiocese has undertaken significant efforts to implement protocols and procedures for the protection of children. In addition, as part of the Archdiocese's settlement with the Ramsey County Attorney's Office the Archdiocese has agreed to implement and has already begun implementing additional protocols and procedures for the protection of children and to ensure additional oversight. The Archdiocese incorporates those additional protocols and transparency covenants and obligations into the Plan as Exhibit K thereto. In addition, the Archdiocese has established as part of the Plan a counseling fund for the benefit of Tort Claimants dedicating \$500,000 for counseling as outlined in the Counseling Fund Process attached as Exhibit F to the Plan. The Unsecured Creditors Committee recently suggested additional protocols which are under review. The Plan and Disclosure Statement will be amended if additional protocols are agreed upon.

As set forth in the Plan, the Archbishop and the Reorganized Debtor agree to adhere to the non-monetary undertakings set forth in Exhibit K to the Plan for the time periods set forth therein.

VIII. SUMMARY OF THE PLAN

THIS SECTION PROVIDES A SUMMARY OF THE STRUCTURE, CLASSIFICATION, TREATMENT AND IMPLEMENTATION OF THE PLAN. THE SUMMARY BELOW IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PROVISIONS SET FORTH IN THE PLAN ITSELF, THE TERMS OF WHICH CONTROL. THE SUMMARY OF THE PLAN IN THIS DISCLOSURE STATEMENT DOES NOT PURPORT TO BE COMPLETE. CONSIDERATION OF THIS SUMMARY

IS NOT A SUBSTITUTE FOR A FULL AND COMPLETE READING OF THE PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO REVIEW THE PLAN CAREFULLY, INCLUDING ALL EXHIBITS.

A. Classification of Claims

Bankruptcy Code section 101(5) defines a claim as (a) a “right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured”; or (b) a “right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.”

Bankruptcy Code section 1123 requires a plan of reorganization to designate classes of claims against a debtor. Bankruptcy Code section 1122 requires that each class of claims contain only claims that are “substantially similar” to each other. The Plan divides the different Claims against the Debtor into separate classes based upon the legal nature and the Debtor believes that all Claims have been classified in accordance with the requirements of sections 1122 and 1123.

The Claims categories listed below classify Claims (except Administrative Expense Claims and Priority Tax Claims) for all purposes, including voting, confirmation, and distribution pursuant to the Plan. A chapter 11 plan must designate each separate class of claims either as “impaired” (affected by the plan) or “unimpaired” (unaffected by the plan). If a class of claims is “impaired” under the Bankruptcy Code, the holders of claims in that class are entitled to vote on the plan (unless the plan provides for no distribution to the class, in which case the class is not entitled to vote to accept or reject the plan and is deemed to reject the plan). If a class of claims is unimpaired, the holders of claims in that class are not entitled to vote to accept or reject the plan and are deemed to accept the plan.

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Tax Priority Claims are not classified for the purposes of voting or receiving distributions under the Plan. Instead, all such Claims are treated separately as unclassified Claims on the terms set forth in Article II of the Plan.

Class	Description	Impairment	Voting Rights
1	Priority Claims	Unimpaired	No
2	Governmental Unit Claims	Unimpaired	No
3	General Insurance Fund and Archdiocese Medical and Dental Benefit Plan Claims	Impaired	Yes
4	Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan Claims	Unimpaired	No

5	Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan Claims	Unimpaired	No
6	Pending Tort Claims	Impaired	Yes
7	Future Tort Claims	Impaired	Yes
8	Inter-Parish Loan Fund and Assessment Overpayment Claims	Impaired	Yes
9	Trade Vendor Claims - Class 9A - Class 9B	Impaired Impaired	Yes Yes
10	Secured Claim of Premier Bank	Unimpaired	No
11	Guaranty Claims	Unimpaired	No
12	Other Tort Claims and Unsecured Claims	Impaired	Yes
13	Catholic Entity Abuse Related Contingent Claims	Impaired	Yes
14	Other Abuse Related Contingent Contribution and Indemnity Claims	Impaired	No; deemed to reject
15	Penalty Claims	Impaired	No; deemed to reject
16	Priest Support Payments	Unimpaired	No

Consistent with section 1122 of the Bankruptcy Code, a Claim is classified by the Plan in a particular Class only to the extent the Claim is within the description of the Class, and a Claim is classified in a different Class to the extent it is within the description of that different Class.

B. Definition of Claims and Claim treatment

The treatment of Claims in the Plan is in full and complete satisfaction of the legal, contractual, and equitable rights that each holder of an Allowed Claim may have in or against the Archdiocese or its property. This treatment supersedes and replaces any agreements or rights those persons have in or against the Archdiocese or its property. All distributions under the Plan will be tendered to the person holding the Allowed Claim in accordance with the terms of the Plan.

The treatment of each class of Allowed Claims, and the reasons for that treatment, is set forth below:

1. Priority Claims (Class 1)

Class 1 consists of the holders of Priority Claims. These are claims entitled to priority under sections 507(a) and 503(b)(9) of the Bankruptcy Code other than Administrative Claims or Priority Tax Claims. These are claims for unpaid wages, employee benefit plan contributions and similar items identified in the Bankruptcy Code. The Plan provides that all holders of allowed Class 1 Claims will be paid in full, in cash, without interest on the later of the Effective Date of the Plan or the date the Class 1 Claim becomes an Allowed Claim (or as soon thereafter as is practicable), unless the holder of the Class 1 Claim and the Archdiocese agree to different treatment. The Archdiocese does not believe that there will be significant priority claims if the Plan is approved.

2. Governmental Unit Claims (Class 2)

Class 2 consists of holders of Governmental Unit Claims that are not Priority Claims, Administrative Claims, or Priority Tax Claims. The Plan provides that all holders of allowed Class 2 Claims will be paid in full, in cash, without interest on the later of the Effective Date of the Plan or the date the Class 2 Claim becomes an Allowed Claim (or as soon thereafter as is practicable), unless the holder of the Class 2 Claim and the Archdiocese agree to different treatment.

3. General Insurance Fund and Archdiocese Medical and Dental Benefit Plan Claims (Class 3)

Class 3 consists of the holders of Claims against the Archdiocese held by Parishes and Non-debtor Catholic entities identified on schedule 1 to the Plan arising from or related in any way to the collection and use of contributions and premium and other payments made by such Claimants to the Archdiocese under the General Insurance Fund (“GIF”) and the Archdiocese Medical and Dental Benefit Plan (“AMBP”), including any claims arising from the Archdiocese’s administration of the GIF and AMBP. The Plan provides that the Archdiocese will assume its participation in the GIF and AMBP, will continue to sponsor the GIF and AMBP, and will cause to be paid claims and administrative expenses under the GIF and AMBP to the extent of available funds in the GIF and AMBP in accordance with prior practices.

The Archdiocese has set participant premiums for the GIF for the period through July 1, 2017. The Archdiocese anticipates that premiums will be sufficient to pay all known claims and incurred but not reported claims (other than Tort Claims), plus administrative expenses, expenses related to maintaining workers compensation reserves and deposits and premiums for reinsurance and participating employer rebates (“GIF Claims and Expenses”) and the minimum GIF Contribution Amount (as defined below). The Archdiocese, however, will adjust GIF premiums to the extent necessary to pay GIF Claims and Expenses and the minimum GIF Contribution Amount as set forth below. The Archdiocese will not reduce premiums to the GIF prior to July 1, 2017 and will not increase premiums prior to June 30, 2017 except to the extent necessary to pay GIF Claims and Expenses and the minimum GIF Contribution Amount provided for in the Plan.

Funds in the GIF not required to pay GIF Claims and Expenses will be held in reserve and will be paid to the Plan Implementation Account (if paid on the Effective Date) or the Trust (if paid after the Effective Date) in satisfaction of claims of participants related to Tort Claims and as additional consideration for the channeling injunction set forth in this Plan (“GIF Contribution Amount”). The Plan provides that the GIF Contribution Amount will be at least \$5,000,000 and shall not exceed \$6,000,000. The exact total of this amount will be reasonably determined by the Archdiocese to reflect incurred and unpaid non-abuse claims and appropriate reserves. The Archdiocese projects that the GIF Contribution Amount is attainable in the timeframe outlined without an increase in premiums and will allow for sufficient reserves.

The reason for this contribution is to provide additional funds to claimants and because of the nature of the GIF. The GIF, among other things, insures the Archdiocese and Parishes for defense costs and amounts directed towards settlement of sexual abuse claims that are not covered by other carriers. Insurers contend that the first \$100,000 of such costs per claim from 1980 forward must be paid by Parishes or the Archdiocese before certain insurers are obliged to provide coverage.

As of the petition date, approximately \$3.5 million was available in the GIF to pay for defense costs or settlement of such claims while maintaining sufficient reserves to meet the other purposes of the GIF. If there are no unexpected, insured losses, the Archdiocese projects that between \$5 million and \$6 million will be available to address Tort Claims on July 1, 2017. This is largely the result of the stay of litigation with no funds being directed towards defense or settlement of alleged sexual abuse claims.

As such, the Plan provides that on the Effective Date, the Archdiocese will pay to the Plan Implementation Fund for contribution to the Trust an amount equal to the available balance of the GIF Contribution Amount held by the Archdiocese as of the Effective Date, taking into account the need for appropriate reserves. As soon as practical on or before June 30, 2017, the Archdiocese will pay to the Trust the balance of the GIF Contribution Amount up to the maximum total amount of \$6,000,000. Any amount not required to be paid to the Trust will be held in the GIF for administration in accordance with prior practices. Any other claims related to the GIF, including any claims arising from prior contribution to the GIF, will be disallowed and receive no distribution.

The AMBP is administered by a separate board of trustees. The Plan provides that to the extent permitted under applicable law, the Archdiocese shall cooperate with the trustees of the AMBP following the Effective Date to convert the AMBP to a VEBA Trust (or similar trust mechanism). Notwithstanding anything to the contrary in the Plan, neither the Archdiocese nor the trustees of the AMBP shall be required to enter into any trust or other arrangement that will require that the AMBP, or any successor trust mechanism, provide coverage for services or procedures contrary to the teachings of the Catholic Church. The Archdiocese, again in cooperation with the trustees of the AMBP, reserves the right to seek the termination of the AMBP if the conversion of the AMBP is impossible or proves to be unreasonably expensive or

impractical or in the event that it becomes impossible or impractical to maintain rates for the AMBP in an amount sufficient to pay future claims. The Archdiocese does not propose to contribute AMBP funds to the Plan because all AMBP funds are currently projected to be necessary for continuation of the AMBP itself. *See* discussion at Section IV.B.3 above.

4. Archdiocese Priests' Pension Plan Claims (Class 4)

Class 4 consists of the holders of Claims against the Archdiocese for liability arising under the Archdiocese of Saint Paul and Minneapolis Priests' Pension Plan. The Plan provides that the Archdiocese will assume its participation in the Priest Plan and will continue to meet its obligations under the Priest Plan as they become due. The Archdiocese will not make any payment with respect to any Claim filed in this Chapter 11 case with respect to Class 4 Claims.

5. Archdiocese Lay Employees' Pension Plan Claims (Class 5)

Class 5 consists of the holders of Claims against the Archdiocese for liability arising under the Archdiocese of Saint Paul and Minneapolis Lay Employees' Pension Plan. The Plan provides that the Archdiocese will assume its participation in the Lay Employees' Plan, and will continue to meet its obligations under the Lay Plan as they become due. The Archdiocese will not make any payment with respect to any Claim filed in this Chapter 11 case with respect to Class 5 Claims.

6. Pending Tort Claims (Class 6)

Class 6 consists of the holders of Pending Tort Claims. As described in greater detail below, the Plan creates a Trust to fund any payments to Class 6 and Class 7 Claimants entitled to such payments under the Plan, Trust Agreement and Trust Distribution Plan. The Plan provides that liability for Class 6 Claims shall be assigned to and assumed by the Trust and assessed by the Trust through the Trust Agreement and the Trust Distribution Plan.

Each Class 6 Claim will be estimated solely for the purpose of voting on the Plan.

The Plan seeks to ensure that similarly situated Class 6 Claimants and similarly situated Class 7 Claimants are treated similarly. **Thus, Class 6 and Class 7 Claimants' share of the Trust Assets as provided by the Trust Distribution Plan is the only amount, if any, they will be entitled to receive from Protected Parties, [Archdiocesan Settling Insurer Entities](#), and [Parish Settling Insurer Entities](#) under the Plan.** See the discussion of Trust treatment of Class 6 and 7 Claims in section VIII.E.3 below for further detail.

Nonetheless, Class 6 and Class 7 Claimants may elect to obtain a judicial determination, through a jury trial if they choose, of any Protected Party's liability and Claimants' damages. In addition, they will be allowed to retain their right of direct action against Non-Settling Insurers as provided under Minn. Stat. §60A.08, subd. 6 or other applicable law. However, even if a Class 6 or Class 7 Claimant obtains a judgment for damages against a Protected Party or a Non-

Settling Insurer, the Class 6 or Class 7 Claimant's recovery is limited as described in the Plan and the balance of such recovery must be turned over to the Trust as described in the Plan. Distribution from the Trust does not preclude claims or recoveries by Class 6 or Class 7 Claimants against Persons who are not Protected Parties ~~or Settling Insurers~~, [Archdiocesan Settling Insurer Entities or Parish Settling Insurer Entities](#); claims and recoveries against Non-Settling Insurers shall be limited as described in the description of Trust treatment of Class 6 and 7 Claims below.

The Non-Settling Insurers remain fully liable for their obligations related in any way to the Class 6 and Class 7 Claims, and their obligations are not reduced by the fact that the Archdiocese is in bankruptcy or by the amount of distributions claimants receive or are entitled to receive based on the Trust Distribution Plan. Determinations by the Tort Claims Reviewer as to the points assigned to Class 6 and 7 Claimants and any distributions Distribution Plan Claimants are entitled to receive from the Trust shall not be a determination of the liability of or damages, if any, that any Protected Party is obligated to pay for Tort Claims within the meaning of any Insurance Policy. As described below, the Plan provides that the Protected Parties will assign to the Trust their Transferred Insurance Interests (as defined in the Plan). The Trust may continue efforts to obtain recoveries from any Non-Settling Insurers related to the Class 6 and Class 7 Claims. Any such recoveries by the Trust from Non-Settling Insurers will likewise become Trust Assets to be distributed pursuant to the Trust Distribution Plan. To bar any argument by the Non-Settling Insurers that any provision of this Plan, including the transfer of the Archdiocese's or other Protected Party's rights to the Trust, results in a forfeit of coverage, the Plan preserves the Non-Settling Insurers' rights to the extent required under ~~their respective Insurance~~ [the Non-Settling Insurer](#) Policies and applicable law.

7. Future Tort Claims (Class 7)

Class 7 consists of the holders of Future Tort Claims. The Plan provides that liability for Class 7 Claims shall be assumed by the Trust and assessed by the Trust through the Trust Agreement and the Trust Distribution Plan as described with respect to Class 6 Claims above and in the summary of the Trust below. Class 7 Claimants shall file Proofs of Claim substantially in the form attached as Exhibit B to the Plan and shall include information sufficient for the Tort Claims Reviewer to make an evaluation of the Claim pursuant to the factors set forth in the Trust Distribution Plan.

8. Inter-Parish Loan Fund and Assessment Overpayment Claims (Class 8)

Class 8 consists of holders of claims against the Archdiocese for unpaid deposits made to the Inter-Parish Loan Fund (the "IPLF") prior to the Petition Date and for Parish assessment overpayments made by any Parish set forth on schedule 2 to the Plan. The Plan provides that, unless otherwise agreed by an individual claimant and the Archdiocese, a Parish that owes assessments to the Archdiocese as of the Effective Date in an amount in excess of the claim of such Parish in Class 8 will be entitled to a reduction in the balance of past due assessments payable by such Parish in an amount equal to the amount of such Parish's Class 8 Claim. These

Parishes will receive no other distribution in connection with such Class 8 Claim and will remain liable for the full amount of assessments due from and after the Effective Date and the balance of unpaid assessments as of the Effective Date, as reduced in accordance with the Plan. The claims of the Parishes who hold Class 8 Claims in excess of the balance of assessments payable by such Parish as of the Effective Date will be reduced by the amount of the unpaid assessment due by such Parish, if any. The remaining balance of the Class 8 Claim will be satisfied by a credit against the assessments that would otherwise be due from such Parish from and after the Effective Date. This credit will be applied on a quarterly basis against future assessments, as determined by the Archdiocese in accordance with its general practice in calculating assessments, until such time as the Class 8 Claim of such Parish has been satisfied in full, without interest. By way of example, a Parish with a Class 8 Claim (net of any past due assessments) in the amount of \$500,000 will not be required to pay post-Effective Date assessments to the Archdiocese until the Class 8 Claim has been satisfied in full through the credit and reduction contemplated in the Plan. The credit and reductions contemplated under the Plan will be noted by the Archdiocese in its assessment notice to Class 8 Claimants, which calculation shall be conclusive absent manifest error.

The Plan further provides that holders of Class 8 Claims shall have no interest in amounts payable to the Archdiocese by Parishes obligated pursuant to deposits made under the IPLF and shall have no interest in amounts payable to the Archdiocese by Archdiocesan Parishes who are liable to the Archdiocese for advances previously made under the IPLF. The Archdiocese shall be entitled to deduct from any distribution to any holder of a Class 8 Claim any amounts payable by such Parish to the Archdiocese.

9. Trade Vendor Claims (Classes 9A and 9B)

Class 9A consists of holders of claims against the Archdiocese for goods and services supplied to the Archdiocese prior to the Petition Date as set forth on schedule 3 to the Plan in the amount of \$1,000 or less or reduced by the holder to \$1,000 on the ballot. Class 9A Claims will be treated as a "Class 9 Convenience Claim" meaning that holders of such claims will receive payment in full of such allowed claim without interest within 30 days following the Effective Date. The Archdiocese estimates that the total payment to creditors in Class 9A will be approximately \$50,000.

Holders of Claims in amounts in excess of \$1,000 may elect to be treated under either Class 9B as described below or Class 9A by voluntarily reducing a claim in excess of \$1,000 to equal \$1,000 by so marking the claim amount on the ballot. Class 9B consists of holders of claims against the Archdiocese for goods and services supplied to the Archdiocese prior to the Petition Date as set forth on schedule 3 to the Plan in an amount in excess of \$1,000 and not reduced to \$1,000 by election on the ballot. Holders of Class 9B Claims will receive payment in full of such allowed Claims in Class 9B, without interest, in two equal installments. The first installment will due be within ninety days following the Effective Date and the second will be due within 180 days following the Effective Date.

Claims in Class 9A and Class 9B shall not include any claims classified and treated under any other Class under the Plan.

10. Secured Claim of Premier Bank (Class 10)

Class 10 consists of the secured claim of Premier Bank under the mortgage executed by the Archdiocese in favor of Premier Bank, as renewed on May 16, 2011, describing and encumbering the Cathedral of Saint Paul. The Plan provides that Premier Bank's mortgage interest shall remain undisturbed and that Premier Bank may exercise any and all rights and remedies against the collateral referenced in such mortgage, available to the holder.

11. Guaranty Claims (Class 11)

Class 11 consists of holders of guaranty claims arising out of prepetition guaranties as described in Exhibit C to the Plan. The Plan provides that the guaranty obligations in Class 11 shall remain undisturbed and the holders of such guaranties shall be entitled to exercise all legal rights and remedies available to such holders, and that holders of claims in Class 11 shall be deemed to have waived any right to accelerate the underlying debt secured by such guaranty agreement solely as a result of the Archdiocese's financial condition or at the commencement of this Chapter 11 case.

12. Other Tort Claims and Unsecured Claims (Class 12)

Class 12 Claims mean (1) to the extent allowed, claims of Michael Schaefer (Claim No. 502) and MP Schaffer, LLC (Claim No. 503), and Jennifer Haselberger (Claim No. 668), (2) any claim arising out of the rejection of an executory contract, or (3) 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 or as to which the holder of such claim timely filed a claim as to which the Archdiocese has no legal basis for objection. The Archdiocese does not believe that the Parishes hold claims in Class 12. The Plan provides that the holders of Class 12 Claims shall receive payment of their pro rata share of the sum of up to \$50,000 to be paid by from the non-restricted assets of the Archdiocese ~~from the Plan Implementation Account~~ as soon as practicable after all Class 12 Claims have been allowed or disallowed. In the event that the Class 12 Claims are less than ~~the amount of the payment proposed in the Plan~~ \$50,000, such excess amount shall be paid to the Trust for distribution to the holders of Class 6 Claims.

13. Catholic Entity Abuse-related Contingent Claims (Class 13)

Class 13 ~~consists~~ Claims mean (i) the claims of Catholic Entities ~~holding a claim~~ for contribution, indemnity or reimbursement arising out of ~~the result of or related to~~ the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim, ~~and their Non-Settling Insurers~~ (ii) the claims of Other Insured Entities for contribution, indemnity, or reimbursement arising out of or related to the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim; and (iii) the claims of any insurers or other Persons who are subrogated to such claims as

[set forth in the Plan](#). The Plan provides that Class 13 Claims constitute Channeled Claims and shall be channeled to the Trust. The Plan contemplates that Class 13 Claims will be extinguished as a result of the Plan terms and the Claim Resolution Agreements provided to the Trust under section 5.2(k).

14. Other Abuse-related Contingent Contribution and Indemnity Claims (Class 14)

Class 14 consists of holders of claims for contribution, indemnity or reimbursement not included in Class 13 arising out of the Archdiocese's liability to pay or defend any Class 6 or Class 7 Claim, [including the claims of any insurers or other Persons to the extent subrogated to the foregoing claims](#). The Plan provides that, in accordance with section 502(e)(1) of the Bankruptcy Code, the Claims in Class 14 shall be disallowed and will receive no distribution under the Plan.

15. Penalty Claims (Class 15)

Class 15 consists of holders of Claims, [other than Tort Claims](#), against the Archdiocese, whether secured or unsecured, for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such Claim. The Plan provides that holders of Class 15 Claims shall not receive or retain any property under the Plan on account of such Claims.

16. Priest Support Payments (Class 16)

Class 16 consists of holders of Claims for inactive Archdiocesan Priest support or maintenance. As set forth in the Plan, the Archdiocese disclaims any liability under civil law for the Claims in Class 16 and such Claims shall receive no distribution under the Plan. However, in the Plan leaves unaltered the legal, equitable and contractual rights to which such claim or interest entitles the holder of such claim or interest. Notwithstanding the fact that the Plan calls for no distribution as part of the Plan, the Archdiocese intends to honor its post-Effective Date obligations under Canon Law with respect to inactive priests in accordance with prior practices.

C. Treatment of Administrative Claims, Priority Tax Claims, and Professional Fee Claims

1. Administrative and Priority Tax Claims in general

As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified for the purposes of voting or receiving distributions under the Plan. Instead, all such Claims are treated separately as unclassified Claims on the terms set forth in Article II of the Plan.

2. Treatment of Administrative Claims

The Plan provides that each holder of an Allowed Administrative Claim against the Archdiocese shall receive, in full satisfaction, settlement, release, and extinguishment of such Claim, cash equal to the Allowed amount of such Administrative Claim, unless the holder agrees to other treatment of such Claim no less favorable to the Archdiocese.

Except as otherwise set forth in the Plan, requests for payment of Administrative Claims must be filed and served no later than 30 days after a notice of the Effective Date is filed with the Bankruptcy Court (the “Administrative Claim Filing Deadline”). Holders of Administrative Claims (including the holders of any Claims for federal, state or local taxes, but excluding Professional Claims) that are required to file a request for payment of such Claims and that do not file such requests by the applicable Filing Deadline shall be forever barred from asserting such Claims against the Archdiocese, the Reorganized Debtor, or any of their property.

All objections to allowance of Administrative Claims (excluding Professional Claims) must be served and filed by any parties in interest no later than 90 days after the Administrative Claim Filing Deadline (the “Administrative Claim Objection Deadline”). The Administrative Claim Objection Deadline may be initially extended for an additional 90 days at the sole discretion of the Debtor upon the filing of a notice of the extended Administrative Claim Objection Deadline with the Bankruptcy Court. Thereafter, the Administrative Claim Objection Deadline may be further extended by an order of the Bankruptcy Court, which order may be granted without notice to any party in interest. If no objection to the applicable Administrative Claim is filed on or before the Administrative Claim Objection Deadline, as may be extended, such Administrative Claim will be deemed Allowed, subject to the Bankruptcy Court’s discretion to extend such objection deadline retroactively.

3. Treatment of Priority Tax Claims

The Plan provides that with respect to each Allowed Priority Tax Claim not paid prior to the Effective Date, the Archdiocese shall (i) pay such Claim in cash as soon as practicable after the Effective Date, or (ii) provide such other treatment agreed to by the holder of such Allowed Priority Tax Claim and the Archdiocese, as applicable, in writing, provided such treatment is no less favorable to the Archdiocese.

4. Statutory Fees

The Plan provides that all fees due and payable pursuant to 28 U.S.C. § 1930 and not paid prior to the Effective Date shall be paid in cash as soon as practicable after the Effective Date. After the Effective Date, the Archdiocese shall pay quarterly fees to the U.S. Trustee, in Cash, until the Chapter 11 Case is closed and a Final Decree is entered. In addition, the Archdiocese shall file post-Confirmation Date quarterly 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 Debtor and its Estate.

5. Treatment of Professional Fee Claims

The Plan provides that all Professionals or other Persons requesting compensation or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code 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) must 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 60 days after a notice of the Effective Date is filed with the Bankruptcy Court and served (the “Professional Claim Filing Deadline”).

Objections to Professional Claims or Claims of other Persons for compensation or reimbursement of expenses must be filed and served no later than 45 days after the Professional Claim Bar Date (the “Professional Claim Objection Deadline”). The Professional Claim Objection Deadline may be initially extended for an additional 45 days at the sole discretion of the Debtor upon the filing of a notice of the extended Professional Claim Objection Deadline. Thereafter, the Professional Claim Objection Deadline may be further extended by an Order of the Bankruptcy Court, which Order may be granted without notice to any party in interest.

D. Settlements embodied in the Plan

One of the primary sources for funding payments to creditors under the Plan is insurance settlements. The Plan contemplates and incorporates settlements reached with Archdiocese insurance carriers described in section VI.D.5 above. In addition, the Riley Fund settlement detailed in section V.B.2.e above is incorporated into the Plan. ~~And~~ The RCAO settlement detailed in sections III.E and VI.C.7 above is also incorporated into the Plan.

Under the Plan, the Archdiocese also reserves the right to sell estate property or compromise causes of action on behalf of the estate at any time prior to the Effective Date, subject to Bankruptcy Court approval. Notice of any such sale or compromise sought as part of the Plan will be filed as a Supplemental Plan Document, and approval of such sale or settlement will be considered at the Confirmation Hearing or as soon thereafter as is practicable.

E. Resolution of Tort Claims; Formation of Trust

Under the Plan, a Trust will be created to fund payments to Class 6 and Class 7 Claimants. The Plan aims to ensure that Claimants in Class 6 are treated equitably as between each other, and Claimants in Class 7 are treated equitably as between each other, i.e., substantially similar Claimants within each class receive substantially similar amounts. This will be achieved through a distribution protocol embodied in the Trust agreement and described below.

1. Purpose and formation of Plan Trust

The Trust will be the successor to the Archdiocese and other Protected Parties for all purposes with respect to Class 6 and Class 7 Claims and ~~coverage under the~~ Transferred Insurance Policies. ~~Interests as defined in the Plan.~~ The Trust will be established for the sole purposes of assuming the liabilities of the Debtor ~~and the~~ Protected Parties ~~and~~ Archdiocesan Settling Insurers Insurer Entities, and Parish Settling Insurer Entities arising from or relating to the Class 6 and Class 7 Claims as described in the Plan, and receiving, liquidating and distributing the Trust Assets in accordance with the Trust Distribution Plan, as well as funding the Trust's costs and expenses.

The proposed Trust Agreement is attached to the Plan as Exhibit D. The Trust will contain a corpus (general fund) for the payment of Class 6 Claim distributions and other expenses and a separate Future Tort Claims Reserve, which shall be the sole source of payment to Class 7 Claimants on account of Class 7 Claims.

2. Funding the Plan Trust

After the Effective Date, the Archdiocese's ordinary course operations will continue to be funded from ordinary operating income of the Archdiocese. As noted above, Class 6 and Class 7 Claimants will be paid from the Trust created under the Plan in accordance with the Trust provisions described below. The Trust will be funded from the following sources:

a. Plan Implementation Account

A Plan Implementation Account will be established before the Effective Date. ~~On the Effective Date,~~ The Plan Implementation Account will be funded with ~~amounts identified as the~~ "Contributions" identified below. The Archdiocese will pay from the Plan Implementation Account, as soon as practical following the Effective Date and final allowance of Professional Fees and Administrative Claims, all allowed Professional Fees and Administrative Claims and all other amounts required to be paid under this Plan upon confirmation or upon the Effective Date. The amount remaining in the Plan Implementation Account following such payments shall be promptly paid to the Trust, less (i) a reserve for disputed claims (other than Tort Claims) in an amount determined by the Archdiocese in consultation with the Committees; and (ii) an amount estimated by the Archdiocese in consultation with the Committees to be necessary to pay statutory fees payable to the United States Trustee through the date on which the Chapter 11 case is closed.

Additional payments shall be paid to the Trust as disputed items are resolved in reduction of the reserve for such disputed items. Upon resolution of all disputed items and payment of all statutory fees to the United States Trustee, the remaining balance in the Plan Implementation Account shall be transferred to the Trust and the Plan Implementation Account closed.

b. Contributions

The following amounts will be paid to the Plan Implementation Account or the Trust in accordance with the timing set forth in the Plan:

(1) Debtor cash contribution

The sum of approximately \$13,~~080,000~~175,526.20 in cash will be paid by the Archdiocese to the Plan Implementation Account on or before the Effective Date from (a) non-restricted cash accounts held by the Archdiocese, including(b) the account established withto hold the ~~sale of~~ proceeds derived from the sale of Archdiocese properties during the course of this Chapter 11 case, and from(c) the proceeds of the settlement of the Riley Fund dispute. ~~The amount of the Archdiocese contribution assumes receipt of proceeds of \$850,000 from the sale of the Dayton Property and may be increased or decreased to reflect actual net sale proceeds received by the Archdiocese from that sale.~~ In addition to the foregoing, the Archdiocese will make a deposit in the amount of \$500,000 to a separate bank account to establish the Counseling Fund, as set forth in section 5.2(o) of the Plan.

(2) Sale of jewelry and other items

As noted above, the Archdiocese owns a ring with an estimated appraised value of approximately \$230,000. The ring will be sold as soon as reasonably practicable. Any sale prior to confirmation will require Court approval. Any sale following the Effective Date will be made with the approval of the Trustee. The net sale proceeds of the ring will be contributed to the Plan Implementation Account or the Trust, as appropriate, as an additional source of Plan funding. The Archdiocese also intends to attempt to sell such other items of personal property that (a) are not necessary for continued operations of the Archdiocese or (b) lack liturgical or historical value. The Archdiocese will make such determinations in either case in consultation with the Unsecured Creditors Committee and will set forth those items in a plan supplement to be filed within 14 days prior to the confirmation hearing. The Archdiocese anticipates that the sale of these additional items may generate approximately \$50,000.

(3) Assignment of Ausmar interest

The Archdiocese will also assign its beneficial interest in Ausmar to the Trust. As noted above, the Archdiocese estimates this interest in the property held by Ausmar as \$365,775 based on Carver County property tax records. The property held by Ausmar has not been sold but is being marketed for sale by the controlling Ausmar members.

~~(3)~~(4) Archdiocesan Settling Insurer contribution

Each Archdiocesan Settling Insurer ~~(as identified in Exhibit L to the Plan)~~ shall contribute the amounts set forth in its respective Insurance Settlement Agreement in accordance with the timing set forth in each respective Insurance Settlement Agreement, ~~onesome~~ of which remainsremain to be reduced to a final written agreement. The contributions provided in each Insurance Settlement Agreement are as follows:

- \$14 million in cash from Catholic Mutual
- \$5 million in cash from State Farm
- \$14.2 million as an allowed claim in the Home liquidation proceeding. The total amount that will ultimately be paid on the Home claim is unknown, though it is anticipated to be a substantial portion of the face value.
- \$750,000 in cash from ELAC
- \$7.75 million in cash from FFIC
- \$7.975 million in cash from CNA
- \$7 million in cash from TIG
- \$7.775 million in cash from Hartford
- \$15.7 million from AIG;
- \$26 million in cash from Aetna
- \$500,000 in cash from Colonial Penn

~~(4)~~(5) GIF contribution

The Plan proposes that the Protected Parties will contribute between \$5 million and \$6 million from the GIF to the Trust to pay participants' claims under the GIF related to Tort Claims, in accordance with the timing, treatment and description of the GIF and the GIF Contribution outlined in section VIII.B.3 above.

~~(5)~~(6) Catholic Entities and other Insured Entities contributions

The Plan provides that ~~Parishes~~Catholic Entities, although not debtors, would make substantial contributions to the Plan. Those contemplated contributions include:

- ~~The Parishes'~~Catholic Entities' substantial portion of the GIF contribution;
- The Parishes' contribution of insurance settlements reached with Parish insurers as set forth below; ~~and~~
- ~~The Parishes'~~Catholic Entities' waiver of all claims against the Archdiocese, including claims for contribution and indemnity and breach of fiduciary duty;~~;~~
- Catholic Entities' consent to the Catholic Mutual settlement; and
- Parish assignment of rights of recovery against LMI, Interstate, and Bellefonte.

The Plan provides that, within ~~2030~~ days of the Effective Date, non-Debtor Catholic entities will contribute \$13,732,500 in settlement proceeds from Parish Settling Insurers ~~on behalf of the non-Debtor Catholic entities (as identified on Exhibit L to the Plan).~~ See November 14, 2016 Affidavit of Margo S. Brownell. The Plan also specifies the contribution of waiving, as of the Effective Date, all breach of fiduciary duty, contribution and indemnity claims filed by such non-Debtor Catholic Entities and Other Insured Entities in this Chapter 11 case, and all Class 3 Claims and any other ~~prepetition~~ claims against the Archdiocese and all Related Insurance Claims, and all the Catholic Entities' and Other Insured Entities' Transferred Insurance Interests pursuant to the Plan.

c. Additional Trust assets; Rights and recoveries against Non-Settling Insurers

The Plan provides that rights and recoveries against Non-Settling Insurers are also assets transferred to the Trust in addition to the funds transferred to the Trust from the Plan Implementation Account, as follows:

- All Interests of the Archdiocese, including all claims, rights of any kind, entitlements to proceeds, and recoveries against the Non-Settling Insurers arising out of or related to the Tort Claims or the handling thereof; Such interests are automatically and without further act or deed assigned and transferred to the Trust; and
- ~~Each of the other Protected Parties shall assign and transfer to the Trust all its~~ All Interests, including ~~all~~ claims, rights of any kind, entitlement to proceeds, and recoveries of the other Protected Parties, against the Non-Settling Insurers arising out of or related to the Tort Claims or the handling thereof. Each of the other Protected Parties shall assign and transfer all such Interests to the Trust.

The Plan provides that the Trustee shall have full access to coverage issued by the Non-Settling Insurers to the greatest extent permitted by applicable non-bankruptcy law, in the same manner and to the same extent as the Protected Parties prior to the confirmation of the Plan and the transfer of the Protected Parties' Interests to the Trust; subject to the assertion of any coverage defenses ~~(other than coverage defenses based on~~ except any defense (1) regarding the assignment and transfer of the Transferred Insurance Interests), and; (2) effected by operation of law because of confirmation of this Plan; or (3) based on res judicata or collateral estoppel related to facts determined by the Bankruptcy Court. The Trustee shall also have the right to pursue judgment against Non-Settling Insurers to determine the amount of coverage available for Protected Parties' liability for Tort Claims. The Plan provides that this transfer shall not be construed: (a) as an assignment of the ~~Insurance~~ Non-Settling Insurer Policies identified in the Plan, or (b) to entitle any person or entity to insurance coverage other than those persons or entities entitled to such coverage ~~under the terms of the Insurance Policies from Non-Settling Insurers.~~ No limitations on recovery from Non-Settling Insurers shall be imposed by virtue of the fact that the Archdiocese is in bankruptcy or by any distribution from the Trust to any Tort Claimant. The Trust shall be fully authorized to act in its own name, or in the name of any Protected Party, to enforce any right, title or interest of any Protected Party in the Transferred Insurance Rights. Any recovery by the Trustee on an action against a Non-Settling Insurer for a determination of coverage for Protected Parties' liability for Tort Claims shall become a Trust Asset and shall be distributed as provided in the Trust Distribution Plan.

~~The determination of~~ The Plan provides that the Bankruptcy Court shall determine at the Confirmation Hearing (i) whether the assignment of the Transferred Insurance Interests provided for in this Section is valid, and does not (ii) whether such transfer or the Discharge and Injunctions set forth in Sections 13.2, 13.3, 13.5 and 13.6 or any other term of the Plan void,

defeat or impair the insurance coverage issued by the Non-Settling Insurers, ~~shall be made by the Bankruptcy Court at the confirmation hearing.~~ Failure to timely object shall be deemed to be consent to the assignment of Transferred Insurance Interests and other Plan terms related to the Insurance Policies and will forever bar an objector from asserting that the assignment of Transferred Insurance Interests and Plan terms affect the ability of the Trust or Tort Claimants to pursue Non-Settling Insurers, or ~~each~~ any of them, for insurance coverage. In the event that ~~the Bankruptcy Court determines a Final Order is entered determining~~ that the assignment of Transferred Insurance Interests is valid and does not defeat or impair coverage ~~of Non-Settling Insurers are responsible for under~~ the Non-Settling ~~Insurers~~ Insurer Policies, following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Archdiocese and Protected Parties under the Non-Settling Insurers' Insurance Policies as are necessary to enforce the Transferred Insurance Interests; provided, however, that the Protected Parties shall not be relieved of any obligations such entities may have under the Non-Settling Insurers' Insurance Policies, though in no event shall the Protected Parties be liable for any failure by the Trust to cooperate with Non-Settling Insurers in the defense of the Tort Claims, to the extent such duty exists under applicable law.

Appointment of Trustee as Estate Representative to Enforce Insurance Interests and Obtain Insurance Recoveries. If the Bankruptcy Court ~~does not enter in its ruling on Plan confirmation determines that~~ an ~~order transferring assignment of~~ the Transferred Insurance Interests ~~pursuant to as contemplated by~~ the Plan ~~is invalid or would defeat or impair coverage,~~ then pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, the Plan appoints the Trustee as the representative of the Archdiocese's Estate for the purpose of retaining and enforcing all of the Archdiocese's and the Estate's Interests against the Non-Settling Insurers with respect to the Tort Claims. Any recoveries on such Interests by the Trustee will be paid to the Trust. The determination of whether the appointment of the Trust as the Archdiocese's and the Estate's representative provided for in the Plan is valid and does not defeat or impair the insurance coverage ~~by~~ Non-Settling Insurers are responsible for under Non-Settling Insurer Policies, shall be made by the Bankruptcy Court at the confirmation hearing. Failure to timely object shall be deemed a consent to the appointment and will be forever bar an objector from asserting that the appointment in any way affects the ability of the Trust to pursue Non-Settling Insurers, and each of them.

In the event that the Bankruptcy Court determines that the appointment is valid and does not defeat or impair coverage ~~of~~ issued by the Non-Settling Insurers, then following the Effective Date, the Trust shall assume responsibility for, and be bound by, only such obligations of the Archdiocese and Protected Parties under the Non-Settling Insurers' Insurance Policies as are necessary to act as the representative of the Archdiocese and the Estate for the purpose of retaining and enforcing their Interests, if any, against the Non-Settling Insurers; provided, however, that the Trust's appointment shall not relieve the Archdiocese, the Reorganized Debtor or the Protected Parties from any obligation that such entities may have under the insurance policies issued by the Non-Settling Insurers' Insurance Policies-Insurers. This Plan provision shall affect the rights and remedies, as against a Non-Settling Insurer, of a Person who is not a

Protected Party but is a co-insured with the Archdiocese or is asserting rights under an insurance policy [issued by a Non-Settling Insurer identified in the Plan](#).

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

At the request of the Trust, the Reorganized Debtor and the Protected Parties will assert their Interests against a Non-Settling Insurer. All recoveries by the Reorganized Debtor and the Protected Parties will be paid to the Trust. The Reorganized Debtor and Protected Parties will select and retain counsel to pursue their Interests against Non-Settling Insurers, subject to the Trustee's approval, which approval shall not be unreasonably withheld.

The Trust shall pay the reasonable attorneys' fees, costs and expenses allowed by the Bankruptcy Court that are incurred by the Reorganized Debtor [and the Protected Parties](#) in pursuing its Interests in Non-Settling Insurers' Insurance Policies pursuant to the Plan. The Trust shall also reimburse the Reorganized Debtor [and Protected Parties](#) for any reasonable out of pocket costs and expenses it incurs as a direct consequence of pursuing its Interests against Non-Settling Insurers, but will not compensate the Reorganized Debtor [or Protected Party](#) for any time any of its employees expend. Upon receipt by the Reorganized Debtor [or a Protected Party](#), all recoveries received by the Reorganized Debtor from Non-Settling Insurers shall be deemed to be held in trust for the benefit of the Trust and shall be remitted by the Reorganized Debtor [or a Protected Party](#) to the Trust as soon as practicable following the Reorganized Debtor's [or a Protected Party's](#) receipt of such recoveries.

d. Vesting

On the Effective Date, all Trust Assets shall vest in the Trust, and the Protected Parties shall be deemed for all purposes to have transferred all Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor [or any other Protected Party, as applicable](#), shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of control of Trust Assets, the Protected Parties shall have no further interest in or with respect to the Trust Assets.

3. Trust treatment of Class 6 and Class 7 Claims; treatment election

The Trust will assume the liability for Class 6 and Class 7 Claims. The Plan provides that, on the Effective Date, the Trust will automatically assume all liability of the Protected Parties, Archdiocesan Settling Insurers, and Parish Settling Insurers for Class 6 and Class 7 Claims; The Trust will also have the right and obligation to defend, resolve and satisfy the Tort Claims with respect to any liability of the Protected Parties, the Archdiocesan Settling Insurer Entities, and the Parish Settling Insurer Entities. The Trust will also have the right and obligation to pursue and resolve insurance coverage from the Non-Settling Insurers for the Tort Claims and will assume any obligations relating to Medicare, as further outlined in the Plan. ~~The Trust will have the right and sole obligation to defend, resolve and satisfy the Class 6 and Class 7 Claims, which will~~ As provided in the Plan, the Debtor shall receive a bankruptcy discharge and Tort Claimants shall be assessed by the barred from recovering for Tort Claims Reviewer in accordance with from the Trust Distribution Procedures. Class 6 and Class 7 Reorganized Debtor or its assets.

~~Claimants whose claims are not disallowed are beneficiaries of the Trust.~~

Tort Claimants will also be barred from recovering from the Archdiocesan Settling Insurer Entities, the Parish Insurer Entities, or the assets of Protected Parties. Tort Claimants will not be barred from recovering for Tort Claims from any Person who is not a Protected Party, an Archdiocesan Insurer Entity, or a Parish Insurer Entity. As more fully described in the Plan, the Trust and Tort Claimants will not be barred from recovering from Non-Settling Insurers. The rights of the Debtor, Reorganized Debtor, Trustee, Protected Parties, and Tort Claimants to obtain coverage for the Tort Claims from Non-Settling Insurers shall be fully preserved. Except as provided herein, the rights of Non-Settling Insurers shall be fully preserved.

Treatment of Tort Claims. The Trust incorporates a Trust Distribution Plan that sets forth how Class 6 and Class 7 Claims will be assessed for purposes of receiving Trust distributions. Each Tort Claim will be assessed by an independent Tort Claims Reviewer to be designated in accordance with the Plan and Trust Agreement. The Tort Claims Reviewer will determine whether a Tort Claimant is entitled to a Trust distribution in accordance with the Trust Distribution Plan. The Tort Claims Reviewer will consider various factors using a methodology that assigns points based on the nature and type of abuse that occurred, the frequency of the abuse, and any aggravating factors or other factors that affect causation, cognizability, and the liability of a Protected Party and damages. The methodology and factors considered by the Tort Claims Reviewer are set forth in detail in the Trust Distribution Plan included as Exhibit 1 to the Trust Agreement. See Plan Exhibit D. Tort Claimants and the Archdiocese must provide information as requested to the Tort Claims Reviewer.

Convenience Claim election. Each Tort Claimant may elect, in lieu of assessment by the Tort Claim Reviewer, to have his or her Tort Claim treated as a “Convenience Claim” as provided by the Trust Distribution Plan. A Tort Claimant may elect Convenience Claim treatment by so indicating on the ballot. Each holder of a Convenience Claim shall receive a distribution of \$10,000 if the Tort Claims Reviewer determines that the proof of claim filed by

the holder of such a claim establishes a prima facie case that the Tort Claimant suffered sexual abuse for which the Archdiocese could be held civilly liable under applicable non-bankruptcy law. Each such distribution shall be made within 60 days of the Tort Claims Reviewer's determination. Treatment and payment, if any, under the Convenience Claim treatment shall be the only treatment and payment (if any) to which a holder of a Convenience Claim shall be entitled.

Litigation election and distributions. Within 10 business days of being notified of the final award determined by the Tort Claims Reviewer under the Trust Distribution Procedures, a Tort Claimant must elect in writing one of the following two alternatives:

- ***Treatment as a Distribution Plan Claim.*** A Tort Claimant who elects treatment as a Distribution Plan Claimant will receive payment from the Trust in the award amount determined by the Tort Claims Reviewer if such claimant is determined to be entitled to a distribution. Such a claimant waives his or her right to pursue a direct action against a Non-Settling Insurer. Any recovery by a Claimant on a Class 6 or Class 7 Claim is limited to the distributions from the Trust that the Tort Claims Reviewer determines the claimant is entitled to under the Trust provisions and such claimant is not entitled to collect personally or otherwise any additional amounts from any Protected Party, or from any Settling Insurer even if denied a distribution from the Trust.
 - The Trust, however, may elect to pursue insurance coverage for a Distribution Plan Claimant's claim, including amounts in excess of the payment to be provided as a Distribution Plan Claim, and recover amounts on such claim that should have been paid by Non-Settling Insurers. To do so, the Trustee may object and require litigation of such claim as well as litigate insurance coverage for such claim.

- ***Treatment as a Litigation Claim.*** A Tort Claimant who elects treatment as a Litigation Claimant retains the right to pursue (a) a monetary judgment against any Protected Party for such Tort Claim, and (b) a direct action against any Non-Settling Insurer to the extent allowed by applicable law. The Trustee may also pursue a recovery from a Non-Settling Insurer if the Tort Claimant obtains a monetary judgment against a Protected Party. As explained above, the Trustee may object to a claim and litigate such claim. Regardless, a Litigation Claimant's recovery on a Litigation Claim is limited as set forth in the Plan and Trust Agreement, which may be summarized as follows:
 - The Trustee will establish a reserve for payment of a claim held by a Litigation Claimant in the amount that would have been awarded if such claimant had proceeded as a Trust Distribution Claimant. This reserve is the exclusive source of payment of a Litigation Claim against Protected Parties and Settling Insurers.

- If the claimant obtains a judgment against a Protected Party and no Non-Settling Insurer is implicated, it will be satisfied by this reserve up to the reserve amount plus \$1,000.
- If a Non-Settling Insurer is implicated by the Litigation Claim, and either a settlement is reached with such Non-Settling Insurer or the Litigation Claimant obtains a judgment against a Protected Party and either the Trust or the Litigation Claimant obtains a recovery from any such Non-Settling Insurer as to that judgment, then the recovery will be turned over to the Trust for handling pursuant to the Plan. The recovery will first go to paying reasonable and agreed upon costs (including attorneys' fees) incurred in connection with pursuing such recovery. Any remaining amount will be divided 85% to the Trust and 15% to the Litigation Claimant if a settlement was obtained but before any judgment was obtained; or if a judgment is obtain or the resolution is obtained after the judgment on the Litigation Claim, 70% to the Trust and 30% to the Litigation Claimant.
- If the claimant fails to prosecute the claim to a final judgment or settlement or a final judgment is entered finding no liability by a Protected Party, the reserve amount will revert to the Trust and the Litigation Claimant shall have no recourse against the Trust, the Trustee, or any Protected Party or Settling Insurer.
- As of the Effective Date, all Litigation Claimants shall have the right to intervene into the Insurance Coverage Adversary Proceeding with respect to their interest in insurance policies issued by any Non-Settling Insurer.

If a Tort Claimant does not make the election to be treated as a Distribution Plan Claimant or a Litigation Claimant, he or she irrevocably will be treated as a Distribution Plan Claimant. A Tort Claimant may rescind the election to be treated as a Litigation Claimant in favor of being treated as a Distribution Plan Claimant by providing written notice to the Trustee. The Trustee has discretion to accept such rescission except that the Trustee shall consent to rescission if notice is given prior to entry of an order of dismissal or final judgment on the Litigation Claim in favor of the Debtor.

The Plan does not impose any obligation on any ~~Non-Settling~~ Insurer to provide a defense for, settle, or pay any judgment with respect to, any Claim, or grant to any Person any right to sue any Insurer directly, in connection with a Tort Claim or any Insurance Policy. All such rights with respect to insurance policies issued by Non-Settling Insurers shall be determined by and in accordance with the terms of ~~the~~those insurance policies and with applicable non-bankruptcy law.

Before any distribution is made to a Tort Claimant, the Trustee will determine whether any payment made pursuant to the Medicare Secondary Payer Act (MSPA) has been made to or on behalf of the Tort Claimant. If such a payment has been made, the Trustee shall reimburse the appropriate Medicare trust fund and submit any required information as set forth in detail in section 5.2(i) of the Plan.

The Trust will resolve, and to the extent required by contract or applicable law, pay all Channeled Claims. It is expected that Channeled Claims will not include contribution or indemnity claims by Protected Parties against each other, or subrogation claims by Protected Parties' Insurance Carriers, because such claims should be extinguished by virtue of the judgment reduction provisions, releases to be provided pursuant to the Plan, and the Plan's other provisions with the sole possible exception of claims for contribution for defense costs by a Non-Settling Insurer of a Protected Party against each other and such Protected Parties' Settling Insurers related to such Protected Party.

Class 7 Future Tort Claims Reserve Fund. Distributions on allowed Class 7 Claims are to be paid solely from the Future Tort Claims Reserve Fund (as opposed to the Trust res from which Class 6 Claim distributions are to be paid) in accordance with the timing and amounts set forth in the Trust Distribution Plan. The Future Tort Claim Reserve Fund will be dissolved on the seventh anniversary of the Effective Date and all such remaining funds shall be distributed to Class 7 Claimants based on the assessed value of their claim in accordance with the general assessment procedures. Any remaining funds will be distributed to all Tort Claimants based on the assessed value of claims unless there are insufficient funds to pay at least \$50 to each claimant, in which case the Trustee will donate such funds to a non-profit organization dedicated to helping survivors of childhood sexual abuse.

Claim Resolution Agreement. Before receiving a payment from the Trust, the Tort Claimant must sign a claim resolution agreement under which the claimant agrees to accept payment under the Trust Distribution Plan, agrees not to seek recovery of any kind for the claimant's Tort Claim from the assets of the Protected Parties or Settling Insurers except as provided in the Claim Resolution Agreement, and agrees to be bound by the Channeling Injunction set forth in the Plan, including the injunctive relief for the benefit of non-Debtor parties. A copy of the Claim Resolution Agreement form is attached as Exhibit E to the Plan.

Objections to Tort Claims. The Plan provides that any objection by the Debtor to a Class 6 Claim pending as of the Effective Date is deemed withdrawn without prejudice. Whether and the extent to which any Non-Settling Insurer who filed an objection prior to the Effective Date is entitled to have filed such objection and to continue to assert such objection after the Effective Date shall be determined by the Bankruptcy Court in accordance with applicable procedures. As of the Effective Date, the Trustee will have the exclusive right to object to a Class 6 or Class 7 Claim. The Reorganized Debtor shall have no right to object to a Class 6 or Class 7 Claim after approval of the Plan. Nothing in the Plan shall be intended to suggest that any Insurer has the right to require any Protected Party or the Trust to object to a claim.

Claim withdrawal. A Tort Claimant may withdraw his or her claim at any time on written notice to the Trustee. If withdrawn, the claim may not be reasserted and such claimant will still be subject to the discharge and channeling injunctions provided in the Plan. Any funds

distributed to the claimant must be returned to the Trust and any reserve maintained by the Trust for such claim will revert to the Trust.

Counseling Fund. As noted above, the Archdiocese will establish a Counseling Fund of \$500,000 to pay for counseling requested and approved pursuant to the Counseling Fund Process attached as Exhibit F to the Plan. Any funds remaining in the Counseling Fund at the end of seven years after Plan confirmation will be paid to the Trust.

4. Trust powers with respect to Tort Claims and Non-Settling Insurers

In furtherance of the Trust's purpose, the Trust, through an objection or other applicable procedure, may seek a binding determination of any Tort Claim, enter into a settlement of a Tort Claim allowed by applicable non-bankruptcy law including but not limited to settlements consistent with *Miller v. Shugart*, 316 N.W.2d 729 (Minn. 1982) or *Drake v. Ryan*, 514 N.W.2d 785 (Minn. 1994). The Trustee may use the Trust Assets, other than the Future Tort Claim Reserve and Counseling Fund, to prosecute litigation against the Non-Settling Insurers. If the Trust successfully resolves an insurance coverage dispute or otherwise receives a recovery of insurance proceeds relating to a Tort Claim, such proceeds shall become Trust Assets available to pay, and shall increase the amount available to pay, Tort Claims, pursuant to the Trust Distribution Plan. In such event, and on a periodic basis accumulating all such recoveries, the Trust shall make supplemental payments to Tort Claimants in accordance with the Trust Agreement and Trust Distribution Plan.

5. Non-Settling Insurers rights and obligations

If a claim is pursued by a Tort Claimant under the litigation option against a Protected Party or Non-Settling Insurer, or if the Trust asserts an objection to or otherwise seeks a judicial determination of liability as to a Tort Claim, then the Protected Parties, the Trust and each Non-Settling Insurer will retain all legal and factual defenses with respect to such claim and ~~all coverage defenses and rights~~, except as set forth in the Plan, all coverage defenses and rights as further detailed in the Plan. A Person may become a Settling Insurer after the Effective Date upon consent of the Trustee if the Bankruptcy Court approves the agreement between the Trustee and that Person as further detailed in the Plan.

The Plan provides that, solely for purpose of determining amounts payable by a Non-Settling Insurer, each Tort Claimant shall be deemed to have partially satisfied his or her Tort Claims against each Protected Party against whom the Tort Claims are asserted, and to have agreed to credit as payment of any judgment on such Tort Claims as to such Protected Party: i) amounts payable by such Protected Party that are not payable by any Settling Insurer or Non-Settling Insurer, including any retention; and ii) amounts that would be payable by an Archdiocesan Settling Insurer Entity or Parish Settling Insurance Entity in the absence of an Insurance Settlement Agreement and the Plan. Such Tort Claimant shall not seek recovery of any kind for his or her Tort Claims from the assets of any Protected Party or the Settling Insurer Entities. The Tort Claimant retains the right to recover from any Non-Settling Insurer under

insurance policies issued by such Insurer for the liability of a Protected Party for his or her Tort Claims; but only for the share of causal fault of a Protected Party covered under such insurance policy issued by a Non-Settling Insurer and then only to the extent such share is allocable to such insurance policy issued by a Non-Settling Insurer and only up to the limits of such insurance policy.

Estimations of Class 6 Claims for purposes of voting, and ~~assessment~~the determination of qualification, assignment of points and payment distributions of Class 6 and Class 7 Claims ~~by the Trust~~ under the Trust Distribution Plan, ~~are without~~shall not constitute an admission of liability by any Protected Party or the Trust with respect to such Claims; have any res judicata or collateral estoppel effect on any Protected Party, the Trust, Non-Settling Insurer or Tort Claimant; constitute a settlement, release, accord, satisfaction or novation of such Claims; be used by any third-party as a defense to any alleged joint liability; or otherwise prejudice ~~to the~~any rights of the Trust, Protected Parties, the Non-Settling Insurers and Claimants in all other contexts or forums; and shall not be deemed to ~~be~~constitute a determination of liability of any Protected Party for the purposes of determining whether or the extent to which such Protected Party is liable ~~and whether and~~for the purposes of implicating insurance coverage for the Tort Claims from Non-Settling Insurers, or the extent to which such claim is covered under any insurance policy of a Non-Settling Insurer. ~~The non-binding estimation for purposes of voting, and the assessment by the Trust under the Trust Distribution Plan, shall have no effect upon, or violate~~ any “no action” provisions contained in any insurance policy issued by a Non-Settling Insurer to the extent any such provision remains enforceable by a Non-Settling Insurer under applicable non-bankruptcy law. Rather, the liability of any Protected Party for the purpose of determining the Protected Party’s liability, and the amount owed by any Non-Settling Insurer on any Tort Claim, shall be determined: ~~(ix)~~ by the amount of any court judgment obtained by the Tort Claimant; or ~~(iiy)~~ through a settlement agreement to which such Non-Settling Insurer has consented, or if such Non-Settling Insurer has not consented, a settlement agreement which does not breach any duty of the Trustee, Debtor, or the Reorganized Debtor to the Non-Settling Insurer under the respective Insurance Policy or applicable law.

Solely with respect to the Non-Settling Insurers, nothing in the Plan, the Trust Agreement the Trust Distribution Plan, any confirmation order, or any other order of the Bankruptcy Court, to the contrary: (i) shall affect, impair, or prejudice the rights and defenses of any Insurer, any Protected Party, the Trust, or any other insureds under any insurance policy issued by a Non-Settling Insurer in any manner, including any defenses to any insurance claim; (ii) shall constitute a settlement or resolution of any Protected Party’s liability to a Tort Claimant; (iii) shall in any way operate to, or have the effect of, impairing or having any res judicata, collateral estoppel, or other preclusive effect on, any party’s legal, equitable, or contractual rights or obligations under any insurance policy ~~in any respect; (iv) shall be a determination of the reasonableness of the Plan or any Insurance Settlement Agreement incorporated into the Plan, in any way whatsoever; or (v)~~issued by a Non-Settling Insurer in any respect; or (iv) shall otherwise determine the applicability or nonapplicability of any provision of any insurance policy issued by a Non-Settling Insurer and any such rights and obligations shall be determined under ~~the~~that insurance policy and applicable law.

Notwithstanding the revesting of the Transferred Insurance Interests to the Trust, the Archdiocese will not be relieved of its continuing duties, if any, under any insurance policy issued by a Non-Settling Insurer (except as otherwise provided in any Insurance Settlement Agreement), and shall continue to perform such duties as required by applicable law. The Trust will perform such duties to the extent it is able and shall compensate the Archdiocese for all costs incurred by the Archdiocese in performing such duties.

6. Settling Insurers' rights and obligations

The rights of the parties under the Insurance Settlement Agreements shall be determined exclusively under the Insurance Settlement Agreement and those provisions of the approval orders and confirmation order implementing such agreements. The Insurance Settlement Agreements that have been executed to date are attached to the Plan as Exhibits G-1 through G-32 and are incorporated into the Plan by reference. The remaining Archdiocesan Settling Insurers are finalizing their agreements with the Archdiocese, which shall also be incorporated into the Plan by reference. The terms of the Settlement Agreements are binding on the Trust, the Debtor, the Reorganized Debtor, and all committees and parties in interest, and each of their successors.

The Plan states that the confirmation order will provide that within 10 days of the Effective Date, the Archdiocese and its Settling Insurers shall dismiss with prejudice their claims against each other in the Insurance Coverage Adversary Proceeding. Except to the extent that claims between Settling Insurers and Non-Settling Insurers are not rendered moot as a result of Confirmation of the Plan and Insurance Settlement Agreements, the ~~Archdiocese's~~ Settling Insurers and Non-Settling Insurers shall also dismiss and release the claims between ~~each other~~ them in the Insurance Coverage Adversary Proceeding with prejudice. The Archdiocese shall not be required to dismiss the Insurance Coverage Adversary Proceeding as against any Non-Settling Insurers.

Each Settling Insurer will pay its Insurance Settlement Amount to the Trust within the time set forth in each such Insurance Settlement Agreement.

~~AS FURTHER PROVIDED IN THE INSURANCE SETTLEMENT AGREEMENTS, THE plan provides that ALL CLAIMS AGAINST THE SETTLING INSURERS ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH: (1) THE CLASS 6 AND CLASS 7 CLAIMS; (2) ANY RELATED INSURANCE CLAIMS AGAINST THE SETTLING INSURERS; AND (3) THE SETTLING INSURER POLICIES TO THE EXTENT PROVIDED IN THE INSURANCE SETTLEMENT AGREEMENTS, ARE FULLY AND COMPLETELY RELEASED, REMISED, AND DISCHARGED BY ALL PERSONS WHO NOW HOLD OR IN THE FUTURE MAY HOLD SUCH CLAIMS.~~

Judgment Reduction. the plan provides that

~~THE PLAN ALSO PROVIDES THAT in any proceeding, suit, or action INVOLVING A PROTECTED PARTY OR THE TRUST ON ONE HAND AND ONE OR MORE NON-SETTLING INSURERS ON THE OTHER HAND IN WHICH a Non-Settling Insurer has asserted, asserts, or could assert any Related Insurance Claim against A Settling Insurer, then any judgment obtained against such Non-Settling Insurer will be automatically reduced by the amount, if any, that THE SETTLING INSURERS would have been liable to pay such Non-Settling Insurer as a result of that insurer's Related INSURANCE CLAIM BY such Non-Settling Insurer AGAINST SUCH SETTling INSURER.~~

in any proceeding, suit, or action to recover or obtain insurance coverage or proceeds from a non-settling insurer for a tort claim, if a Non-Settling Insurer has asserted, asserts, or could assert any Related Insurance Claim against an Archdiocesan Settling Insurer Entity or Parish Settling Insurer Entity, then any judgment obtained against such Non-Settling Insurer will be automatically reduced by the amount, if any, that such Archdiocesan Settling Insurer Entity or Parish Settling Insurer Entity would have been liable to pay such Non-Settling Insurer as a result of that insurer's Related contribution and Insurance Claim. To effectuate this clause in any action against a Non-Settling Insurer, the Trust, Protected Party, or Tort Claimant, as applicable, shall obtain a finding from the court in which such proceeding, suit, or action is pending of the amount, if any, such Archdiocesan Settling Insurer Entity or Parish Settling Insurer Entity would have been required to pay such Non-Settling Insurer under its Related Contribution and Insurance Claim, before entry of judgment against such Non-Settling Insurer. Upon entry of the judgment, the Trust, Protected Party, or Tort Claimant shall reduce the amount of the judgment accordingly immediately. The foregoing shall be the non-Settling Insurer's sole remedy if, notwithstanding the foregoing, a court refuses to reduce the liability of the Non-Settling Insurer, then once the order establishing the archdiocesan Settling Insurer entity's or parish settling insurer entity's liability for the Related Contribution and Insurance Claim is a Final Order, the Trust shall promptly indemnify and hold harmless the archdiocesan Settling Insurer entity or parish settling insurer entity for such amount of such Related Contribution and Insurance Claim.

As provided in the Insurance Settlement Agreements, each Settling Insurer agrees that it will not pursue any Related Insurance Claim that it might have against any Non-Settling Insurer who does not assert a Related Insurance Claim against a corresponding Archdiocesan Settling Insurer Entity or Parish Settling Insurer Entity.

As provided in the Insurance Settlement Agreements, the Trustee shall use its best efforts to obtain, from all Non-Settling Insurers with which he/she executes a settlement after the Effective Date, agreements similar to those contained in this Section.

The Plan outlines additional terms regarding additional documentation and non-material modifications to the settlements as well as the Trust's obligation after the Effective Date to defend, indemnify and hold harmless the Archdiocesan Settling Insurer Entities and Parish

Settling Insurer Entities with respect to claims relating to insurance policies issued by such parties.

7. Catholic entity/other insured entity waiver/consent/fees.

~~AS NOTED ABOVE~~The Plan provides that, in consideration of the releases and Channeling Injunction and other covenants set forth ~~HEREIN~~in the Plan, subject to the occurrence of the Effective Date, each of the Catholic Entities treated as Protected Parties under the Plan:

~~(A) — WAIVE~~

(1) Except as otherwise provided in the Plan, irrevocably and RELEASE AS unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests they have or might have now or in the future against the ARCHDIOCESE other Protected Parties, the Reorganized Debtor, the Settling Insurer Entities, and each other with respect to any and all THIRD PARTY Related Insurance Claims, any contribution and indemnity claims arising from or relating to Class 6 and Class 7 Claims, and any Parish Settling Insurer Entity Policies and any Archdiocesan Settling Insurer Entity Policies; and

~~(B) — CONSENT to the sale of such Entity's interests, if any, in the Insurance Policies and CERTIFICATES OF ANY applicable SETTLING INSURER~~

(2) Consents to the sale of such Catholic Entity's interests, if any, in the Parish Insurance Policies and the Archdiocesan Insurance Policies in accordance with the applicable Insurance Settlement Agreement and to the contribution of the proceeds from such sales and settlements to the Plan Implementation Account or the Trust, as provided in the Plan.

In addition, in consideration of the releases and Channeling Injunction and other covenants set forth herein, subject to the occurrence of the Effective Date, each of the Other Insured Entities:

(1) Irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests they have or might have now or in the future against the other Protected Parties, the Reorganized Debtor, the Archdiocesan Settling Insurer Entities with respect to the Archdiocesan Settling Insurer Entity Policies, the Parish Settling Insurer Entities with respect to the Parish Settling Insurer Entity Policies, and each other with respect to any and all Related Insurance Claims, any contribution and indemnity claims arising from or relating to Tort Claims; and

(2) Consents to the sale of such Other Insured Entity's interests, if any, in the Archdiocesan Insurance Policies in accordance with the applicable Insurance Settlement Agreement and to the contribution of the proceeds from such sales and settlements to the TRUST TO THE EXTENT Plan Implementation Account or the Trust, as provided in the Plan.

The ~~REORGANIZED-DEBTOR~~Trust will indemnify any Catholic Entity or Other Insured Entity for all reasonable attorneys' fees and costs (pre-approved by the Trust) incurred by such Catholic Entity or Other Insured Entity in upholding, defending or enforcing the protection of the Channeling Injunction.

In addition, the Plan provides that in consideration of the payments to be made by the Archdiocesan Settling Insurers and other consideration provided by each Archdiocesan Settling Insurer, upon payment by each Archdiocesan Settling Insurer of its respective settlement amount, the Archdiocese Parties irrevocably and unconditionally, without limitation, release, acquit, forever discharge, and waive any Interests they have or might have now or in the future (a) under the Archdiocesan Settling Insurer Entity Policies or Parish Settling Insurer Entity Policies; (b) against the Settling Insurer Entities with respect to any Channeled Claim; and (c) against the Catholic Entities and Other Insured Entities with respect to any Channeled Claim.

F. General Trust provisions

The Trust shall not be deemed to be the same legal entity as the Archdiocese, but only the assignee of certain assets and liabilities of the Archdiocese and a representative of the Estate for delineated purposes within the meaning of Section 1123(b)(3) of the Bankruptcy Code. The Trust is expected to be tax exempt.

1. Trust allocations, distributions, and payments

The following distributions and payments will be made from the general corpus of the Trust:

- Distributions on Class 6 Claims as determined by the Tort Claims Reviewer in accordance with the Plan, the Trust Agreement, and the Trust Distribution Plan -- The Trustee shall use the GIF Contribution Amount to pay defense and indemnity as contemplated under the General Insurance Fund Program for Tort Claims where the Abuse took place or is alleged to have taken place after September 1, 1980. Such obligation shall not diminish or relieve any Non-Settling Insurer which issued Insurance Policies effective on or after September 1, 1980 from any obligations under such Insurance Policies;
- Fees payable to the Tort Claims Reviewer for review of Class 6 Claims;
- All fees, costs and expenses of administering the Trust as provided in the Plan and the Trust Agreement including (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Assets of the Trust; (ii) to pay reasonable administrative expenses (including any taxes imposed on the Trust and any professionals' fees); and (iii) to satisfy other liabilities incurred by the Trust in accordance with the Plan or the Trust Agreement; and

- Any indemnity to Settling Insurers for any liability for Related [Contribution and Insurance Claims](#), as provided under the terms of the Plan.

The Trust shall also establish a Future Tort Claim Reserve Fund, funded with 5% of the initial deposit of assets into the Trust, for payment of Future Tort Claim amounts in accordance with the Trust provisions. Fees payable to the Tort Claims Reviewer for review of Class 7 Claims shall be paid from the Future Tort Claims Reserve Fund.

2. Trustee

Trustee selection. The initial Trustee shall be identified in a supplement to the Plan to be filed by the Archdiocese fourteen days prior to the confirmation hearing. The Trustee shall be appointed by the Bankruptcy Court in the confirmation order and shall commence serving as the Trustee on the Effective Date; provided, however, that the Trustee shall be permitted to act in accordance with the terms of the Trust Agreement from such earlier date as authorized by the Archdiocese, through the Effective Date and shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and the Plan.

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

Notwithstanding the foregoing, the Archdiocese, the Reorganized Debtor and the Trust acting for itself and on behalf the Estate, shall be deemed to have waived, effective upon the Effective Date: (1) any and all claims under Sections 547, 548, 549 and 550 of the Bankruptcy Code for the recovery of any sums paid to any Person who provided goods and services to the Archdiocese in the ordinary course of business prior to the Effective Date; (2) any and all claims and Causes of Action against any Protected Parties (i) seeking the substantive consolidation of the Archdiocese and any such Protected Party or an order deeming any such Protected Party and the Archdiocese to be an "alter-ego" of the other or any other similar claim or Cause of Action; (ii) to avoid, set aside or recover any payment or other transfer made to any Protected Party

under Sections 547, 548, 549, and 550 of the Bankruptcy Code; and (iii) any proceeding to avoid or set aside any interest of a Protected Party in property under Section 544 of the Bankruptcy Code.

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

To evidence the beneficial interest in the Trust of each holder of such an interest, the Trustee shall maintain a registry of Beneficiaries.

Any transfer of an interest in the Trust shall not be effective until and unless the Trustee receives written notice of such transfer.

Medicare reporting. It is the Archdiocese's position that neither the Protected Parties, the Trust, nor the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other claim liquidations by the Trust, under the reporting provisions of the MSPA or the Medicare, Medicaid, and SCHIP Extension Act of 2007. As set forth in detail in the Plan, if such lack of obligation is not confirmed, the Trust shall act as a reporting agent for the Protected Parties and Settling Insurers in accordance with the provisions of the Plan. The Trust shall also defend, indemnify and hold harmless the Protected Parties and Settling Insurers from any claims in respect of Medicare Claims reporting and payment obligations in connection with Tort Claims and any claims related to the Trust's reporting obligations, if any.

3. Termination

The Plan provides that the Trust shall terminate after its liquidation, administration and distribution of the Trust Assets and its full performance of all other duties and functions. The Trust shall terminate no later than the later of: (i) 12 months after the termination of the Insurance Litigation, or (ii) the seventh anniversary of the Effective Date.

4. Immunity; liability; indemnification.

Immunity. The Plan provides that neither the Reorganized Debtor or its respective member, designees, or professionals, nor the Trustee or any duly designated agent or representative of the Trustee, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent, or representative of such Trustee, ~~other than~~ for except that the Trustee shall be liable for its specific acts or omissions resulting from such Trustee's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty.

Liability. The Plan provides that no recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant or other professional retained in accordance with the terms of this Trust Agreement or the Plan

by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trustee in implementation of this Trust Agreement or the Plan, or by reason of the creation of any indebtedness by the Trustee under the Plan for any purpose authorized by this Trust Agreement or the Plan. All such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trustee may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had against (a) the Trustee's bond or applicable insurance coverage, and, (b) to the extent not covered by such bond, directly against the Trustee.

Indemnification. The Plan provides that the Trust shall defend, indemnify and hold harmless the Trustee, its officers, directors, agents, representatives, and employees to the fullest extent allowed against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties under the Plan, provided that the Trustee shall not be indemnified or defended in any way for any liability, expense, claim, damage or loss for which they are ultimately liable based on specific acts or omissions resulting from such Trustee's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty. Additionally, the Debtor, the Reorganized Debtor, and each of their respective agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative or arbitral action, by reason of any act or omission of the Debtor or Reorganized Debtor, or respective agents, with respect to (i) the Reorganization Case and any act or omission undertaken by them prior to the commencement thereof, (ii) the assessment or liquidation of any Class 6 and Class 7 Claims, (iii) the administration of the Trust and the implementation of the Trust Distribution Plan, or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent allowed, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Debtor or Reorganized Debtor, and their respective professionals, officers, and directors, in connection with or resulting from such action, suit or proceeding, if he or she acted in good faith and in a manner he or she believed to be in, or not opposed to, the best interests of the holders of Class 6 and Class 7 Claims.

G. Plan implementation

The Archdiocese proposes that the Plan be implemented and consummated pursuant to Section 1123 of the Bankruptcy Code on and after the Effective Date.

1. Plan funding

Ordinary course post-Effective Date Archdiocese operations will continue to be paid from ordinary operating income of the Archdiocese. Class 6 and Class 7 Claim distributions will

be funded by the Trust pursuant to the terms of the Plan and the Trust Agreement. All other claims will be addressed in accordance with the terms of the Plan from non-restricted Archdiocese assets.

2. Continuation of future claims representative

~~If a Future Claimant Representative is appointed prior to the Effective Date, then~~ Notwithstanding the entry of the confirmation order or the occurrence of the Effective Date, the Future Claimant Representative shall continue until ~~he or his successor resigns or~~ the funds in the Future Claimant Reserve Fund are completely distributed as provided in Section 4.87 of the Plan, the Trust Distribution Plan, or as directed by a future order of the Court, or otherwise. In the absence of a Future Claimant Representative, the Trustee shall act on behalf of Class 7 Claimants in accordance with the Plan and Trust Agreement.

3. Retention of jurisdiction

The Plan provides that the Bankruptcy Court will retain jurisdiction over the Chapter 11 case, including matters concerning the interpretation, implementation, consummation, execution or administration of the Plan. The Plan also provides that the Archdiocese, Reorganized Debtor or Trustee may commence adversary proceedings to collect amounts owed pursuant to the Plan. The continued operation of the Trust will not prevent the Bankruptcy Court from closing the Chapter 11 case.

4. Unclaimed property

The Plan provides that property distributed by the Debtor or the Trust that remains unclaimed for ninety days after distribution shall vest in and be transferred and delivered to the party making such distribution. In that event, the person's claim to the unclaimed distribution will no longer be deemed an allowed claim and such person will be deemed to have waived any right to such payment or distribution under the Plan and shall not participate in further distributions with respect to that claim.

H. Continuation of Insurance Policies

All known Archdiocese Entity Insurance Policies are listed on Exhibit I to the Plan. ~~Subject to~~ Except as set forth in the Insurance Settlement Agreements and the Plan, all Archdiocese Entity Insurance Policies shall, as applicable, either be deemed assumed by the Reorganized Debtor pursuant to Sections 365, 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code to the extent such Archdiocese Entity Insurance Policy is or was an executory contract of the Archdiocese, or continued in accordance with its terms pursuant to Section 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Insurance Policy is not an executory contract of the Archdiocese, such that each of the parties' contractual, legal, and equitable rights under each such Archdiocese Entity Insurance Policy shall remain unaltered. To the extent that any or all of the Archdiocese Entity Insurance Policies are considered to be executory contracts, then the Plan shall constitute a motion to assume such Archdiocese Entity Insurance Policies in connection

with the Plan. Subject to the occurrence of the Effective Date, the confirmation order shall approve such assumption pursuant to §§ 365(a), 1123(a)(5)(A), and 1123(b)(2) of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtor, the Estate, and all parties in interest in this Chapter 11 case. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Archdiocese existing as of the Effective Date with respect to any Archdiocese Entity Insurance Policy. The Archdiocese reserves the right to seek rejection of any Archdiocese Entity Insurance Policy or other available relief prior to the Effective Date.

I. Procedures for Claims administration other than Tort Claims

1. Objection to Claims

Prior to the Effective Date, the Archdiocese shall be responsible for pursuing any objection to the allowance of any claim. From and after the Effective Date, the Reorganized Debtor or the Trustee, as applicable, will retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving and making distributions, if any, with respect to all claims (including those claims that are subject to objection by the Archdiocese as of the Effective Date), provided, however, that nothing in this Section shall affect the right of any party in interest (including the Reorganized Debtor and the Trustee) to object to any claim to the extent such objection is otherwise permitted by the Bankruptcy Code, the Bankruptcy Rules, and the Plan. Further, nothing in this Section shall prohibit the Trustee from objecting to or establishing procedures for the allowance or treatment of Tort Claims.

2. Determination of Claims

Claims other than Tort Claims for which a timely proof of claim or request for payment motion was filed may be determined and liquidated in one or more of the ways listed in the Plan. Any claim so determined and liquidated shall be deemed an allowed claim for such liquidated amount and shall be satisfied in accordance with the Plan. Nothing in this section constitutes a waiver of any claims, rights, interests or causes of action that the Debtor, the Reorganized Debtor or the Trust may have against any Person in connection with any claim.

No payment or distribution will be made with respect to a Disputed Claim unless and until all objections to such claim have been settled or withdrawn or have been determined by a Final Order and the Disputed Claim has become an allowed claim.

3. Claim estimation

To effectuate distributions pursuant to the Plan and avoid undue delay in the administration of the Chapter 11 case, with respect to Disputed Claims, the Archdiocese (if prior to the Effective Date) and the Reorganized Debtor or the Trustee (on and after the Effective Date), after notice and a hearing (which notice may be limited to the holder of such Disputed Claim), shall have the right to seek an order of the Bankruptcy Court or the District Court,

pursuant to § 502(c) of the Bankruptcy Code, estimating or limiting the amount of (i) property that must be withheld from or reserved for distribution purposes on account of such Disputed Claim(s), (ii) such claim for allowance or disallowance purposes; or (iii) such claim for any other purpose permitted under the Bankruptcy Code; provided, however, that the Bankruptcy Court or the District Court, as applicable, shall determine (i) whether such claims are subject to estimation pursuant to Section 502(c) of the Bankruptcy Code and (ii) the timing and procedures for such estimation proceedings, if any, such matters being beyond the scope of the Plan. The Debtor intends to file such a motion in this case.

J. Distributions under the Plan

The Reorganized Debtor will make the cash payment required by the Plan to the Trust outlined above. As soon as practicable after the Effective Date, the Reorganized Debtor will make the payments required by the Plan to the holders of the claims to be paid directly by the Archdiocese under the Plan.

The Reorganized Debtor or the Trustee, as applicable, may, to the extent permitted under applicable law, set off against any allowed claim and the distributions to be made pursuant to the Plan on account of such allowed claim, the claims, rights and Causes of Action of any nature that the Reorganized Debtor or the Trustee, as applicable, may hold against the holder of such allowed claim that are not otherwise waived, released or compromised in accordance with the Plan; provided, however, that neither such a setoff nor the allowance of any claim hereunder shall constitute a waiver or release by the Reorganized Debtor or the Trustee, as applicable, of any such claims, rights, and Causes of Action that the Reorganized Debtor or the Trustee, as applicable, possesses against such holder.

With very limited exceptions identified in the Plan, post-petition interest does not accrue on any claim and no claimant shall be entitled to such interest. In addition, no interest shall accrue or be paid on any Disputed Claim for the period from the Plan Effective Date to the date of a final distribution on such claim, if any.

IX. PLAN EFFECTIVENESS

The Plan can be confirmed under section 1129(a) of the Bankruptcy Code, or in a non-consensual manner under section 1129(b) of the Bankruptcy Code.

A. Conditions to occurrence of Effective Date

The Plan will not become effective unless and until the following conditions have been satisfied or waived by the Debtor: (1) a final Confirmation Order shall have been entered, (2) the Archdiocese, the Catholic Entities and the [Other Insured entities, as applicable, and the Settling Insurers](#) ~~listed in Exhibit L to the Plan~~ shall have executed their respective Insurance Settlement Agreements and the Bankruptcy Court shall have [approved issued a final order approving](#) the

same; (3) the Trust shall have been formed; (4) the Trustee's appointment ~~of the Trustee~~ shall have been approved by order of the Bankruptcy Court.

The Reorganized Debtor shall file a notice of Effective Date with the Bankruptcy Court within seven days after the occurrence of the Effective Date.

The Debtor, with the Committee's consent, may waive any of the conditions to the Effective Date other than the entry of a final Confirmation Order by the Bankruptcy Court.

B. Non-occurrence of Effective Date

If the Plan is not substantially consummated, the Plan will be null and void and nothing contained in the Plan or Disclosure Statement will (i) constitute a waiver or release of any Claims by or against the Archdiocese; (ii) prejudice in any way the rights of the Archdiocese ~~or~~ the Trust or settling insurers; (iii) constitute an admission, acknowledgement, offer or undertaking by the Archdiocese or settling insurers; or (iv) be admissible in any action, proceeding or case against the Archdiocese.

X. EFFECTS OF CONFIRMATION

Confirmation of the Plan will have the following effects, including the discharge of the Debtor, and the institution of various injunctions as described below.

A. Dissolution of the Committees

On the Effective Date, the Committees shall dissolve automatically, whereupon its members, Professionals and agents shall be released from any further duties and responsibilities in this Chapter 11 case and under the Bankruptcy Code, except that the Parish Committee will continue to consult with the Archdiocese with respect to the GIF contribution to the Trust and all committee members and professionals shall continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), and protective orders entered during this Chapter 11 case.

B. Discharge Injunction

The plan provides the following discharge injunction for the debtor: Except as otherwise expressly provided in the Plan or in the confirmation order, on the Effective Date, pursuant to Section 1141(d) of the Bankruptcy Code, the Archdiocese shall be discharged from any and all claims that arose prior to the Effective Date, including interest, if any, regardless of whether it is alleged to have accrued before or after the Petition Date (each "Discharged Claim"). For the avoidance of doubt, "Discharged Claim" includes any disallowed claim. All Persons who have held or asserted, hold or assert, or may in the future hold or assert a Discharged Claim shall be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Discharged Claim, including: (i)

commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Discharged Claim against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor; (ii) seeking the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor, with respect to any Discharged Claim; (iii) creating, perfecting, or enforcing any encumbrance or lien of any kind against the Archdiocese, the Reorganized Debtor, or property of the Reorganized Debtor with respect to any Discharged Claim; (iv) asserting any setoff right of contribution, indemnity, subrogation, or recoupment of any kind against any obligation due to the Reorganized Debtor with respect to any Discharged Claim; and (v) taking any action, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the Plan. Tort Claimants and the Trust shall be permitted to name the Archdiocese in any proceeding to resolve whether the Archdiocese has liability for Tort Claims and the amount of any such liability, solely for the purpose of obtaining Insurance Coverage from Non-settling Insurers. But the foregoing injunction on enforcement, attachment, collection and recovery shall nonetheless apply except as to the Insurance Policies issued by Non-Settling Insurers identified in the plan. In the event any Person takes any action that is prohibited by, or is otherwise inconsistent with the provisions of this injunction, the Plan or confirmation order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the claim of such Person is asserted will automatically be transferred to the Bankruptcy Court or the District Court for enforcement of the Plan. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing. The discharge hereunder shall not limit in any way the obligations of Non-Settling Insurers to defend and pay the Archdiocese's liability for ~~TORTS~~Tort Claims under Insurance Policies issued to the Archdiocese by Non-Settling Insurers.

C. Channeling Injunction

~~In consideration of the PROMISES, OBLIGATIONS, AND PAYMENTS OF THE ARCHDIOCESE, THE REORGANIZED DEBTOR, the CATHOLIC Entities, and the Settling INSURERS under the Plan, their CONTRIBUTION to the Trust, and pursuant to their respective settlements with the Debtor, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.2 OF THIS PLAN, AND SOLELY TO THE EXTENT ALLOWED THEREIN,~~

The Plan provides the following channeling injunction preventing prosecution of claims against Protected Parties and Settling Insurer Entities: In consideration of the undertakings of the Protected Parties, the Archdiocesan Settling Insurer Entities, and the Parish Settling Insurer Entities under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the Archdiocese, the Archdiocesan Settling

Insurer Entities, and the Parish Settling Insurer Entities, and pursuant to section 105 of the Bankruptcy Code:

(a) any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust agreement as the sole and exclusive remedy for all holders of Channeled Claims; and

(b) all Persons who have held or asserted, hold or assert, or may in the future hold or assert any ~~TORT CLAIM ARISING PRIOR TO THE EFFECTIVE DATE, AND ANY~~ Channeled ~~CLAIM, SHALL BE FOREVER BARRED AND~~ Claims are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, ~~PURSUING, OR~~ enforcing, ~~SUCH TORT CLAIM or attempting to assert or enforce any~~ Channeled Claim against ~~ANY~~the Protected ~~PARTY~~Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities, including: ~~(A) FOR DAMAGES OF ANY TYPE, INCLUDING BODILY INJURY, PERSONAL INJURY, EMOTIONAL DISTRESS, WRONGFUL DEATH,~~

~~or LOSS OF CONSORTIUM; (B) FOR EXEMPLARY OR PUNITIVE DAMAGES; (C) FOR ATTORNEYS' FEES AND OTHER EXPENSES, FEES, OR COSTS; (D) any INTEREST ON TORT CLAIMS OR CHANNELED CLAIMS ALLOWED BY LAW; (E) against the property of any of the Protected Parties OR SETTLING INSURERS;~~

(1) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or against the property of any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities;

~~or (F) FOR ANY REMEDY AT LAW or IN EQUITY WHATSOEVER, HERETOFORE, NOW or HEREAFTER ASSERTED AGAINST ANY~~

(2) enforcing, attaching, collecting or recovering, by any manner or means, from any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities, or the property of any of the Protected Parties or Settling Insurer Entities, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities, or any other Person;

(3) creating, perfecting or enforcing any lien of any kind relating to any Channeled Claim against any of the Protected Parties, the Archdiocesan Settling Insurer Entities, or the Parish Settling Insurer Entities, or the property of the Protected Parties or the Settling Insurer Entities; and

(4) asserting, implementing or effectuating any Channeled Claim of any kind against:

(i) any obligation due any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities;

(ii) any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities; or

(iii) the property of any of the Protected Parties, Archdiocesan Settling Insurer Entities, or Parish Settling Insurer Entities.

Protected Party:

For the avoidance of doubt, Tort Claimants can proceed under Section 5.2 of the Plan, solely to the extent provided therein. Tort Claimants and the Trust shall be permitted to name the Archdiocese and any other Protected Party in any proceeding to resolve whether the Archdiocese or such other Protected Party has liability for a Tort Claim, and the amount of any such liability, solely for the purpose of obtaining Insurance Coverage from Non-Settling Insurers under the Non-Settling Insurer Policies. The foregoing injunction on enforcement, attachment, collection and recovery shall apply except as to the Non-Settling Insurers. In the event a Tort Claimant obtains a judgment against the Archdiocese, which by statute becomes a lien against real estate, the Tort Claimant shall, immediately upon request of the Reorganized Debtor, execute a release of such lien.

The foregoing channeling injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the ~~TORT CLAIMS AND~~ Channeled Claims as provided in ~~THIS SECTION 13~~ the Plan shall inure to the benefit of the Protected Parties ~~AND, Archdiocesan Settling INSURERS,~~ Insurer Entities, and Parish Settling Insurer Entities. In a successful action to enforce the ~~INJUNCTIVE PROVISIONS OF THIS SECTION~~ channeling injunction 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.

D. Exculpation; limitation of liability

From and after the Effective Date, none of the Exculpated Parties, as defined in the Plan, shall have or incur any liability for, and each Exculpated Party shall be released from, any claim, Cause of Action or liability to any other Exculpated Party, to any holder of a claim, or to any other party in interest, for any act or omission that occurred during and in connection with this Chapter 11 case or in connection with the preparation and Filing of this Chapter 11 case, the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, and the administration of the Plan or the property to be distributed under the Plan, except for claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Archdiocese and its officers, members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Section 1125(e) of the Bankruptcy Code and the channeling injunction.

E. Settling Insurer Supplemental Injunction

The Plan provides the following supplement injunctions preventing prosecution of claims against Archdiocesan settling insurer entities, parish settling insurer entities, and protected parties: Pursuant to sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including ~~ANY OF~~ the Settling Insurers' ~~PURCHASE~~purchases of insurance policies from the Archdiocese, Other Insured Entities, and Catholic Entities pursuant to section 363(f) of the Bankruptcy Code, any and all Persons who have held, now hold or who may in the future ~~MAY~~ hold any Interests (including all ~~DEBTHOLDERS,~~debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, perpetrators, ~~NON-SETTLING~~other insurers, and all others holding Interests of any kind or nature whatsoever, including those claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Protected Parties, the Archdiocesan Settling INSURERS, OR Insurer Entities, and the Parish Settling INSURERS' Insurer Entities, or any Person insured by any of the Archdiocesan Settling Insurer Entities or Parish Setting Insurer Entities under the Archdiocesan Settling Insurer Entity Policies, WHICH, or Parish Settling Insurer Entity Policies to the extent such Interests arise from the same injury or damages asserted in connection with a Tort Claim, or that directly or indirectly arise from, relate to, or are in connection with any of the Archdiocesan Settling Insurer Entity Policies and Parish Settling Entity Policies, any Tort ~~CLAIMS~~Claim, Claim Nos. 502, 503, and 668, Class 3 Claims, Class 13 Claims, Class 14 Claims, or any Related Insurance ~~CLAIMS,~~Claim are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the ~~SETTLING INSURERS, PROTECTED PARTIES, AND THE POLICIES~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, any Person insured by any of the Archdiocesan Settling Insurer Entities or Parish Settling Insurer Entities to the extent such Interests arise from the same injury or damages asserted in connection with a Tort Claim, the Archdiocesan Settling Insurer Entity Policies, Parish Settling Insurer Entity Policies, or the Protected Parties, including:

(a) Commencing or continuing in any manner any action or other proceeding against the Archdiocesan Settling INSURERS Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties or the property of the ~~SETTLING INSURERS~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties;

(b) Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Archdiocesan Settling INSURERS Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties or the property of the ~~SETTLING INSURERS~~Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties;

(c) Creating, perfecting, or enforcing any lien of any kind against the Archdiocesan Settling INSURERS Insurer Entities, Parish Settling Insurer Entities,

or the Protected Parties or the property of the ~~SETTLING INSURERS~~ Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties;

(d) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Archdiocesan Settling ~~INSURERS~~ Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties or the property of the ~~SETTLING INSURERS~~ Archdiocesan Settling Insurer Entities, Parish Settling Insurer Entities, or the Protected Parties; and

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

Notwithstanding the foregoing, nothing in the supplemental injunction section of the Plan shall be construed to include any Claim (“Order Claim”) against a religious order that is not a Protected Party (collectively, the “Orders”) or any Claim by any of the Orders for insurance coverage in connection with an Order Claim under an insurance policy other than the Archdiocesan Settling Insurer Entity Policies or Parish Settling Insurer Policies.

All such claims shall be channeled to the Trust. This injunction shall not apply to: (i) claims for insurance from the Catholic Mutual Relief Society under policies issued by the Catholic Mutual Relief Society to the Archdiocese as the Named Insured on or after September 1, 1986, except as provided in the Insurance Settlement Agreement attached ~~HERETO~~ as part of Exhibit G-3 to the Plan; or (ii) any reinsurance claim~~---~~.

F. Insurance Settlement Agreement Injunction

The Plan provides that any injunction, discharge, or release contained in an Insurance Settlement Agreement is (a) incorporated in all respects into the Plan ~~BY REFERENCE, IS~~ (b) deemed fully set forth in the Plan, IS (c) approved, and IS (d) in addition to the injunctions, discharges and releases expressly set forth in the Plan.

G. Timing

The injunctions, releases, and discharges to which ~~a~~ any Settling Insurer Entity is entitled pursuant to such Insurance Settlement Agreement, the Plan, the confirmation order, the Approval Orders, and the Bankruptcy Code shall only become effective when the Trust receives payment in full from ~~that~~ the corresponding Settling Insurer Entity pursuant to the terms of that Settling ~~Insurer’s~~ Insurer Entity’s Insurance Settlement Agreement, and the other provisions set forth in Article XII of the Plan are fully met.

XI. THE REORGANIZED DEBTOR

A. Continued Existence

The Archdiocese will, as the Reorganized Debtor, continue to exist after the Effective Date as a separate entity in accordance with the applicable laws of the State of Minnesota, 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.

The Reorganized Debtor shall be entitled to seek such orders, judgments, injunctions, rulings, and other assistance as it deems necessary to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan.

B. Vesting of Assets

In accordance with Sections 1141 and 1123(a)(5) of the Bankruptcy Code, except as otherwise provided in the Plan or Confirmation Order, the Reorganization Assets will vest in the Reorganized Debtor on the Effective Date free and clear of all liens, Claims and interests of Creditors, including successor liability Claims. On and after the Effective Date, the Reorganized Debtor may operate and manage its affairs and may use, acquire and dispose of property without notice to any Person and without supervision or approval by the Bankruptcy Court and free of any bankruptcy restrictions other than those expressly imposed by the Plan or Confirmation Order.

C. Management of Reorganized Debtor

The Reorganized Debtor will continue to be managed by current management as set forth below. These individuals are familiar with the Debtor’s affairs and operations and are well suited to continue the Debtor’s mission. The persons proposed to serve as directors and officers of the Reorganized Debtor are identified in Exhibit J to the Plan and are as follows:

Name	Title
Most Reverend Bernard A. Hebda	Archbishop
Most Reverend Andrew Cozzens	Auxiliary Bishop
Very Reverend Charles V. Lachowitz	Moderator of the Curia
Joseph Kueppers	Chancellor for Civil Affairs
Thomas Mertens	Chief Financial Officer
John F. Bierbaum	Board of Directors - member
Peter Daly, M.D.	Board of Directors - member
Karen Rauenhorst	Board of Directors - member
Rev. Stephen Ulrick	Board of Directors - member
Brian Short	Board of Directors - member

Compensation of officers will be in accordance with prepetition practices. Board members do not receive monetary compensation from the Archdiocese.

XII. MISCELLANEOUS PLAN PROVISIONS

The Plan contains several other provisions consistent with the requirements of Chapter 11 of the Bankruptcy Code. Miscellaneous Plan provisions not already addressed are as set forth below.

A. Rejection of Unassumed Executory Contracts

Confirmation of the Plan will constitute assumption of the executory contracts and unexpired leases listed on Exhibit H to the Plan. Except for any executory contract (i) that was previously assumed or rejected by an order of the Bankruptcy Court (including the confirmation order) or otherwise pursuant to section 365 of the Bankruptcy Code; (ii) that is subject to a pending motion to assume or reject before the Bankruptcy Court, (iii) that is expressly assumed in the Plan; or (iv) that is listed on Exhibit H to the Plan, each pre-Petition Date executory contract that has not previously expired or terminated, shall be rejected, effective as of the confirmation date. Except as otherwise provided, no cure payment shall be required by the Archdiocese in connection with the assumption and assignment of any contract assumed and assigned.

B. Executory contract rejection claims

Claims asserted by a creditor arising from the rejection of an executory contract must be filed no later than the first business day which is thirty days after the Confirmation Date or the first business day that is thirty days after entry of the Final Order of the Bankruptcy Court approving rejection, if such Final Order is entered after the Confirmation Date. Every such Claim which is timely filed, as and when it becomes an Allowed Claim, will be treated under Class 12 of the Plan. Every such Claim not timely filed by the deadline will be forever barred, unenforceable, and discharged, and the creditor holding the Claim will not receive or be entitled to any distribution under the Plan on account of such Claim.

C. Indemnification of members, managers, officers, and employees

The obligation of the Archdiocese to indemnify any individual serving at any time on or prior to the Effective Date, as one of its officers, employees, council members or volunteers by reason of such individual's service in such capacity, to the extent provided in any of the Archdiocese's constituent documents or by a written agreement with the Debtor or under the laws of the State of Minnesota pertaining to the Archdiocese, will be deemed and treated as Executory Contracts that are assumed by the Reorganized Debtor, pursuant to the Plan and Bankruptcy Code section 365 as of the Effective Date. Notwithstanding the foregoing, under no circumstances will the Archdiocese or the Reorganized Debtor assume or be responsible for any alleged indemnification of any party against whom the Archdiocese has determined or may, in

the future, determine, that there are credible allegations of Abuse asserted against such entity or such entity has or may have engaged in come other conduct that would excuse the Reorganized Debtor from providing any indemnification to such Entity.

D. Lease claim indemnity

The Reorganized Debtor will fully indemnify the Debtor's estate, and any successor to the Debtor's estate, including but not limited to any trust formed for the benefit of creditors, from and for any claims arising out of the breach of the Debtor's lease for new office space asserted after confirmation, regardless of whether such claims arise before or after the confirmation of a plan by the Debtor.

E. Indemnity for uninsured non-tort claims

The Reorganized Debtor will fully indemnify any Catholic Entity for any claims, other than Tort Claims, asserted against such Catholic Entity after the Effective Date for which the Catholic Entity would otherwise have, but as a result of the sale ~~or~~ transfer, or release by the Debtor or the Catholic Entity of ~~an Insurance Policy~~ or with respect to a Settling Insurer ~~pursuant to a buy-back agreement as part of~~ Entity policy in connection with this Chapter 11 case, does not have, insurance coverage for such non-Tort Claims.

F. Reservation of right

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

G. Final order

Except as otherwise expressly provided in the Plan, any requirement in the Plan for a Final Order may be waived by the Archdiocese (if prior to the Effective Date) or by the Reorganized Debtor (on or after the Effective Date) upon written notice to the Bankruptcy Court. ~~Any party in interest may, on its own behalf, waive a requirement for a Final Order that results in favor of such party in interest without notice to the Bankruptcy Court or other parties in interest. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any order that is not a Final Order, provided that the Archdiocese or the Reorganized Debtor, as the case may be, first obtains consent of all Archdiocesan Settling Insurers.~~ provided that the Archdiocese or the Reorganized Debtor, as the case may be, first obtains consent of all Archdiocesan Settling Insurers.

H. Amendments and modifications

The Archdiocese may modify the Plan at any time prior to the confirmation hearing in accordance with section 1127(a) of the Bankruptcy Code. After the confirmation date and prior to substantial consummation of the Plan, the Reorganized Debtor, or the Trustee, as appropriate,

may modify the Plan in accordance with section 1127(b) of the Bankruptcy Code by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court.

I. U.S. Trustee reports

From the Effective Date until a Final Decree is entered, the Reorganized Debtor shall, within 30 days of the end of its fiscal quarter, file with the Bankruptcy Court and submit to the U.S. Trustee, quarterly reports setting forth all receipts and disbursements as required by the U.S. Trustee guidelines. The Debtor will not be required to file monthly operating reports or provide copies of bank account statements.

J. No waiver

The failure of the Archdiocese to object to any claim for purposes of voting shall not be deemed a waiver of the Archdiocese's, the Reorganized Debtor's, or the Trustee's right to object to such claim, in whole or in part.

K. Tax exemption

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

L. Non-severability

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

M. Revocation

The Archdiocese reserves the right to revoke and withdraw the Plan prior to the confirmation date, provided it first obtains the consent of all Archdiocesan Settling Insurers, in which case the Plan shall be null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Archdiocese, the Committee, or any other Person or to prejudice in any manner the rights of the Archdiocese, the

Committee, or any other Person in any further proceedings involving the Archdiocese, or be deemed an admission by the Archdiocese, including with respect to the amount or allowance of any claim or the value of any property of the Estate.

N. Controlling documents

In the event and to the extent that any provision of the Plan or Trust Agreement is inconsistent with any provision of the disclosure statement, the provisions of the Plan or Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of the Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control and take precedence. In the event and to the extent that any provision of the confirmation order is inconsistent with any provision of the Plan or the Trust Agreement, the provisions of the confirmation order shall control and take precedence. To the extent that any provision of the Plan, the Trust Agreement, or the confirmation order is inconsistent with the Insurance Settlement Agreements, the Insurance Settlement Agreements shall control.

O. Governing law

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

P. Notices

Any notices or requests by parties in interest under or in connection with the Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the parties identified in section 15.16 of the Plan.

Q. Filing of additional documents

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

R. Powers of officers

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

S. Direction to a party

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

T. Successors and assigns

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

U. Certain actions

By reason of entry of the confirmation order, prior to, on or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the Archdiocese under the Plan shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant to applicable non-bankruptcy law, without any requirement of further action by the officers of the Archdiocese.

V. Final decree

Once the Estate has been fully administered, the Reorganized Debtor or such other party as the Bankruptcy Court may designate in the confirmation order, shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the Chapter 11 Case.

W. Plan as settlement communication

The Plan furnishes or offers or promises to furnish (or accepts or offers or promises to accept) valuable consideration in compromising or attempting to compromise claims and Causes of Action that are disputed as to validity or amount (including Tort Claims and the Insurance Litigation). Accordingly, the Plan, the disclosure statement, and any communications regarding the Plan or the disclosure statement are subject in all respects to Federal Rule of Evidence 408 and any comparable provisions of applicable state law precluding their use as evidence of liability for, or the validity or invalidity of, any disputed claim or Cause of Action.

X. Other rights

Except as expressly set forth in this Plan, nothing in the Plan shall preclude any Person from asserting in any proceeding, or against any award or judgment entered in such proceeding, any and all rights that may be accorded under Minnesota law, or any other applicable statutory or common law, of contribution, indemnity, reduction, credit, or setoff, arising from the settlement and resolution of the Tort Claims.

Y. Rule 9019 Request; 1129(b) Confirmation Request

Pursuant to Bankruptcy Rule 9019 and through the Plan, the Archdiocese requests approval of all compromises and settlements included in the Plan, including the compromises and settlements set forth in Article V and VIII. In addition, through the Plan, the Archdiocese requests confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any impaired class that does not accept the Plan or is deemed to reject the Plan.

XIII. ACCEPTANCE AND CONFIRMATION OF THE PLAN; VOTING REQUIREMENTS

In order for the Plan to be confirmed, all of the applicable requirements of Bankruptcy Code § 1129 must be met. This includes, among other things, that the Plan: (i) is accepted by all impaired Classes, or if rejected by an impaired Class, “does not discriminate unfairly” and is “fair and equitable” as to each rejecting Class; (ii) is feasible; and (iii) is in the best interests of holders of Claims in each impaired Class.

A. Best Interests Test

The liquidation analysis attached as **Exhibit C** will show that if this case were converted to a Chapter 7 liquidation, unsecured creditors, including Tort Claimants, would receive payment far less than the payment currently provided for under the Plan. Further, to the extent Insurance Settlements are lost without a Plan or to the extent a Chapter 7 trustee disavows the Insurance Settlements and continues litigation on claims objections the recovery may be even lower.

1. Legal standard for the Best Interests Test

Confirmation of a Plan generally requires that each holder of a Claim in an impaired Class must either: (i) accept the Plan; or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code.

This analysis does not apply in this Chapter 11 case, because under 11 U.S.C. § 1112(c), as a non-profit entity, the Debtor’s case cannot be converted from a Chapter 11 case to a Chapter 7 case without the Debtor’s consent. Similarly, under 11 U.S.C. § 303, an involuntary petition cannot be filed against the Archdiocese. Accordingly, the Archdiocese believes that the best

interests of creditors test in this Chapter 11 case, if it applies at all, is more analogous to the test in a Chapter 9 case.

In a Chapter 9 case, the best interests of creditors test is interpreted to mean that:

[T]he plan must be better than the alternative that creditors have. In the chapter 9 context, the alternative is dismissal of the case, permitting every creditor to fend for itself in the race to obtain the mandamus remedy and to collect the proceeds. Clearly, such a result is chaos . . . [The courts] must apply the test to require a reasonable effort by the municipal debtor that is a better alternative to its creditors than dismissal of the case.

6 COLLIER ON BANKRUPTCY, ¶ 943.03[7] [a] (16th ed. 2013).

The [Archdiocese believes that a Chapter 7 liquidation is impossible under the circumstances. Therefore, the only true alternative to ~~the Plan~~ confirmed Chapter 11 Plan \(the various scenarios of which are discussed in Sections I.A and I.B, above\)](#) is dismissal of this Chapter 11 case and a race to the courthouse to try individual claimant cases one at a time. Such a scenario generally benefits the first to sue and obtain judgments and delays resolution of the vast majority of tort claims, while at the same time severely eroding the Debtor's value through continuing litigation costs. As of the Petition Date, there were 22 Tort Claimants with lawsuits pending against the Archdiocese, and an additional 151 Tort Claimants who made formal demand on the Archdiocese through a notice of claim prior to the Petition Date. The Claimants with lawsuits pending would be in a favorable position compared to the remaining Claimants who asserted claims in the bankruptcy. Further, the cost of Chapter 11 proceedings and the litigation costs associated with the litigation of the Tort Claims in state court proceedings would deplete the Archdiocese's assets to a point that would likely eliminate any cash contributions from the Archdiocese, thwart the Archdiocese's ability to provide for ongoing therapy or counseling, and compromise if not eliminate the ability of the Archdiocese to defend coverage litigation, leaving claimants with unattachable assets, years of fruitless litigation, and no foreseeable resolution.

2. Hypothetical Chapter 7 liquidation scenario

[Because the Archdiocese, as a non-profit entity, cannot be legally forced to liquidate, a liquidation analysis is not a necessary component of this Plan. It is nonetheless a potentially useful exercise in evaluating the Plan. As discussed in the Liquidation Analysis attached as Exhibit C, the Archdiocese estimates that recoveries under the Plan for holders of Allowed Claims in impaired classes will be greater than in a hypothetical liquidation under Chapter 7 of the Bankruptcy Code. This is because the total property available for distribution is greater under the Plan than in a liquidation under Chapter 7 and the expenses of administration would be lower than in Chapter 7. The Archdiocese also believes that more parties would assert claims in a Chapter 7 and many more issues would need to be litigated. In addition, the Archdiocese](#)

believes that distributions in a Chapter 7 case would be delayed due to the time taken by a Chapter 7 trustee to assess the Debtor's assets, review and analyze claims, and evaluate and litigate claims against third parties, if any. Holders of Allowed Claims entitled to vote should review the Liquidation Analysis in assessing whether to vote to accept or reject the Plan.

Although the Archdiocese does not believe that a Chapter 7 liquidation is possible, it believes that the Plan presents a superior alternative in any case. In a hypothetical Chapter 7 liquidation, creditors would also receive less than they will likely receive under the Plan. As explained below, the liquidation value available for satisfaction of Claims against the Debtor would be reduced by the costs arising from the conversion of the case from Chapter 11 to Chapter 7, and costs, fees, and expenses of the liquidation itself, which would include disposition expenses, the costs and fees of a trustee and his or her counsel, and the costs and fees of other retained professionals. In addition, the shortened time available in a Chapter 7 case to sell certain assets would further compromise the already untenable situation involving any sale of land leased to the Cathedral and schools. Finally, a liquidation would likely result in several million dollars' worth of additional claims that would dilute the assets available to creditors receiving distributions under the Plan.

A Chapter 7 liquidation would also very likely result in a significant delay in payments being made to creditors. The trustee would be duty bound to review each claim and likely object to many claims involving a costly, time-consuming process. Litigating over 400 claims of abuse would take over a decade even if the court system and parties could accommodate 40 trials per year. With inevitable appeals and coverage actions, complete resolution may take longer.

A hypothetical Chapter 7 liquidation would include the following probable outcomes:

- Parish accounts receivable would very likely become uncollectable by the Debtor.
 - Parishes would likely immediately stop paying assessments to the Archdiocese were the Archdiocese to liquidate. Assessments receivable and past due assessments would likely become completely uncollectable.
- The immediate cash available to fund the Plan under the Insurance Settlements, (other than Home), totaling ~~approximately \$33.2~~over \$92 million, would be lost without a Plan.
 - The Settling Insurers would not settle because they could not obtain a policy buy-back with a channeling injunction.
 - The Chapter 7 trustee could decide to pursue recoveries from Insurers. However, such litigation will be extremely expensive, and the Trustee would lack the resources necessary to meaningfully pursue these cases.
- The Parish Insurance Settlements, totaling approximately \$13,732,500, would be lost without a Plan.
 - The Settling Parish Insurers would not settle because they could not obtain a policy buy-back with a channeling injunction.

- The Parishes, as separate legal entities, could not be compelled to contribute in the Archdiocese's liquidation.
- Rights to pursue claims against Parish insurance policies would be lost without a Plan.
 - The Parishes, as separate legal entities, could not be compelled to contribute in the Archdiocese's liquidation.
- There would be no Trust Distribution Plan as provided in the Plan and Trust Agreement
 - In a Chapter 7 liquidation, the Chapter 7 trustee would likely need to object to many Tort Claims. Without a process such as the Trust Distribution Plan to classify and compensate Tort Claims, the Chapter 7 trustee may be required to liquidate each Tort Claim, likely through individual trials. At the very least, substantial estate resources would likely be expended adjudicating or analyzing Tort Claims. As a result, significant resources, conservatively estimated to be \$250,000 per litigated claim, would be expended adjudicating Tort Claims in a Chapter 7 case. There are more than 400 Tort Claims in this case, which could equal total litigation costs of over \$100 million.
- The only potential source of funds readily available for distribution in liquidation would be available unrestricted cash assets and marketable property as of the liquidation date. Unpaid Chapter 7 and Chapter 11 administrative expenses could eclipse the Debtor's liquid assets.
 - As noted above, insurance settlement proceeds would not be available for immediate distribution and a Chapter 7 trustee would likely have to litigate individual Tort Claims in order to obtain insurance money for distribution on a claim-by-claim basis. This process would take years to complete and the recoveries that could be obtained are speculative.
- Under 11 U.S.C. § 326, the Chapter 7 trustee would be entitled to compensation based on a percentage of all funds distributed to parties in interest, which would further reduce the amount of funds available to pay unsecured creditors.
- The contributing non-Debtor Catholic entities would not get the benefit of the channeling injunctions and releases provided in the Plan, nor would they make the substantial contributions they are making under the Plan without such injunctions or releases.
- The GIF and AMBP would terminate, which would result in significant claims by participants and likely protracted litigation over the ownership and proper distribution of those assets.
- The Archdiocese would terminate and breach its lease with IAF Beacon I, LLC for its new office space, which would result in a significant administrative expense priority claim on behalf of the landlord. Under the Bankruptcy Code, such an administrative

expense claim would be paid before any unsecured creditors and would further dilute estate assets.

- The Chapter 7 trustee would not be able to provide for ongoing therapy for Tort Claimants, and the Counseling Fund will not exist.

As evidenced by the liquidation analysis, the Debtor believes that creditors will clearly benefit from the confirmation of the Plan. In a liquidation, there will be many more claims and in greater amounts that would share in the assets available to creditors, the pool of available assets would be diluted, and the rights related to insurance policies would not be improved. The Debtor believes that the Plan provides a superior and faster recovery for the holders of Claims and meets the requirements of the best interests test.

B. Financial Feasibility

In order to confirm a plan, the Bankruptcy Code requires that a Bankruptcy Court find that confirmation of the plan is not likely to be followed by liquidation or the need to further financially reorganize the Debtor (the “Feasibility Test”). For a plan to meet this test, the Bankruptcy Court must determine there is a reasonable likelihood that the reorganized debtor will possess the working capital and other resources necessary to meet its obligations under the Plan. Based upon the Financial Projections attached as **Exhibit D** and the assumptions set forth therein, the Archdiocese believes that it will be able to make all distributions required pursuant to the Plan and to fund its operations going forward and, therefore, that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

C. Acceptance by Impaired Class; 1129(b) confirmation

To confirm the Plan, the Bankruptcy Code requires that the Bankruptcy Court make a number of findings concerning the Plan and the Debtor, including that (a) the Plan classifies Claims in a permissible manner; (b) the Plan complies with applicable provisions of the Bankruptcy Code; (c) the Debtor complied with applicable provisions of the Bankruptcy Code; (d) the Debtor proposed the Plan in good faith and not by any means forbidden by law; (e) the disclosure required by § 1125 of the Bankruptcy Code has been made; (f) the Plan has been accepted by the requisite votes of Creditors in each Class (except to the extent that confirmation may still be available under § 1129(b) of the Bankruptcy Code); (g) the Plan is feasible and confirmation is not likely to be followed by further financial restructuring of the Debtor; (h) the Plan is in the “best interests” of all holders of Claims in an Impaired Class; and (i) all fees and expenses payable pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the hearing on confirmation, have been paid or the Plan provides for the payment of such fees on the Effective Date.

The Debtor believes that the Plan satisfies all the requirements of confirmation.

Section 1129(a) of the Bankruptcy Code requires that a class of Claims that is impaired under the Plan accept the Plan, subject to the exception contained in section 1129(b) of the Bankruptcy Code.

A class of claims under a plan “accepts” the plan if the plan is accepted by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed claims in the classes that actually vote on the plan. A claim that is not “impaired” under a plan is conclusively presumed to accept the plan. Solicitation of acceptances from such a class is not required. A class is “impaired” unless (i) the legal, equitable and contractual rights of the holders of claims in that class are not modified or (ii) the effect of any default is cured and the original terms of the obligation are reinstated. Under the Plan, Classes 1, 2, 4, 5, 10, 11, and 16 are not impaired and are deemed to accept the Plan. Class 14 will not receive or retain any property under the Plan on account of Claims and is presumed to have rejected the Plan. All other classes of Claims under the Plan are impaired (or potentially impaired) under the Plan. As such, holders of Claims in those classes, i.e., Class 3, 6, 7, 8, 9, 12, 13, 14 and 15 are entitled to vote to accept or reject the Plan.

The Bankruptcy Code allows for a plan to be confirmed even if rejected by an impaired class of claims. Under the provisions of section 1129(b) of the Bankruptcy Code, the proponent of the plan may request that the plan be confirmed despite its rejection by an impaired class. The court will confirm the plan if it (a) does not discriminate unfairly against a dissenting impaired class and (b) is fair and equitable with respect to that class.

The Bankruptcy Code identifies guidelines for determining whether a plan is fair and equitable to a given class of claims. For unsecured claims (such as the Claims in Classes 3, 6, 7, 8, 9, 12, 13, 14 and 15) a plan must provide that the creditors in the dissenting class receive or retain property of a value equal to the allowed amount of their claims or, failing that, no creditor of lesser priority, or shareholder, receives any distribution under the plan. In other words, equity interest holders would not receive or retain any property on account of their interest. The Debtor believes that this test, normally applied to traditional corporations, is inapplicable to the Debtor because as a non-profit corporation there are no equity interests or junior creditors, or the junior creditors of a non-accepting class are not receiving any property under the Plan.

For secured claims (such the Claim in Class 10), a plan must provide that the holders of such secured Claim retain the liens securing such claims to the extent of the allowed amount of such claims and that the holders of such claims receive on account of such claims a value, as of the effective date of the plan, of at least the value of such holder’s interest in the estate’s interest in the property securing the lien. Under the Plan, the secured creditor in Class 10 will retain its liens to secure the full amount of its allowed secured claim and its interest and rights against its collateral will remain undisturbed.

In the event that the Bankruptcy Court refuses to impose a 1129(b) confirmation unless certain modifications are made to the terms and conditions of such non-consenting class’s treatment under the Plan, the Debtor reserves the right, without re-solicitation, to propose such

modifications to such non-consenting class's treatment and to confirm the Plan, provided such modification does not result in complete extinguishment of the non-consenting class's Claim.

D. Certain Risk Factors

ALL HOLDERS OF IMPAIRED CLAIMS SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND EXHIBITS) PRIOR TO DETERMINING WHETHER AND HOW TO VOTE ON THE PLAN.

BEFORE DETERMINING WHETHER AND HOW TO VOTE ON THE PLAN, YOU SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND, IN PARTICULAR, THE RISKS DESCRIBED BELOW. IF ANY OF THE FOLLOWING RISKS ACTUALLY OCCURS, CREDITOR RECOVERIES COULD BE LOWER THAN OTHERWISE DESCRIBED HEREIN. THE RISKS AND UNCERTAINTIES BELOW ARE NOT EXHAUSTIVE, BUT REPRESENT THE RISKS THAT THE DEBTOR BELIEVES ARE MATERIAL. THERE MAY BE ADDITIONAL RISKS THAT THE DEBTOR CURRENTLY CONSIDERS NOT TO BE MATERIAL OR WHICH THE DEBTOR IS CURRENTLY UNAWARE.

1. Failure to satisfy vote requirement

In the event that sufficient votes are not received to confirm the Plan, the Debtor may be forced to pursue an alternative Plan or dismissal of the case.

2. Risk of non-confirmation

Even if all impaired classes accept or could be deemed to have accepted the Plan, the Plan might not be confirmed by the Bankruptcy Court. Section 1129 of the Bankruptcy Code lists requirements for confirmation, including (a) that the confirmation of the Plan not be followed by the need for a further liquidation or reorganization; (b) that the value of distributions to dissenting holders not be less than the value of distributions to such holders if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code; and (c) that the Plan and the Debtor otherwise comply with applicable provisions of the Bankruptcy Code. Although the Debtor believes the Plan will meet all applicable tests, there is no assurance that the Bankruptcy Court will reach the same conclusion.

3. Non-consensual confirmation

Pursuant to section 1129(b) of the Bankruptcy Code, the Bankruptcy Court can confirm the Plan if at least one Impaired Class of Claims against the Debtor has accepted the Plan and, as to each Impaired Class of Claims that has not accepted the Plan, the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Impaired Class.

The Debtor reserves the right to modify the terms of the Plan as necessary for confirmation without the acceptance of all Impaired Classes. Such modification could result in less favorable treatment for any non-accepting Classes than the treatment currently provided in the Plan.

4. Appeal risk

If the Plan is confirmed, it is possible that one or more parties may appeal the order confirming the Plan and object to all or a part of the Plan, including the channeling injunctions and Trust Agreement contemplated in the Plan. This risk is higher in a non-consensual confirmation.

5. Uncertainty of value

The value of Tort Claimants' rights to distributions from the Trust will depend in part on the risks outlined above and to the extent those risks materialize. In addition, the resolution of causes of action held by the Trust and the reconciliation, liquidation and allowance of Claims may require a substantial amount of time, during which time interest will not accrue on allowed Claims in the subject Classes. These delays could affect or reduce the ultimate value of any recovery. The ultimate realized value of insurance assets may be different than the values assigned to such policies.

E. Certain federal income tax considerations

THE INCOME TAX LAWS APPLICABLE TO RECEIVING A DISTRIBUTION OR DEDUCTING A LOSS FROM A BANKRUPT ESTATE ARE COMPLEX. THE SUMMARY DESCRIPTION OF TAX CONSEQUENCES BELOW IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS SUBJECT TO SIGNIFICANT UNCERTAINTIES.

THE DEBTOR HAS NOT REQUESTED A RULING FROM THE INTERNAL REVENUE SERVICE NOR HAS THE ARCHDIOCESE OBTAINED AN OPINION OF COUNSEL WITH RESPECT TO THESE MATTERS. THUS, NO ASSURANCE CAN BE GIVEN AS TO THE TAX CONSEQUENCES OF THE PLAN.

THE DISCUSSION CONTAINED IN THIS DISCLOSURE STATEMENT AS TO FEDERAL TAX CONSIDERATIONS IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES.

NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE PLAN TO ANY HOLDER OF A CLAIM OR ANY OTHER ENTITY OR PERSON. EACH HOLDER OF A CLAIM SHOULD CONSULT ITS TAX PROFESSIONAL TO UNDERSTAND FULLY THE FEDERAL, STATE AND LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN.

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

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

1. Tax consequences to Creditors

A creditor that receives cash in satisfaction of its Claim will generally recognize a gain or loss in an amount equal to the difference between (i) the amount of cash received by such creditor in respect of its Claim (excluding any cash received in respect of a Claim for accrued interest) and (ii) the creditor's tax basis in its Claim.

The character of any gain or loss recognized as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including, among other things, the tax status of the creditor, whether the Claim constitutes a capital asset in the hands of the creditor, whether the Claim has been held for more than one year, and whether and to what extent the creditor has previously claimed a bad debt deduction (or charged a reserve for bad debts) with respect to the Claim.

THERE ARE MANY FACTORS THAT WILL DETERMINE THE TAX CONSEQUENCE TO EACH HOLDER OF AN UNSECURED CLAIM. FURTHERMORE, THE TAX CONSEQUENCES OF THE PLAN ARE COMPLEX, AND IN SOME CASES, UNCERTAIN. THEREFORE, IT IS IMPORTANT THAT EACH HOLDER OF AN UNSECURED CLAIM OBTAIN HIS, HER, OR ITS OWN PROFESSIONAL TAX ADVICE REGARDING THE TAX CONSEQUENCES TO SUCH HOLDER OF AN UNSECURED CLAIM AS A RESULT OF THE PLAN.

2. Tax consequences to the Debtor

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

3. Tax consequences to the Plan Trust

The Plan Trust may satisfy the requirements of a designated settlement fund under § 468B of the Tax Code or a qualified settlement fund under Regulation 1.468B-1 of the Treasury Regulations. There are certain tax consequences associated with the characterization of the Plan Trust as a designated settlement fund or a qualified settlement fund.

The Debtor expresses no opinion regarding whether the Plan Trust is a designated settlement fund or a qualified settlement fund. The Debtor has not requested a ruling from the Internal Revenue Service or an opinion of counsel regarding whether the Plan Trust is a designated settlement fund or a qualified settlement fund. Accordingly, each Creditor is urged to consult its own tax advisor regarding the characterization of the Plan Trust and the tax consequences of such characterization.

F. Solicitation of Votes

The Debtor is soliciting the acceptance of the Plan from all holders of Claims in Classes that are impaired under the Plan and receiving distributions. Using this criteria, only holders of Claims in Classes 3, 6, 7, 8, 9, 12, 13, 14 and 15 are entitled to vote on the Plan. In addition, a vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured or made in good faith or in accordance with the applicable provisions of the Bankruptcy Code.

Solicitation Packages will include copies of (i) the Disclosure Statement and exhibits thereto, including the Plan (ii) the Disclosure Statement approval order, (iii) the notice of Disclosure Statement approval and confirmation hearing, and (iv) the form of ballot.

Solicitation Packages will be sent to creditors by the Debtor. Procedures and deadlines for submitting the ballot shall be included in the Solicitation Package.

G. Voting Procedures

1. Ballots

If voting for or against the Plan, please use only the ballot or ballots sent to you with this Disclosure Statement. Votes cast to accept or reject the Plan will be counted by Class.

Please read the voting instructions on the reverse side of the ballot for a thorough explanation of the voting procedures.

IF YOU BELIEVE THAT YOU ARE A HOLDER OF A CLAIM IN A VOTING CLASS FOR WHICH YOU DID NOT RECEIVE A BALLOT, IF YOUR BALLOT IS DAMAGED OR LOST, OR IF YOU HAVE QUESTIONS CONCERNING VOTING PROCEDURES, PLEASE CONTACT THE DEBTOR AT (651) 251-7732. THE

ARCHDIOCESE AND COUNSEL FOR THE ARCHDIOCESE CANNOT PROVIDE YOU WITH ANY LEGAL ADVICE.

If you are entitled to vote to accept or reject the Plan, a ballot is enclosed for purposes of voting on the Plan. If you hold claims in more than one Class and you are entitled to vote Claims in more than one Class, you will receive separate ballots that must be used to vote in each separate Class.

FACSIMILE, E-MAIL OR ELECTRONICALLY TRANSMITTED BALLOTS WILL NOT BE ACCEPTED.

A ballot that does not indicate an acceptance or rejection of the Plan will not be counted either as a vote to accept or a vote to reject the Plan. If you cast more than one ballot voting the same Claim before the Voting Deadline, the last ballot received before the Voting Deadline will supersede all prior ballots. In addition, you may not split your votes for your Claims within a particular Class under the Plan. Therefore, a ballot within a given Class received from a single creditor that partially rejects and partially accepts the Plan will not be counted.

You may not change your vote after the Voting Deadline passes.

2. Voting deadline

Completed ballots must be mailed to the clerk of the bankruptcy court.

To be counted, a ballot must be received by 5:00 p.m. (prevailing Central Time) on _____, ~~2016~~2017 at the following address:

Office of the Clerk of Court
Attention: B. Montez
U.S. Bankruptcy Court District of Minnesota
200 Warren E. Burger Federal Building and United States Courthouse
316 North Robert Street
Saint Paul, Minnesota 55101

3. Importance of your vote

Your vote is important. The Bankruptcy Court defines acceptance by a Class of Claims as acceptance by holders of at least two-thirds in amount and a majority in number of Allowed Claims in the Class that Vote.

Only those Creditors who actually vote are counted for purposes of determining whether a class voted to accept the Plan. Your failure to vote will leave to others the decision to accept or reject the Plan.

XIV. RECOMMENDATION AND CONCLUSION

THE ARCHDIOCESE HAS EXPLORED VARIOUS ALTERNATIVE SCENARIOS AND BELIEVES THAT THE PLAN ENABLES THE HOLDERS OF CLAIMS TO REALIZE THE MAXIMUM RECOVERY UNDER THE CIRCUMSTANCES. THE ARCHDIOCESE BELIEVES THAT CONFIRMATION AND CONSUMMATION OF THE PLAN IS IN THE BEST INTEREST OF CREDITORS AND THAT THE PLAN SHOULD BE CONFIRMED. THE ARCHDIOCESE STRONGLY RECOMMENDS THAT ALL CREDITORS RECEIVING A BALLOT VOTE IN FAVOR OF THE PLAN BY SO INDICATING IN THEIR BALLOTS AND RETURNING THEM AS SPECIFIED IN THE INSTRUCTIONS SET FORTH IN THE SOLICITATION PACKAGES.

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Signature Page to the [First Amended](#) Disclosure Statement for the [First Amended](#) Chapter 11 Plan of Reorganization of the Archdiocese of Saint Paul and Minneapolis

Respectfully submitted,

The Archdiocese of Saint Paul and Minneapolis

Dated: ~~May 25~~ [November 15](#), 2016

By: _____

Most Reverend Bernard A. Hebda
Archbishop of Saint Paul and Minneapolis

By: _____
[Thomas J. Mertens](#)
[Chief Financial Officer](#)

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Attorneys for the Archdiocese of Saint Paul
and Minneapolis

LIST OF EXHIBITS

EXHIBIT A – THE PLAN AND PLAN EXHIBITS [FILED SEPARATELY ON DOCKET]

EXHIBIT B – [PROPOSED] ORDER APPROVING DISCLOSURE STATEMENT [TO BE SEPARATELY FILED ON DOCKET]

EXHIBIT C – LIQUIDATION ANALYSIS

EXHIBIT D – FINANCIAL PROJECTIONS

EXHIBIT E – 2014 AUDIT AND 2015 UNAUDITED REPORT FOR THE ARCHDIOCESE

EXHIBIT F – POSTPETITION OPERATING RESULTS