

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION

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INTRODUCTION

The Official Committee of Unsecured Creditors and the Diocese of New Ulm, the debtor and debtor in possession in the above-captioned Chapter 11 case, propose this Second Amended Joint Chapter 11 Plan of Reorganization (the "Plan") pursuant to the provisions of the Bankruptcy Code.

All creditors are encouraged to consult the Disclosure Statement, as defined below, before voting to accept or reject this Plan. Among other information, the Disclosure Statement contains discussions of the Diocese of New Ulm, events prior to and during this Chapter 11 Case, and a summary and analysis of the Plan. No solicitation materials, other than the Disclosure Statement, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

ARTICLE I DEFINITIONS

1.1 Defined Terms

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

(1) “Abuse” means any (i) actual or alleged act of sexual conduct, misconduct, abuse, or molestation; including any actual or alleged “Sexual Abuse” as that phrase is defined in the Minnesota Statutes Section 541.071(1) or any other sexually related act, contact, or interaction; indecent assault and/or battery; rape; lascivious behavior; undue familiarity; pedophilia; or ephebophilia; (ii) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a non-consenting adult and another adult; (iii) assault; battery; corporal punishment; or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

(2) “Administrative Expense” means an unpaid administrative expense of the kind described in Bankruptcy Code Sections 503(b) and 507(a)(2) against the Diocese, including, without limitation, (i) the actual, necessary costs and expenses of preserving the estate of the Diocese, including wages, salaries, or commissions for services rendered after the commencement of the Chapter 11 Case, (ii) compensation and reimbursement of expenses of professionals to the extent allowable under Bankruptcy Code Sections 327, 328, 330(a), 331, 503(b), and/or 1103 and actually Allowed pursuant to a Non-Appealable Order of the Bankruptcy Court, and (iii) all fees and charges assessed against the estate under 28 U.S.C. §§ 1911–1930, including the fees, if any, due to the U.S. Trustee.

(3) “Allowed” means with respect to any Claim: (i) a Claim that has been scheduled by the Diocese in its Schedules as other than disputed, contingent, or unliquidated and as to which the Diocese or any other party-in-interest have not filed an objection; (ii) a Claim that either is not a Disputed Claim or has been allowed by a Non-Appealable Order; (iii) a Claim that is determined by the Diocese to be allowed; (iv) a Claim that is allowed in a stipulation or settlement executed prior to or after the Effective Date; (v) a Claim relating to a rejected executory contract or unexpired lease that is not a Disputed Claim or has been allowed by a Non-Appealable Order, only if a Proof of Claim has been timely filed; or (vi) a Claim as to which a Proof of Claim has been timely filed and as to which the Diocese or any party-in-interest has not filed an objection; and with respect to all Claims, only after reduction for applicable setoff and similar rights of the Diocese.

(4) “Approval Order” means an order of the Bankruptcy Court approving one or more Insurance Settlement Agreements, including the Confirmation Order, if no other Approval Order is entered with respect to an Insurance Settlement Agreement.

(5) “Archdiocese” means the Archdiocese of Saint Paul and Minneapolis.

(6) “Assumed Agreement” means a contract, lease, or other agreement listed on Exhibit G.

(7) “Avoidance Action” means any claim, cause of action, or rights to property of the Diocese or the bankruptcy estate under Bankruptcy Code Sections 544, 545, 547, 548, 549, 550, or 551.

(8) “Ballot” means the form of ballot to be used to vote on this Plan.

(9) “Bankruptcy Code” or “Code” means Title 11 of the United States Code.

(10) “Bankruptcy Court” means the United States Bankruptcy Court for the District of Minnesota, or such other court of competent jurisdiction which properly exercises jurisdiction over part or all of the Chapter 11 Case, to the extent that the reference of part or all of the Chapter 11 Case is withdrawn.

(11) “Bankruptcy Rule” or “Rule” means a Federal Rule of Bankruptcy Procedure.

(12) “Catholic Mutual” means Catholic Mutual Relief Society of America.

(13) “Causes of Action” means, except as provided otherwise in the Plan, the Confirmation Order, or any document, instrument, release, or other agreement entered into in connection with the Plan, all Claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, third-party Claims, counterclaims, and cross claims of the Diocese or its Estate, the UCC, or the Trust (as successor to the Diocese or its Estate), including an action that is or may be pending on the Effective Date or instituted by the Reorganized Debtor after the Effective Date against any Person based on law or equity, including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown, any action brought pursuant to Bankruptcy Code Sections 522, 541–45, 547–51, and 553; 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.

(14) “Channeled Claim” means any Survivor Claim, Related Insurance Claim, Medicare Claim, Extra-Contractual Claim, or other Claim against any of the Protected Parties or the Settling Insurers to the extent such Claim arises from the same injury or damages asserted as a Survivor Claim against the Protected Parties or the Settling Insurers, that directly or indirectly arises out of, relates to, or is in connection with such Survivor Claim or other Claim covered by the Channeling Injunction or Supplemental Insurer Injunction; provided, however, that “Channeled Claims” shall not include any Claim against (i) an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim with respect to that Survivor Claim; or (ii) any religious order, diocese (other than the Diocese itself), or archdiocese (including the Archdiocese).

(15) “Channeling Injunction” is the injunction contained in Plan Section 13.7.

(16) “Chapter 11 Case” means the Diocese’s pending case under the Bankruptcy Code, enumerated in the caption at the top of this Plan.

(17) “Child Protection Protocols” means the document entitled “Child Protection Protocols” and the related “Appendix A” included as Exhibits J and J(1).

(18) “Claim” has the meaning ascribed in 11 U.S.C. § 101(5).

(19) “Claim Filing Deadline” means July 10, 2017.

(20) “Class 1 Claim” means a Known Survivor Claim.

(21) “Class 1 Claimant” means a holder of a Class 1 Claim.

(22) “Class 2 Claim” means an Unknown or Late-Filed Survivor Claim.

(23) “Class 2 Claimant” means a holder of a Class 2 Claim.

(24) “Class 2 Reserves” means, collectively, the Pre-Effective Date Unknown Claim Reserve, the Post-Effective Date Unknown Claim Reserve, and the Late-Filed Claim Reserve.

(25) “Conditional Payment” means any payment made to a Survivor Claimant under the MMSEA, including any payment by an MAO under the MSPA.

(26) “Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order.

(27) “Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code Section 1129 which becomes a Non-Appealable Order.

(28) “Covered Non-Survivor Claim” means any Claim, other than Survivor Claims, Related Insurance Claims, or Medicare Claims, for which the Diocese, a Parish, or an Other Insured Entity would otherwise have coverage under a Settling Insurer Policy but for the sale, transfer, or release by the Diocese, Parish or Other Insured Entity of such Settling Insurer Policy in connection with an Insurance Settlement Agreement.

(29) “Creditor” means a holder of a Claim entitled to distributions under the Plan.

(30) “Cure Amount Claim” means a Claim based upon the Diocese’s monetary defaults under an executory contract or unexpired lease that is to be paid in connection with the assumption of such contract or lease under Bankruptcy Code Section 365 in the amount set forth on Exhibit G.

(31) “Diocese” means the Diocese of New Ulm, the Debtor in the Chapter 11 Case.

(32) “Disallowed Claim” means (i) a Claim, or any portion thereof, that has been disallowed by a Non-Appealable Order; (ii) a Claim that has been listed in the Schedules at zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, Non-Appealable Order, or other applicable law; or (iii) a Claim that has not been listed in the Schedules and as to which no Proof of Claim has been timely filed or deemed timely filed with

the Bankruptcy Court pursuant to the Bankruptcy Code, Non-Appealable Order, or other applicable law.

(33) “Discharge” shall mean the complete extinguishment of the Diocese’s liability in respect to any Claim or debt as further described in Section 13.1.

(34) “Disclosure Statement” means the Amended Disclosure Statement for this Plan, as may be further revised, modified, or amended.

(35) “Disputed Claim” means: (i) a Claim that was scheduled by the Diocese in its Schedules as a disputed, contingent, or unliquidated claim and that has not been otherwise Allowed; (ii) a Claim that is not an Allowed Claim because the Diocese or other party in interest has objected to allowance of the claim under Bankruptcy Code Sections 502(b) or 503 and Bankruptcy Rule 3007; (iii) any secured or unsecured portions of a secured Claim that is the subject of a motion for determination of the value of security under Bankruptcy Code Section 506(a) and Bankruptcy Rule 3012; (iv) any Claim held by a Creditor against which the Diocese has demanded the recovery of property pursuant to Bankruptcy Code Section 502(d), without regard to whether such Claim was previously an Allowed Claim; (v) a Claim that is subject to final adjudication in a proceeding outside the Bankruptcy Court against one or more of the Diocese’s insurers; or (vi) a Claim whose validity or amount is subject to determination in an adversary proceeding that has not been resolved by a Non-Appealable Order.

(36) “District Court” means the United States District Court for the District of Minnesota.

(37) “Effective Date” means the day on which the conditions of Plan Section 12.1 have been satisfied.

(38) “Employee Priority Claim” means a claim held by an employee that is entitled to priority under Bankruptcy Code Section 507(a)(4) or (5).

(39) “Exculpated Parties” means collectively, (i) the Diocese, the Estate, and the UCC; (ii) the respective officers, directors, employees, members, attorneys, financial advisors, members of subcommittees of the board of directors, volunteers, and members of consultative bodies and councils including with respect to their service or participation in an outside board on which they serve at the request of the Diocese or the Bishop, in their capacity as such; (iii) the Settling Insurers with respect to their Settling Insurer Policies; and (iv) professionals of a Person identified in the preceding clause (i) through (iii).

(40) “Extra-Contractual Claim” means any Claim against any of the Settling Insurers based, in whole or in part, on allegations that any of the Settling Insurers acted in bad faith or in breach of any express or implied duty, obligation, or covenant, contractual, statutory or otherwise before the Effective Date, 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 alleged act or omission of any of the Settling Insurers of any type for which the claimant seeks relief other than coverage or benefits under a Settling Insurer Policy. 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 Insurers’ handling of any Claim or any

request for coverage; (ii) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Settling Insurer Policies, or any contractual duties arising therefrom, including any contractual duty to defend any of the Protected Parties against any Claim, and (iii) any Claim that directly or indirectly, arises out of, relates to, or is in connection with the conduct of the Settling Insurers with respect to the negotiation of Insurance Settlement Agreements and the Plan.

(41) “Filing Date” means March 3, 2017.

(42) “Final Decree” means the decree contemplated under Bankruptcy Rule 3022.

(43) “General Unsecured Claim” means an unsecured Claim against the Diocese, but which is not an Administrative Expense, a Priority Tax Claim, an Employee Priority Claim, a Claim entitled to priority under Bankruptcy Code Section 507(a), a Survivor Claim, or a Contingent Claim. A Claim related to bodily injuries or personal injuries that is not a Survivor Claim is a General Unsecured Claim.

(44) “Insurance Coverage Adversary Proceeding” means the adversary proceeding commenced by the Diocese before the Bankruptcy Court on March 6, 2017, captioned as *The Diocese of New Ulm v. Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, Lamorak Insurance Company, Catholic Mutual Relief Society of America, Maryland Casualty Company, and Fireman’s Fund Insurance Company*, case no. 17-03028.

(45) “Insurance Settlement Agreement” means a settlement agreement among the Diocese, the Parishes, and a Settling Insurer, which is listed on Exhibit I.

(46) “Insurance Settlement Amount” means the funds payable by a Settling Insurer pursuant to an Insurance Settlement Agreement.

(47) “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.

(48) “Known Survivor Claim” means a Survivor Claim for which a Proof of Claim was filed on or before the Claim Filing Deadline.

(49) “Known Survivor Claimant” means the holder of a Known Survivor Claim.

(50) “Late-Filed Survivor Claim” means a Survivor Claim that is neither a Known Survivor Claim nor an Unknown Survivor Claim.

(51) “Late-Filed Survivor Claimant” means the holder of a Late-Filed Survivor Claim.

(52) “Late-Filed Claim Reserve” means the reserve established by the Trust and jointly funded by the Trust and the Diocese pursuant to Section 5.4 of the Plan.

(53) “MAO” means Medicare Advantage Organizations under parts C & D of the MMSEA.

(54) “Medicare Claims” means any and all Claims relating to Survivor Claims by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Survivor Claimants who recover or receive any distribution from the Trust and Claims relating to reporting obligations.

(55) “Medicare Eligible” means a Survivor Claimant who is eligible to receive, is receiving, or has received Medicare benefits.

(56) “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.

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

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

(59) “Non-Appealable Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and is final and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which, if such an appeal, writ of certiorari, review, reargument, or rehearing has been sought, (i) appeal, certiorari, review, reargument, or rehearing has been denied or dismissed and the time to take any further appeal or petition for certiorari, review, reargument, or rehearing has expired; or (ii) such order has been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard, or that granted certiorari, and the time to take any further appeal or petition for certiorari, review, reargument, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Non-Appealable Order.”

(60) “Other Insured Entities” means those Persons listed on Exhibit L that are insured or covered or allegedly insured or covered under a Settling Insurer Policy that was issued or allegedly issued to the Diocese, but only with respect to Survivor Claims based on alleged Abuse that occurred during the effective periods of that Settling Insurer Policy and that would be covered or alleged to be covered under that Settling Insurer Policy but for an Insurance Settlement Agreement. Notwithstanding the foregoing, “Other Insured Entities” does not include the Diocese or the Parishes. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not an Other Insured Entity. No religious order, archdiocese, or diocese, other than the Diocese itself, is an Other Insured Entity.

(61) “Other Insurer” means any insurer that is not a Settling Insurer but is a party to the Insurance Coverage Adversary Proceeding or has, or is alleged to have, extended insurance coverage for Survivor Claims.

(62) “Parish” means all past and present parishes or Catholic schools within the Diocese, including but not limited to those identified on Exhibit A.

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

(64) “Plan” means this Second Amended Joint Chapter 11 Plan of Reorganization as revised or modified or amended.

(65) “Plan Proponents” means the Diocese and the UCC.

(66) “Post-Effective Date Unknown Claim Reserve” means the reserve established by the Trust and funded by the Trust and the Diocese pursuant to Section 5.2 of the Plan.

(67) “Post-Effective Date Unknown Survivor Claim” means any Survivor Claim that was neither filed, nor deemed filed by the Effective Date, and is held by (i) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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) an individual who experienced Abuse prior to and including the Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (iii) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

(68) “Pre-Effective Date Unknown Claim Reserve” means the reserve established by the Trust and funded by the Trust and the Diocese pursuant to Section 5.3 of the Plan.

(69) “Pre-Effective Date Unknown Survivor Claim” means any Survivor Claim for which a Proof of Claim was filed prior to the Effective Date, but such Proof of Claim was neither filed nor deemed filed by the Claim Filing Deadline, and is held by (i) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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) an individual who experienced Abuse prior to and including the Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (iii) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Effective Date but is no longer barred by the applicable statute of limitations for any

reason as of the Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

(70) “Priority Tax Claim” means a Claim that is entitled to priority in payment pursuant to Bankruptcy Code Section 507(a)(8).

(71) “Pro Rata” means, with respect to any distribution on account of any allowed Claim in any class, the ratio of the amount of such allowed Claim to the sum of (i) all allowed Claims in such class and (ii) the aggregate maximum of all allowed Claims in such class.

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

(73) “Protected Parties” means any of (i) the Diocese; (ii) the Parishes; (iii) Other Insured Entities (as set forth in the definition of “Other Insured Entities,” “Other Insured Entities” are Protected Parties only as to certain Claims, including only certain Survivor Claims); (iv) each of the foregoing Persons’ respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; (v) each of the foregoing Persons’ respective predecessors, successors and assigns; and (vi) solely to the extent of and in their capacity as such, any and all the foregoing Persons’ respective past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or Persons bound by monastic vows, volunteers, agents, attorneys, and representatives, in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the Diocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not a Protected Party. No religious order, archdiocese, or diocese, other than the Diocese itself, is a Protected Party.

(74) “Record Date” means the last date on which a Claim transfer will be recognized. The Record Date is the Confirmation Date.

(75) “Related Insurance Claim” means (i) any Claim by any Person against any Settling Insurer, including an Extra-Contractual Claim, that, directly or indirectly, arises from, relates to, or is in connection with a Survivor Claim, including any such Claim for defense, indemnity, contribution, subrogation, or similar relief or any direct action or Claim, including an 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 Survivor Claim, including any Claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Settling Insurers’ handling of, or alleged failure to handle, any Survivor Claim

(76) “Reorganized Debtor” means the Diocese, from and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to “the Diocese” and “the Reorganized Debtor” throughout various provisions of the Plan are an effort to anticipate whether an event may occur before or after the Effective Date. In this regard, and generally for purposes of the Plan, any written agreement made by the Diocese as part of the Plan before the Effective Date (unless provided otherwise) will survive the Confirmation Date

and the Effective Date and will bind the Reorganized Debtor and every other party to such agreement (including, but not limited to, the provisions of the Plan as confirmed).

(77) “Retained Claims” means the Diocese’s Claims, including, but not limited to, all Avoidance Actions, that are not otherwise settled pursuant to the Plan or agreements approved by the Bankruptcy Court on or prior to the Effective Date, any rights or Claims of the Diocese for indemnification, contribution, or fault allocation, and other Claims of the Diocese against any entity on account of any Claims which are or may be asserted against the Diocese. Retained Claims do not include any Claims transferred or assigned to the Trust and expressly exclude any Claims against any entity released by the Diocese under the Plan.

(78) “Schedules” means the Diocese’s schedules of assets and liabilities and the statement of financial affairs on file with the Clerk of the Bankruptcy Court, as amended or modified in accordance with Bankruptcy Rule 1009.

(79) “Settling Insurer Policies” means any and all of the following issued or allegedly issued by a Settling Insurer: any and all known and unknown contracts, binders, certificates, or policies of insurance, including all of the insurance policies mentioned or referred to in any Insurance Settlement Agreement, in effect on or before the Effective Date that were issued to, allegedly issued to, or for the benefit of, or that otherwise actually, allegedly, or potentially insure, the Diocese, the Parishes, or any of their predecessors in interest, successors, or assigns, and that actually, allegedly, or could potentially afford coverage with respect to any Survivor Claim; provided, however, that if a contract, binder, certificate, or policy of insurance that was not issued to or allegedly issued to the Diocese or the Parishes insures or covers both the Diocese, the Parishes, and any other Person, such contract, binder, certificate, or policy of insurance, as applicable, is a “Settling Insurer Policy” only to the extent it insures or covers the Diocese and Parishes and not to the extent it insures or covers any other Person. With respect to the certificates issued by Catholic Mutual, the “Settling Insurer Policies” means the certificates issued by Catholic Mutual to the Diocese or Parishes to the extent coverages under such certificates are released by the Insurance Settlement Agreement between Catholic Mutual and the Diocese.

(80) “Settling Insurers” means the Persons listed on Exhibit B whose Insurance Settlement Agreements are approved by Approval Orders that become Non-Appealable Orders. Solely in connection with insurance under any Settling Insurer Policies, Settling Insurers also includes each of their past, present and future parents, subsidiaries, affiliates, divisions, reinsurers, and retrocessionaires; each of the foregoing Persons’ respective past, present and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions and acquired companies, including the Persons released pursuant to the respective Insurance Settlement Agreements; each of the foregoing Persons’ respective past, present and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and Claims handling administrators; and each of the foregoing Persons’ respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through or in concert with them.

(81) “Statutory Fees and Court Costs” means court costs and fees payable by the Diocese under 28 U.S.C. § 1930 and United States Trustee fees.

(82) “Supplemental Settling Insurer Injunction” is the injunction contained in Plan Section 13.8.

(83) “Survivor Claim” means any Claim against any of the Protected Parties or any of the Settling Insurers 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 tort-based theory; any fraud-based theory, including fraud, fraud in the inducement, misrepresentation, concealment, and unfair practice; 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, any of the Settling Insurers, 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 Chapter 11 Case. For the avoidance of doubt, Survivor Claim includes any Known Survivor Claim, Unknown Survivor Claim, and Late-Filed Survivor Claim.

(84) “Survivor Claimant” means the holder of a Survivor Claim.

(85) “Survivor Claim Distribution Plan” means the Survivor Claim Distribution Plan attached as Exhibit K.

(86) “Survivor Claims Reviewer” means the person or entity, including the designee of such person or entity, who will assess Class 1 and Class 2 Claims under the Survivor Claim Distribution Plan.

(87) “Trust” means the trust created for the benefit of Survivor Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

(88) “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.

(89) “Trust Assets” means all property funded to the Trust pursuant to the Plan, the Confirmation Order, the Trust Documents, the Insurance Settlement Agreements, and the Plan Documents.

(90) “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.

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

(92) “Unknown Survivor Claim” means Pre-Effective Date Unknown Survivor Claim and Post-Effective Date Unknown Survivor Claim.

(93) “Unknown Survivor Claimant” means the holder of an Unknown Survivor Claim.

(94) “Unsecured Claim” means a Claim that is unsecured, including an Unsecured Priority Claim or General Unsecured Claim.

(95) “Unsecured Priority Claim” means a Priority Tax Claim, Employee Priority Claim, or Other Priority Claim.

(96) “U.S. Trustee” means the Office of the United States Trustee for Region 12, which includes the District of Minnesota.

1.2 Interpretation

For purposes of the Plan:

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

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

(3) 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;

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

(5) 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;

(6) 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;

(7) 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;

(8) 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;

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

(10) 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

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

1.3 Time Periods

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

1.4 Exhibits

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

- Exhibit A Parishes
- Exhibit B Settling Insurers
- Exhibit C [Reserved]
- Exhibit D Trust Agreement
- Exhibit E Release
- Exhibit F [Reserved]
- Exhibit G Assumed Agreements and Cure Amount Claims
- Exhibit H Officers and Directors of Reorganized Debtor
- Exhibit I Insurance Settlement Agreements
- Exhibit J Child Protection Protocols
- Exhibit K Survivor Claim Distribution Plan
- Exhibit L Other Insured Entities

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

The following table designates the classes of claims against and equity interests in the Diocese and specifies which of those classes are (i) impaired or unimpaired by the Plan and (ii) entitled to vote to accept or reject the Plan in accordance with Bankruptcy Code Section 1126.

Class	Designation	Impaired	Entitled to Vote
Unclassified	Administrative Expense Claims	N/A	No
Unclassified	Priority Claims	N/A	No

Class	Designation	Impaired	Entitled to Vote
1	Known Survivor Claims	Yes	Yes
2	Unknown and Late-Filed Survivor Claims	Yes	Yes
3	General Unsecured Claims	No	No
4	Parish Claims	Yes	Yes

**ARTICLE III
TREATMENT OF CERTAIN UNCLASSIFIED PRIORITY CLAIMS**

Certain Allowed Claims that are not classified will be treated as follows:

3.1 Allowed Administrative Expense Claims

Except as otherwise provided in this Article, the holder of an Allowed Administrative Expense will receive, in full satisfaction of such Allowed Administrative Expense: (i) payment in full in cash as soon as practicable after the later of: (a) the Effective Date, or (b) the date the Administrative Expense becomes Allowed; or (ii) such other treatment as agreed in writing by the holder thereof or ordered by the Bankruptcy Court.

3.1.1 Professional Fees and Expenses

Professional fees and expenses incurred through the Effective Date and not previously Allowed will be subject to Bankruptcy Court approval after the Effective Date. All holders of professional fees and expenses claims shall file and serve an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than thirty (30) days after a notice of the Effective Date is filed. Any such Allowed Claims will be paid from retainers or by the Reorganized Debtor in cash within ten (10) days of the later of the Effective Date or the Bankruptcy Court’s order on such Claims.

3.1.2 Claims Arising Under Assumed Executory Contracts or Unexpired Leases

The holders of Allowed Cure Amount Claims will receive, in full satisfaction of such Cure Amount Claim: (i) payment of the amount as set forth on Exhibit G in cash, as soon as practicable after the Effective Date; or (ii) such other treatment as agreed in writing by the holder thereof or ordered by the Bankruptcy Court.

3.2 Statutory Fees and Court Costs

Statutory Fees and Court Costs will be paid in full in cash by the Reorganized Debtor on the Effective Date or as soon as practicable thereafter or as required under the Office of the United States Trustee’s quarterly payment guidelines. After confirmation, the Reorganized Debtor will continue to pay quarterly fees to the Office of the United States Trustee and file quarterly reports with the Office of the United States Trustee until this case is closed by the Bankruptcy Court, dismissed, or converted. This requirement is subject to any amendments to 28 U.S.C. § 1930(a)(6) that Congress makes retroactively applicable to confirmed Chapter 11

cases. In the event the Trustee opposes the closure of the Chapter 11 Case, the Trust will be responsible for the payment of all Statutory Fees and Court Costs from the date of the filing of any such opposition through the closure of the Chapter 11 Case. The Trust will be responsible for the payment of Statutory Fees and Court Costs should the Trustee reopen the Chapter 11 Case in the future. In the event that the Trust fails to pay any applicable Statutory Fees or Court Costs, the Diocese may pay the applicable Statutory Fees and Court Costs and seek reimbursement from the Trust. This requirement is subject to any amendments to 28 U.S.C. § 1930(a)(6) that Congress makes retroactively applicable to confirmed Chapter 11 cases.

3.3 Unsecured Priority Claims

3.3.1 Priority Tax Claims

a. Payment of Priority Tax Claims

The holder of an Allowed Priority Tax Claim will receive, in full satisfaction of such Allowed Priority Tax Claim: (i) payment in full of the unpaid amount of such Allowed Priority Tax Claim in cash as soon as practicable after the latest of (a) the Effective Date, (b) the date such Allowed Priority Tax Claim becomes Allowed, and (c) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law; or (ii) such other treatment as agreed in writing by the holder thereof or ordered by the Bankruptcy Court.

b. Other Provisions Concerning Treatment of Priority Tax Claims

Notwithstanding the provisions of Section 3.3.1(a), the holder of an Allowed Priority Tax Claim shall not be entitled to receive any payment on account of any penalty arising with respect to, or in connection with the Allowed Priority Tax Claim. Any such Claim or demand for any such penalty shall be subject to treatment in Class 3 (General Unsecured Claims), if not subordinated to Class 3 claims pursuant to an order of the Bankruptcy Court. The holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Diocese, the Reorganized Debtor, or their respective property.

3.3.2 Employee Priority Claims

The holder of an Allowed Employee Priority Claim will receive, in full satisfaction of such Allowed Employee Priority Claim: (i) payment in full of the unpaid amount of such Allowed Employee Priority Claim in cash as soon as practicable after the later of (a) the Effective Date, or (b) the date such Allowed Employee Priority Claim becomes Allowed; or (ii) such other treatment as agreed in writing by the holder thereof or ordered by the Bankruptcy Court.

3.3.3 Other Priority Claims

The holder of an Allowed Claim not specifically treated in this section and entitled to priority under Bankruptcy Code Section 507(a) will receive, in full satisfaction of such Allowed Claim: (i) payment in full in cash as soon as practicable after the later

of: (a) the Effective Date, or (b) the date the Claim becomes Allowed; or (ii) such other treatment as agreed in writing by the holder thereof or ordered by the Bankruptcy Court.

ARTICLE IV TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

4.1 Class 1 – Known Survivor Claims

4.1.1 Summary

The Plan creates a Trust to fund payments to Class 1 Claimants entitled to such payments under the Plan, Trust Agreement, and Survivor Claim Distribution Plan. Class 1 Claimants' share of the Trust Assets as provided by the Survivor Claim Distribution Plan is the only amount, if any, Class 1 Claimants will be entitled to receive from the Protected Parties and Settling Insurers. Distribution from the Trust does not preclude Claims or recoveries by Class 1 Claimants against Persons who are not Protected Parties or Settling Insurers for the liability of such Persons not attributable to the causal fault or share of liability of Protected Parties or Settling Insurers under the Settling Insurer Policies. Any Person that is or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of a Class 1 Claim shall not be liable for any Protected Party's share of causal liability or fault, but claims against such party shall not be diminished or otherwise impacted by this Plan, as set forth in greater detail in the following paragraph.

4.1.2 Reservation

Except with respect to the Protected Parties and the Settling Insurers, nothing in the Plan is intended to affect, diminish, or impair the rights of any Known Survivor Claimant against any Person named or that could be named as a defendant in a lawsuit based on the Abuse that forms the basis of the Class 1 Claim except that the rights of Class 1 Claimants against third-parties, including joint tortfeasors, does not include the right of Class 1 Claimants to collect or to obtain a reallocation of the share of any judgment initially allocated to a Protected Party to any third-party based on the causal fault or share of liability of Protected Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with a Class 1 Claim shall not be liable for any Protected Party's share of liability or fault. Under no circumstances will the reservation of such Class 1 Claimant's rights against any other Person impair the Discharge, Channeling Injunctions, or Supplemental Settling Insurer Injunction with respect to any Protected Party, the Reorganized Debtor, or Settling Insurers.

4.1.3 Treatment

The Protected Parties' and Settling Insurers' liability for and obligation to pay, if any, Class 1 Claims shall be assigned to and assumed by the Trust. Each Class 1 Claim will be estimated solely for purposes of voting. The Protected Parties and the Settling Insurers shall have no further liability in connection with Class 1 Claims.

4.1.4 Release and Certification

No Class 1 Claimant shall receive any payment on any award unless and until such Class 1 Claimant has executed the Release attached as Exhibit E to this Plan. Notwithstanding the foregoing, nothing in this Article requires any Class 1 Claimant to release any Claim(s) against any joint tortfeasor that is not a Protected Party, and such Claim(s) are reserved. But in no event may a Class 1 Claimant collect on that portion of any judgment or obtain any reallocation of any judgment based on the causal fault or share of liability of any Protected Parties. Any Person that is, or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of a Class 1 Claim shall be provided by the Trustee with a copy of the executed Release upon reasonable request and provision of an appropriate, executed confidentiality agreement, and shall not be liable for any Protected Parties' share of liability or fault. The release of these Class 1 Claims is pursuant to the principles set forth in *Pierringer v. Hoyer*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). The Trust shall be obligated to provide copies of the Class 1 Claimants' releases and certifications to any of the Protected Parties or Settling Insurers upon request.

4.2 Class 2 – Unknown Survivor Claims and Late-Filed Survivor Claims

4.2.1 Summary

The Plan creates the Class 2 Reserves administered by the Trust to fund payments to Class 2 Claimants entitled to such payments under the Plan, Trust Agreement, and Survivor Claim Distribution Plan. Class 2 Claimants' share of the Class 2 Reserves as provided by the Survivor Claim Distribution Plan is the only amount, if any, Class 2 Claimants will be entitled to receive from the Protected Parties and Settling Insurers. Distribution from the Class 2 Reserves does not preclude Claims or recoveries by Class 2 Claimants against Persons who are not Protected Parties or Settling Insurers for the liability of such Persons not attributable to the causal fault or share of liability of Protected Parties or Settling Insurers under the Settling Insurer Policies. Any Person that is or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of a Class 2 Claim shall not be liable for any Protected Party's share of causal liability or fault, but claims against such party shall not be diminished or otherwise impacted by this Plan, as set forth in greater detail in the following paragraph.

4.2.2 Reservation

Except with respect to the Protected Parties and the Settling Insurers, nothing in the Plan is intended to affect, diminish, or impair the rights of any Class 2 Claimant against any Person named or that could be named as a defendant in a lawsuit based on the Abuse that forms the basis of the Class 2 Claim, except that the rights of Class 2 Claimants against third-parties, including joint tortfeasors, does not include the right of Class 2 Claimants to collect or to obtain a reallocation of the share of any judgment initially allocated to a Protected Party to any third-party based on the causal fault or share of liability of Protected Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of a

Class 2 Claim shall not be liable for any Protected Party's share of liability or fault. Under no circumstances will the reservation of such Class 2 Claimant's rights against any other Person impair the Discharge Injunction, Channeling Injunction, or Supplemental Settling Insurer Injunction with respect to any Protected Party, the Reorganized Debtor, or Settling Insurers.

4.2.3 Treatment

The Protected Parties' and Settling Insurers' liability for and obligation to pay, if any, Class 2 Claims shall be assigned to and assumed by the Trust. The Protected Parties and the Settling Insurers shall have no further or other liability in connection with Class 2 Claims.

4.2.4 Determination of Class 2 Claims

Class 2 Claims will be solely determined by the Survivor Claims Reviewer in accordance with the Survivor Claims Distribution Plan. Class 2 Claimants shall provide sufficient information to allow the Survivor Claims Reviewer to make an evaluation of the Class 2 Claim pursuant to the factors in the Survivor Claims Distribution Plan.

4.2.5 Release and Certification

No Class 2 Claimant shall receive any payment on any award unless and until such Class 2 Claimant has executed the Release attached as Exhibit E to this Plan. Notwithstanding the foregoing, nothing in this Article requires any Class 2 Claimant to release any Claim(s) against any joint tortfeasor who is not a Protected Party (excluding the Reorganized Debtor) or a Settling Insurer Entity and such Claim(s) are reserved. But in no event may a Class 2 Claimant collect on that portion of any judgment or obtain reallocation of any judgment based on the causal fault or share of liability of any Protected Party. Any Person that is or was alleged to be a joint tortfeasor with any of the Protected Parties in connection with a Class 2 Claim shall be provided by the Trustee with a copy of the executed Release upon reasonable request and provision of an appropriate, executed confidentiality agreement and shall not be liable for any Protected Parties' share of liability or fault. The release of these Class 2 Claims against Protected Parties (excluding the Reorganized Debtor) and Settling Insurers is pursuant to the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963), and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). The Trust shall be obligated to provide copies of the Class 2 Claimants' releases and certifications to any of the Protected Parties or Settling Insurers upon request.

4.3 Class 3 – General Unsecured Claims

The holder of an Allowed General Unsecured Claim will receive, in full satisfaction of such Allowed General Unsecured Claim: (i) payment in full of such Allowed General Unsecured Claim on the Effective Date or as soon as practicable thereafter; or (ii) such other treatment as agreed in writing by the holder thereof or ordered by the Bankruptcy Court. There will be no interest or penalties payable on any General Unsecured Claim.

4.4 Class 4 – Parish Claims

4.4.1 Definition

Class 4 consists of every Claim held by a Parish as of the Petition Date, including but not limited to Claims based upon (i) reimbursement for overpayments to the self-insurance fund maintained by the Diocese, (ii) reimbursement for overpayments to the group insurance fund maintained by the Diocese, (iii) indemnification and contribution relating to Abuse Claims, (iv) coverage under a Settling Insurer Policy, (v) the Diocese’s use of donations received as part of its annual appeal for donations, and (vi) the Diocese’s use of funds held in trust.

4.4.2 Summary

The Diocese has reached a global settlement with the Parishes, which is embodied in the Plan. As one component thereof, and to maximize recovery for Survivor Claimants, the Parishes have agreed to receive no distribution on account of their Class 4 Claims.

4.4.3 Treatment

There will be no distribution to the holders of any Class 4 Claims on account of such Class 4 Claims.

4.5 Special Provisions Relating to Creditors’ Rights of Setoff

Nothing in this Plan shall expand or enhance a Creditor’s right of setoff, which shall be determined as of the Filing Date. Nothing in this Plan is intended, nor shall be interpreted, to approve any Creditor’s effectuation of a post-Filing Date set off without the consent of the Diocese unless prior Bankruptcy Court approval has been obtained.

ARTICLE V MEANS OF EXECUTION OF THE PLAN

5.1 Trust Funding

The Trust shall be established for the purposes of assuming liability of Protected Parties and Settling Insurers for Channeled Claims and receiving, liquidating, and distributing Trust Assets in accordance with this Plan and the Survivor Claim Distribution Plan. The proposed Trust Agreement is attached hereto as Exhibit D.

5.1.1 Transfers from the Diocese to the Trust

The Diocese will transfer \$7,000,000 to the Trust within two business days after the Confirmation Order has become a Non-Appealable Order. The Diocese will transfer all Claims or Causes of Action that the Diocese may hold against any and all Other Insurers, to the extent the Diocese holds any such Claims or Causes of Action.

5.1.2 Transfers from Parishes to the Trust

The Parishes will transfer \$1,000,000 to the Trust within two business days after the Confirmation Order has become a Non-Appealable Order.

5.1.3 Settling Insurer Contributions

Each Settling Insurer will pay its Insurance Settlement Amount to the Trust within the time set forth in each such Insurance Settlement Agreement.

5.2 Post-Effective Date Unknown Claim Reserve

The Trust shall establish the Post-Effective Date Unknown Claim Reserve. The Trust shall contribute \$200,000 from the Trust Assets to the Post-Effective Date Unknown Claim Reserve and the Diocese shall separately contribute an additional \$200,000 to the Post-Effective Date Unknown Claim Reserve. For the avoidance of doubt, the Diocese's \$200,000 contribution is separate from, and in addition to, the Diocese's contribution to the Trust pursuant to Section 5.1.1 of the Plan. The Trust shall maintain the Post-Effective Date Unknown Claim Reserve until the earlier of (i) the exhaustion of the Post-Effective Date Unknown Claim Reserve or (ii) the occurrence of the fifth (5th) anniversary of the Effective Date. One-half of any funds that remain in the Post-Effective Date Unknown Claim Reserve on the fifth anniversary of the Effective Date shall be returned to the Reorganized Debtor and the other half of such funds shall be retained by the Trust, with no further restrictions on the Trust's use of such funds except for the general restrictions on use of Trust Assets provided for in the Trust Documents.

5.3 Pre-Effective Date Unknown Claim Reserve

The Trust shall establish the Pre-Effective Date Unknown Claim Reserve. After the Survivor Claims Reviewer determines that there are one or more valid Pre-Effective Date Unknown Claims, the Trust shall contribute \$250,000 from the Trust Assets to the Pre-Effective Date Unknown Claim Reserve and the Diocese shall separately contribute an additional \$250,000 to the Pre-Effective Date Unknown Survivor Claim Reserve. For the avoidance of doubt, the Diocese's \$250,000 contribution is separate from, and in addition to, the Diocese's contribution to the Trust pursuant to Section 5.1.1 of the Plan. The Pre-Effective Date Unknown Claim Reserve shall be administered as provided in the Trust Agreement and Survivor Claim Distribution Plan. The Trust shall maintain the Pre-Effective Date Unknown Claim Reserve until the payment of all allowed Pre-Effective Date Unknown Survivor Claims. One-half of any funds that remain in the Pre-Effective Date Unknown Claim Reserve shall be returned to the Reorganized Debtor within 30 days of the completion of payments to holders of all allowed Pre-Effective Date Unknown Survivor Claims. The remaining half of such funds shall be retained by the Trust, with no further restrictions on the Trust's use of such funds except for the general restrictions on use of Trust Assets provided for in the Trust Documents.

5.4 Late-Filed Claim Reserve

The Trust shall establish the Late-Filed Claim Reserve. The Trust shall contribute \$20,000 from the Trust Assets to the Late-Filed Claim Reserve and the Diocese shall separately contribute an additional \$20,000 to the Late-Filed Claim Reserve. For the avoidance of doubt,

the Diocese's \$20,000 contribution is separate from, and in addition to, the Diocese's contribution to the Trust pursuant to Section 5.1.1 of the Plan. The Late-Filed Claim Reserve shall be administered as provided in the Trust Agreement and Survivor Claim Distribution Plan. The Trust shall maintain the Late-Filed Claim Reserve until the earlier of (i) the exhaustion of the Late-Filed Claim Reserve or (ii) the occurrence of the fifth (5th) anniversary of the Effective Date. One-half of any funds that remain in the Late-Filed Claim Reserve on the fifth anniversary of the Effective Date shall be returned to the Reorganized Debtor and the other half of such funds shall be retained by the Trust, with no further restrictions on the Trust's use of such funds except for the general restrictions on use of Trust Assets provided for in the Trust Documents.

5.5 Vesting

On the Effective Date, all Trust Assets shall vest in the Trust, and the Diocese and other 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 in accordance with this paragraph, the Diocese and other Protected Parties shall have no further Interest in or with respect to the Trust Assets, except as to the Reorganized Debtor's remainder Interest in the Class 2 Reserves, to the extent there are such remaining funds as detailed in Sections 5.2, 5.3, and 5.4 of the Plan.

ARTICLE VI TRUST

6.1 Establishment of Trust

On or before the Confirmation Date, the Trust shall be established in accordance with the Trust Documents. The Trust is intended to qualify as a "Designated" or "Qualified Settlement Fund" pursuant to Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The Diocese is the "transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trustee shall be classified as the "administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3). The Trust Documents, including the Trust Agreement, are incorporated herein by reference.

6.2 Tax Matters

The Trust shall not be deemed to be the same legal entity as the Diocese or the Reorganized Debtor, but only the assignee of certain assets of the Diocese and a representative of the Estate for delineated purposes within the meaning of Bankruptcy Code Section 1123(b)(3). 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.

6.3 Appointment of the Trustee

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

6.4 Rights and Responsibilities of Trustee

As provided for in the Insurance Settlement Agreements, the Trust shall be a third-party beneficiary of the Insurance Settlement Agreements, with the right, power, and authority to take any action required to enforce the Insurance Settlement Agreements. Additionally, the Trust shall have the right, power, and authority to seek enforcement of the Plan, Confirmation Order, or any other Non-Appealable Order entered by the Bankruptcy Court in this Chapter 11 Case that may affect the Trust's ability to administer Trust Assets or otherwise perform its duties pursuant to the Plan. 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 Bankruptcy Code Section 505(b) 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, at the Trust's sole expense, as reasonably necessary and to carry out the obligations of the Trustee hereunder and under the Trust Agreement. The Confirmation Order shall state that, absent permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action, or proceeding shall be commenced in any forum other than the Bankruptcy Court against the Trustee in its official capacity, with respect to its status, duties, powers, acts, or omissions as Trustee.

6.5 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 in a manner consistent with the terms of the Trust Agreement.

6.6 Registry of Beneficial Interests

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

6.7 Non-Transferability of Interests

Any transfer of an interest in the Trust shall not be effective until and unless the Trustee receives written notice of such transfer.

6.8 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 fifth (5th) anniversary of the Effective Date.

6.9 Immunity; Liability; Indemnification

6.9.1 No Liability for Reorganized Debtor or Trustee

Neither the Reorganized Debtor or its respective members, designees, or professionals, nor the Trustee or any duly designated agent or representative of the Trustee, nor their respective employees, shall be liable for the acts or omissions of any other member, designee, agent, or representative of such Trustee, except that the Trustee shall be liable for 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.

6.9.2 No Recourse Against Trustee

No recourse shall ever be had, directly or indirectly, against the Trustee personally, or against any employee, contractor, agent, attorney, accountant, or other professional retained in accordance with the terms of the Trust Agreement or the Plan by the Trustee, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trustee in implementation of 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 the 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 directly against the Trustee. The Trust shall not be covered by a bond.

6.9.3 Indemnification by Trust

The Trust shall defend, indemnify, and hold harmless 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.

a. Additionally, the Reorganized Debtor, and each of its respective agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative, or arbitrate action, by reason of any act or omission of the Trust or Trustee or respective agents, with respect to: (i) the assessment or liquidation of any Survivor Claims, (ii) the administration of the Trust and the implementation of the Survivor Claim Distribution Plan, or (iii) 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 Diocese or Reorganized Debtor, and their respective professionals, officers, and directors, in connection with or resulting from such action, suit or proceeding, provided such expenditures have been approved by the Trust in advance such approval not to be unreasonably withheld.

b. Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, the Diocese, the Reorganized Debtor, and their respective agents in connection with any action, suit, or proceeding, whether civil, administrative, or arbitrate, 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 Diocese, the Reorganized Debtor, and their respective agents, to repay such amount in the event that it shall be determined ultimately by Non-Appealable Order that such Trustee, the Diocese, the Reorganized Debtor, and their respective professionals, officers, and directors is not entitled to be indemnified by the Trust.

6.10 Trust Liability

On the Effective Date, the Trust shall automatically and without further act or deed assume: (i) all liability, if any, of the Protected Parties and Settling Insurers in respect of Channeled Claims, subject to Section 13.14; and (ii) the responsibility for preserving and managing Trust Assets and distributing Trust Assets.

ARTICLE VII SURVIVOR CLAIMS

7.1 Assessment

Each Survivor Claim will be assessed by the Survivor Claims Reviewer in accordance with the Survivor Claim Distribution Plan to determine whether the Survivor Claimant is entitled to a distribution. The Diocese or the Reorganized Debtor shall reasonably cooperate with the Survivor Claims Reviewer and the Trustee as requested by the Survivor Claims Reviewer or the Trustee in connection with any inquiries by either in the administration of the Survivor Claim Distribution Plan.

7.2 Dismissal of Pending Litigation

Within 21 days after Effective Date, all Claims arising out of, or related to, Survivor Claims asserted in any lawsuit against any Protected Party or Settling Insurer, with respect to coverage under the Settling Insurer Policies, currently pending in state court shall be dismissed with prejudice and without fees or costs being recoverable against any Protected Party or by any Protected Party against the Survivor Claimant.

7.3 Release

Prior to any Survivor Claimant receiving a payment from the Trust, the Claimant shall sign the Release attached as Exhibit E.

7.4 Objections Deemed Withdrawn

Any objection asserted by the Diocese to a Survivor Claim pending as of the Effective Date is deemed withdrawn without prejudice. Whether and the extent to which any 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.

7.5 Objections and Litigation after the Effective Date

As of the Effective Date, the Trustee shall have the sole and exclusive right to object to Survivor Claims. The Reorganized Debtor shall have no right to object to any Survivor Claims after the Effective Date.

7.6 Claim Withdrawal

A Survivor Claimant may withdraw his or her Survivor Claim at any time on written notice to the Trustee. If withdrawn, (i) the Survivor Claim will be withdrawn with prejudice and may not be reasserted, and such Survivor Claimant shall still be subject to the Discharge, the Channeling Injunctions, and the Supplemental Insurer Injunction as provided by this Plan; and (ii) any reserve maintained by the Trust on account of such Survivor Claim shall revert to the Trust as a Trust Asset for distribution in accordance with the Plan and Survivor Claim Distribution Plan.

7.7 Distributions to Survivor Claimants

A Survivor Claimant, who the Survivor Claims Reviewer determines to be entitled to a distribution, will receive a distribution from the Trust in the amount(s) and at the time(s) provided for in the Survivor Claim Distribution Plan. Any payment on a Survivor Claim constitutes payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. For the avoidance of doubt, Survivor Claimants' recovery on their Survivor Claims shall be limited to the distributions they are entitled to, if any, from the Trust under the Survivor Claim Distribution Plan, and they shall not be entitled to collect personally or otherwise any additional amounts whatsoever on their Survivor Claims from any Protected Party or any Protected Party's assets, or from any Settling Insurers or Settling Insurers' assets in respect of the

Protected Party's coverage under any Settling Insurer Policies, even if they are denied a distribution pursuant to the Survivor Claim Distribution Plan. For the avoidance of doubt, the Class 2 Reserves shall be the sole source of payment to Class 2 Claimants on account of Class 2 Claims. Survivor Claimants' recovery on their Class 2 Claims shall be limited to the distributions they are entitled to, if any, under the Survivor Claim Distribution Plan, and they shall not be entitled to collect personally or otherwise any additional amounts whatsoever on their Class 2 Claims from the Trust, any Protected Party, any Protected Party's assets, any Settling Insurers or any Settling Insurers' assets in respect of the Protected Party's coverage under any Settling Insurer Policies, even if they are denied a distribution pursuant to the Survivor Claim Distribution Plan.

7.8 Survivor Claims Reviewer

The Trustee shall retain the Survivor Claims Reviewer. Fees payable to the Survivor Claims Reviewer for review of Class 1 Claims shall be paid from the Trust Assets. Fees payable to the Survivor Claims Reviewer for review of Unknown Survivor Claims shall be paid by the Trustee from the Post-Effective Date Unknown Claim Reserve or Pre-Effective Date Unknown Claim Reserve, depending on whether the Unknown Survivor Claim was a Post-Effective Date Unknown Survivor Claim or a Pre-Effective Unknown Survivor Claim. Fees payable to the Survivor Claims Reviewer for review of Late-Filed Survivor Claims shall be paid by the Trustee from the Late-Filed Claim Reserve.

7.9 Medicare Procedures

With respect to all Survivor Claims, the Trust shall maintain sufficient funds to pay any potential reimbursements to Medicare. The Trust shall complete the following "Medicare Procedures" for Survivor Claims: (i) the Trustee shall determine whether each Survivor Claimant with a Date of Injury after December 5, 1980 is Medicare Eligible; (ii) upon request, the Trust shall provide to a Settling Insurer or the Diocese information sufficient to allow them to perform their own SSA queries to the extent they wish to do so; (iii) in the event that one or more Survivor Claimants with Dates of Injury after December 5, 1980 is/are identified as Medicare Eligible, the Trust shall complete a query to the CMS for each such Survivor Claimant to determine whether any Conditional Payment has been made to or on behalf of that Survivor Claimant arising from or relating to treatment for Abuse; (iv) if any Conditional Payment has been made to or on behalf of that Survivor Claimant, the Trustee shall, within the time period called for by the MSPA, reimburse the appropriate Medicare Trust Fund for the appropriate amount, and submit the required information for that Survivor Claimant to the appropriate agency of the United States government.

7.10 Medicare Claims Indemnity

The Trust shall defend, indemnify, and hold harmless the Protected Parties and the Settling Insurers from any Medicare Claims arising out of or related to a Survivor Claim, and any Claims related to the Trust's obligations under this Plan.

ARTICLE VIII SETTLING INSURERS

8.1 Insurance Settlement Agreements

The Insurance Settlement Agreements shall automatically be, and hereby are, incorporated by reference and made part of the Plan as if set forth fully herein. Upon (i) the Confirmation Order becoming a Non-Appealable Order, (ii) the conditions precedent in each Insurance Settlement Agreement being satisfied, and (iii) subject to any termination provisions in an Insurance Settlement Agreement, the Insurance Settlement Agreements shall become fully binding on the Trust, Protected Parties, the Reorganized Debtor, the UCC, Settling Insurers, the Survivor Claimants, parties in interest in the Chapter 11 Case, and any of the foregoing Persons' successors and assigns. The rights of the parties under any Insurance Settlement Agreements shall be determined exclusively under the applicable Insurance Settlement Agreements and those provisions of the applicable Approval Order approving such Insurance Settlement Agreements, and the Confirmation Order. The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and consummation of the Plan.

8.2 Sale Free and Clear of Interests of Settling Insurer Policies

To the extent provided in each of the respective Insurance Settlement Agreements and effective on the later of (i) the Effective Date of the Plan or (ii) the payment by the Settling Insurer of the Insurance Settlement Amount due under such agreement, each and every Settling Insurer Policy shall be sold to the issuing Settling Insurer pursuant to Bankruptcy Code Sections 105, 363, and 1123, free and clear of all liens, Claims and Interests of all Protected Parties and Survivor Claimants; provided, however, that the certificates of insurance issued by Catholic Mutual to the Diocese shall not be sold. As set forth in certain of the Insurance Settlement Agreements and the corresponding Approval Orders, each Settling Insurer that is repurchasing any Settling Insurer Policy is a good faith purchaser of such insurance policy within the meaning of Bankruptcy Code Section 363(m), the consideration exchanged constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to each such Settling Insurer Policy and constitutes reasonably equivalent value, the releases in such Insurance Settlement Agreements and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws, and each such Settling Insurer Policy shall be terminated and be of no further force and effect with the issuing Settling Insurer having fully and completely performed any and all obligations under each such Settling Insurer Policy, including any performance owed to the Diocese and Parishes, and all limits of liability of each such Settling Insurer Policy shall be deemed fully and properly exhausted.

8.3 Resolution of Claims Involving Settling Insurers

The Confirmation Order shall provide that within 10 days after payment of the Insurance Settlement Amounts, the Diocese and the 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.

8.4 The Settling Insurers' Payments

The Settling Insurers will pay to the Trust the sums set forth in their respective Insurance Settlement Agreements within the time set forth in their respective Insurance Settlement Agreements.

8.5 Judgment Reduction

8.5.1 Automatic Reduction

In any proceeding, suit, or action to recover or obtain insurance coverage or proceeds for a Survivor Claim from an Other Insurer, the following shall apply: If the Trust, a Protected Party, a Survivor Claimant, or any other Person bound by the Plan obtains a judgment against the Other Insurer, the judgment shall automatically be reduced by the amount, if any, that all Settling Insurers would have been liable to pay such Other Insurer as a result of the Other Insurer's Related Insurance Claim against one or more Settling Insurers. To ensure that such a reduction is accomplished, (i) the Person pursuing the Related Insurance Claim (whether the Trust, the Protected Parties, a Survivor Claimant, or any other Person bound by the Plan) shall inform the Other Insurer of the existence of this judgment reduction provision at the time a Claim is first asserted against the Other Insurer; (ii) the Other Insurer's Related Insurance Claim against a Settling Insurer may be asserted as a defense in any proceeding, suit, or action to obtain insurance coverage or proceeds from that Other Insurer for a Survivor Claim; and (iii) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer is determined to be valid by the court presiding over such action, the liability of the Other Insurer shall be reduced dollar for dollar by the amount so determined.

8.5.2 Pursuit of Related Insurance Claims

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 other Settling Insurer that does not assert a Related Insurance Claim against a corresponding Settling Insurer. Notwithstanding the foregoing, if a Person pursues a Related Insurance Claim against a Settling Insurer, then such Settling Insurer shall be free to assert its Related Insurance Claims against such Person.

8.5.3 Settlements with Other Insurers

In the event that the Reorganized Debtor or the Trust executes a settlement agreement with any Other Insurer after the Effective Date, the Reorganized Debtor and the Trust shall use best efforts to obtain, from such Other Insurer, if any, agreements similar to those contained in this Section.

8.6 Further Assurances; Non-Material Modifications

From and after the Effective Date, the Reorganized Debtor and the Settling Insurers shall be authorized to enter into, execute, adopt, deliver, or implement all notes, contracts, security agreements, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements contained in this Article without further order of the Bankruptcy

Court. The Reorganized Debtor and the Settling Insurers may make technical or immaterial alterations, amendments, modifications, waivers, or supplements to the terms of any Insurance Settlement Agreement. A class of Claims that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified, or supplemented under this Section, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such class. An order of the Bankruptcy Court approving any amendment or modification made pursuant to this Section shall constitute an order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

8.7 Indemnification Obligations

a. From and after the Effective Date, the Trust shall defend, indemnify, and hold harmless the Settling Insurers with respect to any and all Survivor Claims, Related Insurance Claims, and Medicare Claims.

b. The Reorganized Debtor shall defend, indemnify, and hold harmless the Settling Insurers with respect to any Survivor Claims subject to any limitations in the Insurance Settlement Agreements. The Settling Insurers shall have the right to defend any Claims identified in this Section 8.7 and shall do so in good faith.

c. The indemnification obligations of the Trust and the Reorganized Debtor to the Settling Insurers includes Survivor Claims made by Persons over whom the Diocese or Parishes do not have control, including any other Person who asserts Survivor Claims against or right to coverage under the Settling Insurer Policies. The Settling Insurers shall have the right to defend any Claims identified in this section and shall do so in good faith in the event the Settling Insurer chooses to defend such Claims. The Settling Insurers may undertake the defense of any Claim on receipt of such Claim without affecting such indemnification obligations. The Settling Insurers shall notify the Trust or the Reorganized Debtor, as applicable, as soon as practicable of any Claims identified in this section and of their choice of counsel. The Settling Insurers' defense of any Claims shall have no effect on the obligations of the Trust or the Reorganized Debtor, as applicable, to indemnify the Settling Insurers for such Claims, as set forth in this section. The Trust or Reorganized Debtor, as applicable, is not obligated to indemnify the Settling Insurers for Claims that are or may be made against the Settling Insurers by other insurers. Any obligation of the Trust or Reorganized Debtor, as applicable, to indemnify the Settling Insurer under this section shall not exceed the Settlement Amount set forth in the Settlement Agreement as actually paid by the corresponding Settling Insurer. Subject to the limitations above concerning the maximum amounts the indemnifying party must pay, the Trust or Reorganized Debtor, as applicable, shall reimburse all reasonable attorneys' fees, expenses, costs, and amounts incurred by the Settling Insurers in defending such Claims. In defense of any such Claims, the Settling Insurers may settle or otherwise resolve a Claim consistent with the terms of this Plan and with the prior consent of the indemnifying party, which consent shall not be unreasonably withheld.

8.8 Timing

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

ARTICLE IX ESTIMATIONS/ASSESSMENTS

9.1 Estimations/Assessments are Not Binding

Estimations of Class 1 Claims for purposes of voting, and the determination of qualification, assignment of points, and payment of distributions of Survivor Claims under the Survivor Claim Distribution Plan:

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

b. shall not be deemed to constitute a determination of liability of any Person.

ARTICLE X DISTRIBUTIONS AND CLAIMS ADMINISTRATION FOR CLAIMS OTHER THAN SURVIVOR CLAIMS

10.1 Distributions

Unless otherwise provided in this Plan, distributions for Claims other than Survivor Claims shall be made by the Reorganized Debtor.

10.2 Method of Payment

Except with respect to Survivor Claims, payments under this Plan will be made by check, mailed with first class postage pre-paid, to the holder of each Claim at the address listed on its Proof of Claim as of the Record Date, or if no Proof of Claim has been filed by the date of the hearing on confirmation, to the address listed on the Schedules as of the Record Date. Holders of Claims as of the Record Date may contact the Reorganized Debtor to amend their addresses as follows:

The Diocese of New Ulm
Attention: Thomas Holzer
Catholic Pastoral Center
1421 6th Street North
New Ulm, MN 56073

10.3 Reservation of Rights to Object to Claims

Except with respect to Survivor Claims, the Reorganized Debtor shall have and retain any and all objections to any and all Claims and motions or other requests for the payment of Claims, whether Administrative Expense, secured, or unsecured, including, without limitation, any and all objections to the validity or amount of any and all alleged Administrative Expense Claims, priority tax Claims, liens and security interests, whether under the Bankruptcy Code, other applicable law, or contract.

10.4 Filing of Objections

Except with respect to Survivor Claims or Administrative Expenses, any objections to Claims will be filed within ninety (90) days after the Effective Date (unless such day is not a business day, in which case such deadline will be the next business day thereafter) or at such later date as approved by the Bankruptcy Court upon request from the Reorganized Debtor. Any Claim objections arising solely under 11 U.S.C. § 502(d) are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting an Avoidance Claim. An objection to a Claim will be deemed properly served on the holder of the Claim if the Reorganized Debtor effects service by any of the following methods: (i) in accordance with Federal Rule of Civil Procedure 4, as made applicable by Bankruptcy Rule 7004; (ii) by first class mail on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or Interest or any attachment thereto; or (iii) by first class mail on any counsel that has appeared on the behalf of the claimholder in the Chapter 11 Case.

10.5 Procedures for Treating and Resolving Disputed Claims

10.5.1 No Distributions Pending Allowance

Notwithstanding any other provision hereof, no payments or distributions will be made with respect to all or any portion of a Disputed Claim, other than a Survivor Claim, unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Non-Appealable Order, and the Disputed Claim has become an Allowed Claim.

10.5.2 Claim Estimation

Except with respect to Survivor Claims, the Diocese may request estimation or limitation of any Disputed Claim that is contingent or unliquidated pursuant to Bankruptcy Code Section 502(c); provided, however, that the Bankruptcy Court will determine: (i) whether such Disputed Claim is subject to estimation pursuant to Bankruptcy Code Section 502(c), and (ii) the timing and procedures for such estimation proceedings, if any. Unless provided otherwise in an order of the Bankruptcy Court, the estimated amount shall constitute the Allowed amount of such Claim or a maximum limitation on such Claim, as the Bankruptcy Court may direct; provided, however, that if the estimate constitutes the maximum limitation on such Claim, the Diocese may

elect to pursue supplemental proceedings to object to the ultimate allowance of such Claim. The foregoing shall not limit the rights granted by Bankruptcy Code Section 502(j).

10.5.3 No Distribution if Cause of Action Asserted

Notwithstanding any other provision hereof, no payment or distribution will be made with respect to all or any portion of a Claim or Allowed Claim held by a claimant against whom an Avoidance Claim or Cause of Action is asserted unless and until such Avoidance Claim or Cause of Action has been settled or withdrawn or has been determined by Non-Appealable Order.

10.5.4 Payment Upon Allowance and Disallowance of Disputed Claims

At such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Reorganized Debtor shall distribute to the holder thereof the distribution(s) to which the holder is then entitled under the Plan. Such distribution, if any, shall be made as soon as practicable after the entry of the Non-Appealable Order allowing the Claim.

10.6 Record Date

The Record Date for Claim transfers is the Confirmation Date. Claim transfers will not be recognized after the Confirmation Date. Payment under the Plan will be mailed to the address of the holder of the Claim as of the Record Date until the holder of the Claim as of the Record Date notifies the Reorganized Debtor in writing of a different address.

10.7 De Minimis Distributions

The Reorganized Debtor shall not be required to make any payment of less than twenty-five dollars (\$25.00) with respect to any Allowed General Unsecured Claim.

10.8 Unclaimed Payments

In the event a payment is returned to the Reorganized Debtor unclaimed, with no indication of the payee's forwarding address, the Reorganized Debtor will hold such payment for a period of 90 days from the date of return. If not claimed by the payee by the end of that period, the funds will be retained by the Reorganized Debtor.

10.9 Time Bar to Check Payments

Checks issued by the Reorganized Debtor shall be null and void if not negotiated within 90 days from and after the date of issuance. Requests for re-issuance of any check shall be made to the Reorganized Debtor by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check must be made on or before 120 days after the date of issuance of such check. After 120 days after issuance of a non-negotiated check for which the holder of the Allowed Claim did not request re-issuance, all claims in respect of voided checks shall be Discharged and forever barred.

10.10 Setoffs

The Reorganized Debtor may, pursuant to applicable non-bankruptcy law, set off against any distribution(s) to be made pursuant to the Plan, the claims, rights, and Causes of Action of any nature the Diocese may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release of any such claims, rights, and Causes of Action that the Diocese holds or may hold against such holder.

ARTICLE XI EXECUTORY CONTRACTS AND UNEXPIRED LEASES

11.1 Assumption or Rejection of Executory Contracts and Unexpired Leases

Each Assumed Agreement shall be assumed as of the Effective Date, to the extent that each such Assumed Agreement has not already expired, concluded, or terminated under its own terms. All other executory contracts, unexpired leases, or other agreements that are not Assumed Agreements and were not previously assumed or rejected by order of the Bankruptcy Court in the Chapter 11 Case shall be deemed rejected as of the Effective Date. Entry of the Confirmation Order shall constitute, pursuant to Bankruptcy Code Sections 365 and 1123, the approval of the rejection of all such executory contracts and unexpired leases.

11.2 Cure of Defaults

Payments of any Cure Amount Claims relating to the Assumed Agreements shall be made pursuant to Plan Section 3.1.2.

11.3 Bar Dates for Rejection Damage Claims

To the extent not subject to a claim filing deadline set forth in any prior or subsequent order of the Bankruptcy Court, claims arising out of the rejection of an executory contract or unexpired lease pursuant to Plan Section 11.1 must be filed with the Bankruptcy Court no later than 30 days after the entry of the Confirmation Order and, upon allowance, shall be an Allowed General Unsecured Claim. Any Claims not filed within such applicable time periods shall be forever barred from receiving a distribution from the estate, the Diocese, or the Reorganized Debtor.

ARTICLE XII EFFECTIVENESS OF THE PLAN

12.1 Conditions Precedent to the Effective Date

The Effective Date shall not occur, and this Plan shall not be consummated, unless and until each of the following conditions have been satisfied:

- a. The Bankruptcy Court shall have entered the Confirmation Order, the Confirmation Order shall be a Non-Appealable Order, and no stay of the Confirmation Order shall then be in effect.

- b. All Insurance Settlement Agreements shall have been duly executed by all parties thereto and filed with the Bankruptcy Court, in each case in form and substance satisfactory to the Diocese, the UCC, and the Settling Insurers.
- c. The Trustee and the Reorganized Debtor shall have executed the Trust Agreement.
- d. All Approval Orders shall have become a Non-Appealable Order.
- e. The payments discussed in Subsections 5.1.1 and 5.1.2 shall have been received by the Trust.
- f. The Plan has not been materially amended, altered, or modified as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made with consent of the Diocese.

12.2 Notice of Effective Date

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

12.3 Effect of Non-Occurrence of Conditions

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

ARTICLE XIII EFFECTS OF CONFIRMATION

13.1 Discharge

Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date, the Diocese will be Discharged from, and its liability will be extinguished completely in respect to, any Claim and debt, whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, that arose before the Confirmation Date, including, without limitation, all Interest, if any, on any such Claims and debts, whether such Interest accrued before or after the Filing Date, and including all Claims and debts of the kind specified in Bankruptcy Code Sections 502(g), 502(h), and 502(i), whether or not a Proof of Claim is filed or is deemed filed under Bankruptcy Code Section 501, such Claim is Allowed under Bankruptcy Code Section 502, or the holder of such Claim has accepted the Plan.

13.2 Title to and Vesting of Assets

All property of the Diocese and the estate is dealt with by this Plan; therefore, on the Effective Date, to the full extent allowed by Bankruptcy Code Sections 1141(b) and 1141(c), all property of the Diocese and the estate, including Retained Claims, shall vest in the Reorganized Debtor and such property shall be free and clear of all Interests of creditors and equity security holders, except to the extent the Plan explicitly provides that such Interests are retained. From and after the Effective Date, the Reorganized Debtor may operate, use, acquire, and dispose of property in accordance with the Plan, free and clear of any restrictions of the Bankruptcy Code and the Bankruptcy Rules, and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided in this Plan. The Reorganized Debtor may pursue any Retained Claims at the discretion of the Reorganized Debtor and will retain the proceeds thereof, if any.

13.3 Corporate Action

On the Effective Date, all matters provided for herein that would otherwise require approval of the management of the Diocese shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to the applicable general corporation law of Minnesota, without any requirement of further action by the management of the Diocese.

13.4 Identity of Officers of Reorganized Debtor

In accordance with Bankruptcy Code Section 1129(a)(5), 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 H.

13.5 Exculpation and 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 the Chapter 11 Case or in connection with the preparation and filing of the Chapter 11 Case, the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, the formulation and negotiation of an Insurance Settlement Agreement, or the seeking or obtaining of an Approval Order related to an Insurance Settlement Agreement, 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 Non-Appealable 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 UCC and the Diocese and their respective officers, board and committee members,

employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Bankruptcy Code Section 1125(e) and the Channeling Injunction.

13.6 Limitation of Liability

The Protected Parties, the Trust, the Trustee, and professionals employed by the foregoing shall not have any liability to any entity, including any governmental entity or Insurer, on account of payments made to a Survivor Claimant, including any liability under the MSPA.

13.7 Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers

In consideration of the undertakings of the Protected Parties and the Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurers, and pursuant to Bankruptcy Code Sections 105 and 363:

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. **any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers, including:**

(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 the Settling Insurers or against the property of any of the Protected Parties or the Settling Insurers;

(2) enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or the Settling Insurers;

(3) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurers, or the property of the Protected Parties or the Settling Insurers;

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

A. any obligation due any of the Protected Parties or the Settling Insurers;

B. any of the Protected Parties or the Settling Insurers; or

C. the property of any of the Protected Parties or the Settling Insurers.

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and

(6) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers.

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

13.8 Supplemental Settling Insurer Injunction

Pursuant to Bankruptcy Code Sections 105(a) and 363 and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies free and clear of all Interests pursuant to Bankruptcy Code Section 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests (including all debt holders, all equity holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to an Insurance Settlement Agreement) against any of the Protected Parties or the Settling Insurers, which, directly or indirectly, arise from, relate to, or are in connection with any Survivor Claims that are covered or alleged to be covered under the Settling Insurer Policies, or any Related Insurance Claims related to such Survivor Claims, 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, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with a Survivor Claim, including:

a. commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or

the Settling Insurers or the property of the Protected Parties or the Settling Insurers;

b. enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;

c. creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;

d. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers; and

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

The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation.

13.9 Protected Parties' Waiver and Consent

In consideration of the releases and Channeling Injunction, the Supplemental Settling Insurer Injunction, and other covenants set forth herein, subject to the occurrence of the Effective Date, each of the Protected Parties:

a. irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Claims and/or Interests they have or might have now or in the future against the other Protected Parties, the Reorganized Debtor, and the Settling Insurers with respect to any and all Related Insurance Claims, any contribution, subrogation, indemnification, or other similar Claim arising from or relating to Survivor Claims covered or alleged to be covered under the Settling Insurer Policies, and any Settling Insurer Policies; and

b. consents to the sale of Protected Parties' Claims and/or Interests, if any, in the Settling Insurer Policies in accordance with the Insurance Settlement Agreements and to the contribution of the proceeds from such sale and settlement to the Trust, as provided in the Plan.

13.10 Debtor Waiver and Release of Claims

In consideration of any payments to be made by the Settling Insurers and other consideration provided by each Settling Insurer, upon payment by the Settling Insurers of their respective settlement amounts under the corresponding Insurance Settlement Agreements, the Diocese irrevocably and unconditionally, without limitation, releases, acquits, forever discharges, and waives any Interests they have or might have now or in the future (i) under the

Settling Insurer Policies to the extent those Settling Insurer Policies are bought back under any Insurance Settlement Agreement and this Plan; (ii) against the Settling Insurers with respect to any Survivor Claim; and (iii) against the other Protected Parties with respect to any Channeled Claim.

13.11 Injunctions in Full Force and Effect

All injunctions and/or stays provided for in the Plan, the injunctive provisions of Bankruptcy Code Sections 524 and 1141, and all injunctions or stays protecting any Settling Insurer that has purchased its policies of insurance or certificates of insurance, free and clear of all liens, Claims, and Interests pursuant to Bankruptcy Code Sections 105, 363, and 1123, are permanent and will remain in full force and effect following the Effective Date of the Plan and are not subject to being vacated or modified. The injunctions and releases contained in the Plan shall control notwithstanding any other provision in the Plan or in any Insurance Settlement Agreement.

13.12 Injunctions Integral

The foregoing injunctive provisions are an integral part of the Plan and are essential to its implementation. Any and all currently pending court proceedings, the continuation of which would violate Article 13 of the Plan or the releases provided for under the Plan or Insurance Settlement Agreements shall be dismissed with prejudice.

13.13 No Bar on Certain Claims.

Notwithstanding the foregoing injunctions and Plan provisions, nothing in this Plan shall be construed to bar either (i) a Claim based on Abuse against a Person who is not a Protected Party or a Settling Insurer or (ii) a Claim by such Person for insurance coverage in connection with a Claim described in the foregoing clause (i) under an insurance policy other than the Settling Insurer Policies.

13.14 Defense and Indemnity for Covered Non-Survivor Claims

After the Effective Date, the Reorganized Debtor will defend and indemnify any Protected Party with respect to any Covered Non-Survivor Claims, and, if so required by the Insurance Settlement Agreements, will defend and indemnify the Settling Insurers with respect to any Covered Non-Survivor Claims. As to any Claim against the Trust that qualifies as a Covered Non-Survivor Claim, the Reorganized Debtor will also undertake on behalf of the Trust the enforcement of the injunctions set forth in the Plan, will defend the Covered Non-Survivor Claim, and, if judgment is entered on such Claim, will indemnify the Trust for any liability for such Claim. The Reorganized Debtor may not seek insurance coverage for the Claims defended or indemnified under this Section from the Settling Insurers under any Settling Insurer Policy. Nothing in this provision or any other Plan provision is intended to suggest that any Person is entitled to obtain a judgment on a Covered Non-Survivor Claim or other Enjoined Claim, that such judgment would be covered under any Settling Insurer Policy, or that any Person is entitled to seek coverage for such judgment against any Protected Party or Settling Insurer in violation of the Discharge, Channeling Injunction, or Supplemental Settling Insurer Injunction. For the avoidance of doubt, nothing contained in this Section or the Plan is intended to provide, expand,

modify or add coverage for the Diocese or any other Protected Party under any Settling Insurer Policy to cover the Diocese's indemnification of any Covered Non-Survivor Claims.

13.15 Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Diocese and Reorganized Debtor shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan. Pursuant to Bankruptcy Code Section 1146(a), the following shall not be subject to any stamp tax, real estate transfer tax, mortgage recording tax, sales or use tax, or similar tax: (i) the creation of any mortgage, deed of trust, lien, or other security interest; (ii) the making or assignment of any lease or sublease; or (iii) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, or assignments executed in connection with any of the foregoing or pursuant to this Plan.

13.16 Cancellation of Instruments

On the Effective Date, all instruments evidencing or creating any indebtedness or obligation of the Diocese, except such instruments that are authorized or issued under this Plan, shall be cancelled and extinguished. The holders of, or parties to, the cancelled notes and other agreements and instruments shall have no rights arising from or relating to such notes, share certificates, and other agreements and instruments or the cancellation thereof, except any rights provided pursuant to this Plan.

13.17 Dissolution of the Committee

On the Effective Date, the UCC shall be dissolved, and the members thereof and the professionals retained thereby shall be released and discharged from their respective fiduciary obligations.

ARTICLE XIV RETENTION OF JURISDICTION

14.1 By the Bankruptcy Court

Pursuant to Sections 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. Sections 1334 and 157, on and after the Effective Date, the Bankruptcy Court shall retain: (i) original and exclusive jurisdiction over the Chapter 11 Case, (ii) original, but not exclusive, jurisdiction to hear and determine all core proceedings arising under the Bankruptcy Code or arising in the 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 the 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:

- a. over disputes concerning the ownership of Claims;
- b. over disputes concerning the distribution or retention of assets under the Plan;
- c. over objections to Claims, motions to allow late-filed Claims, and motions to estimate Claims;
- d. over proceedings to determine the extent, validity, or priority of any Lien asserted against property of the Diocese, the Estate, or Trust, or property abandoned or transferred by the Diocese, the Estate, or the Trust;
- e. over motions to approve Insurance Settlement Agreements entered into after the Effective Date by the Trustee;
- f. over matters related to the assets of the Estate or of the Trust, including the terms of the Trust, or the recovery, liquidation, or abandonment of Trust Assets;
- g. the removal of the Trustee and the appointment of a successor Trustee;
- h. over matters relating to the subordination of Claims;
- i. 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;
- j. 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;
- k. to issue orders in aid of execution, implementation, or consummation of the Plan, including the issuance of orders enforcing any and all releases and injunctions issued under or pursuant to this Plan and any Diocesan Insurance Settlement Agreement;
- l. over disputes arising from or relating to the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;
- m. 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;
- n. over all applications for compensation under Bankruptcy Code Sections 327, 328, 329, and 330;
- o. over matters concerning state, local, or federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code;
- p. over conflicts and disputes among the Trust, the Reorganized Debtor, and holders of Claims;

- q. over disputes concerning the existence, nature, or scope of the Discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
- r. 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 Diocese 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;
- s. to enter a Final Decree closing the Chapter 11 Case;
- t. to enforce all orders previously entered by the Bankruptcy Court; and
- u. over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to the Chapter 11 Case or the Plan.

14.2 By the District Court

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

14.3 Actions to Collect Amounts Owed Pursuant to the Plan

Notwithstanding anything to the contrary in this Section, the Diocese, the Reorganized Debtor and the Trust 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.

14.4 Case Closure

The existence and continued operation of the Trust shall not prevent the Bankruptcy Court from closing the Chapter 11 Case. The Trustee will not take any actions to unreasonably keep the case open. 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 XV INCORPORATION OF CHILD PROTECTION PROTOCOLS

15.1 Child Protection Protocols

The Child Protection Protocols are incorporated into the Plan.

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

16.1 Modification of the Plan

The Plan Proponents may jointly modify the Plan at any time prior to the confirmation hearing in accordance with Bankruptcy Code Section 1127(a). After the Confirmation Date and prior to substantial consummation, the Plan Proponents may jointly modify the Plan in accordance with Bankruptcy Code Section 1127(b) by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court. Notwithstanding the foregoing, those provisions of the Plan that implement and supplement the Insurance Settlement Agreements, including the provisions in Articles VIII and XIII, may not be severed, waived, amended, deleted, or otherwise modified without the prior written approval of all of the Settling Insurers affected by such severance, waiver, amendment, deletion, or modification.

16.2 U.S. Trustee Reports

From the Effective Date until the Chapter 11 Case is closed, the Reorganized Debtor shall, within thirty (30) days of the end of each fiscal quarter, file with the Bankruptcy Court and submit to the U.S. Trustee, quarterly reports setting forth all receipts and disbursements as required by the U.S. Trustee guidelines. The Reorganized Debtor will not be required to file monthly operating reports or provide copies of bank account statements.

16.3 Severability of Plan Provisions

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

16.4 Regulated Rates

This Plan affects no rates subject to approval by any governmental regulatory commission.

16.5 Successors and Assigns

The rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person.

16.6 Governing Law

The rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not inconsistent therewith, the laws of the State of Minnesota, without giving effect to principles of conflict of laws.

16.7 Construction

The section headings contained in this Plan are for reference purposes and shall not affect in any way the meaning or interpretation of the Plan. To the extent of any inconsistencies between the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions of the Plan shall govern.

16.8 Revocation

The Plan Proponents reserve the right to revoke and withdraw the Plan prior to entry of the Confirmation Order.

16.9 Controlling Documents

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

16.10 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 Diocese or the Reorganized Debtor:

The Diocese of New Ulm
Attn: Thomas J. Holzer
Catholic Pastoral Center
1421 6th Street North
New Ulm, MN 56073

with a copy to:

Fredrikson & Byron, P.A.
Attn: Steven R. Kinsella
200 South Sixth Street, Suite 4000
Minneapolis, MN 55401

If to the Trust or the Trustee:

DW Harrow & Assoc., LLC
1880 State Highway 309
Kerens, TX 75144

16.11 Filing of Additional Documents

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

16.12 Direction to a Party

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

16.13 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 Diocese under the Plan, including: (i) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements or documents related to the Plan, and (ii) the adoption, execution, and implementation of other matters provided for under the Plan involving the Diocese or organizational structure of the Diocese 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 Diocese.

16.14 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 Survivor Claims and the Insurance Adversary Proceeding), 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. Except as expressly set forth in this Plan, nothing in this Plan is intended to constitute a compromise of Survivor Claims.

16.15 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 Survivor Claims.

ARTICLE XVII BANKRUPTCY RULE 9019 REQUEST

Pursuant to Bankruptcy Rule 9019 and through the Plan, the Plan Proponents request approval of all compromises and settlements included in the Plan.


ARTICLE XVIII CONFIRMATION REQUEST

The Plan Proponents request confirmation of the Plan under Bankruptcy Code Section 1129 with respect to any impaired class that does not accept the Plan or is deemed to reject the Plan.

[Signature page for Joint Plan of Reorganization]

IN WITNESS WHEREOF, the undersigned has executed this Second Amended Chapter 11 Plan of Reorganization this 6th day of March, 2020.

THE DIOCESE OF NEW ULM


By: Rev. Msgr. Douglas L. Grams
Its: Vicar General

/s/ Steven R. Kinsella

James L. Baillie (#0003980)

James C. Brand (#387362)

Steven R. Kinsella (#0392289)

Samuel M. Andre (#0399669)

FREDRIKSON & BYRON, P.A.

200 South Sixth Street, Suite 4000

Minneapolis, MN 55402-1425

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skinsella@fredlaw.com

sandre@fredlaw.com

**ATTORNEYS FOR THE DIOCESE
OF NEW ULM**

[Signature page for Joint Plan of Reorganization]

IN WITNESS WHEREOF, the undersigned has executed this Second Amended Chapter 11 Plan of Reorganization this 6th day of March, 2020.

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS

/e/ Bruce Doney

By: Bruce Doney

Its: Chairperson

/e/ Robert T. Kugler

Robert T. Kugler (#194116)

Edwin H. Caldie (#388930)

Brittany Michael (#397592)

STINSON, LLP

50 South Sixth Street, Suite 2600

Minneapolis, MN 55402

robert.kugler@stinson.com

ed.caldie@stinson.com

brittany.michael@stinson.com

Telephone: 612-335-1500

Facsimile: 612-335-1657

**ATTORNEYS FOR THE
OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR
THE DIOCESE OF NEW ULM**

(Signature Page Not for Filing)

IN WITNESS WHEREOF, the undersigned has executed this Second Amended Chapter 11 Plan of Reorganization this 6th day of March, 2020.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

Bruce E. Doney
By: Bruce Doney
Its: Chairperson

/s/ Robert T. Kugler
Robert T. Kugler (612)944116
Edwin H. Caldie (612)889330
Brittany Michael (612)975922
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Telephone: 612-335-1500
Facsimile: 612-335-1657

**ATTORNEYS FOR THE
OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR
THE DIOCESE OF NEW ULM**

Exhibit(s) Exhibit A Page 1 of 3
JOINT PLAN OF REORGANIZATION

EXHIBIT A – LIST OF PARISHES

Organization Name	City
Church of St. John	Appleton
Church of St. Mary	Arlington
Church of St. Mary (Beardsley)	Beardsley
Church of St. Francis	Benson
Church of St. Mary	Bird Island
Church of St. Peter (Canby)	Canby
Church of St. Clara (Clara City)	Clara City
Church of St. Joseph (Clements)	Clements
Church of St. Malachy (Clontarf)	Clontarf
Church of St. Paul	Comfrey
Church of St. Mary	Cottonwood
Oratory of the Visitation	Danvers
Church of St. John	Darwin
Church of St. James (Dawson)	Dawson
Church of St. Bridget (DeGraff)	De Graff
Church of St. Andrew	Fairfax
Church of St. Gertrude (Forest City)	Litchfield
Church of the Sacred Heart	Franklin
Church of St. Michael	Gaylord
Church of St. Eloi	Ghent
Church of St. Willibrord	Gibbon
Church of St. Pius X	Glencoe
Church of the Holy Rosary	Graceville
Church of St. Andrew (Granite Falls)	Granite Falls
Church of St. Brendan	Green Isle
Church of St. Clotilde (Green Valley)	Marshall
Church of St. John (Hector)	Hector
Church of St. Joseph	Henderson
Church of St. Anastasia	Hutchinson
Church of Ss. Peter and Paul (Ivanhoe)	Ivanhoe
Oratory of St. Thomas (Jessenland)	Henderson
Church of St. Patrick	Kandiyohi
Church of St. Gregory the Great	Lafayette
Church of St. Genevieve (Lake Benton)	Lake Benton
Church of St. Thomas More	Lake Lillian
Church of St. Joseph	Lamberton
Church of Japanese Martyrs (Leavenworth)	Sleepy Eye

Exhibit(s) Exhibit A Page 2 of 3
JOINT PLAN OF REORGANIZATION

EXHIBIT A – LIST OF PARISHES

Organization Name	City
Church of St. Philip	Litchfield
Church of Our Lady of Victory	Lucan
Church of St. Michael	Madison
Church of Our Lady (Manannah)	Grove City
Church of the Holy Redeemer	Marshall
Church of St. Michael	Milroy
Church of St. Edward	Minneota
Church of St. Joseph	Montevideo
Church of St. Michael (Morgan)	Morgan
Church of St. John	Morton
Church of the Sacred Heart	Murdock
Church of St. James (Nassau)	Nassau
Cathedral of the Holy Trinity	New Ulm
Church of St. Mary	New Ulm
Church of St. Paul	Nicollet
Church of the Holy Rosary	North Mankato
Church of St. Aloysius	Olivia
Church of St. John	Ortonville
Church of St. Catherine	Redwood Falls
Church of the Holy Redeemer	Renville
Church of St. Joseph (Rosen)	Bellingham
Church of St. John (Faxon)	Belle Plaine
Church of St. Leo (St. Leo)	Saint Leo
Church of St. Peter	Saint Peter
Oratory of St. Thomas	Sanborn
Church of St. Mary (Seaforth)	Seaforth
Church of St. John the Baptist (Searles)	New Ulm
Church of the Holy Family (Silver Lake)	Silver Lake
Church of St. Mary	Sleepy Eye
Church of Our Lady of the Lakes	Spicer
Church of St. Raphael	Springfield
Church of St. Boniface	Stewart
Church of Ss. Cyril and Methodius	Taunton
Church of St. Mary	Tracy
Church of St. Dionysius	Tyler
Church of St. Anne	Wabasso
Church of St. Paul	Walnut Grove
Church of St. Mathias (Wanda)	Wanda

Exhibit(s) Exhibit A Page 3 of 3
JOINT PLAN OF REORGANIZATION
EXHIBIT A – LIST OF PARISHES

Organization Name	City
Church of St. Anthony	Watkins
Church of St. George (West Newton)	New Ulm
Church of St. John Cantius (Wilno)	Wilno
Church of St. Mary	Willmar
Church of the Holy Trinity	Winsted
Church of St. Francis de Sales	Winthrop
New Ulm Area Catholic Schools, Inc.	New Ulm

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**JOINT PLAN OF REORGANIZATION
EXHIBIT B**

EXHIBIT B – LIST OF SETTLING INSURERS

Settling Insurers
Catholic Mutual Relief Society of America
Continental Casualty Company and American Casualty Company of Reading, Pennsylvania
Lamorak Insurance Company
Zurich American Insurance Company, as successor by merger to Maryland Casualty Company

**JOINT PLAN OF REORGANIZATION
EXHIBIT C**

[RESERVED]

**JOINT PLAN OF REORGANIZATION
EXHIBIT D**

THE DIOCESE OF NEW ULM SETTLEMENT TRUST AGREEMENT

This trust agreement (the “Trust Agreement”) is made and entered into by and between The Diocese of New Ulm (the “Diocese”) and DW Harrow & Assoc., LLC (the “Trustee”) pursuant to the First Amended Joint Chapter 11 Plan of Reorganization (together with any and all amendments, exhibits, and schedules, the “Plan”) filed in the Diocese’s chapter 11 bankruptcy case, case no. 17-30601, before the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”). Unless otherwise stated in this Trust Agreement, capitalized terms used in this Trust Agreement shall have the meanings as ascribed to them in the Plan, Confirmation Order, and Bankruptcy Code.

RECITALS

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

B. It is anticipated that in 2020, the Bankruptcy Court will enter an order confirming the Plan (the “Confirmation Order”).

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

D. Pursuant to the Plan, the Trust is to use the Trust Assets to pay the Class 1 and Class 2 Claims and carry out the purposes of the Plan.

E. The Trust is established for the benefit of the Beneficiaries of the Trust, as defined in Section 1.5 of this Trust Agreement, and is intended to qualify as a “Designated” or “Qualified Settlement Fund” within the meaning of Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code and codified at 26 C.F.R. §§ 1.468B-1 to -5.

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

DECLARATION OF TRUST

Subject to approval by the Bankruptcy Court, the Diocese hereby absolutely assigns to the Trust, and to its successors in trust and its successors and assigns, all rights, title, and interest of the Diocese in and to the Trust Assets;

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

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

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

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

ARTICLE I

AGREEMENT OF TRUST

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

1.2 Purpose. The purpose of the Trust is to assume responsibility for preserving, managing, and distributing Trust Assets to Class 1 Claimants and Class 2 Claimants in accordance with the Trust Agreement and the requirements of the Plan and Confirmation Order.

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

1.4 Transfer of Confidential Information. The Trustee shall maintain the confidentiality of all documents and follow the confidentiality procedures provided for in the Bankruptcy Court’s Order (I) Granting Expedited Relief; (II) Establishing Deadlines for Filing Proofs of Claim; (III) Approving Sexual Abuse Proof of Claim Form; (IV) Approving Form and Manner of Notice; and (V) Approving Confidentiality Procedures [Docket No. 33].

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

1.6 Beneficiaries. The beneficiaries of the Trust are Class 1 Claimants and Class 2 Claimants under the Plan whose Claims are allowed by the Survivor Claims Reviewer (the “Beneficiaries”).

1.7 Acceptance of Assets and Assumption of Liabilities.

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

1.7.2 In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly assumes all responsibility for preserving, managing, and distributing Trust Assets to the Beneficiaries. The Claims of the Beneficiaries will be evaluated by the Survivor Claims Reviewer in accordance with the Survivor Claims Distribution Plan, Plan Exhibit K.

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

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

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

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ARTICLE II

CORPUS OF THE TRUST

2.1 Trust Composition. The Trust Assets shall include all property transferred to the Trust pursuant to the Plan, Confirmation Order, and any future orders of the Bankruptcy Court, including without limitation all rights of every kind, nature, and description transferred to the Trust pursuant to Article 5 of the Plan.

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

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

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

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

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

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2.7 Pre-Effective Date Unknown Claim Reserve. After the Trustee notifies the Reorganized Debtor that the Survivor Claims Reviewer has determined that there are one or more valid Pre-Effective Unknown Survivor Claims, the Diocese shall contribute \$250,000 separate from the Trust Assets to a reserve fund for Pre-Effective Date Unknown Claims pursuant to the Plan (the “Pre-Effective Date Unknown Claim Reserve”). The Trustee shall also allocate \$250,000 of the Trust’s initial corpus to the Pre-Effective Date Unknown Claim Reserve. The payments to holders of Pre-Effective Date Unknown Survivor Claims shall be made in accordance with the Survivor Claim Distribution Plan. The Pre-Effective Date Unknown Claim Reserve will terminate after the payment of all allowed Pre-Effective Date Unknown Survivor Claims. After the Pre-Effective Date Unknown Claim Reserve terminates, to the extent there are any remaining funds after payment to all Pre-Effective Date Unknown Survivor Claims pursuant to the Survivor Claim Distribution Plan, such remaining funds shall be divided equally, with the Trustee returning one half of the remaining funds to the Reorganized Debtor within 30 days after the completion of payments to holders of allowed Pre-Effective Date Unknown Survivor Claims. The remaining half of such funds shall be retained by the Trust, with no further restrictions on the Trust’s use of such funds except for the general restrictions on use of Trust Assets provided for herein.

2.8 Post-Effective Date Unknown Claim Reserve. After the Plan Effective Date, the Diocese shall contribute \$200,000 separate from the Trust Assets to a reserve fund for Post-Effective Date Unknown Survivor Claims pursuant to the Survivor Claim Distribution Plan (the “Post-Effective Date Unknown Claim Reserve”). The Trustee shall also allocate \$200,000 of the Trust’s initial corpus to the Post-Effective Date Unknown Claim Reserve. The payments to holders of Post-Effective Date Unknown Survivor Claims shall be made in accordance with the Survivor Claim Distribution Plan. The Post-Effective Date Unknown Claim Reserve will terminate on the earlier of: (i) the exhaustion of the Post-Effective Date Unknown Claim Reserve or (ii) the occurrence of the fifth (5th) anniversary of the Plan Effective Date. After the Post-Effective Date Unknown Claim Reserve terminates, to the extent there are any remaining funds after payment to all Post-Effective Date Unknown Survivor Claims pursuant to the Survivor Claim Distribution Plan, such remaining funds shall be divided equally, with the Trustee returning one half of the remaining funds to the Reorganized Debtor within 30 days after the termination of the Post-Effective Date Unknown Claim Reserve. The remaining half of such funds shall be retained by the Trust, with no further restrictions on the Trust’s use of such funds except for the general restrictions on use of Trust Assets provided for herein.

2.9 Late-Filed Claims Reserve. The Diocese shall contribute \$20,000 separate from the Trust Assets to a reserve fund for Late-Filed Survivor Claims pursuant to the Survivor Claim Distribution Plan (the “Late-Filed Claims Reserve”). The Trustee shall also allocate \$20,000 of the Trust’s initial corpus to the Late-Filed Claims Reserve. The payments to holders of Late-Filed Survivor Claims shall be made in accordance with the Survivor Claim Distribution Plan. The Late-Filed Claims Reserve will terminate on the earlier of: (i) the exhaustion of the Late-

Filed Claim Reserve or (ii) the occurrence of the fifth (5th) anniversary of the Effective Date. After the Late-Filed Claims Reserve terminates, to the extent there are any remaining funds after payment to all Late-Filed Survivor Claims pursuant to the Survivor Claim Distribution Plan, such remaining funds shall be divided equally, with the Trustee returning one half of the remaining funds to the Reorganized Debtor within 30 days after termination of the Late-Filed Claims Reserve. The remaining half of such funds shall be retained by the Trust, with no further restrictions on the Trust's use of such funds except for the general restrictions on use of Trust Assets provided for herein.

ARTICLE III

POWERS AND DUTIES OF TRUSTEE

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

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

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

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

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

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

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

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

3.2.7 To incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs, and expenses of administering the Trust as provided in this Trust Agreement and the Plan. These fees, costs, and expenses include: (a) the fees of bankruptcy claims and/or distribution agents, (b) the fees and costs of professionals employed by the Trustee (the “Professionals”), including without limitation the Survivor Claims Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors, (c) the premiums charged by insurers, including without limitation professional liability insurers, (d) reimbursement of any Statutory Fees and Court Costs incurred by the Debtor (i) in the event the Trustee opposes the closure of the Chapter 11 Case, from the date of the filing of any such opposition through the closure of the Chapter 11 Case or (ii) should the Trustee reopen the Chapter 11 Case in the future.

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

3.2.9 In the Trustee’s discretion, to rely on the authenticity of the signature of the Survivor Claims Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Survivor Claims Reviewer in the administration of the Survivor Claim Distribution Plan and assessment of the Class 1 and Class 2 Claims without any verification or confirmation.

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

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

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

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

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

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

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

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

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

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

3.2.20 The Trust will assume all duties, obligations and indemnification responsibilities outlined in the Plan and Insurance Settlement Agreements.

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

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

3.3.2 Loan Trust Assets;

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

3.3.4 Engage in any trade or business; or

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

ARTICLE IV

TERMINATION OF THE TRUST

4.1 Pre-Confirmation Termination. The Trustee shall terminate the Trust if (a) the Confirmation Order does not become a Non-Appealable Order within one year from the date the Trust Agreement is executed by the Diocese and the Trustee or (b) the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code (the “Pre-Confirmation Termination”). Upon the Pre-Confirmation Termination of the Trust, the Trust Agreement shall be null and void and of no force and effect, with the Trustee and the Diocese both discharged from any and all duties and obligations provided for in this Trust Agreement.

4.2 Post-Confirmation Termination. The Trustee shall terminate the Trust after (a) the Trustee’s liquidation, administration, and distribution of the Trust Assets in accordance with this Trust Agreement and the Plan and (b) the Trustee’s full performance of all other duties and functions set forth in this Trust Agreement and the Plan (the “Post-Confirmation Termination”). The Trust shall terminate no later than the fifth anniversary of the Effective Date.

4.3 Post-Confirmation Termination Procedures. After the Post-Confirmation Termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the

Trustee shall continue to act as Trustee until the Trustee's duties in this Trust Agreement have been fully performed. The Trustee shall retain the books, records, documents, and files that shall have been delivered to, or created by, the Trustee until distribution of all the Trust Assets. For purposes of this provision, the Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000. At the Trustee's discretion, all of the books, records, documents, and files may be destroyed at any time following the later of: (a) the first anniversary of the final distribution of the Trust Assets or (b) the date until which the Trustee is required by applicable law to retain the books, records, documents, and files; provided that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents, or files relating to the Trust without giving the Diocese and the Beneficiaries reasonable prior written notice.

4.4 Post-Confirmation Termination Distribution. Upon Post-Confirmation Termination of the Trust, provided that all fees and expenses of the Trust have been paid or provided for in full, the Trustee will deliver all funds and other investments in the Trust, if any, including any investment earnings to a charity supporting survivors of childhood sexual abuse as set forth in the Confirmation Order.

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

ARTICLE V

IMMUNITY, LIABILITY, AND INDEMNIFICATION OF TRUSTEE

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

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imposition of liability on the Trustee, unless the determination is based on the Trustee's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud.

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

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

ARTICLE VI

COMPENSATION AND EXPENSE REIMBURSEMENT OF TRUSTEE AND ITS AGENTS

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

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

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

ARTICLE VII

SUCCESSOR TRUSTEE

7.1 Vacancy Caused by the Trustee’s Resignation or Removal.

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

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

7.1.3 The Bankruptcy Court may remove a Trustee for cause, which cause shall include, but shall not be limited to, the factors listed in Minnesota Statute § 501C.076(b). The removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Trustee shall, within thirty (30) days after such removal takes effect, or at some earlier date as the Bankruptcy Court may specify, deliver to the successor Trustee all of the Trust Assets which were in the possession of the Trustee along with a complete list of Trust Assets and a complete accounting of all transactions engaged in by the Trustee while serving as such.

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

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

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

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

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

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

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

ARTICLE VIII

TRUSTEE REPORTING AND DISCHARGE

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

8.2 Approval of Accountings and Discharge of the Trustee. At any time when the Bankruptcy Case is open, the Trustee may file with the Bankruptcy Court a motion for approval of any accounting described in Section 8.1 of this Trust Agreement. Upon the entry of an order of the Bankruptcy Court approving the accounting, the Trustee shall be discharged from all liability to the Trust, any Beneficiary, or any Person who has or may have a claim against the Trustee or Trust for acts or omissions in the Trustee’s capacity as Trustee with respect to all assets listed and transactions detailed in the accounting.

ARTICLE IX

SECTION 468B SETTLEMENT FUND

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

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

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

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

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

EXHIBIT D – TRUST AGREEMENT

9.6 Broad Powers of the Trustee. The Trustee is empowered to take all actions, including any action consistent with those expressly set forth in Article IX of this Trust Agreement, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a “Designated” or “Qualified” settlement fund under Section 468B of the Tax Code and the Treasury Regulations. Further, the Trustee may, unilaterally and without order from the Bankruptcy Court, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with Article IX of this Trust Agreement.

ARTICLE X

BENEFICIARIES

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

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

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Plan Incorporation. The terms of the Plan and the Confirmation Order are incorporated into this Trust Agreement. In the event of any conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall govern.

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

If to the Trust or Trustee:

DW Harrow & Assoc., LLC
1880 State Highway 309
Kerens, TX 75144

If to a Beneficiary:

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

If to the Diocese:

The Diocese of New Ulm
Attention: Thomas J. Holzer
Catholic Pastoral Center
1421 6th Street North
New Ulm, MN 56073
Telephone: 502.359.2966

with a copy to:

Fredrikson & Byron, P.A.
Attention: Steven R. Kinsella
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
Telephone: 612.492.7000
E-mail: skinsella@fredlaw.com

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

11.4 Reimbursement of Costs. If the Trustee 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 of a provision of this Trust Agreement, the Trustee or the Trust, as the case may be, shall be entitled to collect from the non-prevailing party any and all costs, reasonable and documented

out-of-pocket expenses and fees, including attorneys' fees, incurred in connection with the dispute or enforcement action.

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Diocese and the Trustee execute this Trust Agreement as
of the ___ of _____, 2019.

TRUSTEE:

By: _____
Title: _____

THE DIOCESE OF NEW ULM:

By: _____
Title: _____

EXHIBIT 1

TRUSTEE COMPENSATION

DW Harrow & Assoc., LLC will charge an average hourly rate of \$385.00.

**JOINT PLAN OF REORGANIZATION
EXHIBIT E**

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.
3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.

Exhibit(s) Exhibit E Page 3 of 4
JOINT PLAN OF REORGANIZATION

EXHIBIT E - RELEASE

4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings comply with the principles set forth in *Pierringer v. Hoyer*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

11. This Release shall be binding upon my successors, heirs, assigns, agents, and representatives.

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

Name of Survivor Claimant: _____

By: _____

Signature: _____

Dated: _____

Claim Number(s): _____

Social Security Number: _____

Date of Birth: _____

**JOINT PLAN OF REORGANIZATION
EXHIBIT F**

[RESERVED]

**JOINT PLAN OF REORGANIZATION
EXHIBIT G**

EXHIBIT G – LIST OF ASSUMED CONTRACTS, LEASES, AND OTHER AGREEMENTS

Counterparty	Contract Title	Contract Expiration Date	Cure Amount
Blackbaud 2000 Daniel Island Drive Charleston, SC 29492	Credit card gateway and processor	Ongoing	\$0.00
Blue Cross Blue Shield of MN PO Box 64676 Saint Paul, MN 55164	Medical Benefits Administrator	Ongoing	\$0.00
Church Mutual Insurance Co. 3000 Schuster Lane Merrill, WI 54452	Workers' Compensation Insurance Policy	7/1/2020	\$0.00
Church Mutual Insurance Co. Attn: Officer or Agent 3000 Schuster Lane Merrill, WI 54452	Automobile Insurance Policy	7/1/2020	\$0.00
Church of St. Mary, Willmar Attn: Fr. Steve Verhelst 713 12th Street SW Willmar, MN 56201	Occupancy Agreement for office space located at: 713 12th Street SW Willmar, MN	12/31/2019	\$0.00
David & Lori Broll 904 Hwy 15 S Suite G Hutchinson, MN 55350	Lease Extension Agreement for office space located at: 902 Hwy 15 South, Suites 12 & 13 Hutchinson, MN 55350	12/31/19	\$0.00
Delta Dental of Minnesota 500 Washington Avenue South Suite 2060 Minneapolis, MN 55415	Dental Benefits Administration Group Dental Plan Contract	12/31/23	\$0.00
Digital Innovation, Inc. 134 Industry Lane, Suite 3 Forest Hill, MD 21050	Casemaster Case Management Software License Agreement	Ongoing	\$0.00
Human Resource Tech Inc. 850 Emerald Court New Brighton, MN 55112	Human Resources Consulting Agreement	5/21/2020	\$0.00
Keith Marti 23830 County Road 12 New Ulm, MN 56073	Purchase Agreement for Vacant Land - 11th Street North, New Ulm, MN Lot 16 Block 1 Oak Bluffs 6th Addition	12/31/19	\$0.00

Exhibit(s) Exhibit G Page 3 of 3
JOINT PLAN OF REORGANIZATION

EXHIBIT G – LIST OF ASSUMED CONTRACTS, LEASES, AND OTHER AGREEMENTS

Counterparty	Contract Title	Contract Expiration Date	Cure Amount
Maday Motors Inc. 2403 S. Broadway New Ulm, MN 56073	Leased 2017 Grand Cherokee Limited	11/2019	\$0.00
SMSU Campus Religious Center Attn: William Pavot 1418 State Street Marshall, MN 56258	Occupancy Agreement for office space located at: 1418 State Street, Marshall, MN	12/31/19	\$0.00
South Central Service Coop 2075 Lookout Drive Mankato, MN 56003	Joint Powers Agreement for Group Employee Benefits and Other Financial Risk Management Services	Ongoing	\$0.00
The Catholic Mutual Relief Society of America 10843 Old Mill Road Omaha, NE 68154	Agreement related to self-insurance fund for various insurance coverages	7/1/2020	\$0.00

**JOINT PLAN OF REORGANIZATION
EXHIBIT H**

EXHIBIT H – OFFICERS AND DIRECTORS OF THE DIOCESE OF NEW ULM

Name	Title
Most Reverend John M. LeVoir	Bishop Board of Directors - President
Rev. Msgr. Eugene L. Lozinski	Chancellor for Civil Affairs Board of Directors - Secretary
Rev. Msgr. Douglas L. Grams	Vicar General Board of Directors - Member
Michael Boyle	Board of Directors – Member
Steve Gehrke	Board of Directors – Member

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**JOINT PLAN OF REORGANIZATION
EXHIBIT I**

EXHIBIT I-1
Catholic Mutual Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is hereby made by, between, and among the Diocese, the Parishes, and Catholic Mutual.¹

RECITALS

WHEREAS, numerous individuals have asserted certain Survivor Claims against the Diocese and the Parishes;

WHEREAS, Catholic Mutual issued, allegedly issued, or may have issued the Catholic Mutual Certificates providing certain coverage to the Diocese and the Parishes;

WHEREAS, certain Coverage Disputes exist between the Diocese and the Parishes, on the one hand, and Catholic Mutual, on the other hand;

WHEREAS, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Filing Date, commencing the Chapter 11 Case;

WHEREAS, the Diocese commenced the Insurance Coverage Adversary Proceeding on March 6, 2017, seeking a judicial determination to resolve the Coverage Disputes among the Diocese, the Parishes, Catholic Mutual, and certain other insurers;

WHEREAS, the Diocese, the Parishes, and Catholic Mutual, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all Coverage Disputes and all other disputes between and among them;

WHEREAS, through this Settlement Agreement, the Diocese and the Parishes intend to provide Catholic Mutual with the broadest possible release of all Survivor Claims, including all Unknown Survivor Claims and Late-Filed Survivor Claims, that arose prior to the Plan Effective Date; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Settlement Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound subject to the approval of the Bankruptcy Court, the Parties hereby agree as follows:

¹ All capitalized terms are defined in Article I of this Settlement Agreement.

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in the Bankruptcy Code.

1.1 “Abuse” means any (a) actual or alleged act of sexual conduct, misconduct, abuse, or molestation; including any actual or alleged “sexual abuse” as that phrase is defined in the Minn. Stat. § 541.071(1) or any other sexually related act, contact, or interaction; indecent assault and/or battery; rape; lascivious behavior; undue familiarity; pedophilia; or ephebophilia; (b) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a non-consenting adult and another adult; or (c) assault; battery; corporal punishment; or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

1.2 “Approval Motion” means the motion filed in the Chapter 11 Case seeking approval of this Settlement Agreement and authorization for the Parties to enter into, and perform pursuant to, this Settlement Agreement, including the transactions contemplated in this Settlement Agreement.

1.3 “Approval Order” means the order granting the Approval Motion and providing the relief described in Section 2.1 of this Settlement Agreement in form and substance acceptable to the Parties.

1.4 “Archdiocese” means the Archdiocese of St. Paul and Minneapolis.

1.5 “Bankruptcy Code” means Title 11 of the United States Code.

1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Minnesota, or such other court of competent jurisdiction which properly exercises jurisdiction over part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding, to the extent that the reference of part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding is withdrawn.

1.7 “Bankruptcy Orders” means, collectively, the Approval Order, the Procedures Order, and the Confirmation Order.

1.8 “Catholic Mutual” means, collectively, Catholic Mutual Relief Society of America and (a) each of its past, present, and future parents, subsidiaries, affiliates, and

divisions, (b) each of such Entities' respective past, present, and future parents, subsidiaries, affiliates, reinsurers, retrocessionaires, holding companies, merged companies, related companies, divisions, and acquired companies, (c) each of such Entities' respective past, present, and future directors, trustees, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claim handling administrators, and (d) each of such Entities' or such Persons' respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Entities acting on behalf of, by, through, or in concert with them.

1.9 “Catholic Mutual Certificates” means all known and unknown binders and certificates in effect before the Settlement Agreement Effective Date that were issued, or allegedly issued, by Catholic Mutual to the Diocese and/or the Parishes and that actually, allegedly, or might afford coverage with respect to any Survivor Claim. The term “Catholic Mutual Certificates” does not include any binder or certificate that was issued to any archdiocese (including the Archdiocese), any diocese (other than the Diocese), any religious order, or other Entity besides the Diocese or Parishes, as the certificate holder and that also provides coverage to the Diocese or the Parishes or other “Protected Persons” as defined and identified therein as covered parties.

1.10 “Channeled Claim” means any Survivor Claim, Related Insurance Claim, Medicare Claim, Extra-Contractual Claim, or other Claim against any of the Protected Parties or Catholic Mutual to the extent such Claim arises from the same injury or damages asserted as a Survivor Claim against any of the Protected Parties or Catholic Mutual, that directly or indirectly arises out of, relates to, or is in connection with such Survivor Claim or other Claim covered by the Channeling Injunction or Supplemental Insurer Injunction; provided, however, that the term “Channeled Claims” shall not include any Claim against (a) an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim with respect to that Survivor Claim; or (b) any religious order, diocese (other than the Diocese itself), or archdiocese (including the Archdiocese).

1.11 “Channeling Injunction” means an injunction in substantially the form attached as Exhibit A to this Settlement Agreement and contained in Section 13.7 of the Plan, with only such modifications as are acceptable to the Parties, pursuant to Section 105 of the Bankruptcy Code.

1.12 “Chapter 11 Case” means the Diocese’s pending case under the Bankruptcy Code, captioned as *In re The Diocese of New Ulm*, case no. 17-3060.

1.13 “Claim” has the meaning ascribed in 11 U.S.C. § 101(5).

1.14 “Claim Filing Deadline” means July 10, 2017.

1.15 “Conditional Payment” means any payment made to a Survivor Claimant under the MMSEA, including any payment by a MAO under the MSPA.

1.16 “Confirmation Order” means the Bankruptcy Court’s order confirming the Plan and providing the relief described in Section 2.3 of this Settlement Agreement in form and substance acceptable to the Parties.

1.17 “Coverage Disputes” means certain disputes that have arisen and/or may arise in the future concerning Catholic Mutual’s position regarding the nature and scope of its responsibilities, if any, to provide coverage (indemnity and defense) to the Diocese, Parishes or Protected Parties under the Catholic Mutual Certificates in connection with the Survivor Claims.

1.18 “Covered Non-Survivor Claim” means any Claim, other than Survivor Claims, Related Insurance Claims, or Medicare Claims, for which the Diocese, a Parish, or an Other Insured Entity would otherwise have coverage under a Catholic Mutual Certificate, but for the release by the Diocese, Parish, or Other Insured Entity of Catholic Mutual in connection with this Settlement Agreement.

1.19 “Diocese” means The Diocese of New Ulm, the debtor in the Chapter 11 Case.

1.20 “Disclosure Statement” means the Disclosure Statement for the Plan, as may be further revised, modified, or amended.

1.21 “Entity” has the meaning ascribed in 11 U.S.C. § 101(15).

1.22 “Extra-Contractual Claim” means any Claim against Catholic Mutual based, in whole or in part, on allegations that Catholic Mutual 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 (a) alleged bad faith, (b) failure to act in good faith, (c) violation of any express or implied duty of good faith and fair dealing, (d) violation of any unfair claims practices act or similar statute, regulation, or code, (e) any type of alleged misconduct, or (f) any other alleged act or omission of Catholic Mutual of any type for which the claimant seeks relief other than coverage or benefits under the Catholic Mutual Certificates. “Extra-Contractual Claims” include (a) any Claim that directly or indirectly arises out of, relates to, or is in connection with Catholic Mutual’s handling of any Claim or any request for insurance coverage, including any request for coverage for any Claim, including any Survivor Claim; (b) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with the Catholic Mutual Certificates and any duties arising therefrom, including any duty to defend the Diocese, the Parishes or other Protected Parties against any Survivor Claims; and (c) the conduct of the Parties with respect to the negotiation of, entry into, and efforts to obtain approval of this Settlement Agreement.

1.23 “Filing Date” means March 3, 2017.

1.24 “Interests” means all liens, Claims, encumbrances, and other rights of any nature, whether at law or in equity, including any claims to coverage or the proceeds of the Catholic Mutual Certificates and any rights of contribution, indemnity, defense, subrogation, or similar relief.

1.25 “Insurance Coverage Adversary Proceeding” means the adversary proceeding commenced by the Diocese before the Bankruptcy Court on March 6, 2017, captioned as *The Diocese of New Ulm v. Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, Lamorak Insurance Company, Catholic Mutual Relief Society of America, Maryland Casualty Company, and Fireman’s Fund Insurance Company*, case no. 17-03028.

1.26 “Known Survivor Claim” means a Survivor Claim for which a proof of claim was filed on or before the Claim Filing Deadline.

1.27 “Known Survivor Claimant” means the holder of a Known Survivor Claim.

1.28 “Late-Filed Survivor Claim” means a Survivor Claim that is neither a Known Survivor Claim nor an Unknown Survivor Claim.

1.29 “Late-Filed Survivor Claimant” means the holder of a Late-Filed Survivor Claim.

1.30 “MAO” means Medicare Advantage Organizations under parts C & D of the MMSEA.

1.31 “Medicare Claim” means any and all Claims relating to Survivor Claims by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Survivor Claimants who recover or receive any distribution from the Trust and Claims relating to reporting obligations.

1.32 “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.

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

1.34 “Non-Appealable Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and is final and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review,

rehearing, or writ of certiorari has expired and as to which no appeal, petition for certiorari, or other proceedings for re-argument or rehearing shall then be pending or as to which, if such an appeal, writ of certiorari, review, re-argument, or rehearing has been sought, (a) appeal, certiorari, review, re-argument, or rehearing has been denied or dismissed and the time to take any further appeal or petition for certiorari, review, re-argument, or rehearing has expired; or (b) such order has been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard, or that granted certiorari, and the time to take any further appeal or petition for certiorari, review, re-argument, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Non-Appealable Order.”

1.35 “Other Insured Entities” means those Entities listed on Exhibit E that are covered or allegedly covered under a Catholic Mutual Certificate that was issued or allegedly issued to the Diocese, but only with respect to Survivor Claims based on alleged Abuse that occurred during the effective periods of that Catholic Mutual Certificate and that would be covered or alleged to be covered under that Catholic Mutual Certificate but for this Insurance Settlement Agreement. Notwithstanding the foregoing, the term “Other Insured Entities” does not include the Diocese, the Parishes, or their respective Protected Parties which are expressly covered parties under a Catholic Mutual Certificate. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not an Other Insured Entity. No religious order, archdiocese (including the Archdiocese), or diocese (other than the Diocese itself) is an Other Insured Entity.

1.36 “Parishes” means all the parishes or Catholic schools identified on Exhibit B.

1.37 “Parties” means the Diocese, the Parishes, and Catholic Mutual.

1.38 “Person” has the meaning ascribed in 11 U.S.C. § 101(41).

1.39 “Plan” means the Joint Chapter 11 Plan of Reorganization as revised, modified, or amended.

1.40 “Plan Effective Date” means the date on which the conditions of the Plan have been satisfied.

1.41 “Post-Effective Date Unknown Survivor Claim” means any Survivor Claim that was neither filed, nor deemed filed by the Plan Effective Date, and is held by (i) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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) an individual who experienced Abuse prior to and including the Plan Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd.

2 as amended in 2013; or (iii) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

1.42 “Pre-Effective Date Unknown Survivor Claim” means any Survivor Claim for which a Proof of Claim was filed prior to the Plan Effective Date, but such Proof of Claim was neither filed nor deemed filed by the Claim Filing Deadline, and is held by (i) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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) an individual who experienced Abuse prior to and including the Plan Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (iii) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

1.43 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan and providing the relief described in Section 2.5 of this Settlement Agreement in form and substance acceptable to the Parties.

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

1.45 “Protected Parties” means any of (a) the Diocese; (b) the Parishes; (c) Other Insured Entities (as set forth in the definition of the term “Other Insured Entities,” “Other Insured Entities” are Protected Parties only as to certain Claims, including only certain Survivor Claims); (d) each of the foregoing Entities’ respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; (e) each of the foregoing Entities’ respective predecessors, successors and assigns; and (f) solely to the extent of and in their capacity as such, any and all the foregoing Entities’ respective past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or Persons bound by monastic vows, volunteers, agents, attorneys, and representatives, in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the Diocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not a Protected Party. No religious order, archdiocese (including the Archdiocese), or diocese (other than the Diocese itself) is a Protected Party.

1.46 “Related Insurance Claim” means (a) any Claim by any Entity against any Protected Party or Catholic Mutual, including an Extra-Contractual Claim or the reimbursement obligation for a Medicare Claim, that, directly or indirectly, arises from, relates to, or is in connection with a Survivor Claim, including any such Claim for defense, indemnity, contribution, subrogation, or similar relief or any direct action or Claim, including an action or Claim under Minn. Stat. § 60A.08, subd. 8 and (b) any Extra-Contractual Claim that, directly or indirectly, arises out of, relates to, or is in connection with Catholic Mutual’s handling of any Survivor Claim.

1.47 “Reorganized Debtor” means the Diocese, from and after the Plan Effective Date.

1.48 “Retroactive Date” means the provision found in Section XI (Sexual Misconduct) claims-made coverage of the July 1, 2019 Catholic Mutual Certificate that eliminates coverage for Sexual Misconduct Claims produced by Incidents, as defined in the July 1, 2019 Catholic Mutual Certificate, that took place in whole or in part prior to a specified date, even if the Claim is first made during the certificate period.

1.49 “Settlement Agreement” means this Settlement Agreement and Release, as revised, modified, or amended.

1.50 “Settlement Agreement Effective Date” means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 are satisfied.

1.51 “Settlement Amount” means the sum of \$1,600,000 to be paid to the Trust by Catholic Mutual after the Settlement Agreement Effective Date pursuant to Section 3.3.

1.52 “Solicitation Procedures Motion” means the motion filed in the Chapter 11 Case seeking approval of certain solicitation procedures in connection with voting on the Plan.

1.53 “Supplemental Settling Insurer Injunction” means an injunction in substantially the form attached as Exhibit C to this Settlement Agreement with only such modifications as are acceptable to the Parties, pursuant to Sections 105(a) and 363 of the Bankruptcy Code.

1.54 “Survivor Claim” means any Claim against any of the Protected Parties or Catholic Mutual 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 Plan 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 tort-based theory, any fraud-based theory, including fraud, fraud in the inducement, misrepresentation, concealment, and unfair practice; 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, Catholic Mutual, or any other Entity 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 Chapter 11 Case. For the avoidance of doubt, the term “Survivor Claim” includes any and all Known Survivor Claims, Unknown Survivor Claims, and Late-Filed Survivor Claims.

1.55 “Survivor Claimant” means the holder of a Survivor Claim.

1.56 “Trust” means the trust created for the benefit of Survivor Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

1.57 “Trust Agreement” 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.

1.58 “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.

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

1.60 “Unknown Survivor Claim” means Pre-Effective Date Unknown Survivor Claim and Post-Effective Date Unknown Survivor Claim.

1.61 “Unknown Survivor Claimant” means the holder of an Unknown Survivor Claim.

The Exhibits to the Settlement Agreement include the following:

Exhibit A	Channeling Injunction
Exhibit B	List of Parishes
Exhibit C	Supplemental Settling Insurer Injunction
Exhibit D	Confirmation Order
Exhibit E	List of Other Insured Entities
Exhibit F	Solicitation Procedures Motion
Exhibit G	[Reserved]
Exhibit H	List of Catholic Mutual Certificates
Exhibit I	Exculpation Provisions

ARTICLE II
THE CHAPTER 11 CASE AND PLAN

2.1 Approval Motion. Not later than 15 days after the last Party signs this Settlement Agreement, the Diocese shall file the Approval Motion in form and substance acceptable to the Parties.

2.1.1 The Diocese shall provide written notice of the Approval Motion to (a) all Known Survivor Claimants, (b) counsel for the UCC, (c) all Entities who have filed notices of appearance in the Chapter 11 Case, and (d) all Persons known to have provided general or professional liability insurance or coverage to the Diocese, the Parishes or the other Protected Parties. The Diocese shall serve the Approval Motion on all Entities identified above at the address shown on their proofs of claim or to their counsel of record or, if no proof of claim was filed, then at the address on the Diocese's schedules. The Diocese shall also serve the Approval Motion on the attorney for each Known Survivor Claimant. To the extent the Diocese knows of, or may ascertain after reasonable investigation, the identity of Survivor Claimants that are not Known Survivor Claimants, including Pre-Effective Date Unknown Survivor Claimants, the Diocese shall serve the Approval Motion on those Survivor Claimants and their counsel of record. The Diocese shall also serve the Approval Motion on any and all co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Survivor Claimants at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant.

2.1.2 If any Entity files an objection to the Approval Motion, the Diocese shall consult and cooperate with the Parishes, UCC, and Catholic Mutual and take all reasonable steps to respond to the objection and argue in favor of the Approval Motion before the Bankruptcy Court.

2.1.3 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order.

2.1.4 Catholic Mutual and the Parishes shall cooperate with the Diocese with respect to the Approval Motion and any proceedings on appeal from entry of the Approval Order, including making all appropriate submissions.

2.2 Plan. The Diocese shall file the Plan, including all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not deprive Catholic Mutual of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of Catholic Mutual under this Settlement Agreement. The Plan shall include, without limitation, the following provisions:

2.2.1 The Plan shall create a Trust which shall be responsible for making any and all payments to Survivor Claimants entitled to receive payments under the Plan. The Settlement Amount shall be contributed to the Trust pursuant to the conditions of Sections 3.1 and 3.3 of this Settlement Agreement.

2.2.2 The Plan shall provide that, on the Plan Effective Date, the Trust shall assume all liability, if any, of the Protected Parties and Catholic Mutual for Channeled Claims. The Trust shall have the right and obligation to defend, resolve, and satisfy the Survivor Claims with respect to any liability of the Protected Parties and Catholic Mutual and shall assume any obligations relating to Medicare Claims. All payment obligations to a Survivor Claimant shall be funded from the assets of the Trust, and the Trustee shall be the fiduciary and/or administrator as that term is defined in the MMSEA.

2.2.3 The Plan shall provide that the Trust shall defend, indemnify, and hold harmless the Protected Parties and Catholic Mutual from any Medicare Claims, including any reporting and payment obligations and obligations owing or potentially owing under MMSEA or MSPA, and any other Medicare Claims arising from the Plan, the Trust Documents, and the Plan Documents. The Trust shall not be obligated to create a reserve for this potential obligation.

2.2.4 The Plan shall include the Channeling Injunction in substantially the form and substance in Exhibit A, with only such modifications that are acceptable to the Parties.

2.2.5 The Plan shall include that the Trust shall defend, indemnify, and hold harmless Catholic Mutual with respect to all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless Catholic Mutual with respect to any Survivor Claims and other claims released under Section 4.1 of this Settlement Agreement, subject to any limitations contained in Section 7.2 of this Settlement Agreement.

2.2.6 The Plan shall include the Supplemental Settling Insurer Injunction in substantially the form and substance in Exhibit C, with only such modifications that are acceptable to the Parties.

2.2.7 The Plan shall include exculpation provisions in substantially the form and substance in Exhibit I, with only such modifications that are acceptable to the Parties.

2.2.8 The Plan shall provide for *Pierringer* releases in favor of the Diocese, Parishes, and Catholic Mutual from all holders of Survivor Claims as a condition for receiving a payment from the Trust, in form and substance satisfactory to the Parties.

2.2.9 The Plan shall provide for releases by the Diocese and the Parishes on behalf of themselves and their Protected Parties in favor of Catholic Mutual with respect to the Channeled Claims.

2.2.10 The Plan shall incorporate the Settlement Agreement by reference and make the Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that the Settlement Agreement is binding on Catholic Mutual, the Trust, the Diocese, the Parishes, the other Protected Parties, the Reorganized Debtor, the UCC, parties in interest, and any of the foregoing Entities' successors and assigns.

2.3 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.3.1 The Confirmation Order shall be substantially in form and substance as the Confirmation Order attached as Exhibit D. For the avoidance of doubt, the Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction, (c) contain the Supplemental Settling Insurer Injunction, and (d) approve the form of releases to be provided by holders of Survivor Claims, and (e) provide that this Settlement Agreement is binding on Catholic Mutual, the Trust, the Diocese, the Reorganized Debtor, the Parishes, the other Protected Parties, the UCC, the parties in interest in the Chapter 11 Case, and any of the foregoing Entities' successors and assigns.

2.3.2 The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to Catholic Mutual.

2.3.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded Catholic Mutual under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

2.3.4 Prior to entry of the Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Survivor Claim. If the Bankruptcy Court lifts the stay as to any Survivor Claim prior to entry of the Confirmation Order, the Diocese shall defend itself against the Survivor Claim and comply with the terms of the stay relief order. If the Diocese fails to defend that Survivor Claim, then Catholic Mutual shall have the right, but not the duty, to defend and/or indemnify the Diocese and its Protected Parties against the Survivor Claim and any fees,

expenses and costs incurred by Catholic Mutual in such defense and/or indemnity shall be deducted from the Settlement Amount. In such event, the Diocese shall cooperate with Catholic Mutual in the defense and/or indemnification of such Survivor Claims.

2.4 Insurance Coverage Adversary Proceeding. The Parties shall cease all litigation activities against each other in the Insurance Coverage Adversary Proceeding; provided, however, that each Party may take whatever steps that, in its sole judgment, are necessary to defend its Interests as long as it remains a party in the Insurance Coverage Adversary Proceeding.

2.4.1 The Diocese shall use its reasonable efforts to obtain the dismissal of other Claims, if any, against Catholic Mutual by any other insurer in the Insurance Coverage Adversary Proceeding.

2.4.2 The Parties covenant not to sue each other until (a) the Bankruptcy Orders become Non-Appealable Orders, at which time this covenant is superseded by the releases provided in Article IV of this Settlement Agreement or (b) the date on which this Settlement Agreement is terminated. As of the Settlement Agreement Effective Date, the Protected Parties (a) shall withdraw all outstanding tenders of Claims to Catholic Mutual for defense and indemnity, (b) shall not tender any Claims to Catholic Mutual, and (c) shall not request that Catholic Mutual fund any judgments, settlements, or defense costs.

2.5 Solicitation Procedures Motion. In connection with the filing of the Plan and the Disclosure Statement, the Diocese shall file the Solicitation Procedures Motion. The Solicitation Procedures Motion shall seek approval of (a) the adequacy of the Disclosure Statement, (b) the content and form of the confirmation hearing notice, (c) the content and form of the ballots for classes eligible to vote under the Plan, (d) the procedures for voting to accept or reject the Plan, (e) the voting deadline, (f) the tabulation procedures, and (g) the publication notice and publication procedures. The Diocese shall seek entry of the Procedures Order in substantially the same form and substance as Exhibit F attached to this Settlement Agreement, with only such modifications that are acceptable to the Parties.

2.6 Claim Treatment. Catholic Mutual shall have no obligation to pay, handle, object to, or otherwise respond to any Claim, unless this Settlement Agreement is terminated.

**ARTICLE III
PAYMENT OF THE SETTLEMENT AMOUNT, AMENDMENT OF
CERTIFICATE, AND DISMISSAL OF INSURANCE COVERAGE ADVERSARY
PROCEEDING**

3.1 Conditions Precedent. The Settlement Agreement shall become effective and binding on the Parties and Catholic Mutual shall pay the Settlement Amount to the Trust only after the following conditions have first been satisfied:

3.1.1 The Settlement Agreement has been executed by all Parties in form and substance acceptable to the Parties;

3.1.2 The Bankruptcy Court has entered the Approval Order, granting the Approval Motion in its entirety, and the Approval Order becomes a Non-Appealable Order;

3.1.3 The Bankruptcy Court has entered the Procedure Order, granting the Solicitation Procedures Motion in its entirety, and the Procedure Order becomes a Non-Appealable Order; and

3.1.4 The Bankruptcy Court has entered the Confirmation Order, approving the Plan consistent with the terms of the Settlement Agreement, including approving the Channeling Injunction, Supplemental Settling Insurer Injunction, and the releases in favor of the Protected Parties and Catholic Mutual, and the Confirmation Order becomes a Non-Appealable Order.

3.2 Notice of the Settlement Agreement Effective Date. Within three days after all of the conditions precedent contained in Section 3.1 are satisfied, the Diocese shall provide the Parties with notice of the Settlement Agreement Effective Date.

3.3 Payment of Settlement Amount. In full and final settlement of all responsibilities for any and all Survivor Claims that occurred or may have arisen prior to the Plan Effective Date, Catholic Mutual shall pay the Settlement Amount within 10 days after receiving notice of the Settlement Agreement Effective Date and directions as to transmission of the payment. Catholic Mutual shall have the option to pay the Settlement Amount by check or wire transfer.

3.3.1 The Parties agree that the Settlement Amount is the total amount Catholic Mutual is obligated to pay on account of (a) any and all Claims, including all Survivor Claims, Channeled Claims, reimbursement obligations for Medicare Claims, and Related Insurance Claims that arise under, arise out of, relate to, or are in connection with the Catholic Mutual Certificates, and (b) any and all Claims and Interests, whether known or unknown, past, present, or future, that arise under, arise out of, relate to, or are in connection with the Catholic Mutual Certificates.

3.3.2 The Parties further agree that (a) under no circumstance will Catholic Mutual ever be obligated to make any additional payments in excess of the Settlement Amount to, or on behalf of, anyone in connection with any Survivor Claims, including any Channeled Claims and any Related Insurance Claims, covered or allegedly covered under the Catholic Mutual Certificates, (b) under no circumstance shall Catholic Mutual ever be obligated to make any additional payments to, or on behalf of, the Diocese or any Survivor Claimants in connection with any coverage under any of the Catholic Mutual Certificates, with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Survivor Claims or Channeled Claims, and, regardless of how the Catholic Mutual Certificates identify or describe the limits of liability under the Catholic Mutual Certificates, all such limits, including all per person, per occurrence, per claim, and aggregate limits, shall be deemed fully and properly exhausted.

3.3.3 The Parties agree and jointly represent that (a) the consideration to be provided by Catholic Mutual pursuant to this Settlement Agreement (including the Settlement Amount and the releases set forth below) constitutes fair and reasonable exchanges for consideration granted to Catholic Mutual in this Settlement Agreement and (b) the consideration to be provided by the Diocese, the Parishes and their respective Protected Parties pursuant to this Settlement Agreement (including the releases set forth below) constitutes a fair and reasonable exchange for the consideration granted to the Diocese, the Parishes and their respective Protected Parties in this Settlement Agreement (including the Settlement Amount). Catholic Mutual is not acting as a volunteer in paying the Settlement Amount, and Catholic Mutual's payment of the Settlement Amount reflects potential liabilities and obligations to the Diocese, the Parishes and their respective Protected Parties of amounts Catholic Mutual allegedly is obligated to pay on account of any and all Claims.

3.4 Insurance Coverage Adversary Proceeding. Within 10 days after Catholic Mutual pays the Settlement Amount to the Trust, the Diocese shall sign and file any necessary papers to dismiss the Insurance Coverage Adversary Proceeding as to Catholic Mutual with prejudice and with each party to bear its own costs. To the extent any other pending action exists between the Parties in connection with the Coverage Disputes, the Diocese shall dismiss those pending actions with prejudice and with each party to bear its own costs within 10 days after Catholic Mutual pays the Settlement Amount to the Trust.

3.5 Amendment of Certificate of Coverage. Upon satisfaction of the conditions precedent set forth in this Article III, the Retroactive Date, as defined in the July 1, 2019 Catholic Mutual Certificate, for Sexual Misconduct Claims, as defined in the July 1, 2019 Catholic Mutual Certificate, of the current certificate of coverage by Catholic Mutual and any renewal thereof is hereby amended to the Plan Effective Date.

ARTICLE IV RELEASES

4.1 Diocese's and Parishes' Release of Catholic Mutual. Upon payment by Catholic Mutual of the Settlement Amount to the Trust, the Diocese and the Parishes, for themselves and their respective Protected Parties, hereby fully, finally, and completely release, remise, acquit, and forever discharge Catholic Mutual and any of its reinsurers or retrocessionaires from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date and that directly or indirectly arise out of, relate to, or are in connection with (a) the Catholic Mutual Certificates, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by Catholic Mutual to the Diocese or Parishes, (c) the Survivor Claims covered or allegedly covered under the Catholic Mutual Certificates, (d) the Channeled Claims, (e) the Related Insurance Claims, (f) the reimbursement obligations for Medicare Claims, and (g) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case. For the avoidance of doubt, the release of any Claims by Other Insured Entities extends only to Claims for which the Other Insured Entities qualify as Other Insured Entities and Protected Parties under the Plan.

4.2 Catholic Mutual Release of Diocese. Upon payment by Catholic Mutual of the Settlement Amount, Catholic Mutual hereby fully, finally, and completely remises, releases, acquits, and forever discharges the Diocese and Parishes, and their respective Protected Parties, from any and all past, present, future, known and unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of, relate to, or are in connection with (a) the Catholic Mutual Certificates, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by Catholic Mutual to the Diocese or Parishes, (c) the Survivor Claims covered or allegedly covered under the Catholic Mutual Certificates, (d) the Channeled Claims, (e) the Related Insurance Claims, (f) the reimbursement obligations for Medicare Claims, and (g) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case.

4.3 General Release Provisions.

4.3.1 Unless otherwise provided in the Plan, the releases contained in this Article IV shall be pursuant to the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963), and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). This Settlement Agreement in no way releases any Claims held by Survivor Claimants against religious orders and all Entities who are not Protected Parties, who will remain severally liable on any Claims.

4.3.2 From and after the Settlement Agreement Effective Date, the Diocese and its Protected Parties shall not assert any Claim against Catholic Mutual with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or

indirectly arises out of, relates to, or is in connection with the Catholic Mutual Certificates, including (a) any Survivor Claim, including any Unknown Survivor Claim or any Late-Filed Survivor Claim, that occurred or may have arisen prior to the Plan Effective Date, including any such Survivor Claim that arises under or relates to any other binder, certificate, or policy of insurance issued or allegedly issued by Catholic Mutual to the Diocese or Parishes, (b) any Channeled Claim, (c) any Related Insurance Claim, and/or (d) any other matter released pursuant to Article IV of this Settlement Agreement.

4.3.3 From and after the Settlement Agreement Effective Date, the Parishes and their respective Protected Parties shall not assert any Claim against Catholic Mutual with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or indirectly arises out of, relates to, or is in connection with the Catholic Mutual Certificates, including (a) any Survivor Claim, including any Unknown Survivor Claim or any Late-Filed Survivor Claim, that occurred or may have arisen prior to the Plan Effective Date, including any such Survivor Claim that arises under or relates to any other binder, certificate, or policy of insurance issued or allegedly issued by Catholic Mutual to the Diocese or Parishes, (b) any Channeled Claim, (c) any Related Insurance Claim, and/or (d) any other matter released pursuant to Article IV of this Settlement Agreement.

4.4 Waiver of Surviving Claims. If, contrary to the intent of the Parties, any Claims released pursuant to this Article IV of the Settlement Agreement, including any past, present, or unknown Claims for insurance coverage under the Catholic Mutual Certificates or any other Claim by the Diocese, the Parishes or their respective Protected Parties against Catholic Mutual in respect of the Catholic Mutual Certificates, are deemed to survive this Settlement Agreement, even though they are encompassed by the terms of the releases set forth in this Article IV of this Settlement Agreement, the Parties hereby forever, expressly, and irrevocably waive entitlement to and agree not to assert any and all such Claims.

4.5 Comparative Releases. All of the releases and other benefits provided in this Settlement Agreement by the Diocese, the Parishes and their respective Protected Parties to Catholic Mutual are at least as favorable as the releases and other benefits that the Diocese has provided to any other one of the Diocese's insurers in the Chapter 11 Case. If the Diocese or the Parishes enter into any agreement with any other insurer in the Chapter 11 Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then this Settlement Agreement shall be deemed to be modified to provide Catholic Mutual with those more favorable releases and/or benefits. However, the provision at Section 7.2.1 of this Settlement Agreement that the duty to defend, indemnify, and hold harmless Catholic Mutual does not extend to, and does not include, claims that are, or may be, made against Catholic Mutual by other insurers shall not be modified. The Diocese shall notify Catholic Mutual promptly of the existence of such more favorable releases or benefits.

4.6 Reinsurance. Neither the releases set forth in this Article IV nor any other provisions in this Settlement Agreement are intended to apply to, or have any effect on, Catholic Mutual's right to seek or obtain reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Catholic Mutual Certificates, or any other binder, certificate, or policy of insurance issued, or allegedly issued, by Catholic Mutual. The Diocese and the Parishes shall undertake all reasonable actions and cooperate with Catholic Mutual in connection with its reinsurers.

4.7 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

ARTICLE V TERMINATION OF THE SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate its participation in this Settlement Agreement prior to the Settlement Agreement Effective Date if any of the following conditions occur:

5.1.1 The Bankruptcy Orders do not become Non-Appealable Orders within one year from the date on which the Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or acquiesces in the filing of a chapter 11 plan by another Person, that is inconsistent with the terms of the Settlement Agreement; or

5.1.3 The Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of the Settlement Agreement by any party, the Settlement Agreement shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Catholic Mutual Certificates as if this Settlement Agreement never existed.

ARTICLE VI REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Chapter 11 Case.

6.1.2 This Settlement Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith, pursuant to arm's length negotiations and for value and valuable consideration.

6.1.3 The Parties have completed a reasonable search for evidence of any policies or certificates issued by Catholic Mutual to the Diocese and Parishes that would afford coverage with respect to any Survivor Claim. Other than the Catholic Mutual Certificates identified in Exhibit H, no such policies or certificates and acknowledgements of coverage have been identified. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the schedules or exhibits thereto, shall be construed as, or deemed to be, an admission or evidence that any binder, certificate, or policy was in fact issued and/or affords coverage in connection with the Survivor Claims.

6.2 Representations of Diocese and Parishes. The Diocese and Parishes each represent and warrant as follows:

6.2.1 The Diocese and the Parishes have not assigned, and shall not assign, any Interests in the Catholic Mutual Certificates or any other binder or certificate issued by Catholic Mutual.

6.2.2 The Diocese and the Parishes have not in any way assisted, and shall not in any way assist, any Entity in the establishment of any Claim against Catholic Mutual.

6.2.3 The Diocese and the Parishes are the owners of the Catholic Mutual Certificates and no other Person has legal title to the Catholic Mutual Certificates.

ARTICLE VII ACTIONS INVOLVING THIRD PARTIES

7.1 Other Insurer Claims. For purposes of supporting the releases granted in Article IV and the extinguishment of any and all rights under the Catholic Mutual Certificates, the Diocese and Parishes hereby agree as follows:

7.1.1 After the Settlement Agreement Effective Date, if any other insurer of the Diocese, the Parishes or their respective Protected Parties obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from Catholic Mutual as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for Catholic Mutual's alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense and/or indemnity obligation of Catholic Mutual for any Claims released or resolved pursuant to this Settlement Agreement, the Diocese, Parishes, or Trust, as applicable, shall voluntarily reduce its judgment or Claim against, or settlement with, such other insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against

Catholic Mutual. To ensure that such a reduction is accomplished, Catholic Mutual shall be entitled to assert this Article VII as a defense to any action or Claim against it brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect Catholic Mutual from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Catholic Mutual, such Claim may be asserted as a defense against a Claim by the Diocese, Parish, or Trust, as applicable, in any coverage litigation, and the Diocese, Parish, or Trust, as applicable, may assert the legal and equitable rights of Catholic Mutual in response thereto. To the extent such a Claim is determined to be valid by the court or appropriate tribunal presiding over such action, the liability of such other insurer to the Diocese, Parish, or Trust, as applicable, shall be reduced dollar for dollar by the amount so determined.

7.1.2 Catholic Mutual shall not seek reimbursement (other than from a reinsurer or retrocessionaire, as such) for any payments it was obligated to make under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other insurer of the Diocese or Parishes unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from Catholic Mutual. The Diocese and Parishes shall use their respective reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Article VII.

7.2 Indemnification. After the Settlement Agreement Effective Date and the Plan Effective Date, pursuant to the terms of the Plan, the Trust shall defend, indemnify, and hold harmless Catholic Mutual with respect to any and all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Diocese and Parishes shall defend, indemnify, and hold harmless Catholic Mutual with respect to any and all Claims released under Section 4.1 of this Agreement, including all Survivor Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless Catholic Mutual with respect to any and all Channeled Claims, Covered Non-Survivor Claims, Related Insurance Claims and any released Claims that are not Survivor Claims, Related Insurance Claims, or Medicare Claims.

7.2.1 These indemnification obligations of the Trust and the Reorganized Debtor to Catholic Mutual include Survivor Claims made by Entities over whom the Diocese or Parishes do not have control, including any other Entity who asserts Survivor Claims against or rights to coverage under the Catholic Mutual Certificates. The obligation of the Trust or Reorganized Debtor to indemnify Catholic Mutual shall not exceed the Settlement Amount. The duty to defend, indemnify, and hold harmless Catholic Mutual does not extend to or include Claims that are, or may be, made against Catholic Mutual by other insurers.

7.2.2 Catholic Mutual may, but is not obligated to, undertake the defense of any Claim upon receipt of such Claim without affecting such indemnification obligations. Catholic Mutual agrees to notify the Trust or Reorganized Debtor, as applicable, as soon as practicable of any Claims identified in Section 7.2 of this Settlement Agreement and of their choice of counsel. Catholic Mutual's defense of any Claims shall have no effect on the obligation of the Trust or Reorganized Debtor, as applicable, to indemnify Catholic Mutual for such Claims and defense fees, costs and expenses, as set forth in Section 7.2 of this Settlement Agreement.

7.2.3 The Trust or Reorganized Debtor, as applicable, subject to the limitations above regarding the maximum amounts the Trust or Reorganized Debtor must pay, shall reimburse all reasonable attorneys' fees, expenses, costs, and amounts incurred by Catholic Mutual in defending such Claims. In defense of any such Claims, Catholic Mutual may settle or otherwise resolve a Claim only with the prior consent of the Trust or Reorganized Debtor, as applicable, which consent shall not be unreasonably withheld. To the extent Section 7.2 of this Settlement Agreement may give rise to pre-Plan Effective Date administrative claims which have not been provided for in the Plan, such claims shall pass through the Plan unimpaired.

7.3 Stay of Prosecution of Channeled Claim. If any Entity attempts to prosecute a Channeled Claim against Catholic Mutual before the Settlement Agreement Effective Date, then promptly following notice to do so from Catholic Mutual, the Diocese shall file a motion and supporting papers to obtain an order from the Bankruptcy Court, pursuant to sections 362 and 105(a) of the Bankruptcy Code, protecting Catholic Mutual from any such Claims until the Bankruptcy Orders become Non-Appealable Orders or, alternatively, this Settlement Agreement is terminated under Article V of this Settlement Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Entity not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

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

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Confirmation Order, the Solicitation Procedures Motion, the Procedures Order, and the Chapter 11 Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

8.4 This Settlement Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

8.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII or (b) any possible action or proceeding between Catholic Mutual and any of its reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Catholic Mutual's obligations under any of the Catholic Mutual Certificates or any other binder or certificate of coverage or any

acknowledgement of coverage issued by Catholic Mutual with respect to any Claims against Catholic Mutual.

8.8 None of the Parties shall make any public statements or disclosures (a) regarding each other's rationale or motivation for negotiating or entering into this Settlement Agreement or (b) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Catholic Mutual Certificates or any other binder or certificate of coverage issued by Catholic Mutual, including handling of, or involvement in connection with, the Survivor Claims or the resolution of the Survivor Claims.

8.9 Neither this Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

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

8.11 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.12 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese:

The Diocese of New Ulm
Attention: Thomas Holzer
Catholic Pastoral Center
1421 6th Street North
New Ulm, MN 56073

with a copy to:

James L. Baillie
Steven R. Kinsella
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
jbaillie@fredlaw.com
skinsella@fredlaw.com

If to Catholic Mutual:

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

with a copy to:

Everett J. Cygal
Schiff Hardin LLP
233 S. Wacker Drive, Suite 6600
Chicago, IL 60606
ecygal@schiffhardin.com

If to the Parishes:

David E. Runck
Fafinski Mark & Johnson, P.A.
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
david.runck@fmjlaw.com

8.13 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

8.14 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by Catholic Mutual that the Diocese, Parishes, or any other Entity was or is entitled to any coverage under the Catholic Mutual Certificates or any other binder or certificate of coverage issued or allegedly issued by Catholic Mutual or as to the validity of any of the positions that have been or could have been asserted by the Diocese or Parishes, (b) an admission by the Diocese or Parishes as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by Catholic Mutual or any Claims that have been or could have been asserted by the Diocese or Parishes against Catholic Mutual, or (c) an admission by the Diocese, Parishes, or Catholic Mutual of any liability whatsoever with respect to any of the Survivor Claims.

8.15 All of the Entities included in the definition of Catholic Mutual, Protected Parties, and the Trust and Trustee are intended beneficiaries of this Settlement Agreement. Except as set

forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.16 The Diocese, Parishes, and Catholic Mutual shall be responsible for their own fees and costs incurred in connection with the Chapter 11 Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.17 The following rules of construction shall apply to this Settlement Agreement:

8.17.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include”, “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.17.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.17.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

8.17.4 The use of the terms “intend”, “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.17.5 Requirements that forms of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

8.18 The Bankruptcy Court in the Chapter 11 Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Minnesota law.

8.19 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order, unless this Settlement Agreement is terminated pursuant to Section 5.1 in this Settlement Agreement.

8.20 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date.

[SIGNATURE PAGES TO FOLLOW]

69257903 v4

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of Catholic Mutual Relief Society of America

By: _____

Title: _____

Date: _____

John M. Kelly
VP Claims
2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of The Diocese of New Ulm

By: Msgr. Douglas L. Grams
Rev. Msgr. Douglas L. Grams

Title: Vicar General

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Cathedral of the Holy Trinity, New
Ulm,**

By: Msgr Douglas L. Grane

Title: Rector/Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Japanese Martyrs
(Leavenworth), Sleepy Eye**

By: Msgr. Eugene Szymie

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady (Manannah),
Grove City,**

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady of the Lakes,
Spicer**

By: Rev. Steven J. Oberholt

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Our Lady of Victory, Lucan

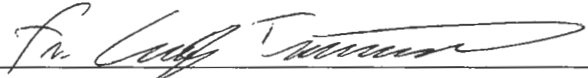
By: Rev. Formentor Hume

Title: Pastor

Date: 2-28~~th~~ 20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Ss. Cyril and Methodius,
Taunton**

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Ss. Peter and Paul (Ivanhoe)

By: Father Ronald Huberty

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Aloysius, Olivia

By: FR Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anastasia, Hutchinson

By: Paul Shy

Title: Vice-President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Andrew, Fairfax

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the ~~Church~~ of St. Andrew, Granite Falls,

By: 

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anne, Wabasso

By: Rev. Anthony Lane

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anthony, Watkins

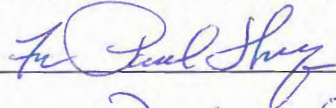
By: Rev. Alan N. [Signature]

Title: Pastor

Date: 2-27-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Boniface, Stewart

By: 

Title: Vice-President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Brendan, Green Isle,

By: Fr. [Signature]

Title: Parochial Administrator

Date: 2/26/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Bridget, De Graff

By: Fa. Jeremy Cucara

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Catherine, Redwood Falls,

By: *Rev. Fr. Kentley H. H. H.*

Title: *Pastor*

Date: *2-27-20*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Clara, Clara City

By: fr. Paul [Signature]

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

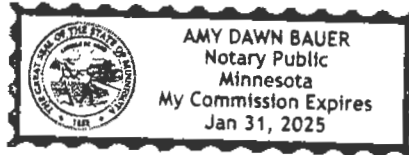
**On behalf of the Church of St. Clotilde (Green Valley),
Marshall,**

By: *Fr. Michael Kypf*

Title: *Pastor*

Date: *Feb. 24, 2020*

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Dionysius, Tyler

By: Fairbaird Hubert

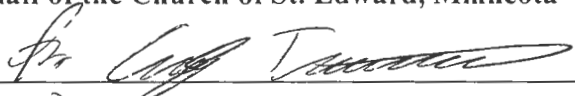
Title: Pastor

Date: 2-24-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Edward, Minneota

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Eloi, Ghent,

By: *Fr. J. J. T. T. T.*

Title: *Pastor*

Date: *2-25-79*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Francis, Benson

By: Fr. Jeremy Cleary

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Francis de Sales,
Winthrop**

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Genevieve, Lake Benton

By: Fredrick Rosold Hulbert

Title: pastor

Date: 2-24-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. George, New Ulm

By: Msgr. Douglas L. Gams

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Gertrude, Litchfield

By: Rev. Jeffrey P. Horezsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Gregory the Great,
Lafayette**

By: Msgr Douglas L. Grane

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Dawson

By: 

Title: Pastor

Date: 7-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Nassau

By: *Sasha Bin Costa*

Title: *Pastor*

Date: *July 26 2020*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Appleton

By: Fr. Jeremy Kucera

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Darwin

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Morton

By: Rev. Fr. Anthony A. Hesse

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Ortonville

By: Sade Bin Oshel

Title: Pastor

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John (Faxon), Belle Plaine

By: Rey Samuel Perez

Title: Pastor -

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Hector

By: Fr Joseph A Steinbeissen
Title: Pastor
Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John Cantius, Wilno

By: Father Ronald Hulbert

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. John the Baptist
(Searles), New Ulm**

By: Msgr Douglas J. Gamm

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Henderson,

By: Rev. Samuel Perez

Title: Pastor

Date: 02 - 25 - 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Lambertton

By: Fr. Philip Schoteko

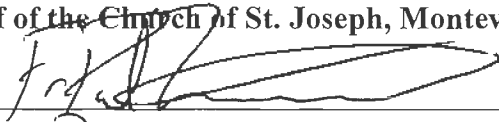
Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Montevideo

By:

A handwritten signature in black ink, appearing to be "F. J. ...", written over a horizontal line.

Title:

Pastor

Date:

2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Clements

By: Mgr. Eugene A. Szymanski

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Joseph (Rosen),
Bellingham**

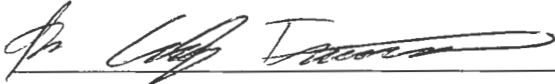
By: Sasha Tim Oast

Title: Pastor

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Leo, Saint Leo

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Malachy, Clontarf

By: Fr. Henry Keenan

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Arlington

By: FR. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Bird Island

By: Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Cottonwood

By: Rev. Matt Quering

Title: Parochial Administrator

Date: 2-24-20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, New Ulm

By: Mrs. Douglas L. Gram

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Sleepy Eye

By: Msgr. Eugene J. Lypiec

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

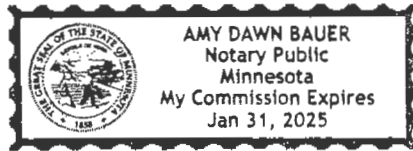
On behalf of the Church of St. Mary, Tracy

By: Fr. Menck Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Willmar

By: Rev Steven J. Unholt

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Beardsley

By: Sasha Bin Osto

Title: Paste

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Seaforth

By: Rev. Fr. Anthony J. Hussey

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mathias, Wanda

By: Rev. Fr. Anthony Ham

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Gaylord,

By: F. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Madison,

By: Sachin Bin W Oestel

Title: Pastor

Date: Feb 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

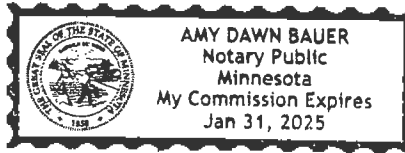
On behalf of the Church of St. Michael, Milroy

By: *A. Mansuetti*

Title: *Pastor*

Date: *Feb. 24, 2020*

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Morgan

By: Msgr. Eugene J. Lajinski

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Patrick, Kandiyohi

By: Rev. Steven J. Ushelst

Title: PASTOR

Date: 2-22-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Comfrey

By: Msgr. Eugene J. Lynch

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Nicollet

By: Dennis C. LaBat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

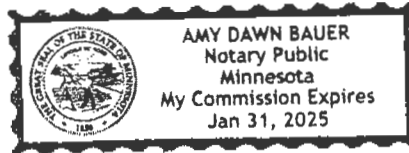
On behalf of the Church of St. Paul, Walnut Grove

By: *Tr. Mark Sauffl*

Title: *Pastor*

Date: *Feb 24, 2020*

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Saint Peter

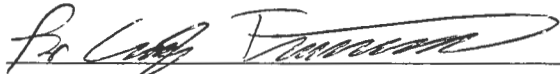
By: Dennis C. Fabat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Canby

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Philip, Litchfield,

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Pius X, Glencoe,

By: Rev. [Signature]

Title: Pastor - Vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Raphael, Springfield

By: Fr Philip Schoteko

Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Thomas More, Lake Lillian

By: Rev. Steven J. Verhelst

Title: PASTOR

Date: 2-22-2020

↙

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Willibrord, Gibbon

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Family, Silver Lake

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

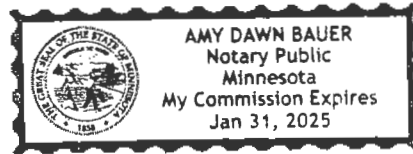
**On behalf of the Church of the Holy Redeemer,
Marshall**

By: J. Mark Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Redeemer, Renville

By: Joseph A. Steinbeisser

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, Graceville,

By: Fr. Brian W. Oestlund

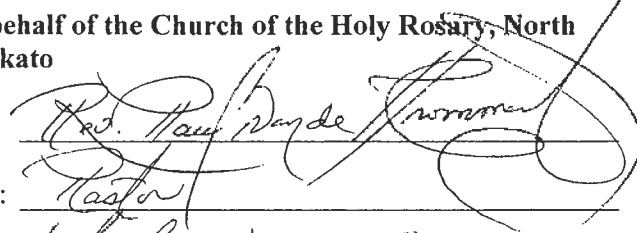
Title: Pastor

Date: Feb 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, North Mankato

By:



Title:

Pastor

Date:

March 5, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Trinity, Winsted

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Franklin,

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Murdock

By: Fr. Jeremy Arana

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of New Ulm Area Catholic Schools

By: Msgr. Douglas L. Grone

Title: Canonical Administrator

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of St. Thomas, Sanborn

By: Fr. Philip Schotzko

Title: Pastor

Date: Feb 23, 2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Oratory of St. Thomas (Jessenland),
Henderson,**

By: Rev. Samuel Peres

Title: Pastor

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of the Visitation, Danvers

By: Fr. Jimmy Rivera

Title: Pastor

Date: 2/25/2020

EXHIBIT A

CHANNELING INJUNCTION PLAN LANGUAGE

In consideration of the undertakings of the Protected Parties and the Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurers, and pursuant to Bankruptcy Code Section 105 and 363:

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. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers, including:

(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 the Settling Insurers or against the property of any of the Protected Parties or the Settling Insurers;

(2) enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or the Settling Insurers;

(3) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurers, or the property of the Protected Parties or the Settling Insurers;

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

A. any obligation due any of the Protected Parties or the Settling Insurers;

B. any of the Protected Parties or the Settling Insurers; or

C. the property of any of the Protected Parties or the Settling Insurers.

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and

(6) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers.

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

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EXHIBIT B**LIST OF PARISHES**

	Parish Entity	Address
1.	Church of St. John	349 E Reuss Ave Appleton, MN 56208-1513
2.	Church of St. Mary	PO Box 392 Arlington, MN 55307-0392
3.	Church of St. Mary (Beardsley)	PO Box 7 Graceville, MN 56240-0007
4.	Church of St. Francis	508 13th St N Benson, MN 56215-1228
5.	Church of St. Mary	PO Box 500 Bird Island, MN 55310-0500
6.	Church of St. Peter (Canby)	408 N. Washington St Minneota, MN 56264-9605
7.	Church of St. Clara (Clara City)	512 Black Oak Ave Montevideo, MN 56265-1874
8.	Church of St. Joseph (Clements)	PO Box 459 Morgan, MN 56266-0459
9.	Church of St. Malachy (Clontarf)	508 13th St N Benson, MN 56215-1228
10.	Church of St. Paul	PO Box 277 Comfrey, MN 56019-0277
11.	Church of St. Mary	PO Box 228 Cottonwood, MN 56229-0228
12.	Oratory of the Visitation	508 13th St N Benson, MN 56215-1228
13.	Church of St. John	106 N 4th St Darwin, MN 55324-6016
14.	Church of St. James (Dawson)	408 N. Washington Minneota, MN 56264-9605
15.	Church of St. Bridget (DeGraff)	508 13th St N Benson, MN 56215-1228
16.	Church of St. Andrew	PO Box C Fairfax, MN 55332-0903
17.	Church of St. Gertrude (Forest City)	821 E 5th St Litchfield, MN 55355-1862
18.	Church of the Sacred Heart	PO Box 175 Franklin, MN 55333-0175
19.	Church of St. Michael	PO Box 357 Gaylord, MN 55334-0357
20.	Church of St. Eloi	409 N Adams St. Minneota, MN 56264
21.	Church of St. Willibrord	PO Box 436 Gibbon, MN 55335-0436
22.	Church of St. Pius X	1014 Knight Ave N Glencoe, MN 55336-2320

	Parish Entity	Address
23.	Church of the Holy Rosary	PO Box 7 Graceville, MN 56240-0007
24.	Church of St. Andrew (Granite Falls)	512 Black Oak Ave Montevideo, MN 56265-1874
25.	Church of St. Brendan	PO Box 85 Green Isle, MN 55338-0085
26.	Church of St. Clotilde (Green Valley)	c/o Holy Redeemer, 503 W. Lyon Street Marshall, MN 56258
27.	Church of St. John (Hector)	PO Box 500 Bird Island, MN 55310-0500
28.	Church of St. Joseph	PO Box 427 Henderson, MN 56044-0427
29.	Church of St. Anastasia	460 Lake St SW Hutchinson, MN 55350-2349
30.	Church of Ss. Peter and Paul (Ivanhoe)	PO Box 310 Tyler, MN 56178-0310
31.	Oratory of St. Thomas (Jessenland)	PO Box 427 Henderson, MN 56044-0427
32.	Church of St. Patrick	713 12th St SW Willmar, MN 56201-3082
33.	Church of St. Gregory the Great	PO Box 5 Lafayette, MN 56054-0005
34.	Church of St. Genevieve (Lake Benton)	PO Box 310 Tyler, MN 56178-0310
35.	Church of St. Thomas More	713 12th St SW Willmar, MN 56201-3082
36.	Church of St. Joseph	PO Box 458 Lamberton, MN 56152-0458
37.	Church of Japanese Martyrs (Leavenworth)	30881 County Road 24 Sleepy Eye, MN 56085-4361
38.	Church of St. Philip	821 E 5th St Litchfield, MN 55355-2263
39.	Church of Our Lady of Victory	PO Box 96 Lucan, MN 56255-0096
40.	Church of St. Michael	412 W 3rd St Madison, MN 56256-1494
41.	Church of Our Lady (Manannah)	57482 Csah 3 Grove City, MN 56243-2103
42.	Church of the Holy Redeemer	503 W Lyon St Marshall, MN 56258-1390
43.	Church of St. Michael	200 Euclid Ave Milroy, MN 56263-1169
44.	Church of St. Edward	408 N Washington St Minneota, MN 56264-9605
45.	Church of St. Joseph	512 Black Oak Ave Montevideo, MN 56265-1874
46.	Church of St. Michael (Morgan)	104 Saint Marys St NW Sleepy Eye, MN 56085-1024

	Parish Entity	Address
47.	Church of St. John	PO Box 88 Morton, MN 56270-0088
48.	Church of the Sacred Heart	PO Box 9 Murdock, MN 56271-0009
49.	Church of St. James (Nassau)	421 Madison Ave Ortonville, MN 56278-1327
50.	Cathedral of the Holy Trinity	605 N State St New Ulm, MN 56073-1866
51.	Church of St. Mary	417 S Minnesota St New Ulm, MN 56073-2120
52.	Church of St. Paul	PO Box 248 Nicollet, MN 56074-0248
53.	Church of the Holy Rosary	525 Grant Ave North Mankato, MN 56003-2939
54.	Church of St. Aloysius	302 S 10th St Olivia, MN 56277-1288
55.	Church of St. John	421 Madison Ave Ortonville, MN 56278-1327
56.	Church of St. Catherine	PO Box 383 Redwood Falls, MN 56283-0383
57.	Church of the Holy Redeemer	PO Box 401 Renville, MN 56284-0401
58.	Church of St. Joseph (Rosen)	421 Madison Ave Ortonville, MN 56278-1327
59.	Church of St. John (Faxon)	PO Box 427 Henderson, MN 56044-0427
60.	Church of St. Leo (St. Leo)	408 N. Washington St. Minneota, MN 56264-9605
61.	Church of St. Peter	1801 W Broadway Ave Saint Peter, MN 56082-1368
62.	Oratory of St. Thomas	PO Box 176 Sanborn, MN 56083-0176
63.	Church of St. Mary (Seaforth)	PO Box 239 Wabasso, MN 56293-0239
64.	Church of St. John the Baptist (Searles)	10475 195th St New Ulm, MN 56073-5216
65.	Church of the Holy Family (Silver Lake)	1014 Knight Ave N Glencoe, MN 55336-2320
66.	Church of St. Mary	636 1st Ave N Sleepy Eye, MN 56085-1004
67.	Church of Our Lady of the Lakes	6680 153rd Ave NE Spicer, MN 56288-9663
68.	Church of St. Raphael	20 W Van Dusen St Springfield, MN 56087-1328
69.	Church of St. Boniface	PO Box 202 Stewart, MN 55385-0202
70.	Church of Ss. Cyril and Methodius	PO Box 368 Taunton, MN 56291-0368

	Parish Entity	Address
71.	Church of St. Mary	249 6th St Tracy, MN 56175-1114
72.	Church of St. Dionysius	PO Box 310 Tyler, MN 56178-0310
73.	Church of St. Anne	PO Box 239 Wabasso, MN 56293-0239
74.	Church of St. Paul	249 6th St Tracy, MN 56175-1114
75.	Church of St. Mathias (Wanda)	PO Box 239 Wabasso, MN 56293-0239
76.	Church of St. Anthony	PO Box 409 Watkins, MN 55389-0409
77.	Church of St. George (West Newton)	63128 388th Ln New Ulm, MN 56073-4613
78.	Church of St. John Cantius (Wilno)	PO Box 310 Tyler, MN 56178-0310
79.	Church of St. Mary	713 12th St SW Willmar, MN 56201-3099
80.	Church of the Holy Trinity	PO Box 9 Winsted, MN 55395-0009
81.	Church of St. Francis de Sales	PO Box 447 Winthrop, MN 55396-0447
82.	New Ulm Area Catholic Schools	514 N. Washington St . New Ulm, MN 56073

EXHIBIT C**SUPPLEMENTAL INJUNCTION PLAN LANGUAGE****1.1 Supplemental Settling Insurer Injunction**

Pursuant to Bankruptcy Code Sections 105(a) and 363 and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies free and clear of all Interests pursuant to Bankruptcy Code Section 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests (including all debt holders, all equity holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to an Insurance Settlement Agreement) against any of the Protected Parties or the Settling Insurers, which, directly or indirectly, arise from, relate to, or are in connection with any Survivor Claims that are covered or alleged to be covered under the Settling Insurer Policies, or any Related Insurance Claims related to such Survivor Claims, 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, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with a Survivor Claim, including:

- a. commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- b. enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- c. creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- d. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers; and
- e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

EXHIBIT D

PROPOSED CONFIRMATION ORDER

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER CONFIRMING PLAN

This case is before the court pursuant to the Second Amended Joint Chapter 11 Plan of Reorganization [Docket No. •] proposed by the debtor and the committee of unsecured creditors. The court conducted the plan confirmation hearing on March 10, 2020.

Pursuant to the findings, conclusions and statements of the court on the record at the confirmation hearing, the entire record and the orders approving the Insurance Settlement Agreements (as defined in the plan) which are incorporated into this confirmation order by reference as if set forth fully herein, the court further finds and concludes as follows:

1. The plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the plan and this case.
2. Every class that was impaired has voted to accept the plan.
3. This case presents the rare and unique circumstances in which the channeling injunctions, supplemental settling insurer injunctions, and releases provided pursuant to the plan and such Insurance Settlement Agreements may be approved. The debtor has numerous and significant liabilities on which the Protected Parties, as defined in the plan and includes the debtor, and Settling Insurers (as defined in the plan), are also liable or possibly liable to some extent. Under the plan, such Protected Parties and Settling Insurers will make substantial contributions to provide for payment to the Survivor Claimants, as defined in the plan. Such

contributions are critical and significant contributions to the effective implementation of the plan, and the plan would not be feasible without such contributions. Such Protected Parties would not release their interests under the Settling Insurer Policies (as defined in the plan) unless they obtained the benefits of the releases and injunctions under the plan. Resolution of the case would not have been possible without such releases and injunctions, and such Protected Parties and Settling Insurers would not have made contributions to the plan without the protections, releases, indemnification, and injunctions provided in the plan and the Insurance Settlement Agreements.

4. The creditors most affected by the releases and injunctions – the Survivor Claimants (as defined in the plan) – have indicated by an overwhelming majority that they accept such provisions; indeed, the committee is a proponent of the plan.

5. The court has jurisdiction pursuant to 28 U.S.C. § 1334(a) and (b) to approve the exculpation, indemnification, release, and limitation of liability provisions of the plan and to issue the channeling injunction, supplemental settling insurer injunction, and other injunctions as provided in Article XIII of the plan.

6. The debtor and committee have complied with all applicable provisions of the bankruptcy code with respect to the plan and the solicitation of acceptances or rejections thereof. In particular, the plan complies with the requirements of 11 U.S.C. §§ 1125 and 1126 as follows:

a. The debtor and committee complied with this court's order [Docket No. 343] approving notice and solicitation procedures and served the materials designated in the certificate of service [Docket No. 351] in full compliance with the court's order.

b. The debtor and committee published a notice concerning the plan, confirmation objection deadline, and confirmation hearing date in national and local publications as required by this court's order.

c. Copies of the plan and disclosure statement have been available upon request from the debtor's and committee's counsel and, free of charge, from the debtor's and court's website.

d. The debtor and the committee provided specific and adequate notice of, among other things, (i) the releases, indemnification, and injunctions provided for in the plan and the Insurance Settlement Agreements (as defined in the plan), (ii) the manner in which a creditor or interested party could take steps to obtain additional information regarding, or to object to, the releases or injunctions, (iii) the names of the Settling Insurers and Protected Parties (as the foregoing capitalized terms are defined in the plan) and (d) the confirmation hearing and all relevant dates, deadlines, procedures and other information relating to the plan and the solicitation of votes on the plan.

e. Based on the foregoing and this court's order, all persons entitled to receive notice of the disclosure statement, plan, and the confirmation hearing have received proper, timely and adequate notice in accordance with this court's order, the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules, and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

IT IS ORDERED:

A. CONFIRMATION. The plan filed and dated December 18, 2019, is confirmed.

B. BINDING EFFECT OF THE PLAN. Immediately upon entry of this order, the terms of the plan are approved, effective and binding, including without limitation upon any and all entities acquiring property under the plan, and all holders of claims and Interests (as defined in the plan), any and all non-debtor parties to executory contracts, any and all Survivor Claimants, including Unknown Survivor Claimants and Late-Filed Survivor Claimants (as the foregoing capitalized terms are defined in the plan) and other creditors, whether or not such creditor has filed a proof of claim, whether or not the claim of such creditor is impaired under the plan, and whether or not such creditor has accepted or rejected the plan. All entities shall act or refrain from acting as set forth in the plan.

C. VESTING OF ESTATE'S ASSETS. Except as otherwise provided in this order or in the plan, and as of the effective date of the plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the debtor's estate and all property dealt with by the plan are vested in the trust or the reorganized debtor, or as may otherwise be set forth in the plan, free and clear of all liens, interests and claims of creditors of the debtor.

D. DISCHARGE. Except as otherwise expressly provided in the plan or in this order, on the effective date of the plan, the debtor is discharged and its liability is extinguished completely in respect to any claim and debt that arose prior to the effective date, including all Survivor Claims and Related Insurance Claims (as the foregoing capitalized terms are defined in the plan), whether reduced to judgment or not, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, including, without limitation, all interest, if any, on any such claims and debts, whether such interest accrued before or after the petition date, and including all claims and debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h) and 502(i), whether or not

a proof of claim is filed or is deemed filed under 11 U.S.C. § 501, such claim is allowed under 11 U.S.C. § 502, or the holder of such claim has accepted the plan.

E. **EXCULPATION AND LIMITATION OF LIABILITY.** Except as expressly provided in the plan, none of the Exculpated Parties (as defined in the plan) shall have or incur any liability for, and each such 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 case or in connection with the preparation and filing of this 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 such Exculpated Party, in each case subject to determination of such by non-appealable 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 committee, the debtor and their respective officers, board and committee members, employees, attorneys, financial advisors and other professionals shall be entitled to and granted the benefits of 11 U.S.C. § 1125(e) and the channeling injunction.

F. CHANNELING INJUNCTION. Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan).

1. In consideration of the undertakings of the Protected Parties and the Settling Insurers under the plan, their contributions to the Trust (as defined in the

plan) and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among such Protected Parties and Settling Insurers, and pursuant to 11 U.S.C. §§ 105 and 363:

i. any and all Channeled Claims (as defined in the plan) 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 such Channeled Claims; and

ii. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any such Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers (as the foregoing capitalized terms are defined in the plan), including:

a. commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Channeled Claim against any of the Protected Parties or the Settling Insurers (as defined in the plan), or against the property of any of such Protected Parties or Settling Insurers;

b. enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from

any of the Protected Parties or the Settling Insurers (as defined in the plan), or the property of any of such Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim (as defined in the plan) against any such Protected Parties or Settling Insurers;

c. creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim (as defined in the plan) against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

d. asserting, implementing, or effectuating, any Channeled Claim (as defined in the plan) of any kind against:

1. any obligation due any of the Protected Parties or the Settling Insurers (as defined in the plan);

2. any such Protected Parties or Settling Insurers;

or

3. the property of any of such Protected Parties or Settling Insurers.

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan; and

f. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers (as the foregoing capitalized terms are defined in the plan).

The Channeling Injunction is an integral part of the plan and is essential to the plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this section shall inure to the benefit of the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan). In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees, from the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

G. SUPPLEMENTAL SETTLING INSURER INJUNCTION. Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers (as defined in the plan).

1. Pursuant to 11 U.S.C. §§ 105(a) and 363 and in consideration of the undertakings of such Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies, free and clear of all Interests pursuant to 11 U.S.C. § 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests, including all debt holders, all equity holders, all such Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other

creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to any such Insurance Settlement Agreement, against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) which, directly or indirectly, arise from, relate to, or are in connection with any such Survivor Claims that are covered or alleged to be covered under such Settling Insurer Policies, or any Related Insurance Claims (as defined in the plan) related to such Survivor Claims, 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 such Settling Insurers, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with any such Survivor Claim, including:

i. Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan), or the property of such Protected Parties or Settling Insurers;

ii. Enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

iii. **Creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;**

iv. **Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers; and**

v. **Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan.**

H. EFFECTIVENESS OF RELEASES AND INJUNCTION. Except as otherwise expressly provided in the plan, for the consideration described in the Insurance Settlement Agreements, all persons who have held, hold or may hold Channeled Claims against the Protected Parties or the Settling Insurers under the Settling Insurer Policies (as the foregoing capitalized terms are defined in the plan), whether known or unknown, will be permanently enjoined on and after the effective date of the plan from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Survivor Claim against the Settling Insurers or the property of the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers, with respect to any Channeled Claim (as

the foregoing capitalized terms are defined in the plan); (c) creating, perfecting or enforcing any encumbrance of any kind against the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the plan or any documents relating to the plan, including the Trust Agreement. Any and all currently pending court proceedings, the continuation of which would violate the provisions of this section, shall be dismissed with prejudice.

I. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the effective date of the plan, the injunctions provided for in the plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the plan, the injunctive provisions of 11 U.S.C. §§ 524 and 1141 and all injunctions or stays protecting the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan) are permanent and will remain in full force and effect following the effective date and are not subject to being vacated or modified.

J. LIABILITY OF JOINT TORTFEASORS. Pursuant to the plan, any person or entity that is or was alleged to be a joint tortfeasor with the Protected Parties in connection with any Survivor Claim (as the foregoing capitalized terms are defined in the plan) shall not be liable for such Protected Parties' share of liability or fault for such claim.

K. JUDGMENT REDUCTION.

1. In any proceeding, suit or action to recover or obtain insurance coverage or proceeds for a Survivor Claim from an Other Insurer (as the foregoing capitalized terms are defined in the plan) the following shall apply: If the Trust, a Protected Party, a Survivor Claimant or any other person bound by the plan obtains a judgment against an Other Insurer (as the foregoing capitalized terms are defined in the plan), the judgment shall automatically be reduced by the amount, if any, that all Settling Insurers (as defined in the plan) would have been liable to pay such Other Insurer as a result of its Related Insurance Claim (as defined in the plan) against one or more such Settling Insurers. To ensure that such a reduction is accomplished, (a) the person pursuing the Related Insurance Claim, whether the Trust, the Protected Parties, a Survivor Claimant or any other person bound by the plan, shall inform the Other Insurer (as the foregoing capitalized terms are defined in the plan) of the existence of this judgment reduction provision at the time a claim is first asserted against such Other Insurer; (b) the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) may be asserted as a defense in any proceeding, suit or action to obtain insurance coverage or proceeds from such Other Insurer for a Survivor Claim, as defined in the plan; and (c) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) is determined to be valid by the court presiding over such action, the liability of such Other Insurer shall be reduced dollar for dollar by the amount so determined.

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

other Settling Insurer that does not assert a Related Insurance Claim against a corresponding Settling Insurer (as the foregoing capitalized terms are defined in the plan). Notwithstanding the foregoing, if a person pursues such a Related Insurance Claim against such a Settling Insurer, then such Settling Insurer shall be free to assert such Related Insurance Claims against such person.

3. As provided in the Insurance Settlement Agreements, the debtor and the Trust shall use their best efforts to obtain, from all Other Insurers (as the foregoing capitalized terms are defined in the plan), if any, with which they execute a settlement agreement after the effective date, agreements similar to those contained in this section.

L. PROFESSIONAL FEES AND OTHER ADMINISTRATIVE EXPENSES. All applications for award of compensation or expenses to a trustee, examiner, attorney or other professional person, and all other requests to order payment of an administrative expense, shall be made by motion under Local Rules 2016-1 or 3002-2, and shall be served and filed within 30 days after the date of this order.

M. OBJECTIONS TO CLAIMS. All objections to claims, except objections to administrative expense claims, objections to Survivor Claims, or objections arising solely under 11 U.S.C. § 502(d), shall be made by motion under Local Rule 3007-1, and shall be served and filed within 90 days after the effective date of the plan, or 30 days after the claim is filed, whichever is later. Any claim objections arising solely under 11 U.S.C. § 502(d) are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting an avoidance claim.

N. RETURN OF CONFIDENTIAL SEXUAL ABUSE PROOF OF CLAIM FORMS. Within 30 days after the date of this order, the debtor's counsel shall return the sexual

abuse proof of claim forms in the debtor's counsel's possession to the clerk of court. The clerk of court shall maintain the confidentiality of the sexual abuse proof of claim forms and any party seeking to review or copy a sexual abuse proof of claim form must file a motion seeking permission from the court. The debtor and the debtor's counsel shall continue to maintain the confidentiality of any copies of the sexual abuse proof of claim forms or any related information provided by the holder of a sexual abuse claim, but shall otherwise be discharged from their obligations under the court's prior order regarding the administration of the sexual abuse proof of claim forms [Docket No. 33].

O. MAILING OF NOTICE. The debtor shall forthwith mail copies of this order as notice of entry of this order and confirmation of the plan to the entities specified in Local Rule 9013-3 and to all creditors and other parties in interest.

DATED:

United States Bankruptcy Judge

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EXHIBIT E

LIST OF OTHER INSURED ENTITIES

None.

EXHIBIT F

Proposed Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER (I) APPROVING DISCLOSURE STATEMENT; (II) APPROVING SOLICITATION PACKAGES AND DISTRIBUTION PROCEDURES; (III) APPROVING BALLOT FORMS AND PLAN VOTING PROCEDURES; (IV) FIXING THE VOTING DEADLINE; AND (V) APPROVING PROCEDURES FOR VOTE TABULATION

This case is before the court on the debtor's and official committee of unsecured creditor's Motion for an Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation.

Based on the motion and the file,

1. The motion is granted;
2. The amended disclosure statement dated ____, 2019, and filed on ____, 2019, is approved as containing adequate information upon which creditors can vote to accept or reject the plan.
3. The hearing to consider confirmation of the amended plan dated __, 2019, will be held on _____, 2020, at ____ a.m./p.m., in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.
4. The deadline to file objections to the plan is _____, 2020, at 5:00 p.m. (prevailing Central Time).

5. The proposed notice for hearing on confirmation of the plan substantially in the form attached to this order as **Exhibit A** is approved and, when served, shall satisfy the requirements of due process and constitute adequate and sufficient notice of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

6. The proposed publication notice substantially in the form attached to this order as **Exhibit B** is approved and, when published in accordance with this paragraph, shall satisfy the requirements of due process and constitute adequate and sufficient notice to creditors whose identity is “unknown” to the debtor of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Within 20 days after the entry of this order, the debtor and committee shall cause the publication notice to appear once in the following newspapers:

- a. USA Today – National Edition;
- b. National Catholic Reporter (National Catholic Publication);
- c. The National Catholic Register (National Catholic Publication);
- d. Minneapolis Star Tribune;
- e. St. Paul Pioneer Press;
- f. The Minnesota Daily;
- g. The Journal (New Ulm);

- h. Duluth News Tribune;
- i. Post-Bulletin (Rochester);
- j. St. Cloud Times;
- k. Winona Daily News;
- l. Crookston Daily News;
- m. The Free Press (Mankato);
- n. Independent (Marshall);
- o. American-News (Montevideo);
- p. West Central Tribune (Willmar); and
- q. Leader (Hutchinson).

The debtor and the committee shall also send the information contained in the publication notice to all of the Minnesota diocesan newspapers, AP Minnesota, WCCO AM, Minnesota Public Radio, KARE TV, KMSP TV, KSTP TV, WCCO TV, and KEYC TV. Additionally, the debtor and the committee shall request that the parishes and pastors publish the publication notice in the weekly bulletin and that the pastors read a letter from the bishop regarding the information contained in the publication notice.

7. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to each holder of claims in Class 1, Class 2, and Class 4 under the plan, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, the plan, and an applicable ballot.

8. Due to the sensitive nature of the Class 1 and Class 2 claims, the debtor and the committee are authorized to send single copies of the solicitation package to counsel of record,

based on the proofs of claims or other pleadings filed in the bankruptcy case, for holders of Class 1 and Class 2 claims.

9. If a holder of a Class 1 or Class 2 claim is not represented by counsel, the debtor and the committee shall mail the solicitation package directly to the holder of the Class 1 or Class 2 claim.

10. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to parties that are not entitled to vote under the plan, including holders of claims in Class 3, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, and the plan.

11. The debtor and the committee shall mail the confirmation hearing notice to (a) entities identified on the debtor's schedules as holding unsecured claims in the amount of \$0.00 and for which a proof of claim was not filed identifying a value greater than \$0.00, (b) entities identified on the debtor's schedules for "notice only" or similar designation, and (c) additional parties on the master mailing list that are not entitled to vote on the Plan and are not entitled to otherwise receive a copy of the plan or disclosure statement under Local Rule 3017-1.

12. The debtor and the committee are authorized to make non-substantive changes to the solicitation packages, publication notice, and related documents without further order of the court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the solicitation packages, the disclosure statement, the plan, and any related materials prior to mailing.

13. If a solicitation package or confirmation hearing notice is returned by the United States Postal Service or other carrier as "undeliverable" or "moved – no forwarding address" or otherwise returned, the debtor and the committee are excused from re-mailing an undelivered

solicitation package, unless the debtor or committee has been informed in writing of the new address at least five days prior to the deadline to vote on the plan. The debtor's and the committee's inability to mail a solicitation package due to not having a new address does not constitute inadequate notice of the confirmation hearing or the voting deadline and is not a violation of Bankruptcy Rule 3017(d).

14. The form of ballot for Class 1 claims, substantially in the form attached to this order as **Exhibit C**, is approved.

15. The form of ballot for Class 2 claims, substantially in the form attached to this order as **Exhibit D** is approved.

16. The form of ballot for Class 4 claims, substantially in the form attached to this order as **Exhibit E**, is approved.

17. In order to be counted as a vote to accept or reject the plan, each ballot must be properly executed, completed, and delivered to the clerk of the bankruptcy court (i) by mail in a return envelope provided with each ballot, (ii) by overnight courier, or (iii) by hand delivery, so that the ballot is actually received by the clerk no later than 5:00 p.m. (prevailing Central Time) on _____.

18. The debtor and the committee are not required to provide ballots to the holders of claims in Class 3.

19. No ballots should be sent to the debtor, the debtor's agents, the debtor's financial or legal advisors, the committee, the committee's agents, or the committee's financial or legal advisors and any ballots so received shall not be counted.

20. The Class 1 and Class 2 ballots received by the clerk shall be treated as confidential and will not be available for viewing or copying unless otherwise ordered by the court.

21. The debtor's counsel is authorized to request and receive copies of the completed Class 1 and Class 2 ballots from the clerk. The debtor's counsel shall hold and treat confidential the Class 1 and Class 2 ballots. The debtor's counsel is authorized to make the Class 1 and Class 2 ballots available to all permitted parties that have completed the applicable requirements pursuant to this court's order approving confidentiality procedures [Docket No. 33].

22. Solely for purposes of voting to accept or reject the plan and nor for the purpose of allowance of, or distribution on account of, any claim and without prejudice to the rights of the debtor, the committee, or any other party, each holder of an impaired class of claims entitled to vote to accept or reject the plan pursuant to the terms of the plan shall be allowed in an amount equal to the amount of the claim as set forth in the debtor's schedules, subject to the following exceptions:

a. Class 1 claims, Class 2 claims, and Class 4 claims shall be temporarily allowed in the amount of \$1.00 for each claim solely for voting purposes and not for purposes of allowance or distribution.

b. If a claim is listed in the debtor's schedules as having a value of \$0.00 or for "Notice Purposes Only" and a proof of claim was not (i) filed by the applicable claim filing deadline established by the court or (ii) deemed timely filed by an order of the court prior to the voting deadline, the claim shall be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Fed. R. Bankr. P. 3003(c).

c. If the debtor or the committee has served an objection or request for estimation as to a claim at least 10 days before the voting deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the voting deadline.

23. The following procedures shall apply with respect to ascertaining the intent of claim holders casting ballots (unless waived by further order of the court):

a. A ballot will be deemed delivered only when the clerk of the bankruptcy court actually receives the executed ballot.

b. Whenever a claim holder casts more than one ballot voting the same claim or claims before the voting deadline, the last ballot received before the voting deadline will be deemed to reflect the voter's intent and thus supersede any prior ballots.

c. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but does not indicate either an acceptance or a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

d. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but indicates both an acceptance and a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

e. If a ballot (i) is illegible or contains insufficient information to permit the identification of the claim holder, (ii) was cast by a person or entity that does not hold a claim entitled to vote to accept or reject the plan, (iii) is for a claim identified as unliquidated, contingent, or disputed for which no proof of claim was timely filed or

motion for temporary allowance was granted, (iv) is unsigned, or (v) was transmitted to the clerk of the bankruptcy court by any means not specifically approved by the bankruptcy court, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

24. Consistent with the requirements of Local Rule 3020-2, the debtor or the committee shall file with the court a ballot report no less than 24 hours before the confirmation hearing. The ballot report shall, among other things, delineate every ballot that does not conform to the voting instructions or that contain any form of irregularity, including without limitation, those ballots that are late, unidentifiable, lacking signatures, lacking necessary information, or damaged. To the extent the debtor or the committee needs to delineate any Class 1 or Class 2 ballot in the ballot report, the debtor and the committee shall maintain the confidentiality of the Class 1 or Class 2 ballot by identifying the Class 1 or Class 2 ballot solely by the applicable claim number and describing any irregularities or failure to conform with voting instructions without reference to any confidential information.

25. A Class 1 ballot or Class 2 ballot received after the voting deadline or a Class 1 ballot or Class 2 ballot that does not conform to the voting instructions, but in which the releases and certifications are made and signed, shall be effective as to the releases and certifications.

26. Any claimant seeking temporarily allowance of his, her, or its claim in a different amount or purposes of voting to accept or reject the Plan must serve on the debtor's counsel and the committee's counsel and file with the court a motion for an order pursuant to Fed. R. Bankr. P. 3018(a) on or before the 10th day after the later of (a) service of the Solicitation Packages or (b) service of notice of an objection or request for estimation, if any, as to the claimant. Any

ballot of a claimant filing such a motion shall not be counted unless the claimant's claim is temporarily allowed by an order entered by the court prior to the voting deadline.

27. Any person signing a Class 1, Class 2, or Class 4 ballot in his, her, or its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of a claim must indicate such capacity when signing.

28. The debtor and the committee are authorized to contact creditors in an attempt to cure any deficiencies in any ballots received by the clerk of court.

29. The debtor and the committee are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate this order.

Dated:

United States Bankruptcy Judge

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 11 PLAN OF
REORGANIZATION

PLEASE TAKE NOTICE OF THE FOLLOWING:

I. CHAPTER 11 CASE.

On March 3, 2017, The Diocese of New Ulm (the “Diocese”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”).

II APPROVAL OF DISCLOSURE STATEMENT AND VOTING PROCEDURES.

On _____, 2019, the Diocese and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) filed the Amended Joint Plan of Reorganization (the “Plan”) [Docket No. ____]. On _____, 2019, the Plan Proponents also filed the Amended Disclosure Statement in Support of Amended Chapter 11 Plan of Reorganization (the “Disclosure Statement”) [Docket No. ____]. By order dated _____, 2019 (the “Disclosure Statement Approval Order”) [Docket No. ____], the Bankruptcy Court approved the adequacy of the Disclosure Statement for the Plan.

On _____, 2019, the Plan Proponents filed a Motion for an Order (I) Approving Solicitation Packages and Distribution Procedures, Including the Confirmation Hearing Notice; (II) Approving Ballot Forms and Plan Voting Procedures; (III) Fixing the Voting Deadline to Accept or Reject the Plan; and (IV) Approving Procedures for Vote Tabulation (the “Procedures Motion”) [Docket No. ____]. By order dated _____, 2019, the Bankruptcy Court granted the relief sought in the Procedures Motion [Docket No. ____].

III. HEARING ON CONFIRMATION.

A hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will be held on _____, 2020, at _____ a.m./p.m. (prevailing Central Time) in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY ANNOUNCEMENT IN OPEN COURT OR BY A NOTICE OF CONTINUANCE FILED WITH THE COURT. THE PLAN MAY BE FURTHER MODIFIED, IF NECESSARY, PRIOR TO, DURING, OR AS A RESULT OF THE CONFIRMATION HEARING, WITHOUT FURTHER NOTICE TO PARTIES IN INTEREST, SUBJECT TO CONTRARY ORDER BY THE COURT.

IV. OBJECTIONS TO CONFIRMATION.

The deadline for filing objections to the Plan is _____, 2020, at 5:00 p.m. (prevailing Central Time) (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing must: (a) comply with Rule 3020-1 of the Local Bankruptcy Rules for the District of Minnesota (the “Local Rules”); (b) be in writing; (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other case management rules and orders of the Bankruptcy Court; (d) state the name and address of the responding or objecting party and the nature and amount of the claim against or interests in the estates or property of the Diocese; (e) state with particularity the legal and factual basis for the response or objection and, if practicable, a proposed modification that would resolve the objection; and (e) be filed with the Clerk of the Bankruptcy Court, together with a proof of service, so as to be actually received on or before the Plan Objection Deadline.

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND SERVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

V. ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT AND PLAN.

Additional copies of the Disclosure Statement, the Plan, the Disclosure Statement Approval Order, and additional related materials may be obtained (a) from the Diocese’s website at www.hopehealingandpeace-dnu.org/, (b) by writing to the Diocese’s counsel at:

Fredrikson & Byron P.A.
Attn: Shataia Stallings
200 South Sixth Street, Suite 4000
Minneapolis, MN 55401

or the UCC’s counsel at:

Stinson LLP
Attn: Aong Moua
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402

(c) by calling the Diocese’s counsel at 612-492-7730 or the UCC’s counsel at 612-335-1792; (d) by emailing the Diocese’s counsel at sstallings@fredlaw.com or the UCC’s counsel at aong.moua@stinson.com; (e) by accessing the court’s electronic case filing system at www.ecf.mnb.uscourts.gov (a PACER login and password are required to access documents on the court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov); and (f) by requesting a copy in person from the Clerk of the United States Bankruptcy Court for the District of Minnesota. If the Plan Proponents or the Plan Proponents’ counsel receive a request for a paper copy of the documents, the Plan Proponents will send a copy by U.S. Mail to the requesting party at the Plan Proponents’ expense.

If you are a holder of a claim in a class entitled to vote to accept or reject the Plan, an applicable ballot will also be included with this Confirmation Hearing Notice. If you are not entitled to vote on the Plan, a ballot will not be included with this Confirmation Hearing Notice. If you have

questions regarding the procedures for voting on the Plan and/or for objecting to the Plan you may contact the Plan Proponents' counsel at the phone number listed above.

PLEASE NOTE: NEITHER THE STAFF AT THE CLERK'S OFFICE NOR THE PLAN PROPONENTS' COUNSEL CAN GIVE YOU LEGAL ADVICE.

VI. ENTITLEMENT TO VOTE ON THE PLAN.

Only holders of claims in **Class 1**, **Class 2**, and **Class 4** are entitled to vote to accept or reject the Plan. Holders of unclassified claims and holders of claims and interests in **Class 3** are not entitled to vote on the Plan.

VII. VOTING DEADLINE.

All votes to accept or reject the Plan must be actually received by the Clerk of the Bankruptcy Court by no later than **5:00 p.m.** (prevailing Central Time) on _____, **2020** (the "Voting Deadline"). All ballots must be properly executed, completed, and delivered to the Clerk of the Bankruptcy Court by (a) first class mail, (b) overnight courier, or by (c) personal delivery so that the ballots are actually received by the Clerk no later than the Voting Deadline. Any failure to follow the voting instructions may disqualify your ballot and your vote.

VIII. ALLOWANCE OF CLAIMS FOR VOTING PURPOSES.

Solely for the purposes of voting to accept or reject the Plan and not for the purpose of allowance of, or distribution on account of, any claim, except as set forth below, and without prejudice to the rights of the Diocese or the UCC in any context, each holder of an impaired class of claims entitled to vote to accept or reject the Plan shall be allowed in an amount equal to the amount of the claim as set forth in the Diocese's schedules, subject to the following exceptions:

- (a) Class 1 Claims, Class 2 Claims, and Class 4 Claims shall be temporarily allowed in the amount of \$1.00 solely for voting purposes and not for purposes of allowance, distribution, or classification; and
- (b) if the Diocese or the UCC has served an objection or request for estimation as to a claim at least 10 days before the Voting Deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the Voting Deadline.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

Pursuant to Article VII of the Plan, the Plan Proponents seek authority for the Diocese to automatically assume any unassumed executory contracts and unexpired leases as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. The treatment of executory contracts and unexpired leases is more fully described in Article XII of the Plan.

X. DISCOVERY.

Unless the parties agree otherwise by written stipulation, Fed. R. Civ. P. 26(a)(1)-(3) and (f) do not apply for the Confirmation Hearing.

XI. CHANNELING INJUNCTION, SUPPLEMENTAL SETTling INSURER INJUNCTION, AND RELEASES.

Pursuant to Article XIII of the Plan, confirmation of the Plan will permanently enjoin and bar all claims by any holder of an alleged Survivor Claim against any Settling Insurer and the Protected Parties, including the Diocese and the Parishes, and release the Settling Insurers and the Protected Parties from any further liability relating to (a) any Settling Insurer Policies issued or allegedly issued to the Diocese or the Parishes and (b) Survivor Claims that are asserted, or may be asserted, against the Diocese or the Parishes as part of the Plan. All Survivor Claims, Related Insurance Claims, and Medicare Claims relating to Survivor Claims will be permanently channeled to the Trust created by the Plan, which will solely be responsible for the payment of such Claims.

XII. BINDING NATURE OF THE PLAN.

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE BANKRUPTCY CASE, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

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EXHIBIT B

**United States Bankruptcy Court
for the District of Minnesota
in re: Diocese of New Ulm,
Case No. 17-30601**

The Diocese of New Ulm and the Official Committee of Creditors have filed a disclosure statement and joint chapter 11 plan of reorganization. The bankruptcy court approved the disclosure statement on **DATE**. The Plan provides the means for settling and paying all claims related to sexual abuse and misconduct through the formation of a trust that will be funded by contributions from the Diocese, parishes, and settling insurers. IF YOU HOLD CLAIMS AGAINST THE DIOCESE, PARISHES, OR SETTLING INSURERS, YOUR RIGHTS MAY BE AFFECTED.

THE PLAN PROVIDES THAT ALL SEXUAL ABUSE CLAIMS AND RELATED CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS WILL BE CHanneled TO THE TRUST, MEANING THAT THE TRUST WILL BE THE SOLE AND EXCLUSIVE SOURCE OF PAYMENT FOR ANY SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS. THE ORDER CONFIRMING THE PLAN WILL PERMANENTLY ENJOIN AND BAR ALL PERSONS AND ENTITIES FROM ASSERTING OR PURSUING ANY CLAIMS, INCLUDING ANY CLAIM RELATED TO SEXUAL ABUSE OR MISCONDUCT, AND INSURANCE COVERAGE FOR SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS AND RELEASING THE DIOCESE, PARISHES, AND SETTLING INSURERS FROM ANY FURTHER LIABILITY RELATING TO SUCH CLAIMS.

The Disclosure Statement, Plan, and additional documents relating to confirmation of the Plan are posted on the Reorganization pages of www.hopehealingandpeace-dnu.org. The deadline to object to the Plan is **DATE**. The hearing on confirmation of the Plan will be held on **DATE**.

For diocesan information: www.hopehealingandpeace-dnu.org

For U.S. Bankruptcy Court for the District of Minnesota information: www.mnb.uscourts.gov

For advice about your rights: **contact an attorney**

EXHIBIT C

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 1 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 1 Ballot because you are a holder of a Claim in Class 1 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 1 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 1 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS I BALLOT HAS TWO PARTS:

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE
PLAN.**

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 1 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 1 Ballot, the undersigned certifies to the
Bankruptcy Court and to the Plan Proponents:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 1 Claim or (ii) the undersigned is an individual competent to act with a specific, written power of attorney directing such individual to vote to accept or reject the Plan as directed by such individual claimant provided that a copy of the power of attorney is attached to this Class 1 Ballot;
- (b) that the holder of the Class 1 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;
- (c) that the undersigned has read and understands, the undersigned's lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 1 Ballots with respect to the Class 1 Claim identified in this Ballot have been cast or, if any other Class 1 Ballots have been cast with respect to such Class 1 Claim, then any such earlier Class 1 Ballots are hereby revoked.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

For this Class 1 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 1 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and representatives.

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

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

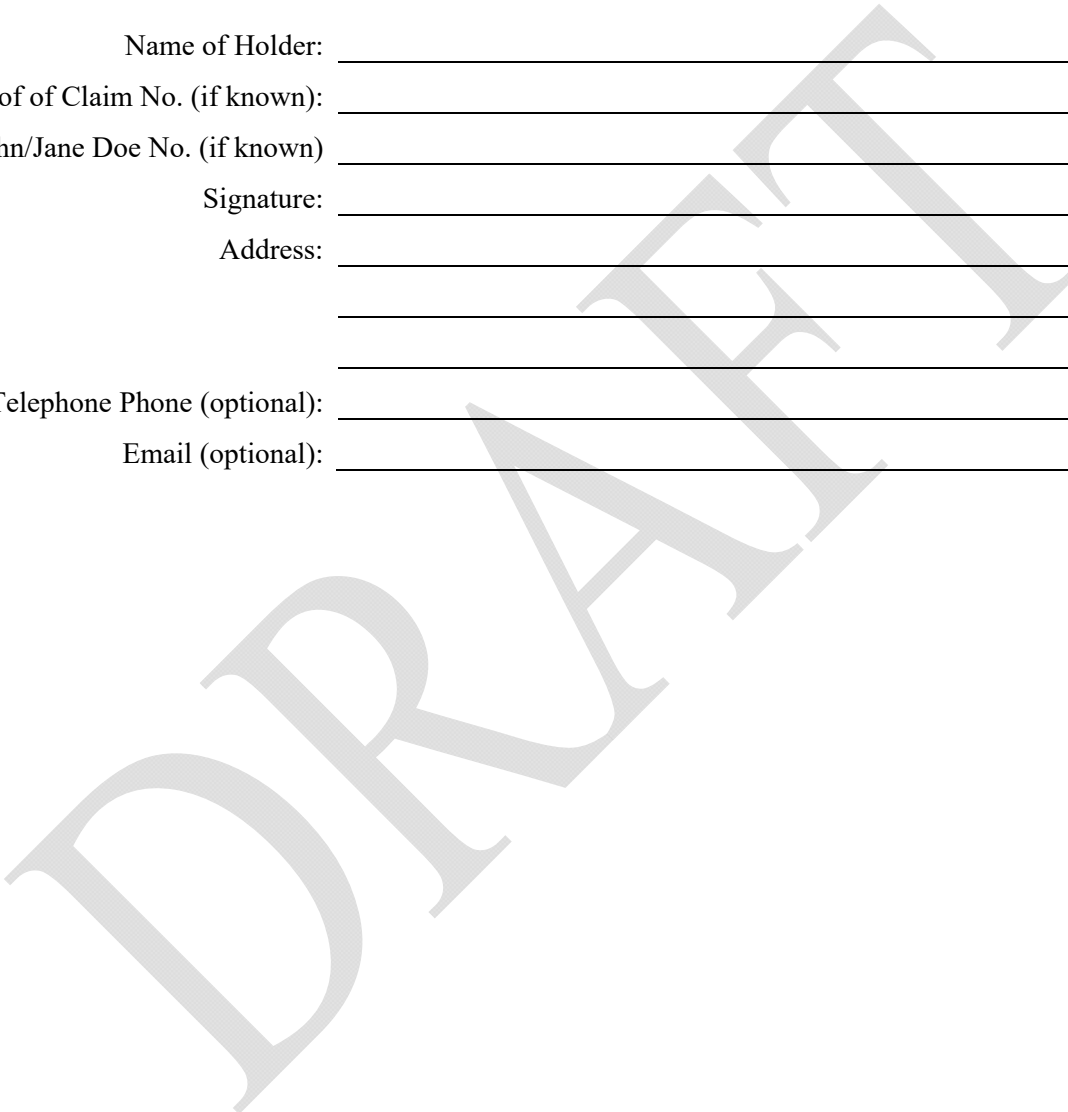


EXHIBIT D

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 2 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Plan of Reorganization (the “Plan”) as set forth in the Disclosure Statement for the Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 2 Ballot because you are a holder of a Claim in Class 2 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 2 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 2 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS 2 BALLOT HAS TWO PARTS:

PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE PLAN.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 2 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

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

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

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

For this Class 2 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 2 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and
representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR AUTHORIZED REPRESENTATIVE
OF SURVIVOR CLAIMANT’S ESTATE:

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

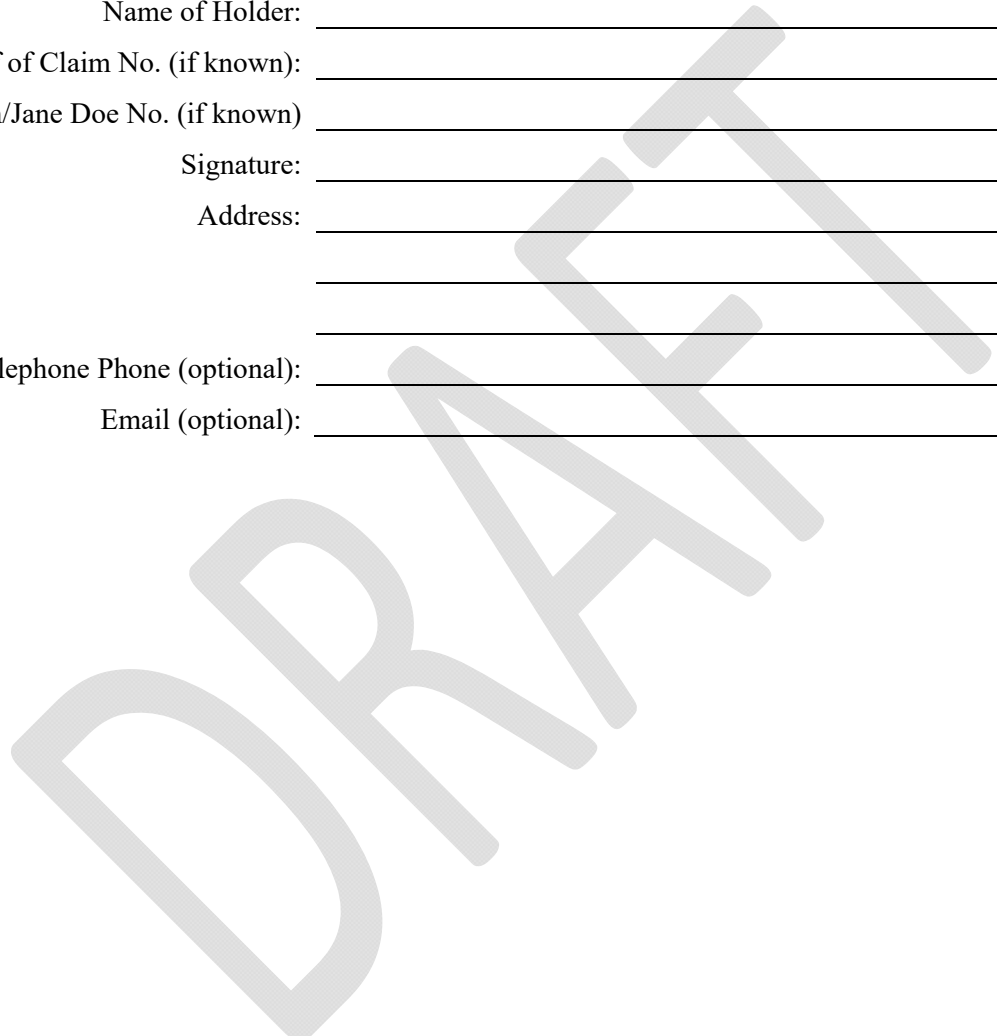


EXHIBIT E

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**BALLOT FOR VOTING TO ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 4 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, together with the Diocese, the “Plan Proponents”) are soliciting votes with respect to the Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court approved the Disclosure Statement on _____. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 4 Ballot because you are a holder of a Claim in Class 4 as of _____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 4 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 4 Claim.

I. Vote on Plan. The undersigned holder of a Class 4 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 4 Ballot, the undersigned certifies to the Bankruptcy Court and to the Diocese:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 4 Claim or (ii) the undersigned is an authorized signatory for the holder of the Class 4 Claim being voted;
- (b) that the holder of the Class 4 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

- (c) that the undersigned has read and understands, the undersigned’s lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 4 Ballots with respect to the Class 4 Claim identified in this Ballot has been cast or, if any other Class 4 Ballots have been cast with respect to such Class 4 Claim, then any such earlier Class 4 Ballots are hereby revoked.

For this Class 4 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

<p>IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 4 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.</p>

EXHIBIT G

[RESERVED]

EXHIBIT H**LIST OF CATHOLIC MUTUAL CERTIFICATES**

Certificate #	Certificate Period
SMP7360	7/1/1984 – 7/1/85
SMP7450	7/1/1985 – 7/1/86
SMP7662	7/1/1986 – 7/1/87
SMP7921	7/1/1987 – 7/1/88
SMP7921	7/1/1988 – 7/1/89
SMP8108	7/1/1989 – 7/1/92
SMP8568	7/1/1992 – present

EXHIBIT I**EXCULPATION PLAN LANGUAGE**

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 the Chapter 11 Case or in connection with the preparation and filing of the Chapter 11 Case, the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, the formulation and negotiation of an Insurance Settlement Agreement, or the seeking or obtaining of an Approval Order related to an Insurance Settlement Agreement, 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 Non-Appealable 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 UCC and the Diocese and their respective officers, board and committee members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Bankruptcy Code Section 1125(e) and the Channeling Injunction.

EXHIBIT I-2
Zurich Settlement Agreement

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback is hereby made by, between, and among the Diocese, the Parishes, and Zurich.¹

RECITALS

WHEREAS, numerous individuals have asserted certain Survivor Claims against the Diocese and Parishes;

WHEREAS, Zurich issued, allegedly issued, and/or may have issued the Zurich Policies providing certain coverage to the Diocese and Parishes;

WHEREAS, certain Coverage Disputes exist between the Diocese and Parishes, on the one hand, and Zurich, on the other hand;

WHEREAS, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Filing Date, commencing the Chapter 11 Case;

WHEREAS, the Diocese commenced the Insurance Coverage Adversary Proceeding on March 6, 2017, seeking a judicial determination to resolve the Coverage Disputes among the Diocese, Parishes, Zurich, and certain other insurers;

WHEREAS, the Diocese, Parishes, and Zurich, 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 Settlement Agreement, the Diocese and Parishes intend to provide Zurich with the broadest possible release with respect to insurance coverage of all Survivor Claims, including all Unknown Survivor Claims and Late-Filed Survivor Claims that arose prior to the Plan Effective Date;

WHEREAS, through this Settlement Agreement, the Diocese, Parishes, and Zurich also wish to effect a sale of the Zurich Policies by the Diocese and the Parishes to Zurich pursuant to 11 U.S.C. § 363(b) and (f), and to provide Zurich with the broadest possible release and buyback with respect to the Zurich Policies, resulting in Zurich having no obligations now, or in the future, to the Diocese, the Parishes, or any of their creditors; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Settlement Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound subject to the approval of the Bankruptcy Court, the Parties hereby agree as follows:

¹ All capitalized terms are defined in Article I of this Settlement Agreement.

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in the Bankruptcy Code.

1.1 “Abuse” means any (a) actual or alleged act of sexual conduct, misconduct, abuse, or molestation; including any actual or alleged “Sexual Abuse” as that phrase is defined in the Minn. Stat. § 541.071(1) or any other sexually related act, contact, or interaction; indecent assault and/or battery; rape; lascivious behavior; undue familiarity; pedophilia; or ephebophilia; (b) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a non-consenting adult and another adult; or (c) assault; battery; corporal punishment; or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

1.2 “Approval Motion” means the motion filed in the Chapter 11 Case seeking approval of this Settlement Agreement and authorization for the Parties to enter into, and perform pursuant to, this Settlement Agreement, including the transactions contemplated in this Settlement Agreement.

1.3 “Approval Order” means the order granting the Approval Motion and providing the relief described in Section 2.1 of this Settlement Agreement in form and substance acceptable to the Parties.

1.4 “Archdiocese” means the Archdiocese of St. Paul and Minneapolis.

1.5 “Bankruptcy Code” means Title 11 of the United States Code.

1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Minnesota, or such other court of competent jurisdiction which properly exercises jurisdiction over part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding, to the extent that the reference of part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding is withdrawn.

1.7 “Bankruptcy Orders” means, collectively, the Approval Order, the Procedures Order, and the Confirmation Order.

1.8 “Channeled Claim” means any Survivor Claim, Related Insurance Claim, Medicare Claim, Extra-Contractual Claim, or other Claim against any of the Protected Parties or

Zurich to the extent such Claim arises from the same injury or damages asserted as a Survivor Claim against the Protected Parties or Zurich, that directly or indirectly arises out of, relates to, or is in connection with such Survivor Claim or other Claim covered by the Channeling Injunction or Supplemental Settling Insurer Injunction; provided, however, that “Channeled Claims” shall not include any Claim against (a) an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim with respect to that Survivor Claim; or (b) any religious order, diocese (other than the Diocese itself), or archdiocese (including the Archdiocese).

1.9 “Channeling Injunction” means an injunction, pursuant to Section 105 of the Bankruptcy Code, in substantially the form attached as Exhibit A to this Settlement Agreement and contained in Plan Section 13.7, with only such modifications as are acceptable to the Parties.

1.10 “Chapter 11 Case” means the Diocese’s pending case under the Bankruptcy Code, captioned as *In re The Diocese of New Ulm*, case no. 17-3060 (Bankr. D. Minn.).

1.11 “Claim” has the meaning ascribed in 11 U.S.C. § 101(5).

1.12 “Claim Filing Deadline” means July 10, 2017.

1.13 “Conditional Payment” means any payment made to a Survivor Claimant under the MMSEA, including any payment by an MAO under the MSPA.

1.14 “Confirmation Order” means the Bankruptcy Court’s order confirming the Plan and providing the relief described in Section 2.3 of this Settlement Agreement in form and substance acceptable to the Parties.

1.15 “Coverage Disputes” means certain disputes that have arisen and/or may arise in the future concerning Zurich’s position regarding the nature and scope of its responsibilities, if any, to provide insurance coverage (indemnity or defense) to the Diocese and Parishes under the Zurich Policies in connection with the Survivor Claims.

1.16 “Covered Non-Survivor Claim” means any Claim, other than Survivor Claims, Related Insurance Claims, or Medicare Claims, for which the Diocese, a Parish, or an Other Insured Entity would otherwise have insurance coverage under the Zurich Policies but for the sale, transfer, or release by the Diocese, Parish, or Other Insured Entity of the Zurich Policies in connection with the Settlement Agreement.

1.17 “Diocese” means The Diocese of New Ulm, the Debtor in the Chapter 11 Case.

1.18 “Disclosure Statement” means the Disclosure Statement for the Plan, as may be further revised, modified, or amended.

1.19 “Entity” has the meaning ascribed in 11 U.S.C. § 101(15).

1.20 “Extra-Contractual Claim” means any Claim against Zurich based, in whole or in part, on allegations that Zurich acted in bad faith or in breach of any express or implied duty, obligation, or covenant, contractual, statutory, or otherwise, before the Effective Date, 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 alleged act or omission of Zurich of any type for which the claimant seeks relief other than insurance coverage or benefits under the Zurich Policies. “Extra-Contractual Claims” include: (a) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with Zurich’s handling of any Claim or any request for insurance coverage; (b) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with the Zurich Policies, or any contractual duties arising therefrom, including any contractual duty to defend any of the Protected Parties against any Claim; and (c) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with the conduct of Zurich with respect to the negotiation of Insurance Settlement Agreements and the Plan.

1.21 “Filing Date” means March 3, 2017.

1.22 “Interests” means all liens, Claims, encumbrances, and other rights of any nature, whether at law or in equity, including any claims to insurance coverage or the proceeds of the Zurich Policies and any rights of contribution, indemnity, defense, subrogation, or similar relief.

1.23 “Insurance Coverage Adversary Proceeding” means the adversary proceeding commenced by the Diocese before the Bankruptcy Court on March 6, 2017, captioned as *The Diocese of New Ulm v. Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, Lamorak Insurance Company, Catholic Mutual Relief Society of America, Maryland Casualty Company, and Fireman’s Fund Insurance Company*, case no. 17-03028.

1.24 “Known Survivor Claim” means a Survivor Claim for which a proof of claim was filed on or before the Claim Filing Deadline.

1.25 “Known Survivor Claimant” means the holder of a Known Survivor Claim.

1.26 “Late-Filed Survivor Claim” means a Survivor Claim that is neither a Known Survivor Claim nor an Unknown Survivor Claim.

1.27 “Late-Filed Survivor Claimant” means the holder of a Late-Filed Survivor Claim.

1.28 “MAO” means Medicare Advantage Organizations under parts C & D of the MMSEA.

1.29 “Medicare Claims” means any and all Claims relating to Survivor Claims by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Survivor Claimants who recover or receive any distribution from the Trust and Claims relating to reporting obligations.

1.30 “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.

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

1.32 “Non-Appealable Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and is final and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which, if such an appeal, writ of certiorari, review, reargument, or rehearing has been 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, reargument, or rehearing has expired; or (b) such order has been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard, or that granted certiorari, and the time to take any further appeal or petition for certiorari, review, reargument, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Non-Appealable Order.”

1.33 “Other Insured Entities” means those Persons listed on Exhibit E that are insured or covered or allegedly insured or covered under the Zurich Policies that were issued or allegedly issued to the Diocese, but only with respect to Survivor Claims based on alleged Abuse that occurred during the effective periods of the Zurich Policies and that would be covered or alleged to be covered under the Zurich Policies but for the Settlement Agreement. Notwithstanding the foregoing, “Other Insured Entities” does not include the Diocese or the Parishes. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not an Other Insured Entity. No religious order, archdiocese (including the Archdiocese), or diocese (other than the Diocese itself), is an Other Insured Entity.

1.34 “Parishes” means all the parishes and Catholic schools identified on Exhibit B.

1.35 “Parties” means the Diocese, the Parishes, and Zurich.

1.36 “Person” has the meaning ascribed in 11 U.S.C. § 101(41).

1.37 “Plan” means the Joint Chapter 11 Plan of Reorganization as revised, modified, or amended.

1.38 “Plan Effective Date” means the date on which the conditions of the Plan have been satisfied.

1.39 “Post-Effective Date Unknown Survivor Claim” means any Survivor Claim that was neither filed, nor deemed filed by the Plan Effective Date, and is held by (a) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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); (b) an individual who experienced Abuse prior to and including the Plan Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (c) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revives previously time-barred Survivor Claims.

1.40 “Pre-Effective Date Unknown Survivor Claim” means any Survivor Claim for which a Proof of Claim was filed prior to the Plan Effective Date, but such Proof of Claim was neither filed nor deemed filed by the Claim Filing Deadline, and is held by (a) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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); (b) an individual who experienced Abuse prior to and including the Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (c) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revives previously time-barred Survivor Claims.

1.41 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan and providing the relief described in Section 2.5 of this Settlement Agreement in form and substance acceptable to the Parties.

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

1.43 “Protected Parties” means any of (a) the Diocese; (b) the Parishes; (c) Other Insured Entities (however, as set forth in the definition of “Other Insured Entities,” “Other Insured Entities” are Protected Parties only as to certain Claims, including only certain Survivor

Claims); (d) each of the foregoing Persons' respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; (e) each of the foregoing Persons' respective predecessors, successors and assigns; and (f) solely to the extent of and in their capacity as such, any and all of the foregoing Persons' respective past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or Persons bound by monastic vows, volunteers, agents, attorneys, and representatives, in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of the Diocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not a Protected Party. No religious order, archdiocese, or diocese, other than the Diocese itself, is a Protected Party.

1.44 "Related Insurance Claim" means (a) any Claim by any Person against any Protected Party or Zurich, including an Extra-Contractual Claim, that, directly or indirectly, arises from, relates to, or is in connection with a Survivor Claim, including any such Claim for defense, indemnity, contribution, subrogation, or similar relief or any direct action or Claim, including an action or Claim under Minn. Stat. § 60A.08, subd. 8 and (b) any Extra-Contractual Claim that, directly or indirectly, arises out of, relates to, or is in connection with Zurich's handling of, or alleged failure to handle, any Survivor Claim.

1.45 "Reorganized Debtor" means the Diocese, from and after the Plan Effective Date.

1.46 "Settlement Agreement" means this Settlement Agreement, Release, and Policy Buyback as it may be revised, modified, or amended.

1.47 "Settlement Agreement Effective Date" means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 are satisfied.

1.48 "Settlement Amount" means the sum of \$5,900,000 to be paid to the Trust by Zurich after satisfaction of all conditions precedent provided for in Section 3.1 of this Settlement Agreement and pursuant to the confirmed Plan and Confirmation Order.

1.49 "Solicitation Procedures Motion" means the motion filed in the Chapter 11 Case seeking approval of certain solicitation procedures in connection with voting on the Plan.

1.50 "Supplemental Settling Insurer Injunction" means an injunction in substantially the form attached as Exhibit C to this Settlement Agreement with only such modifications as are acceptable to the Parties, pursuant to sections 105(a) and 363 of the Bankruptcy Code.

1.51 "Survivor Claim" means any Claim against any of the Protected Parties or Zurich 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 Plan 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 tort-based theory; any fraud-based theory, including fraud, fraud in the inducement, misrepresentation, concealment, and unfair practice; 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, Zurich, 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 Chapter 11 Case. For the avoidance of doubt, Survivor Claim includes any Known Survivor Claim, Unknown Survivor Claim, and Late-Filed Survivor Claim.

1.52 “Survivor Claimant” means the holder of a Survivor Claim.

1.53 “Trust” means the trust created for the benefit of Survivor Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

1.54 “Trust Agreement” 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.

1.55 “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.

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

1.57 “Unknown Survivor Claim” means Pre-Effective Date Survivor Claim and Post-Effective Date Survivor Claim.

1.58 “Unknown Survivor Claimant” means the holder of an Unknown Survivor Claim.

1.59 “Zurich” means Zurich American Insurance Company, as successor by merger to Maryland Casualty Company, and (a) each of its past, present, and future parents, subsidiaries, affiliates, and divisions, (b) each of the foregoing Person’s respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies, (c) each of the foregoing Person’s respective past, present, and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claim handling administrators, and (d) each of the foregoing Person’s respective predecessors, successors, assignors, and assigns,

whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with them.

1.60 “Zurich Policies” means any and all of the following issued or allegedly issued by Zurich: (a) Maryland Casualty Company policy No. 4113429 (January 1, 1968 to January 1, 1971); and (b) any and all other known and unknown contracts binders, certificates, or policies of insurance in effect on or before the Settlement Agreement Effective Date that were issued to, allegedly issued to, or potentially insure, the Diocese, the Parishes, or any of their predecessors in interest, successors, or assigns, and that actually, allegedly, or potentially afford insurance coverage with respect to any Survivor Claim; provided, however, that if a contract, binder, certificate, or policy of insurance that is not identified on Exhibit A and was not issued to or allegedly issued to the Diocese or the Parishes insures or covers both the Diocese, the Parishes, and any other Person, such contract, binder, certificate, or policy of insurance, as applicable, is a “Zurich Policy” only to the extent it insures or covers the Diocese and Parishes and not to the extent it insures or covers any other Person.

The Exhibits to the Settlement Agreement include the following:

Exhibit A	Channeling Injunction
Exhibit B	List of Parishes
Exhibit C	Supplemental Settling Insurer Injunction
Exhibit D	Confirmation Order
Exhibit E	List of Other Insured Entities
Exhibit F	Solicitation Procedures Motion

ARTICLE II THE CHAPTER 11 CASE AND PLAN

2.1 Approval Motion. Not later than 15 days after the last Party signs this Settlement Agreement, the Diocese shall file the Approval Motion in form and substance acceptable to the Parties.

2.1.1 The Diocese shall provide written notice of the Approval Motion to (a) all Known Survivor Claimants, (b) counsel for the UCC, (c) all Persons who have filed notices of appearance in the Chapter 11 Case, and (d) all Persons known to have provided general or professional liability insurance to the Diocese or Parishes. The Diocese shall serve the Approval Motion on all Persons identified above at the address shown on their proofs of claim or to their counsel of record or, if no proof of claim was filed, then at the address on the Diocese’s schedules. The Diocese shall also serve the Approval Motion on the attorney for each Known Survivor Claimant. To the extent the Diocese knows of, or may ascertain after reasonable investigation, the identity of Survivor Claimants that are not Known Survivor Claimants, the Diocese shall serve the Approval Motion on those Survivor Claimants. The Diocese shall also serve the Approval Motion on any and all

co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Survivor Claimants at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant.

2.1.2 If any Person files an objection to the Approval Motion, the Diocese shall consult with the Parishes, UCC, and Zurich and take all reasonable steps to respond to the objection and argue in favor of the Approval Motion before the Bankruptcy Court.

2.1.3 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order.

2.1.4 Zurich and the Parishes shall cooperate with the Diocese with respect to the Approval Motion and any proceedings on appeal from entry of the Approval Order, including making all appropriate submissions.

2.2 Plan. The Diocese shall file the Plan, including all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not deprive Zurich of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of Zurich under this Settlement Agreement. The Plan shall include, without limitation, the following provisions:

2.2.1 The Plan shall create a Trust that shall be responsible for making any and all payments to Survivor Claimants entitled to receive payments under the Plan. The Settlement Amount shall be contributed to the Trust.

2.2.2 The Plan shall provide that, on the Plan Effective Date, the Trust shall assume all liability, if any, of the Protected Parties and Zurich for Channeled Claims. The Trust shall have the right and obligation to defend, resolve, and satisfy the Survivor Claims with respect to any liability of the Protected Parties and Zurich and shall assume any Medicare Claims, including under the MSPA. All payment obligations to a Survivor Claimant shall be funded from the assets of the Trust, and the Trustee shall be the fiduciary and/or administrator as that term is defined in the MMSEA.

2.2.3 The Plan shall provide that the Trust shall defend, indemnify, and hold harmless the Protected Parties and Zurich from any Medicare Claims, including reporting and payment obligations and any obligations owing or potentially owing under MMSEA or MSPA, and any Claims related to the Trust's Medicare obligations under the Plan, the Trust Documents, and the Plan Documents. The Trust shall not be required to create a reserve for this potential obligation.

2.2.4 The Plan shall include the Channeling Injunction in substantially the form and substance in Exhibit A, with only such modifications that are acceptable to the Parties.

2.2.5 The Plan shall include that the Trust shall defend, indemnify, and hold harmless Zurich with respect to all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Plan shall also include that the Reorganized Debtor shall defend, indemnify, and hold harmless Zurich with respect to Covered Non-Survivor Claims and any released Claims that are not Survivor Claims, Related Insurance Claims, or Medicare Claims.

2.2.6 The Plan shall include the Supplemental Settling Insurer Injunction in substantially the form and substance in Exhibit C, with only such modifications that are acceptable to the Parties.

2.2.7 The Plan shall provide for *Pierringer* releases, in form and substance satisfactory to the Parties, in favor of the Diocese, the Parishes, and Zurich from all holders of Survivor Claims as a condition for receiving a payment from the Trust.

2.2.8 The Plan shall provide for releases by the Diocese and the Parishes in favor of Zurich with respect to the Channeled Claims.

2.2.9 The Plan shall incorporate the Settlement Agreement by reference and make the Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that the Settlement Agreement is binding on Zurich, the Trust, the Diocese, the Parishes, the Reorganized Debtor, the UCC, parties in interest in the Chapter 11 Case, and any of the foregoing Persons' successors and assigns.

2.3 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.3.1 The Confirmation Order shall be substantially in form and substance as the Confirmation Order attached as Exhibit D. For the avoidance of doubt, the Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction, (c) contain the Supplemental Settling Insurer Injunction, and (d) provide that this Settlement Agreement is binding on Zurich, the Trust, the Diocese, the Reorganized Debtor, the Parishes, the UCC, parties in interest in the Chapter 11 Case, and any of the foregoing Persons' successors and assigns.

2.3.2 The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to Zurich.

2.3.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded Zurich under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

2.3.4 Prior to entry of the Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Survivor Claim. If the Bankruptcy Court lifts the stay as to any Survivor Claim prior to entry of the Confirmation Order, the Diocese shall defend itself against the Survivor Claim and comply with the terms of the stay relief order. If the Diocese fails to defend that Survivor Claim, then Zurich shall have the right, but not the duty, to defend and/or indemnify the Diocese against the Survivor Claim and any costs incurred by Zurich in defending and/or indemnifying the Diocese shall be deducted from the Settlement Amount. In such event, the Diocese shall cooperate with Zurich in the defense and/or indemnification of such Survivor Claims.

2.4 Insurance Coverage Adversary Proceeding. The Parties shall cease all litigation activities against each other in the Insurance Coverage Adversary Proceeding; provided, however, that each Party may take whatever steps that, in its sole judgment, are necessary to defend its interests as long as it remains a party in the Insurance Coverage Adversary Proceeding.

2.4.1 The Diocese shall use its reasonable efforts to obtain the dismissal of other Claims, if any, against Zurich by any other insurer in the Insurance Coverage Adversary Proceeding.

2.4.2 The Parties covenant not to sue each other until (a) the Bankruptcy Orders become Non-Appealable Orders, at which time this covenant is superseded by the releases provided in Article IV of this Settlement Agreement or (b) the date on which this Settlement Agreement is terminated. As of the Settlement Agreement Effective Date, the Protected Parties (x) shall withdraw all outstanding tenders of Claims to Zurich for defense and indemnity, (y) shall not tender any Claims to Zurich, and (z) shall not request that Zurich fund any judgments, settlements, or defense costs.

2.5 Solicitation Procedures Motion. In connection with the filing of the Plan and the Disclosure Statement, the Diocese shall file the Solicitation Procedures Motion. The Solicitation

Procedures Motion shall seek approval of (a) the adequacy of the Disclosure Statement, (b) the content and form of the confirmation hearing notice, (c) the content and form of the ballots for classes eligible to vote under the Plan, (d) the procedures for voting to accept or reject the Plan, (e) the voting deadline, (f) the tabulation procedures, and (g) the publication notice and publication procedures. The Diocese shall seek entry of the Procedures Order in substantially the same form and substance as Exhibit F attached to this Settlement Agreement, with only such modifications that are acceptable to the Parties.

2.6 Claim Treatment. Zurich shall have no obligation to pay, handle, object to, or otherwise respond to any Claim, unless this Settlement Agreement is terminated.

ARTICLE III PAYMENT OF THE SETTLEMENT AMOUNT AND DISMISSAL OF INSURANCE COVERAGE ADVERSARY PROCEEDING

3.1 Conditions Precedent. The Settlement Agreement shall become effective and binding on the Parties and Zurich shall be obligated to pay the Settlement Amount, only after each and every one of the following conditions have first been satisfied:

3.1.1 The Settlement Agreement has been executed by all of the Parties.

3.1.2 The Bankruptcy Court has entered the Approval Order, granting the Approval Motion in its entirety, and the Approval Order has become a Non-Appealable Order.

3.1.3 The Bankruptcy Court has entered the Procedure Order, granting the Solicitation Procedures Motion in its entirety, and the Procedure Order has become a Non-Appealable Order.

3.1.4 The Bankruptcy Court has entered the Confirmation Order, approving the Plan consistent with the terms of the Settlement Agreement, including approving the Channeling Injunction, Supplemental Settling Insurer Injunction, and the releases in favor of the Protected Parties and Zurich, and the Confirmation Order has become a Non-Appealable Order.

3.2 Notice of the Settlement Agreement Effective Date. Within three days after all of the conditions precedent contained in Section 3.1 are satisfied, the Diocese shall provide the Parties with notice of the Settlement Agreement Effective Date.

3.3 Payment of Settlement Amount. In full and final settlement of (a) all responsibilities for any and all Survivor Claims that occurred or may have arisen prior to the Plan

Effective Date and all Channeled Claims and (b) in consideration of the sale of the Zurich Policies free and clear of all Claims and Interests of any Person, Zurich shall pay the Settlement Amount within 20 days after receiving both (a) notice of the Settlement Agreement Effective Date and (b) directions as to transmission of the payment. Zurich shall have the option to pay the Settlement Amount by check or by wire transfer.

3.3.1 The Parties agree that the Settlement Amount is the total amount Zurich is obligated to pay on account of (a) any and all Claims that arise under, arise out of, relate to, or are in connection with the Zurich Policies, including all Survivor Claims, Channeled Claims, reimbursement obligations for the Medicare Claims, and any Extra-Contractual Claims and (b) any and all Claims and Interests, whether known or unknown, past, present, or future, that arise under, arise out of, relate to, or are in connection with the Zurich Policies.

3.3.2 The Parties further agree that (a) under no circumstance will Zurich ever be obligated to make any additional payments in excess of the Settlement Amount to, or on behalf of, anyone in connection with any Survivor Claims, Channeled Claims, reimbursement obligations for Medicare Claims, and Extra-Contractual Claims, covered or allegedly covered under the Zurich Policies (b) under no circumstance shall Zurich ever be obligated to make any additional payments to, or on behalf of, the Diocese or any Survivor Claimants in connection with any coverage under any of the Zurich Policies, with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Survivor Claims or Channeled Claims, and, regardless of how the Zurich Policies identify or describe the limits of liability under the Zurich Policies, all such limits, including all per person, per occurrence, per claim, and aggregate limits, shall be deemed fully and properly exhausted.

3.3.3 The Parties agree and jointly represent that (a) the consideration to be provided by Zurich pursuant to this Settlement Agreement (including the Settlement Amount and the releases set forth below) constitutes fair and reasonable exchanges for consideration granted to Zurich in this Settlement Agreement and (b) the consideration to be provided by the Diocese and the Parishes pursuant to this Settlement Agreement (including the releases set forth below) constitutes a fair and reasonable exchange for the consideration granted to the Diocese and Parishes in this Settlement Agreement. Zurich is not acting as a volunteer in paying the Settlement Amount, and Zurich's payment of the Settlement Amount reflects potential liabilities and obligations to the Diocese and Parishes of amounts Zurich allegedly is obligated to pay on account of any and all Claims.

3.4 Dismissal of Insurance Coverage Adversary Proceeding. Within 10 days after Zurich pays the Settlement Amount to the Trust, the Diocese shall sign and file any necessary

papers to dismiss the Insurance Coverage Adversary Proceeding as to Zurich with prejudice and with each party to bear its own costs. To the extent any other pending action exists between the Parties in connection with the Coverage Disputes, the Diocese shall dismiss those pending actions with prejudice and with each party to bear its own costs within 10 days after Zurich pays the Settlement Amount to the Trust.

ARTICLE IV RELEASES AND SALE FREE AND CLEAR

4.1 Diocese and Parishes' Release of Zurich. Upon payment by Zurich of the Settlement Amount, the Diocese and the Parishes hereby fully, finally, and completely release, remise, acquit, and forever discharge Zurich and its reinsurers or retrocessionaires from any and all past, present, and unknown Claims that occurred or may have arisen prior to the Plan Effective Date and that directly or indirectly arise out of, relate to, or are in connection with (a) the Zurich Policies, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by Zurich, (c) the Survivor Claims, (d) the Channeled Claims, (e) the Extra-Contractual Claims, (f) the reimbursement obligations for Medicare Claims, and (g) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case.

4.2 Zurich's Release of Diocese and Parishes. Upon payment by Zurich of the Settlement Amount, Zurich hereby fully, finally, and completely remises, releases, acquits, and forever discharges the Diocese and the Parishes from any and all past, present, and unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of, relate to, or are in connection with (a) the Zurich Policies, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by Zurich, (c) the Survivor Claims, (d) the Channeled Claims, (e) the Extra-Contractual Claims, (f) the reimbursement obligations for Medicare Claims, and (g) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case.

4.3 General Release Provisions.

4.3.1 Unless otherwise provided in the Plan, the releases contained in this Article IV shall be pursuant to the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963), and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). This Settlement Agreement in no way releases any Claims held by Survivor Claimants against religious orders and all Persons who are not Protected Parties, who will remain severally liable on any Claims.

4.3.2 From and after the Settlement Agreement Effective Date, the Diocese shall not assert any Claim against Zurich with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or indirectly arises out of, relates to, or is in connection with (a) any Survivor Claim (including any Unknown Survivor Claim or Late-Filed Survivor Claim) that occurred or may have arisen prior to the Plan Effective

Date, including any Survivor Claim that arises under or relates to the Zurich Policies or any other binder, certificate, or policy of insurance issued or allegedly issued by Zurich, (b) any Channeled Claim, (c) any Extra-Contractual Claim, and/or (d) any other matter released pursuant to Article IV of this Settlement Agreement.

4.3.3 From and after the Settlement Agreement Effective Date, the Parishes shall not assert any Claim against Zurich with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or indirectly arises out of, relates to, or is in connection with any Claim, including (a) any Survivor Claim that arises under or relates to the Zurich Policies, or any other binder, certificate, or policy of insurance issued or allegedly issued by Zurich, (b) any Channeled Claim, (c) any Extra-Contractual Claim, and/or (d) any other matter released pursuant to Article IV of this Settlement Agreement.

4.4 Buy Back of Zurich Policies. As set forth in the Approval Order, after the Settlement Agreement Effective Date, Zurich shall buy back the Zurich Policies free and clear of all Interests of all Persons, including all Interests of the Parishes, any other Person claiming coverage by, through, or on behalf of any of the Parishes, any other insurer, and any Survivor Claimant. This sale is pursuant to sections 363(b) and 363(f) of the Bankruptcy Code. The Parties acknowledge and agree that (a) Zurich is a good faith purchaser of the Zurich Policies within the meaning of section 363(m) of the Bankruptcy Code, (b) the consideration exchanged constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to the Zurich Policies and constitutes reasonably equivalent value, and (c) the releases in this Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws.

4.5 Termination of the Zurich Policies. After both (a) the Settlement Agreement Effective Date and (b) Zurich's payment of the Settlement Amount, the Zurich Policies shall be terminated and of no further force and effect. Zurich's payment of the Settlement Amount shall constitute Zurich's full and complete performance of any and all obligations under the Zurich Policies, including any performance owed to the Parishes, and exhausts all limits of liability of the Zurich Policies. All Interests the Parishes may have had, may presently have, or in the future may have, or may claim to have, in the Zurich Policies shall be released pursuant to Sections 4.1 and 4.3 of this Settlement Agreement. The Parishes accept Zurich's payment of the Settlement Amount to the Trust pursuant to Section 3.3 of this Settlement Agreement in full and complete satisfaction of all of Zurich's past, present, and future obligations, including any obligation to any of the Parishes under the Zurich 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 Chapter 11 Case, or otherwise under the Zurich Policies.

4.6 Waiver of Surviving Claims. If, contrary to the intent of the Parties, any Claims released pursuant to this Article IV of the Settlement Agreement, including any past, present, or unknown Claims for insurance coverage under the Zurich Policies or any other Claim by the Diocese or the Parishes against Zurich, are deemed to survive this Settlement Agreement, even though they are encompassed by the terms of the releases set forth in this Article IV of this Settlement Agreement, the Parties hereby forever, expressly, and irrevocably waive entitlement to and agree not to assert any and all such Claims.

4.7 Comparative Releases. All of the releases and other benefits provided in this Settlement Agreement by the Diocese and the Parishes to Zurich are at least as favorable as the releases and other benefits that the Diocese and the Parishes have provided to any other one of the Diocese's insurers in the Chapter 11 Case. If the Diocese or the Parishes enter into any agreement with any other insurer in the Chapter 11 Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then this Settlement Agreement shall be deemed to be modified to provide Zurich with those more favorable releases and/or benefits. However, the provision at Section 7.2.1 of this Settlement Agreement that the duty to defend, indemnify, and hold harmless Zurich does not extend to, and does not include, claims that are, or may be, made against Zurich by other insurers shall not be modified. The Diocese shall notify Zurich promptly of the existence of such more favorable releases or benefits.

4.8 Reinsurance. Neither the releases set forth in this Article IV nor any other provisions in this Settlement Agreement are intended to apply to, or have any effect on, Zurich's right to seek or obtain reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Zurich Policies, or any other binder, certificate, or policy of insurance issued, or allegedly issued, by Zurich. The Diocese shall undertake all reasonable actions and cooperate with Zurich in connection with its reinsurers.

4.9 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

ARTICLE V TERMINATION OF THE SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate its participation in this Settlement Agreement prior to the Settlement Agreement Effective Date if any of the following conditions occur:

5.1.1 The Bankruptcy Orders do not become Non-Appealable Orders within one year from the date on which the Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with the terms of this Settlement Agreement, or the Diocese acquiesces to the filing of a chapter 11 plan by another Entity that is inconsistent with the terms of the Settlement Agreement; or

5.1.3 The Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of the Settlement Agreement by any Party, the Settlement Agreement shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Zurich Policies as if this Settlement Agreement never existed.

ARTICLE VI REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court.

6.1.2 This Settlement Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith, pursuant to arm's length negotiations and for value and valuable consideration.

6.1.3 The Parties have completed a reasonable search for evidence of any policies or certificates of insurance issued by Zurich to the Diocese and Parishes that would afford coverage with respect to any Survivor Claim. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the schedules or exhibits thereto, shall be construed as, or deemed to be, an admission or evidence that any binder, certificate, or policy of insurance was in fact issued and/or affords coverage in connection with the Survivor Claims.

6.2 Representations of Diocese and Parishes. The Diocese and Parishes each represent and warrant as follows:

6.2.1 The Diocese and the Parishes have not assigned, and shall not assign, any Interests in the Zurich Policies or any other binder, certificate, or policy of insurance issued by Zurich.

6.2.2 The Diocese and the Parishes have not in any way assisted, and shall not in any way assist, any Person in the establishment of any Claim against Zurich.

6.2.3 The Diocese and the Parishes are the owners of the Zurich Policies and no other Person has legal title to the Zurich Policies.

ARTICLE VII ACTIONS INVOLVING THIRD PARTIES

7.1 Other Insurer Claims. For purposes of supporting the releases granted in Article IV and the extinguishment of any and all rights under the Zurich Policies, the Diocese and Parishes hereby agree as follows:

7.1.1 After the Settlement Agreement Effective Date, if any other insurer of the Diocese or Parishes obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from Zurich as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for Zurich's alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense and/or indemnity obligation of Zurich for any Claims released or resolved pursuant to this Settlement Agreement, the Diocese, Parish, or Trust, as applicable, shall voluntarily reduce its judgment or Claim against, or settlement with, such other insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against Zurich. To ensure that such a reduction is accomplished, Zurich shall be entitled to assert this Article VII as a defense to any action or Claim against it brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect Zurich from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Zurich, such Claim may be asserted as a defense against a Claim by the Diocese, Parish, or Trust, as applicable, in any coverage litigation, and the Diocese, Parish, or Trust, as applicable, may assert the legal and equitable rights of Zurich in response thereto. To the extent such a Claim is determined to be valid by the court or appropriate tribunal presiding over such action, the liability of such other insurer to the Diocese, a Parish, or the Trust, as applicable, shall be reduced dollar for dollar by the amount so determined.

7.1.2 Zurich shall not seek reimbursement (other than from a reinsurer or retrocessionnaire, as such) for any payments it was obligated to make under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other insurer of the Diocese or Parishes unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from Zurich. The Diocese and Parishes shall use their respective reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Article VII.

7.2 Indemnification. After the Settlement Agreement Effective Date and the Plan Effective Date, pursuant to the terms of the Plan, the Trust shall defend, indemnify, and hold harmless Zurich with respect to any and all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless Zurich with respect to any and all Covered Non-Survivor Claims and any released Claims that are not Survivor Claims, Related Insurance Claims, or Medicare Claims.

7.2.1 These indemnification obligations of the Trust and Reorganized Debtor to Zurich include Survivor Claims made by Persons over whom the Diocese or Parishes do not have control, including any other Person who asserts Survivor Claims against or rights to coverage under the Zurich Policies. The obligation of the Trust or Reorganized Debtor to indemnify Zurich shall not exceed the Settlement Amount. The duty to defend, indemnify, and hold harmless Zurich does not extend to or include Claims that are, or may be, made against Zurich by other insurers.

7.2.2 Zurich may undertake the defense of any Claim upon receipt of such Claim without affecting such indemnification obligations. Zurich agrees to notify the Trust or Reorganized Debtor, as applicable, as soon as practicable of any Claims identified in Section 7.2 of this Settlement Agreement and of their choice of counsel. Zurich's defense of any Claims shall have no effect on the obligation of the Trust or Reorganized Debtor, as applicable, to indemnify Zurich for such Claims and defense expenses, as set forth in Section 7.2 of this Settlement Agreement.

7.2.3 The Trust or Reorganized Debtor, as applicable, subject to the limitations above regarding the maximum amounts the Trust or Reorganized Debtor must pay, shall reimburse all reasonable attorneys' fees, expenses, costs, and amounts incurred by Zurich in defending such Claims. In defense of any such Claims, Zurich may settle or otherwise resolve a Claim only with the prior consent of the Trust or Reorganized Debtor, as applicable, which consent shall not be unreasonably withheld. To the extent Section 7.2 of this Settlement Agreement may give rise to pre-Plan Effective Date administrative claims which have not been provided for in the Plan, such claims shall pass through the Plan unimpaired.

7.3 Stay of Prosecution of Channeled Claim. If any Person attempts to prosecute a Channeled Claim against Zurich before the Settlement Agreement Effective Date, then promptly following notice to do so from Zurich, the Diocese shall file a motion and supporting papers to obtain an order from the Bankruptcy Court, pursuant to sections 362 and 105(a) of the Bankruptcy Code, protecting Zurich from any such Claims until the Bankruptcy Orders become Non-Appealable Orders or, alternatively, this Settlement Agreement is terminated under Article V of this Settlement Agreement.

**ARTICLE VIII
MISCELLANEOUS**

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Person not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

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

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Confirmation Order, the Solicitation Procedures Motion, the Procedures Order, and the Chapter 11 Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with drafts of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

8.4 This Settlement Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

8.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or insurance coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII or (b) any possible action or proceeding between Zurich and any of its reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Zurich's obligations under any of the Zurich Policies or any other binder, certificate, or policy of insurance or any acknowledgement of coverage issued by Zurich with respect to any Claims against Zurich.

8.8 None of the Parties shall make any public statements or disclosures (a) regarding each other's rationale or motivation for negotiating or entering into this Settlement Agreement or (b) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Zurich Policies or any other binder, certificate, or policy of insurance issued by Zurich, including handling of, or involvement in connection with, the Survivor Claims or the resolution of the Survivor Claims.

8.9 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned by any Party without the prior written consent of the other Parties.

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

8.11 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.12 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese:

The Diocese of New Ulm
Attention: Thomas Holzer
Catholic Pastoral Center
1421 6th Street North
New Ulm, MN 56073
Telephone: 507.359.2966

with a copy to:

James L. Baillie
Steven R. Kinsella
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
Telephone: 612.492.7000
jbaillie@fredlaw.com
skinsella@fredlaw.com

If to Zurich:

Robert Koscielniak
Vice President, Latent & Environmental Claims
Zurich North America
1299 Zurich Way
Schaumburg, Illinois 60196
Telephone: 847.605.3355
robert.koscielniak@zurichna.com

with a copy to:

Mark D. Plevin
Crowell & Moring LLP
3 Embarcadero Center, 26th Floor
San Francisco, CA 94111
Telephone: 415.986.2800
mplevin@crowell.com

If to the Parishes:

David E. Runck
Fafinski Mark & Johnson, P.A.
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
Telephone: 952-995-9500
david.runck@fmjlaw.com

8.13 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

8.14 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by Zurich that the Diocese, Parishes, or any other Person was or is entitled to any insurance coverage under the Zurich Policies or any other binder, certificate, or policy of insurance issued or allegedly issued by Zurich or as to the validity of any of the positions that have been or could have been asserted by the Diocese or Parishes, (b) an admission by the Diocese or Parishes as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by Zurich or any Claims that have been or could have been asserted by the Diocese or Parishes against Zurich, or (c) an admission by the Diocese, Parishes or Zurich of any liability whatsoever with respect to any of the Survivor Claims.

8.15 All of the Persons included in the definition of Zurich, Protected Parties, and the Trust and Trustee are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.16 The Diocese, Parishes, and Zurich shall be responsible for their own fees and costs incurred in connection with the Chapter 11 Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.17 The following rules of construction shall apply to this Settlement Agreement:

8.17.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.17.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.17.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

8.17.4 The use of the terms “intend, “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.17.5 Requirements that forms of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

8.18 The Bankruptcy Court in the Chapter 11 Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Minnesota law.

8.19 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order, unless this Settlement Agreement is terminated pursuant to Section 5.1 of this Settlement Agreement.

8.20 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of The Diocese of New Ulm

By: Msgr. Douglas L. Grams
Rev. Msgr. Douglas L. Grams

Title: Vicar General

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of Zurich American Insurance Company

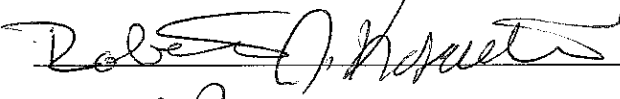
By: Robert J. Kautz

Title: V.P.

Date: 3-2-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of Zurich American Insurance Company

By: 

Title: V.P.

Date: 3-2-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Cathedral of the Holy Trinity, New
Ulm,**

By: Msgr Douglas L Greene

Title: Rector/Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Japanese Martyrs
(Leavenworth), Sleepy Eye**

By: Mrs. Eugene. Lyne.

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady (Manannah),
Grove City,**

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady of the Lakes,
Spicer**

By: Rev. Steven J. Chabalst
Title: PASTOR
Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Our Lady of Victory, Lucan


By: Rev. Frederick A. Hume

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Ss. Cyril and Methodius,
Taunton**

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Ss. Peter and Paul (Ivanhoe)

By: Fredrick Paul Hubert

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Aloysius, Olivia

By: FR Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anastasia, Hutchinson

By: Paul Shy

Title: Vice President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Andrew, Fairfax

By: Bruno OSB

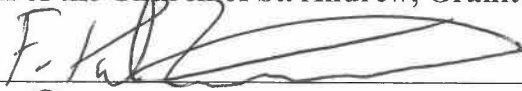
Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the ~~Church~~ of St. Andrew, Granite Falls,

By: 

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anne, Wabasso

By: Past. Anthony Hine

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anthony, Watkins

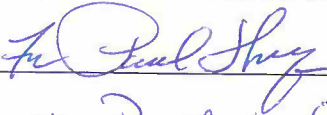
By: Rev. Dan Wood

Title: Pastor

Date: 2-27-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Boniface, Stewart

By: 

Title: Vice-President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Brendan, Green Isle,

By: F. [Signature]

Title: Parochial Administrator

Date: 2/26/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Bridget, De Graff

By: Fa. Perry Cuara

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Catherine, Redwood Falls,

By: *Rev. Forrest Lewis Hemen*

Title: *Pastor*

Date: *2-27-20*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Clara, Clara City

By: fr. Paul [Signature]

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

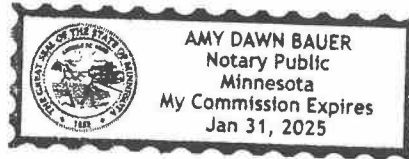
**On behalf of the Church of St. Clotilde (Green Valley),
Marshall,**

By: *Fr. Marked byff*

Title: *Pastor*

Date: *Feb. 24, 2020*

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Dionysius, Tyler

By: Frederick Huberty

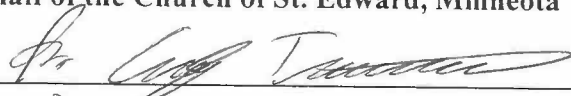
Title: Pastor

Date: 2-24-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Edward, Minneota

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Eloi, Ghent,

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Francis, Benson

By: Fr. Jeremy Cicera

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Francis de Sales,
Winthrop**

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Genevieve, Lake Benton

By: Fraser Ronald Hulbert

Title: pastor

Date: 2-24-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. George, New Ulm

By: Msgr. Douglas L. Gams

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Gertrude, Litchfield

By: Rev. Jeffrey P. Horezsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Gregory the Great,
Lafayette**

By: Msgr Douglas L. Grime

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Dawson

By: 

Title: Pastor

Date: 7-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Nassau

By: *Franklin Bin Oates*

Title: *Pastor*

Date: *July 26 2020*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Appleton

By: Fr. Jimmy Rivera

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Darwin

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Morton

By: Rev Fr. Anthony Hesse

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Ortonville

By: *Sadu Bin Oshid*

Title: *Pastor*

Date: *July 26 2020*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John (Faxon), Belle Plaine

By: Rev. Samuel Perez

Title: Pastor -

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Hector

By: Fr Joseph A Steinbeissen

Title: PASTOR

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John Cantius, Wilno

By: Father Ronald Hulbert

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. John the Baptist
(Searles), New Ulm**

By: Msgr Douglas J. Gamm

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Henderson,

By: Rev. Samuel Perez

Title: Pastor

Date: 02 - 25 - 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Lambertton

By: Fr. Philip Schoteko

Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Montevideo

By: 

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Clements

By: Msgr. Eugene A. Loyola

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Joseph (Rosen),
Bellingham**

By: Sasha Fin Oat

Title: Pastor

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Leo, Saint Leo

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Malachy, Clontarf

By: Fr. Henry Keenan

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Arlington

By: Fr. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Bird Island

By: Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Cottonwood

By: Rev. Matt Quiring

Title: Parochial Administrator

Date: 2-24-20



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, New Ulm

By: Msgr. Douglas L. Grams

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Sleepy Eye

By: Msgr. Stephen J. Lepore

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

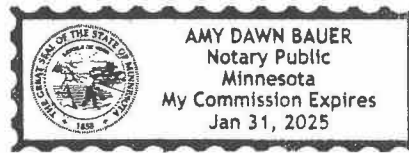
On behalf of the Church of St. Mary, Tracy

By: Fr. Menck Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Willmar

By: Rev. Steven J. Unholt

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Beardsley

By: Sarah Sue Osto

Title: Paste

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Seaforth

By: Rev Fr Anthony J. Hines

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mathias, Wanda

By: Rev. Fr. Anthony Hum

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Gaylord,

By: F. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Madison,

By: Sachin Bin W Oestel

Title: Pastor

Date: Seby 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

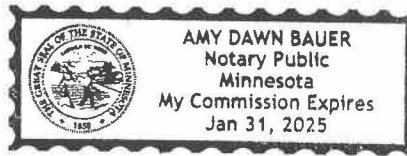
On behalf of the Church of St. Michael, Milroy

By: A. Mansuetti

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Morgan

By: Msgr. Eugene J. Lajinski

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Patrick, Kandiyohi

By: Rev. Steven J. Ushelst

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Comfrey

By: Msgr. Eugene J. Lynch

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Nicollet

By: Dennis C. Labat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

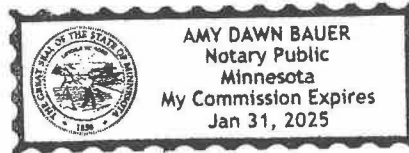
On behalf of the Church of St. Paul, Walnut Grove

By: *Tr. Mark Saiffel*

Title: *Pastor*

Date: *Feb 24, 2020*

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Saint Peter

By: Dennis C. Labat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Canby

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Philip, Litchfield,

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Pius X, Glencoe,

By: Rev. Anthony J. [Signature]

Title: Pastor - vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Raphael, Springfield

By: Fr Philip Schoteko

Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Thomas More, Lake Lillian

By: Rev. Steven J. Deibel

Title: PASTOR

Date: 2-22-2020



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Willibrord, Gibbon

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Family, Silver Lake

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

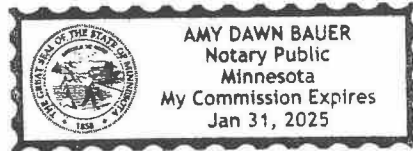
**On behalf of the Church of the Holy Redeemer,
Marshall**

By: J. Mark Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Redeemer, Renville

By: Joseph A Steinbeisser

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, Graceville,

By: Father Ben W Oestlund

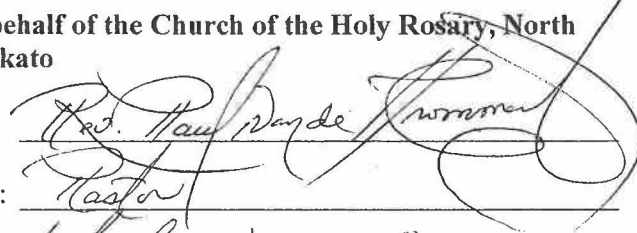
Title: Paster

Date: Febry 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, North Mankato

By:



Title:

Pastor

Date:

March 5, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Trinity, Winsted

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Franklin,

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Murdock

By: Fr. Jimmy Arana

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of New Ulm Area Catholic Schools

By: Msgr. Douglas L. Grane

Title: Canonical Administrator

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of St. Thomas, Sanborn

By: Fr. Philip Schotzko

Title: Pastor

Date: Feb 23, 2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Oratory of St. Thomas (Jessenland),
Henderson,**

By: Rev. Samuel Peres

Title: Pastor

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of the Visitation, Danvers

By: Fr. Jimmy Rivera

Title: Pastor

Date: 2/25/2020

EXHIBIT A

CHANNELING INJUNCTION PLAN LANGUAGE

In consideration of the undertakings of the Protected Parties and the Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurers, and pursuant to Bankruptcy Code Section 105 and 363:

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. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers, including:

(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 the Settling Insurers or against the property of any of the Protected Parties or the Settling Insurers;

(2) enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or the Settling Insurers;

(3) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurers, or the property of the Protected Parties or the Settling Insurers;

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

A. any obligation due any of the Protected Parties or the Settling Insurers;

B. any of the Protected Parties or the Settling Insurers; or

C. the property of any of the Protected Parties or the Settling Insurers.

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and

(6) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers.

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

67434507 v3

EXHIBIT B**LIST OF PARISHES**

	Parish Entity	Address
1.	Church of St. John	349 E Reuss Ave Appleton, MN 56208-1513
2.	Church of St. Mary	PO Box 392 Arlington, MN 55307-0392
3.	Church of St. Mary (Beardsley)	PO Box 7 Graceville, MN 56240-0007
4.	Church of St. Francis	508 13th St N Benson, MN 56215-1228
5.	Church of St. Mary	PO Box 500 Bird Island, MN 55310-0500
6.	Church of St. Peter (Canby)	408 N. Washington St Minneota, MN 56264-9605
7.	Church of St. Clara (Clara City)	512 Black Oak Ave Montevideo, MN 56265-1874
8.	Church of St. Joseph (Clements)	PO Box 459 Morgan, MN 56266-0459
9.	Church of St. Malachy (Clontarf)	508 13th St N Benson, MN 56215-1228
10.	Church of St. Paul	PO Box 277 Comfrey, MN 56019-0277
11.	Church of St. Mary	PO Box 228 Cottonwood, MN 56229-0228
12.	Oratory of the Visitation	508 13th St N Benson, MN 56215-1228
13.	Church of St. John	106 N 4th St Darwin, MN 55324-6016
14.	Church of St. James (Dawson)	408 N. Washington Minneota, MN 56264-9605
15.	Church of St. Bridget (DeGraff)	508 13th St N Benson, MN 56215-1228
16.	Church of St. Andrew	PO Box C Fairfax, MN 55332-0903
17.	Church of St. Gertrude (Forest City)	821 E 5th St Litchfield, MN 55355-1862
18.	Church of the Sacred Heart	PO Box 175 Franklin, MN 55333-0175
19.	Church of St. Michael	PO Box 357 Gaylord, MN 55334-0357
20.	Church of St. Eloi	409 N Adams St. Minneota, MN 56264
21.	Church of St. Willibrord	PO Box 436 Gibbon, MN 55335-0436
22.	Church of St. Pius X	1014 Knight Ave N Glencoe, MN 55336-2320

	Parish Entity	Address
23.	Church of the Holy Rosary	PO Box 7 Graceville, MN 56240-0007
24.	Church of St. Andrew (Granite Falls)	512 Black Oak Ave Montevideo, MN 56265-1874
25.	Church of St. Brendan	PO Box 85 Green Isle, MN 55338-0085
26.	Church of St. Clotilde (Green Valley)	c/o Holy Redeemer, 503 W. Lyon Street Marshall, MN 56258
27.	Church of St. John (Hector)	PO Box 500 Bird Island, MN 55310-0500
28.	Church of St. Joseph	PO Box 427 Henderson, MN 56044-0427
29.	Church of St. Anastasia	460 Lake St SW Hutchinson, MN 55350-2349
30.	Church of Ss. Peter and Paul (Ivanhoe)	PO Box 310 Tyler, MN 56178-0310
31.	Oratory of St. Thomas (Jessenland)	PO Box 427 Henderson, MN 56044-0427
32.	Church of St. Patrick	713 12th St SW Willmar, MN 56201-3082
33.	Church of St. Gregory the Great	PO Box 5 Lafayette, MN 56054-0005
34.	Church of St. Genevieve (Lake Benton)	PO Box 310 Tyler, MN 56178-0310
35.	Church of St. Thomas More	713 12th St SW Willmar, MN 56201-3082
36.	Church of St. Joseph	PO Box 458 Lamberton, MN 56152-0458
37.	Church of Japanese Martyrs (Leavenworth)	30881 County Road 24 Sleepy Eye, MN 56085-4361
38.	Church of St. Philip	821 E 5th St Litchfield, MN 55355-2263
39.	Church of Our Lady of Victory	PO Box 96 Lucan, MN 56255-0096
40.	Church of St. Michael	412 W 3rd St Madison, MN 56256-1494
41.	Church of Our Lady (Manannah)	57482 Csah 3 Grove City, MN 56243-2103
42.	Church of the Holy Redeemer	503 W Lyon St Marshall, MN 56258-1390
43.	Church of St. Michael	200 Euclid Ave Milroy, MN 56263-1169
44.	Church of St. Edward	408 N Washington St Minneota, MN 56264-9605
45.	Church of St. Joseph	512 Black Oak Ave Montevideo, MN 56265-1874
46.	Church of St. Michael (Morgan)	104 Saint Marys St NW Sleepy Eye, MN 56085-1024

	Parish Entity	Address
47.	Church of St. John	PO Box 88 Morton, MN 56270-0088
48.	Church of the Sacred Heart	PO Box 9 Murdock, MN 56271-0009
49.	Church of St. James (Nassau)	421 Madison Ave Ortonville, MN 56278-1327
50.	Cathedral of the Holy Trinity	605 N State St New Ulm, MN 56073-1866
51.	Church of St. Mary	417 S Minnesota St New Ulm, MN 56073-2120
52.	Church of St. Paul	PO Box 248 Nicollet, MN 56074-0248
53.	Church of the Holy Rosary	525 Grant Ave North Mankato, MN 56003-2939
54.	Church of St. Aloysius	302 S 10th St Olivia, MN 56277-1288
55.	Church of St. John	421 Madison Ave Ortonville, MN 56278-1327
56.	Church of St. Catherine	PO Box 383 Redwood Falls, MN 56283-0383
57.	Church of the Holy Redeemer	PO Box 401 Renville, MN 56284-0401
58.	Church of St. Joseph (Rosen)	421 Madison Ave Ortonville, MN 56278-1327
59.	Church of St. John (Faxon)	PO Box 427 Henderson, MN 56044-0427
60.	Church of St. Leo (St. Leo)	408 N. Washington St. Minneota, MN 56264-9605
61.	Church of St. Peter	1801 W Broadway Ave Saint Peter, MN 56082-1368
62.	Oratory of St. Thomas	PO Box 176 Sanborn, MN 56083-0176
63.	Church of St. Mary (Seaforth)	PO Box 239 Wabasso, MN 56293-0239
64.	Church of St. John the Baptist (Searles)	10475 195th St New Ulm, MN 56073-5216
65.	Church of the Holy Family (Silver Lake)	1014 Knight Ave N Glencoe, MN 55336-2320
66.	Church of St. Mary	636 1st Ave N Sleepy Eye, MN 56085-1004
67.	Church of Our Lady of the Lakes	6680 153rd Ave NE Spicer, MN 56288-9663
68.	Church of St. Raphael	20 W Van Dusen St Springfield, MN 56087-1328
69.	Church of St. Boniface	PO Box 202 Stewart, MN 55385-0202
70.	Church of Ss. Cyril and Methodius	PO Box 368 Taunton, MN 56291-0368

	Parish Entity	Address
71.	Church of St. Mary	249 6th St Tracy, MN 56175-1114
72.	Church of St. Dionysius	PO Box 310 Tyler, MN 56178-0310
73.	Church of St. Anne	PO Box 239 Wabasso, MN 56293-0239
74.	Church of St. Paul	249 6th St Tracy, MN 56175-1114
75.	Church of St. Mathias (Wanda)	PO Box 239 Wabasso, MN 56293-0239
76.	Church of St. Anthony	PO Box 409 Watkins, MN 55389-0409
77.	Church of St. George (West Newton)	63128 388th Ln New Ulm, MN 56073-4613
78.	Church of St. John Cantius (Wilno)	PO Box 310 Tyler, MN 56178-0310
79.	Church of St. Mary	713 12th St SW Willmar, MN 56201-3099
80.	Church of the Holy Trinity	PO Box 9 Winsted, MN 55395-0009
81.	Church of St. Francis de Sales	PO Box 447 Winthrop, MN 55396-0447
82.	New Ulm Area Catholic Schools	514 N. Washington St . New Ulm, MN 56073

EXHIBIT C**SUPPLEMENTAL INJUNCTION PLAN LANGUAGE****1.1 Supplemental Settling Insurer Injunction**

Pursuant to Bankruptcy Code Sections 105(a) and 363 and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies free and clear of all Interests pursuant to Bankruptcy Code Section 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests (including all debt holders, all equity holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to an Insurance Settlement Agreement) against any of the Protected Parties or the Settling Insurers, which, directly or indirectly, arise from, relate to, or are in connection with any Survivor Claims that are covered or alleged to be covered under the Settling Insurer Policies, or any Related Insurance Claims related to such Survivor Claims, 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, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with a Survivor Claim, including:

- a. commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- b. enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- c. creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- d. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers; and
- e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

EXHIBIT D

PROPOSED CONFIRMATION ORDER

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER CONFIRMING PLAN

This case is before the court pursuant to the Second Amended Joint Chapter 11 Plan of Reorganization [Docket No. •] proposed by the debtor and the committee of unsecured creditors. The court conducted the plan confirmation hearing on March 10, 2020.

Pursuant to the findings, conclusions and statements of the court on the record at the confirmation hearing, the entire record and the orders approving the Insurance Settlement Agreements (as defined in the plan) which are incorporated into this confirmation order by reference as if set forth fully herein, the court further finds and concludes as follows:

1. The plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the plan and this case.
2. Every class that was impaired has voted to accept the plan.
3. This case presents the rare and unique circumstances in which the channeling injunctions, supplemental settling insurer injunctions, and releases provided pursuant to the plan and such Insurance Settlement Agreements may be approved. The debtor has numerous and significant liabilities on which the Protected Parties, as defined in the plan and includes the debtor, and Settling Insurers (as defined in the plan), are also liable or possibly liable to some extent. Under the plan, such Protected Parties and Settling Insurers will make substantial contributions to provide for payment to the Survivor Claimants, as defined in the plan. Such

contributions are critical and significant contributions to the effective implementation of the plan, and the plan would not be feasible without such contributions. Such Protected Parties would not release their interests under the Settling Insurer Policies (as defined in the plan) unless they obtained the benefits of the releases and injunctions under the plan. Resolution of the case would not have been possible without such releases and injunctions, and such Protected Parties and Settling Insurers would not have made contributions to the plan without the protections, releases, indemnification, and injunctions provided in the plan and the Insurance Settlement Agreements.

4. The creditors most affected by the releases and injunctions – the Survivor Claimants (as defined in the plan) – have indicated by an overwhelming majority that they accept such provisions; indeed, the committee is a proponent of the plan.

5. The court has jurisdiction pursuant to 28 U.S.C. § 1334(a) and (b) to approve the exculpation, indemnification, release, and limitation of liability provisions of the plan and to issue the channeling injunction, supplemental settling insurer injunction, and other injunctions as provided in Article XIII of the plan.

6. The debtor and committee have complied with all applicable provisions of the bankruptcy code with respect to the plan and the solicitation of acceptances or rejections thereof. In particular, the plan complies with the requirements of 11 U.S.C. §§ 1125 and 1126 as follows:

a. The debtor and committee complied with this court's order [Docket No. 343] approving notice and solicitation procedures and served the materials designated in the certificate of service [Docket No. 351] in full compliance with the court's order.

b. The debtor and committee published a notice concerning the plan, confirmation objection deadline, and confirmation hearing date in national and local publications as required by this court's order.

c. Copies of the plan and disclosure statement have been available upon request from the debtor's and committee's counsel and, free of charge, from the debtor's and court's website.

d. The debtor and the committee provided specific and adequate notice of, among other things, (i) the releases, indemnification, and injunctions provided for in the plan and the Insurance Settlement Agreements (as defined in the plan), (ii) the manner in which a creditor or interested party could take steps to obtain additional information regarding, or to object to, the releases or injunctions, (iii) the names of the Settling Insurers and Protected Parties (as the foregoing capitalized terms are defined in the plan) and (d) the confirmation hearing and all relevant dates, deadlines, procedures and other information relating to the plan and the solicitation of votes on the plan.

e. Based on the foregoing and this court's order, all persons entitled to receive notice of the disclosure statement, plan, and the confirmation hearing have received proper, timely and adequate notice in accordance with this court's order, the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules, and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

IT IS ORDERED:

A. CONFIRMATION. The plan filed and dated December 18, 2019, is confirmed.

B. BINDING EFFECT OF THE PLAN. Immediately upon entry of this order, the terms of the plan are approved, effective and binding, including without limitation upon any and all entities acquiring property under the plan, and all holders of claims and Interests (as defined in the plan), any and all non-debtor parties to executory contracts, any and all Survivor Claimants, including Unknown Survivor Claimants and Late-Filed Survivor Claimants (as the foregoing capitalized terms are defined in the plan) and other creditors, whether or not such creditor has filed a proof of claim, whether or not the claim of such creditor is impaired under the plan, and whether or not such creditor has accepted or rejected the plan. All entities shall act or refrain from acting as set forth in the plan.

C. VESTING OF ESTATE'S ASSETS. Except as otherwise provided in this order or in the plan, and as of the effective date of the plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the debtor's estate and all property dealt with by the plan are vested in the trust or the reorganized debtor, or as may otherwise be set forth in the plan, free and clear of all liens, interests and claims of creditors of the debtor.

D. DISCHARGE. Except as otherwise expressly provided in the plan or in this order, on the effective date of the plan, the debtor is discharged and its liability is extinguished completely in respect to any claim and debt that arose prior to the effective date, including all Survivor Claims and Related Insurance Claims (as the foregoing capitalized terms are defined in the plan), whether reduced to judgment or not, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, including, without limitation, all interest, if any, on any such claims and debts, whether such interest accrued before or after the petition date, and including all claims and debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h) and 502(i), whether or not

a proof of claim is filed or is deemed filed under 11 U.S.C. § 501, such claim is allowed under 11 U.S.C. § 502, or the holder of such claim has accepted the plan.

E. **EXCULPATION AND LIMITATION OF LIABILITY.** Except as expressly provided in the plan, none of the Exculpated Parties (as defined in the plan) shall have or incur any liability for, and each such 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 case or in connection with the preparation and filing of this 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 such Exculpated Party, in each case subject to determination of such by non-appealable 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 committee, the debtor and their respective officers, board and committee members, employees, attorneys, financial advisors and other professionals shall be entitled to and granted the benefits of 11 U.S.C. § 1125(e) and the channeling injunction.

F. CHANNELING INJUNCTION. Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan).

1. In consideration of the undertakings of the Protected Parties and the Settling Insurers under the plan, their contributions to the Trust (as defined in the

plan) and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among such Protected Parties and Settling Insurers, and pursuant to 11 U.S.C. §§ 105 and 363:

i. any and all Channeled Claims (as defined in the plan) 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 such Channeled Claims; and

ii. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any such Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers (as the foregoing capitalized terms are defined in the plan), including:

a. commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Channeled Claim against any of the Protected Parties or the Settling Insurers (as defined in the plan), or against the property of any of such Protected Parties or Settling Insurers;

b. enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from

any of the Protected Parties or the Settling Insurers (as defined in the plan), or the property of any of such Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim (as defined in the plan) against any such Protected Parties or Settling Insurers;

c. creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim (as defined in the plan) against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

d. asserting, implementing, or effectuating, any Channeled Claim (as defined in the plan) of any kind against:

1. any obligation due any of the Protected Parties or the Settling Insurers (as defined in the plan);

2. any such Protected Parties or Settling Insurers;

or

3. the property of any of such Protected Parties or Settling Insurers.

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan; and

f. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers (as the foregoing capitalized terms are defined in the plan).

The Channeling Injunction is an integral part of the plan and is essential to the plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this section shall inure to the benefit of the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan). In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees, from the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

G. SUPPLEMENTAL SETTLING INSURER INJUNCTION. Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers (as defined in the plan).

1. Pursuant to 11 U.S.C. §§ 105(a) and 363 and in consideration of the undertakings of such Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies, free and clear of all Interests pursuant to 11 U.S.C. § 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests, including all debt holders, all equity holders, all such Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other

creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to any such Insurance Settlement Agreement, against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) which, directly or indirectly, arise from, relate to, or are in connection with any such Survivor Claims that are covered or alleged to be covered under such Settling Insurer Policies, or any Related Insurance Claims (as defined in the plan) related to such Survivor Claims, 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 such Settling Insurers, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with any such Survivor Claim, including:

i. Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan), or the property of such Protected Parties or Settling Insurers;

ii. Enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

iii. **Creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;**

iv. **Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers; and**

v. **Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan.**

H. EFFECTIVENESS OF RELEASES AND INJUNCTION. Except as otherwise expressly provided in the plan, for the consideration described in the Insurance Settlement Agreements, all persons who have held, hold or may hold Channeled Claims against the Protected Parties or the Settling Insurers under the Settling Insurer Policies (as the foregoing capitalized terms are defined in the plan), whether known or unknown, will be permanently enjoined on and after the effective date of the plan from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Survivor Claim against the Settling Insurers or the property of the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers, with respect to any Channeled Claim (as

the foregoing capitalized terms are defined in the plan); (c) creating, perfecting or enforcing any encumbrance of any kind against the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the plan or any documents relating to the plan, including the Trust Agreement. Any and all currently pending court proceedings, the continuation of which would violate the provisions of this section, shall be dismissed with prejudice.

I. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the effective date of the plan, the injunctions provided for in the plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the plan, the injunctive provisions of 11 U.S.C. §§ 524 and 1141 and all injunctions or stays protecting the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan) are permanent and will remain in full force and effect following the effective date and are not subject to being vacated or modified.

J. LIABILITY OF JOINT TORTFEASORS. Pursuant to the plan, any person or entity that is or was alleged to be a joint tortfeasor with the Protected Parties in connection with any Survivor Claim (as the foregoing capitalized terms are defined in the plan) shall not be liable for such Protected Parties' share of liability or fault for such claim.

K. JUDGMENT REDUCTION.

1. In any proceeding, suit or action to recover or obtain insurance coverage or proceeds for a Survivor Claim from an Other Insurer (as the foregoing capitalized terms are defined in the plan) the following shall apply: If the Trust, a Protected Party, a Survivor Claimant or any other person bound by the plan obtains a judgment against an Other Insurer (as the foregoing capitalized terms are defined in the plan), the judgment shall automatically be reduced by the amount, if any, that all Settling Insurers (as defined in the plan) would have been liable to pay such Other Insurer as a result of its Related Insurance Claim (as defined in the plan) against one or more such Settling Insurers. To ensure that such a reduction is accomplished, (a) the person pursuing the Related Insurance Claim, whether the Trust, the Protected Parties, a Survivor Claimant or any other person bound by the plan, shall inform the Other Insurer (as the foregoing capitalized terms are defined in the plan) of the existence of this judgment reduction provision at the time a claim is first asserted against such Other Insurer; (b) the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) may be asserted as a defense in any proceeding, suit or action to obtain insurance coverage or proceeds from such Other Insurer for a Survivor Claim, as defined in the plan; and (c) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) is determined to be valid by the court presiding over such action, the liability of such Other Insurer shall be reduced dollar for dollar by the amount so determined.

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

other Settling Insurer that does not assert a Related Insurance Claim against a corresponding Settling Insurer (as the foregoing capitalized terms are defined in the plan). Notwithstanding the foregoing, if a person pursues such a Related Insurance Claim against such a Settling Insurer, then such Settling Insurer shall be free to assert such Related Insurance Claims against such person.

3. As provided in the Insurance Settlement Agreements, the debtor and the Trust shall use their best efforts to obtain, from all Other Insurers (as the foregoing capitalized terms are defined in the plan), if any, with which they execute a settlement agreement after the effective date, agreements similar to those contained in this section.

L. PROFESSIONAL FEES AND OTHER ADMINISTRATIVE EXPENSES. All applications for award of compensation or expenses to a trustee, examiner, attorney or other professional person, and all other requests to order payment of an administrative expense, shall be made by motion under Local Rules 2016-1 or 3002-2, and shall be served and filed within 30 days after the date of this order.

M. OBJECTIONS TO CLAIMS. All objections to claims, except objections to administrative expense claims, objections to Survivor Claims, or objections arising solely under 11 U.S.C. § 502(d), shall be made by motion under Local Rule 3007-1, and shall be served and filed within 90 days after the effective date of the plan, or 30 days after the claim is filed, whichever is later. Any claim objections arising solely under 11 U.S.C. § 502(d) are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting an avoidance claim.

N. RETURN OF CONFIDENTIAL SEXUAL ABUSE PROOF OF CLAIM FORMS. Within 30 days after the date of this order, the debtor's counsel shall return the sexual

abuse proof of claim forms in the debtor's counsel's possession to the clerk of court. The clerk of court shall maintain the confidentiality of the sexual abuse proof of claim forms and any party seeking to review or copy a sexual abuse proof of claim form must file a motion seeking permission from the court. The debtor and the debtor's counsel shall continue to maintain the confidentiality of any copies of the sexual abuse proof of claim forms or any related information provided by the holder of a sexual abuse claim, but shall otherwise be discharged from their obligations under the court's prior order regarding the administration of the sexual abuse proof of claim forms [Docket No. 33].

O. MAILING OF NOTICE. The debtor shall forthwith mail copies of this order as notice of entry of this order and confirmation of the plan to the entities specified in Local Rule 9013-3 and to all creditors and other parties in interest.

DATED:

United States Bankruptcy Judge

67436507 v5

EXHIBIT E

LIST OF OTHER INSURED ENTITIES

None.

EXHIBIT F

Proposed Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER (I) APPROVING DISCLOSURE STATEMENT; (II) APPROVING SOLICITATION PACKAGES AND DISTRIBUTION PROCEDURES; (III) APPROVING BALLOT FORMS AND PLAN VOTING PROCEDURES; (IV) FIXING THE VOTING DEADLINE; AND (V) APPROVING PROCEDURES FOR VOTE TABULATION

This case is before the court on the debtor's and official committee of unsecured creditor's Motion for an Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation.

Based on the motion and the file,

1. The motion is granted;
2. The amended disclosure statement dated ____, 2019, and filed on ____, 2019, is approved as containing adequate information upon which creditors can vote to accept or reject the plan.
3. The hearing to consider confirmation of the amended plan dated __, 2019, will be held on _____, 2020, at ____ a.m./p.m., in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.
4. The deadline to file objections to the plan is _____, 2020, at 5:00 p.m. (prevailing Central Time).

5. The proposed notice for hearing on confirmation of the plan substantially in the form attached to this order as **Exhibit A** is approved and, when served, shall satisfy the requirements of due process and constitute adequate and sufficient notice of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

6. The proposed publication notice substantially in the form attached to this order as **Exhibit B** is approved and, when published in accordance with this paragraph, shall satisfy the requirements of due process and constitute adequate and sufficient notice to creditors whose identity is “unknown” to the debtor of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Within 20 days after the entry of this order, the debtor and committee shall cause the publication notice to appear once in the following newspapers:

- a. USA Today – National Edition;
- b. National Catholic Reporter (National Catholic Publication);
- c. The National Catholic Register (National Catholic Publication);
- d. Minneapolis Star Tribune;
- e. St. Paul Pioneer Press;
- f. The Minnesota Daily;
- g. The Journal (New Ulm);

- h. Duluth News Tribune;
- i. Post-Bulletin (Rochester);
- j. St. Cloud Times;
- k. Winona Daily News;
- l. Crookston Daily News;
- m. The Free Press (Mankato);
- n. Independent (Marshall);
- o. American-News (Montevideo);
- p. West Central Tribune (Willmar); and
- q. Leader (Hutchinson).

The debtor and the committee shall also send the information contained in the publication notice to all of the Minnesota diocesan newspapers, AP Minnesota, WCCO AM, Minnesota Public Radio, KARE TV, KMSP TV, KSTP TV, WCCO TV, and KEYC TV. Additionally, the debtor and the committee shall request that the parishes and pastors publish the publication notice in the weekly bulletin and that the pastors read a letter from the bishop regarding the information contained in the publication notice.

7. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to each holder of claims in Class 1, Class 2, and Class 4 under the plan, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, the plan, and an applicable ballot.

8. Due to the sensitive nature of the Class 1 and Class 2 claims, the debtor and the committee are authorized to send single copies of the solicitation package to counsel of record,

based on the proofs of claims or other pleadings filed in the bankruptcy case, for holders of Class 1 and Class 2 claims.

9. If a holder of a Class 1 or Class 2 claim is not represented by counsel, the debtor and the committee shall mail the solicitation package directly to the holder of the Class 1 or Class 2 claim.

10. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to parties that are not entitled to vote under the plan, including holders of claims in Class 3, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, and the plan.

11. The debtor and the committee shall mail the confirmation hearing notice to (a) entities identified on the debtor's schedules as holding unsecured claims in the amount of \$0.00 and for which a proof of claim was not filed identifying a value greater than \$0.00, (b) entities identified on the debtor's schedules for "notice only" or similar designation, and (c) additional parties on the master mailing list that are not entitled to vote on the Plan and are not entitled to otherwise receive a copy of the plan or disclosure statement under Local Rule 3017-1.

12. The debtor and the committee are authorized to make non-substantive changes to the solicitation packages, publication notice, and related documents without further order of the court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the solicitation packages, the disclosure statement, the plan, and any related materials prior to mailing.

13. If a solicitation package or confirmation hearing notice is returned by the United States Postal Service or other carrier as "undeliverable" or "moved – no forwarding address" or otherwise returned, the debtor and the committee are excused from re-mailing an undelivered

solicitation package, unless the debtor or committee has been informed in writing of the new address at least five days prior to the deadline to vote on the plan. The debtor's and the committee's inability to mail a solicitation package due to not having a new address does not constitute inadequate notice of the confirmation hearing or the voting deadline and is not a violation of Bankruptcy Rule 3017(d).

14. The form of ballot for Class 1 claims, substantially in the form attached to this order as **Exhibit C**, is approved.

15. The form of ballot for Class 2 claims, substantially in the form attached to this order as **Exhibit D** is approved.

16. The form of ballot for Class 4 claims, substantially in the form attached to this order as **Exhibit E**, is approved.

17. In order to be counted as a vote to accept or reject the plan, each ballot must be properly executed, completed, and delivered to the clerk of the bankruptcy court (i) by mail in a return envelope provided with each ballot, (ii) by overnight courier, or (iii) by hand delivery, so that the ballot is actually received by the clerk no later than 5:00 p.m. (prevailing Central Time) on _____.

18. The debtor and the committee are not required to provide ballots to the holders of claims in Class 3.

19. No ballots should be sent to the debtor, the debtor's agents, the debtor's financial or legal advisors, the committee, the committee's agents, or the committee's financial or legal advisors and any ballots so received shall not be counted.

20. The Class 1 and Class 2 ballots received by the clerk shall be treated as confidential and will not be available for viewing or copying unless otherwise ordered by the court.

21. The debtor's counsel is authorized to request and receive copies of the completed Class 1 and Class 2 ballots from the clerk. The debtor's counsel shall hold and treat confidential the Class 1 and Class 2 ballots. The debtor's counsel is authorized to make the Class 1 and Class 2 ballots available to all permitted parties that have completed the applicable requirements pursuant to this court's order approving confidentiality procedures [Docket No. 33].

22. Solely for purposes of voting to accept or reject the plan and nor for the purpose of allowance of, or distribution on account of, any claim and without prejudice to the rights of the debtor, the committee, or any other party, each holder of an impaired class of claims entitled to vote to accept or reject the plan pursuant to the terms of the plan shall be allowed in an amount equal to the amount of the claim as set forth in the debtor's schedules, subject to the following exceptions:

a. Class 1 claims, Class 2 claims, and Class 4 claims shall be temporarily allowed in the amount of \$1.00 for each claim solely for voting purposes and not for purposes of allowance or distribution.

b. If a claim is listed in the debtor's schedules as having a value of \$0.00 or for "Notice Purposes Only" and a proof of claim was not (i) filed by the applicable claim filing deadline established by the court or (ii) deemed timely filed by an order of the court prior to the voting deadline, the claim shall be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Fed. R. Bankr. P. 3003(c).

c. If the debtor or the committee has served an objection or request for estimation as to a claim at least 10 days before the voting deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the voting deadline.

23. The following procedures shall apply with respect to ascertaining the intent of claim holders casting ballots (unless waived by further order of the court):

a. A ballot will be deemed delivered only when the clerk of the bankruptcy court actually receives the executed ballot.

b. Whenever a claim holder casts more than one ballot voting the same claim or claims before the voting deadline, the last ballot received before the voting deadline will be deemed to reflect the voter's intent and thus supersede any prior ballots.

c. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but does not indicate either an acceptance or a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

d. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but indicates both an acceptance and a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

e. If a ballot (i) is illegible or contains insufficient information to permit the identification of the claim holder, (ii) was cast by a person or entity that does not hold a claim entitled to vote to accept or reject the plan, (iii) is for a claim identified as unliquidated, contingent, or disputed for which no proof of claim was timely filed or

motion for temporary allowance was granted, (iv) is unsigned, or (v) was transmitted to the clerk of the bankruptcy court by any means not specifically approved by the bankruptcy court, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

24. Consistent with the requirements of Local Rule 3020-2, the debtor or the committee shall file with the court a ballot report no less than 24 hours before the confirmation hearing. The ballot report shall, among other things, delineate every ballot that does not conform to the voting instructions or that contain any form of irregularity, including without limitation, those ballots that are late, unidentifiable, lacking signatures, lacking necessary information, or damaged. To the extent the debtor or the committee needs to delineate any Class 1 or Class 2 ballot in the ballot report, the debtor and the committee shall maintain the confidentiality of the Class 1 or Class 2 ballot by identifying the Class 1 or Class 2 ballot solely by the applicable claim number and describing any irregularities or failure to conform with voting instructions without reference to any confidential information.

25. A Class 1 ballot or Class 2 ballot received after the voting deadline or a Class 1 ballot or Class 2 ballot that does not conform to the voting instructions, but in which the releases and certifications are made and signed, shall be effective as to the releases and certifications.

26. Any claimant seeking temporarily allowance of his, her, or its claim in a different amount or purposes of voting to accept or reject the Plan must serve on the debtor's counsel and the committee's counsel and file with the court a motion for an order pursuant to Fed. R. Bankr. P. 3018(a) on or before the 10th day after the later of (a) service of the Solicitation Packages or (b) service of notice of an objection or request for estimation, if any, as to the claimant. Any

ballot of a claimant filing such a motion shall not be counted unless the claimant's claim is temporarily allowed by an order entered by the court prior to the voting deadline.

27. Any person signing a Class 1, Class 2, or Class 4 ballot in his, her, or its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of a claim must indicate such capacity when signing.

28. The debtor and the committee are authorized to contact creditors in an attempt to cure any deficiencies in any ballots received by the clerk of court.

29. The debtor and the committee are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate this order.

Dated:

United States Bankruptcy Judge

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 11 PLAN OF
REORGANIZATION

PLEASE TAKE NOTICE OF THE FOLLOWING:

I. CHAPTER 11 CASE.

On March 3, 2017, The Diocese of New Ulm (the “Diocese”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”).

II APPROVAL OF DISCLOSURE STATEMENT AND VOTING PROCEDURES.

On _____, 2019, the Diocese and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) filed the Amended Joint Plan of Reorganization (the “Plan”) [Docket No. ____]. On _____, 2019, the Plan Proponents also filed the Amended Disclosure Statement in Support of Amended Chapter 11 Plan of Reorganization (the “Disclosure Statement”) [Docket No. ____]. By order dated _____, 2019 (the “Disclosure Statement Approval Order”) [Docket No. ____], the Bankruptcy Court approved the adequacy of the Disclosure Statement for the Plan.

On _____, 2019, the Plan Proponents filed a Motion for an Order (I) Approving Solicitation Packages and Distribution Procedures, Including the Confirmation Hearing Notice; (II) Approving Ballot Forms and Plan Voting Procedures; (III) Fixing the Voting Deadline to Accept or Reject the Plan; and (IV) Approving Procedures for Vote Tabulation (the “Procedures Motion”) [Docket No. ____]. By order dated _____, 2019, the Bankruptcy Court granted the relief sought in the Procedures Motion [Docket No. ____].

III. HEARING ON CONFIRMATION.

A hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will be held on _____, 2020, at _____ a.m./p.m. (prevailing Central Time) in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY ANNOUNCEMENT IN OPEN COURT OR BY A NOTICE OF CONTINUANCE FILED WITH THE COURT. THE PLAN MAY BE FURTHER MODIFIED, IF NECESSARY, PRIOR TO, DURING, OR AS A RESULT OF THE CONFIRMATION HEARING, WITHOUT FURTHER NOTICE TO PARTIES IN INTEREST, SUBJECT TO CONTRARY ORDER BY THE COURT.

IV. OBJECTIONS TO CONFIRMATION.

The deadline for filing objections to the Plan is _____, 2020, at 5:00 p.m. (prevailing Central Time) (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing must: (a) comply with Rule 3020-1 of the Local Bankruptcy Rules for the District of Minnesota (the “Local Rules”); (b) be in writing; (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other case management rules and orders of the Bankruptcy Court; (d) state the name and address of the responding or objecting party and the nature and amount of the claim against or interests in the estates or property of the Diocese; (e) state with particularity the legal and factual basis for the response or objection and, if practicable, a proposed modification that would resolve the objection; and (e) be filed with the Clerk of the Bankruptcy Court, together with a proof of service, so as to be actually received on or before the Plan Objection Deadline.

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND SERVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

V. ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT AND PLAN.

Additional copies of the Disclosure Statement, the Plan, the Disclosure Statement Approval Order, and additional related materials may be obtained (a) from the Diocese’s website at www.hopehealingandpeace-dnu.org/, (b) by writing to the Diocese’s counsel at:

Fredrikson & Byron P.A.
Attn: Shataia Stallings
200 South Sixth Street, Suite 4000
Minneapolis, MN 55401

or the UCC’s counsel at:

Stinson LLP
Attn: Aong Moua
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402

(c) by calling the Diocese’s counsel at 612-492-7730 or the UCC’s counsel at 612-335-1792; (d) by emailing the Diocese’s counsel at sstallings@fredlaw.com or the UCC’s counsel at aong.moua@stinson.com; (e) by accessing the court’s electronic case filing system at www.ecf.mnb.uscourts.gov (a PACER login and password are required to access documents on the court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov); and (f) by requesting a copy in person from the Clerk of the United States Bankruptcy Court for the District of Minnesota. If the Plan Proponents or the Plan Proponents’ counsel receive a request for a paper copy of the documents, the Plan Proponents will send a copy by U.S. Mail to the requesting party at the Plan Proponents’ expense.

If you are a holder of a claim in a class entitled to vote to accept or reject the Plan, an applicable ballot will also be included with this Confirmation Hearing Notice. If you are not entitled to vote on the Plan, a ballot will not be included with this Confirmation Hearing Notice. If you have

questions regarding the procedures for voting on the Plan and/or for objecting to the Plan you may contact the Plan Proponents' counsel at the phone number listed above.

PLEASE NOTE: NEITHER THE STAFF AT THE CLERK'S OFFICE NOR THE PLAN PROPONENTS' COUNSEL CAN GIVE YOU LEGAL ADVICE.

VI. ENTITLEMENT TO VOTE ON THE PLAN.

Only holders of claims in **Class 1**, **Class 2**, and **Class 4** are entitled to vote to accept or reject the Plan. Holders of unclassified claims and holders of claims and interests in **Class 3** are not entitled to vote on the Plan.

VII. VOTING DEADLINE.

All votes to accept or reject the Plan must be actually received by the Clerk of the Bankruptcy Court by no later than **5:00 p.m.** (prevailing Central Time) on _____, **2020** (the "Voting Deadline"). All ballots must be properly executed, completed, and delivered to the Clerk of the Bankruptcy Court by (a) first class mail, (b) overnight courier, or by (c) personal delivery so that the ballots are actually received by the Clerk no later than the Voting Deadline. Any failure to follow the voting instructions may disqualify your ballot and your vote.

VIII. ALLOWANCE OF CLAIMS FOR VOTING PURPOSES.

Solely for the purposes of voting to accept or reject the Plan and not for the purpose of allowance of, or distribution on account of, any claim, except as set forth below, and without prejudice to the rights of the Diocese or the UCC in any context, each holder of an impaired class of claims entitled to vote to accept or reject the Plan shall be allowed in an amount equal to the amount of the claim as set forth in the Diocese's schedules, subject to the following exceptions:

- (a) Class 1 Claims, Class 2 Claims, and Class 4 Claims shall be temporarily allowed in the amount of \$1.00 solely for voting purposes and not for purposes of allowance, distribution, or classification; and
- (b) if the Diocese or the UCC has served an objection or request for estimation as to a claim at least 10 days before the Voting Deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the Voting Deadline.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

Pursuant to Article VII of the Plan, the Plan Proponents seek authority for the Diocese to automatically assume any unassumed executory contracts and unexpired leases as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. The treatment of executory contracts and unexpired leases is more fully described in Article XII of the Plan.

X. DISCOVERY.

Unless the parties agree otherwise by written stipulation, Fed. R. Civ. P. 26(a)(1)-(3) and (f) do not apply for the Confirmation Hearing.

XI. CHANNELING INJUNCTION, SUPPLEMENTAL SETTling INSURER INJUNCTION, AND RELEASES.

Pursuant to Article XIII of the Plan, confirmation of the Plan will permanently enjoin and bar all claims by any holder of an alleged Survivor Claim against any Settling Insurer and the Protected Parties, including the Diocese and the Parishes, and release the Settling Insurers and the Protected Parties from any further liability relating to (a) any Settling Insurer Policies issued or allegedly issued to the Diocese or the Parishes and (b) Survivor Claims that are asserted, or may be asserted, against the Diocese or the Parishes as part of the Plan. All Survivor Claims, Related Insurance Claims, and Medicare Claims relating to Survivor Claims will be permanently channeled to the Trust created by the Plan, which will solely be responsible for the payment of such Claims.

XII. BINDING NATURE OF THE PLAN.

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE BANKRUPTCY CASE, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

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EXHIBIT B

**United States Bankruptcy Court
for the District of Minnesota
in re: Diocese of New Ulm,
Case No. 17-30601**

The Diocese of New Ulm and the Official Committee of Creditors have filed a disclosure statement and joint chapter 11 plan of reorganization. The bankruptcy court approved the disclosure statement on **DATE**. The Plan provides the means for settling and paying all claims related to sexual abuse and misconduct through the formation of a trust that will be funded by contributions from the Diocese, parishes, and settling insurers. IF YOU HOLD CLAIMS AGAINST THE DIOCESE, PARISHES, OR SETTLING INSURERS, YOUR RIGHTS MAY BE AFFECTED.

THE PLAN PROVIDES THAT ALL SEXUAL ABUSE CLAIMS AND RELATED CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS WILL BE CHANNLED TO THE TRUST, MEANING THAT THE TRUST WILL BE THE SOLE AND EXCLUSIVE SOURCE OF PAYMENT FOR ANY SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS. THE ORDER CONFIRMING THE PLAN WILL PERMANENTLY ENJOIN AND BAR ALL PERSONS AND ENTITIES FROM ASSERTING OR PURSUING ANY CLAIMS, INCLUDING ANY CLAIM RELATED TO SEXUAL ABUSE OR MISCONDUCT, AND INSURANCE COVERAGE FOR SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS AND RELEASING THE DIOCESE, PARISHES, AND SETTLING INSURERS FROM ANY FURTHER LIABILITY RELATING TO SUCH CLAIMS.

The Disclosure Statement, Plan, and additional documents relating to confirmation of the Plan are posted on the Reorganization pages of www.hopehealingandpeace-dnu.org. The deadline to object to the Plan is **DATE**. The hearing on confirmation of the Plan will be held on **DATE**.

For diocesan information: www.hopehealingandpeace-dnu.org

For U.S. Bankruptcy Court for the District of Minnesota information: www.mnb.uscourts.gov

For advice about your rights: **contact an attorney**

EXHIBIT C

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 1 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 1 Ballot because you are a holder of a Claim in Class 1 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 1 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 1 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS I BALLOT HAS TWO PARTS:

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE
PLAN.**

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 1 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 1 Ballot, the undersigned certifies to the
Bankruptcy Court and to the Plan Proponents:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 1 Claim or (ii) the undersigned is an individual competent to act with a specific, written power of attorney directing such individual to vote to accept or reject the Plan as directed by such individual claimant provided that a copy of the power of attorney is attached to this Class 1 Ballot;
- (b) that the holder of the Class 1 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;
- (c) that the undersigned has read and understands, the undersigned's lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 1 Ballots with respect to the Class 1 Claim identified in this Ballot have been cast or, if any other Class 1 Ballots have been cast with respect to such Class 1 Claim, then any such earlier Class 1 Ballots are hereby revoked.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

For this Class 1 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 1 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and
representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR AUTHORIZED REPRESENTATIVE
OF SURVIVOR CLAIMANT’S ESTATE:

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

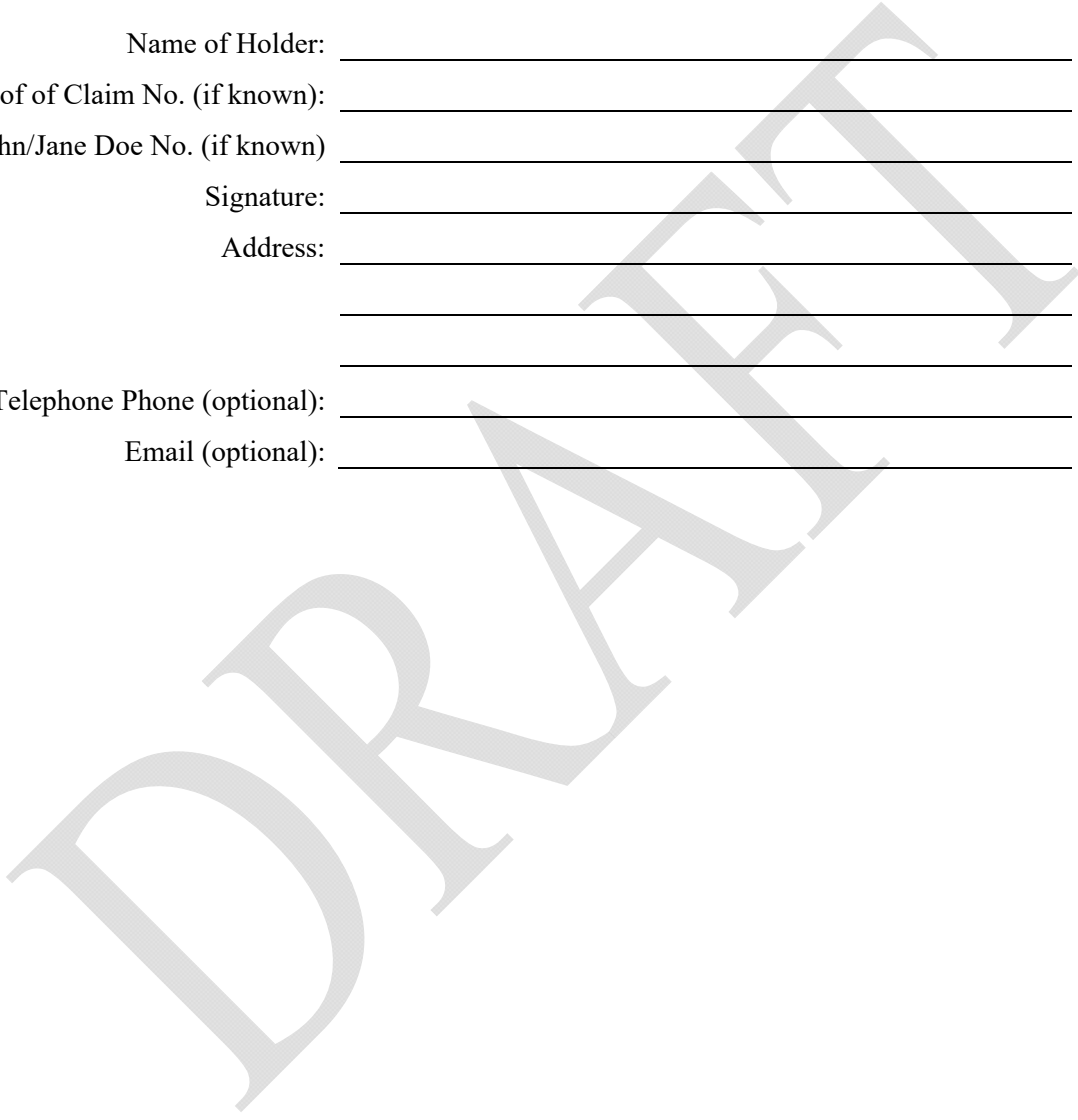


EXHIBIT D

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 2 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Plan of Reorganization (the “Plan”) as set forth in the Disclosure Statement for the Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 2 Ballot because you are a holder of a Claim in Class 2 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 2 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 2 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS 2 BALLOT HAS TWO PARTS:

PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE PLAN.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 2 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

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

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

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

For this Class 2 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 2 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and
representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR AUTHORIZED REPRESENTATIVE
OF SURVIVOR CLAIMANT’S ESTATE:

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

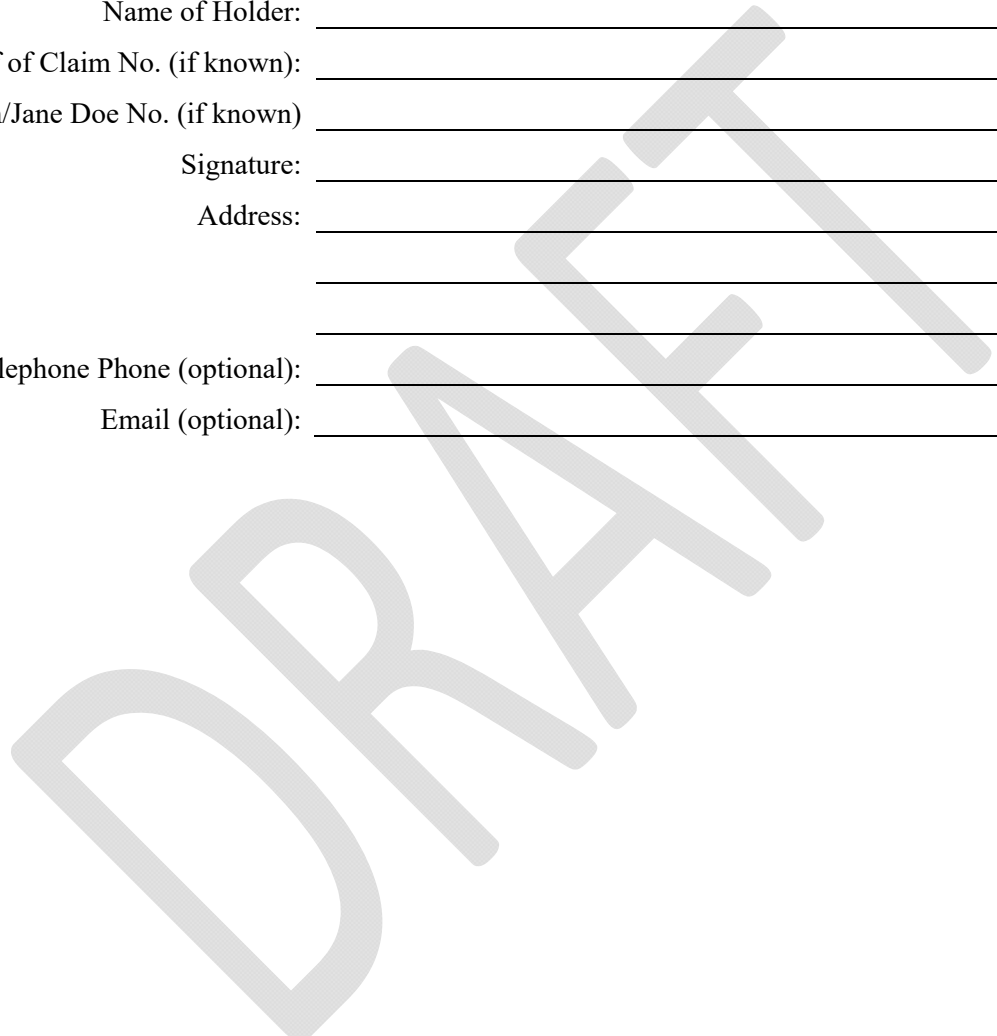


EXHIBIT E

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**BALLOT FOR VOTING TO ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 4 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, together with the Diocese, the “Plan Proponents”) are soliciting votes with respect to the Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court approved the Disclosure Statement on _____. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 4 Ballot because you are a holder of a Claim in Class 4 as of _____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 4 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 4 Claim.

I. Vote on Plan. The undersigned holder of a Class 4 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan

REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 4 Ballot, the undersigned certifies to the Bankruptcy Court and to the Diocese:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 4 Claim or (ii) the undersigned is an authorized signatory for the holder of the Class 4 Claim being voted;
- (b) that the holder of the Class 4 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

- (c) that the undersigned has read and understands, the undersigned’s lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 4 Ballots with respect to the Class 4 Claim identified in this Ballot has been cast or, if any other Class 4 Ballots have been cast with respect to such Class 4 Claim, then any such earlier Class 4 Ballots are hereby revoked.

For this Class 4 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
 U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
 200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
 COURTHOUSE
 316 NORTH ROBERT STREET
 ST. PAUL, MN 55105
 ATTN: JENNIFER**

<p>IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 4 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.</p>

EXHIBIT I-3
Continental Settlement Agreement

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback is hereby made by, between, and among the Diocese, the Parishes, and Continental.¹

RECITALS

WHEREAS, numerous individuals have asserted certain Survivor Claims against the Diocese and the Parishes;

WHEREAS, Continental issued, allegedly issued, or may have issued the Continental Policies providing certain coverage to the Diocese and the Parishes;

WHEREAS, certain Coverage Disputes exist between the Diocese and the Parishes, on the one hand, and Continental, on the other hand;

WHEREAS, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Filing Date, commencing the Chapter 11 Case;

WHEREAS, the Diocese commenced the Insurance Coverage Adversary Proceeding on March 6, 2017, seeking a judicial determination to resolve the Coverage Disputes among the Diocese, the Parishes, Continental, and certain other insurers;

WHEREAS, the Diocese, the Parishes, and Continental, 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 Settlement Agreement, the Diocese and the Parishes intend to provide Continental with the broadest possible release of all Survivor Claims, including all Unknown Survivor Claims and Late-Filed Survivor Claims that arose prior to the Plan Effective Date;

WHEREAS, through this Settlement Agreement, the Diocese, Parishes, and Continental also wish to effect a sale of the Continental Policies by the Diocese and the Parishes to Continental pursuant to 11 U.S.C. § 363(b), (f), and (m) and to provide Continental with the broadest possible release and buyback with respect to the Continental Policies, resulting in Continental having no obligations now, or in the future, to the Diocese, the Parishes, or any of their creditors; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Settlement Agreement, the sufficiency of which is hereby

¹ All capitalized terms are defined in Article I of this Settlement Agreement.

acknowledged, and intending to be legally bound subject to the approval of the Bankruptcy Court, the Parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in the Bankruptcy Code.

1.1 “Abuse” means any (a) actual or alleged act of sexual conduct, misconduct, abuse, or molestation; including any actual or alleged “sexual abuse” as that phrase is defined in Minn. Stat. § 541.071(1) or any other sexually related act, contact, or interaction; indecent assault and/or battery; rape; lascivious behavior; undue familiarity; pedophilia; or ephebophilia; (b) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a non-consenting adult and another adult; or (c) assault; battery; corporal punishment; or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation;. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

1.2 “Approval Motion” means the motion filed in the Chapter 11 Case seeking approval of this Settlement Agreement and authorization for the Parties to enter into, and perform pursuant to, this Settlement Agreement, including the transactions contemplated in this Settlement Agreement.

1.3 “Approval Order” means the order granting the Approval Motion and providing the relief described in Section 2.1 of this Settlement Agreement in form and substance acceptable to the Parties.

1.4 “Archdiocese” means the Archdiocese of St. Paul and Minneapolis.

1.5 “Bankruptcy Code” means Title 11 of the United States Code.

1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Minnesota, or such other court of competent jurisdiction which properly exercises jurisdiction over part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding, to the extent that the reference of part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding is withdrawn.

1.7 “Bankruptcy Orders” means, collectively, the Approval Order, Procedures Order, and the Confirmation Order.

1.8 “Channeled Claim” means any Survivor Claim, Related Insurance Claim, Medicare Claim, Extra-Contractual Claim, or other Claim against any of the Protected Parties or Continental to the extent such Claim arises from the same injury or damages asserted as a Survivor Claim against any of the Protected Parties or Continental, that directly or indirectly arises out of, relates to, or is in connection with such Survivor Claim or other Claim covered by the Channeling Injunction or Supplemental Settling Insurer Injunction; provided, however, that the term “Channeled Claims” shall not include any Claim against (a) an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim with respect to that Survivor Claim; or (b) any religious order, diocese (other than the Diocese itself), or archdiocese (including the Archdiocese).

1.9 “Channeling Injunction” means an injunction in substantially the form attached as Exhibit A to this Settlement Agreement and contained in Section 13.7 of the Plan, with only such modifications as are acceptable to the Parties, pursuant to Section 105 of the Bankruptcy Code.

1.10 “Chapter 11 Case” means the Diocese’s pending case under the Bankruptcy Code, captioned as *In re The Diocese of New Ulm*, case no. 17-3060.

1.11 “Claim” has the meaning ascribed in 11 U.S.C. § 101(5).

1.12 “Claim Filing Deadline” means July 10, 2017.

1.13 “Conditional Payment” means any payment made to a Survivor Claimant under the MMSEA, including any payment by a MAO under the MSPA.

1.14 “Confirmation Order” means the Bankruptcy Court’s order confirming the Plan and providing the relief described in Section 2.3 of this Settlement Agreement in form and substance acceptable to the Parties.

1.15 “Continental” means, collectively, the Continental Casualty Company, the American Casualty Company of Reading, Pennsylvania, and (a) each of its past, present, and future parents, subsidiaries, affiliates, and divisions, (b) each of its respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies, (c) each of its respective past, present, and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claim handling administrators, and (d) each of its respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with it.

1.16 “Continental Policies” means all known and unknown binders, certificates, or policies of insurance in effect before the Settlement Agreement Effective Date that were issued, or allegedly issued, by Continental to any of the Diocese and Parishes and that actually,

allegedly, or might afford coverage with respect to any Survivor Claim. “Continental Policies” do not include any binder, certificate, or policy of insurance that was issued to any archdiocese, including the Archdiocese, any diocese other than the Diocese, any religious order, or other Entity besides the Diocese or Parishes, as the first or primary named insured and that also provides coverage to the Diocese or Parishes as additional insureds or additional named insureds.

1.17 “Coverage Disputes” means certain disputes that have arisen and/or may arise in the future concerning Continental’s position regarding the nature and scope of its responsibilities, if any, to provide insurance coverage to the Diocese, the Parishes, or the Protected Parties under the Continental Policies in connection with the Survivor Claims.

1.18 “Covered Non-Survivor Claim” means any Claim, other than Survivor Claims, Related Insurance Claims, or Medicare Claims, for which the Diocese, a Parish, or an Other Insured Entity would otherwise have coverage under the Continental Policies but for the sale, transfer, or release by the Diocese, Parish, or Other Insured Entity of the Continental Policies in connection with this Settlement Agreement.

1.19 “Diocese” means The Diocese of New Ulm, the debtor in the Chapter 11 Case.

1.20 “Disclosure Statement” means the Disclosure Statement for the Plan, as may be further revised, modified, or amended.

1.21 “Entity” has the meaning ascribed in 11 U.S.C. § 101(15).

1.22 “Extra-Contractual Claim” means any Claim against Continental based, in whole or in part, on allegations that Continental 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 (a) alleged bad faith, (b) failure to act in good faith, (c) violation of any express or implied duty of good faith and fair dealing, (d) violation of any unfair claims practices act or similar statute, regulation, or code, (e) any type of alleged misconduct, or (f) any other alleged act or omission of Continental of any type for which the claimant seeks relief other than coverage or benefits under the Continental Policies. “Extra-Contractual Claims” include (a) any Claim that directly or indirectly arises out of, relates to, or is in connection with Continental’s handling of any Claim or any request for insurance coverage, including any request for coverage for any Claim, including any Survivor Claim; (b) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with the Continental Policies and any duties arising therefrom, including any duty to defend the Diocese, the Parishes, or other Protected Parties against any Survivor Claims; and (c) the conduct of the Parties with respect to the negotiation of, entry into, and efforts to obtain approval of this Settlement Agreement.

1.23 “Filing Date” means March 3, 2017.

1.24 “Interests” means all liens, Claims, encumbrances, and other rights of any nature, whether at law or in equity, including any claims to coverage or the proceeds of the Continental Policies and any rights of contribution, indemnity, defense, subrogation, or similar relief.

1.25 “Insurance Coverage Adversary Proceeding” means the adversary proceeding commenced by the Diocese before the Bankruptcy Court on March 6, 2017, captioned as *The Diocese of New Ulm v. Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, Lamorak Insurance Company, Catholic Mutual Relief Society of America, Maryland Casualty Company, and Fireman’s Fund Insurance Company*, case no. 17-03028.

1.26 “Known Survivor Claim” means a Survivor Claim for which a proof of claim was filed on or before the Claim Filing Deadline.

1.27 “Known Survivor Claimant” means the holder of a Known Survivor Claim.

1.28 “Late-Filed Survivor Claim” means a Survivor Claim, that is neither a Known Survivor Claim nor an Unknown Survivor Claim.

1.29 “Late-Filed Survivor Claimant” means the holder of a Late-Filed Survivor Claim.

1.30 “MAO” means Medicare Advantage Organizations under parts C & D of the MMSEA.

1.31 “Medicare Claim” means any and all Claims relating to Survivor Claims by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Survivor Claimants who recover or receive any distribution from the Trust and Claims relating to reporting obligations.

1.32 “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.

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

1.34 “Non-Appealable Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and is final and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired and as to which no appeal, petition for certiorari, or

other proceedings for re-argument or rehearing shall then be pending or as to which, if such an appeal, writ of certiorari, review, re-argument, or rehearing has been sought, (a) appeal, certiorari, review, re-argument, or rehearing has been denied or dismissed and the time to take any further appeal or petition for certiorari, review, re-argument, or rehearing has expired; or (b) such order has been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard, or that granted certiorari, and the time to take any further appeal or petition for certiorari, review, re-argument, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Non-Appealable Order.”

1.35 “Other Insured Entities” means those Entities listed on Exhibit E that are insured or covered or allegedly insured or covered under the Continental Policies that were issued or allegedly issued to the Diocese, but only with respect to Survivor Claims based on alleged Abuse that occurred during the effective periods of the Continental Policies and that would be covered or alleged to be covered under the Continental Policies but for the Settlement Agreement. Notwithstanding the foregoing, the term “Other Insured Entities” does not include the Diocese or the Parishes. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not an Other Insured Entity. No religious order, archdiocese (including the Archdiocese), or diocese (other than the Diocese itself), is an Other Insured Entity.

1.36 “Parishes” means all the parishes and Catholic schools identified on Exhibit B.

1.37 “Parties” means the Diocese, the Parishes, and Continental.

1.38 “Person” has the meaning ascribed in 11 U.S.C. § 101(41).

1.39 “Plan” means the Joint Chapter 11 Plan of Reorganization as revised, modified, or amended.

1.40 “Plan Effective Date” means the date on which the conditions of the Plan have been satisfied.

1.41 “Post-Effective Date Unknown Survivor Claim” means any Survivor Claim that was neither filed, nor deemed filed by the Plan Effective Date, and is held by (a) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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); (b) an individual who experienced Abuse prior to and including the Plan Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (c) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable

statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

1.42 “Pre-Effective Date Unknown Survivor Claim” means any Survivor Claim for which a Proof of Claim was filed prior to the Plan Effective Date, but such Proof of Claim was neither filed nor deemed filed by the Claim Filing Deadline, and is held by (a) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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); (b) an individual who experienced Abuse prior to and including the Plan Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (c) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

1.43 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan and providing the relief described in Section 2.5 of this Settlement Agreement in form and substance acceptable to the Parties.

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

1.45 “Protected Parties” means any of (a) the Diocese; (b) the Parishes; (c) Other Insured Entities (as set forth in the definition of the “Other Insured Entities,” “Other Insured Entities” are Protected Parties only as to certain Claims, including only certain Survivor Claims); (d) each of the foregoing Entities’ respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; (e) each of the foregoing Entities’ respective predecessors, successors and assigns; and (f) solely to the extent of and in their capacity as such, any and all of the foregoing Entities’ respective past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or Persons bound by monastic vows, volunteers, agents, attorneys, and representatives, in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of the Diocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not a Protected Party. No religious order, archdiocese (including the Archdiocese), or diocese (other than the Diocese itself), is a Protected Party.

1.46 “Related Insurance Claim” means (a) any Claim by any Entity against any Protected Party or Continental, including an Extra-Contractual Claim or the reimbursement obligation for a Medicare Claim, that, directly or indirectly, arises from, relates to, or is in

connection with a Survivor Claim, including any such Claim for defense, indemnity, contribution, subrogation, or similar relief or any direct action or Claim, including an action or Claim under Minn. Stat. § 60A.08, subd. 8 and (b) any Extra-Contractual Claim that, directly or indirectly, arises out of, relates to, or is in connection with Continental's handling of any Survivor Claim.

1.47 “Reorganized Debtor” means the Diocese, from and after the Plan Effective Date.

1.48 “Settlement Agreement” means this Settlement Agreement, Release, and Policy Buyback as revised, modified, or amended.

1.49 “Settlement Agreement Effective Date” means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.1 are satisfied.

1.50 “Settlement Amount” means the sum of \$10,200,000 to be paid to the Trust by Continental after the Settlement Agreement Effective Date pursuant to Section 3.3.

1.51 “Solicitation Procedures Motion” means the motion filed in the Chapter 11 Case seeking approval of certain solicitation procedures in connection with voting on the Plan.

1.52 “Supplemental Settling Insurer Injunction” means an injunction in substantially the form attached as Exhibit C to this Settlement Agreement with only such modifications as are acceptable to the Parties, pursuant to Sections 105(a) and 363 of the Bankruptcy Code.

1.53 “Survivor Claim” means any Claim against any of the Protected Parties or Continental 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 Plan 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 tort-based theory; any fraud-based theory, including fraud, fraud in the inducement, misrepresentation, concealment, and unfair practice; 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, Continental, or any other Entity 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 Chapter 11 Case. For the avoidance of doubt, the term “Survivor Claim” includes any and all Known Survivor Claims, Unknown Survivor Claims, and Late-Filed Survivor Claims.

1.54 “Survivor Claimant” means the holder of a Survivor Claim.

1.55 “Trust” means the trust created for the benefit of Survivor Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

1.56 “Trust Agreement” 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.

1.57 “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.

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

1.59 “Unknown Survivor Claim” means Pre-Effective Date Unknown Survivor Claim and Post-Effective Date Unknown Survivor Claim.

1.60 “Unknown Survivor Claimant” means the holder of an Unknown Survivor Claim.

The Exhibits to the Settlement Agreement include the following:

Exhibit A	Channeling Injunction
Exhibit B	List of Parishes
Exhibit C	Supplemental Settling Insurer Injunction
Exhibit D	Confirmation Order
Exhibit E	List of Other Insured Entities
Exhibit F	Solicitation Procedures Motion
Exhibit G	[Reserved]
Exhibit H	[Reserved]
Exhibit I	Exculpation Provisions

ARTICLE II
THE CHAPTER 11 CASE AND PLAN

2.1 Approval Motion. The Diocese shall promptly file the Approval Motion in form and substance acceptable to the Parties.

2.1.1 The Diocese shall provide written notice of the Approval Motion to (a) all Known Survivor Claimants, (b) counsel for the UCC, (c) all Entities who have filed notices of appearance in the Chapter 11 Case, and (d) all Entities known to have provided general or professional liability insurance or coverage to the Diocese, the Parishes, or the other Protected Parties. The Diocese shall serve the Approval Motion on all Entities identified above at the address shown on their proofs of claim or to their counsel of

record or, if no proof of claim was filed, then at the address on the Diocese's schedules. The Diocese shall also serve the Approval Motion on the attorney for each Known Survivor Claimant. To the extent the Diocese knows of, or may ascertain after reasonable investigation, the identity of Survivor Claimants that are not Known Survivor Claimants, including Pre-Effective Date Unknown Survivor Claimants, the Diocese shall serve the Approval Motion on those Survivor Claimants and their counsel of record. The Diocese shall also serve the Approval Motion on any and all co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Survivor Claimants at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant.

2.1.2 If any Entity files an objection to the Approval Motion, the Diocese shall consult and cooperate with the Parishes, UCC, and Continental and take all reasonable steps to respond to the objection and argue in favor of the Approval Motion before the Bankruptcy Court.

2.1.3 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order.

2.1.4 Continental and the Parishes shall cooperate with the Diocese with respect to the Approval Motion and any proceedings on appeal from entry of the Approval Order, including making all appropriate submissions.

2.2 Plan. The Diocese shall file the Plan, including all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not deprive Continental of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of Continental under this Settlement Agreement. The Plan shall include, without limitation, the following provisions:

2.2.1 The Plan shall create a Trust, which shall be responsible for making any and all payments to Survivor Claimants entitled to receive payments under the Plan. The Settlement Amount shall be contributed to the Trust pursuant to the conditions of Section 3.1 of this Settlement Agreement.

2.2.2 The Plan shall provide that, on the Plan Effective Date, the Trust shall assume all liability, if any, of the Protected Parties and Continental for Channeled Claims. The Trust shall have the right and obligation to defend, resolve, and satisfy the Survivor Claims with respect to any liability of the Protected Parties and Continental and shall assume any obligations relating to Medicare Claims. All payment obligations to a Survivor Claimant shall be funded from the assets of the Trust, and the Trustee shall be the fiduciary and/or administrator as that term is defined in the MMSEA.

2.2.3 The Plan shall provide that the Trust shall defend, indemnify, and hold harmless the Protected Parties and Continental from any Medicare Claims, including any reporting and payment obligations and obligations owing or potentially owing under MMSEA or MSPA, and any other Medicare Claims arising from the Plan, the Trust Documents, and the Plan Documents. The Trust shall not be obligated to create a reserve for this potential obligation.

2.2.4 The Plan shall include the Channeling Injunction in substantially the form and substance in Exhibit A, with only such modifications that are acceptable to the Parties.

2.2.5 The Plan shall include that the Trust shall defend, indemnify, and hold harmless Continental with respect to all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless Continental with respect to any Survivor Claim and other claims released under Section 4.1 of this Settlement Agreement, subject to any limitations contained in Section 7.2 of this Settlement Agreement.

2.2.6 The Plan shall include the Supplemental Settling Insurer Injunction in substantially the form and substance in Exhibit C, with only such modifications that are acceptable to the Parties.

2.2.7 The Plan shall include exculpation provisions in substantially the form and substance in Exhibit I, with only such modifications that are acceptable to the Parties.

2.2.8 The Plan shall provide for *Pierringer* releases in favor of the Diocese, Parishes, and Continental from all holders of Survivor Claims as a condition for receiving a payment from the Trust, in form and substance satisfactory to the Parties.

2.2.9 The Plan shall provide for releases by the Diocese and the Parishes on behalf of themselves and their Protected Parties in favor of Continental with respect to the Channeled Claims.

2.2.10 The Plan shall incorporate the Settlement Agreement by reference and make the Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that the Settlement Agreement is binding on Continental, the Trust, the Diocese, the Parishes, the other Protected Parties, the Reorganized Debtor, the UCC, parties in interest in the Chapter 11 Case, and any of the foregoing Entities' successors and assigns.

2.3 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.3.1 The Confirmation Order shall be substantially in form and substance as the Confirmation Order attached as Exhibit D. For the avoidance of doubt, the Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction, (c) contain the Supplemental Settling Insurer Injunction, and (d) approve the form of releases to be provided by holders of Survivor Claims, and (e) provide that this Settlement Agreement is binding on Continental, the Trust, the Diocese, the Reorganized Debtor, the Parishes, the other Protected Parties, the UCC, the parties in interest in the Chapter 11 Case, and any of the foregoing Entities' successors and assigns.

2.3.2 The Plan and the Confirmation Order shall be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to Continental.

2.3.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded Continental under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

2.3.4 Prior to entry of the Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Survivor Claim. If the Bankruptcy Court lifts the stay as to any Survivor Claim prior to entry of the Confirmation Order, the Diocese shall defend itself against the Survivor Claim and comply with the terms of the stay relief order. If the Diocese fails to defend that Survivor Claim, then Continental shall have the right, but not the duty, to defend and/or indemnify the Diocese and its Protected Parties against the Survivor Claim and any fees, expenses, and costs incurred by Continental shall be deducted from the Settlement Amount. In such event, the Diocese shall cooperate with Continental in the defense and/or indemnification of such Survivor Claims.

2.4 Insurance Coverage Adversary Proceeding. The Parties shall cease all litigation activities against each other in the Insurance Coverage Adversary Proceeding; provided, however, that each Party may take whatever steps that, in its sole judgment, are necessary to defend its Interests as long as it remains a party in the Insurance Coverage Adversary Proceeding.

2.4.1 The Diocese shall use its reasonable efforts to obtain the dismissal of other Claims, if any, against Continental by any other insurer in the Insurance Coverage Adversary Proceeding.

2.4.2 The Parties covenant not to sue each other until (a) the Bankruptcy Orders become Non-Appealable Orders, at which time this covenant is superseded by the releases provided in Article IV of this Settlement Agreement or (b) the date on which this Settlement Agreement is terminated. As of the Settlement Agreement Effective Date, the Protected Parties (a) shall withdraw all outstanding tenders of Claims to Continental for defense and indemnity, (b) shall not tender any Claims to Continental, and (c) shall not request that Continental fund any judgments, settlements, or defense costs.

2.5 Solicitation Procedures Motion. In connection with the filing of the Plan and the Disclosure Statement, the Diocese shall file the Solicitation Procedures Motion. The Solicitation Procedures Motion shall seek approval of (a) the adequacy of the Disclosure Statement, (b) the content and form of the confirmation hearing notice, (c) the content and form of the ballots for classes eligible to vote under the Plan, (d) the procedures for voting to accept or reject the Plan, (e) the voting deadline, (f) the tabulation procedures, and (g) the publication notice and publication procedures. The Diocese shall seek entry of the Procedures Order in substantially the same form and substance as Exhibit F attached to this Settlement Agreement, with only such modifications that are acceptable to the Parties.

2.6 Claim Treatment. Continental shall have no obligation to pay, handle, object to, or otherwise respond to any Claim, unless this Settlement Agreement is terminated.

**ARTICLE III
PAYMENT OF THE SETTLEMENT AMOUNT AND DISMISSAL OF
INSURANCE COVERAGE ADVERSARY PROCEEDING**

3.1 Conditions Precedent. The Settlement Agreement shall become effective and binding on the Parties and Continental shall pay the Settlement Amount to the Trust, only after the following conditions have first been satisfied:

3.1.1 The Settlement Agreement has been executed by all Parties in form and substance acceptable to the Parties;

3.1.2 The Bankruptcy Court has entered the Approval Order, granting the Approval Motion in its entirety, and the Approval Order becomes a Non-Appealable Order;

3.1.3 The Bankruptcy Court has entered the Procedures Order, granting the Solicitation Procedures Motion in its entirety, and the Procedures Order becomes a Non-Appealable Order; and

3.1.4 The Bankruptcy Court has entered the Confirmation Order, approving the Plan consistent with the terms of the Settlement Agreement, including approving the Channeling Injunction, Supplemental Settling Insurer Injunction, and the releases in favor

of the Protected Parties and Continental, and the Confirmation Order becomes a Non-Appealable Order.

3.2 Notice of the Settlement Agreement Effective Date. Within three days after all of the conditions precedent contained in Section 3.1 are satisfied, the Diocese shall provide the Parties with notice of the Settlement Agreement Effective Date.

3.3 Payment of Settlement Amount. In full and final settlement of (a) all responsibilities for any and all Survivor Claims that occurred or may have arisen prior to the Plan Effective Date and (b) in consideration of the sale of the Continental Policies free and clear of all Claims and Interests of any Person, Continental shall pay the Settlement Amount within 30 days after receiving notice of the Settlement Agreement Effective Date and directions as to transmission of the payment. Continental shall have the option to pay the Settlement Amount by check or wire transfer.

3.3.1 The Parties agree that the Settlement Amount is the total amount Continental is obligated to pay on account of (a) any and all Claims, including all Survivor Claims, Channeled Claims, reimbursement obligations for Medicare Claims, and Related Insurance Claims, that arise under, arise out of, relate to, or are in connection with the Continental Policies, and (b) any and all Claims and Interests, whether known or unknown, past, present, or future, that arise under, arise out of, relate to, or are in connection with the Continental Policies.

3.3.2 The Parties further agree that (a) under no circumstance will Continental ever be obligated to make any additional payments in excess of the Settlement Amount to, or on behalf of, anyone in connection with any Survivor Claims, including any Channeled Claims and any Related Insurance Claims, covered or allegedly covered under the Continental Policies, (b) under no circumstance shall Continental ever be obligated to make any additional payments to, or on behalf of, the Diocese or any Survivor Claimants in connection with any coverage under any of the Continental Policies, with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Survivor Claims or Channeled Claims, and, regardless of how the Continental Policies identify or describe the limits of liability under the Continental Policies, all such limits, including all per person, per occurrence, per claim, and aggregate limits, shall be deemed fully and properly exhausted.

3.3.3 The Parties agree and jointly represent that (a) the consideration to be provided by Continental pursuant to this Settlement Agreement (including the Settlement Amount and the releases set forth below) constitutes fair and reasonable exchanges for consideration granted to Continental in this Settlement Agreement and (b) the consideration to be provided by the Diocese and the Parishes pursuant to this Settlement Agreement (including the releases set forth below) constitutes a fair and reasonable

exchange for the consideration granted to the Diocese, the Parishes, and their respective Protected Parties in this Settlement Agreement (including the Settlement Amount). Continental is not acting as a volunteer in paying the Settlement Amount, and Continental's payment of the Settlement Amount reflects potential liabilities and obligations to the Diocese, the Parishes, and their respective Protected Parties of amounts Continental allegedly is obligated to pay on account of any and all Claims.

3.4 Insurance Coverage Adversary Proceeding. Within 10 days after Continental pays the Settlement Amount to the Trust, the Diocese shall sign and file any necessary papers to dismiss the Insurance Coverage Adversary Proceeding as to Continental with prejudice and with each party to bear its own costs. To the extent any other pending action exists between the Parties in connection with the Coverage Disputes, the Diocese shall dismiss those pending actions with prejudice and with each party to bear its own costs within 10 days after Continental pays the Settlement Amount to the Trust.

ARTICLE IV RELEASES AND SALE FREE AND CLEAR

4.1 Diocese's and Parishes' Release of Continental. Upon payment by Continental of the Settlement Amount to the Trust, the Diocese and the Parishes, for themselves and their respective Protected Parties, hereby fully, finally, and completely release, remise, acquit, and forever discharge Continental and any of its reinsurers or retrocessionaires from any and all past, present, future, known, and unknown Claims that occurred or may have arisen prior to the Plan Effective Date and that directly or indirectly arise out of, relate to, or are in connection with (a) the Continental Policies, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by Continental to the Diocese or the Parishes, (c) the Survivor Claims covered or allegedly covered under the Continental Policies, (d) the Channeled Claims, (e) the Related Insurance Claims, (f) the reimbursement obligations for Medicare Claims, and (g) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case. For the avoidance of doubt, the release of any Claims by Other Insured Entities extends only to Claims for which the Other Insured Entities qualify as Other Insured Entities and Protected Parties under the Plan.

4.2 Continental's Release of Diocese and Parishes. Upon payment by Continental of the Settlement Amount, Continental hereby fully, finally, and completely remises, releases, acquits, and forever discharges the Diocese, the Parishes, and their respective Protected Parties, from any and all past, present, future, known, and unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of, relate to, or are in connection with (a) the Continental Policies, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by Continental to the Diocese or the Parishes, (c) the Survivor Claims covered or allegedly covered under the Continental Policies, (d) the Channeled Claims, (e) the Related Insurance Claims, (f) the reimbursement obligations for Medicare

Claims, and (g) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case.

4.3 General Release Provisions.

4.3.1 Unless otherwise provided in the Plan, the releases contained in this Article IV shall be pursuant to the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963), and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). This Settlement Agreement in no way releases any Claims held by Survivor Claimants against religious orders and all Entities who are not Protected Parties, who will remain severally liable on any Claims.

4.3.2 From and after the Settlement Agreement Effective Date, the Diocese and its Protected Parties shall not assert any Claim against Continental with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or indirectly arises out of, relates to, or is in connection with the Continental Policies, including (a) any Survivor Claim, including any Unknown Survivor Claim or Late-Filed Survivor Claim, that occurred or may have arisen prior to the Plan Effective Date, including any such Survivor Claim that arises under or relates to any other binder, certificate, or policy of insurance issued or allegedly issued by Continental to the Diocese or the Parishes, (b) any Channeled Claim, (c) any Related Insurance Claim, and/or (d) any other matter released pursuant to Article IV of this Settlement Agreement.

4.3.3 From and after the Settlement Agreement Effective Date, the Parishes and their respective Protected Parties shall not assert any Claim against Continental with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or indirectly arises out of, relates to, or is in connection with the Continental Policies, including (a) any Survivor Claim, including any Unknown Survivor Claim or Late-Filed Survivor Claim, that occurred or may have arisen prior to the Plan Effective Date, including any such Survivor Claim that arises under or relates to any other binder, certificate, or policy of insurance issued or allegedly issued by Continental to the Diocese or the Parishes, (b) any Channeled Claim, (c) any Related Insurance Claim, and/or (d) any other matter released pursuant to Article IV of this Settlement Agreement.

4.4 Buy Back of Continental Policies. As set forth in the Approval Order, after the Settlement Agreement Effective Date and after payment of the Settlement Amount to the Trust, Continental shall have the benefit of a policy buy back of the Continental Policies free and clear of all Interests of all Persons, including all Interests of the Diocese and the Parishes, any other Person claiming coverage by, through, or on behalf of the Diocese and the Parishes, any other insurer, and any Survivor Claimant. This sale is pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code. The Parties acknowledge and agree that (a) Continental is a good faith purchaser of the Continental Policies within the meaning of section 363(m) of the Bankruptcy

Code and (b) the consideration exchanged constitutes a fair and reasonable settlement of the Parties' disputes and of their respective rights and obligations relating to the Continental Policies and constitutes reasonably equivalent value, and (c) the releases in this Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws.

4.5 Termination of the Continental Policies. After the Settlement Agreement Effective Date and Continental buys back the Continental Policies, the Continental Policies shall be terminated and of no further force and effect. Continental's payment of the Settlement Amount shall constitute Continental's full and complete performance of any and all obligations under the Continental Policies, including any performance owed to the Parishes, and exhausts all limits of liability of the Continental Policies. All Interests the Parishes may have had, may presently have, or in the future may have in the Continental Policies shall be released. The Diocese and the Parishes accept Continental's payment of the Settlement Amount pursuant to Section 3.3 of the Settlement Agreement, in full and complete satisfaction of all of Continental's past, present, and future obligations, including any obligation to the Diocese or the Parishes under the Continental 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 Chapter 11 Case, or otherwise under the Continental Policies.

4.6 Waiver of Surviving Claims. If, contrary to the intent of the Parties, any Claims released pursuant to this Article IV of the Settlement Agreement, including any past, present, or unknown Claims for insurance coverage under the Continental Policies or any other Claim by the Diocese, the Parishes, or their respective Parties against Continental in respect of the Continental Policies, are deemed to survive this Settlement Agreement, even though they are encompassed by the terms of the releases set forth in this Article IV of this Settlement Agreement, the Parties hereby forever, expressly, and irrevocably waive entitlement to and agree not to assert any and all such Claims.

4.7 Comparative Releases. All of the releases and other benefits provided in this Settlement Agreement by the Diocese, the Parishes, and their respective Protected Parties to Continental are at least as favorable as the releases and other benefits that the Diocese has provided to any other one of the Diocese's insurers in the Chapter 11 Case. If the Diocese or the Parishes enter into any agreement with any other insurer in the Chapter 11 Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then this Settlement Agreement shall be deemed to be modified to provide Continental with those more favorable releases and/or benefits. However, the provision at Section 7.2.1 of this Settlement Agreement that the duty to defend, indemnify, and hold harmless Continental does not extend to, and does not include, claims that are, or may be, made against Continental by other insurers shall not be modified. The Diocese shall notify Continental promptly of the existence of such more favorable releases or benefits.

4.8 Reinsurance. Neither the releases set forth in this Article IV nor any other provisions in this Settlement Agreement are intended to apply to, or have any effect on, Continental's right to seek or obtain reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Continental Policies, or any other binder, certificate, or policy of insurance issued, or allegedly issued, by Continental. The Diocese and the Parishes shall undertake all reasonable actions and cooperate with Continental in connection with its reinsurers.

4.9 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

ARTICLE V TERMINATION OF THE SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate its participation in this Settlement Agreement prior to the Settlement Agreement Effective Date if any of the following conditions occur:

5.1.1 The Bankruptcy Orders do not become Non-Appealable Orders within one year from the date on which the Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or acquiesces in the filing of a chapter 11 plan by another Person that is inconsistent with the terms of the Settlement Agreement; or

5.1.3 The Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of the Settlement Agreement by any party, the Settlement Agreement shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Continental Policies as if this Settlement Agreement never existed.

ARTICLE VI REPRESENTATION AND WARRANTIES OF THE PARTIES

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Chapter 11 Case.

6.1.2 This Settlement Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith, pursuant to arm's length negotiations and for value and valuable consideration.

6.1.3 The Parties have completed a reasonable search for evidence of any policies or certificates of insurance issued by Continental to the Diocese and Parishes that would afford coverage with respect to any Survivor Claim. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the schedules or exhibits thereto, shall be construed as, or deemed to be, an admission or evidence that any binder, certificate, or policy was in fact issued and/or affords coverage in connection with the Survivor Claims.

6.2 Representations of Diocese and Parishes. The Diocese and Parishes each represent and warrant as follows:

6.2.1 The Diocese and the Parishes have not assigned, and shall not assign, any Interests in the Continental Policies or any other binder, certificate, or policy of insurance issued by Continental.

6.2.2 The Diocese and the Parishes have not in any way assisted, and shall not in any way assist, any Entity in the establishment of any Claim against Continental.

6.2.3 The Diocese and the Parishes are the owners of the Continental Policies and no other Person has legal title to the Continental Policies.

ARTICLE VII ACTIONS INVOLVING THIRD PARTIES

7.1 Other Insurer Claims. For purposes of supporting the releases granted in Article IV and the extinguishment of any and all rights under the Continental Policies, the Diocese and Parishes hereby agree as follows:

7.1.1 After the Settlement Agreement Effective Date, if any other insurer of the Diocese, the Parishes, or their respective Protected Parties obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from Continental as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for Continental's alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense and/or indemnity obligation of Continental for any Claims released or resolved pursuant to this Settlement Agreement, the Diocese, Parishes, or Trust, as applicable, shall voluntarily reduce its judgment or Claim against, or settlement with, such other insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against Continental. To ensure that such a reduction is accomplished, Continental shall be entitled to assert this Article VII as a

defense to any action or Claim against it brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect Continental from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Continental, such Claim may be asserted as a defense against a Claim by the Diocese, Parish, or Trust, as applicable, in any coverage litigation, and the Diocese, Parish, or Trust, as applicable, may assert the legal and equitable rights of Continental in response thereto. To the extent such a Claim is determined to be valid by the court or appropriate tribunal presiding over such action, the liability of such other insurer to the Diocese, Parish, or Trust, as applicable, shall be reduced dollar for dollar by the amount so determined.

7.1.2 Continental shall not seek reimbursement (other than from a reinsurer or retrocessionaire, as such) for any payments it was obligated to make under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other insurer of the Diocese or Parishes unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from Continental. The Diocese and Parishes shall use their respective reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Article VII.

7.2 Indemnification. After the Settlement Agreement Effective Date and the Plan Effective Date, pursuant to the terms of the Plan, the Trust shall defend, indemnify, and hold harmless Continental with respect to any and all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Diocese (both as debtor-in-possession and the Reorganized Debtor) and the Parishes shall defend, indemnify, and hold harmless Continental with respect to any and all Claims released under Section 4.1 of this Agreement, including all Survivor Claims. The Diocese (both as debtor-in-possession and the Reorganized Debtor) shall defend, indemnify, and hold harmless Continental with respect to any and all Channeled Claims, Covered Non-Survivor Claims, Related Insurance Claims, and any released Claims that are not Survivor Claims, Related Insurance Claims, or Medicare Claims, as well as any Claims that would have been Claims of Other Insured Entities if such Entities were listed on Exhibit E.

7.2.1 These indemnification obligations of the Trust and the Reorganized Debtor to Continental includes Survivor Claims made by Entities over whom the Diocese or Parishes do not have control, including any other Entity who asserts Survivor Claims against or rights to coverage under the Continental Policies. The obligation of the Trust or Reorganized Debtor to indemnify Continental shall not exceed the Settlement Amount. The duty to defend, indemnify, and hold harmless Continental does not extend to or include Claims that are, or may be, made against Continental by other insurers.

7.2.2 Continental may, but is not obligated to, undertake the defense of any Claim upon receipt of such Claim without affecting such indemnification obligations. Continental agrees to notify the Trust or Reorganized Debtor, as applicable, as soon as practicable of any Claims identified in Section 7.2 of this Settlement Agreement and of their choice of counsel. Continental's defense of any Claims shall have no effect on the obligation of the Trust or Reorganized Debtor, as applicable, to indemnify Continental for such Claims and defense fees, costs, and expenses, as set forth in Section 7.2 of this Settlement Agreement.

7.2.3 The Trust or Reorganized Debtor, as applicable, subject to the limitations above regarding the maximum amounts the Trust or Reorganized Debtor must pay, shall reimburse all reasonable attorneys' fees, expenses, costs, and amounts incurred by Continental in defending such Claims. In defense of any such Claims, Continental may settle or otherwise resolve a Claim only with the prior consent of the Trust or Reorganized Debtor, as applicable, which consent shall not be unreasonably withheld. To the extent Section 7.2 of this Settlement Agreement may give rise to pre-Plan Effective Date administrative claims which have not been provided for in the Plan, such claims shall pass through the Plan unimpaired.

7.3 Stay of Prosecution of Channeled Claim. If any Entity attempts to prosecute a Channeled Claim against Continental before the Settlement Agreement Effective Date, then promptly following notice to do so from Continental, the Diocese shall file a motion and supporting papers to obtain an order from the Bankruptcy Court, pursuant to sections 362 and 105(a) of the Bankruptcy Code, protecting Continental from any such Claims until the Bankruptcy Orders become Non-Appealable Orders or, alternatively, this Settlement Agreement is terminated under Article V of this Settlement Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Entity not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

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

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Confirmation Order, the Solicitation Procedures Motion, the Procedures Order, and the Chapter 11 Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

8.4 This Settlement Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

8.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or insurance coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII or (b) any possible action or proceeding between Continental and any of its reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Continental's obligations under any of the Continental Policies or any other binder, certificate, or policy of insurance or any

acknowledgement of coverage issued by Continental with respect to any Claims against Continental.

8.8 None of the Parties shall make any public statements or disclosures (a) regarding each other's rationale or motivation for negotiating or entering into this Settlement Agreement or (b) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Continental Policies or any other binder, certificate, or policy of insurance issued by Continental, including handling of, or involvement in connection with, the Survivor Claims or the resolution of the Survivor Claims.

8.9 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent for the other parties.

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

8.11 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.12 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese:

The Diocese of New Ulm
Attention: Thomas Holzer
Catholic Pastoral Center
1421 6th Street North
New Ulm, MN 56073

with a copy to:

James L. Baillie
Steven R. Kinsella
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
jbaillie@fredlaw.com
skinsella@fredlaw.com

If to Continental:

Lisa Wilson
CNA Environmental & Mass Torts Claims
151 North Franklin Street, 14th Floor
Chicago, IL 60606

with a copy to:

Scott E. Turner
CNA Coverage Litigation Group
151 North Franklin Street, 14th Floor
Chicago, IL 60606
scott.turner@cna.com

David Christian
David Christian Attorneys LLC
105 West Madison Street, 14th Floor
Chicago, IL 60602

If to the Parishes:

David E. Runck
Fafinski Mark & Johnson, P.A.
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
david.runck@fmjlaw.com

8.13 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

8.14 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by Continental that the Diocese, Parishes or any other Entity was or is entitled to any insurance coverage under the Continental Policies or any other binder, certificate, or policy of insurance issued or allegedly issued by Continental or as to the validity of any of the positions that have been or could have been asserted by the Diocese or Parishes, (b) an admission by the Diocese or Parishes as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by Continental or any Claims that have been or could have been asserted by the Diocese or Parishes against Continental, or (c) an admission by the Diocese, Parishes or Continental of any liability whatsoever with respect to any of the Survivor Claims.

8.15 All of the Entities included in the definition of Continental, Protected Parties, and the Trust and Trustee are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.16 The Diocese, Parishes, and Continental shall be responsible for their own fees and costs incurred in connection with the Chapter 11 Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.17 The following rules of construction shall apply to this Settlement Agreement:

8.17.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.17.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.17.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

8.17.4 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.17.5 Requirements that forms of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

8.18 The Bankruptcy Court in the Chapter 11 Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Minnesota law.

8.19 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order, unless this Settlement Agreement is terminated pursuant to Section 5.1 of this Settlement Agreement.

8.20 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date.

[SIGNATURE PAGES TO FOLLOW]

67360877.3

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of The Diocese of New Ulm

By: Msgr. Douglas L. Grams
Rev. Msgr. Douglas L. Grams

Title: Vicar General

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of Continental Casualty Company, the
American Casualty Company of Reading, Pennsylvania**

By: [TO BE SUBMITTED LATER]

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Cathedral of the Holy Trinity, New
Ulm,**

By: Msgr Douglas L Greene

Title: Rector/Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Japanese Martyrs
(Leavenworth), Sleepy Eye**

By: Mrs. Eugene. Lyne.

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady (Manannah),
Grove City,**

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady of the Lakes,
Spicer**

By: Rev. Steven J. Chabalst
Title: PASTOR
Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Our Lady of Victory, Lucan


By: Rev. Frederick Hume

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Ss. Cyril and Methodius,
Taunton**

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Ss. Peter and Paul (Ivanhoe)

By: Fredrick Paul Hubert

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Aloysius, Olivia

By: FR Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anastasia, Hutchinson

By: Paul Shy

Title: Vice President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Andrew, Fairfax

By: Bruno OSB

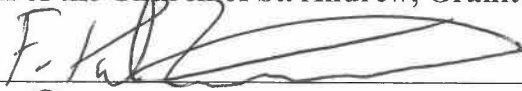
Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the ~~Church~~ of St. Andrew, Granite Falls,

By: 

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anne, Wabasso

By: Past. Anthony Hine

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anthony, Watkins

By: Rev. Dan Wood

Title: Pastor

Date: 2-27-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Boniface, Stewart

By: 

Title: Vice-President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Brendan, Green Isle,

By: F. [Signature]

Title: Parochial Administrator

Date: 2/26/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Bridget, De Graff

By: Fa. Perry Cuara

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Catherine, Redwood Falls,

By: *Rev. Forrest Lewis Hemen*

Title: *Pastor*

Date: *2-27-20*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Clara, Clara City

By: fr. Paul [Signature]

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

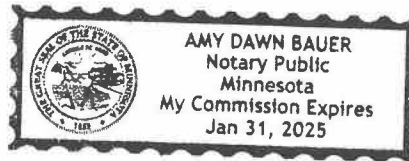
**On behalf of the Church of St. Clotilde (Green Valley),
Marshall,**

By: *Fr. Marked byff*

Title: *Pastor*

Date: *Feb. 24, 2020*

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Dionysius, Tyler

By: Frederick Huberty

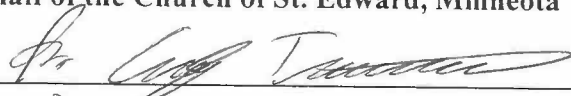
Title: Pastor

Date: 2-24-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Edward, Minneota

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Eloi, Ghent,

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Francis, Benson

By: Fr. Jeremy Cleary

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Francis de Sales,
Winthrop**

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Genevieve, Lake Benton

By: Fredrick Arnold Hulbert

Title: Pastor

Date: 2-24-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. George, New Ulm

By: Msgr. Douglas L. Gams

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Gertrude, Litchfield

By: Rev. Jeffrey P. Horejci

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Gregory the Great,
Lafayette**

By: Msgr Douglas L. Grime

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Dawson

By: 

Title: Pastor

Date: 7-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Nassau

By: *Sarah Bin Oates*

Title: *Pastor*

Date: *July 26 2020*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Appleton

By: Fr. Jimmy Rivera

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Darwin

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Morton

By: Rev Fr. Anthony Hesse

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Ortonville

By: *Sadu Bin Oshid*

Title: *Pastor*

Date: *July 26 2020*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. John (Faxon), Belle
Plaine**

By: Rev. Samuel Perez

Title: Pastor -

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Hector

By: Fr Joseph A Steinbeissen

Title: PASTOR

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John Cantius, Wilno

By: Father Ronald Hulbert

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. John the Baptist
(Searles), New Ulm**

By: Msgr Douglas J. Gamm

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Henderson,

By: Rev. Samuel Perez

Title: Pastor

Date: 02 - 25 - 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Lambertton

By: Fr. Philip Schoteko

Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Montevideo

By: _____

A handwritten signature in black ink, appearing to be "F. J. ...", written over a horizontal line.

Title: _____

Pastor

Date: _____

2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Clements

By: Msgr. Eugene A. Loyola

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Joseph (Rosen),
Bellingham**

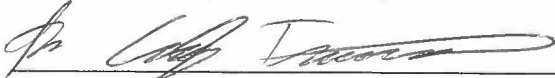
By: Sasha Tim Oat

Title: Pastor

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Leo, Saint Leo

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Malachy, Clontarf

By: Fr. Henry Keenan

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Arlington

By: Fr. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Bird Island

By: Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Cottonwood

By: Rev. Matt Quiring

Title: Parochial Administrator

Date: 2-24-20



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, New Ulm

By: Mrs. Douglas L. Grams

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Sleepy Eye

By: Msgr. Stephen J. Lepore

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

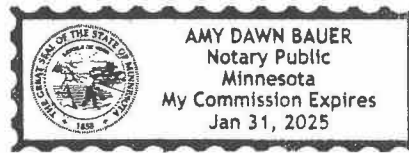
On behalf of the Church of St. Mary, Tracy

By: Fr. Menck Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Willmar

By: Rev. Steven J. Unholt

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Beardsley

By: Sarah Bin Osh

Title: Paste

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Seaforth

By: Rev. Fr. Anthony J. Huser

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mathias, Wanda

By: Rev. Fr. Anthony Hum

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Gaylord,

By: F. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Madison,

By: Sachin Bin W Oestel

Title: Pastor

Date: Feb 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

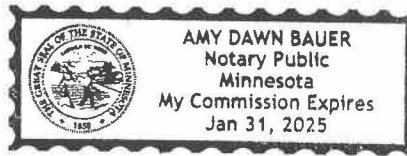
On behalf of the Church of St. Michael, Milroy

By: A. Mansuetti

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Morgan

By: Msgr. Eugene J. Lajinski

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Patrick, Kandiyohi

By: Rev. Steven J. Usherst

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Comfrey

By: Msgr. Eugene J. Lynch

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Nicollet

By: Dennis C. Labat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

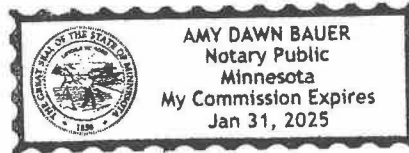
On behalf of the Church of St. Paul, Walnut Grove

By: *Tr. Mark Saiffel*

Title: *Pastor*

Date: *Feb 24, 2020*

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Saint Peter

By: Dennis C. Labat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Canby

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Philip, Litchfield,

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Pius X, Glencoe,

By: Rev. Anthony J. [Signature]

Title: Pastor - vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Raphael, Springfield

By: Fr Philip Schoteko

Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Thomas More, Lake Lillian

By: Rev. Steven J. Deibel

Title: PASTOR

Date: 2-22-2020



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Willibrord, Gibbon

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Family, Silver Lake

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

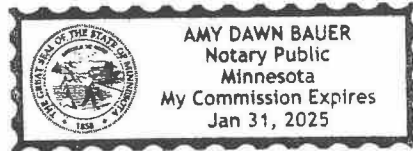
**On behalf of the Church of the Holy Redeemer,
Marshall**

By: J. Mark Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Redeemer, Renville

By: Joseph A Steinbeisser

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, Graceville,

By: Father Ben W Oestlund

Title: Paster

Date: Febry 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, North Mankato

By:

Rev. Paul Wayne Johnson

Title:

Pastor

Date:

March 5, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Trinity, Winsted

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Franklin,

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Murdock

By: Fr. Anthony Ferrara

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of New Ulm Area Catholic Schools

By: Msgr. Douglas L. Grane

Title: Canonical Administrator

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of St. Thomas, Sanborn

By: Fr. Philip Schotzko

Title: Pastor

Date: Feb 23, 2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Oratory of St. Thomas (Jessenland),
Henderson,**

By: Rev. Samuel Peres

Title: Pastor

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of the Visitation, Danvers

By: Fr. Jimmy Rivera

Title: Pastor

Date: 2/25/2020

EXHIBIT A

CHANNELING INJUNCTION PLAN LANGUAGE

In consideration of the undertakings of the Protected Parties and the Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurers, and pursuant to Bankruptcy Code Section 105 and 363:

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. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers, including:

(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 the Settling Insurers or against the property of any of the Protected Parties or the Settling Insurers;

(2) enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or the Settling Insurers;

(3) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurers, or the property of the Protected Parties or the Settling Insurers;

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

A. any obligation due any of the Protected Parties or the Settling Insurers;

B. any of the Protected Parties or the Settling Insurers; or

C. the property of any of the Protected Parties or the Settling Insurers.

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and

(6) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers.

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

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EXHIBIT B**LIST OF PARISHES**

	Parish Entity	Address
1.	Church of St. John	349 E Reuss Ave Appleton, MN 56208-1513
2.	Church of St. Mary	PO Box 392 Arlington, MN 55307-0392
3.	Church of St. Mary (Beardsley)	PO Box 7 Graceville, MN 56240-0007
4.	Church of St. Francis	508 13th St N Benson, MN 56215-1228
5.	Church of St. Mary	PO Box 500 Bird Island, MN 55310-0500
6.	Church of St. Peter (Canby)	408 N. Washington St Minneota, MN 56264-9605
7.	Church of St. Clara (Clara City)	512 Black Oak Ave Montevideo, MN 56265-1874
8.	Church of St. Joseph (Clements)	PO Box 459 Morgan, MN 56266-0459
9.	Church of St. Malachy (Clontarf)	508 13th St N Benson, MN 56215-1228
10.	Church of St. Paul	PO Box 277 Comfrey, MN 56019-0277
11.	Church of St. Mary	PO Box 228 Cottonwood, MN 56229-0228
12.	Oratory of the Visitation	508 13th St N Benson, MN 56215-1228
13.	Church of St. John	106 N 4th St Darwin, MN 55324-6016
14.	Church of St. James (Dawson)	408 N. Washington Minneota, MN 56264-9605
15.	Church of St. Bridget (DeGraff)	508 13th St N Benson, MN 56215-1228
16.	Church of St. Andrew	PO Box C Fairfax, MN 55332-0903
17.	Church of St. Gertrude (Forest City)	821 E 5th St Litchfield, MN 55355-1862
18.	Church of the Sacred Heart	PO Box 175 Franklin, MN 55333-0175
19.	Church of St. Michael	PO Box 357 Gaylord, MN 55334-0357
20.	Church of St. Eloi	409 N Adams St. Minneota, MN 56264
21.	Church of St. Willibrord	PO Box 436 Gibbon, MN 55335-0436
22.	Church of St. Pius X	1014 Knight Ave N Glencoe, MN 55336-2320

	Parish Entity	Address
23.	Church of the Holy Rosary	PO Box 7 Graceville, MN 56240-0007
24.	Church of St. Andrew (Granite Falls)	512 Black Oak Ave Montevideo, MN 56265-1874
25.	Church of St. Brendan	PO Box 85 Green Isle, MN 55338-0085
26.	Church of St. Clotilde (Green Valley)	c/o Holy Redeemer, 503 W. Lyon Street Marshall, MN 56258
27.	Church of St. John (Hector)	PO Box 500 Bird Island, MN 55310-0500
28.	Church of St. Joseph	PO Box 427 Henderson, MN 56044-0427
29.	Church of St. Anastasia	460 Lake St SW Hutchinson, MN 55350-2349
30.	Church of Ss. Peter and Paul (Ivanhoe)	PO Box 310 Tyler, MN 56178-0310
31.	Oratory of St. Thomas (Jessenland)	PO Box 427 Henderson, MN 56044-0427
32.	Church of St. Patrick	713 12th St SW Willmar, MN 56201-3082
33.	Church of St. Gregory the Great	PO Box 5 Lafayette, MN 56054-0005
34.	Church of St. Genevieve (Lake Benton)	PO Box 310 Tyler, MN 56178-0310
35.	Church of St. Thomas More	713 12th St SW Willmar, MN 56201-3082
36.	Church of St. Joseph	PO Box 458 Lamberton, MN 56152-0458
37.	Church of Japanese Martyrs (Leavenworth)	30881 County Road 24 Sleepy Eye, MN 56085-4361
38.	Church of St. Philip	821 E 5th St Litchfield, MN 55355-2263
39.	Church of Our Lady of Victory	PO Box 96 Lucan, MN 56255-0096
40.	Church of St. Michael	412 W 3rd St Madison, MN 56256-1494
41.	Church of Our Lady (Manannah)	57482 Csah 3 Grove City, MN 56243-2103
42.	Church of the Holy Redeemer	503 W Lyon St Marshall, MN 56258-1390
43.	Church of St. Michael	200 Euclid Ave Milroy, MN 56263-1169
44.	Church of St. Edward	408 N Washington St Minneota, MN 56264-9605
45.	Church of St. Joseph	512 Black Oak Ave Montevideo, MN 56265-1874
46.	Church of St. Michael (Morgan)	104 Saint Marys St NW Sleepy Eye, MN 56085-1024

	Parish Entity	Address
47.	Church of St. John	PO Box 88 Morton, MN 56270-0088
48.	Church of the Sacred Heart	PO Box 9 Murdock, MN 56271-0009
49.	Church of St. James (Nassau)	421 Madison Ave Ortonville, MN 56278-1327
50.	Cathedral of the Holy Trinity	605 N State St New Ulm, MN 56073-1866
51.	Church of St. Mary	417 S Minnesota St New Ulm, MN 56073-2120
52.	Church of St. Paul	PO Box 248 Nicollet, MN 56074-0248
53.	Church of the Holy Rosary	525 Grant Ave North Mankato, MN 56003-2939
54.	Church of St. Aloysius	302 S 10th St Olivia, MN 56277-1288
55.	Church of St. John	421 Madison Ave Ortonville, MN 56278-1327
56.	Church of St. Catherine	PO Box 383 Redwood Falls, MN 56283-0383
57.	Church of the Holy Redeemer	PO Box 401 Renville, MN 56284-0401
58.	Church of St. Joseph (Rosen)	421 Madison Ave Ortonville, MN 56278-1327
59.	Church of St. John (Faxon)	PO Box 427 Henderson, MN 56044-0427
60.	Church of St. Leo (St. Leo)	408 N. Washington St. Minneota, MN 56264-9605
61.	Church of St. Peter	1801 W Broadway Ave Saint Peter, MN 56082-1368
62.	Oratory of St. Thomas	PO Box 176 Sanborn, MN 56083-0176
63.	Church of St. Mary (Seaforth)	PO Box 239 Wabasso, MN 56293-0239
64.	Church of St. John the Baptist (Searles)	10475 195th St New Ulm, MN 56073-5216
65.	Church of the Holy Family (Silver Lake)	1014 Knight Ave N Glencoe, MN 55336-2320
66.	Church of St. Mary	636 1st Ave N Sleepy Eye, MN 56085-1004
67.	Church of Our Lady of the Lakes	6680 153rd Ave NE Spicer, MN 56288-9663
68.	Church of St. Raphael	20 W Van Dusen St Springfield, MN 56087-1328
69.	Church of St. Boniface	PO Box 202 Stewart, MN 55385-0202
70.	Church of Ss. Cyril and Methodius	PO Box 368 Taunton, MN 56291-0368

	Parish Entity	Address
71.	Church of St. Mary	249 6th St Tracy, MN 56175-1114
72.	Church of St. Dionysius	PO Box 310 Tyler, MN 56178-0310
73.	Church of St. Anne	PO Box 239 Wabasso, MN 56293-0239
74.	Church of St. Paul	249 6th St Tracy, MN 56175-1114
75.	Church of St. Mathias (Wanda)	PO Box 239 Wabasso, MN 56293-0239
76.	Church of St. Anthony	PO Box 409 Watkins, MN 55389-0409
77.	Church of St. George (West Newton)	63128 388th Ln New Ulm, MN 56073-4613
78.	Church of St. John Cantius (Wilno)	PO Box 310 Tyler, MN 56178-0310
79.	Church of St. Mary	713 12th St SW Willmar, MN 56201-3099
80.	Church of the Holy Trinity	PO Box 9 Winsted, MN 55395-0009
81.	Church of St. Francis de Sales	PO Box 447 Winthrop, MN 55396-0447
82.	New Ulm Area Catholic Schools	514 N. Washington St . New Ulm, MN 56073

EXHIBIT C**SUPPLEMENTAL INJUNCTION PLAN LANGUAGE****1.1 Supplemental Settling Insurer Injunction**

Pursuant to Bankruptcy Code Sections 105(a) and 363 and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies free and clear of all Interests pursuant to Bankruptcy Code Section 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests (including all debt holders, all equity holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to an Insurance Settlement Agreement) against any of the Protected Parties or the Settling Insurers, which, directly or indirectly, arise from, relate to, or are in connection with any Survivor Claims that are covered or alleged to be covered under the Settling Insurer Policies, or any Related Insurance Claims related to such Survivor Claims, 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, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with a Survivor Claim, including:

- a. commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- b. enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- c. creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- d. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers; and
- e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

EXHIBIT D

PROPOSED CONFIRMATION ORDER

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER CONFIRMING PLAN

This case is before the court pursuant to the Second Amended Joint Chapter 11 Plan of Reorganization [Docket No. •] proposed by the debtor and the committee of unsecured creditors. The court conducted the plan confirmation hearing on March 10, 2020.

Pursuant to the findings, conclusions and statements of the court on the record at the confirmation hearing, the entire record and the orders approving the Insurance Settlement Agreements (as defined in the plan) which are incorporated into this confirmation order by reference as if set forth fully herein, the court further finds and concludes as follows:

1. The plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the plan and this case.
2. Every class that was impaired has voted to accept the plan.
3. This case presents the rare and unique circumstances in which the channeling injunctions, supplemental settling insurer injunctions, and releases provided pursuant to the plan and such Insurance Settlement Agreements may be approved. The debtor has numerous and significant liabilities on which the Protected Parties, as defined in the plan and includes the debtor, and Settling Insurers (as defined in the plan), are also liable or possibly liable to some extent. Under the plan, such Protected Parties and Settling Insurers will make substantial contributions to provide for payment to the Survivor Claimants, as defined in the plan. Such

contributions are critical and significant contributions to the effective implementation of the plan, and the plan would not be feasible without such contributions. Such Protected Parties would not release their interests under the Settling Insurer Policies (as defined in the plan) unless they obtained the benefits of the releases and injunctions under the plan. Resolution of the case would not have been possible without such releases and injunctions, and such Protected Parties and Settling Insurers would not have made contributions to the plan without the protections, releases, indemnification, and injunctions provided in the plan and the Insurance Settlement Agreements.

4. The creditors most affected by the releases and injunctions – the Survivor Claimants (as defined in the plan) – have indicated by an overwhelming majority that they accept such provisions; indeed, the committee is a proponent of the plan.

5. The court has jurisdiction pursuant to 28 U.S.C. § 1334(a) and (b) to approve the exculpation, indemnification, release, and limitation of liability provisions of the plan and to issue the channeling injunction, supplemental settling insurer injunction, and other injunctions as provided in Article XIII of the plan.

6. The debtor and committee have complied with all applicable provisions of the bankruptcy code with respect to the plan and the solicitation of acceptances or rejections thereof. In particular, the plan complies with the requirements of 11 U.S.C. §§ 1125 and 1126 as follows:

a. The debtor and committee complied with this court’s order [Docket No. 343] approving notice and solicitation procedures and served the materials designated in the certificate of service [Docket No. 351] in full compliance with the court’s order.

b. The debtor and committee published a notice concerning the plan, confirmation objection deadline, and confirmation hearing date in national and local publications as required by this court's order.

c. Copies of the plan and disclosure statement have been available upon request from the debtor's and committee's counsel and, free of charge, from the debtor's and court's website.

d. The debtor and the committee provided specific and adequate notice of, among other things, (i) the releases, indemnification, and injunctions provided for in the plan and the Insurance Settlement Agreements (as defined in the plan), (ii) the manner in which a creditor or interested party could take steps to obtain additional information regarding, or to object to, the releases or injunctions, (iii) the names of the Settling Insurers and Protected Parties (as the foregoing capitalized terms are defined in the plan) and (d) the confirmation hearing and all relevant dates, deadlines, procedures and other information relating to the plan and the solicitation of votes on the plan.

e. Based on the foregoing and this court's order, all persons entitled to receive notice of the disclosure statement, plan, and the confirmation hearing have received proper, timely and adequate notice in accordance with this court's order, the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules, and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

IT IS ORDERED:

A. CONFIRMATION. The plan filed and dated December 18, 2019, is confirmed.

B. BINDING EFFECT OF THE PLAN. Immediately upon entry of this order, the terms of the plan are approved, effective and binding, including without limitation upon any and all entities acquiring property under the plan, and all holders of claims and Interests (as defined in the plan), any and all non-debtor parties to executory contracts, any and all Survivor Claimants, including Unknown Survivor Claimants and Late-Filed Survivor Claimants (as the foregoing capitalized terms are defined in the plan) and other creditors, whether or not such creditor has filed a proof of claim, whether or not the claim of such creditor is impaired under the plan, and whether or not such creditor has accepted or rejected the plan. All entities shall act or refrain from acting as set forth in the plan.

C. VESTING OF ESTATE'S ASSETS. Except as otherwise provided in this order or in the plan, and as of the effective date of the plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the debtor's estate and all property dealt with by the plan are vested in the trust or the reorganized debtor, or as may otherwise be set forth in the plan, free and clear of all liens, interests and claims of creditors of the debtor.

D. DISCHARGE. Except as otherwise expressly provided in the plan or in this order, on the effective date of the plan, the debtor is discharged and its liability is extinguished completely in respect to any claim and debt that arose prior to the effective date, including all Survivor Claims and Related Insurance Claims (as the foregoing capitalized terms are defined in the plan), whether reduced to judgment or not, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, including, without limitation, all interest, if any, on any such claims and debts, whether such interest accrued before or after the petition date, and including all claims and debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h) and 502(i), whether or not

a proof of claim is filed or is deemed filed under 11 U.S.C. § 501, such claim is allowed under 11 U.S.C. § 502, or the holder of such claim has accepted the plan.

E. **EXCULPATION AND LIMITATION OF LIABILITY.** Except as expressly provided in the plan, none of the Exculpated Parties (as defined in the plan) shall have or incur any liability for, and each such 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 case or in connection with the preparation and filing of this 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 such Exculpated Party, in each case subject to determination of such by non-appealable 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 committee, the debtor and their respective officers, board and committee members, employees, attorneys, financial advisors and other professionals shall be entitled to and granted the benefits of 11 U.S.C. § 1125(e) and the channeling injunction.

F. **CHANNELING INJUNCTION. Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan).**

1. **In consideration of the undertakings of the Protected Parties and the Settling Insurers under the plan, their contributions to the Trust (as defined in the**

plan) and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among such Protected Parties and Settling Insurers, and pursuant to 11 U.S.C. §§ 105 and 363:

i. any and all Channeled Claims (as defined in the plan) 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 such Channeled Claims; and

ii. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any such Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers (as the foregoing capitalized terms are defined in the plan), including:

a. commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Channeled Claim against any of the Protected Parties or the Settling Insurers (as defined in the plan), or against the property of any of such Protected Parties or Settling Insurers;

b. enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from

any of the Protected Parties or the Settling Insurers (as defined in the plan), or the property of any of such Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim (as defined in the plan) against any such Protected Parties or Settling Insurers;

c. creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim (as defined in the plan) against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

d. asserting, implementing, or effectuating, any Channeled Claim (as defined in the plan) of any kind against:

1. any obligation due any of the Protected Parties or the Settling Insurers (as defined in the plan);

2. any such Protected Parties or Settling Insurers;

or

3. the property of any of such Protected Parties or Settling Insurers.

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan; and

f. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers (as the foregoing capitalized terms are defined in the plan).

The Channeling Injunction is an integral part of the plan and is essential to the plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this section shall inure to the benefit of the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan). In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees, from the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

G. SUPPLEMENTAL SETTLING INSURER INJUNCTION. Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers (as defined in the plan).

1. Pursuant to 11 U.S.C. §§ 105(a) and 363 and in consideration of the undertakings of such Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies, free and clear of all Interests pursuant to 11 U.S.C. § 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests, including all debt holders, all equity holders, all such Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other

creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to any such Insurance Settlement Agreement, against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) which, directly or indirectly, arise from, relate to, or are in connection with any such Survivor Claims that are covered or alleged to be covered under such Settling Insurer Policies, or any Related Insurance Claims (as defined in the plan) related to such Survivor Claims, 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 such Settling Insurers, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with any such Survivor Claim, including:

i. Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan), or the property of such Protected Parties or Settling Insurers;

ii. Enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

iii. **Creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;**

iv. **Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers; and**

v. **Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan.**

H. EFFECTIVENESS OF RELEASES AND INJUNCTION. Except as otherwise expressly provided in the plan, for the consideration described in the Insurance Settlement Agreements, all persons who have held, hold or may hold Channeled Claims against the Protected Parties or the Settling Insurers under the Settling Insurer Policies (as the foregoing capitalized terms are defined in the plan), whether known or unknown, will be permanently enjoined on and after the effective date of the plan from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Survivor Claim against the Settling Insurers or the property of the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers, with respect to any Channeled Claim (as

the foregoing capitalized terms are defined in the plan); (c) creating, perfecting or enforcing any encumbrance of any kind against the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the plan or any documents relating to the plan, including the Trust Agreement. Any and all currently pending court proceedings, the continuation of which would violate the provisions of this section, shall be dismissed with prejudice.

I. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the effective date of the plan, the injunctions provided for in the plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the plan, the injunctive provisions of 11 U.S.C. §§ 524 and 1141 and all injunctions or stays protecting the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan) are permanent and will remain in full force and effect following the effective date and are not subject to being vacated or modified.

J. LIABILITY OF JOINT TORTFEASORS. Pursuant to the plan, any person or entity that is or was alleged to be a joint tortfeasor with the Protected Parties in connection with any Survivor Claim (as the foregoing capitalized terms are defined in the plan) shall not be liable for such Protected Parties' share of liability or fault for such claim.

K. JUDGMENT REDUCTION.

1. In any proceeding, suit or action to recover or obtain insurance coverage or proceeds for a Survivor Claim from an Other Insurer (as the foregoing capitalized terms are defined in the plan) the following shall apply: If the Trust, a Protected Party, a Survivor Claimant or any other person bound by the plan obtains a judgment against an Other Insurer (as the foregoing capitalized terms are defined in the plan), the judgment shall automatically be reduced by the amount, if any, that all Settling Insurers (as defined in the plan) would have been liable to pay such Other Insurer as a result of its Related Insurance Claim (as defined in the plan) against one or more such Settling Insurers. To ensure that such a reduction is accomplished, (a) the person pursuing the Related Insurance Claim, whether the Trust, the Protected Parties, a Survivor Claimant or any other person bound by the plan, shall inform the Other Insurer (as the foregoing capitalized terms are defined in the plan) of the existence of this judgment reduction provision at the time a claim is first asserted against such Other Insurer; (b) the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) may be asserted as a defense in any proceeding, suit or action to obtain insurance coverage or proceeds from such Other Insurer for a Survivor Claim, as defined in the plan; and (c) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) is determined to be valid by the court presiding over such action, the liability of such Other Insurer shall be reduced dollar for dollar by the amount so determined.

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

other Settling Insurer that does not assert a Related Insurance Claim against a corresponding Settling Insurer (as the foregoing capitalized terms are defined in the plan). Notwithstanding the foregoing, if a person pursues such a Related Insurance Claim against such a Settling Insurer, then such Settling Insurer shall be free to assert such Related Insurance Claims against such person.

3. As provided in the Insurance Settlement Agreements, the debtor and the Trust shall use their best efforts to obtain, from all Other Insurers (as the foregoing capitalized terms are defined in the plan), if any, with which they execute a settlement agreement after the effective date, agreements similar to those contained in this section.

L. PROFESSIONAL FEES AND OTHER ADMINISTRATIVE EXPENSES. All applications for award of compensation or expenses to a trustee, examiner, attorney or other professional person, and all other requests to order payment of an administrative expense, shall be made by motion under Local Rules 2016-1 or 3002-2, and shall be served and filed within 30 days after the date of this order.

M. OBJECTIONS TO CLAIMS. All objections to claims, except objections to administrative expense claims, objections to Survivor Claims, or objections arising solely under 11 U.S.C. § 502(d), shall be made by motion under Local Rule 3007-1, and shall be served and filed within 90 days after the effective date of the plan, or 30 days after the claim is filed, whichever is later. Any claim objections arising solely under 11 U.S.C. § 502(d) are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting an avoidance claim.

N. RETURN OF CONFIDENTIAL SEXUAL ABUSE PROOF OF CLAIM FORMS. Within 30 days after the date of this order, the debtor's counsel shall return the sexual

abuse proof of claim forms in the debtor's counsel's possession to the clerk of court. The clerk of court shall maintain the confidentiality of the sexual abuse proof of claim forms and any party seeking to review or copy a sexual abuse proof of claim form must file a motion seeking permission from the court. The debtor and the debtor's counsel shall continue to maintain the confidentiality of any copies of the sexual abuse proof of claim forms or any related information provided by the holder of a sexual abuse claim, but shall otherwise be discharged from their obligations under the court's prior order regarding the administration of the sexual abuse proof of claim forms [Docket No. 33].

O. MAILING OF NOTICE. The debtor shall forthwith mail copies of this order as notice of entry of this order and confirmation of the plan to the entities specified in Local Rule 9013-3 and to all creditors and other parties in interest.

DATED:

United States Bankruptcy Judge

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EXHIBIT E

LIST OF OTHER INSURED ENTITIES

None.

EXHIBIT F

Proposed Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER (I) APPROVING DISCLOSURE STATEMENT; (II) APPROVING SOLICITATION PACKAGES AND DISTRIBUTION PROCEDURES; (III) APPROVING BALLOT FORMS AND PLAN VOTING PROCEDURES; (IV) FIXING THE VOTING DEADLINE; AND (V) APPROVING PROCEDURES FOR VOTE TABULATION

This case is before the court on the debtor's and official committee of unsecured creditor's Motion for an Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation.

Based on the motion and the file,

1. The motion is granted;
2. The amended disclosure statement dated ____, 2019, and filed on ____, 2019, is approved as containing adequate information upon which creditors can vote to accept or reject the plan.
3. The hearing to consider confirmation of the amended plan dated __, 2019, will be held on _____, 2020, at ____ a.m./p.m., in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.
4. The deadline to file objections to the plan is _____, 2020, at 5:00 p.m. (prevailing Central Time).

5. The proposed notice for hearing on confirmation of the plan substantially in the form attached to this order as **Exhibit A** is approved and, when served, shall satisfy the requirements of due process and constitute adequate and sufficient notice of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

6. The proposed publication notice substantially in the form attached to this order as **Exhibit B** is approved and, when published in accordance with this paragraph, shall satisfy the requirements of due process and constitute adequate and sufficient notice to creditors whose identity is “unknown” to the debtor of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Within 20 days after the entry of this order, the debtor and committee shall cause the publication notice to appear once in the following newspapers:

- a. USA Today – National Edition;
- b. National Catholic Reporter (National Catholic Publication);
- c. The National Catholic Register (National Catholic Publication);
- d. Minneapolis Star Tribune;
- e. St. Paul Pioneer Press;
- f. The Minnesota Daily;
- g. The Journal (New Ulm);

- h. Duluth News Tribune;
- i. Post-Bulletin (Rochester);
- j. St. Cloud Times;
- k. Winona Daily News;
- l. Crookston Daily News;
- m. The Free Press (Mankato);
- n. Independent (Marshall);
- o. American-News (Montevideo);
- p. West Central Tribune (Willmar); and
- q. Leader (Hutchinson).

The debtor and the committee shall also send the information contained in the publication notice to all of the Minnesota diocesan newspapers, AP Minnesota, WCCO AM, Minnesota Public Radio, KARE TV, KMSP TV, KSTP TV, WCCO TV, and KEYC TV. Additionally, the debtor and the committee shall request that the parishes and pastors publish the publication notice in the weekly bulletin and that the pastors read a letter from the bishop regarding the information contained in the publication notice.

7. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to each holder of claims in Class 1, Class 2, and Class 4 under the plan, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, the plan, and an applicable ballot.

8. Due to the sensitive nature of the Class 1 and Class 2 claims, the debtor and the committee are authorized to send single copies of the solicitation package to counsel of record,

based on the proofs of claims or other pleadings filed in the bankruptcy case, for holders of Class 1 and Class 2 claims.

9. If a holder of a Class 1 or Class 2 claim is not represented by counsel, the debtor and the committee shall mail the solicitation package directly to the holder of the Class 1 or Class 2 claim.

10. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to parties that are not entitled to vote under the plan, including holders of claims in Class 3, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, and the plan.

11. The debtor and the committee shall mail the confirmation hearing notice to (a) entities identified on the debtor's schedules as holding unsecured claims in the amount of \$0.00 and for which a proof of claim was not filed identifying a value greater than \$0.00, (b) entities identified on the debtor's schedules for "notice only" or similar designation, and (c) additional parties on the master mailing list that are not entitled to vote on the Plan and are not entitled to otherwise receive a copy of the plan or disclosure statement under Local Rule 3017-1.

12. The debtor and the committee are authorized to make non-substantive changes to the solicitation packages, publication notice, and related documents without further order of the court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the solicitation packages, the disclosure statement, the plan, and any related materials prior to mailing.

13. If a solicitation package or confirmation hearing notice is returned by the United States Postal Service or other carrier as "undeliverable" or "moved – no forwarding address" or otherwise returned, the debtor and the committee are excused from re-mailing an undelivered

solicitation package, unless the debtor or committee has been informed in writing of the new address at least five days prior to the deadline to vote on the plan. The debtor's and the committee's inability to mail a solicitation package due to not having a new address does not constitute inadequate notice of the confirmation hearing or the voting deadline and is not a violation of Bankruptcy Rule 3017(d).

14. The form of ballot for Class 1 claims, substantially in the form attached to this order as **Exhibit C**, is approved.

15. The form of ballot for Class 2 claims, substantially in the form attached to this order as **Exhibit D** is approved.

16. The form of ballot for Class 4 claims, substantially in the form attached to this order as **Exhibit E**, is approved.

17. In order to be counted as a vote to accept or reject the plan, each ballot must be properly executed, completed, and delivered to the clerk of the bankruptcy court (i) by mail in a return envelope provided with each ballot, (ii) by overnight courier, or (iii) by hand delivery, so that the ballot is actually received by the clerk no later than 5:00 p.m. (prevailing Central Time) on _____.

18. The debtor and the committee are not required to provide ballots to the holders of claims in Class 3.

19. No ballots should be sent to the debtor, the debtor's agents, the debtor's financial or legal advisors, the committee, the committee's agents, or the committee's financial or legal advisors and any ballots so received shall not be counted.

20. The Class 1 and Class 2 ballots received by the clerk shall be treated as confidential and will not be available for viewing or copying unless otherwise ordered by the court.

21. The debtor's counsel is authorized to request and receive copies of the completed Class 1 and Class 2 ballots from the clerk. The debtor's counsel shall hold and treat confidential the Class 1 and Class 2 ballots. The debtor's counsel is authorized to make the Class 1 and Class 2 ballots available to all permitted parties that have completed the applicable requirements pursuant to this court's order approving confidentiality procedures [Docket No. 33].

22. Solely for purposes of voting to accept or reject the plan and nor for the purpose of allowance of, or distribution on account of, any claim and without prejudice to the rights of the debtor, the committee, or any other party, each holder of an impaired class of claims entitled to vote to accept or reject the plan pursuant to the terms of the plan shall be allowed in an amount equal to the amount of the claim as set forth in the debtor's schedules, subject to the following exceptions:

a. Class 1 claims, Class 2 claims, and Class 4 claims shall be temporarily allowed in the amount of \$1.00 for each claim solely for voting purposes and not for purposes of allowance or distribution.

b. If a claim is listed in the debtor's schedules as having a value of \$0.00 or for "Notice Purposes Only" and a proof of claim was not (i) filed by the applicable claim filing deadline established by the court or (ii) deemed timely filed by an order of the court prior to the voting deadline, the claim shall be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Fed. R. Bankr. P. 3003(c).

c. If the debtor or the committee has served an objection or request for estimation as to a claim at least 10 days before the voting deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the voting deadline.

23. The following procedures shall apply with respect to ascertaining the intent of claim holders casting ballots (unless waived by further order of the court):

a. A ballot will be deemed delivered only when the clerk of the bankruptcy court actually receives the executed ballot.

b. Whenever a claim holder casts more than one ballot voting the same claim or claims before the voting deadline, the last ballot received before the voting deadline will be deemed to reflect the voter's intent and thus supersede any prior ballots.

c. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but does not indicate either an acceptance or a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

d. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but indicates both an acceptance and a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

e. If a ballot (i) is illegible or contains insufficient information to permit the identification of the claim holder, (ii) was cast by a person or entity that does not hold a claim entitled to vote to accept or reject the plan, (iii) is for a claim identified as unliquidated, contingent, or disputed for which no proof of claim was timely filed or

motion for temporary allowance was granted, (iv) is unsigned, or (v) was transmitted to the clerk of the bankruptcy court by any means not specifically approved by the bankruptcy court, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

24. Consistent with the requirements of Local Rule 3020-2, the debtor or the committee shall file with the court a ballot report no less than 24 hours before the confirmation hearing. The ballot report shall, among other things, delineate every ballot that does not conform to the voting instructions or that contain any form of irregularity, including without limitation, those ballots that are late, unidentifiable, lacking signatures, lacking necessary information, or damaged. To the extent the debtor or the committee needs to delineate any Class 1 or Class 2 ballot in the ballot report, the debtor and the committee shall maintain the confidentiality of the Class 1 or Class 2 ballot by identifying the Class 1 or Class 2 ballot solely by the applicable claim number and describing any irregularities or failure to conform with voting instructions without reference to any confidential information.

25. A Class 1 ballot or Class 2 ballot received after the voting deadline or a Class 1 ballot or Class 2 ballot that does not conform to the voting instructions, but in which the releases and certifications are made and signed, shall be effective as to the releases and certifications.

26. Any claimant seeking temporarily allowance of his, her, or its claim in a different amount or purposes of voting to accept or reject the Plan must serve on the debtor's counsel and the committee's counsel and file with the court a motion for an order pursuant to Fed. R. Bankr. P. 3018(a) on or before the 10th day after the later of (a) service of the Solicitation Packages or (b) service of notice of an objection or request for estimation, if any, as to the claimant. Any

ballot of a claimant filing such a motion shall not be counted unless the claimant's claim is temporarily allowed by an order entered by the court prior to the voting deadline.

27. Any person signing a Class 1, Class 2, or Class 4 ballot in his, her, or its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of a claim must indicate such capacity when signing.

28. The debtor and the committee are authorized to contact creditors in an attempt to cure any deficiencies in any ballots received by the clerk of court.

29. The debtor and the committee are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate this order.

Dated:

United States Bankruptcy Judge

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 11 PLAN OF
REORGANIZATION

PLEASE TAKE NOTICE OF THE FOLLOWING:

I. CHAPTER 11 CASE.

On March 3, 2017, The Diocese of New Ulm (the “Diocese”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”).

II APPROVAL OF DISCLOSURE STATEMENT AND VOTING PROCEDURES.

On _____, 2019, the Diocese and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) filed the Amended Joint Plan of Reorganization (the “Plan”) [Docket No. ____]. On _____, 2019, the Plan Proponents also filed the Amended Disclosure Statement in Support of Amended Chapter 11 Plan of Reorganization (the “Disclosure Statement”) [Docket No. ____]. By order dated _____, 2019 (the “Disclosure Statement Approval Order”) [Docket No. ____], the Bankruptcy Court approved the adequacy of the Disclosure Statement for the Plan.

On _____, 2019, the Plan Proponents filed a Motion for an Order (I) Approving Solicitation Packages and Distribution Procedures, Including the Confirmation Hearing Notice; (II) Approving Ballot Forms and Plan Voting Procedures; (III) Fixing the Voting Deadline to Accept or Reject the Plan; and (IV) Approving Procedures for Vote Tabulation (the “Procedures Motion”) [Docket No. ____]. By order dated _____, 2019, the Bankruptcy Court granted the relief sought in the Procedures Motion [Docket No. ____].

III. HEARING ON CONFIRMATION.

A hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will be held on _____, 2020, at _____ a.m./p.m. (prevailing Central Time) in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY ANNOUNCEMENT IN OPEN COURT OR BY A NOTICE OF CONTINUANCE FILED WITH THE COURT. THE PLAN MAY BE FURTHER MODIFIED, IF NECESSARY, PRIOR TO, DURING, OR AS A RESULT OF THE CONFIRMATION HEARING, WITHOUT FURTHER NOTICE TO PARTIES IN INTEREST, SUBJECT TO CONTRARY ORDER BY THE COURT.

IV. OBJECTIONS TO CONFIRMATION.

The deadline for filing objections to the Plan is _____, 2020, at 5:00 p.m. (prevailing Central Time) (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing must: (a) comply with Rule 3020-1 of the Local Bankruptcy Rules for the District of Minnesota (the “Local Rules”); (b) be in writing; (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other case management rules and orders of the Bankruptcy Court; (d) state the name and address of the responding or objecting party and the nature and amount of the claim against or interests in the estates or property of the Diocese; (e) state with particularity the legal and factual basis for the response or objection and, if practicable, a proposed modification that would resolve the objection; and (e) be filed with the Clerk of the Bankruptcy Court, together with a proof of service, so as to be actually received on or before the Plan Objection Deadline.

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND SERVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

V. ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT AND PLAN.

Additional copies of the Disclosure Statement, the Plan, the Disclosure Statement Approval Order, and additional related materials may be obtained (a) from the Diocese’s website at www.hopehealingandpeace-dnu.org/, (b) by writing to the Diocese’s counsel at:

Fredrikson & Byron P.A.
Attn: Shataia Stallings
200 South Sixth Street, Suite 4000
Minneapolis, MN 55401

or the UCC’s counsel at:

Stinson LLP
Attn: Aong Moua
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402

(c) by calling the Diocese’s counsel at 612-492-7730 or the UCC’s counsel at 612-335-1792; (d) by emailing the Diocese’s counsel at sstallings@fredlaw.com or the UCC’s counsel at aong.moua@stinson.com; (e) by accessing the court’s electronic case filing system at www.ecf.mnb.uscourts.gov (a PACER login and password are required to access documents on the court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov); and (f) by requesting a copy in person from the Clerk of the United States Bankruptcy Court for the District of Minnesota. If the Plan Proponents or the Plan Proponents’ counsel receive a request for a paper copy of the documents, the Plan Proponents will send a copy by U.S. Mail to the requesting party at the Plan Proponents’ expense.

If you are a holder of a claim in a class entitled to vote to accept or reject the Plan, an applicable ballot will also be included with this Confirmation Hearing Notice. If you are not entitled to vote on the Plan, a ballot will not be included with this Confirmation Hearing Notice. If you have

questions regarding the procedures for voting on the Plan and/or for objecting to the Plan you may contact the Plan Proponents' counsel at the phone number listed above.

PLEASE NOTE: NEITHER THE STAFF AT THE CLERK'S OFFICE NOR THE PLAN PROPONENTS' COUNSEL CAN GIVE YOU LEGAL ADVICE.

VI. ENTITLEMENT TO VOTE ON THE PLAN.

Only holders of claims in **Class 1, Class 2, and Class 4** are entitled to vote to accept or reject the Plan. Holders of unclassified claims and holders of claims and interests in **Class 3** are not entitled to vote on the Plan.

VII. VOTING DEADLINE.

All votes to accept or reject the Plan must be actually received by the Clerk of the Bankruptcy Court by no later than **5:00 p.m.** (prevailing Central Time) on _____, **2020** (the "Voting Deadline"). All ballots must be properly executed, completed, and delivered to the Clerk of the Bankruptcy Court by (a) first class mail, (b) overnight courier, or by (c) personal delivery so that the ballots are actually received by the Clerk no later than the Voting Deadline. Any failure to follow the voting instructions may disqualify your ballot and your vote.

VIII. ALLOWANCE OF CLAIMS FOR VOTING PURPOSES.

Solely for the purposes of voting to accept or reject the Plan and not for the purpose of allowance of, or distribution on account of, any claim, except as set forth below, and without prejudice to the rights of the Diocese or the UCC in any context, each holder of an impaired class of claims entitled to vote to accept or reject the Plan shall be allowed in an amount equal to the amount of the claim as set forth in the Diocese's schedules, subject to the following exceptions:

- (a) Class 1 Claims, Class 2 Claims, and Class 4 Claims shall be temporarily allowed in the amount of \$1.00 solely for voting purposes and not for purposes of allowance, distribution, or classification; and
- (b) if the Diocese or the UCC has served an objection or request for estimation as to a claim at least 10 days before the Voting Deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the Voting Deadline.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

Pursuant to Article VII of the Plan, the Plan Proponents seek authority for the Diocese to automatically assume any unassumed executory contracts and unexpired leases as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. The treatment of executory contracts and unexpired leases is more fully described in Article XII of the Plan.

X. DISCOVERY.

Unless the parties agree otherwise by written stipulation, Fed. R. Civ. P. 26(a)(1)-(3) and (f) do not apply for the Confirmation Hearing.

XI. CHANNELING INJUNCTION, SUPPLEMENTAL SETTling INSURER INJUNCTION, AND RELEASES.

Pursuant to Article XIII of the Plan, confirmation of the Plan will permanently enjoin and bar all claims by any holder of an alleged Survivor Claim against any Settling Insurer and the Protected Parties, including the Diocese and the Parishes, and release the Settling Insurers and the Protected Parties from any further liability relating to (a) any Settling Insurer Policies issued or allegedly issued to the Diocese or the Parishes and (b) Survivor Claims that are asserted, or may be asserted, against the Diocese or the Parishes as part of the Plan. All Survivor Claims, Related Insurance Claims, and Medicare Claims relating to Survivor Claims will be permanently channeled to the Trust created by the Plan, which will solely be responsible for the payment of such Claims.

XII. BINDING NATURE OF THE PLAN.

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE BANKRUPTCY CASE, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

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EXHIBIT B

**United States Bankruptcy Court
for the District of Minnesota
in re: Diocese of New Ulm,
Case No. 17-30601**

The Diocese of New Ulm and the Official Committee of Creditors have filed a disclosure statement and joint chapter 11 plan of reorganization. The bankruptcy court approved the disclosure statement on **DATE**. The Plan provides the means for settling and paying all claims related to sexual abuse and misconduct through the formation of a trust that will be funded by contributions from the Diocese, parishes, and settling insurers. IF YOU HOLD CLAIMS AGAINST THE DIOCESE, PARISHES, OR SETTLING INSURERS, YOUR RIGHTS MAY BE AFFECTED.

THE PLAN PROVIDES THAT ALL SEXUAL ABUSE CLAIMS AND RELATED CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS WILL BE CHANNLED TO THE TRUST, MEANING THAT THE TRUST WILL BE THE SOLE AND EXCLUSIVE SOURCE OF PAYMENT FOR ANY SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS. THE ORDER CONFIRMING THE PLAN WILL PERMANENTLY ENJOIN AND BAR ALL PERSONS AND ENTITIES FROM ASSERTING OR PURSUING ANY CLAIMS, INCLUDING ANY CLAIM RELATED TO SEXUAL ABUSE OR MISCONDUCT, AND INSURANCE COVERAGE FOR SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS AND RELEASING THE DIOCESE, PARISHES, AND SETTLING INSURERS FROM ANY FURTHER LIABILITY RELATING TO SUCH CLAIMS.

The Disclosure Statement, Plan, and additional documents relating to confirmation of the Plan are posted on the Reorganization pages of www.hopehealingandpeace-dnu.org. The deadline to object to the Plan is **DATE**. The hearing on confirmation of the Plan will be held on **DATE**.

For diocesan information: www.hopehealingandpeace-dnu.org

For U.S. Bankruptcy Court for the District of Minnesota information: www.mnb.uscourts.gov

For advice about your rights: **contact an attorney**

EXHIBIT C

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 1 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 1 Ballot because you are a holder of a Claim in Class 1 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 1 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 1 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS I BALLOT HAS TWO PARTS:

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE
PLAN.**

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 1 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 1 Ballot, the undersigned certifies to the
Bankruptcy Court and to the Plan Proponents:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 1 Claim or (ii) the undersigned is an individual competent to act with a specific, written power of attorney directing such individual to vote to accept or reject the Plan as directed by such individual claimant provided that a copy of the power of attorney is attached to this Class 1 Ballot;
- (b) that the holder of the Class 1 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;
- (c) that the undersigned has read and understands, the undersigned's lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 1 Ballots with respect to the Class 1 Claim identified in this Ballot have been cast or, if any other Class 1 Ballots have been cast with respect to such Class 1 Claim, then any such earlier Class 1 Ballots are hereby revoked.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

For this Class 1 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 1 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and
representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR AUTHORIZED REPRESENTATIVE
OF SURVIVOR CLAIMANT’S ESTATE:

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

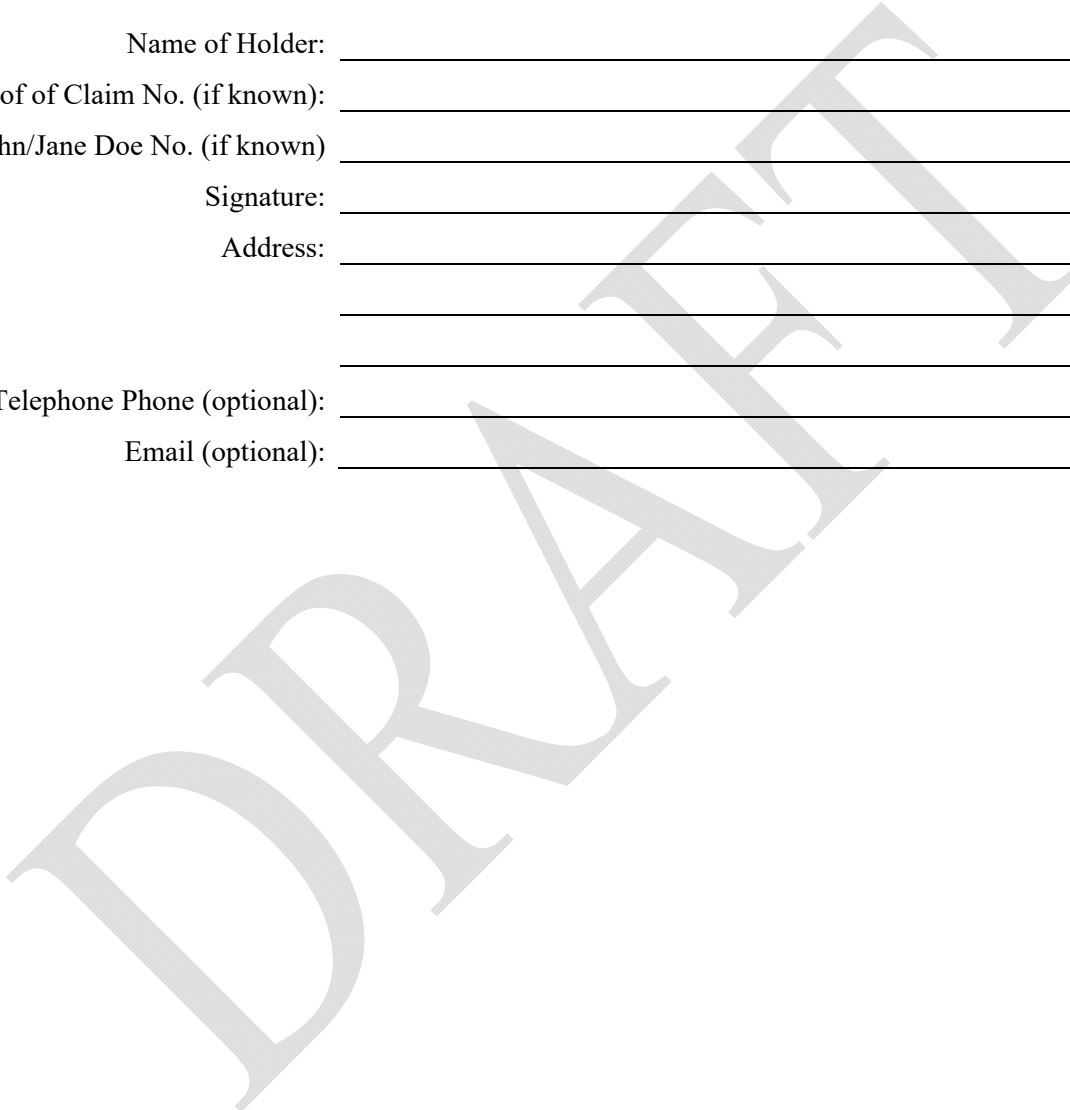


EXHIBIT D

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 2 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Plan of Reorganization (the “Plan”) as set forth in the Disclosure Statement for the Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 2 Ballot because you are a holder of a Claim in Class 2 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 2 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 2 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS 2 BALLOT HAS TWO PARTS:

PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE PLAN.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 2 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

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

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

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

For this Class 2 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 2 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and
representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR AUTHORIZED REPRESENTATIVE
OF SURVIVOR CLAIMANT’S ESTATE:

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

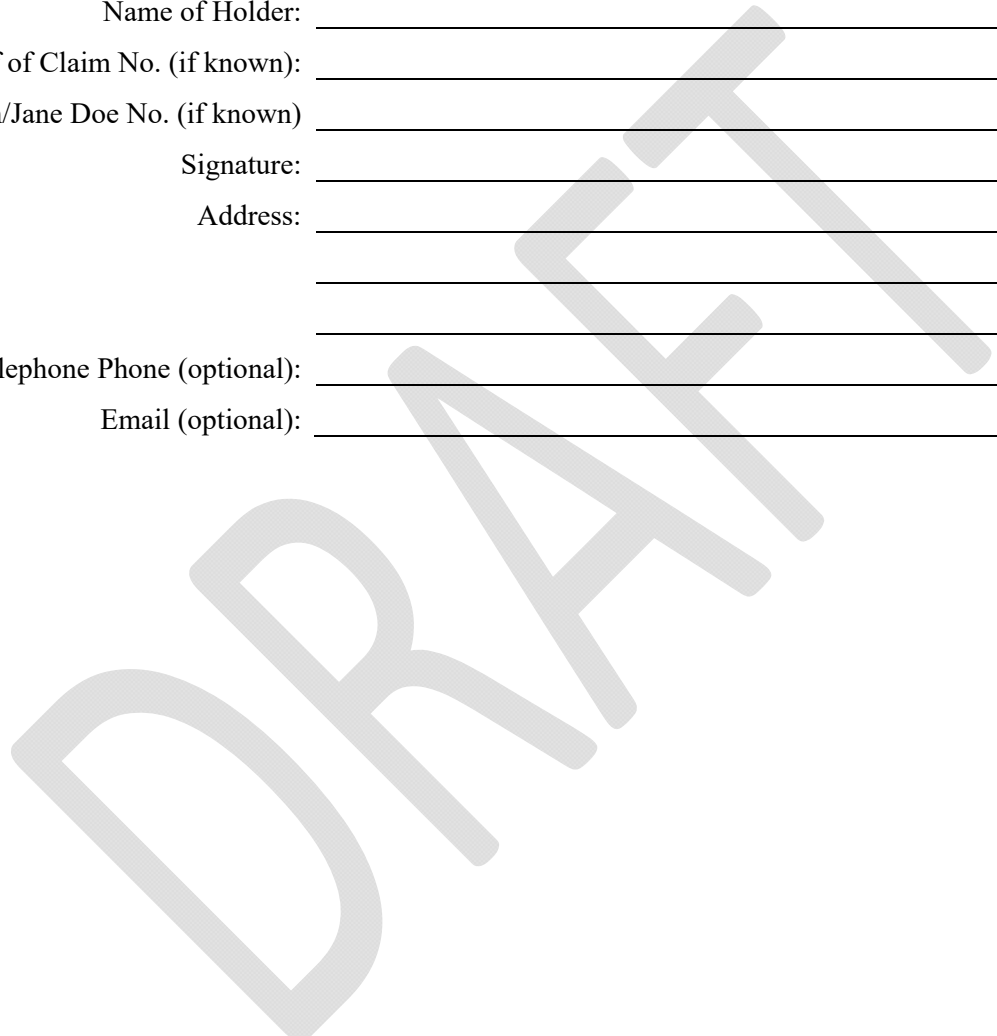


EXHIBIT E

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**BALLOT FOR VOTING TO ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 4 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, together with the Diocese, the “Plan Proponents”) are soliciting votes with respect to the Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court approved the Disclosure Statement on _____. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 4 Ballot because you are a holder of a Claim in Class 4 as of _____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 4 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 4 Claim.

I. Vote on Plan. The undersigned holder of a Class 4 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan

REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 4 Ballot, the undersigned certifies to the Bankruptcy Court and to the Diocese:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 4 Claim or (ii) the undersigned is an authorized signatory for the holder of the Class 4 Claim being voted;
- (b) that the holder of the Class 4 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

- (c) that the undersigned has read and understands, the undersigned’s lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 4 Ballots with respect to the Class 4 Claim identified in this Ballot has been cast or, if any other Class 4 Ballots have been cast with respect to such Class 4 Claim, then any such earlier Class 4 Ballots are hereby revoked.

For this Class 4 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 4 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.
--

EXHIBIT G

[RESERVED]

EXHIBIT H

[RESERVED]

EXHIBIT I**EXCULPATION PLAN LANGUAGE**

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 the Chapter 11 Case or in connection with the preparation and filing of the Chapter 11 Case, the formulation, negotiation, or pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, the formulation and negotiation of an Insurance Settlement Agreement, or the seeking or obtaining of an Approval Order related to an Insurance Settlement Agreement, 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 Non-Appealable 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 UCC and the Diocese and their respective officers, board and committee members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of Bankruptcy Code Section 1125(e) and the Channeling Injunction.

EXHIBIT I-4
Lamorak Settlement Agreement

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback is hereby made by, between, and among the Diocese, the Parishes, and the Insurer Entities.¹

RECITALS

WHEREAS, numerous individuals have asserted certain Survivor Claims against the Diocese and Parishes;

WHEREAS, the Insurer Entities issued, allegedly issued, and/or may have issued the Policies providing certain coverage to the Diocese and Parishes;

WHEREAS, certain Coverage Disputes exist between the Diocese and Parishes, on the one hand, and the Insurer Entities, on the other hand;

WHEREAS, the Diocese filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on the Filing Date, commencing the Chapter 11 Case;

WHEREAS, the Diocese commenced the Insurance Coverage Adversary Proceeding on March 6, 2017, seeking a judicial determination to resolve the Coverage Disputes among the Diocese, Parishes, the Insurer Entities, and certain other insurers;

WHEREAS, the Diocese, Parishes, 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 Settlement Agreement, the Diocese and Parishes intend to provide the Insurer Entities with the broadest possible release of all Survivor Claims, including all Unknown Survivor Claims and Late-Filed Survivor Claims that arose prior to the Plan Effective Date;

WHEREAS, through this Settlement Agreement, the Diocese, Parishes, and the Insurer Entities also wish to effect a sale of the Policies to the Insurer Entities pursuant to 11 U.S.C. § 363(b) and (f), and to provide the Insurer Entities with the broadest possible release and buyback with respect to the Policies, resulting in the Insurer Entities having no obligations now, or in the future, to the Diocese, the Parishes, or any of their creditors; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Settlement Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound subject to the approval of the Bankruptcy Court, the Parties hereby agree as follows:

¹ All capitalized terms are defined in Article I of this Settlement Agreement.

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Capitalized terms not defined below or in this Settlement Agreement shall have the meanings stated in the Bankruptcy Code.

1.1 “Abuse” means any (a) actual or alleged act of sexual conduct, misconduct, abuse, or molestation; including any actual or alleged “sexual abuse” as that phrase is defined in Minn. Stat. § 541.071(1) or any other sexually related act, contact, or interaction; indecent assault and/or battery; rape; lascivious behavior; undue familiarity; pedophilia; or ephebophilia; (b) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a non-consenting adult and another adult; or (c) assault; battery; corporal punishment; or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

1.2 “Approval Motion” means the motion filed in the Chapter 11 Case seeking approval of this Settlement Agreement and authorization for the Parties to enter into, and perform pursuant to, this Settlement Agreement, including the transactions contemplated in this Settlement Agreement.

1.3 “Approval Order” means the order in substantially the form attached hereto as Exhibit G, with only such modifications as are acceptable to the Parties, entered by the Bankruptcy Court under Sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 6004, 6006, and 9019, as well as any other provision of the Bankruptcy Code or Bankruptcy Rules as may be appropriate, which “Approval Order” shall (a) approve the Diocese’s entry into the Settlement Agreement under Bankruptcy Rule 9019, (b) authorize the Parties to undertake the remaining transactions contemplated by this Settlement Agreement, (c) authorize the sale of the Policies to the Insurer Entities free and clear of any and all Interests under Section 363(f) of the Bankruptcy Code, (d) find that the Insurer Entities are good faith purchasers of the Policies and, as such, are entitled to all protections provided to good faith purchasers under Section 363(m) of the Bankruptcy Code, (e) approve this Settlement Agreement and find the consideration exchanged constitutes a fair and reasonable settlement of the Parties’ respective rights and obligations and constitutes reasonably equivalent value, (f) find that, upon payment of the Settlement Amount, the Policies shall be terminated and of no force and effect and to be exhausted in retrospect as to all coverages thereunder, (g) find that the releases under this Settlement Agreement comply with the Bankruptcy Code and applicable non-bankruptcy law, and (h) find that this Agreement is binding on any chapter 11 bankruptcy trustee for the Diocese and any trust or distribution vehicle established under the Plan, including the Trust.

1.4 “Archdiocese” means the Archdiocese of St. Paul and Minneapolis.

1.5 “Bankruptcy Code” means Title 11 of the United States Code.

1.6 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Minnesota, or such other court of competent jurisdiction which properly exercises jurisdiction over part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding, to the extent that the reference of part or all of the Chapter 11 Case or Insurance Coverage Adversary Proceeding is withdrawn.

1.7 “Bankruptcy Orders” means, collectively, the Approval Order, the Procedures Order, and the Confirmation Order.

1.8 “Channeled Claim” means any Survivor Claim, Related Insurance Claim, Medicare Claim, Extra-Contractual Claim, or other Claim against any of the Protected Parties or the Insurer Entities to the extent such Claim arises from the same injury or damages asserted as a Survivor Claim against the Protected Parties or the Insurer Entities, that directly or indirectly arises out of, relates to, or is in connection with such Survivor Claim or other Claim covered by the Channeling Injunction or Supplemental Settling Insurer Injunction; provided, however, that “Channeled Claims” shall not include any Claim against (a) an individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim with respect to that Survivor Claim; or (b) any religious order, diocese (other than the Diocese itself), or archdiocese (including the Archdiocese).

1.9 “Channeling Injunction” means an injunction in substantially the form attached as Exhibit A to this Settlement Agreement and contained in Section 13.7 of the Plan, with only such modifications as are acceptable to the Parties, pursuant to Section 105 of the Bankruptcy Code.

1.10 “Chapter 11 Case” means the Diocese’s pending case under the Bankruptcy Code, captioned as *In re The Diocese of New Ulm*, case no. 17-3060.

1.11 “Claim” has the meaning ascribed in 11 U.S.C. § 101(5) as to any past, present, or future claim.

1.12 “Claim Filing Deadline” means July 10, 2017.

1.13 “Conditional Payment” means any payment made to a Survivor Claimant under the MMSEA, including any payment by a MAO under the MSPA.

1.14 “Confirmation Order” means the Bankruptcy Court’s order confirming the Plan and providing the relief described in Section 2.3 of this Settlement Agreement in form and substance acceptable to the Parties.

1.15 “Coverage Disputes” means certain disputes that have arisen and/or may arise in the future concerning the Insurer Entities’ position regarding the nature and scope of its responsibilities, if any, to provide insurance coverage to the Diocese and Parishes under the Policies in connection with the Survivor Claims or Claims.

1.16 “Covered Non-Survivor Claim” means any Claim, other than Survivor Claims, Related Insurance Claims, or Medicare Claims, for which the Diocese, a Parish, or an Other Insured Entity would otherwise have coverage under the Policies but for the sale, transfer, or release by the Diocese, Parish, or Other Insured Entity of the Policies in connection with the Settlement Agreement.

1.17 “Diocese” means The Diocese of New Ulm, the debtor in the Chapter 11 Case.

1.18 “Disclosure Statement” means the Disclosure Statement for the Plan, as may be further revised, modified, or amended.

1.19 “Entity” has the meaning ascribed in 11 U.S.C. § 101(15).

1.20 “Extra-Contractual Claim” means any Claim against the Insurer Entities based, in whole or in part, on allegations that 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 (a) alleged bad faith, (b) failure to act in good faith, (c) violation of any express or implied duty of good faith and fair dealing, (d) violation of any unfair claims practices act or similar statute, regulation, or code, (e) any type of alleged misconduct, or (f) any other alleged act or omission of the Insurer Entities of any type for which the claimant seeks relief other than coverage or benefits under the Policies. “Extra-Contractual Claims” include (a) any Claim that directly or indirectly arises out of, relates to, or is in connection with the Insurer Entities’ handling of any Claim or any request for insurance coverage, including any request for coverage for any Claim, including any Survivor Claim; (b) any Claim that, directly or indirectly, arises out of, relates to, or is in connection with the Policies and any duties arising therefrom, including any duty to defend the Diocese or Parishes against any Survivor Claims; and (c) the conduct of the Parties with respect to the negotiation of, entry into, and efforts to obtain approval of this Settlement Agreement.

1.21 “Filing Date” means March 3, 2017.

1.22 “Interest” means all liens, Claims, encumbrances, and other rights of any nature, whether at law or in equity, including any claims to coverage or the proceeds of the Policies and any rights of contribution, indemnity, defense, subrogation, or similar relief.

1.23 “Insurance Coverage Adversary Proceeding” means the adversary proceeding commenced by the Diocese before the Bankruptcy Court on March 6, 2017, captioned as *The*

Diocese of New Ulm v. Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, Lamorak Insurance Company, Catholic Mutual Relief Society of America, Maryland Casualty Company, and Fireman's Fund Insurance Company, case no. 17-03028.

1.24 “Insurer Entities” means Employers Liability Assurance Corporation 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, 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 (including, without limitation, OneBeacon America Insurance Company, Commercial Union Insurance Company, American Employers’ Insurance Company, Lamorak Insurance Company, and Bedivere Insurance Company), 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 their capacity as such).

1.25 “Known Survivor Claim” means a Survivor Claim for which a proof of claim was filed on or before the Claim Filing Deadline.

1.26 “Known Survivor Claimant” means the holder of a Known Survivor Claim.

1.27 “Late-Filed Survivor Claim” means a Survivor Claim that is neither a Known Survivor Claim nor an Unknown Survivor Claim.

1.28 “Late-Filed Survivor Claimant” means the holder of a Late-Filed Survivor Claim.

1.29 “MAO” means Medicare Advantage Organizations under parts C & D of the MMSEA.

1.30 “Medicare Claim” means any and all Claims relating to Survivor Claims by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Survivor Claimants who recover or receive any distribution from the Trust and Claims relating to reporting obligations.

1.31 “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.

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

1.33 “Non-Appealable Order” means an order, judgment, or other decree (including any modification or amendment thereof) that remains in effect and is final and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired and as to which no appeal, petition for certiorari, or other proceedings for re-argument or rehearing shall then be pending or as to which, if such an appeal, writ of certiorari, review, re-argument, or rehearing has been sought, (a) appeal, certiorari, review, re-argument, or rehearing has been denied or dismissed and the time to take any further appeal or petition for certiorari, review, re-argument, or rehearing has expired; or (b) such order has been affirmed by the highest court to or in which such order was appealed, reviewed, reargued, or reheard, or that granted certiorari, and the time to take any further appeal or petition for certiorari, review, re-argument, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “Non-Appealable Order.”

1.34 “Other Insured Entities” means those Persons listed on Exhibit E that are insured or covered or allegedly insured or covered under the Policies that were issued or allegedly issued to the Diocese, but only with respect to Survivor Claims based on alleged Abuse that occurred during the effective periods of the Policies and that would be covered or alleged to be covered under the Policies but for the Settlement Agreement. Notwithstanding the foregoing, “Other Insured Entities” does not include the Diocese or the Parishes. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not an Other Insured Entity. No religious order, archdiocese (including the Archdiocese), or diocese (other than the Diocese itself), is an Other Insured Entity.

1.35 “Parishes” means all the parishes and Catholic schools identified on Exhibit B.

1.36 “Parties” means the Diocese, the Parishes, and the Insurer Entities.

1.37 “Person” has the meaning ascribed in 11 U.S.C. § 101(41).

1.38 “Plan” means the Joint Chapter 11 Plan of Reorganization as revised, modified, or amended.

1.39 “Plan Effective Date” means the date on which the conditions of the Plan have been satisfied.

1.40 “Policies” means any and all policies or certificates of insurance listed on Exhibit C of the Plan that were issued by the Insurer Entities, including, without limitation, Policy Nos. (a) SMP 75992; (b) AWW 477963; (c) AWW 657052; and (d) AWW 657053, as well as all known and unknown binders, certificates, or policies of insurance in effect before the Settlement Agreement Effective Date that were issued or allegedly issued by the Insurer Entities to any of

the Diocese and Parishes and that actually, allegedly, or might afford coverage with respect to any Survivor Claim. “Policies” does not include any binder, certificate, or policy of insurance that was issued to any archdiocese, including the Archdiocese, any diocese other than the Diocese, any religious order, or other Entity besides the Diocese or Parishes, as the first or primary named insured and that also provides coverage to the Diocese or Parishes as additional insureds or additional named insureds.

1.41 “Post-Effective Date Unknown Survivor Claim” means any Survivor Claim that was neither filed, nor deemed filed by the Plan Effective Date, and is held by (i) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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) an individual who experienced Abuse prior to and including the Plan Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (iii) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

1.42 “Pre-Effective Date Unknown Survivor Claim” means any Survivor Claim for which a Proof of Claim was filed prior to the Plan Effective Date, but such Proof of Claim was neither filed nor deemed filed by the Claim Filing Deadline, and is held by (i) an individual who was at the time of the Filing Date under a disability recognized by Minn. Stat. § 541.15, subd. 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) an individual who experienced Abuse prior to and including the Plan Effective Date and whose Claim is timely under Minn. Stat. § 541.073, subd. 2 as amended in 2013; or (iii) an individual who has a Survivor Claim that was barred by the statute of limitations as of the Plan Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Plan Effective Date, including the enactment of legislation that revises previously time-barred Survivor Claims.

1.43 “Procedures Order” means one or more orders approving certain solicitation procedures for voting on the Plan and providing the relief described in Section 2.5 of this Settlement Agreement in form and substance acceptable to the Parties.

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

1.45 “Protected Parties” means any of (a) the Diocese; (b) the Parishes; (c) Other Insured Entities (as set forth in the definition of “Other Insured Entities,” “Other Insured Entities” are Protected Parties only as to certain Claims, including only certain Survivor Claims); (d) each of the foregoing Persons’ respective past, present, and future parents, subsidiaries,

affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; (e) each of the foregoing Persons' respective predecessors, successors and assigns; and (f) any and all of the foregoing Persons' respective past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or Persons bound by monastic vows, volunteers, agents, attorneys, and representatives, in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of the Diocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Survivor Claim is not a Protected Party. No religious order, archdiocese (including the Archdiocese), or diocese (other than the Diocese itself), is a Protected Party.

1.46 "Related Insurance Claim" means (a) any Claim by any Person against any Protected Party or the Insurer Entities, including an Extra-Contractual Claim, that, directly or indirectly, arises from, relates to, or is in connection with a Survivor Claim, including any such Claim for defense, indemnity, contribution, subrogation, or similar relief or any direct action or Claim, including an action or Claim under Minn. Stat. § 60A.08, subd. 8 and (b) any Extra-Contractual Claim that, directly or indirectly, arises out of, relates to, or is in connection with any of the Insurer Entities' handling of any Survivor Claim.

1.47 "Reorganized Debtor" means the Diocese, from and after the Plan Effective Date.

1.48 "Settlement Agreement" means this Settlement Agreement, Release, and Policy Buyback as revised, modified, or amended.

1.49 "Settlement Agreement Effective Date" means the date on which all conditions precedent to this Settlement Agreement identified in Section 3.2 are satisfied.

1.50 "Settlement Amount" means the sum of \$8,300,000 to be paid by the Insurer Entities pursuant to Section 3.1 of this Settlement Agreement.

1.51 "Solicitation Procedures Motion" means the motion filed in the Chapter 11 Case seeking approval of certain solicitation procedures in connection with voting on the Plan.

1.52 "Supplemental Settling Insurer Injunction" means an injunction in substantially the form attached as Exhibit C to this Settlement Agreement with only such modifications as are acceptable to the Parties, pursuant to sections 105(a) and 363 of the Bankruptcy Code.

1.53 "Survivor Claim" means any Claim against any of the Protected Parties or the Insurer Entities 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 Plan 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 tort-based theory; any

fraud-based theory, including fraud, fraud in the inducement, misrepresentation, concealment, and unfair practice; 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, the Insurer Entities, 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 Chapter 11 Case.

1.54 “Survivor Claimant” means the holder of a Survivor Claim.

1.55 “Trust” means the trust created for the benefit of Survivor Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

1.56 “Trust Agreement” 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.

1.57 “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.

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

1.59 “Unknown Survivor Claim” means Pre-Effective Date Unknown Survivor Claim and Post-Effective Date Unknown Survivor Claim.

1.60 “Unknown Survivor Claimant” means the holder of an Unknown Survivor Claim.

The Exhibits to the Settlement Agreement include the following:

Exhibit A	Channeling Injunction
Exhibit B	List of Parishes
Exhibit C	Supplemental Settling Insurer Injunction
Exhibit D	Confirmation Order
Exhibit E	List of Other Insured Entities
Exhibit F	Procedures Order
Exhibit G	Approval Order

ARTICLE II
THE CHAPTER 11 CASE AND PLAN

2.1 Approval Motion. Not later than 15 days after the last Party signs this Settlement Agreement, the Diocese shall file the Approval Motion in form and substance acceptable to the Parties.

2.1.1 The Diocese shall provide written notice of the Approval Motion to (a) all Known Survivor Claimants, (b) counsel for the UCC, (c) all Persons who have filed notices of appearance in the Chapter 11 Case, and (d) all Persons known to have provided general or professional liability insurance to the Diocese or Parishes. The Diocese shall serve the Approval Motion on all Persons identified above at the address shown on their proofs of claim or to their counsel of record or, if no proof of claim was filed, then at the address on the Diocese's schedules. The Diocese shall also serve the Approval Motion on the attorney for each Known Survivor Claimant. To the extent the Diocese knows of, or may ascertain after reasonable investigation, the identity of Survivor Claimants that are not Known Survivor Claimants, the Diocese shall serve the Approval Motion on those Survivor Claimants. The Diocese shall also serve the Approval Motion on any and all co-defendants and their counsel (to the extent of record) in any pre-petition litigation brought by Survivor Claimants at the last address shown on any filed appearance or, if such co-defendant is proceeding *pro se*, then to the last address of record for such *pro se* co-defendant.

2.1.2 If any Person files an objection to the Approval Motion, the Diocese shall consult with the Parishes, UCC, and the Insurer Entities and take all reasonable steps to respond to the objection and argue in favor of the Approval Motion before the Bankruptcy Court.

2.1.3 The Diocese shall take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order.

2.1.4 The Insurer Entities and the Parishes shall cooperate with the Diocese with respect to the Approval Motion and any proceedings on appeal from entry of the Approval Order, including making all appropriate submissions.

2.2 Plan. The Diocese shall file the Plan, including all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not deprive the Insurer Entities of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of the Insurer Entities under this Settlement Agreement. The Plan shall include, without limitation, the following provisions:

2.2.1 The Plan shall create a Trust, which shall be responsible for making any and all payments to Survivor Claimants entitled to receive payments under the Plan. The Settlement Amount shall be contributed to the Trust pursuant to the conditions of Section 3.1.

2.2.2 The Plan shall provide that, on the Plan Effective Date, the Trust shall assume all liability, if any, of the Protected Parties and the Insurer Entities for Channeled Claims. The Trust shall have the right and obligation to defend, resolve, and satisfy the Survivor Claims with respect to any liability of the Protected Parties and the Insurer Entities and shall assume any obligations relating to Medicare arising from Survivor Claims, including under the MSPA. All payment obligations to a Survivor Claimant shall be funded from the assets of the Trust, and the Trustee shall be the fiduciary and/or administrator as that term is defined in the MMSEA.

2.2.3 The Plan shall provide that the Trust shall defend, indemnify, and hold harmless the Protected Parties and the Insurer Entities from any Claims related to Medicare reporting and payment obligations arising from Survivor Claims, including any obligations owing or potentially owing under MMSEA or MSPA, and any other Medicare Claims arising from the Plan, the Trust Documents, and the Plan Documents. The Trust shall not be obligated to create a reserve for this potential obligation.

2.2.4 The Plan shall include the Channeling Injunction in substantially the form and substance in Exhibit A, with only such modifications that are acceptable to the Parties.

2.2.5 The Plan shall include that the Trust shall defend, indemnify, and hold harmless the Insurer Entities with respect to all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless the Insurer Entities with respect to Covered Non-Survivor Claims and any released Claims that are not Survivor Claims, Related Insurance Claims, or Medicare Claims.

2.2.6 The Plan shall include the Supplemental Settling Insurer Injunction in substantially the form and substance in Exhibit C, with only such modifications that are acceptable to the Parties.

2.2.7 The Plan shall provide for *Pierringer* releases in favor of the Diocese, Parishes, and the Insurer Entities from all holders of Survivor Claims as a condition for receiving a payment from the Trust, in form and substance satisfactory to the Parties.

2.2.8 The Plan shall provide for releases by the Diocese and the Parishes in favor of the Insurer Entities with respect to Channeled Claims.

2.2.9 The Plan shall incorporate the Settlement Agreement by reference and make the Settlement Agreement part of the Plan as if set forth fully within the Plan, and shall provide that the Settlement Agreement is binding on the Insurer Entities, the Trust, the Diocese, the Parishes, the Reorganized Debtor, the UCC, parties in interest in the Chapter 11 Case, and any of the foregoing Persons' successors and assigns.

2.3 Confirmation Order. The Diocese shall seek and obtain entry of the Confirmation Order.

2.3.1 The Confirmation Order shall be substantially in form and substance as the Confirmation Order attached as Exhibit D. For the avoidance of doubt, the Confirmation Order shall: (a) approve the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code, (b) contain the Channeling Injunction, (c) contain the Supplemental Settling Insurer Injunction, and (d) provide that this Settlement Agreement is binding on the Insurer Entities, the Trust, the Diocese, the Reorganized Debtor, the Parishes, the UCC, parties in interest in the Chapter 11 Case, and any of the foregoing Persons' successors and assigns.

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

2.3.3 In seeking to obtain the Confirmation Order, the Diocese shall (a) seek a confirmation hearing on an appropriately timely basis, (b) urge the Bankruptcy Court to overrule any objections that would affect the rights and benefits afforded the Insurer Entities under this Settlement Agreement and to confirm the Plan, and (c) take all reasonable steps to defend against any appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Confirmation Order.

2.3.4 Prior to entry of the Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Survivor Claim. If the Bankruptcy Court lifts the stay as to any Survivor Claim prior to entry of the Confirmation Order, the Diocese shall defend itself against the Survivor Claim and comply with the terms of the stay relief order. The Insurer Entities shall have no duty to defend and/or indemnify the Diocese against the Survivor Claim. However, if the Diocese fails to defend against the Survivor Claim, for any reason, the Insurer Entities reserve the right to defend and/or indemnify the Diocese against the Survivor Claim and any costs incurred by the Insurer Entities in defending and/or indemnifying the Diocese shall be deducted from the Settlement Amount. In such event, the Diocese shall cooperate with the Insurer Entities in the defense and/or indemnification of such Survivor Claims.

2.4 Insurance Coverage Adversary Proceeding. The Parties shall cease all litigation activities against each other in the Insurance Coverage Adversary Proceeding; provided, however, that each Party may take whatever steps that, in its sole judgment, are necessary to defend its interests as long as it remains a party in the Insurance Coverage Adversary Proceeding.

2.4.1 The Diocese shall use its reasonable efforts to obtain the dismissal of other Claims, if any, against the Insurer Entities by any other insurer in the Insurance Coverage Adversary Proceeding.

2.4.2 The Parties covenant not to sue each other until (a) the Bankruptcy Orders become Non-Appealable Orders, at which time this covenant is superseded by the releases provided in Article IV of this Settlement Agreement or (b) the date on which this Settlement Agreement is terminated. As of the Settlement Agreement Effective Date, the Protected Parties (a) shall withdraw all outstanding tenders of Claims to the Insurer Entities for defense and indemnity, (b) shall not tender any Claims to the Insurer Entities, and (c) shall not request that the Insurer Entities fund any judgments, settlements, or defense costs.

2.5 Solicitation Procedures Motion. In connection with the filing of the Plan and the Disclosure Statement, the Diocese shall file the Solicitation Procedures Motion. The Solicitation Procedures Motion shall seek approval of (a) the adequacy of the Disclosure Statement, (b) the content and form of the confirmation hearing notice, (c) the content and form of the ballots for classes eligible to vote under the Plan, (d) the procedures for voting to accept or reject the Plan, (e) the voting deadline, (f) the tabulation procedures, and (g) the publication notice and publication procedures. The Diocese shall seek entry of the Procedures Order in substantially the same form and substance as Exhibit F attached to this Settlement Agreement, with only such modifications that are acceptable to the Parties.

2.6 Claim Treatment. The Insurer Entities shall have no obligation to pay, handle, object to, or otherwise respond to any Claim, unless this Settlement Agreement is terminated.

ARTICLE III
PAYMENT OF THE SETTLEMENT AMOUNT AND DISMISSAL OF
INSURANCE COVERAGE ADVERSARY PROCEEDING

3.1 Conditions Precedent. The Settlement Agreement shall become effective and binding on the Parties and the Insurer Entities shall be obligated to pay the Settlement Amount to the Trust, only after each and every one of the following conditions has first been satisfied:

3.1.1 The Settlement Agreement has been executed by all the Parties in form and substance acceptable to the Parties;

3.1.2 The Bankruptcy Court has entered the Approval Order, granting the Approval Motion in its entirety, and the Approval Order becomes a Non-Appealable Order;

3.1.3 The Bankruptcy Court has entered the Procedure Order, granting the Solicitation Procedures Motion in its entirety, and the Procedure Order becomes a Non-Appealable Order; and

3.1.4 The Bankruptcy Court has entered the Confirmation Order, approving the Plan consistent with the terms of the Settlement Agreement, including approving the Channeling Injunction, Supplemental Settling Insurer Injunction, and the releases in favor of the Protected Parties and the Insurer Entities, and the Confirmation Order becomes a Non-Appealable Order.

3.2 Notice of the Settlement Agreement Effective Date. Within three days after all of the conditions precedent contained in Section 3.1 are satisfied, the Diocese shall provide the Parties with notice of the Settlement Agreement Effective Date.

3.3 Payment of Settlement Amount. In full and final settlement of (a) all responsibilities for any and all Survivor Claims that occurred or may have arisen prior to the Plan Effective Date and all Channeled Claims and (b) in consideration of the sale of the Policies free and clear of all Claims and Interests of any Person, the Insured Entities shall pay the Settlement Amount to the Trust within thirty (30) days after receiving both notice of the Settlement Agreement Effective Date and directions as to transmission of the payment. The Insurer Entities shall have the option to pay the Settlement Amount by check or wire transfer.

3.3.1 The Parties agree that the Settlement Amount is the total amount the Insurer Entities are obligated to pay on account of (a) any and all Claims, including all Survivor Claims, Channeled Claims, reimbursement obligations for the Medicare Claims, and Extra-Contractual Claims that arise under, arise out of, relate to, or are in connection with the Policies and (b) any and all Claims and Interests, whether known or unknown, past, present, or future, that arise under, arise out of, relate to, or are in connection with the Policies.

3.3.2 The Parties further agree that (a) under no circumstance will the Insurer Entities ever be obligated to make any additional payments in excess of the Settlement Amount to, or on behalf of, anyone in connection with any Claims covered or allegedly covered under the Policies, including any Survivor Claims, Unknown Survivor Claims, Covered Non-Survivor Claims, Post-Effective Date Unknown Survivor Claims, Pre-Effective Date Unknown Survivor Claims, Related Insurance Claims, Channeled Claims, reimbursement obligations for the Medicare Claims, and Extra-Contractual Claims, covered or allegedly covered under the Policies, (b) under no circumstance shall the

Insurer Entities ever be obligated to make any additional payments to, or on behalf of, the Diocese or any Survivor Claimants in connection with any coverage under any of the Policies, with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Survivor Claims or Channeled Claims and regardless of how the Policies identify or describe the limits of liability under the Policies, all such limits, including all per person, per occurrence, per claim, and aggregate limits, shall be deemed fully and properly exhausted.

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

3.4 Dismissal of Insurance Coverage Adversary Proceeding. Within ten (10) days after the Insurer Entities pay the Settlement Amount to the Trust, the Diocese shall sign and file any necessary papers to dismiss the Insurance Coverage Adversary Proceeding with prejudice as to the Insurer Entities, with each party to bear its own attorneys' fees and costs. To the extent any other pending action exists between the Parties in connection with the Coverage Disputes, the Diocese shall dismiss those pending actions within ten (10) days after the Settlement Amount is paid by the Insurer Entities to the Trust.

ARTICLE IV RELEASES AND SALE FREE AND CLEAR

4.1 Diocese's and Parishes' Release of the Insurer Entities. Upon payment of the Settlement Amount to the Trust, the Diocese and Parishes hereby fully, finally, and completely release, remise, acquit, and forever discharge the Insurer Entities and any of its claims handling agents from any and all past, present, and future or unknown Claims that occurred or may have arisen prior to the Plan Effective Date and that directly or indirectly arise out of, relate to, or are in connection with (a) the Policies, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by the Insurer Entities, (c) the Survivor Claims, (d) the Unknown Survivor Claims; (e) the Channeled Claims, (f) the Related Insurance Claims, (g) the Extra-Contractual Claims, (h) the reimbursement obligations for Medicare Claims, and (i) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case.

4.2 Insurer Entities' Release of Diocese and Parishes. Upon payment by the Insurer Entities of the Settlement Amount, the Insurer Entities hereby fully, finally, and completely remise, release, acquit, and forever discharge the Diocese and the Parishes from any and all past, present, and future or unknown Claims that occurred or may have arisen prior to the Plan Effective Date that directly or indirectly arise out of, relate to, or are in connection with (a) the Policies, (b) any other binder, certificate, or policy of insurance issued or allegedly issued by the Insurer Entities, (c) the Survivor Claims, (d) the Unknown Survivor Claims, (e) the Channeled Claims, (f) the Related Insurance Claims, (g) the Extra-Contractual Claims, (h) the reimbursement obligations for Medicare Claims, and (i) all Claims that directly or indirectly arise from, relate to, or are in connection with the Chapter 11 Case.

4.3 General Release Provisions.

4.3.1 Unless otherwise provided in the Plan, the releases contained in this Article IV shall be pursuant to the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963), and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). This Settlement Agreement in no way releases any Claims held by Survivor Claimants against religious orders and all Persons who are not Protected Parties, who will remain severally liable on any Claims.

4.3.2 From and after the Settlement Agreement Effective Date, the Diocese shall not assert any Claim against the Insurer Entities with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or indirectly arises out of, relates to, or is in connection with the Policies, including any Survivor Claim, Unknown Survivor Claim, or Late-Filed Survivor Claim, that occurred or may have arisen prior to the Plan Effective Date, including any Survivor Claim or Unknown Survivor Claim that arises under or relates to any other binder, certificate, or policy of insurance issued or allegedly issued by the Insurer Entities to the Diocese or the Parishes, any Channeled Claim, any Extra-Contractual Claim, and/or any other matter released pursuant to Article IV of this Settlement Agreement.

4.3.3 From and after the Settlement Agreement Effective Date, the Parishes shall not assert any Claim against the Insurer Entities with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that directly or indirectly arises out of, relates to, or is in connection with the Policies, including any Survivor Claim, Unknown Survivor Claim, and any other Claim that arises under or relates to any other binder, certificate, or policy of insurance issued or allegedly issued by the Insurer Entities, any Channeled Claim, any Extra-Contractual Claim, and/or any other matter released pursuant to Article IV of this Settlement Agreement.

4.4 Buy Back of the Policies. As set forth in the Approval Order, after the Settlement Agreement Effective Date and after payment of the Settlement Amount to the Trust, the Insurer

Entities shall have the benefit of a policy buy back of the Policies free and clear of all Interests of all Persons, including all Interests of the Diocese and the Parishes, any other Person claiming coverage by, through, or on behalf of any of the Diocese and the Parishes, any other insurer, and any Survivor Claimant, Known Survivor Claimant, Unknown Survivor Claimant, or Late-Filed Survivor Claimant. This sale is pursuant to Sections 363(b) and 363(f) of the Bankruptcy Code. The Parties acknowledge and agree that (a) the Insurer Entities are good faith purchasers of the Policies within the meaning of section 363(m) of the Bankruptcy Code and (b) 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, and (c) the releases in this Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable non-bankruptcy laws.

4.5 Termination of the Policies. After the Settlement Agreement Effective Date and the Insurer Entities buy back the Policies, the Policies shall be terminated and of no further force and effect. The payment of the Settlement Amount shall constitute the Insurer Entities' full and complete performance of any and all obligations under the Policies, including any performance owed to the Diocese and the Parishes, and exhausts all limits of liability of the Policies. All Interests the Diocese and the Parishes may have had, may presently have, or in the future may have in the Policies shall be released. The Diocese and the Parishes accept the Insurer Entities' payment of the Settlement Amount pursuant to Section 3.3 of the Settlement Agreement, in full and complete satisfaction of all of the Insurer Entities' past, present, and future obligations, including any obligation to the Diocese or any of the Parishes 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 Chapter 11 Case, or otherwise under the Policies.

4.6 Waiver of Surviving Claims. If, contrary to the intent of the Parties, any Claims released pursuant to this Article IV of the Settlement Agreement, including any past, present, or unknown Claims for insurance coverage under the Policies or any other Claim by the Diocese or the Parishes against the Insurer Entities, are deemed to survive this Settlement Agreement, even though they are encompassed by the terms of the releases set forth in this Article IV of this Settlement Agreement, the Parties hereby forever, expressly, and irrevocably waive entitlement to and agree not to assert any and all such Claims.

4.7 Comparative Releases. All of the releases and other benefits provided in this Settlement Agreement by the Diocese and the Parishes to the Insurer Entities are at least as favorable as the releases and other benefits that the Diocese and the Parishes have provided to any other one of the Diocese's insurers in the Chapter 11 Case. If the Diocese or the Parishes enter into any agreement with any other insurer in the Chapter 11 Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then this Settlement Agreement shall be deemed to be modified to provide the

Insurer Entities with those more favorable releases and/or benefits. However, the provision at Section 7.2.1 of the Settlement Agreement that the duty to defend, indemnify, and hold harmless the Insurer Entities does not extend to, and does not include, Claims that are, or may be, made against the Insurer Entities by other insurers shall not be modified. The Diocese shall notify the Insurer Entities promptly of the existence of such more favorable releases or benefits.

4.8 Reinsurance. Neither the releases set forth in this Article IV nor any other provisions in this Settlement Agreement are intended to apply to, or have any effect on, the Insurer Entities' right to seek or obtain 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, or allegedly issued, by the Insurer Entities. The Diocese and the Parishes shall undertake all reasonable actions and cooperate with the Insurer Entities in connection with its reinsurers.

4.9 No Release of Settlement Agreement Obligations. This Article IV is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

ARTICLE V TERMINATION OF THE SETTLEMENT AGREEMENT

5.1 Termination Conditions. Any of the Parties may terminate its participation in this Settlement Agreement prior to the Settlement Agreement Effective Date if any of the following conditions occur:

5.1.1 The Bankruptcy Orders do not become Non-Appealable Orders within one year from the date on which the Settlement Agreement is executed by all the Parties;

5.1.2 The Diocese files a chapter 11 plan that is inconsistent with this Settlement Agreement or the filing of a chapter 11 plan by another Person that is inconsistent with the terms of the Settlement Agreement; or

5.1.3 The Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

5.2 Effect of Termination. Upon termination of the Settlement Agreement by any party, the Settlement Agreement shall be null and void and of no force or effect, including the releases provided in Article IV of this Settlement Agreement, and the Parties shall retain all of their rights, defenses, and obligations with respect to the Policies as if this Settlement Agreement never existed.

**ARTICLE VI
REPRESENTATION AND WARRANTIES OF THE PARTIES**

6.1 Representations of All Parties. The Parties separately represent and warrant as follows:

6.1.1 Each of the Parties has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court in the Chapter 11 Case.

6.1.2 This Settlement Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith, pursuant to arm's length negotiations and for value and valuable consideration.

6.1.3 The Parties have completed a reasonable search for evidence of any policies or certificates of insurance issued by the Insurer Entities to the Diocese and Parishes that would afford coverage with respect to any Survivor Claim. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the schedules or exhibits thereto, shall be construed as, or deemed to be, an admission or evidence that any binder, certificate, or policy of insurance was in fact issued and/or affords coverage in connection with the Survivor Claims.

6.2 Representations of Diocese and Parishes. The Diocese and Parishes each represent and warrant as follows:

6.2.1 The Diocese and the Parishes have not assigned, and shall not assign, any Interests in the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Entities.

6.2.2 The Diocese and the Parishes have not in any way assisted, and shall not in any way assist, any Person in the establishment of any Claim against the Insurer Entities.

6.2.3 The Diocese and the Parishes are the owners of the Policies and no other Person has legal title to the Policies.

**ARTICLE VII
ACTIONS INVOLVING THIRD PARTIES**

7.1 Other Insurer Claims. For purposes of supporting the releases granted in Article IV and the extinguishment of any and all rights under the Policies, the Diocese and Parishes hereby agree as follows:

7.1.1 After the Settlement Agreement Effective Date, if any other insurer of the Diocese or Parishes obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from the Insurer Entities as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for 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 the Insurer Entities for any Claims released or resolved pursuant to this Settlement Agreement, the Diocese, Parish, or Trust, as applicable, shall voluntarily reduce its judgment or Claim against, or settlement with, such other insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against the Insurer Entities. To ensure that such a reduction is accomplished, the Insurer Entities shall be entitled to assert this Article VII as a defense to any action or Claim against it brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect the Insurer Entities from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against the Insurer Entities, such Claim may be asserted as a defense against a Claim by the Diocese, Parish or Trust, as applicable, in any coverage litigation, and the Diocese, Parish or Trust, as applicable, may assert the legal and equitable rights of the Insurer Entities in response thereto. To the extent such a Claim is determined to be valid by the court or appropriate tribunal presiding over such action, the liability of such other insurer to the Diocese, Parish or the Trust, as applicable, shall be reduced dollar for dollar by the amount so determined.

7.1.2 The Insurer Entities shall not seek reimbursement (other than from a reinsurer or retrocessionaire) for any payments it was obligated to make under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other insurer of the Diocese or Parishes unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from the Insurer Entities. The Diocese and Parishes shall use their respective reasonable best efforts to obtain from all insurers with which it settles agreements similar to those contained in this Article VII.

7.2 Indemnification. After the Settlement Agreement Effective Date and the Plan Effective Date, pursuant to the terms of the Plan, the Trust shall defend, indemnify, and hold harmless the Insurer Entities with respect to any and all Survivor Claims, Related Insurance Claims, and Medicare Claims. The Reorganized Debtor shall defend, indemnify, and hold harmless the Insurer Entities with respect to any and all Covered Non-Survivor Claims, and any released Claims that are not Survivor Claims, Related Insurance Claims, or Medicare Claims.

7.2.1 The indemnification obligations of the Trust and the Reorganized Debtor to the Insured Entities includes Survivor Claims made by Persons over whom the Diocese

or Parishes do not have control, including any other Person who asserts Survivor Claims against or rights to coverage under the Policies. The obligation of the Trust or Reorganized Debtor to indemnify the Insurer Entities shall not exceed the Settlement Amount. The duty to defend, indemnify, and hold harmless the Insurer Entities does not extend to or include Claims that are, or may be, made against the Insurer Entities by other insurers.

7.2.2 The Insurer Entities may, but are not obligated to, undertake the defense of any Claim upon receipt of such Claim without affecting such indemnification obligations. The Insurer Entities agree to notify the Trust or Reorganized Debtor, as applicable, as soon as practicable of any Claims identified in Section 7.2 of this Settlement Agreement and of their choice of counsel. The Insurer Entities' defense of any Claims shall have no effect on the obligation of the Trust or Reorganized Debtor, as applicable, to indemnify the Insurer Entities for such Claims and defense costs, as set forth in Section 7.2 of this Settlement Agreement.

7.2.3 The Trust or Reorganized Debtor, as applicable, subject to the limitations above regarding the maximum amounts the Trust or Reorganized Debtor must pay, shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by the Insurer Entities in defending such Claims. In defense of any such Claims, the Insurer Entities may settle or otherwise resolve a Claim only with the prior consent of the Trust or Reorganized Debtor, as applicable, which consent shall not be unreasonably withheld. To the extent Section 7.2 of this Settlement Agreement may give rise to pre-Plan Effective Date administrative claims which have not been provided for in the Plan, such claims shall pass through the Plan unimpaired.

7.3 Stay of Prosecution of Channeled Claim. If any Person attempts to prosecute a Channeled Claim against the Insurer Entities before the Settlement Agreement Effective Date, then promptly following notice to do so from the Insurer Entities, the Diocese shall file a motion and supporting papers to obtain an order from the Bankruptcy Court, pursuant to sections 362 and 105(a) of the Bankruptcy Code, protecting the Insurer Entities from any such Claims until the Bankruptcy Orders become Non-Appealable Orders or, alternatively, this Settlement Agreement is terminated under Article V of this Settlement Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 If any proceedings are commenced to invalidate or prevent the enforcement or implementation of any of the provisions of this Settlement Agreement, the Parties agree to cooperate fully to oppose such proceedings. In the event that any action or proceeding of any type whatsoever is commenced or prosecuted, by any Person not a Party to this Settlement Agreement, to invalidate, interpret, or prevent the validation or enforcement of all or any of the

provisions of this Settlement Agreement, the Parties mutually agree, represent, warrant, and covenant to cooperate fully in opposing such action or proceeding.

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

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Confirmation Order, the Solicitation Procedures Motion, the Procedures Order, and the Chapter 11 Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court.

8.4 This Settlement Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.5 This Settlement Agreement may be modified only by written amendment signed by the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.6 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent and shall not be used as a standard by which other matters may be judged.

8.7 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession of liability, culpability, wrongdoing, or insurance coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have

otherwise been admissible, absent this Section 8.7, in (a) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Article VII or (b) any possible action or proceeding between the Insurer Entities and any of its reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret the Insurer Entities' obligations under any of the Policies or any other binder, certificate, or policy of insurance or any acknowledgement of coverage issued by the Insurer Entities with respect to any Claims against the Insurer Entities.

8.8 Neither this Settlement Agreement nor the rights and obligations set forth in this Agreement shall be assigned without the prior written consent for the other parties.

8.9 None of the Parties shall make any public statements or disclosures (a) regarding each other's rationale or motivation for negotiating or entering into this Settlement Agreement or (b) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Policies or any other binder, certificate, or policy of insurance issued by the Insurer Entities, including handling of, or involvement in connection with, the Survivor Claims or the resolution of the Survivor Claims.

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

8.11 Section titles and/or headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.12 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other person or address as any of them may designate in writing from time to time:

If to the Diocese:

The Diocese of New Ulm
Attention: Thomas Holzer
Catholic Pastoral Center
1421 6th Street North
New Ulm, MN 56073

with a copy to:

James L. Baillie
Steven R. Kinsella
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
jbaillie@fredlaw.com
skinsella@fredlaw.com

If to Insurer Entities:

Madeleine B. Bass, Esq.
Armour Risk Management Inc.
3 Batterymarch Park
Quincy, MA 02169
Telephone: 857.403.4997
mbass@armourrisk.com

with a copy to:

David M. Dolendi
Hinkhouse Williams Walsh LLP
180 North Stetson Avenue, Suite 3400
Chicago, IL 60601
Telephone: 312.784.5448
ddolendi@hww-law.com

If to the Parishes:

David E. Runck
Fafinski Mark & Johnson, P.A.
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
david.runck@fmjlaw.com

8.13 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile or other electronic image, which facsimile or other electronic image counterparts shall be deemed to be originals.

8.14 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (a) an admission by the Insurer Entities that the Diocese, Parishes, 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 or allegedly issued by the Insurer Entities or as to the validity of any of the positions that have been or could have been asserted by the Diocese or Parishes , (b) an

admission by the Diocese or Parishes 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 Diocese or Parishes against the Insurer Entities, or (c) an admission by the Diocese, Parishes or the Insurer Entities of any liability whatsoever with respect to any of the Survivor Claims.

8.15 All of the Persons included in the definition of the Insurer Entities, Protected Parties, and the Trust and Trustee are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.16 The Diocese, Parishes, and the Insurer Entities shall be responsible for their own fees and costs incurred in connection with the Chapter 11 Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.17 The following rules of construction shall apply to this Settlement Agreement:

8.17.1 Unless the context of this Settlement Agreement otherwise requires: (a) words of any gender include each gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement, and (d) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.17.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.17.3 The wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The wording of this Settlement Agreement shall not be construed in favor of or against any Party.

8.17.4 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.17.5 Requirements that forms of motions, orders, and other pleadings be acceptable to all or some of the Parties shall include the requirement that such acceptances shall not be unreasonably withheld.

8.18 The Bankruptcy Court in the Chapter 11 Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with Minnesota law.

8.19 This Settlement Agreement and the obligations under this Settlement Agreement shall be binding on the Parties and shall survive the entry of the Confirmation Order, unless this Settlement Agreement is terminated pursuant to Section 5.1 of the Settlement Agreement.

8.20 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date.

[SIGNATURE PAGES TO FOLLOW]

69257909 v3

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of The Diocese of New Ulm

By: Msgr. Douglas L. Grams
Rev. Msgr. Douglas L. Grams

Title: Vicar General

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of Employers Liability Assurance Corporation

By: *Madeleine B. Bass*

Title: Senior Account Manager

Date: March 5, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Cathedral of the Holy Trinity, New
Ulm,**

By: Msgr Douglas L. Greene

Title: Rector/Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Japanese Martyrs
(Leavenworth), Sleepy Eye**

By: Mrs. Eugene. Lyne.

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady (Manannah),
Grove City,**

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Our Lady of the Lakes,
Spicer**

By: Rev. Steven J. Chabalst
Title: PASTOR
Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Our Lady of Victory, Lucan


By: Rev. Frederick A. Hume

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of Ss. Cyril and Methodius,
Taunton**

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of Ss. Peter and Paul (Ivanhoe)

By: Fredrick Paul Hubert

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Aloysius, Olivia

By: FR Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anastasia, Hutchinson

By: Paul Shy

Title: Vice President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Andrew, Fairfax

By: Bruno OSB

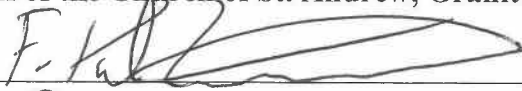
Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the ~~Church~~ of St. Andrew, Granite Falls,

By: 

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anne, Wabasso

By: Past. Anthony Hine

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Anthony, Watkins

By: Rev. Dan Wood

Title: Pastor

Date: 2-27-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Boniface, Stewart

By: 

Title: Vice-President / Pastor

Date: 02/26/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Brendan, Green Isle,

By: F. [Signature]

Title: Parochial Administrator

Date: 2/26/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Bridget, De Graff

By: Fa. Perry Cuara

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Catherine, Redwood Falls,

By: *Rev. Forrest Lewis Hemen*

Title: *Pastor*

Date: *2-27-20*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Clara, Clara City

By: fr. Paul [Signature]

Title: Pastor

Date: 2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

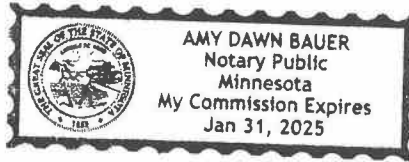
**On behalf of the Church of St. Clotilde (Green Valley),
Marshall,**

By: *Fr. Marked byff*

Title: *Pastor*

Date: *Feb. 24, 2020*

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Dionysius, Tyler

By: Frederick Huberty

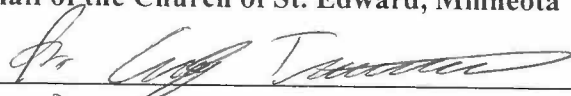
Title: Pastor

Date: 2-24-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Edward, Minneota

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Eloi, Ghent,

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Francis, Benson

By: Fr. Jeremy Cicana

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Francis de Sales,
Winthrop**

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Genevieve, Lake Benton

By: Fredrick Arnold Hulbert

Title: Pastor

Date: 2-24-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. George, New Ulm

By: Msgr. Douglas L. Gams

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Gertrude, Litchfield

By: Rev. Jeffrey P. Horejci

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Gregory the Great,
Lafayette**

By: Msgr Douglas L. Grime

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Dawson

By: 

Title: Pastor

Date: 7-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. James, Nassau

By: *Sarah Bin Oates*

Title: *Pastor*

Date: *July 26 2020*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Appleton

By: Fr. Jimmy Cicca

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Darwin

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Morton

By: Rev Fr. Anthony Hesse

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Ortonville

By: *Fred Bin Oshel*

Title: *Pastor*

Date: *July 26 2020*

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John (Faxon), Belle Plaine

By: Rev. Samuel Perez

Title: Pastor -

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John, Hector

By: Fr Joseph A Steinbeissen

Title: PASTOR

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. John Cantius, Wilno

By: Father Ronald Hulbert

Title: Pastor

Date: 2-23-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. John the Baptist
(Searles), New Ulm**

By: Msgr Douglas J. Gamm

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Henderson,

By: Rev. Samuel Perez

Title: Pastor

Date: 02 - 25 - 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Lambertton

By: Fr. Philip Schoteko

Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Montevideo

By: _____

A handwritten signature in black ink, appearing to be "F. J. ...", written over a horizontal line.

Title: _____

Pastor

Date: _____

2-21-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Joseph, Clements

By: Msgr. Eugene A. Loyola

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Church of St. Joseph (Rosen),
Bellingham**

By: Sasha Tim Oat

Title: Pastor

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Leo, Saint Leo

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Malachy, Clontarf

By: Fr. Henry Keenan

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Arlington

By: Fr. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Bird Island

By: Joseph A Steinbeissen

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Cottonwood

By: Rev. Matt Quiring

Title: Parochial Administrator

Date: 2-24-20



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, New Ulm

By: Msgr. Douglas L. Grams

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Sleepy Eye

By: Msgr. Stephen J. Lepore

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

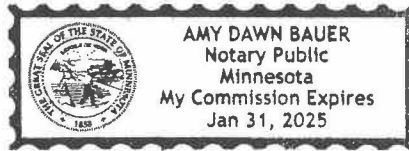
On behalf of the Church of St. Mary, Tracy

By: Fr. Menck Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Willmar

By: Rev. Steven J. Unholt

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Beardsley

By: Sarah Sue Osto

Title: Paste

Date: July 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mary, Seaforth

By: Rev. Fr. Anthony J. Huser

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Mathias, Wanda

By: Rev. Fr. Anthony Hum

Title: Pastor

Date: 2-28-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Gaylord,

By: F. [Signature]

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Madison,

By: Sachin Bin W Oestel

Title: Pastor

Date: Feb 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

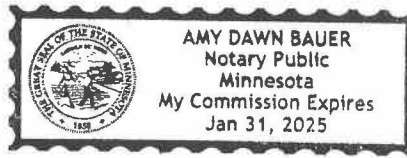
On behalf of the Church of St. Michael, Milroy

By: *A. Mansuetti*

Title: *Pastor*

Date: *Feb. 24, 2020*

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Michael, Morgan

By: Msgr. Eugene J. Lajinski

Title: Pastor

Date: 3/5/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Patrick, Kandiyohi

By: Rev. Steven J. Ushelst

Title: PASTOR

Date: 2-22-2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Comfrey

By: Msgr. Eugene J. Lynch

Title: Pastor

Date: 2/25/20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Paul, Nicollet

By: Dennis C. Labat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

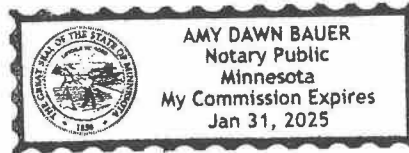
On behalf of the Church of St. Paul, Walnut Grove

By: *Tr. Mark Saiffel*

Title: *Pastor*

Date: *Feb 24, 2020*

Amy D. Bauer



✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Saint Peter

By: Dennis C. Labat

Title: pastor

Date: 2-26-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Peter, Canby

By: 

Title: Pastor

Date: 2-25-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Philip, Litchfield,

By: Rev. Jeffrey P. Horejsi

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Pius X, Glencoe,

By: Rev. Anthony J. [Signature]

Title: Pastor - vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Raphael, Springfield

By: Fr Philip Schoteko

Title: Pastor

Date: 2-23-20

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Thomas More, Lake Lillian

By: Rev. Steven J. Deibel

Title: PASTOR

Date: 2-22-2020



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of St. Willibrord, Gibbon

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Family, Silver Lake

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

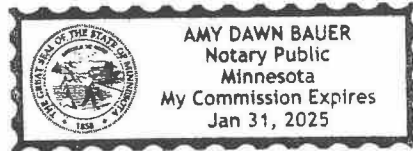
**On behalf of the Church of the Holy Redeemer,
Marshall**

By: J. Mark Steffel

Title: Pastor

Date: Feb. 24, 2020

Amy D. Bauer



IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Redeemer, Renville

By: Joseph A Steinbeisser

Title: Pastor

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, Graceville,

By: Father Ben W Oestlund

Title: Paster

Date: Febry 26 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Rosary, North Mankato

By:

Rev. Paul Wayne Johnson

Title:

Pastor

Date:

March 5, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Holy Trinity, Winsted

By: Rev. Anthony J. [Signature]

Title: Pastor and vice-president

Date: 2-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Franklin,

By: Bruno OSB

Title: Parochial Administrator

Date: 2/26/20

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Church of the Sacred Heart, Murdock

By: Fr. Jimmy Arana

Title: Pastor

Date: 2/25/2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below:

On behalf of New Ulm Area Catholic Schools

By: Mrs. Douglas L. Grane

Title: Canonical Administrator

Date: February 28, 2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of St. Thomas, Sanborn

By: Fr. Philip Schotzko

Title: Pastor

Date: Feb 23, 2020

✓

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

**On behalf of the Oratory of St. Thomas (Jessenland),
Henderson,**

By: Rev. Samuel Peres

Title: Pastor

Date: 02-25-2020

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the last date indicated below.

On behalf of the Oratory of the Visitation, Danvers

By: Fr. Jimmy Rivera

Title: Pastor

Date: 2/25/2020

EXHIBIT A

CHANNELING INJUNCTION PLAN LANGUAGE

In consideration of the undertakings of the Protected Parties and the Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among the Protected Parties and any Settling Insurers, and pursuant to Bankruptcy Code Section 105 and 363:

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. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers, including:

(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 the Settling Insurers or against the property of any of the Protected Parties or the Settling Insurers;

(2) enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or the Settling Insurers;

(3) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or the Settling Insurers, or the property of the Protected Parties or the Settling Insurers;

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

A. any obligation due any of the Protected Parties or the Settling Insurers;

B. any of the Protected Parties or the Settling Insurers; or

C. the property of any of the Protected Parties or the Settling Insurers.

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and

(6) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers.

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

67434507 v3

EXHIBIT B**LIST OF PARISHES**

	Parish Entity	Address
1.	Church of St. John	349 E Reuss Ave Appleton, MN 56208-1513
2.	Church of St. Mary	PO Box 392 Arlington, MN 55307-0392
3.	Church of St. Mary (Beardsley)	PO Box 7 Graceville, MN 56240-0007
4.	Church of St. Francis	508 13th St N Benson, MN 56215-1228
5.	Church of St. Mary	PO Box 500 Bird Island, MN 55310-0500
6.	Church of St. Peter (Canby)	408 N. Washington St Minneota, MN 56264-9605
7.	Church of St. Clara (Clara City)	512 Black Oak Ave Montevideo, MN 56265-1874
8.	Church of St. Joseph (Clements)	PO Box 459 Morgan, MN 56266-0459
9.	Church of St. Malachy (Clontarf)	508 13th St N Benson, MN 56215-1228
10.	Church of St. Paul	PO Box 277 Comfrey, MN 56019-0277
11.	Church of St. Mary	PO Box 228 Cottonwood, MN 56229-0228
12.	Oratory of the Visitation	508 13th St N Benson, MN 56215-1228
13.	Church of St. John	106 N 4th St Darwin, MN 55324-6016
14.	Church of St. James (Dawson)	408 N. Washington Minneota, MN 56264-9605
15.	Church of St. Bridget (DeGraff)	508 13th St N Benson, MN 56215-1228
16.	Church of St. Andrew	PO Box C Fairfax, MN 55332-0903
17.	Church of St. Gertrude (Forest City)	821 E 5th St Litchfield, MN 55355-1862
18.	Church of the Sacred Heart	PO Box 175 Franklin, MN 55333-0175
19.	Church of St. Michael	PO Box 357 Gaylord, MN 55334-0357
20.	Church of St. Eloi	409 N Adams St. Minneota, MN 56264
21.	Church of St. Willibrord	PO Box 436 Gibbon, MN 55335-0436
22.	Church of St. Pius X	1014 Knight Ave N Glencoe, MN 55336-2320

	Parish Entity	Address
23.	Church of the Holy Rosary	PO Box 7 Graceville, MN 56240-0007
24.	Church of St. Andrew (Granite Falls)	512 Black Oak Ave Montevideo, MN 56265-1874
25.	Church of St. Brendan	PO Box 85 Green Isle, MN 55338-0085
26.	Church of St. Clotilde (Green Valley)	c/o Holy Redeemer, 503 W. Lyon Street Marshall, MN 56258
27.	Church of St. John (Hector)	PO Box 500 Bird Island, MN 55310-0500
28.	Church of St. Joseph	PO Box 427 Henderson, MN 56044-0427
29.	Church of St. Anastasia	460 Lake St SW Hutchinson, MN 55350-2349
30.	Church of Ss. Peter and Paul (Ivanhoe)	PO Box 310 Tyler, MN 56178-0310
31.	Oratory of St. Thomas (Jessenland)	PO Box 427 Henderson, MN 56044-0427
32.	Church of St. Patrick	713 12th St SW Willmar, MN 56201-3082
33.	Church of St. Gregory the Great	PO Box 5 Lafayette, MN 56054-0005
34.	Church of St. Genevieve (Lake Benton)	PO Box 310 Tyler, MN 56178-0310
35.	Church of St. Thomas More	713 12th St SW Willmar, MN 56201-3082
36.	Church of St. Joseph	PO Box 458 Lamberton, MN 56152-0458
37.	Church of Japanese Martyrs (Leavenworth)	30881 County Road 24 Sleepy Eye, MN 56085-4361
38.	Church of St. Philip	821 E 5th St Litchfield, MN 55355-2263
39.	Church of Our Lady of Victory	PO Box 96 Lucan, MN 56255-0096
40.	Church of St. Michael	412 W 3rd St Madison, MN 56256-1494
41.	Church of Our Lady (Manannah)	57482 Csah 3 Grove City, MN 56243-2103
42.	Church of the Holy Redeemer	503 W Lyon St Marshall, MN 56258-1390
43.	Church of St. Michael	200 Euclid Ave Milroy, MN 56263-1169
44.	Church of St. Edward	408 N Washington St Minneota, MN 56264-9605
45.	Church of St. Joseph	512 Black Oak Ave Montevideo, MN 56265-1874
46.	Church of St. Michael (Morgan)	104 Saint Marys St NW Sleepy Eye, MN 56085-1024

	Parish Entity	Address
47.	Church of St. John	PO Box 88 Morton, MN 56270-0088
48.	Church of the Sacred Heart	PO Box 9 Murdock, MN 56271-0009
49.	Church of St. James (Nassau)	421 Madison Ave Ortonville, MN 56278-1327
50.	Cathedral of the Holy Trinity	605 N State St New Ulm, MN 56073-1866
51.	Church of St. Mary	417 S Minnesota St New Ulm, MN 56073-2120
52.	Church of St. Paul	PO Box 248 Nicollet, MN 56074-0248
53.	Church of the Holy Rosary	525 Grant Ave North Mankato, MN 56003-2939
54.	Church of St. Aloysius	302 S 10th St Olivia, MN 56277-1288
55.	Church of St. John	421 Madison Ave Ortonville, MN 56278-1327
56.	Church of St. Catherine	PO Box 383 Redwood Falls, MN 56283-0383
57.	Church of the Holy Redeemer	PO Box 401 Renville, MN 56284-0401
58.	Church of St. Joseph (Rosen)	421 Madison Ave Ortonville, MN 56278-1327
59.	Church of St. John (Faxon)	PO Box 427 Henderson, MN 56044-0427
60.	Church of St. Leo (St. Leo)	408 N. Washington St. Minneota, MN 56264-9605
61.	Church of St. Peter	1801 W Broadway Ave Saint Peter, MN 56082-1368
62.	Oratory of St. Thomas	PO Box 176 Sanborn, MN 56083-0176
63.	Church of St. Mary (Seaforth)	PO Box 239 Wabasso, MN 56293-0239
64.	Church of St. John the Baptist (Searles)	10475 195th St New Ulm, MN 56073-5216
65.	Church of the Holy Family (Silver Lake)	1014 Knight Ave N Glencoe, MN 55336-2320
66.	Church of St. Mary	636 1st Ave N Sleepy Eye, MN 56085-1004
67.	Church of Our Lady of the Lakes	6680 153rd Ave NE Spicer, MN 56288-9663
68.	Church of St. Raphael	20 W Van Dusen St Springfield, MN 56087-1328
69.	Church of St. Boniface	PO Box 202 Stewart, MN 55385-0202
70.	Church of Ss. Cyril and Methodius	PO Box 368 Taunton, MN 56291-0368

	Parish Entity	Address
71.	Church of St. Mary	249 6th St Tracy, MN 56175-1114
72.	Church of St. Dionysius	PO Box 310 Tyler, MN 56178-0310
73.	Church of St. Anne	PO Box 239 Wabasso, MN 56293-0239
74.	Church of St. Paul	249 6th St Tracy, MN 56175-1114
75.	Church of St. Mathias (Wanda)	PO Box 239 Wabasso, MN 56293-0239
76.	Church of St. Anthony	PO Box 409 Watkins, MN 55389-0409
77.	Church of St. George (West Newton)	63128 388th Ln New Ulm, MN 56073-4613
78.	Church of St. John Cantius (Wilno)	PO Box 310 Tyler, MN 56178-0310
79.	Church of St. Mary	713 12th St SW Willmar, MN 56201-3099
80.	Church of the Holy Trinity	PO Box 9 Winsted, MN 55395-0009
81.	Church of St. Francis de Sales	PO Box 447 Winthrop, MN 55396-0447
82.	New Ulm Area Catholic Schools	514 N. Washington St . New Ulm, MN 56073

EXHIBIT C**SUPPLEMENTAL INJUNCTION PLAN LANGUAGE****1.1 Supplemental Settling Insurer Injunction**

Pursuant to Bankruptcy Code Sections 105(a) and 363 and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies free and clear of all Interests pursuant to Bankruptcy Code Section 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests (including all debt holders, all equity holders, all Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to an Insurance Settlement Agreement) against any of the Protected Parties or the Settling Insurers, which, directly or indirectly, arise from, relate to, or are in connection with any Survivor Claims that are covered or alleged to be covered under the Settling Insurer Policies, or any Related Insurance Claims related to such Survivor Claims, 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, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with a Survivor Claim, including:

- a. commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- b. enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- c. creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers;
- d. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers or the property of the Protected Parties or the Settling Insurers; and
- e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

EXHIBIT D

PROPOSED CONFIRMATION ORDER

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER CONFIRMING PLAN

This case is before the court pursuant to the Second Amended Joint Chapter 11 Plan of Reorganization [Docket No. •] proposed by the debtor and the committee of unsecured creditors. The court conducted the plan confirmation hearing on March 10, 2020.

Pursuant to the findings, conclusions and statements of the court on the record at the confirmation hearing, the entire record and the orders approving the Insurance Settlement Agreements (as defined in the plan) which are incorporated into this confirmation order by reference as if set forth fully herein, the court further finds and concludes as follows:

1. The plan satisfies and complies with each of the provisions of 11 U.S.C. § 1129 to the extent applicable to the plan and this case.
2. Every class that was impaired has voted to accept the plan.
3. This case presents the rare and unique circumstances in which the channeling injunctions, supplemental settling insurer injunctions, and releases provided pursuant to the plan and such Insurance Settlement Agreements may be approved. The debtor has numerous and significant liabilities on which the Protected Parties, as defined in the plan and includes the debtor, and Settling Insurers (as defined in the plan), are also liable or possibly liable to some extent. Under the plan, such Protected Parties and Settling Insurers will make substantial contributions to provide for payment to the Survivor Claimants, as defined in the plan. Such

contributions are critical and significant contributions to the effective implementation of the plan, and the plan would not be feasible without such contributions. Such Protected Parties would not release their interests under the Settling Insurer Policies (as defined in the plan) unless they obtained the benefits of the releases and injunctions under the plan. Resolution of the case would not have been possible without such releases and injunctions, and such Protected Parties and Settling Insurers would not have made contributions to the plan without the protections, releases, indemnification, and injunctions provided in the plan and the Insurance Settlement Agreements.

4. The creditors most affected by the releases and injunctions – the Survivor Claimants (as defined in the plan) – have indicated by an overwhelming majority that they accept such provisions; indeed, the committee is a proponent of the plan.

5. The court has jurisdiction pursuant to 28 U.S.C. § 1334(a) and (b) to approve the exculpation, indemnification, release, and limitation of liability provisions of the plan and to issue the channeling injunction, supplemental settling insurer injunction, and other injunctions as provided in Article XIII of the plan.

6. The debtor and committee have complied with all applicable provisions of the bankruptcy code with respect to the plan and the solicitation of acceptances or rejections thereof. In particular, the plan complies with the requirements of 11 U.S.C. §§ 1125 and 1126 as follows:

a. The debtor and committee complied with this court’s order [Docket No. 343] approving notice and solicitation procedures and served the materials designated in the certificate of service [Docket No. 351] in full compliance with the court’s order.

b. The debtor and committee published a notice concerning the plan, confirmation objection deadline, and confirmation hearing date in national and local publications as required by this court's order.

c. Copies of the plan and disclosure statement have been available upon request from the debtor's and committee's counsel and, free of charge, from the debtor's and court's website.

d. The debtor and the committee provided specific and adequate notice of, among other things, (i) the releases, indemnification, and injunctions provided for in the plan and the Insurance Settlement Agreements (as defined in the plan), (ii) the manner in which a creditor or interested party could take steps to obtain additional information regarding, or to object to, the releases or injunctions, (iii) the names of the Settling Insurers and Protected Parties (as the foregoing capitalized terms are defined in the plan) and (d) the confirmation hearing and all relevant dates, deadlines, procedures and other information relating to the plan and the solicitation of votes on the plan.

e. Based on the foregoing and this court's order, all persons entitled to receive notice of the disclosure statement, plan, and the confirmation hearing have received proper, timely and adequate notice in accordance with this court's order, the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules, and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

IT IS ORDERED:

A. CONFIRMATION. The plan filed and dated December 18, 2019, is confirmed.

B. BINDING EFFECT OF THE PLAN. Immediately upon entry of this order, the terms of the plan are approved, effective and binding, including without limitation upon any and all entities acquiring property under the plan, and all holders of claims and Interests (as defined in the plan), any and all non-debtor parties to executory contracts, any and all Survivor Claimants, including Unknown Survivor Claimants and Late-Filed Survivor Claimants (as the foregoing capitalized terms are defined in the plan) and other creditors, whether or not such creditor has filed a proof of claim, whether or not the claim of such creditor is impaired under the plan, and whether or not such creditor has accepted or rejected the plan. All entities shall act or refrain from acting as set forth in the plan.

C. VESTING OF ESTATE'S ASSETS. Except as otherwise provided in this order or in the plan, and as of the effective date of the plan, under 11 U.S.C. §§ 1141(b) and 1141(c), all property of the debtor's estate and all property dealt with by the plan are vested in the trust or the reorganized debtor, or as may otherwise be set forth in the plan, free and clear of all liens, interests and claims of creditors of the debtor.

D. DISCHARGE. Except as otherwise expressly provided in the plan or in this order, on the effective date of the plan, the debtor is discharged and its liability is extinguished completely in respect to any claim and debt that arose prior to the effective date, including all Survivor Claims and Related Insurance Claims (as the foregoing capitalized terms are defined in the plan), whether reduced to judgment or not, liquidated or unliquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, including, without limitation, all interest, if any, on any such claims and debts, whether such interest accrued before or after the petition date, and including all claims and debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h) and 502(i), whether or not

a proof of claim is filed or is deemed filed under 11 U.S.C. § 501, such claim is allowed under 11 U.S.C. § 502, or the holder of such claim has accepted the plan.

E. **EXCULPATION AND LIMITATION OF LIABILITY.** Except as expressly provided in the plan, none of the Exculpated Parties (as defined in the plan) shall have or incur any liability for, and each such 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 case or in connection with the preparation and filing of this 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 such Exculpated Party, in each case subject to determination of such by non-appealable 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 committee, the debtor and their respective officers, board and committee members, employees, attorneys, financial advisors and other professionals shall be entitled to and granted the benefits of 11 U.S.C. § 1125(e) and the channeling injunction.

F. **CHANNELING INJUNCTION. Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan).**

1. **In consideration of the undertakings of the Protected Parties and the Settling Insurers under the plan, their contributions to the Trust (as defined in the**

plan) and other consideration, and pursuant to their respective settlements with the Diocese and to further preserve and promote the agreements between and among such Protected Parties and Settling Insurers, and pursuant to 11 U.S.C. §§ 105 and 363:

i. any and all Channeled Claims (as defined in the plan) 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 such Channeled Claims; and

ii. any and all Persons who have held or asserted, hold or assert, or may in the future hold or assert any such Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties or Settling Insurers (as the foregoing capitalized terms are defined in the plan), including:

a. commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Channeled Claim against any of the Protected Parties or the Settling Insurers (as defined in the plan), or against the property of any of such Protected Parties or Settling Insurers;

b. enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from

any of the Protected Parties or the Settling Insurers (as defined in the plan), or the property of any of such Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim (as defined in the plan) against any such Protected Parties or Settling Insurers;

c. creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim (as defined in the plan) against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

d. asserting, implementing, or effectuating, any Channeled Claim (as defined in the plan) of any kind against:

1. any obligation due any of the Protected Parties or the Settling Insurers (as defined in the plan);

2. any such Protected Parties or Settling Insurers;

or

3. the property of any of such Protected Parties or Settling Insurers.

e. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan; and

f. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of the Settling Insurers (as the foregoing capitalized terms are defined in the plan).

The Channeling Injunction is an integral part of the plan and is essential to the plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this section shall inure to the benefit of the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan). In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees, from the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

G. SUPPLEMENTAL SETTLING INSURER INJUNCTION. Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers (as defined in the plan).

1. Pursuant to 11 U.S.C. §§ 105(a) and 363 and in consideration of the undertakings of such Settling Insurers pursuant to the Insurance Settlement Agreements, including certain Settling Insurers' purchase of the applicable Settling Insurer Policies, free and clear of all Interests pursuant to 11 U.S.C. § 363(f), any and all Persons who have held, now hold, or who may in the future hold any Interests, including all debt holders, all equity holders, all such Persons holding a Claim, governmental, tax and regulatory authorities, lenders, trade and other

creditors, Survivor Claimants, Other Insurers, perpetrators and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to any such Insurance Settlement Agreement, against any of the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) which, directly or indirectly, arise from, relate to, or are in connection with any such Survivor Claims that are covered or alleged to be covered under such Settling Insurer Policies, or any Related Insurance Claims (as defined in the plan) related to such Survivor Claims, 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 such Settling Insurers, Settling Insurer Policies, or Protected Parties to the extent such Interests arise from the same injury or damages asserted in connection with any such Survivor Claim, including:

i. Commencing or continuing in any manner any action or other proceeding, whether legal, equitable or otherwise, against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan), or the property of such Protected Parties or Settling Insurers;

ii. Enforcing, attaching, collecting, or recovering, or seeking to do any of the preceding, by any manner or means, any judgment, award, decree or order against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;

iii. **Creating, perfecting, or enforcing, or seeking to do any of the preceding, any lien of any kind against the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers;**

iv. **Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due to the Protected Parties or the Settling Insurers (as the foregoing capitalized terms are defined in the plan) or the property of such Protected Parties or Settling Insurers; and**

v. **Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the plan.**

H. EFFECTIVENESS OF RELEASES AND INJUNCTION. Except as otherwise expressly provided in the plan, for the consideration described in the Insurance Settlement Agreements, all persons who have held, hold or may hold Channeled Claims against the Protected Parties or the Settling Insurers under the Settling Insurer Policies (as the foregoing capitalized terms are defined in the plan), whether known or unknown, will be permanently enjoined on and after the effective date of the plan from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind, including, but not limited to, any Survivor Claim against the Settling Insurers or the property of the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers, with respect to any Channeled Claim (as

the foregoing capitalized terms are defined in the plan); (c) creating, perfecting or enforcing any encumbrance of any kind against the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due to the Settling Insurers with respect to any Channeled Claim (as the foregoing capitalized terms are defined in the plan); and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the plan or any documents relating to the plan, including the Trust Agreement. Any and all currently pending court proceedings, the continuation of which would violate the provisions of this section, shall be dismissed with prejudice.

I. INJUNCTIONS ARE PERMANENT; EXISTING INJUNCTIONS AND STAYS REMAIN IN EFFECT UNTIL EFFECTIVE DATE. On the effective date of the plan, the injunctions provided for in the plan shall be deemed issued, entered, valid and enforceable according to their terms and shall be permanent and irrevocable. All injunctions and stays provided for in the plan, the injunctive provisions of 11 U.S.C. §§ 524 and 1141 and all injunctions or stays protecting the Protected Parties and Settling Insurers (as the foregoing capitalized terms are defined in the plan) are permanent and will remain in full force and effect following the effective date and are not subject to being vacated or modified.

J. LIABILITY OF JOINT TORTFEASORS. Pursuant to the plan, any person or entity that is or was alleged to be a joint tortfeasor with the Protected Parties in connection with any Survivor Claim (as the foregoing capitalized terms are defined in the plan) shall not be liable for such Protected Parties' share of liability or fault for such claim.

K. JUDGMENT REDUCTION.

1. In any proceeding, suit or action to recover or obtain insurance coverage or proceeds for a Survivor Claim from an Other Insurer (as the foregoing capitalized terms are defined in the plan) the following shall apply: If the Trust, a Protected Party, a Survivor Claimant or any other person bound by the plan obtains a judgment against an Other Insurer (as the foregoing capitalized terms are defined in the plan), the judgment shall automatically be reduced by the amount, if any, that all Settling Insurers (as defined in the plan) would have been liable to pay such Other Insurer as a result of its Related Insurance Claim (as defined in the plan) against one or more such Settling Insurers. To ensure that such a reduction is accomplished, (a) the person pursuing the Related Insurance Claim, whether the Trust, the Protected Parties, a Survivor Claimant or any other person bound by the plan, shall inform the Other Insurer (as the foregoing capitalized terms are defined in the plan) of the existence of this judgment reduction provision at the time a claim is first asserted against such Other Insurer; (b) the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) may be asserted as a defense in any proceeding, suit or action to obtain insurance coverage or proceeds from such Other Insurer for a Survivor Claim, as defined in the plan; and (c) to the extent the Other Insurer's Related Insurance Claim against a Settling Insurer (as the foregoing capitalized terms are defined in the plan) is determined to be valid by the court presiding over such action, the liability of such Other Insurer shall be reduced dollar for dollar by the amount so determined.

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

other Settling Insurer that does not assert a Related Insurance Claim against a corresponding Settling Insurer (as the foregoing capitalized terms are defined in the plan). Notwithstanding the foregoing, if a person pursues such a Related Insurance Claim against such a Settling Insurer, then such Settling Insurer shall be free to assert such Related Insurance Claims against such person.

3. As provided in the Insurance Settlement Agreements, the debtor and the Trust shall use their best efforts to obtain, from all Other Insurers (as the foregoing capitalized terms are defined in the plan), if any, with which they execute a settlement agreement after the effective date, agreements similar to those contained in this section.

L. PROFESSIONAL FEES AND OTHER ADMINISTRATIVE EXPENSES. All applications for award of compensation or expenses to a trustee, examiner, attorney or other professional person, and all other requests to order payment of an administrative expense, shall be made by motion under Local Rules 2016-1 or 3002-2, and shall be served and filed within 30 days after the date of this order.

M. OBJECTIONS TO CLAIMS. All objections to claims, except objections to administrative expense claims, objections to Survivor Claims, or objections arising solely under 11 U.S.C. § 502(d), shall be made by motion under Local Rule 3007-1, and shall be served and filed within 90 days after the effective date of the plan, or 30 days after the claim is filed, whichever is later. Any claim objections arising solely under 11 U.S.C. § 502(d) are not subject to the 90-day deadline and may be pursued through an adversary proceeding asserting an avoidance claim.

N. RETURN OF CONFIDENTIAL SEXUAL ABUSE PROOF OF CLAIM FORMS. Within 30 days after the date of this order, the debtor's counsel shall return the sexual

abuse proof of claim forms in the debtor's counsel's possession to the clerk of court. The clerk of court shall maintain the confidentiality of the sexual abuse proof of claim forms and any party seeking to review or copy a sexual abuse proof of claim form must file a motion seeking permission from the court. The debtor and the debtor's counsel shall continue to maintain the confidentiality of any copies of the sexual abuse proof of claim forms or any related information provided by the holder of a sexual abuse claim, but shall otherwise be discharged from their obligations under the court's prior order regarding the administration of the sexual abuse proof of claim forms [Docket No. 33].

O. MAILING OF NOTICE. The debtor shall forthwith mail copies of this order as notice of entry of this order and confirmation of the plan to the entities specified in Local Rule 9013-3 and to all creditors and other parties in interest.

DATED:

United States Bankruptcy Judge

67436507 v5

EXHIBIT E

LIST OF OTHER INSURED ENTITIES

None.

EXHIBIT F

Proposed Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER (I) APPROVING DISCLOSURE STATEMENT; (II) APPROVING SOLICITATION PACKAGES AND DISTRIBUTION PROCEDURES; (III) APPROVING BALLOT FORMS AND PLAN VOTING PROCEDURES; (IV) FIXING THE VOTING DEADLINE; AND (V) APPROVING PROCEDURES FOR VOTE TABULATION

This case is before the court on the debtor's and official committee of unsecured creditor's Motion for an Order (I) Approving Disclosure Statement; (II) Approving Solicitation Packages and Distribution Procedures; (III) Approving Ballot Forms and Plan Voting Procedures; (IV) Fixing the Voting Deadline; and (V) Approving Procedures for Vote Tabulation.

Based on the motion and the file,

1. The motion is granted;
2. The amended disclosure statement dated ____, 2019, and filed on ____, 2019, is approved as containing adequate information upon which creditors can vote to accept or reject the plan.
3. The hearing to consider confirmation of the amended plan dated __, 2019, will be held on _____, 2020, at ____ a.m./p.m., in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.
4. The deadline to file objections to the plan is _____, 2020, at 5:00 p.m. (prevailing Central Time).

5. The proposed notice for hearing on confirmation of the plan substantially in the form attached to this order as **Exhibit A** is approved and, when served, shall satisfy the requirements of due process and constitute adequate and sufficient notice of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

6. The proposed publication notice substantially in the form attached to this order as **Exhibit B** is approved and, when published in accordance with this paragraph, shall satisfy the requirements of due process and constitute adequate and sufficient notice to creditors whose identity is “unknown” to the debtor of the hearing to consider approval of the plan, the manner in which a copy of the plan or disclosure statement could be obtained, and the time fixed for filing objections to the plan, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules. Within 20 days after the entry of this order, the debtor and committee shall cause the publication notice to appear once in the following newspapers:

- a. USA Today – National Edition;
- b. National Catholic Reporter (National Catholic Publication);
- c. The National Catholic Register (National Catholic Publication);
- d. Minneapolis Star Tribune;
- e. St. Paul Pioneer Press;
- f. The Minnesota Daily;
- g. The Journal (New Ulm);

- h. Duluth News Tribune;
- i. Post-Bulletin (Rochester);
- j. St. Cloud Times;
- k. Winona Daily News;
- l. Crookston Daily News;
- m. The Free Press (Mankato);
- n. Independent (Marshall);
- o. American-News (Montevideo);
- p. West Central Tribune (Willmar); and
- q. Leader (Hutchinson).

The debtor and the committee shall also send the information contained in the publication notice to all of the Minnesota diocesan newspapers, AP Minnesota, WCCO AM, Minnesota Public Radio, KARE TV, KMSP TV, KSTP TV, WCCO TV, and KEYC TV. Additionally, the debtor and the committee shall request that the parishes and pastors publish the publication notice in the weekly bulletin and that the pastors read a letter from the bishop regarding the information contained in the publication notice.

7. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to each holder of claims in Class 1, Class 2, and Class 4 under the plan, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, the plan, and an applicable ballot.

8. Due to the sensitive nature of the Class 1 and Class 2 claims, the debtor and the committee are authorized to send single copies of the solicitation package to counsel of record,

based on the proofs of claims or other pleadings filed in the bankruptcy case, for holders of Class 1 and Class 2 claims.

9. If a holder of a Class 1 or Class 2 claim is not represented by counsel, the debtor and the committee shall mail the solicitation package directly to the holder of the Class 1 or Class 2 claim.

10. The debtor and the committee shall mail, pursuant to Local Rule 3017-1, solicitation packages to parties that are not entitled to vote under the plan, including holders of claims in Class 3, which shall include copies of the confirmation hearing notice, this order, the disclosure statement, and the plan.

11. The debtor and the committee shall mail the confirmation hearing notice to (a) entities identified on the debtor's schedules as holding unsecured claims in the amount of \$0.00 and for which a proof of claim was not filed identifying a value greater than \$0.00, (b) entities identified on the debtor's schedules for "notice only" or similar designation, and (c) additional parties on the master mailing list that are not entitled to vote on the Plan and are not entitled to otherwise receive a copy of the plan or disclosure statement under Local Rule 3017-1.

12. The debtor and the committee are authorized to make non-substantive changes to the solicitation packages, publication notice, and related documents without further order of the court, including ministerial changes to correct typographical and grammatical errors, and to make conforming changes among the solicitation packages, the disclosure statement, the plan, and any related materials prior to mailing.

13. If a solicitation package or confirmation hearing notice is returned by the United States Postal Service or other carrier as "undeliverable" or "moved – no forwarding address" or otherwise returned, the debtor and the committee are excused from re-mailing an undelivered

solicitation package, unless the debtor or committee has been informed in writing of the new address at least five days prior to the deadline to vote on the plan. The debtor's and the committee's inability to mail a solicitation package due to not having a new address does not constitute inadequate notice of the confirmation hearing or the voting deadline and is not a violation of Bankruptcy Rule 3017(d).

14. The form of ballot for Class 1 claims, substantially in the form attached to this order as **Exhibit C**, is approved.

15. The form of ballot for Class 2 claims, substantially in the form attached to this order as **Exhibit D** is approved.

16. The form of ballot for Class 4 claims, substantially in the form attached to this order as **Exhibit E**, is approved.

17. In order to be counted as a vote to accept or reject the plan, each ballot must be properly executed, completed, and delivered to the clerk of the bankruptcy court (i) by mail in a return envelope provided with each ballot, (ii) by overnight courier, or (iii) by hand delivery, so that the ballot is actually received by the clerk no later than 5:00 p.m. (prevailing Central Time) on _____.

18. The debtor and the committee are not required to provide ballots to the holders of claims in Class 3.

19. No ballots should be sent to the debtor, the debtor's agents, the debtor's financial or legal advisors, the committee, the committee's agents, or the committee's financial or legal advisors and any ballots so received shall not be counted.

20. The Class 1 and Class 2 ballots received by the clerk shall be treated as confidential and will not be available for viewing or copying unless otherwise ordered by the court.

21. The debtor's counsel is authorized to request and receive copies of the completed Class 1 and Class 2 ballots from the clerk. The debtor's counsel shall hold and treat confidential the Class 1 and Class 2 ballots. The debtor's counsel is authorized to make the Class 1 and Class 2 ballots available to all permitted parties that have completed the applicable requirements pursuant to this court's order approving confidentiality procedures [Docket No. 33].

22. Solely for purposes of voting to accept or reject the plan and nor for the purpose of allowance of, or distribution on account of, any claim and without prejudice to the rights of the debtor, the committee, or any other party, each holder of an impaired class of claims entitled to vote to accept or reject the plan pursuant to the terms of the plan shall be allowed in an amount equal to the amount of the claim as set forth in the debtor's schedules, subject to the following exceptions:

a. Class 1 claims, Class 2 claims, and Class 4 claims shall be temporarily allowed in the amount of \$1.00 for each claim solely for voting purposes and not for purposes of allowance or distribution.

b. If a claim is listed in the debtor's schedules as having a value of \$0.00 or for "Notice Purposes Only" and a proof of claim was not (i) filed by the applicable claim filing deadline established by the court or (ii) deemed timely filed by an order of the court prior to the voting deadline, the claim shall be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Fed. R. Bankr. P. 3003(c).

c. If the debtor or the committee has served an objection or request for estimation as to a claim at least 10 days before the voting deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the voting deadline.

23. The following procedures shall apply with respect to ascertaining the intent of claim holders casting ballots (unless waived by further order of the court):

a. A ballot will be deemed delivered only when the clerk of the bankruptcy court actually receives the executed ballot.

b. Whenever a claim holder casts more than one ballot voting the same claim or claims before the voting deadline, the last ballot received before the voting deadline will be deemed to reflect the voter's intent and thus supersede any prior ballots.

c. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but does not indicate either an acceptance or a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

d. Whenever a claim holder casts a ballot that is properly completed, executed, and timely received by the clerk of the bankruptcy court, but indicates both an acceptance and a rejection of the plan, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

e. If a ballot (i) is illegible or contains insufficient information to permit the identification of the claim holder, (ii) was cast by a person or entity that does not hold a claim entitled to vote to accept or reject the plan, (iii) is for a claim identified as unliquidated, contingent, or disputed for which no proof of claim was timely filed or

motion for temporary allowance was granted, (iv) is unsigned, or (v) was transmitted to the clerk of the bankruptcy court by any means not specifically approved by the bankruptcy court, the ballot will not be counted or considered for any purpose in determining if the plan has been accepted or rejected.

24. Consistent with the requirements of Local Rule 3020-2, the debtor or the committee shall file with the court a ballot report no less than 24 hours before the confirmation hearing. The ballot report shall, among other things, delineate every ballot that does not conform to the voting instructions or that contain any form of irregularity, including without limitation, those ballots that are late, unidentifiable, lacking signatures, lacking necessary information, or damaged. To the extent the debtor or the committee needs to delineate any Class 1 or Class 2 ballot in the ballot report, the debtor and the committee shall maintain the confidentiality of the Class 1 or Class 2 ballot by identifying the Class 1 or Class 2 ballot solely by the applicable claim number and describing any irregularities or failure to conform with voting instructions without reference to any confidential information.

25. A Class 1 ballot or Class 2 ballot received after the voting deadline or a Class 1 ballot or Class 2 ballot that does not conform to the voting instructions, but in which the releases and certifications are made and signed, shall be effective as to the releases and certifications.

26. Any claimant seeking temporarily allowance of his, her, or its claim in a different amount or purposes of voting to accept or reject the Plan must serve on the debtor's counsel and the committee's counsel and file with the court a motion for an order pursuant to Fed. R. Bankr. P. 3018(a) on or before the 10th day after the later of (a) service of the Solicitation Packages or (b) service of notice of an objection or request for estimation, if any, as to the claimant. Any

ballot of a claimant filing such a motion shall not be counted unless the claimant's claim is temporarily allowed by an order entered by the court prior to the voting deadline.

27. Any person signing a Class 1, Class 2, or Class 4 ballot in his, her, or its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a holder of a claim must indicate such capacity when signing.

28. The debtor and the committee are authorized to contact creditors in an attempt to cure any deficiencies in any ballots received by the clerk of court.

29. The debtor and the committee are authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate this order.

Dated:

United States Bankruptcy Judge

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 11 PLAN OF
REORGANIZATION

PLEASE TAKE NOTICE OF THE FOLLOWING:

I. CHAPTER 11 CASE.

On March 3, 2017, The Diocese of New Ulm (the “Diocese”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Minnesota (the “Bankruptcy Court”).

II APPROVAL OF DISCLOSURE STATEMENT AND VOTING PROCEDURES.

On _____, 2019, the Diocese and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) filed the Amended Joint Plan of Reorganization (the “Plan”) [Docket No. ____]. On _____, 2019, the Plan Proponents also filed the Amended Disclosure Statement in Support of Amended Chapter 11 Plan of Reorganization (the “Disclosure Statement”) [Docket No. ____]. By order dated _____, 2019 (the “Disclosure Statement Approval Order”) [Docket No. ____], the Bankruptcy Court approved the adequacy of the Disclosure Statement for the Plan.

On _____, 2019, the Plan Proponents filed a Motion for an Order (I) Approving Solicitation Packages and Distribution Procedures, Including the Confirmation Hearing Notice; (II) Approving Ballot Forms and Plan Voting Procedures; (III) Fixing the Voting Deadline to Accept or Reject the Plan; and (IV) Approving Procedures for Vote Tabulation (the “Procedures Motion”) [Docket No. ____]. By order dated _____, 2019, the Bankruptcy Court granted the relief sought in the Procedures Motion [Docket No. ____].

III. HEARING ON CONFIRMATION.

A hearing to consider confirmation of the Plan (the “Confirmation Hearing”) will be held on _____, 2020, at _____ a.m./p.m. (prevailing Central Time) in Courtroom 8 West, U.S. Courthouse, 300 South Fourth Street, Minneapolis, Minnesota.

PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS **WITHOUT FURTHER NOTICE** OTHER THAN BY ANNOUNCEMENT IN OPEN COURT OR BY A NOTICE OF CONTINUANCE FILED WITH THE COURT. THE PLAN MAY BE FURTHER MODIFIED, IF NECESSARY, PRIOR TO, DURING, OR AS A RESULT OF THE CONFIRMATION HEARING, WITHOUT FURTHER NOTICE TO PARTIES IN INTEREST, SUBJECT TO CONTRARY ORDER BY THE COURT.

IV. OBJECTIONS TO CONFIRMATION.

The deadline for filing objections to the Plan is _____, 2020, at 5:00 p.m. (prevailing Central Time) (the “Plan Objection Deadline”). All objections to the relief sought at the Confirmation Hearing must: (a) comply with Rule 3020-1 of the Local Bankruptcy Rules for the District of Minnesota (the “Local Rules”); (b) be in writing; (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other case management rules and orders of the Bankruptcy Court; (d) state the name and address of the responding or objecting party and the nature and amount of the claim against or interests in the estates or property of the Diocese; (e) state with particularity the legal and factual basis for the response or objection and, if practicable, a proposed modification that would resolve the objection; and (e) be filed with the Clerk of the Bankruptcy Court, together with a proof of service, so as to be actually received on or before the Plan Objection Deadline.

ONLY THOSE RESPONSES OR OBJECTIONS THAT ARE TIMELY FILED AND SERVED WILL BE CONSIDERED BY THE BANKRUPTCY COURT. OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH ABOVE WILL NOT BE CONSIDERED AND WILL BE DEEMED OVERRULED.

V. ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT AND PLAN.

Additional copies of the Disclosure Statement, the Plan, the Disclosure Statement Approval Order, and additional related materials may be obtained (a) from the Diocese’s website at www.hopehealingandpeace-dnu.org/, (b) by writing to the Diocese’s counsel at:

Fredrikson & Byron P.A.
Attn: Shataia Stallings
200 South Sixth Street, Suite 4000
Minneapolis, MN 55401

or the UCC’s counsel at:

Stinson LLP
Attn: Aong Moua
50 South Sixth Street, Suite 2600
Minneapolis, MN 55402

(c) by calling the Diocese’s counsel at 612-492-7730 or the UCC’s counsel at 612-335-1792; (d) by emailing the Diocese’s counsel at sstallings@fredlaw.com or the UCC’s counsel at aong.moua@stinson.com; (e) by accessing the court’s electronic case filing system at www.ecf.mnb.uscourts.gov (a PACER login and password are required to access documents on the court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov); and (f) by requesting a copy in person from the Clerk of the United States Bankruptcy Court for the District of Minnesota. If the Plan Proponents or the Plan Proponents’ counsel receive a request for a paper copy of the documents, the Plan Proponents will send a copy by U.S. Mail to the requesting party at the Plan Proponents’ expense.

If you are a holder of a claim in a class entitled to vote to accept or reject the Plan, an applicable ballot will also be included with this Confirmation Hearing Notice. If you are not entitled to vote on the Plan, a ballot will not be included with this Confirmation Hearing Notice. If you have

questions regarding the procedures for voting on the Plan and/or for objecting to the Plan you may contact the Plan Proponents' counsel at the phone number listed above.

PLEASE NOTE: NEITHER THE STAFF AT THE CLERK'S OFFICE NOR THE PLAN PROPONENTS' COUNSEL CAN GIVE YOU LEGAL ADVICE.

VI. ENTITLEMENT TO VOTE ON THE PLAN.

Only holders of claims in **Class 1**, **Class 2**, and **Class 4** are entitled to vote to accept or reject the Plan. Holders of unclassified claims and holders of claims and interests in **Class 3** are not entitled to vote on the Plan.

VII. VOTING DEADLINE.

All votes to accept or reject the Plan must be actually received by the Clerk of the Bankruptcy Court by no later than **5:00 p.m.** (prevailing Central Time) on _____, **2020** (the "Voting Deadline"). All ballots must be properly executed, completed, and delivered to the Clerk of the Bankruptcy Court by (a) first class mail, (b) overnight courier, or by (c) personal delivery so that the ballots are actually received by the Clerk no later than the Voting Deadline. Any failure to follow the voting instructions may disqualify your ballot and your vote.

VIII. ALLOWANCE OF CLAIMS FOR VOTING PURPOSES.

Solely for the purposes of voting to accept or reject the Plan and not for the purpose of allowance of, or distribution on account of, any claim, except as set forth below, and without prejudice to the rights of the Diocese or the UCC in any context, each holder of an impaired class of claims entitled to vote to accept or reject the Plan shall be allowed in an amount equal to the amount of the claim as set forth in the Diocese's schedules, subject to the following exceptions:

- (a) Class 1 Claims, Class 2 Claims, and Class 4 Claims shall be temporarily allowed in the amount of \$1.00 solely for voting purposes and not for purposes of allowance, distribution, or classification; and
- (b) if the Diocese or the UCC has served an objection or request for estimation as to a claim at least 10 days before the Voting Deadline, the claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the court before the Voting Deadline.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

Pursuant to Article VII of the Plan, the Plan Proponents seek authority for the Diocese to automatically assume any unassumed executory contracts and unexpired leases as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. The treatment of executory contracts and unexpired leases is more fully described in Article XII of the Plan.

X. DISCOVERY.

Unless the parties agree otherwise by written stipulation, Fed. R. Civ. P. 26(a)(1)-(3) and (f) do not apply for the Confirmation Hearing.

XI. CHANNELING INJUNCTION, SUPPLEMENTAL SETTLING INSURER INJUNCTION, AND RELEASES.

Pursuant to Article XIII of the Plan, confirmation of the Plan will permanently enjoin and bar all claims by any holder of an alleged Survivor Claim against any Settling Insurer and the Protected Parties, including the Diocese and the Parishes, and release the Settling Insurers and the Protected Parties from any further liability relating to (a) any Settling Insurer Policies issued or allegedly issued to the Diocese or the Parishes and (b) Survivor Claims that are asserted, or may be asserted, against the Diocese or the Parishes as part of the Plan. All Survivor Claims, Related Insurance Claims, and Medicare Claims relating to Survivor Claims will be permanently channeled to the Trust created by the Plan, which will solely be responsible for the payment of such Claims.

XII. BINDING NATURE OF THE PLAN.

IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE BANKRUPTCY CASE, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

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EXHIBIT B

**United States Bankruptcy Court
for the District of Minnesota
in re: Diocese of New Ulm,
Case No. 17-30601**

The Diocese of New Ulm and the Official Committee of Creditors have filed a disclosure statement and joint chapter 11 plan of reorganization. The bankruptcy court approved the disclosure statement on **DATE**. The Plan provides the means for settling and paying all claims related to sexual abuse and misconduct through the formation of a trust that will be funded by contributions from the Diocese, parishes, and settling insurers. IF YOU HOLD CLAIMS AGAINST THE DIOCESE, PARISHES, OR SETTLING INSURERS, YOUR RIGHTS MAY BE AFFECTED.

THE PLAN PROVIDES THAT ALL SEXUAL ABUSE CLAIMS AND RELATED CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS WILL BE CHanneled TO THE TRUST, MEANING THAT THE TRUST WILL BE THE SOLE AND EXCLUSIVE SOURCE OF PAYMENT FOR ANY SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS. THE ORDER CONFIRMING THE PLAN WILL PERMANENTLY ENJOIN AND BAR ALL PERSONS AND ENTITIES FROM ASSERTING OR PURSUING ANY CLAIMS, INCLUDING ANY CLAIM RELATED TO SEXUAL ABUSE OR MISCONDUCT, AND INSURANCE COVERAGE FOR SUCH CLAIMS AGAINST THE DIOCESE, PARISHES, AND SETTLING INSURERS AND RELEASING THE DIOCESE, PARISHES, AND SETTLING INSURERS FROM ANY FURTHER LIABILITY RELATING TO SUCH CLAIMS.

The Disclosure Statement, Plan, and additional documents relating to confirmation of the Plan are posted on the Reorganization pages of www.hopehealingandpeace-dnu.org. The deadline to object to the Plan is **DATE**. The hearing on confirmation of the Plan will be held on **DATE**.

For diocesan information: www.hopehealingandpeace-dnu.org

For U.S. Bankruptcy Court for the District of Minnesota information: www.mnb.uscourts.gov

For advice about your rights: **contact an attorney**

EXHIBIT C

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 1 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 1 Ballot because you are a holder of a Claim in Class 1 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 1 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 1 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS I BALLOT HAS TWO PARTS:

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE
PLAN.**

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 1 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 1 Ballot, the undersigned certifies to the
Bankruptcy Court and to the Plan Proponents:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 1 Claim or (ii) the undersigned is an individual competent to act with a specific, written power of attorney directing such individual to vote to accept or reject the Plan as directed by such individual claimant provided that a copy of the power of attorney is attached to this Class 1 Ballot;
- (b) that the holder of the Class 1 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;
- (c) that the undersigned has read and understands, the undersigned's lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 1 Ballots with respect to the Class 1 Claim identified in this Ballot have been cast or, if any other Class 1 Ballots have been cast with respect to such Class 1 Claim, then any such earlier Class 1 Ballots are hereby revoked.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

For this Class 1 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 1 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and
representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR AUTHORIZED REPRESENTATIVE
OF SURVIVOR CLAIMANT’S ESTATE:

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

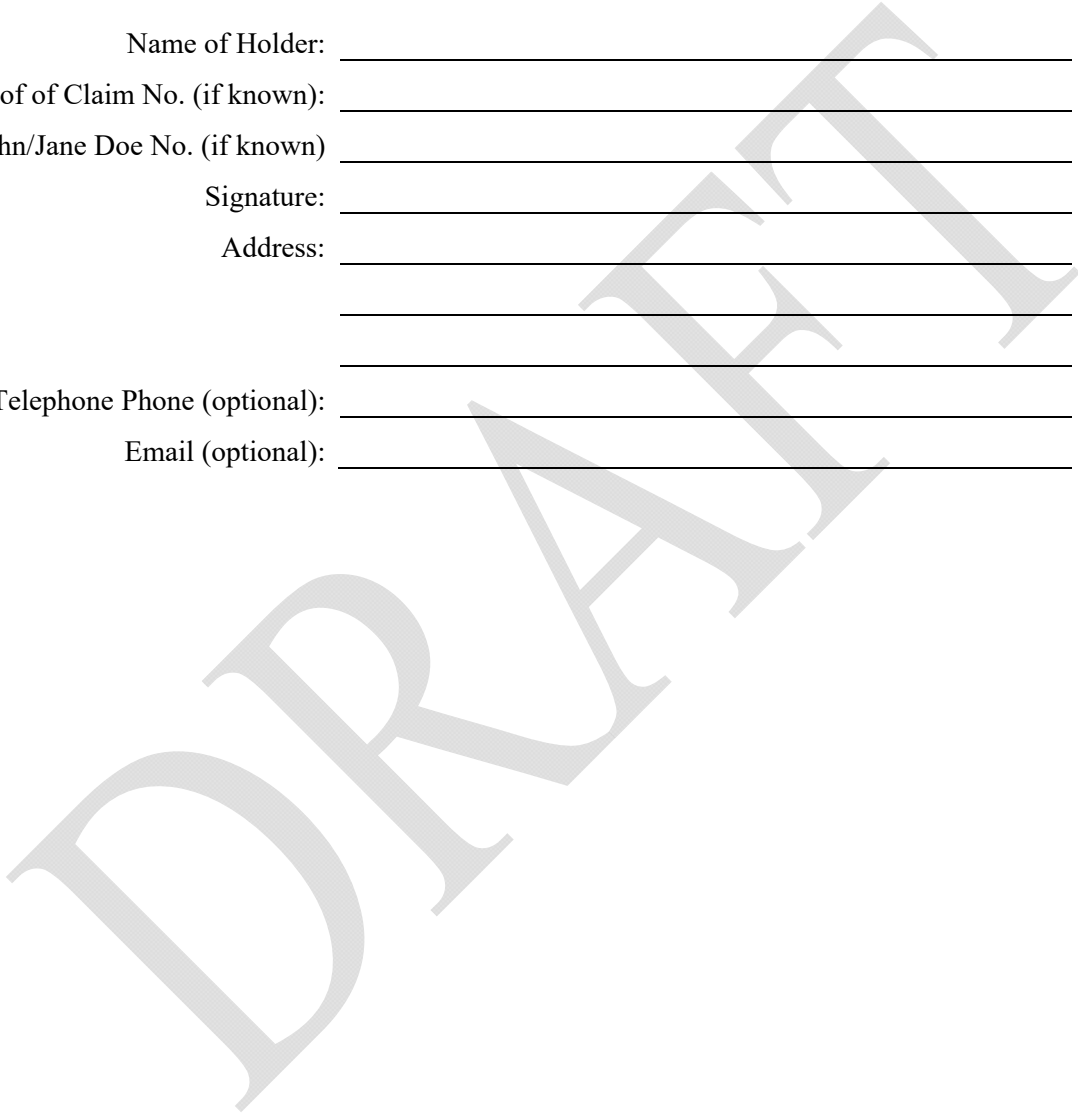


EXHIBIT D

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**CONFIDENTIAL BALLOT FOR VOTING TO
ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 2 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, with the Diocese, the “Plan Proponents”) are soliciting votes with respect to their Plan of Reorganization (the “Plan”) as set forth in the Disclosure Statement for the Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court has approved the Disclosure Statement. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 2 Ballot because you are a holder of a Claim in Class 2 as of ____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 2 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 2 Claim.

THE PLAN CONTAINS CERTAIN INJUNCTIONS IN FAVOR OF CERTAIN NON-DEBTOR CATHOLIC ENTITIES AND SETTLING INSURERS (“NON-DEBTOR INJUNCTIONS”). CONFIRMATION OF THE PLAN SHALL GRANT THESE NON-DEBTOR INJUNCTIONS, WHICH WILL BAR ANY SURVIVOR CLAIMS AGAINST THE CERTAIN ENTITIES LISTED IN EXHIBITS A AND L OF THE PLAN AND THE SETTLING INSURERS, INCLUDING THOSE LISTED IN EXHIBIT B OF THE PLAN (AS THIS EXHIBIT MAY BE AMENDED FROM TIME TO TIME). IF THE PLAN IS APPROVED, THE ONLY SOURCE OF POTENTIAL RECOVERY FOR SUCH SURVIVOR CLAIMS AGAINST SUCH NON-DEBTOR ENTITIES AND SETTLING INSURERS WILL BE THE TRUST FORMED TO DISBURSE PLAN ASSETS TO SURVIVOR CLAIMANTS.

THIS CLASS 2 BALLOT HAS TWO PARTS:

PART I IS A BALLOT FOR VOTING TO EITHER ACCEPT OR REJECT THE PLAN.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**PART II IS A GENERAL RELEASE AND RELATED CONSENTS AND
CERTIFICATION.**

**ALTHOUGH THE PLAN PROPONENTS ENCOURAGE YOU TO VOTE TO ACCEPT
OR REJECT THE PLAN BY COMPLETING AND RETURNING PART I OF THIS
BALLOT TO THE BANKRUPTCY COURT, YOU DO NOT NEED TO VOTE TO
RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF THE PLAN.
HOWEVER, YOU MUST COMPLETE, SIGN, AND RETURN PART II OF THIS
BALLOT TO RECEIVE A DISTRIBUTION PURSUANT TO THE TERMS OF PLAN.**

**PLEASE NOTE THAT ALL INFORMATION YOU PROVIDE IN THIS BALLOT WILL
BE TREATED AS CONFIDENTIAL PURSUANT TO THE BANKRUPTCY COURT'S
ORDER. ONLY PARTIES AUTHORIZED BY THE BANKRUPTCY COURT'S ORDER
WILL BE PERMITTED TO REVIEW THE INFORMATION PROVIDED IN THIS
BALLOT.**

PART I

I. Vote on Plan. The holder of the Class 2 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

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

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

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

For this Class 2 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 2 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

PART II

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

1. All capitalized terms in this Release are defined in the Plan and have the meanings stated in the Plan.
2. In consideration of the Trust's promise to make me a distribution, the amount payable to me under the Survivor Claim Distribution Plan, and other valuable consideration, I, for myself and my heirs, successors, assigns, agents, and representatives:
 - a. Hereby fully, finally, and completely release, remise, acquit, and forever discharge the Settling Insurers with respect to the Settling Insurer Policies and the Diocese and the Parishes, with respect to their portion or share of liability for my damages or Claims, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the i) Survivor Claims; ii) Related Insurance Claims; iii) the Settling Insurer Policies; and iv) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case.
 - b. Hereby covenant (i) not to sue or seek recovery or relief of any kind from the Protected Parties or Settling Insurers in connection with any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Survivor Claims, Related Insurance Claims, the Settling Insurer Policies, or the Chapter 11 Case; (ii) to forever and irrevocably discharge that fraction, portion or percentage of damages I claim to have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party; (iii) to voluntarily reduce any judgment that I may ever obtain against any Person relating to the same Abuse at issue in the Survivor Claims or other claims of abuse or neglect in an amount reflecting that fraction, portion or percentage of damage or injury that I suffered due to the causal fault or responsibility, if any, of any Protected Party; (iv) that filing of this Release with any court by any Protected Party shall satisfy that fraction, portion or percentage of any judgment that may be rendered in my favor attributable to any Protected Party's causal fault or responsibility relating to the Abuse at issue in the Survivor Claims; (v) that I will not seek a reallocation of the causal fault or causal responsibility of any Protected Party to any other Person, whether assessed by reason of judgment or settlement relating to the Abuse at issue in the Survivor Claims; and (vi) this Release extinguishes any potential liability of any Protected Party or Settling Insurer for contribution or indemnity to any Person who has been or may be held liable to me for any Survivor Claim.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

3. I have been provided with copies of the Disclosure Statement, the Plan, and the exhibits thereto and have been given an opportunity to review such documents and to consult with counsel of my choice regarding those documents and this Release.
4. I expressly reserve and retain my rights to recover from any Person for liability for any Abuse except as provided in this Release and do not intend that payment by the Trust constitutes full compensation for the damage alleged in my Survivor Claim(s).
5. I intend the foregoing undertakings to comply with the principles set forth in *Pierringer v. Hoger*, 124 N.W.2d 106 (Wis. 1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978).
6. I understand and agree that any payment by the Trust to me does not constitute an admission of liability of any kind or nature by the Trust, any Settling Insurer, or any Protected Party.
7. I consent to, and agree to be bound by, the injunctions set forth in the Plan, including those injunctions contained in Article XIII for the benefit of the Settling Insurers and Protected Parties. I also approve of the Insurance Settlement Agreements referenced in and incorporated into the Plan.
8. I understand that payment from the Trust constitutes damages on account of personal physical injuries or sickness arising from an occurrence within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.
9. I represent and warrant that I have not assigned or otherwise transferred any interest in my Survivor Claim(s).
10. I hereby authorize the Center for Medicare & Medicaid Services (“CMS”), its agents and/or contractors to release, upon request, information related to my injury/illness and/or settlement since my date of birth to the Trust and/or its agents. I understand that I may revoke this “consent to release information” at any time, in writing. I consent to the release of information relating to my lifetime Medicare entitlement from the Social Security Administration and CMS to the Trustee and all other professionals retained by the Trust, and further authorize the Trustee and other Trust professionals to execute on my behalf any requests, including consents for release of information, for information relating to my Medicare entitlement and any obligations owing or potentially owing under the Medicare Secondary Payer Statute relating to my Survivor Claim(s), from the Social Security Administration and CMS. I affirm that I am the individual to whom the requested information or record applies or the authorized representative of the individual’s estate. I declare under penalty of perjury (28 CFR § 16.41(d)(2004)) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to \$5,000.

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

11. This Release shall be binding upon my successors, heirs, assigns, agents, and
representatives.

TO BE COMPLETED BY SURVIVOR CLAIMANT OR AUTHORIZED REPRESENTATIVE
OF SURVIVOR CLAIMANT’S ESTATE:

DATED: _____, 2020

Name of Holder: _____

Proof of Claim No. (if known): _____

John/Jane Doe No. (if known) _____

Signature: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

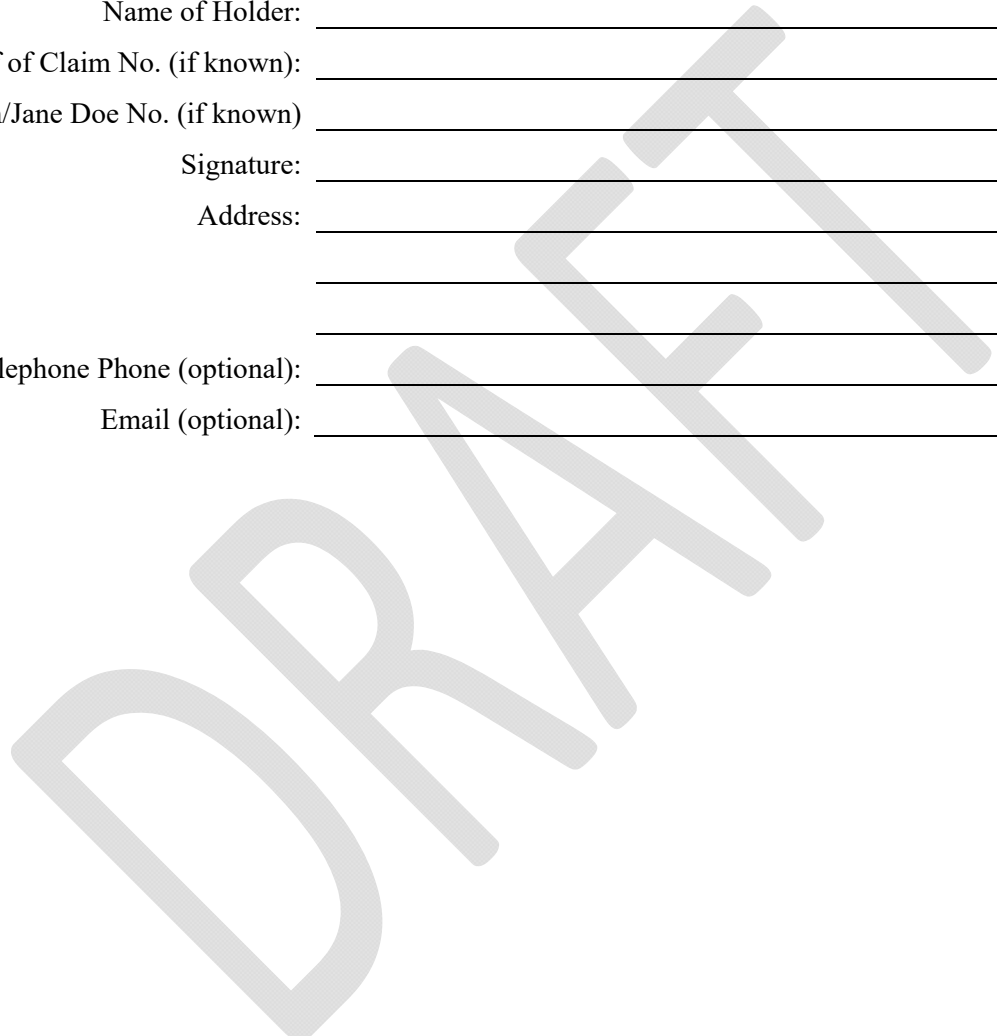


EXHIBIT E

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO
THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS
WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE
PLAN

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601

Chapter 11 Case

**BALLOT FOR VOTING TO ACCEPT OR REJECT PLAN OF REORGANIZATION
(CLASS 4 BALLOT)**

The Diocese of New Ulm (the “Diocese”) and the Official Committee of Unsecured Creditors (the “UCC” and, together with the Diocese, the “Plan Proponents”) are soliciting votes with respect to the Amended Joint Plan of Reorganization (the “Plan”) as set forth in the Amended Disclosure Statement for the Amended Joint Plan of Reorganization (the “Disclosure Statement”). The Bankruptcy Court approved the Disclosure Statement on _____. Capitalized terms used but not otherwise defined in this Ballot shall have the meanings ascribed to them in the Plan and Disclosure Statement.

You are receiving this Class 4 Ballot because you are a holder of a Claim in Class 4 as of _____, 2019 (the “Voting Record Date”). Your rights are described in the Disclosure Statement and the Plan enclosed with this Class 4 Ballot. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Class 4 Claim.

I. Vote on Plan. The undersigned holder of a Class 4 Claim votes to (please check one):

ACCEPT (vote FOR) the Plan REJECT (vote AGAINST) the Plan

II. Certifications. By signing this Class 4 Ballot, the undersigned certifies to the Bankruptcy Court and to the Diocese:

- (a) that, as of the Voting Record Date, either: (i) the undersigned is the holder of the Class 4 Claim or (ii) the undersigned is an authorized signatory for the holder of the Class 4 Claim being voted;
- (b) that the holder of the Class 4 Claim has received a copy of the Confirmation Hearing Notice, the order approving the Disclosure Statement, the approved Disclosure Statement, and the Plan and acknowledges that this solicitation is being made pursuant to the terms and conditions set forth in the Plan and Disclosure Statement;

THIS IS A DRAFT BALLOT SUBJECT TO APPROVAL BY THE COURT
IF YOU ARE A CLAIM HOLDER, DO NOT COMPLETE AND RETURN THIS BALLOT TO THE COURT. IF THE COURT APPROVES THE BALLOT, THE PLAN PROPONENTS WILL SEND NEW BALLOTS TO EACH CLAIMANT ENTITLED TO VOTE ON THE PLAN

- (c) that the undersigned has read and understands, the undersigned’s lawyer has read and explained to the undersigned, or the undersigned has voluntarily chosen not to read, the provisions of the Plan; and
- (d) that no other Class 4 Ballots with respect to the Class 4 Claim identified in this Ballot has been cast or, if any other Class 4 Ballots have been cast with respect to such Class 4 Claim, then any such earlier Class 4 Ballots are hereby revoked.

For this Class 4 Ballot to be valid, the following information must be provided:

Name of Holder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

Telephone Phone (optional): _____

Email (optional): _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**CLERK OF COURT
U.S. BANKRUPTCY COURT DISTRICT OF MINNESOTA
200 WARREN E. BURGER FEDERAL BUILDING AND UNITED STATES
COURTHOUSE
316 NORTH ROBERT STREET
ST. PAUL, MN 55105
ATTN: JENNIFER**

<p>IF THE CLERK OF THE BANKRUPTCY COURT DOES NOT ACTUALLY RECEIVE THIS CLASS 4 BALLOT ON OR BEFORE _____, 2020, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE WILL NOT BE COUNTED.</p>

EXHIBIT G

PROPOSED ORDER APPROVING SETTLEMENT AGREEMENT

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

The Diocese of New Ulm,

Debtor.

Case No.: 17-30601
Chapter 11 Case

ORDER APPROVING SETTLEMENT AGREEMENT

This case is before the court on the debtor's motion for an order approving the settlement agreements, releases, and policy buybacks by and between the debtor, the Parishes, Catholic Mutual Relief Society of America, Continental Casualty Company, American Casualty Company of Reading, Pennsylvania, Lamorak Insurance Company ("Lamorak"), and Zurich American Insurance Company, as successor by merger to Maryland Casualty Company. This order relates to the motion insofar as it seeks approval of the debtor's settlement agreement with Lamorak only. Capitalized terms not otherwise defined in this order have the meaning set forth in the motion.

Based on the motion and the file,

THE COURT FINDS AND DETERMINES THAT:

A. The court has jurisdiction over the motion pursuant to 11 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Adequate and sufficient notice of the relief sought in the motion was provided and no other or further notice need be provided in order to bind all entities.

C. The relief granted in this order is in the best interest of the bankruptcy estate, the debtor's creditors, and other interested parties.

D. The debtor has good and sufficient business justifications supporting its entry into the Lamorak settlement agreement, which is attached as Exhibit A-4 to the motion. It is a reasonable exercise of the debtor's business judgment to enter into, perform under, and consummate the Lamorak settlement agreement, including the sale of the Lamorak Policies (as defined in the Lamorak settlement agreement) to Lamorak free and clear of liens and interests pursuant to 11 U.S.C. §§ 363(b) and (f), as and to the extent provided for in the Lamorak settlement agreement.

E. The Lamorak settlement agreement was negotiated and proposed without collusion and in good faith, from arms' length bargaining positions by the debtor, the Parishes (as defined in the Lamorak settlement agreement), and Lamorak. For purposes of the debtor's sale of the Lamorak Policies to Lamorak, Lamorak is a good faith purchaser within the meaning of 11 U.S.C. § 363(m).

F. The consideration exchanged, including the settlement amount to be paid by Lamorak, constitutes a fair and reasonable settlement of the parties' disputes and of their respective rights and obligations relating to the Lamorak Policies.

G. The debtor, the Parishes, and Lamorak have agreed that, upon the occurrence of the conditions contained in the Lamorak settlement agreement and payment of the settlement amount by Lamorak, and the running of any applicable appeal periods, this order shall satisfy and extinguish in full all of the obligations of Lamorak under, arising out of, or relating to the Lamorak Policies.

THE COURT MAKES THE FOLLOWING CONCLUSIONS OF LAW AND IT IS ORDERED THAT:

1. The motion is granted as to the Lamorak settlement agreement and the terms and the conditions of the Lamorak settlement agreement are approved. The omission in this order of specific reference to any provision of the Lamorak settlement agreement shall not impair or diminish the efficacy, propriety, or approval of the provision.

2. The debtor is authorized to enter into, and perform pursuant to the terms and conditions of, the Lamorak settlement agreement and to undertake any remaining transactions contemplated by the Lamorak settlement agreement.

3. The sale of the Lamorak Policies to Lamorak is authorized and shall be free and clear of all interests pursuant to 11 U.S.C. §§ 105, 363(b) and (f). In exchange for the settlement amount, and upon payment of the same to the debtor, and without any further action being required, Lamorak shall be deemed to have bought back the Lamorak Policies free and clear of all interests of all entities, including all interests of the debtor, the Parishes, and other persons claiming coverage by, through, or on behalf of the debtor, any of the Parishes, any other insurer, and any entity holding a claim against any of the debtor or its Parishes.

4. The form of injunctions, the releases, and the indemnifications set forth in the Lamorak settlement agreement comply with the Bankruptcy Code and applicable nonbankruptcy law and are approved and enforceable.

5. Pursuant to the terms of the Lamorak settlement agreement, immediately upon the sale of the Lamorak Policies to Lamorak becoming effective, the Lamorak Policies shall be deemed terminated and no longer in force or effect and shall be exhausted in retrospect as to all

coverages, and all interests the debtor may have had, may presently have, or in the future may have, in such Lamorak Policies are released.

6. Lamorak's payment of the settlement amount constitutes its full and complete performance of any and all obligations under the Lamorak Policies, including any performance owed to the debtor and its bankruptcy estate, and exhausts all limits of liability of the Lamorak Policies.

7. Upon the occurrence of the conditions contained in the Lamorak settlement agreement and payment of the settlement amount by Lamorak, all interests the debtor may have had, may presently have, or in the future may have in the Lamorak Policies are released pursuant to the terms of the Lamorak settlement agreement.

8. This order shall not limit or preclude the entry or effectiveness of any injunctions that may be granted to protect Lamorak in connection with, or as a part of, any order confirming a chapter 11 plan. Lamorak shall be entitled to the benefit of any channeling injunction and supplemental injunction contained in any such plan.

9. The Lamorak settlement agreement and this order are binding upon the parties to the Lamorak settlement agreement, the reorganized debtor, any trust or trustee for the debtor, its assets, or its liabilities, and shall survive the confirmation of any plan of reorganization for the debtor.

Dated:

United States Bankruptcy Judge

**JOINT PLAN OF REORGANIZATION
EXHIBIT J**

EXHIBIT J – CHILD PROTECTION PROTOCOLS

CHILD PROTECTION PROTOCOLS

1. The Diocese shall not recommend any clergy for a position in active ministry (*i.e.*, those clergy with permission to exercise priestly ministry to the faithful) or a position that provides for access to minors, who has a pending credible or previously substantiated claim of sexual abuse of a minor against him¹¹ or is otherwise deemed unsuitable for ministry under circumstances that arise in whole or in part, out of accusations or risk of sexual abuse of a minor. Unsuitability determinations are made by the Bishop of Diocese of New Ulm with recommendations from the Vicar General and the Diocesan Review Board. Likewise, the Diocese shall not recommend, and shall direct clergy not to recommend, any non-clergy employee for a position that provides access to minors, who has a pending credible or previously substantiated claim of sexual abuse of a minor against him or her.
2. The Diocese shall disclose any substantiated claim of sexual abuse of a minor to any Diocese, Catholic entity or secular employer who inquires about the existence of any such claim of sexual abuse of a minor with regard to a past or present Diocesan clergy member to the extent that communication is allowed by federal and state law. This policy does not apply to ministerial assignments within the Diocese.
3. Diocesan leadership shall meet with any survivor, and his or her support person, as determined by the needs of the survivor, as reasonable, in a supervised setting with a facilitator when appropriate, with due respect for the needs of the survivor. Meetings shall be private and may be interrupted or delayed by the facilitator if the setting becomes overly difficult for the survivor.
4. The Diocese shall publish in *The Prairie Catholic* four times per year for five (5) years (2020–2024) and one time per year for an additional five (5) years (2025–2029) thereafter a statement urging those subject to the sexual abuse of a minor to contact law enforcement to make a report of the abuse.
5. Upon written request of a survivor or a survivor’s attorney, the Bishop, on behalf of the Diocese, shall send a personally signed letter of apology to the survivor with a credible claim of sexual abuse of a minor in the context of a Minnesota Rule of Civil Procedure 408 settlement communication.

¹ A “credible claim” is one that, as determined by the Diocese, is “not implausible, and there exists a reasonable suspicion or belief supported by circumstances to justify a prudent and cautious person’s belief that the allegation may be or probably is true.” A “substantiated claim” is one for which, as determined by the Diocese, sufficient credible evidence exists that a reasonable person might accept as adequate to substantiate the allegation or support the conclusion that the allegation can be substantiated.

EXHIBIT J – CHILD PROTECTION PROTOCOLS

6. The Diocese shall continue to provide information in writing to parishes and schools regarding the prevention of sexual abuse of a minor, training to identify signs of such abuse, stating that the abused are not at fault and encouraging the reporting of abuse to law enforcement.
7. The Diocese shall continue to provide VIRTUS training or equivalent safe environment training to all new Diocese employees and agree to provide updated VIRTUS training or equivalent safe environment training to all Diocese employees every five years. If significant changes are made to the Diocese's VIRTUS training materials, the Diocese shall provide updated training to all Diocese employees within a reasonable time after these changes are adopted.
8. All mandated reporters, as defined in the Minnesota Statutes, at the Diocese shall receive specific training regarding reporting obligations every five (5) years and within thirty (30) days of their retention if newly hired.
9. The Diocese shall adopt a whistleblower policy that includes protection for the reporting of sexual abuse of a minor.
10. On or before 20 days after the Effective Date, the Vicar General shall make a good faith effort to obtain, from each clergy member then having an assignment from the bishop in the Diocese, a signed and dated written statement affirming that the clergy member (1) has not sexually abused any minor at any time, and (2) has no knowledge of any sexual abuse of a minor by another priest of the Diocese or employee of the Diocese that has not been reported to law enforcement and the Diocese. The Vicar General shall also make a good faith effort to obtain from any visiting priest who is given faculties to minister in the Diocese (this does not include clergy visiting for a single event or over a time period of less than twenty one (21) days) a signed and dated statement under this paragraph no later than thirty (30) days after assignment or faculties are given. The written statements provided under this paragraph shall not require any clergy to disclose knowledge of sexual abuse of minors obtained in the course of confession or where a person seeks religious or spiritual advice, aid, or comfort pursuant to Minn. Stat. § 595.02 or Minnesota law.
11. The Diocese shall continue its current policy prohibiting its employees and 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 Diocese 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 related individuals, and employees or volunteers transporting the children of friends and neighbors. This policy does not apply to employees and volunteers providing services in or for schools or providing Catholic education. Priests are prohibited from being alone (*i.e.* out of sight of at least one other adult) with any unrelated minor except when the clergy member is hearing confession in a confessional and except for common sense exceptions, such as

EXHIBIT J – CHILD PROTECTION PROTOCOLS

- emergency situations and circumstances where interaction with a minor is incidental and not extended.
12. The Diocese shall continue its current policy prohibiting clergy from traveling or taking any overnight trips alone with any unrelated minor. If a clergy member travels with any unrelated minor(s), then there must be at least one other adult present and actively supervising the minor(s) at all times. The clergy members are strictly prohibited from sleeping in the same space (*e.g.*, room, bedroom, hotel room, tent, bed, etc.) with any unrelated minor.
 13. The Diocese shall continue its policy that prohibits priests from having an unrelated child or children in their automobile unless supervised by at least one other adult.
 14. Public disclosure of credible claims of sexual abuse of minors by clergy shall be ongoing. When a claim is determined to be substantiated, whether from the review of clergy files, by outside experts or otherwise, the Diocese will add the name of the clergy member 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.
 15. With regard to a substantiated claim of sexual abuse of a minor, at the conclusion of the canonical process for determination of clerical status, or with regard to a credible claim of sexual abuse of a minor that has not been deemed by the Diocese to be substantiated, documents pertaining to the substantiated claim of sexual abuse of a minor and documents pertaining to a credible claim of sexual abuse of a minor that has not been deemed by the Diocese to be substantiated may be made accessible by the public in the manner set out in Appendix A attached hereto.
 16. The Diocese shall remove 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 priest with a substantiated claim of sexual abuse of a minor. This does not prevent the Diocese from displaying photos of priests with a substantiated claim of abuse if that photo or the words accompanying it clearly indicate that the priest had a substantiated claim of sexual abuse of a minor asserted against him.
 17. When the Diocese receives a report of child sexual abuse and makes a mandated report to law enforcement pursuant to Minnesota statutes, the Diocese 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 an investigation, or authorizes the Diocese to proceed with its investigation.

APPENDIX A

CHILD PROTECTION PROTOCOLS

With regard to paragraph 15 of the CHILD PROTECTION PROTOCOLS:

1. The term “documents” referred to in paragraph 15 of the CHILD PROTECTION PROTOCOLS with regard to a substantiated claim of sexual abuse of a minor by a member of the clergy who is listed on the Diocese’s website shall, to the extent not previously produced to Jeff Anderson & Associates (“JAA”), be submitted to JAA within 30 days of a final order confirming the Chapter 11 Plan, subject to paragraph 2. JAA may in its sole discretion then make documents relating to a substantiated claim of sexual abuse of a minor by a member of the clergy public after taking appropriate actions to protect the names and identities of sexual abuse survivors and their families.
2. The Diocese shall make available to JAA copies of documents maintained by the Diocese regarding credible claims of sexual abuse of a minor that have not been deemed by the Diocese to be substantiated. If JAA believes good cause exists that any of these documents should be made public, it shall so notify the Diocese in writing. If an agreement cannot be reached between the Diocese and JAA regarding release of such documents, JAA shall have 30 days to submit its written position to Judge Bernard Bohland (Ret.), with the written response to Judge Bohland by the Diocese to be due within 20 days of the written position from JAA. Judge Bohland shall determine whether good cause exists to publicly release the disputed documents. The determination by Judge Bohland shall be binding and final.

**JOINT PLAN OF REORGANIZATION
EXHIBIT K**

EXHIBIT K – SURVIVOR CLAIM DISTRIBUTION PLAN

**DIOCESE OF NEW ULM
SURVIVOR CLAIM DISTRIBUTION PLAN**

**ARTICLE I
DEFINITIONS**

1.1 Capitalized Terms.

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

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

2.1. Purpose

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

2.2. General Principles

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

2.3. Sole and Exclusive Method

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

2.4. Interpretation

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

2.5. Confidentiality and Privilege

All information that the Survivor Claims Reviewer receives from any source about any Survivor 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 Survivor Claimant (or such Claimant's counsel of record). All information the Survivor Claims Reviewer receives from any Survivor Claimant

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(including from counsel to such Claimant) shall be subject to a mediation privilege and receipt of such information by the Survivor Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

2.6. Survivor Claims Reviewer

Roger Kramer is the Survivor Claims Reviewer. The Survivor Claims Reviewer shall conduct a review of each of the Survivor Claims and, according to the guidelines set forth below, shall make determinations upon which individual monetary distributions will be made subject to the Plan and the Trust Agreement.

ARTICLE III
PROCEDURE

3.1. Allowance of a Survivor Claim

A Survivor Claim shall be allowed if the Survivor Claims Reviewer determines the Survivor Claimant proved his or her claim by a preponderance of the evidence. If necessary, the Survivor Claims Reviewer can ask for additional information to make this determination. The Survivor Claimant may refuse such a request at his or her own risk.

3.2. Determination of Class 2 Claim Status

Under the Plan, all Survivor Claims filed after the Claim Filing Deadline are Class 2 Claims. Class 2 Claims are divided into three categories: (1) Pre-Effective Date Unknown Survivor Claims, (2) Post-Effective Date Unknown Survivor Claims, and (3) Late-Filed Survivor Claims. The Plan provides for specific treatment for each category of Class 2 Claims. In addition to determining whether a holder of a Class 2 Claim proved his or her claim by a preponderance of the evidence pursuant to Section 3.1 herein, the Survivor Claims Reviewer shall also determine the category of the Class 2 Claim pursuant to the definitions provided for in the Plan. If the Survivor Claims Reviewer determines that the holder of a Class 2 Claim holds a valid Pre-Effective Date Unknown Survivor Claim, the Survivor Claims Reviewer shall immediately notify the Trustee for the purposes of funding the Pre-Effective Date Unknown Claim Reserve.

3.3. Claim Amount Determination

If a Survivor Claim is allowed, the Survivor Claims Reviewer shall determine the amount of such Survivor Claim by assigning such Survivor Claim a value pursuant to the Evaluation Factors. The Survivor Claims Reviewer shall consider all of the facts and evidence presented by the Survivor Claimant in the Survivor Claimant's filed Proof of Claim or, if the Survivor Claimant did not file a Proof of Claim prior to the Effective Date, the Proof of Claim form submitted by the Survivor Claimant to the Survivor Claims Reviewer after the Effective Date. Survivor Claimants may supplement their filed Proofs of Claim to provide additional information to the Survivor Claims Reviewer until a plan is confirmed. Survivor Claimants shall have no later than ten (10) days from the Confirmation Date to provide the Survivor Claims Reviewer with any additional information. The Survivor Claims Reviewer may consider the credibility of the Survivor Claimant

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and the facts alleged in support of the Claim and, in the Survivor Claims Reviewer's sole discretion, reduce or deny the Survivor Claim.

3.4. Determinations by the Survivor Claims Reviewer

The Survivor Claims Reviewer or the Trustee shall notify each Survivor Claimant in writing of the expected monetary distribution with respect to the Survivor Claimant's claim, which distribution may be greater or smaller than the actual distribution to be received based on the outcome of any reconsideration claims. The Survivor Claims Reviewer's determination shall be final unless the Survivor Claimant makes a timely request for the point award to be reconsidered by the Survivor Claims Reviewer. The Survivor Claimant shall not have a right to any other appeal of the Survivor Claims Reviewer's point award.

3.5. Requests for Reconsideration

The Survivor Claimant may request reconsideration by delivering a written request for reconsideration to the Survivor Claims Reviewer within ten (10) calendar days after the date of mailing of the notice of the preliminary monetary distribution. Each written request must be accompanied by a check for the reconsideration fee, five hundred dollars (\$500.00). The Survivor Claimant, with the request for reconsideration, may submit additional evidence and argument in support of such request. The Survivor Claimant's monetary distribution amount may go up or down as a result of his or her request for reconsideration. The Survivor Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Survivor Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

3.6. Distribution to Holders of Class 1 Claims

Once the Survivor Claims Reviewer has made all reconsideration determinations, the Trustee shall determine the dollar value of each Class 1 Claimant's actual distribution based on the Class 1 Claimant's pro rata share of the total final points assigned pursuant to Section __ herein and the available funds for distribution. The Trustee shall then make payment to Class 1 Claimants in accordance with the Trustee's powers and duties under Section 3.2.8 of the Trust Agreement.

3.7. Distribution to Holders of Class 2 Claims

When a Class 2 Claim is received, the Survivor Claims Reviewer will first determine the category to which the Class 2 Claim belongs pursuant to the terms of the Plan. The Survivor Claims Reviewer will also assign a total point value to each claim determined to be an Unknown Survivor Claim. The Trustee shall then make a distribution to each holder of Class 2 Claims from the Class 2 Reserves pursuant to the following:

- (a) Holders of Pre-Effective Date Unknown Survivor Claims shall receive a pro rata distribution from the Pre-Effective Date Unknown Claim Reserve based on the following calculation: the points assigned by the Survivor Claims Reviewer for each Pre-Effective Date Unknown Survivor Claim divided by the combined

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total points of all Pre-Effective Date Unknown Survivor Claims multiplied by the amount held in the Pre-Effective Date Unknown Claim Reserve.

- (b) Holders of Post-Effective Date Unknown Survivor Claims shall receive a pro rata distribution from the Post-Effective Date Unknown Claim Reserve based on the following calculation: the points assigned by the Survivor Claims Reviewer for each Post-Effective Date Unknown Survivor Claim divided by the combined total points of all Post-Effective Date Unknown Survivor Claims multiplied by the amount held in the Post-Effective Date Unknown Claim Reserve, except that no Unknown Survivor Claimant shall receive more than he or she would have received as a Known Survivor Claimant. The Trustee shall make an immediate distribution of \$20,000 to holders of allowed Post-Effective Date Unknown Survivor Claims, with the remaining portion of their Post-Effective Date Unknown Survivor Claim paid at the termination of the Post-Effective Date Unknown Claim Reserve as provided for in the Trust Agreement.
- (c) Holders of Late-Filed Survivor Claims shall receive a distribution of \$2,000 from the Late-Filed Claims Reserve.

3.7. Deceased Abuse Survivors

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

ARTICLE IV

GUIDELINES FOR ALLOCATION FOR ABUSE SURVIVOR CLAIMS

4.1. Evaluation Factors

Each Survivor Claim will be evaluated by the Survivor Claims Reviewer. Each Claim will be assigned points according to the following system.

(a) Nature of Abuse & Circumstances. A point value ranging from 0 to 55 should be allocated for this section. Considerations should include, but are not limited to, the following factors:

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

(2) Type of abuse: e.g. penetration, attempted penetration, masturbation, oral sex, touching under the clothing, touching over the clothing, removing of clothing covering genitals, exposure of perpetrator's genitals, kissing, sexualized talk;

(3) Circumstances of abuse:

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

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

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

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

(b) Impact of the Abuse. Overall, this category looks to how the abuse impacted the claimant. This includes how the abuse impacted the claimant's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the abuse at issue resulted in legal difficulties for the claimant. Some of these considerations may include the below factors, but the below list is not intended to be exhaustive. A point value ranging from 0 to 40 should be allocated for this section.

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

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

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

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

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

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

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

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

(c) **Claimant Involvement.** The Survivor Claims Reviewer shall consider that all Claimants have benefited from the work and cost incurred by those Claimants who have previously asserted claims against the Diocese and have participated in the legal and factual development of claims against the Diocese. A point value ranging from 0 to 5 should be allocated for this section.

The Survivor Claim Review should consider factors including but not limited to whether the Claimant has filed a lawsuit; whether the Claimant and/or the Claimant's family has been subject to a deposition, mediation or interview; whether the Claimant has participated on the committee representing survivors; and whether the Claimant participated in publicizing the issue of clergy sex abuse which has benefitted all claimants.

ARTICLE V
ADDITIONAL PROVISIONS

5.1. Reduction

If the Survivor Claimant's abuser(s) belonged to a religious order, the Survivor Claimant's final monetary distribution shall be reduced by thirty-three percent (33%). If the reduction result is not a whole number, the Survivor Claims Reviewer should round up to the nearest whole number.

If the Survivor Claimant received a monetary distribution from another diocese or archdiocese on account of the same Abuse that is the subject of his or her Survivor Claim, the Survivor Claimant's final monetary distribution shall be reduced by fifty percent (50%). If the reduction result is not a whole number, the Survivor Claims Reviewer should round up to the nearest whole number.

If a Known Survivor Claimant did not file a claim or lawsuit against the Diocese on or prior to May 25, 2016, his or her final monetary distribution shall be reduced by seventy-five percent (75%).

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If a Survivor Claimant is also a clergy abuser in another allowed Survivor Claim, then his points will be reduced by the number of points allocated to his victim(s).

5.2. Minimum Point Allocation

Notwithstanding anything to the contrary herein or in the Plan, every holder of an allowed Survivor Claim shall receive a point allocation of at least 15, unless the Claim is disallowed in its entirety by an Order of the Bankruptcy Court or a decision by the Survivor Claims Reviewer.

**JOINT PLAN OF REORGANIZATION
EXHIBIT L**

EXHIBIT L – LIST OF OTHER INSURED ENTITIES

None.