

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
CATHOLIC DIOCESE OF WILMINGTON, INC.,) Case No. 09-13560 (CSS)
a Delaware Corporation,)
) Honorable Christopher S. Sontchi
Debtor.¹)
)

AMENDED CHAPTER 11 PLAN OF REORGANIZATION OF
CATHOLIC DIOCESE OF WILMINGTON, INC.

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INTRODUCTION

Catholic Diocese of Wilmington, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case, proposes this Chapter 11 Plan of Reorganization pursuant to the provisions of the Bankruptcy Code.

ARTICLE I: **DEFINITIONS AND INTERPRETATION**

1.1 DEFINED TERMS. For the purposes of this Plan, except as expressly provided and unless the context otherwise requires, all capitalized terms not otherwise defined in context have the meanings ascribed to them in Exhibit A hereto.

1.2 INTERPRETATION. For purposes of this Plan:

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

(b) unless otherwise specified, the term "including" is intended to be illustrative and not exhaustive, and shall be construed as "including, but not limited to" where possible;

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

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

(e) any reference in this 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;

(f) any reference in this 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;

(g) unless otherwise specified, all references in this Plan to "Articles," "Sections," "Schedules" and "Exhibits" are references to Articles, Sections, Schedules and Exhibits of or to this Plan;

(h) the words "herein," "hereof" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; and

(i) captions and headings to Articles and Sections are inserted for ease of reference only and are not intended to be a part of or to affect the interpretation of this Plan.

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

1.4 EXHIBITS. All Exhibits to this Plan (including, without limitation, the Supplemental Plan Documents) are hereby incorporated by reference and made part of this Plan as if set forth fully herein.

ARTICLE II: TREATMENT OF UNCLASSIFIED CLAIMS

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

(a) Treatment. Subject to the bar date provisions herein and additional requirements for Professionals and certain other Persons set forth below, each holder of an Allowed Administrative Claim against the Debtor shall receive, in full satisfaction, settlement, release and extinguishment of such Claim, as set forth in this Section 2.1, Cash equal to the Allowed amount of such Administrative Claim, unless the holder agrees or shall have agreed to other treatment of such Claim no less favorable to the Debtor; provided, however, that any Administrative Claim incurred postpetition by the Debtor in the ordinary course of its operations or arising pursuant to one or more postpetition agreements or transactions entered into by the Debtor with Bankruptcy Court approval, shall be paid or performed in accordance with the terms and conditions of the particular transaction(s) and any agreement(s) relating thereto, or as otherwise agreed by the Debtor (if before the Effective Date) or the Plan Trustee (on and after the Effective Date), on the one hand, and the holder of such Administrative Claim, on the other. The holder of an Allowed Administrative Claim shall not be entitled to, and shall not be paid, any interest, penalty, or premium thereon, and any interest, penalty, or premium asserted with respect to an Administrative Claim shall be deemed Disallowed without the need for any further Order of the Bankruptcy Court.

(b) General Administrative Bar Date.

(1) Except for Professional Claims, which are addressed below, requests for payment of Administrative Claims must be Filed and served on the Post-Confirmation Notice Parties no later than (A) thirty (30) days after a

notice of the Effective Date is Filed with the Bankruptcy Court and served, or (B) such later date, if any, as the Bankruptcy Court shall order upon application made prior to the end of such 30-day period. Holders of Administrative Claims (including, without limitation, the holders of any Claims for federal, state or local taxes, but excluding Professional Claims) that are required to File a request for payment of such Claims and that do not File such requests by the applicable bar date shall be forever barred from asserting such Claims against the Debtor, the Plan Trust, the Reorganized Debtor, or any of their property. Notwithstanding the foregoing, any Bar Dates established during the course of this Chapter 11 Case shall remain in full force and effect.

(2) All objections to allowance of Administrative Claims (excluding Professional Claims) must be Filed by any parties in interest no later than ninety (90) days after the Administrative Claim Bar Date (the "Administrative Claim Objection Deadline"). The Administrative Claim Objection Deadline may be initially extended for an additional ninety (90) days at the sole discretion of the Plan Trustee upon the Filing of a notice of the extended Administrative Claim Objection Deadline with the Bankruptcy Court. Thereafter, the Administrative Claim Objection Deadline may be further extended by an Order of the Bankruptcy Court, which Order may be granted without notice to any party in interest. If no objection to the applicable Administrative Claim is Filed on or before the Administrative Claim Objection Deadline, as may be extended, such Administrative Claim will be deemed Allowed, subject to the Bankruptcy Court's discretion to extend such bar date retroactively.

(c) Bar Date for Professional Claims.

(1) All Professionals or other Persons requesting compensation or reimbursement of expenses pursuant to any of §§ 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered on or before the Effective Date (including, among other things, any compensation requested by any Professional or any other Person for making a substantial contribution in the Chapter 11 Case) shall File and serve on the Post-Confirmation Notice Parties and the Fee Examiner an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than the Professional Claims Bar Date.

(2) Objections to Professional Claims or Claims of other Persons for compensation or reimbursement of expenses must be Filed and served on the Post-Confirmation Notice Parties, the Fee Examiner, and the Professionals or other Persons to whose application the objections are addressed on or before (A) forty-five (45) days after the Professional Claims Bar Date or (B) such later date as (i) the Bankruptcy Court shall order upon application made prior to the end of such 45-day period or (ii) is agreed between the Debtor (if before the Effective Date) or the Plan Trustee (on and after the Effective Date), as applicable, and the affected Professional or other Person.

2.2 STATUTORY FEES. All fees due and payable pursuant to 28 U.S.C. § 1930 and not paid prior to the Effective Date shall be paid in Cash as soon as practicable after the Effective Date. After the Effective Date, the Plan Trust shall pay quarterly fees to the U.S. Trustee, in Cash from the Plan Administration Expense Reserve, until the Chapter 11 Case is closed, and a Final Decree is entered. In addition, the Plan Trust shall File post-Confirmation quarterly reports in conformance with the U.S. Trustee guidelines. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which will be deemed Administrative Claims against the Debtor and its Estate.

2.3 PRIORITY TAX CLAIMS. With respect to each Allowed Priority Tax Claim not paid prior to the Effective Date, the Plan Trust shall (i) pay such Claim in Cash as soon as practicable after the Effective Date, or (ii) provide such other treatment agreed to by the holder of such Allowed Priority Tax Claim and the Debtor (if before the Effective Date) or the Plan Trustee (on and after the Effective Date), as applicable, in writing, provided such treatment is no less favorable to the Debtor or the Plan Trust than the treatment set forth in clause (i) hereof. The holder of an Allowed Priority Tax Claim shall not be entitled to assess any premium or penalty on such Claim and any asserted premium or penalty shall be deemed Disallowed under this Plan without the need for a further Order of the Bankruptcy Court. In the event there are no Allowed Priority Tax Claims, this Section 2.3 shall be deemed stricken from this Plan.

ARTICLE III: CLASSIFICATION OF CLAIMS

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

CLASS	DESCRIPTION	IMPAIRMENT	VOTING
1	Secured Claims	Unimpaired	No
2	Priority Claims	Unimpaired	No
3A	Personal Injury Tort <u>Survivor</u> Claims	Impaired	Yes
3B	Lay Pension Claims	Impaired	Yes
3C	Allied Irish Bank Claim <u>DEDA</u> Bond Transaction Claims	Impaired	Yes
3D	Clergy Pension Claims	Potentially Impaired	Yes
3E	Gift Annuity Claims	Potentially Impaired	Yes
3F	Other Unsecured Claims	Potentially Impaired	Yes
4	Penalty Claims	Impaired	No

3.2 CLASSIFICATION. The Claims against the Debtor shall be classified as specified above (other than Administrative Claims and Priority Tax Claims, which shall be

unclassified and treated in accordance with Article II above). Consistent with § 1122 of the Bankruptcy Code, a Claim is classified by this Plan in a particular Class only to the extent the Claim is within the description of the Class, and a Claim is classified in a different Class to the extent it is within the description of that different Class.

3.3 IMPAIRMENT; VOTING.

(a) Non-Voting Classes. As set forth above, Classes 1 and 2 are Unimpaired by this Plan and holders of Claims in these Classes are conclusively presumed to have accepted this Plan. Class 4 is Impaired by this Plan, but because holders of Claims in this Class will not retain or receive any property under this Plan on account of such Claims, this Class is conclusively presumed to have rejected this Plan.

(b) Voting Classes. Classes 3A, 3B, 3C, 3D, 3E and 3F are (or may be) Impaired by this Plan, and holders of Claims in these Classes shall be entitled to vote to accept or reject this Plan.

ARTICLE IV: TREATMENT OF CLASSIFIED CLAIMS

4.1 SECURED CLAIMS (CLASS 1). Class 1 consists of Secured Claims. With respect to each Allowed Class 1 Claim, the legal, equitable, and contractual rights to which such Allowed Claim entitles its holder shall be reinstated in full on the Effective Date.

4.2 PRIORITY CLAIMS (CLASS 2). Class 2 consists of Priority Claims. Unless the holder of an Allowed Class 2 Claim and the Debtor (if prior to the Effective Date) or the Plan Trustee~~Trust~~ (on and after the Effective Date) agree to a different treatment, on the later of the Effective Date (or as soon thereafter as practicable) and the date a Class 2 Claim becomes an Allowed Claim (or as soon thereafter as is practicable), the Plan Trust shall pay each such Allowed Class 2 Claim in full, in Cash, without interest.

4.3 PERSONAL INJURY TORT SURVIVOR CLAIMS (CLASS 3A). Class 3A consists of the ~~Personal Injury Tort Survivor~~ Claims. Class 3A Claims will be (i) estimated for distribution purposes in accordance with Section 5.3 of this Plan, and (ii) shall be liquidated and Allowed, or Disallowed, in accordance with Section 4.3(a) of this Plan (for ~~Convenience Personal Injury Tort Claims~~, Section 5.4 of this Plan (for ~~ADR Personal Injury Tort Claims~~) or Section 5.5 of this Plan (for ~~Litigation Personal Injury Tort Claims~~), as applicable Article V hereof.

(a) Convenience Treatment Under a CDOW-Only Plan. If the Plan is confirmed as a CDOW-Only Plan:

(1) ~~. Each holder of a Class 3A Claim may elect on his or her Ballot to be treated as a holder of a Convenience Personal Injury Tort Claim, which election shall be irrevocable. Each holder of a Convenience Personal Injury Tort Claim shall tender to the Special Arbitrator a sworn statement in the form to be filed as a Supplemental Plan Document. Each Convenience Personal Injury Tort Claim shall be Allowed in the amount of \$75,000 (for Claims~~

against each holder of an Allowed Survivor Convenience Claim, within ten (10) days after Allowance of such Claim pursuant to Section 5.6, shall receive an initial Distribution from the Plan Trust in the amount equal to 50% of his or her Allowed Claim (i.e., \$37,500 for Claims arising out of Abuse by Diocesan priests or employees, or \$25,000 (12,500 for Claims against Religious Order priests), as applicable, if the Special Arbitrator determines that the sworn statement, along with the Proof of Claim filed by the holder of such Claim, establish a *prima facie* case that the holder suffered sexual abuse for which the Debtor and/or a Non-Debtor Catholic Entity could be held civilly liable under applicable nonbankruptcy law. Within ten (10) days after Allowance of a Convenience Personal Injury Tort Claim as provided in the previous sentence, the holder of such Claim shall receive a distribution from the Personal Injury Tort Claims Payment Account equal to 50% of the Allowed amount of his or her Class 3A Claim. For the avoidance of doubt, any distribution made pursuant to this Section 4.3(a) arising out of Abuse by Religious Order clerics or employees, as applicable), which Distribution shall be final and indefeasible, and shall not be subject to reduction or disgorgement in the event the percentage distribution on other Allowed 3A Claims under Section 4.3(b) hereof is less than 50% for any reason; and

(b) General Treatment

(2) . After (i) every Class 3A Claim has been Allowed or Disallowed, as applicable, and such Allowance or Disallowance shall have become final and non-appealable, and (ii) all fees and expenses payable from the Personal Injury Tort Claims Payment Account pursuant to Section 5.8 have been paid, each holder of an Allowed Class 3A Claim shall receive a Pro Rata Distribution on such Claim from the Personal Injury Tort Claims Payment Account Plan Trust in full satisfaction, settlement, and release of, and in exchange for, his or her Class 3A Claim, provided that the amount of Distribution to any holder of a Survivor Convenience Personal Injury Tort Claim shall be reduced by the amount of the Distribution made pursuant to Section 4.3(a)(1).

(b) Treatment Under a Settlement Plan. If the Plan is confirmed as a Settlement Plan:

(1) each holder of an Allowed Survivor Convenience Claim, within ten (10) days after Allowance of such Claim pursuant to Section 5.6, shall receive a Distribution from the Plan Trust in the amount equal to 100% of his or her Allowed Claim (i.e., \$75,000 for Claims arising out of Abuse by Diocesan priests or employees, or \$25,000 for Claims arising out of Abuse by Religious Order clerics or employees, as applicable), in full satisfaction, settlement, and release of, and in exchange for, his or her Allowed Survivor Convenience Claim, which Distribution shall be final and indefeasible, and shall not be subject to reduction or disgorgement for any reason; and

(2) each holder of an Allowed Class 3A Claim other than a Survivor Convenience Claim shall receive a Pro Rata Distribution on such Claim from the Plan Trust in full satisfaction, settlement, and release of, and in exchange for, his or her Class 3A Claim.

4.4 LAY PENSION CLAIMS (CLASS 3B). Class 3B consists of the Lay Pension Claims.

(a) Treatment Under a CDOw-Only Plan. Class 3B consists of the Lay Pension Claims. Each, If the Plan is confirmed as a CDOw-Only Plan, each holder of an Allowed Class 3B Claim shall be entitled to a Pro Rata Distribution from the General Claims Payment Account Plan Trust in full satisfaction, settlement, and release of, and in exchange for, his or her Allowed Class 3B Claim, which distribution shall be made to the Lay Pension Plan Trust on behalf of such holder. As soon as practicable after the Confirmation Date, the Debtor shall file a motion in the Bankruptcy Court pursuant to § 502(e)(1) of the Bankruptcy Code to estimate for purposes of allowance and distribution the aggregate Allowed amount of all Lay Pension Claims.

(b) Treatment Under a Settlement Plan. If the Plan is confirmed as a Settlement Plan, then in full satisfaction, settlement, and release of, and in exchange for, all Allowed Class 3B Claims, as a condition precedent to the Effective Date, the Debtor shall (i) direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, the Lay Pension Fund to the Lay Pension Plan Trust on behalf of the Debtor, and such distribution shall have occurred; and (ii) contribute Cash or other property having a value of \$5,000,000 in the aggregate (the value of any non-Cash property being determined by Order of the Bankruptcy Court, after notice and a hearing, which hearing may be the Confirmation Hearing) to the Lay Pension Plan Trust.

4.5 ALLIED IRISH BANK CLAIM (CLASS 3C)DEDA BOND TRANSACTION CLAIMS (CLASS 3C). Class 3C consists of the DEDA Bond Transaction Claims.

(a) Treatment under a CDOw-Only Plan. If the Plan is confirmed as a CDOw-Only Plan, then in full satisfaction, settlement, and release of, and in exchange for, the Class 3C Claims, each holder of an Allowed Class 3C Claim shall, at its election, receive one of the following:

(1) a promissory note substantially in the form to be filed with the Supplemental Plan Documents, which note shall be agreeable in all respects to the Debtor, in its sole discretion, and executed by the Reorganized Debtor (and payable solely by the Reorganized Debtor, and not by the Plan Trust) on the Effective Date in a principal amount equal to the Allowed amount of such Class 3C Claim; or

(2) . Class 3C consists of the Allied Irish Bank Claim. In full satisfaction, settlement, and release of, and in exchange for, the Class 3C Claim, on the Effective Date, the holder of such Claim shall receive a promissory note

substantially in the form to be filed with the Supplemental Plan Documents, which note shall (i) be executed by the Reorganized Debtor in a principal amount equal to the Allowed amount of the Class 3C Claim, and (ii) be payable on economic terms no less favorable to the Reorganized Debtor than the economic terms of the DEDA Loan Agreements subject fully to Section 10.5 hereof (to the extent the Capital Campaign Fund is a Disputed Restricted PIA Fund), a Pro Rata distribution on such Claim from the Capital Campaign Fund, provided, however, that if the Capital Campaign Fund is determined by a Final Order to have been an Unrestricted Asset of the Debtor, then as soon as practicable thereafter, (i) any promissory note executed by the Reorganized Debtor in accordance with the foregoing paragraph 4.5(a)(1) shall be deemed cancelled, void *ab initio*, and without legal effect, and (ii) as soon as practicable after entry of such Final Order, (A) the Reorganized Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, the Capital Campaign Fund and contribute the proceeds thereof to the Plan Trust on behalf of the Debtor, and (iiB) the each holder of the an Allowed Class 3C Claim shall receive a Pro Rata distribution on such Claim from the General Claims Payment Account Plan Trust in full satisfaction, settlement, and release of, and in exchange for, its Class 3C Claim.

(h) Treatment under a Settlement Plan. If the Plan is confirmed as a Settlement Plan, then in full satisfaction, settlement, and release of, and in exchange for, the Class 3C Claims, each holder of an Allowed Class 3C Claim shall, at its election, receive one of the following:

- (1)** a promissory note substantially in the form to be filed with the Supplemental Plan Documents, which note shall be agreeable in all respects to the Debtor, in its sole discretion, and executed by the Reorganized Debtor (and payable solely by the Reorganized Debtor, and not by the Plan Trust) on the Effective Date in a principal amount equal to the Allowed amount of such Class 3C Claim; or
- (2)** a Pro Rata distribution on such Claim from the Capital Campaign Fund.

4.6 CLERGY PENSION CLAIMS (CLASS 3D). Class 3D consists of Clergy Pension Claims.

(a) Treatment under a CDOw-Only Plan. Class 3D consists of Clergy Pension Claims. With, If the Plan is confirmed as a CDOw-Only Plan, then with respect to each Class 3D Claim, the legal, equitable, and contractual rights to which such Claim entitles its holder shall be reinstated in full on the Effective Date; provided, however, that if the Clergy Pension Fund is determined by a Final Order to have been an Unrestricted Asset of the Debtor, then as soon as practicable thereafter, (i) the Reorganized Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, the Clergy Pension Fund and contribute the proceeds thereof to the Plan Trust on behalf of the Debtor, (ii) the Plan Trustee shall file a motion

~~in the Bankruptcy Court pursuant to Bankruptcy Code § 502(c)(1) to estimate for distribution purposes the Allowed amount of each Class 3D Claim, and (iii) and each holder of an Allowed Class 3D Claim shall receive a Pro Rata distribution on such Claim from the General Claims Payment Account Plan Trust in full satisfaction, settlement, and release of, and in exchange for, his such Class 3D Claim.~~

(b) Treatment under a Settlement Plan. ~~If the Plan is confirmed as a Settlement Plan, then with respect to each Class 3D Claim, the legal, equitable, and contractual rights to which such Claim entitles its holder shall be reinstated in full on the Effective Date.~~

4.7 GIFT ANNUITY CLAIMS (CLASS 3E). ~~Class 3E consists of Gift Annuity Claims.~~

(a) Treatment under a CDOW-Only Plan. ~~Class 3E consists of Gift Annuity Claims. With, If the Plan is confirmed as a CDOW-Only Plan, then with respect to each Class 3E Claim, the legal, equitable, and contractual rights to which such Claim entitles its holder shall be reinstated in full on the Effective Date; provided, however, that to the extent any Gift Annuity Fund is determined by a Final Order to have been an Unrestricted Asset of the Debtor, then as soon as practicable thereafter, (i) the Reorganized Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, such Gift Annuity Fund and contribute the proceeds thereof to the Plan Trust on behalf of the Debtor, (ii) the Plan Trustee shall File a motion in the Bankruptcy Court pursuant to Bankruptcy Code § 502(c)(1) to estimate for distribution purposes the Allowed amount of the Class 3E Claim corresponding to the Gift Annuity Fund, and (iii) the holder of such Allowed Class 3E Claim shall receive a Pro Rata distribution on such Claim from the General Claims Payment Account Plan Trust in full satisfaction, settlement, and release of, and in exchange for, his or her Class 3E Claim.~~

(b) Treatment under a Settlement Plan. ~~If the Plan is confirmed as a Settlement Plan, then with respect to each Class 3E Claim, the legal, equitable, and contractual rights to which such Claim entitles its holder shall be reinstated in full on the Effective Date.~~

4.8 OTHER UNSECURED CLAIMS (CLASS 3F). ~~Class 3F consists of all Claims other than S/A/P Claims, Survivor Claims, Lay Pension Claims, DEDA Bond Transaction Claims, Clergy Pension Claims, Gift Annuity Claims, and Penalty Claims.~~

(a) Treatment under a CDOW-Only Plan. ~~Class 3F consists of Unsecured Claims other than the Personal Injury Tort Claims, Lay Pension Claims, Allied Irish Bank Claim, Clergy Pension Claims, and Gift Annuity Claims. Each If the Plan is confirmed as a CDOW-Only Plan, each holder of an Allowed Class 3F Claim shall receive a Pro Rata distribution from the General Claims Payment Account Plan Trust in full satisfaction, settlement, and release of, and in exchange for, its Class 3F Claim.~~

(b) Treatment under a CDOw-Only Plan. If the Plan is confirmed as a Settlement Plan, then with respect to each Class 3F Claim, the legal, equitable, and contractual rights to which such Claim entitles its holder shall be reinstated in full on the Effective Date.

4.9 PENALTY CLAIMS (CLASS 4). Class 4 consists of Penalty Claims. If, and only if, all Allowed Pari Passu Claims are paid in full (including, without limitation, any Claims entitled to a distribution pursuant to § 726(a)(1)-(3) of the Bankruptcy Code), each holder of an Allowed Class 4 Claim shall receive a Pro Rata distribution from the Plan Trust in full satisfaction, settlement, and release of, and in exchange for, its Class 4 Claim. Holders of Class 4 Claims shall not be expected to receive or retain any property under this Plan on account of such Claims.

ARTICLE V:
PROCEDURES FOR LIQUIDATION AND ALLOWANCE
OF PERSONAL INJURY TORTSURVIVOR CLAIMS

5.1 CLASS 3A ELECTION OF ADR, LITIGATION, OR CONVENIENCE TREATMENT. Each holder of a Class 3A Claim may elect on his or her Ballot to be treated as a holder of (a) a Survivor ADR-Personal Injury Tort Claim, allowance and liquidation of which shall be governed by the Personal Injury Tort ADR Process, Section 5.4, (b) a Survivor Litigation-Personal Injury Tort Claim, allowance and liquidation of which shall be governed by the Personal Injury Tort Litigation Process, Section 5.5, or (c) a Survivor Convenience Personal Injury Tort Claim, allowance and liquidation of which shall be governed by the terms of Section 4.3(a) of this Plan, Section 5.6.

5.2 ASSUMPTION OF LIABILITIES BY PLAN TRUST. The Plan Trust shall assume all liabilities, and succeed to all rights and defenses, of the Debtor and the Third-Party Releasees (and, if this Plan is confirmed as a Settlement Plan, of the Non-Debtor Catholic Entities) with respect to Personal Injury TortSurvivor Claims (including Unknown Claims) arising from or relating to any sexual abuse Abuse that occurred prior to the Confirmation Date.

5.3 GLOBAL REMOVAL OF PENDING STATE-COURT LITIGATION; ESTIMATION. To the extent not previously removed pursuant to Bankruptcy Rule 9001 and 28 U.S.C. § 1452, all cases pending in the Superior Court in which Personal Injury Tort Claims and/or Third Party Indemnity Survivor Claims are asserted shall be removed to the District Court for estimation allowance and liquidation of Personal Injury Tort Claims under the Personal Injury Tort ADR Process or the Personal Injury Tort Litigation Process, as applicable. As soon as practicable after the Confirmation Date, the Debtor shall file a motion in the District Court pursuant to § 502(e)(1) of the Bankruptcy Code to estimate for distribution purposes the aggregate Allowed amount of all Personal Injury Tort Claims, Survivor Claims in accordance with the Bankruptcy Code and Section 5.4, Section 5.5, or Section 5.6, as applicable.

5.4 PERSONAL INJURY TORTSURVIVOR ADR PROCESS. After consultation with the Creditors Committee, but in no event later than 21 days prior to the Voting Deadline, the Debtor shall, in a filing with the Bankruptcy Court, identify a disinterested Person to serve as special arbitrator (the “Survivor Claims Arbitrator”) and propose binding arbitration

procedures (the “Survivor Claims Arbitration Procedures”), subject to approval by the Bankruptcy Court at the Confirmation Hearing, by which the Survivor Claims Arbitrator shall determine the Allowed amount of any Survivor ADR Claims (which, for the avoidance of doubt, shall be limited only to compensatory damages and shall not include any punitive or exemplary damages).

(a) Required Elements of Survivor Claims Arbitration

Procedures. After consultation with the Creditors Committee, but in no event later than 21 days prior to the Voting Deadline, the Debtor shall identify a disinterested Person to serve as special arbitrator (the “Special Arbitrator”), and propose binding arbitration procedures, subject to approval by the Bankruptcy Court at the Confirmation Hearing, by which the Special Arbitrator shall determine the Allowed amount of any ADR Personal Injury Tort Claims (which, for the avoidance of doubt, shall be limited only to compensatory damages and shall not include any punitive or exemplary damages). The identity of the Special Arbitrator and the The Survivor Claims Arbitration Procedures shall be set forth in a Supplemental Plan Document. At a minimum, the Arbitration Procedures will require, as a prerequisite to commencement of the arbitration, that the Survivor claimant shall have tendered to the Plan Trust a sworn statement substantially in the form to be Filed as a Supplemental Plan Document setting forth a *Prima Facie Case of Abuse*, along with demand as to the Allowed amount of the claimant’s Personal Injury Tort Survivor Claim. The Plan Trust may either accept the demand or make a counter-demand offer. In the event the matter proceeds to arbitration, the Survivor Claims Arbitration Procedures will shall require the claimant to establish, by a preponderance of the evidence, (i) the occurrence of sexual abuse for which the Debtor and/or a(A) if this Plan is confirmed as a CDOW-Only Plan, that such Survivor claimant suffered Abuse for which the Debtor could be held civilly liable under applicable non-bankruptcy law after giving effect to any applicable statute of limitations; or (B) if this Plan is confirmed as a Settlement Plan, that such Survivor claimant suffered Abuse for which the Debtor or any Non-Debtor Catholic Entity may could be held civilly liable for damages under applicable nonbankruptcy law, non-bankruptcy law after giving effect to any applicable statute of limitations; and (ii) the amount of compensatory damages to which the claimant is entitled under applicable nonbankruptcy law, provided, however, that nothing in the Survivor Claims Arbitration Procedures shall preclude the Plan Trust from stipulating to liability and proceeding with arbitration solely as to the amount of compensatory damages, if deemed appropriate by the Plan Trustee in his or her sole discretion. The Survivor Claims Arbitration Procedures shall also permit the claimant to determine whether (i) the arbitration proceedings will be held in a public or a private forum, and (ii) any record of the arbitration proceedings (including, without limitation, the arbitrator’s findings and decision) will be made publicly available or placed under seal, which determination shall be in the claimant’s sole discretion and may not be challenged. Holders of Class 3A Claims electing ADR Personal Injury Tort Claim treatment may change their election within 14 days after entry of the Confirmation Order; thereafter, such election becomes irrevocable.

(b) Time for Changing Election. Holders of Class 3A Claims electing Survivor ADR Claim treatment may change their election within 14 days after entry of the Confirmation Order; thereafter, such election becomes irrevocable.

5.5 PERSONAL INJURY TORTSURVIVOR LITIGATION PROCESS.

Pursuant to Del. Bankr. L.R. 9019-3, the Court shall refer all Litigation Personal Injury Tort Claims to mediation before a disinterested Person (the "Special Mediator") identified by the Debtor in After consultation with the Creditors Committee not, but in no event later than 21 days prior to the Voting Deadline and, the Debtor shall identify, in a Filing with the Bankruptcy Court, a disinterested Person other than the Survivor Claims Arbitrator to serve as special mediator (the "Survivor Claims Mediator"), subject to approval by the Bankruptcy Court at the Confirmation Hearing. The identity of the Special Mediator shall be set forth in a Supplemental Plan Document, to whom all Survivor Litigation Claims shall be referred pursuant to Del. Bankr. L.R. 9019-3. Should the Plan Trust and the holder of a Survivor Litigation Personal Injury Tort Claim be unable to reach agreement as to the Allowed amount of the Survivor Litigation Personal Injury Tort Claim (which, for the avoidance of doubt, shall be limited to compensatory damages and shall not include any punitive or exemplary damages) via mediation, the claimant may elect (i) to submit to binding arbitration before the Special Survivor Claims Arbitrator, which election shall be irrevocable, or (ii) to proceed with litigation against the Plan Trust in the District Court, which election shall be revocable at any time prior to the earliest of the date on which the Plan Trust has Filed a dispositive motion with respect to, or a trial has commenced on, the Claim.

5.6 SURVIVOR CONVENIENCE PROCESS. Each holder of a Survivor

Convenience Claim shall tender to the Survivor Claims Arbitrator a sworn statement in the form to be Filed as a Supplemental Plan Document. Each Survivor Convenience Claim shall be Allowed in the amount of \$75,000 (for Claims against Diocesan priests or employees) or \$25,000 (for Claims against Religious Order priests), as applicable, if the Survivor Claims Arbitrator determines that the sworn statement, along with the Proof of Claim filed by the holder of such Claim, establish a Prima Facie Case of Abuse.

5.7 5.6 EFFECT OF NO ELECTION. Each holder of a Class 3A Claim

who does not elect on his or her Ballot to be treated as a holder of (i) a Survivor ADR Personal Injury Tort Claim, (ii) a Survivor Litigation Personal Injury Tort Claim, or (iii) a Survivor Convenience Personal Injury Tort Claim by making such election on such holder's Ballot and executing and delivering the Ballot to the Debtor on or before the Voting Deadline shall be deemed to have elected treatment as a holder of a Survivor Convenience Personal Injury Tort Claim, which election shall be irrevocable.

5.8 5.7 CIVIL COMPLAINT BY PERSONAL INJURYSURVIVOR

LITIGATION TORT CLAIMANT. If a holder of a Personal Injury Survivor Litigation Tort Claim has not Filed a civil complaint alleging such Claim in the Superior Court or District Court before making an election to be treated as a holder of a Personal Injury Survivor Litigation Tort Claim, such holder must File in the District Court and serve on the Plan Trustee Trust such a petitioncomplaint within sixty (60) days after the Effective Date. If a holder of a Personal Injury Survivor Litigation Tort Claim does not File and serve such complaint, such holder shall

be deemed to have elected treatment as a holder of a Survivor Convenience Personal Injury Tort Claim, which election shall be irrevocable.

5.8

5.9 FEES AND EXPENSES.

(a) Arbitration and Mediation. Fees Reasonable fees and expenses of the Special Survivor Claims Arbitrator, the Special Survivor Claims Mediator, and counsel to the Plan Trust in connection with any arbitration or, mediation, or litigation concerning a Survivor Claim shall constitute Plan Administration Expenses payable from the Plan Administration Expense Reserve. The Upon request, the Reorganized Debtor shall reasonably cooperate (i) with the Plan Trust, the Special Survivor Claims Arbitrator, and the Special Survivor Claims Mediator in connection with any arbitration or mediation concerning a Survivor Claim, and (ii) with the Plan Trust and the Survivor claimant with respect to discovery in connection with any litigation concerning a Survivor Claim (including, without limitation, by making witnesses available for deposition and trial), and the reasonable expenses of the Reorganized Debtor, including professional fees, in so doing shall constitute Plan Administration Expenses payable from the Plan Administration Expense Reserve. If this Plan is confirmed as a Settlement Plan, then upon request, the Non-Debtor Catholic Entities shall reasonably cooperate (i) with the Plan Trust, the Survivor Claims Arbitrator, and the Survivor Claims Mediator in connection with any arbitration or mediation concerning a Survivor Claim, and (ii) with the Plan Trust and the Survivor claimant with respect to discovery in connection with any litigation concerning a Survivor Claim (including, without limitation, by making witnesses available for deposition and trial), and the reasonable expenses of the Non-Debtor Catholic Entity, including professional fees, in so doing shall constitute Plan Administration Expenses payable from the Plan Administration Expense Reserve. Nothing in this Section 5.9 shall prejudice to the right of the Reorganized Debtor and the Non-Debtor Catholic Entities to object to the reasonableness of any discovery request.

(b) Litigation. Fees and expenses of counsel to the Plan Trust in connection with any litigation shall be chargeable to the Personal Injury Tort Claims Payment Account. The Reorganized Debtor shall cooperate with the Plan Trust and the litigation claimant with respect to discovery and shall make witnesses available for deposition and trial, and the reasonable expenses of the Reorganized Debtor, including professional fees, in so doing shall be chargeable to the Personal Injury Tort Claims Payment Account.

5.10 5.9 AGREEMENTS OUTSIDE THE ADR AND LITIGATION PROCEDURES. For the avoidance of doubt, nothing in this Plan shall preclude the holder of a Personal Injury Tort Survivor Claim and the Debtor (if before the Effective Date) or the Plan Trust (on and after the Effective Date) from stipulating to the Allowed amount of a Class 3A Claim as otherwise permitted by the Plan Trust Agreement, the Bankruptcy Code, and the Bankruptcy Rules.

5.11 MODIFICATION OF PROCEDURES IN SETTLEMENT PLAN. If this Plan is confirmed as a Settlement Plan, then the Plan Trustee, after consultation with the Plan Oversight Committee, shall be authorized, but not required, to seek such modifications of Sections 5.4, 5.5, 5.6, 5.7 and 5.8, or the Survivor Claims Arbitration Procedures as are warranted under the circumstances. Any request for such modification shall be made on motion to the Bankruptcy Court after notice to all holders of Class 3A Claims and a hearing, which motion shall be deemed a motion for entry of an order in aid of consummation of the Plan and shall not constitute a material modification of the Plan requiring the re-solicitation of votes.

ARTICLE VI:-
SETTLEMENT WITH NON DEBTOR CATHOLIC ENTITIES:
PROPOSED SETTLEMENTS EMBODIED IN PLAN

6.1 DEBTOR RELEASE CONSIDERATION. Within thirty (30) days after the Effective Date, the Non-Debtor Catholic Entities shall contribute to the Plan Trust Cash or other property having a value not less than \$1.458 million in the aggregate (the value of any non-Cash property being determined by Order of the Bankruptcy Court, after notice and a hearing, which hearing may be the Confirmation Hearing), in consideration for, and conditioned upon, the treatment set forth in Sections 6.2 and 6.3 of this Plan.

6.1 6.2 RESOLUTION OF PIA INVESTMENT CLAIMS IN CDOW-ONLY PLAN. If this Plan is confirmed as a CDOW-Only Plan, then the Confirmation Order shall provide that the PIA Investment Claims of the Non-Debtor Pooled Investors shall be Allowed in the amounts with respect to each of the Disputed Non-Debtor PIA Funds set forth in Exhibit B hereto, provided, however, that to the extent any Disputed Non-Debtor PIA Funds are determined by a Final Order not to be Unrestricted Assets of the Estate, the PIA Investment Claims with respect to such Disputed Non-Debtor PIA Funds shall be Disallowed.

6.3 RELEASE OF CHAPTER 5 ACTIONS AGAINST NON DEBTOR CATHOLIC ENTITIES

6.2 PROVISIONS APPLICABLE TO SETTLEMENT PLAN. If this Plan is confirmed as a Settlement Plan, then the following provisions shall apply:

(a) Contribution to Plan Trust by Non-Debtor Catholic Entities.

On the Effective Date, the Non-Debtor Catholic Entities shall contribute to the Plan Trust Cash in the amount of \$57,781,870 in the aggregate, as well as the NDCE Settlement Properties, in consideration for, and conditioned upon, (i) treatment of the Non-Debtor Catholic Entities as Settling Parties under Section 14.4, (ii) resolution of the PIA Litigation as set forth in Section 6.2(d), (iii) waiver and release of all Causes of Action of the Estate against the Non-Debtor Catholic Entities or property of the Non-Debtor Catholic Entities (including, without limitation, Alter Ego Claims, Substantive Consolidation Claims, PIA Distribution Clawback Claims, and PIA Surcharge Claims) as set forth in Section 6.2(e), and (iv) resolution of all potential disputes regarding Restricted PIA Funds as set forth in Section 6.2(f).

(b) Contribution to Plan Trust by Settling Insurers. On the Effective Date, the Settling Insurers shall contribute to the Plan Trust Cash in the amount of \$14,306,559 in the aggregate, in consideration for, and conditioned upon, (i) the Bankruptcy Court's approval of the sale of the Reorganized Debtor's or the Plan Trust's interest in each Settled Insurance Policy to the applicable Settling Insurer pursuant to §§ 363(b), 365, and/or 1123(a)(5) of the Bankruptcy Code, free and clear of all claims and interests, (ii) treatment of the Settling Insurers as Settling Parties under Section 14.4, (iii) waiver and release of all Causes of Action of the Estate against the Settling Insurers or property of the Settling Insurers as set forth in Section 6.2(e).

(c) Other Consideration Provided by Non-Debtor Catholic Entities. As additional consideration for, and expressly conditioned upon, treatment of the Non-Debtor Catholic Entities in accordance with Sections 14.3 and 6.2(d)-(f) hereof, the Non-Debtor Catholic Entities shall (i) waive and release any and all Claims against the Estate (including, without limitation, PIA Investment Claims, PIA Breach Claims, and Third-Party Indemnity Claims), (ii) consent to the sale of the Non-Debtor Catholic Entities' interests, if any, in any Settled Insurance Policy to the applicable Settling Insurer, and contribution of the proceeds of such sale to the Plan Trust in accordance with Section 6.2(b) hereof, and (iii) assign to the Plan Trust all right, title, and interest of the Non-Debtor Catholic Entities in and to the proceeds of any Insurance Policy with a Non-Settling Insurer.

(d) Resolution of PIA Litigation. In consideration of the Non-Debtor Catholic Entities' agreement to provide the NDCE Settlement Contribution and other consideration set forth in Section 6.2(c), (i) the Confirmation Order shall provide that the Phase I Judgment is vacated and the PIA Litigation is deemed dismissed, with prejudice, immediately upon entry of the Confirmation Order; and (ii) entry of the Confirmation Order shall constitute a finding that the Disputed Non-Debtor PIA Funds are not property of the Estate. From and after the Confirmation Date, the Debtor (if before the Effective Date) or the Reorganized Debtor (on and after the Effective Date), as applicable, shall be authorized to process withdrawal requests from the Non-Debtor Pooled Investors without further Order of the Bankruptcy Court.

(e) Waiver and Release of Estate Causes of Action Against Settling Parties. Effective upon receipt of the Debtor Release Consideration by the Plan Trust, in consideration of the contributions and other consideration to be provided by the Settling Parties pursuant to Sections 6.2(a)-(c) hereof, the Debtor, on behalf of the Estate, its representatives (including, without limitation, the Creditors Committee and the Lay Employees Committee, to the extent authorized to act on behalf of the Estate), and its successors (including, without limitation the Plan Trust and the Reorganized Debtor) (collectively, the "Debtor Releasees"), irrevocably and unconditionally, without limitation, shall be deemed to have released, acquitted, released, and forever discharged each of the Debtor Releasees from any and all Chapter 5 Actions which any Debtor Releaseor has ever had, or now has, or may claim to have, against any Debtor Releasee or the property of any Debtor Releasee, Settling Parties from any and all Causes of Action of the Estate (including, without limitation, Chapter 5 Actions, Alter Ego Claims, and Substantive Consolidation Claims) against any Settling Party or the

property of any Settling Party, such release to be effective upon the Plan Trust's receipt of the NDCE Settlement Contribution (with respect to Non-Debtor Catholic Entities) and the Insurer Settlement Contribution (with respect to the Settling Insurers), as applicable.

6.4 THIRD PARTY RELEASE CONSIDERATION. Within thirty (30) days after the Effective Date, the Non Debtor Catholic Entities shall contribute to the Plan Trust Cash or other property having a value not less than \$4.7 million in the aggregate (the value of any non Cash property being determined by Order of the Bankruptcy Court, after notice and a hearing, which hearing may be the Confirmation Hearing), in consideration for, and conditioned upon, treatment as Third Party Releasees under Section 14.3. As additional consideration for such treatment, the Non Debtor Catholic Entities (i) will waive any and all Third Party Indemnity Claims, (ii) consent to the compromise by the Plan Trust or the Reorganized Debtor, as applicable, of the Shared Insurance Policies; and (iii) contribute to the Plan Trust the rights under, or right to proceeds of, the Parish Only Policies, all as shall be set forth in the Confirmation Order.

(f) Resolution of Disputes Regarding Restricted PIA Funds. Entry of the Confirmation Order shall constitute a finding that the Restricted PIA Funds (including, without limitation, the Capital Campaign Fund, the Clergy Pension Fund, and the Gift Annuity Funds) are Restricted Assets and constitute Undisputed Restricted PIA Funds for all purposes under this Plan.

(g) Additional Documentation; Non-Material Modifications. From and after the Effective Date, the Plan Trust, and the Settling Parties shall be authorized to enter into, execute, adopt, deliver and/or implement all contracts, leases, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements contained in this Article VI without further Order of the Bankruptcy Court. Additionally, the Debtor, the Reorganized Debtor, the Plan Trust, and the Settling Parties may make technical and/or immaterial alterations, amendments, modifications or supplements to the terms of any settlement contained in this Article VI, subject to Bankruptcy Court approval, provided that the amendment or modification does not materially and adversely change the treatment of any holder of a Claim. A Class of Claims that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended, modified or supplemented under this Section 6.2(g), 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 6.2(g) shall constitute an Order in aid of consummation of the Plan and shall not require the re-solicitation of votes on this Plan.

(h) Non-Settling Insurers Unaffected. For the avoidance of doubt, the rights and obligations of Non-Settling Insurers shall be unaffected by this Article VI and shall be governed solely by Article IX.

6.3 CONDITIONS PRECEDENT TO SETTLEMENT PLAN. The Plan shall constitute a Settlement Plan if (i) it has been accepted by holders of Class 3A Claims representing at least two-thirds in amount and more than one-half in number of the voting Class

3A Claims, which holders have indicated on their Ballots that they approve the settlements embodied in Article VI and agree to be bound by the Channeling Injunction set forth in Section 14.4. and (ii) the Confirmation Order provides that the Channeling Injunction is binding upon members of Class 3A who did not vote to accept the Plan.

6.4 6.5 RESERVATION OF RIGHTS. The Debtor reserves the right to compromise other Causes of Action on behalf of itself and the Debtor Releasors against Non-Debtor Catholic Entities ~~the Estate~~ at any time prior to the Effective Date, subject to Bankruptcy Court approval. Notice of any such compromise sought as part of this Plan shall be Filed as a Supplemental Plan Document, and approval of such settlement shall be considered at the Confirmation Hearing or as soon thereafter as is practicable.

ARTICLE VII: MEANS OF IMPLEMENTING THE PLAN

7.1 IMPLEMENTATION OF PLAN. The Debtor proposes that this Plan be implemented and consummated through the means contemplated by §§ 1123(a)(5)(B), (D), (E), (F) and (G) and 1123(b)(2), (b)(3) and (b)(4) of the Bankruptcy Code on and after the Effective Date.

7.2 VESTING OF ASSETS IN THE PLAN TRUST. On the Effective Date, all Plan Trust Assets shall vest in the Plan Trust, and the Debtor shall be deemed for all purposes to have transferred ~~legal and equitable~~ all right, title, and interest of all its Estate in the Plan Trust Assets to the Plan Trust for the benefit of the holders of Claims against ~~its the Debtor's~~ Estate, whether or not such Claims are Allowed Claims as of the Effective Date. On the Effective Date or as soon as practicable thereafter, the Reorganized Debtor shall take all actions reasonably necessary to transfer control of the Plan Trust Assets to the Plan Trust, provided, however, that the Reorganized Debtor shall administer the IBNR Reserves, the Disputed Non-Debtor PIA Funds, the Lay Pension Fund, and the Disputed Restricted Funds, if any, as set forth in Article XV hereof any Plan Trust Assets not subject to Sections 9.2, 10.4, 10.5, 10.6, or 15.4 hereof to the Plan Trust. Upon the transfer of control of Plan Trust Assets in accordance with this Section 7.2, the foregoing sentence, the Reorganized Debtor shall have no further interest in or with respect to such Plan Trust Assets. From and after the Effective Date, with respect to the Designated Insurance Policies and the IBNR Reserves, the Reorganized Debtor shall perform the duties set forth in Sections 9.2 and 15.4, respectively; and upon completion of its duties under Sections 9.2 or 15.4, as applicable, the Reorganized Debtor shall have no further interest in or with respect to the Designated Insurance Policies or the IBNR Reserves, respectively. If this Plan is confirmed as a CDOW-Only Plan, then (i) from and after the Effective Date, the Reorganized Debtor shall manage the Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, and the Lay Pension Fund as set forth in Sections 10.4, 10.5, and 10.6, respectively; and (ii) upon completion of its duties under Sections 10.4, 10.5, or 10.6, as applicable, the Reorganized Debtor shall have no further interest in or with respect to the Plan Trust Assets or the Plan Trust Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, or the Lay Pension Fund, respectively.

7.3 ASSUMPTION OF PLAN OBLIGATIONS AND PERSONAL INJURY TORT LIABILITY SURVIVOR CLAIMS. On the Effective Date, all of the

Debtor's rights and obligations with respect to each and every Secured Claim, Administrative Claim, Priority Tax Claim, and Priority Claim, and all other rights and obligations of the Debtor under this Plan, shall be assigned to and assumed by the Plan Trust, provided that if this Plan is confirmed as a CDOW-Only Plan, the Reorganized Debtor shall have standing, and shall retain the right, to object to any such Claims~~Claim~~. In addition, on the Effective Date the Plan Trust shall assume liability for all Personal Injury Tort~~Survivor~~ Claims against the Debtor and the Third Party Releasees in accordance with Sections 5.2 and 14.3-14.4, provided, however, that such assumption of liability by the Plan Trust shall not relieve the Debtor, the Reorganized Debtor, any Non-Debtor Catholic Entity, or any Non-Settling Insurer of any obligation arising under any Designated Insurance Policy.

7.4 TREATMENT OF THE TRANSFER OF PLAN TRUST ASSETS.

For federal income tax purposes, all parties (including the Debtor, the Plan Trust, and the holders of Claims) shall treat the transfer of the Plan Trust Assets to the Plan Trust in accordance with the terms of this Plan as a transfer to the holders of the Claims that have a beneficial interest in the Plan Trust, with the holders of Claims receiving an undivided interest in the Plan Trust Assets attributable to the Debtor with respect to which their Claim relates, followed by a transfer of the Plan Trust Assets by such holders to the Plan Trust, and the beneficiaries of the Plan Trust shall be treated as the grantors and owners of such beneficiaries' respective portion of the Plan Trust.

ARTICLE VIII: THE PLAN TRUST

8.1 FORMATION OF THE PLAN TRUST. On or prior to the Effective Date, the Plan Trust shall be formed. The holders of Claims shall be the sole beneficiaries of the Plan Trust.

8.2 PLAN TRUST AGREEMENT. The Debtor will~~shall~~ File the proposed Plan Trust Agreement with the Bankruptcy Court as a Supplemental Plan Document. The Plan Trust Agreement shall contain provisions customary to trust agreements utilized in comparable circumstances, including, but not limited to, any and all provisions necessary to govern the rights, powers, obligations and appointment and removal of the Plan Trustee and to ensure the treatment of the Plan Trust as a "liquidating trust" for federal income tax purposes within the meaning of Treasury Regulation 301.7701-4(d).

8.3 APPOINTMENT OF THE PLAN TRUSTEE. After consultation with the Official Committees, the Debtor shall nominate a Plan Trustee, who shall be identified in the Plan Trust Agreement Filed in accordance with Section 8.2. The Plan Trustee shall be appointed by the Bankruptcy Court in the Confirmation Order and shall commence serving as the Plan Trustee on the Effective Date; provided, however, that the Person appointed as Plan Trustee shall be permitted to act in accordance with the terms of the Plan Trust Agreement from such earlier date as authorized by the Debtor, in consultation with the Official Committees, through the Effective Date and shall be entitled to seek compensation in accordance with the terms of the Plan Trust Agreement and this Plan.

8.4 TERM AND COMPENSATION OF THE PLAN TRUSTEE

(a) The Plan Trustee shall initially be compensated as set forth in the Plan Trust Agreement and shall not be required to File a Fee Application to receive compensation.

(b) The term of the Plan Trustee, and procedures and causes for removal or replacement of the Plan Trustee, and the appointment of a successor trustee, shall be as set forth in the Plan Trust Agreement.

8.5 RIGHTS AND RESPONSIBILITIES OF THE PLAN TRUSTEE

(a) The Plan Trustee shall be deemed the Estate's representative in accordance with § 1123 of the Bankruptcy Code and shall have all powers, authority and responsibilities specified in this Plan and the Plan Trust Agreement, including, without limitation, the powers of a trustee under §§ 704, 108 and 1106 of the Bankruptcy Code and Rule 2004 of the Bankruptcy Rules (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting Claims, defenses, offsets and privileges), to the extent not inconsistent with the status of the Plan Trust as a "liquidating trust" for federal income tax purposes within the meaning of Treasury Regulation 301.7701-4(d).

(b) The Plan Trustee shall be vested with the rights, powers and benefits set forth in the Plan Trust Agreement. Acts by the Plan Trustee will require consultation with the Plan Oversight Committee in accordance with, and only to the extent set forth in, the Plan Trust Agreement. If there is any inconsistency or ambiguity between this Plan and Confirmation Order or the Plan Trust Agreement in respect of the Plan Oversight Committee's role in the Plan Trustee's authority to act, the provisions of the Plan Trust Agreement shall control.

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

(d) The Plan Trustee, in its reasonable business judgment and in an expeditious but orderly manner, shall liquidate and convert to Cash the Plan Trust Assets, make timely distributions and not unduly prolong the duration of the Plan Trust. The liquidation of the Plan Trust Assets may be accomplished either through the sale of Plan Trust Assets (in whole or in combination), including the sale of Causes of Action, or through prosecution or settlement of any Causes of Action, or otherwise.

(e) The Plan Trustee shall be expressly authorized to do the following:

(1) prosecute, collect, compromise and settle any CausesCause of Action that is a Plan Trust Asset for less than \$50,000 in accordance herewith and without further approval of or application to the Bankruptcy Court or the Plan Oversight Committee;

(2) File, prosecute, compromise and settle objections to Claims up to \$50,000 (in the case of a S/A/P Claim) or \$100,000 (in the case of an Unsecured Claim) without further approval of or application to the Bankruptcy Court or the Plan Oversight Committee;

(3) open and maintain bank accounts in the name of the Plan Trust, draw checks and drafts thereon on the sole signature of the Plan Trustee, and terminate such accounts as the Plan Trustee deems appropriate;

(4) sell or liquidate any Plan Trust Asset for less than \$50,000, without further approval of or application to the Bankruptcy Court or the Plan Oversight Committee;

(5) execute any documents, File any pleadings, and take any other actions related to, or in connection with, the liquidation of the Plan Trust Assets and the exercise of the Plan Trustee's powers granted herein, including the exercise of the Debtors' or the Creditors Committee's respective rights to conduct discovery and oral examination of any party under Rule 2004 of the Federal Rules of Bankruptcy Procedure;

(6) hold legal title to any and all rights of the beneficiaries in or arising from the Plan Trust Assets, including the right to vote any Claim or ~~Interest~~interest in an unrelated case under the Bankruptcy Code and to receive any distribution thereon;

(7) protect and enforce the rights to the Plan Trust Assets by any method it deems appropriate, including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(8) deliver distributions as may be authorized by this Plan;

(9) File, if necessary, any and all tax returns with respect to the Plan Trust; pay taxes, if any, properly payable by the Plan Trust; and make distributions to the beneficiaries net of such taxes in accordance with the requirements hereof;

(10) make all necessary filings in accordance with any applicable law, statute or regulation;

(11) determine and satisfy any and all liabilities created, incurred or assumed by the Plan Trust;

(12) invest moneys received by the Plan Trust or otherwise held by the Plan Trust in accordance with Section 8.6 of this Plan;

(13) in the event that the Plan Trustee determines that the beneficiaries or the Plan Trust may, will or have become subject to adverse tax

consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences;

(14) utilize the Plan Trust Assets to purchase or create and carry all appropriate insurance policies and pay all insurance premiums and costs necessary or advisable to insure the acts and omissions of the Plan Trustee;

(15) obtain unsecured or secured credit to fund Plan Trust administration, litigation or for any other purpose consistent with the Plan Trust Agreement;

(16) create one or more entities for the purpose of holding or managing Plan Trust Assets, or in connection with the sale or other disposition thereof, or for any other purpose consistent with this Plan, Confirmation Order, and Plan Trust Agreement;

(17) prepare and File post-Effective Date quarterly reports in conformance with the U.S. Trustee guidelines and prepare and report telephonically, and if requested by the Plan Oversight Committee, in writing or in person, a quarterly report of the status of the process of winding down the Estate.

(f) The Plan Trustee may request an expedited determination of taxes of the Plan Trust under § 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Plan Trust for all taxable periods through the dissolution of the Plan Trust.

(g) As soon as practicable after the Effective Date, the Plan Trustee shall establish—(i) the Plan Administration Expense Reserve, (ii) the ~~General Claims Payment Account~~, and (iii) the ~~Personal Injury Tort Claims Payment Account~~.

8.6 INVESTMENT POWERS; PERMITTED CASH EXPENDITURES.

All funds held by the Plan Trustee 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 Plan Trust Agreement; provided, however, that the right and power of the Plan Trustee to invest Plan Trust Assets, the proceeds thereof, or any income earned by the Plan Trust, shall be limited to the right and power that a liquidating trust is permitted to exercise pursuant to the treasury Regulations, any amended Treasury Regulations, or as set forth in IRS rulings, notices, or other IRS pronouncements. The Plan Trustee may expend the Cash of the Plan Trust (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Assets of the Plan Trust during liquidation, (ii) to pay reasonable administrative expenses (including, but not limited to, any taxes imposed on the Plan Trust and any professionals' fees) and (iii) to satisfy other liabilities incurred by the Plan Trust in accordance with this Plan or the Plan Trust Agreement.

8.7 REPORTING DUTIES

(a) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Plan Trustee of a private letter ruling if the Plan Trustee so requests one, or the receipt of an adverse

determination by the IRS upon audit if not contested by the Plan Trustee), the Plan Trustee shall file returns for the Plan Trust as a grantor trust pursuant to Treasury Regulations § 1.671-4(a). The Plan Trustee shall also send to each holder of a beneficial interest in the Plan Trust an annual statement setting forth the holder's share of items of income, gain, loss, deduction or credit and provide to all such holders information for reporting such items on their federal income tax returns, as appropriate. The Plan Trustee shall file (or cause to be filed) any other statements, returns or disclosures relating to the Plan Trust that are required by any governmental unit.

(b) Allocations of Plan Trust taxable income shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (without regard to any restrictions on distributions described herein) if, immediately prior to such deemed distribution, the Plan Trust had distributed all of its other Assets (valued for this purpose at their tax book value) to the holders of the beneficial interests in the Plan Trust (treating any holder of a Disputed Claim, for this purpose, as a current holder of a beneficial interest in the Plan Trust entitled to distributions), taking into account all prior and concurrent distributions from the Plan Trust (including all distributions held in reserve pending the resolution of Disputed Claims). Similarly, taxable loss of the Plan Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Plan Trust Assets. For this purpose, the tax book value of the Plan Trust Assets shall equal their fair market value on the Effective Date or, if later, the date such Assets were acquired by the Plan Trust, adjusted in either case in accordance with tax accounting principles prescribed by the IRC, the regulations and other applicable administrative and judicial authorities and pronouncements.

(c) The Plan Trustee shall file (or cause to be filed) any other statements, returns or disclosures relating to the Plan Trust that are required by any governmental unit.

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

8.9 NON-TRANSFERABILITY OF INTERESTS. Upon issuance thereof, interests in the Plan Trust shall be non-transferable, except with respect to a transfer by will or under the laws of descent and distribution. Any such transfer, however, shall not be effective until and unless the Plan Trustee receives written notice of such transfer.

8.10 TERMINATION. The Plan Trust shall terminate after its liquidation, administration and distribution of the Plan Trust Assets in accordance with this Plan and its full performance of all other duties and functions set forth herein or in the Plan Trust Agreement. The Plan Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date; provided, however, that, within a period of six (6) months prior to such termination date or any extended termination date, the Plan Trustee, with the consent of the Plan Oversight Committee or by Order of the Bankruptcy Court, may extend the term of the Plan Trust if it is necessary to facilitate or complete the liquidation of the Plan Trust Assets administered by the Plan Trust;

provided further, however, that the aggregate of all such extensions shall not exceed three (3) years, unless the Plan Trustee receives a favorable ruling from the IRS that any further extension would not adversely affect the status of the Plan Trust as a “liquidating trust” for federal income tax purposes within the meaning of Treasury Regulations § 301.7701-4(d).

8.11 PURPOSE OF THE PLAN TRUST. The Plan Trust shall be established for the sole purpose of liquidating and distributing the Plan Trust Assets in accordance with Treasury Regulations § 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Subject to definitive guidance from the IRS, all parties shall treat the Plan Trust as a liquidating trust for all federal income tax purposes. The Plan Trust shall not be deemed to be the same legal entity as the Debtor, but only the assignee of certain assets and liabilities of the Debtor and a representative of the Estate for delineated purposes within the meaning of § 1123(b)(3) of the Bankruptcy Code. Neither the Plan Trust nor any portion thereof, nor any reserve, account or fund established by this Plan shall be treated as a “disputed ownership fund” within the meaning of Treasury Regulation § 1.468B-9(b)(1).

8.12 PLAN OVERSIGHT COMMITTEE

(a) Appointment. The Plan Oversight Committee shall be deemed appointed on the Effective Date and as soon as practicable thereafter shall adopt bylaws to govern the actions of the Plan Oversight Committee.

(b) Membership.

(1) Provision Applicable to CDOW-Only Plan. ~~If this Plan is confirmed as a CDOW-Only Plan, the Plan Oversight Committee shall consist of two (2) members of the Creditors Committee, two (2) members of the Lay Employees Committee, and one (1) Non-Debtor Pooled Investor, all to be chosen by the Bankruptcy Court at the Confirmation Hearing from those Persons who File a notice of willingness to serve on the Plan Oversight Committee within fifteen (15) days prior to the Confirmation Hearing (the “Committee Application Deadline”).~~ In the event that fewer than two (2) members of the Creditors Committee File a notice of willingness to serve on the Plan Oversight Committee before the Committee Application Deadline, then the Creditors Committee will choose from among the holders of ~~Personal Injury Tort Survivor~~ Claims to fill any vacancy until two (2) members have been designated. In the event that fewer than two (2) members of the Lay Employees Committee File a notice of willingness to serve on the Plan Oversight Committee before the Committee Application Deadline, then the Lay Employees Committee will choose from among the individual holders of Lay Pension Claims to fill any vacancy until two (2) members have been designated. Unless and until such vacancy is filled, the Plan Oversight Committee shall function with such reduced membership. In the event of the resignation, removal, death, or incapacity of a holder of a ~~Personal Injury Tort Survivor~~ Claim from the Plan Oversight Committee, the remaining holder of a ~~Personal Injury Tort Survivor~~ Claim may, but need not, designate a successor from among the Holders of ~~Personal Injury Tort Survivor~~ Claims. In the event of the resignation, removal, death, or incapacity of a holder of a Lay Pension Claim

from the Plan Oversight Committee, the remaining holder of a Lay Pension Claim may, but need not, designate a successor from among the individual Holders of Lay Pension Claims. Unless and until such vacancy is filled, the Plan Oversight Committee shall function with such reduced membership.

(2) Provision Applicable to Settlement Plan. If this Plan is confirmed as a Settlement Plan, the Plan Oversight Committee shall consist of five (5) members of the Creditors Committee, all to be chosen by the Bankruptcy Court at the Confirmation Hearing from those Persons who File a notice of willingness to serve on the Plan Oversight Committee by the Committee Application Deadline. In the event that fewer than five (5) members of the Creditors Committee File a notice of willingness to serve on the Plan Oversight Committee before the Committee Application Deadline, then the Creditors Committee will choose from among the holders of Survivor Claims to fill any vacancy until five (5) members have been designated. Unless and until such vacancy is filled, the Plan Oversight Committee shall function with such reduced membership. In the event of the resignation, removal, death, or incapacity of a holder of a Survivor Claim from the Plan Oversight Committee, the remaining members of the Plan Oversight Committee may, but need not, designate a successor from among the Holders of Survivor Claims. Unless and until such vacancy is filled, the Plan Oversight Committee shall function with such reduced membership.

(c) Fiduciary Duties. The fiduciary duties that applied to the Official Committees prior to the Effective Date shall apply to the Plan Oversight Committee. The duties and powers of the Plan Oversight Committee shall terminate upon the termination of the Plan Trust.

(d) Rights and Duties. The Plan Oversight Committee's role shall be to advise and consult with the Plan Trustee as more particularly set forth in the Plan Trust Agreement. The Plan Oversight Committee shall have the rights and duties set forth in the Plan Trust Agreement.

(e) No Compensation. Except for the reimbursement of reasonable actual costs and expenses incurred in connection with their duties as members of the Plan Oversight Committee, the members of the Plan Oversight Committee shall serve without compensation. Reasonable expenses incurred by members of the Plan Oversight Committee may be paid by the Plan Trust without need for approval of the Bankruptcy Court.

8.13 LIABILITY, INDEMNIFICATION. Neither the Plan Trustee, the Plan Oversight Committee, their respective members, designees or professionals, or any duly designated agent or representative of the Plan Trustee or the Plan Oversight Committee, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent or representative of such Plan Trustee or Plan Oversight Committee, nor shall such Plan Trustee, or any member of the Plan Oversight Committee, be liable for any act or omission taken or omitted to be taken in its capacity as Plan Trustee, or as a member of the Plan Oversight

Committee, respectively, other than for specific acts or omissions resulting from such Plan Trustee's or such member's willful misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty. The Plan Trustee or the Plan Oversight Committee 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, regardless of whether such advice or opinions are provided in writing. Notwithstanding such authority, neither the Plan Trustee or the Plan Oversight Committee shall be under any obligation to consult with its attorneys, accountants, financial advisors or agents, and their determination not to do so shall not result in the imposition of liability on the Plan Trustee or Plan Oversight Committee or their respective members and/or designees, unless such determination is based on willful misconduct, gross negligence, or fraud. The Plan Trust shall indemnify and hold harmless the Plan Trustee and Plan Oversight Committee and its members, designees and professionals, and all duly designated agents and representatives thereof (in their capacity as such), from and against and in respect of all liabilities, losses, damages, claims, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and related expenses) which such parties may incur or to which such parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against such parties arising out of or due to their acts or omissions, or consequences of such acts or omissions, with respect to the implementation or administration of the Plan Trust or this Plan or the discharge of their duties hereunder; provided, however, that no such indemnification will be made to such Persons for actions or omissions as a result of willful misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty.

8.14 RETENTION OF PROFESSIONALS

(a) Plan Trust Professionals. The Plan Trust may retain professionals, including but not limited to, counsel, accountants, financial advisors, auditors and other agents on behalf of the Plan Trust as necessary or desirable to carry out the obligations of the Plan Trustee hereunder and under the Plan Trust Agreement. More specifically, provided such representation is permitted by applicable law, the Plan Trust may retain counsel or financial advisors in any matter related to administration of this Plan, including counsel that has acted as counsel for the Debtor, the Creditors Committee, or the Lay Employees Committee in the Chapter 11 Case.

(b) Plan Oversight Committee Professionals. The Plan Oversight Committee shall have the right to retain counsel of its choice in the event of a dispute or conflict with the Plan Trustee or for other purposes set forth in the Plan Trust Agreement and the reasonable fees and expenses of such counsel shall constitute Plan Administration Expenses payable by the Plan Trust.

8.15 PRESERVATION OF ALL CAUSES OF ACTION. Except as otherwise provided in this Plan, the Confirmation Order or other Order of the Bankruptcy Court, or in any contract, instrument, release or agreement entered into in connection with this Plan, in accordance with § 1123(b) of the Bankruptcy Code, the Plan Trust shall be vested with, retain, and may exclusively enforce and prosecute any Claims or Causes of Action that the Debtor, the Estate, the Creditors Committee, the Lay Employees Committee or the Plan Trust may have

against any Person. The Plan Trustee may pursue such retained Claims or Causes of Action in accordance with the best interests of the Creditors, the Estate, and/or the Plan Trust.

8.16 SUCCESSION TO LITIGATION. On the Effective Date, and subject fully to Article VI hereof (if this Plan is confirmed as a Settlement Plan), the Plan Trust shall succeed (i) to the interests of the Creditors Committee in any contested matter or adversary proceeding commenced by the Creditors Committee, including any appeal therefrom, which is pending as of the Effective Date, including the PIA Litigation; and (ii) to the interests of the Debtor in any contested matter, adversary proceeding, or nonbankruptcy litigation against the Debtor, including any appeal therefrom, which is pending as of the Effective Date, other than the PIA Litigation and the Estimation Motions. The Reorganized Debtor shall succeed to the interests of the Debtor in the PIA Litigation.

ARTICLE IX: INSURANCE POLICIES

9.1 CONTINUATION OF INSURANCE POLICIES SUBJECT TO §

~~365. To~~On the extent that any or all Effective Date, each of the insurance policies Insurance Policies to be set forth in a Supplemental Plan Document (the “Designated Insurance Policies”) shall, as applicable, either be deemed assumed and assigned to the Reorganized Debtor pursuant to § 365 and § 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Insurance Policy is or was an Executory Contract of the Debtor, or continued in accordance with its terms pursuant to § 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Insurance Policy is not an Executory Contract of the Debtor, such that each of the parties’ contractual, legal, and equitable rights under each such Designated Insurance Policy shall remain unaltered. To the extent that any or all of the Designated Insurance Policies are considered to be Executory Contracts, then notwithstanding anything contained in this Plan to the contrary, this Plan shall constitute a motion to assume the Designated Insurance Policies in connection with this Plan and to assign them to the Plan TrustReorganized Debtor. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption and assignment pursuant to § 365 and/or § 1123(a)(5) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtor, the Estate, and all parties in interest in the Chapter 11 Case. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtor existing as of the Confirmation Date with respect to each any Designated Insurance Policy. To the extent that the Bankruptcy Court determines otherwise with respect to any Designated Insurance Policy, the Debtor reserves the right to seek rejection of such insurance policy Insurance Policy or other available relief prior to the Effective Date. This Plan shall not affect contracts any Insurance Policies that have been assumed and assigned, or sold, pursuant to §§ 365 and/or 363 of the Bankruptcy Code by Order of the Bankruptcy Court prior to the Confirmation Effective Date.

POLICIES NOT SUBJECT TO § 365 INSURANCE PROCEEDS. For

~~the avoidance of doubt, all rights under any Designated Insurance Policy that is not considered to be an Executory Contract, and all rights under any other insurance policies under which the Debtor may be beneficiaries (including the rights to make, amend, prosecute, and benefit from~~

~~claims) shall be preserved and shall vest in the Plan Trust pursuant to Sections 7.2, 8.5 and 9.1 hereof and § 1123(a)(5)(B) of the Bankruptcy Code~~

Whether the Designated Insurance Policies are assumed and assigned to the Reorganized Debtor or continued in accordance with their terms, the Estate's rights to any proceeds of such Designated Insurance Policies shall vest in the Plan Trust pursuant to §§ 541(c)(1) and 1123(a)(5)(B) of the Bankruptcy Code. From and after the Effective Date, the Reorganized Debtor shall cooperate reasonably with the Plan Trust to maximize the proceeds of the Designated Insurance Policies (including, upon reasonable request by the Plan Trust, by commencing and prosecuting one or more Insurance Actions with respect to the Designated Insurance Policies), and the reasonable expenses of the Reorganized Debtor, including professional fees, in so doing shall constitute Plan Administration Expenses payable from the Plan Administration Expense Reserve.

9.3 INSURANCE NEUTRALITY. Nothing Except as otherwise provided in this Article IX, or in Sections 6.2(b) and (e) with respect to Settling Insurers, or in any document executed by a Settling Insurer in accordance with Section 6.2(g), nothing in this Plan, any exhibit to this Plan, any Supplemental Plan Document, or any Order confirming this Plan, any Confirmation Order, or any other order of the Bankruptcy Court to the contrary (including, without limitation, any other provision that purports to be preemptory or supervening or grants a release): (a) shall affect, impair or prejudice the rights and defenses of any Insurer, the Debtor, the Reorganized Debtor, the Plan Trust, or any other insureds under any Insurance Policy in any manner; (b) shall in any way operate to, or have the effect of, impairing in any respect the or having any *res judicata*, collateral estoppel, or other preclusive effect on any party's legal, equitable, or contractual rights and defenses, if any, of Insurers under their respective insurance policies or obligations under any Designated Insurance Policy in any respect; or (c) shall otherwise determine the applicability or non-applicability of any provision of any Insurance Policy and any such rights and obligations shall be determined under the Insurance Policy and applicable non-bankruptcy law. Additionally, any Insurance Action against any Insurer related to any Insurance Policy shall be brought in a court of competent jurisdiction other than the Bankruptcy Court; provided, however, that nothing herein waives any right of the Plan Trust, the Debtor, the Reorganized Debtor, or any Insurer to require arbitration to the extent the relevant Insurance Policy provides for such.

9.4 ADDITIONAL PROTECTIONS.

(a) Use of this Article. To the extent it becomes necessary to enforce the terms of this Article IX in any Insurance Action related to any Insurance Policy, the party seeking to enforce this article may submit the terms of this Article IX to the judge presiding over such Insurance Action, and the parties to the Insurance Action shall stipulate and agree that this Article IX is binding upon them and was approved by the Bankruptcy Court in the Confirmation Order.

(b) Effect of this Article Generally. Except as otherwise provided in this Article IX, or in Sections 6.2(b) and (e) with respect to Settling Insurers, or in any document executed by a Settling Insurer in accordance with Section 6.2(g), with respect to and for purposes of construing and applying any Insurance Policy to resolve any

Insurance Action, nothing in this Plan, the Supplemental Plan Documents, the Confirmation Order, or any other judgment, order, finding of fact, conclusion of law, determination, ruling or statement (written or oral) made or entered by the Bankruptcy Court or by any other court exercising jurisdiction over the Chapter 11 Case or any matter arising in or relating to the Chapter 11 Case, including, without limitation, any judgment, order, writ, or opinion entered on appeal from any of the foregoing, shall constitute an adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination; or evidence or suggestion of any such determination, establishing or relating to the liability (in the aggregate or otherwise) or coverage obligation of any Insurer for any Claim(s).

(c) Effect of this Article on Exculpation, Release, Injunction and Discharge Provisions. Except as otherwise provided in Sections 6.2(b) and (e) with respect to Settling Insurers, or in any document executed by a Settling Insurer in accordance with Section 6.2(g), notwithstanding anything to the contrary in this Plan or the Confirmation Order, no exculpation, release, injunction, or discharge provisions in this Plan or the Confirmation Order shall affect or limit the rights or obligations of, or protections afforded, the Debtor, the Reorganized Debtor, the Plan Trust, or any Insurer under this Article IX in regards to any Insurance Action arising under any Insurance Policy.

ARTICLE X: **THE POOLED INVESTMENT ACCOUNT**

10.1 CONTINUATION OF PIA CUSTODY AGREEMENT AND INVESTMENT MANAGEMENT AGREEMENTS. To the extent that the PIA Custody Agreement ~~is and the Investment Management Agreements are~~ considered to be an Executory Contract~~Contracts~~, then notwithstanding anything contained in this Plan to the contrary, this Plan shall constitute a motion to assume the PIA Custody Agreement ~~and the Investment Management Agreements~~ in connection with this Plan and to assign ~~it them~~ to the Reorganized Debtor pursuant to §§ 365 and § 1123(a)(5)(A) of the Bankruptcy Code. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption and assignment pursuant to §§ 365(a) and 1123(a)(5)(A) of the Bankruptcy Code and a finding by the Bankruptcy Court that such assumption is in the best interests of the Debtor, the Estate, and all parties in interest in the Chapter 11 Case. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtor existing as of the Confirmation Date with respect to the PIA Custody Agreement. To the extent that the Bankruptcy Court determines otherwise with respect to the PIA Custody Agreement, ~~the or the~~ ~~Investment Management Agreements~~. The Debtor reserves the right to seek rejection of the PIA Custody Agreement ~~such agreement~~ or other available relief ~~prior to the Effective Date~~. To the extent the PIA Custody Agreement ~~is and the Investment Management Agreements are~~ not considered to be an Executory Contract~~Contracts~~, all rights thereunder shall be preserved and shall vest in the Reorganized Debtor pursuant to Section 15.1 hereof and § 1123(a)(5)(A) of the Bankruptcy Code. Subject fully to Sections 10.2-10.9 below, on and after the Effective Date, the Reorganized Debtor shall manage the Pooled Investment Account in accordance with the PIA Custody Agreement for its own benefit and for the benefit of the Plan Trust, the Reorganized

~~Debtor, the Lay Pension Plan, and the Non-Debtor Pooled Investors, as their respective interests may lie, subject to further Order of the Bankruptcy Court.~~

10.2 CONTINUATION OF TRUST RELATIONSHIPS. The Reorganized Debtor shall succeed to, and assume, all rights, responsibilities, and duties of the Debtor as trustee for the benefit of the Non-Debtor Pooled Investors under applicable bankruptcy law.

10.3 RIGHTS OF CUSTODIAN AND INVESTMENT MANAGERS. ~~For the avoidance of doubt, nothing in this Plan is intended, nor shall it be construed, to recognize or impose any duty on the part of the Custodian or any Investment Managers (i) to any person other than the Debtor (if before the Effective Date) or the Reorganized Debtor (on and after the Effective Date), or (ii) beyond the duties imposed by the PIA Custody Agreement and Investment Management Agreements, as applicable. Notwithstanding anything to the contrary in this Plan, the Custodian and Investment Managers shall have no liability, or otherwise be in violation of this Plan, for acting in accordance with the PIA Custody Agreement and Investment Management Agreements, as applicable, including, without limitation, by processing any withdrawal requests made transactions initiated by the Debtor (if before the Effective Date) or the Reorganized Debtor (on and after the Effective Date) that are permitted by the PIA Custody Agreement and Investment Management Agreements, as applicable. The Custodian and the Investment Managers shall be authorized to exercise its their rights and perform its their obligations under the PIA Custody Agreement and the Investment Management Agreements, as applicable, in the ordinary course in accordance with prepetition practices without further Order of the Bankruptcy Court. Without limiting the generality of the foregoing, the Custodian and the Investment Managers shall be authorized to surcharge the Pooled Investment Account as authorized in the PIA Custody Agreement and the Investment Management Agreements, as applicable (including, without limitation, for reimbursements and offsets for fees and expenses, and overdrafts), without application to the Bankruptcy Court or notice to any party (except as otherwise provided in the PIA Custody Agreement or the Investment Management Agreements, as applicable).~~

10.4 NON-DEBTOR PIA DISPUTE ESCROW. ~~This Section 10.4 shall apply only if this Plan is confirmed as a CDOW-Only Plan. The Confirmation Order shall (i) identify all Disputed Non-Debtor PIA Funds as of the Confirmation Date and (ii) provide that, notwithstanding anything to the contrary in the PIA Custody Agreement, such Disputed Non-Debtor PIA Funds shall be deemed to be held *in custodia legis* pending entry of a Final Order determining whether such funds Disputed Non-Debtor PIA Funds constitute Unrestricted Assets of the Estate. While *in custodia legis*, the Disputed Non-Debtor PIA Funds (i) shall not be subject to attachment, encumbrance, or forfeiture by any means without prior Order of the Bankruptcy Court, and (ii) shall be managed by the Reorganized Debtor in accordance with the PIA Custody Agreement and the Investment Management Agreements, in consultation with the Plan Trustee and the Non-Debtor Pooled Investors, for the benefit of the Plan Trust and the Non-Debtor Pooled Investors, as their respective interests in the Disputed Non-Debtor PIA Funds may lie. The Bankruptcy Court shall have exclusive jurisdiction to resolve any disputes between the Reorganized Debtor, the Plan Trustee, and the Non-Debtor Pooled Investors regarding the management of Disputed Non-Debtor PIA Funds pursuant to this Section 10.4.~~

(a) Interim Distribution on PIA Investment Claims. As soon as practicable upon request by a Non-Debtor Pooled Investor after entry of an Order estimating for distribution purposes the aggregate amount of Allowed Personal Injury Tort Claims, the Reorganized Debtor and the Plan Trustee shall jointly direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, to such Non-Debtor Pooled Investor the Pro Rata share of Disputed Non-Debtor PIA Fund(s) it would receive on account of its Allowed PIA Investment Claim if the Disputed Non-Debtor PIA Fund(s) were determined by a Final Order to have been Unrestricted Assets of the Debtor's Estate. Interim distributions made pursuant to this Section 10.4(a) shall be final and indefeasible, and shall not be subject to reduction or disgorgement for any reason.

(a) (b) Other Interim Distributions on PIA Investment Claims. Distributions from the Disputed Non-Debtor PIA Funds other than as provided in Section 10.4(a) ~~will~~shall be subject to further Order of the Bankruptcy Court.

(b) (e) Disposition upon Resolution of Dispute. As soon as practicable upon request by the Plan Trustee after entry of a Final Order determining any Disputed Non-Debtor PIA Fund to be an Unrestricted Asset of the Estate, the Reorganized Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, such Disputed Non-Debtor PIA Fund to the Plan Trust on behalf of the Debtor. Upon entry of a Final Order determining any Disputed Non-Debtor PIA Fund not to be an Unrestricted Asset of the Estate, the Reorganized Debtor shall be authorized to process withdrawal requests from the applicable Non-Debtor Pooled Investor without further Order of the Bankruptcy Court.

10.5 RESTRICTED FUND DISPUTE ESCROW. This Section 10.5 shall apply only if this Plan is confirmed as a CDOW-Only Plan. The Confirmation Order shall (i) identify all Disputed Restricted PIA Funds as of the Confirmation Date and (ii) provide that, notwithstanding anything to the contrary in the PIA Custody Agreement, such Disputed Restricted PIA Funds shall be deemed to be held *in custodia legis* pending entry of a Final Order determining whether such funds constitute Unrestricted Assets of the Estate. While in custodia legis, the Disputed Non-Debtor PIA Funds (i) shall not be subject to attachment, encumbrance, or forfeiture by any means without prior Order of the Bankruptcy Court, and (ii) shall be managed by the Reorganized Debtor in accordance with the PIA Custody Agreement and the Investment Management Agreements, in consultation with the Plan Trustee, for the benefit of the Reorganized Debtor and the Plan Trust, as their respective interests in the Disputed Restricted PIA Funds may lie. The Bankruptcy Court shall have exclusive jurisdiction to resolve any disputes between the Reorganized Debtor and the Plan Trustee regarding the management of Disputed Restricted PIA Funds pursuant to this Section 10.5.

(a) Permitted Withdrawals. The Reorganized Debtor shall be permitted to use Disputed Restricted PIA Funds in the ordinary course in accordance with applicable nonbankruptcy law that governs the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust, without further order of the Bankruptcy Court; provided, however, that the total value of each Disputed Restricted PIA Fund so utilized in each 12-month period from and after the

Effective Date shall not exceed 5.5% of the total value of such Disputed Restricted PIA Fund on the last day of the last full month prior to the beginning of such period, without further Order of the Bankruptcy Court; and provided further, however, that the Reorganized Debtor shall provide the Plan Trustee monthly reports including the amount and purpose of any uses of Disputed Restricted PIA Funds.

(b) Disposition upon Resolution of Dispute. Upon entry of a Final Order determining any Disputed Restricted PIA Fund to be an Unrestricted Asset of the Estate, the Reorganized Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, such Disputed Restricted PIA Fund to the Plan Trust on behalf of the Debtor. Upon entry of a Final Order determining any Disputed Restricted PIA Fund to be a Restricted Asset, the Reorganized Debtor shall be authorized to use such Disputed Restricted PIA Fund, without further notice to any Person or Order of the Bankruptcy Court, in accordance with applicable nonbankruptcy law that governs the transfer of property by a corporation or trust that is not a moneyed, business, or commercial or trust.

10.6 LAY PENSION DISPUTE ESCROW. This Section 10.6 shall apply only if this Plan is confirmed as a CDOW-Only Plan.

(a) Treatment Pending Resolution of Dispute. The Confirmation Order shall provide that, notwithstanding anything to the contrary in the PIA Custody Agreement, the Lay Pension Fund shall be deemed to be held *in custodia legis* subject to the provisions of this Section 10.6. While in custodia legis, the Lay Pension Fund (i) shall not be subject to attachment, encumbrance, or forfeiture by any means without prior Order of the Bankruptcy Court, and (ii) shall be managed by the Reorganized Debtor in accordance with the PIA Custody Agreement and the Investment Management Agreements, in consultation with the Plan Trustee and the Lay Employees Committee, for the benefit of the Plan Trust and the Lay Pension Plan, as their respective interests in the Lay Pension Fund may lie. The Bankruptcy Court shall have exclusive jurisdiction to resolve any disputes between the Reorganized Debtor, the Plan Trustee, and the Lay Employees Committee regarding the management of Lay Pension Fund pursuant to this Section 10.6.

(a) Time to Commence Lay Pension Litigation. If the Lay Employee Committee shall not have commenced the Lay Pension Litigation within thirty (30) days after the Effective Date, the Reorganized Debtor shall direct the Custodian to liquidate the Lay Pension Fund and contribute it to the Plan Trust on behalf of the Debtor.

(b) Disposition upon Resolution of Dispute. Upon entry of a Final Order determining the Lay Pension Fund to be an Unrestricted Asset of the Estate, the Reorganized Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, such Lay Pension Fund to the Plan Trust on behalf of the Debtor. Upon entry of a Final Order determining the Lay Pension Fund to be held in trust for the benefit of the Lay Pension Plan, or to be a Restricted Asset, the Reorganized Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or

inter-custodial transfer, the Lay Pension Fund to the Lay Pension Plan Trust on behalf of the Debtor.

10.7 USE OF UNDISPUTED RESTRICTED PIA FUNDS. On and after the Effective Date, the Reorganized Debtor shall be entitled to use Undisputed Restricted PIA Funds, without further notice to any Person or Order of the Bankruptcy Court, in accordance with applicable nonbankruptcy law that governs the transfer of property by a corporation or trust that is not a moneyed, business, or commercial or trust.

10.8 FINAL § 345 WAIVER. This Plan shall constitute a renewed motion to waive the deposit requirements of § 345(b) of the Bankruptcy Code in connection with the Pooled Investment Account. Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute (i) a final waiver of the deposit requirements of § 345(b) of the Bankruptcy Code, to the extent applicable, with respect to the Pooled Investment Account, for cause, and (ii) a finding by the Bankruptcy Court that such waiver is in the best interests of the Debtor, the Estate, and all parties in interest in the Chapter 11 Case.

10.9 ACCOUNTING. This Section 10.9 shall apply only if this Plan is confirmed as a CDOW-Only Plan. Until entry of a Final Order determining whether each of the Disputed Non-Debtor PIA Funds, the Lay Pension Fund, and any Disputed Restricted PIA Funds are Unrestricted Assets of the Estate, the Reorganized Debtor shall continue to utilize sub-fund accounting with respect to the Pooled Investment Account so that all post-Effective Date transfers and transactions respecting the Pooled Investment Account shall be adequately and promptly documented in, and readily ascertainable from, the Reorganized Debtor's books and records, to the same extent maintained by the Debtor prior to the commencement of the Chapter 11 Case. Nothing contained herein shall prevent the Reorganized Debtor from establishing any additional sub-fund(s) within the Pooled Investment Account as it may deem necessary and appropriate, and the Custodian is authorized to process the Reorganized Debtor's request to account for transactions with respect to such sub-fund(s).

ARTICLE XI: **PROCEDURES FOR GENERAL CLAIMS ADMINISTRATION**

11.1 RESERVATION OF RIGHTS TO OBJECT TO CLAIMS. Unless a Claim is expressly described as an Allowed Claim pursuant to or under this Plan, or otherwise becomes an Allowed Claim prior to the Effective Date, upon the Effective Date, the Plan Trustee shall be deemed to have a reservation of any and all rights, interests and objections of the Debtor, the Official Committees, or the Estate to any and all Claims and motions or requests for the payment of or on account of Claims, whether administrative expense, priority, secured or unsecured, including without limitation any and all rights, interests and objections to the validity or amount of any and all alleged Administrative Claims, Priority Tax Claims, Priority Claims, Secured Claims, Unsecured Claims, Liens and security interests, whether under the Bankruptcy Code, other applicable law or contract. The Debtor's or Official Committees' failure to object to any Claim in the Chapter 11 Case shall be without prejudice to the Plan Trustee's rights to contest or otherwise defend against such Claim in the Bankruptcy Court when and if such Claim is sought to be enforced by the holder of such Claim.

11.2 OBJECTIONS TO CLAIMS. Prior to the Effective Date, the Debtor shall be responsible for pursuing any objection to the allowance of any Claim. From and after the Effective Date, the Plan Trustee will retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving and making distributions, if any, with respect to all Claims (including, without limitation, those Claims that are subject to objection by the Debtor as of the Effective Date), provided, however, that nothing in this Section 11.2 shall affect the right of any party in interest (including the Reorganized Debtor) to object to any Claim to the extent permitted by the Bankruptcy Code and Bankruptcy Rules. Unless otherwise provided in this Plan or by Order of the Bankruptcy Court, any objections to Claims by the Plan Trustee will be Filed and served not later than one (1) year after the later of (i) the Effective Date or (ii) the date such Claim is Filed, provided that the Plan Trustee may request (and the Bankruptcy Court may grant) extensions of such deadline, or of any Bankruptcy Court approved extensions thereof, by Filing a motion with the Bankruptcy Court without any requirement to provide notice to any Person, based upon a reasonable exercise of the Plan Trustee's business judgment. A motion seeking to extend the deadline to object to any Claim shall not be deemed an amendment to this Plan.

11.3 SERVICE OF OBJECTIONS. An objection to a Claim shall be deemed properly served on the holder of such Claim if the objector effects service by any of the following methods: (i) in accordance with Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (ii) to the extent counsel for such holder is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto; or (iii) by first class mail, postage prepaid, on any counsel that has appeared on the behalf of such holder in the Chapter 11 Case.

11.4 DETERMINATION OF CLAIMS. Except as otherwise agreed by the Debtor or the Plan Trustee, any Claim as to which a Proof of Claim or motion or request for payment was timely Filed in the Chapter 11 Case, or deemed timely Filed by Order of the Bankruptcy Court, may be determined and (so long as such determination has not been stayed, reversed or amended and as to which determination (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was Filed or, if Filed, remains pending) liquidated pursuant to (i) an Order of the Bankruptcy Court, (ii) applicable bankruptcy law, (iii) agreement of the parties without the need for Bankruptcy Court approval, (iv) applicable non-bankruptcy law or (v) the lack of (a) an objection to such Claim, (b) an application to equitably subordinate such Claim and (c) an application to otherwise limit recovery with respect to such Claim, Filed by the Debtor, the Plan Trustee, or any other party in interest on or prior to any applicable deadline for Filing such objection or application with respect to such Claim. Any such Claim so determined and liquidated shall be deemed to be an Allowed Claim for such liquidated amount and shall be satisfied in accordance with this Plan. Nothing contained in this Section 11.4 shall constitute or be deemed a waiver of any Claims, rights, interests or Causes of Action that the Debtor or the Plan Trust may have against any Person in connection with or arising out of any Claim or Claims, including without limitation any rights under 28 U.S.C. § 157.

11.5 NO DISTRIBUTIONS PENDING ALLOWANCE. No payments or distributions will be made with respect to all or any portion of a Disputed Claim unless and until

all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim; provided, however, that in the event that only a portion of such Claim is an Allowed Claim, the Plan Trustee may, in its discretion, make a distribution in accordance with Article XII on account of the portion of such Claim that is an Allowed Claim.

11.6 CLAIM ESTIMATION. In order to effectuate distributions pursuant to this Plan and avoid undue delay in the administration of the Chapter 11 Case, the Debtor (if prior to the Effective Date) and the Plan Trustee (on and after the Effective Date), after notice and a hearing (which notice may be limited to the holder of such Disputed Claim), shall have the right to seek an Order of the Bankruptcy Court or the District Court, pursuant to § 502(c) of the Bankruptcy Code, estimating or limiting the amount of (i) property that must be withheld from or reserved for distribution purposes on account of such Disputed Claim(s), (ii) such Claim for allowance or disallowance purposes, or (iii) such Claim for any other purpose permitted under the Bankruptcy Code; provided, however, that the Bankruptcy Court or the District Court, as applicable, shall determine (i) whether such Claims are subject to estimation pursuant to § 502(c) of the Bankruptcy Code and (ii) the timing and procedures for such estimation proceedings, if any. On such matters being beyond the scope of this Plan. If this Plan is confirmed as a CDOW-Only Plan, then on and after the Effective Date, the Reorganized Debtor shall have the right to continue to prosecute the Estimation Motions, any motion commenced by the Debtor pursuant to this Section 11.6, and the reasonable fees and expenses of the professionals of the Reorganized Debtor in connection therewith shall constitute Plan Administration Expenses payable from the Plan Administration Expense Reserve.

11.7 REPORTS. From the Effective Date until a Final Decree is entered, the Plan Trustee 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 of the Plan Trust as required by the U.S. Trustee guidelines.

ARTICLE XII: DISTRIBUTIONS UNDER THE PLAN

12.1 TIMING OF DISTRIBUTIONS

(a) Distributions on Account of Allowed S/A/P Claims. The Plan Trustee shall pay any Allowed S/A/P Claim against the Debtor in Cash, except as otherwise provided in this Plan, as soon as practicable after the later of (i) the Effective Date, and (ii) the date upon which any such Claim becomes an Allowed Claim.

(b) Interim Distributions on Account of Allowed Unsecured Claims. The Plan Trustee shall be authorized to (i) make annual interim Distributions on account of Allowed Other Unsecured Claims from the General Claims Payment Account Plan Trust, provided that any such distribution is warranted, economical and not unduly burdensome to the Plan Trust, and (ii) have the right to make more frequent interim distributions to holders of Allowed Other Unsecured Claims if the Plan Trustee determines that such interim distributions are warranted, economical and not unduly burdensome to the Plan Trust; provided, however, that any such distribution(s)

shall only be made if (A) the Plan Administration Expense Reserve is fully funded and will remain fully funded after such interim distributions are made; (B) all S/A/P Claims have been paid or reserved; and (C) the Plan TrusteeTrust retains amounts reasonably necessary to meet contingent liabilities, to maintain the value of the Plan Trust Assets during liquidation, and to satisfy other liabilities or expenses incurred by the Plan Trust in accordance with this Plan or the Plan Trust Agreement. This provision shall be interpreted to be consistent with Revenue Procedure 94-45 § 3.10.

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

12.3 DE MINIMIS DISTRIBUTIONS. All De Minimis Distributions will be held by the Plan Trust for the benefit of the holders of Allowed Claims entitled to De Minimis Distributions. When the aggregate amount of De Minimis Distributions held by the Plan Trust for the benefit of a Creditor exceeds \$50.00, the Plan Trust will distribute such De Minimis Distributions to such Creditor. If, at the time that the final distribution under this Plan is to be made, the De Minimis Distributions held by the Plan Trust for the benefit of a Creditor total less than \$50.00, such funds shall not be distributed to such Creditor, but rather, shall constitute Plan Trust Assets to be distributed as otherwise provided in this Plan.

12.4 UNDELIVERABLE DISTRIBUTIONS. If payment or distribution to the holder of an Allowed Claim under this Plan is returned for lack of a current address for the holder or otherwise, the Plan Trustee shall File with the Bankruptcy Court the name, if known, and last known address of the holder and the reason for its inability to make payment. If, after the passage of ninety (90) days, the payment or distribution still cannot be made, the payment or distribution and any further payment or distribution to the holder shall be distributed to the holders of Allowed Claims in the appropriate Class or Classes, and the Allowed Claim shall be deemed satisfied and released, with no recourse to the Plan Trust, the Plan Trustee or the Plan Trust Assets, to the same extent as if payment or distribution had been made to the holder of the Allowed Claim.

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

12.6 NO INTEREST ON CLAIMS. Unless otherwise specifically provided for in this Plan, the Confirmation Order, or a postpetition agreement in writing between the Debtor and a holder of a Claim and approved by an Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claim, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. In addition, and without limiting the foregoing or any other provision of this Plan, Confirmation Order or Plan Trust Agreement,

interest shall not accrue on or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final distribution is made when and if such Disputed Claim becomes an Allowed Claim.

12.7 WITHHOLDING TAXES. The Debtor (if before the Effective Date) or the Plan Trustee Trust (on and after the Effective Date), as applicable, shall be entitled to deduct any federal, state or local withholding taxes from any payments under this Plan. As a condition to making any distribution under this Plan, the Debtor (if before the Effective Date) or the Plan Trustee (on and after the Effective Date), as applicable, may require that the holder of an Allowed Claim provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

ARTICLE XIII: EFFECTIVENESS OF THE PLAN

13.1 CONDITIONS PRECEDENT TO EFFECTIVE DATE. This Plan shall not become effective unless and until each of the following conditions shall have been satisfied in full in accordance with the provisions specified below:

(a) Approval of Disclosure Statement. The Bankruptcy Court shall have approved a Disclosure Statement to this Plan in form and substance acceptable to the Debtors in their sole and absolute discretion.

(b) Approval of Plan Compromises. ~~The compromises and settlements contained in this Plan shall be approved without material modification by Final Order in accordance with Bankruptcy Rule 9019 and shall be binding and enforceable against all holders of Claims under the terms of this Plan.~~

(b) (e) Form of Confirmation Order. The Confirmation Order shall be in form and substance acceptable to the Debtor in its sole and absolute discretion.

(c) (d) Entry of Confirmation Order. Subject fully to Section 17.2, the Confirmation Order (i) shall have been entered by the Bankruptcy Court, (ii) shall not be subject to any stay of effectiveness, and (iii) shall have become a Final Order, the Confirmation Date shall have occurred, and no request for revocation of the Confirmation Order under § 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.

(d) IBNR Reserves. The Debtor shall have established the IBNR Reserves.

(e) Plan Trust. The Plan Trust shall have been formed and funded initially with all Plan Trust Assets consisting of Cash, other than the IBNR Reserves, and all formation documents for such entity shall have been properly executed and filed as required by this Plan and applicable law. For the avoidance of doubt, such initial funding shall not include any(i) if this Plan is confirmed as a CDOW-Only Plan, any cash proceeds of Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, or the

Lay Pension Fund disposition of which shall be governed by Sections 10.4, 10.5, and 10.6, respectively, or (ii) the IBNR Reserves, which shall be held and administered by the Reorganized Debtor pursuant to Section 15.4.

(f) Plan Trustee. The appointment of the Plan Trustee shall have been confirmed by Order of the Bankruptcy Court.

Estimation MotionsLay Pension Plan Trust Contribution in Settlement Plan. The Debtor shall have Filed the Estimation Motions.

If the Plan is confirmed as a Settlement Plan, the Debtor shall have (i) directed the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, the Lay Pension Fund to the Lay Pension Plan Trust on behalf of the Debtor, and such distribution shall have occurred; and (ii) contributed Cash or other property having a value of \$5,000,000 in the aggregate (the value of any non-Cash property being determined by Order of the Bankruptcy Court, after notice and a hearing, which hearing may be the Confirmation Hearing) to the Lay Pension Plan Trust.

(h) NDCE Settlement Contribution in Settlement Plan. If the Plan is confirmed as a Settlement Plan, the Non-Debtor Catholic Entities shall have made the NDCE Settlement Contribution to the Plan Trust.

(i) Insurer Settlement Contribution in Settlement Plan. If the Plan is confirmed as a Settlement Plan, the Settling Insurers shall have made the Insurer Settlement Contribution to the Plan Trust.

13.2 NON-CONSUMMATION OF THE PLAN. If after the Confirmation Order is entered, each of the conditions to effectiveness has not been satisfied or duly waived on or by ninety (90) days after the Confirmation Date, then upon motion by the Debtor, the Confirmation Order may be vacated by the Bankruptcy Court; provided however, that notwithstanding the Filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to effectiveness is either satisfied or duly waived (by a writing executed by the Debtor) before the Bankruptcy Court enters an Order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Section 13.2, this Plan shall be null and void in all respects, and nothing contained in this Plan, the Disclosure Statement, nor any pleadings Filed in connection with the approval thereof shall (i) constitute a waiver or release of any Claims against the Debtor, (ii) prejudice in any manner the rights of the holder of any Claim against the Debtor, (iii) prejudice in any manner the rights of the Debtor in the Chapter 11 Case, or (iv) constitute an admission of any fact or legal position or a waiver of any legal rights held by any Person prior to the Confirmation Date.

ARTICLE XIV: **EFFECTS OF CONFIRMATION**

14.1 DISSOLUTION OF OFFICIAL COMMITTEES. On the Effective Date, the Official Committees shall dissolve automatically, whereupon their members, Professionals and agents shall be released from any further duties and responsibilities in the

Chapter 11 Case and under the Bankruptcy Code, except that such parties shall continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), and protective Orders entered during the Chapter 11 Case, which shall remain in full force and effect according to their terms, provided that such parties shall continue to have a right to be heard with respect to any and all (i) applications for Professional Claims and (ii) requests for compensation and reimbursement of expenses pursuant to § 503(b) of the Bankruptcy Code for making a substantial contribution in the Chapter 11 Case. Notwithstanding the foregoing, if this Plan is confirmed as a CDOW-Only Plan, the Lay Employees Committee shall continue to exist post-Effective Date as an *ad hoc* committee solely for the purpose of prosecuting the Lay Pension Litigation, and the reasonable fees and expenses of counsel to such committee shall constitute Plan Administration Expenses.

14.2 DISCHARGE INJUNCTION. *Except as otherwise expressly provided in this Plan or in the Confirmation Order, and subject to Section 9.3, fully to Article IX hereof, on the Effective Date, pursuant to § 1141(d) of the Bankruptcy Code, the Debtor shall be discharged from, and its liability shall be extinguished completely in respect of, any Claim (including without limitation Personal Injury Tort Survivor Claims and Unknown Claims) which arose prior to the Confirmation Date, and all Persons who have held or asserted, hold or assert, or may in the future hold or assert a Discharged Claim shall be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly for the purposes of asserting, enforcing or attempting to assert or enforce any Discharged Claim, including: (i) commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Discharged Claim against the Debtor, the Reorganized Debtor, or property of the Reorganized Debtor; (ii) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or Order against the Debtor, the Reorganized Debtor, or property of the Reorganized Debtor, with respect to any Discharged Claim; (iii) creating, perfecting, or enforcing any encumbrance or lien of any kind against the Debtor, the Reorganized Debtor, or property of the Reorganized Debtor with respect to any Discharged Claim; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Reorganized Debtor with respect to any Discharged Claim; and (v) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of this Plan. In the event any Person takes any action that is prohibited by, or is otherwise inconsistent with the provisions of this injunction, this Plan or Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Person is asserted will automatically be transferred to the Bankruptcy Court or the District Court for enforcement of this Plan.—Notwithstanding the foregoing, nothing in this Plan shall impair, effect or release the rights of any Non-Settling Insurer with respect to any Personal Injury Tort Claims, including all Insurance Company Defenses.*

14.3 EXCULPATION; LIMITATION OF LIABILITY. *From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party shall be released from, any Claim, Cause of Action or liability to any other Exculpated Party, to any holder of a Claim, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Case or in connection with the preparation and Filing of the Chapter 11 Case, the formulation, negotiation, and/or pursuit of Confirmation of this Plan, the consummation of this Plan,*

and/or the administration of this Plan and/or the property to be distributed under this Plan, except for Claims. Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under this Plan. Without limiting the generality of the foregoing, the Debtor and its officers, member, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of § 1125(e) of the Bankruptcy Code.

14.4 14.3 RELEASES AND CHANNELING INJUNCTION IN SETTLEMENT PLAN. This Section applies only if the Plan is confirmed as a Settlement Plan. On and after the Effective Date, and subject to Section 9.3 and the assertion of Insurance Company Defenses, in consideration of (a) the promises and obligations of the Debtor, the Reorganized Debtor, the Bishop, and the Non-Debtor Catholic Entities under this Plan (including, without limitation, the provision of the Third-Party Release-Consideration NDCE Settlement Contribution and the non-monetary undertakings set forth in Sections 15.5(b)-(p) hereof), and (b) consideration provided, or to be provided, by the Settling Insurers, all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Personal Injury Tort Survivor Claim, including Unknown Claims, shall be forever barred and permanently enjoined from pursuing such Personal Injury Tort Survivor Claim against the Third-Party Releasees Settling Parties based upon or in any manner arising from or related to any acts or omissions of any of the Third-Party Releasees Settling Parties including, but not limited to (w) for damages of any type, including but not limited to bodily injury, personal injury, emotional distress, wrongful death and/or loss of consortium, (x) for exemplary or punitive damages, (y) for attorneys' fees and other expenses, fees or costs, (z) for any remedy at law, in equity or admiralty whatsoever, heretofore, now or hereafter asserted against any of the Third-Party Releasees Settling Parties; and all Personal Injury Tort Survivor Claims, including Unknown Claims, shall be channelled to and shall be treated, administered, determined, and, if Allowed, paid under the procedures and protocols and in the amounts as established under this Plan and the Plan Trust Agreement as the sole and exclusive remedy for all Personal Injury Tort Claimants Survivor claimants, including Unknown Claimants. Upon payment of the NDCE Settlement Contribution to the Plan Trust, the Non-Debtor Catholic Entities shall be released from, and their liability shall be extinguished completely in respect of, any Survivor Claim which arose prior to the Confirmation Date, and all Persons who have held or asserted, hold or assert, or may in the future hold or assert such a Claim shall be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly for the purposes of asserting, enforcing or attempting to assert such Claim against any Non-Debtor Catholic Entity or property of any Non-Debtor Catholic Entity. The foregoing channeling injunction is an integral part of this Plan and essential to its consummation and implementation. It is intended that the channeling of the Personal Injury Tort Survivor Claims as provided in this Plan Section 14.4 shall inure to and for the benefit of the Third-Party Releasees Settling Parties and shall not, directly or indirectly, inure to or for the benefit of any Non-Settling Insurer or Perpetrator.

14.4 EXCULPATION; LIMITATION OF LIABILITY. From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and

~~each Exculpated Party shall be released from, any Claim, Cause of Action or liability to any other Exculpated Party, to any holder of a Claim, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Case or in connection with the preparation and Filing of the Chapter 11 Case, the formulation, negotiation, and/or pursuit of Confirmation of this Plan, the consummation of this Plan, and/or the administration of this Plan and/or the property to be distributed under this Plan, except for Claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under this Plan. Without limiting the generality of the foregoing, the Debtor and its officers, member, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of § 1125(e) of the Bankruptcy Code.~~

ARTICLE XV: **THE REORGANIZED DEBTOR**

15.1 CONTINUED CORPORATE EXISTENCE, CORPORATE ACTION AND VESTING OF ASSETS. The Debtor will, as the Reorganized Debtor, continue to exist after the Effective Date as a separate entity in accordance with the applicable laws of the State of Delaware, with all the powers of a not-for-profit, non-stock member corporation having tax-exempt status under 26 U.S.C. § 501(c)(3) under applicable law and without prejudice to any right to alter or terminate such existence under applicable state law, except as such rights may be limited and conditioned by this Plan and the documents and instruments executed and delivered in connection therewith. Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, the Reorganization Assets, in accordance with § 1141 of the Bankruptcy Code, shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, and interests, including successor liability. On and after the Effective Date, the Reorganized Debtor may operate and manage its affairs-its and may use, acquire and dispose of property without notice to any Person, and without supervision or approval by the Bankruptcy Court and free of any restrictions imposed by the Bankruptcy Code, Bankruptcy Rules, or the Bankruptcy Court, other than those restrictions expressly imposed by this Plan or the Confirmation Order.

15.2 IDENTITY OF OFFICERS OF REORGANIZED DEBTOR. In accordance with § 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the Persons proposed to serve as officers of the Reorganized Debtor on and after the Effective Date shall be set forth in a Supplemental Plan Document.

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

15.4 IBNR RESERVES. The Reorganized Debtor shall hold and administer the IBNR Reserves for the benefit of the Plan Trust, and shall provide the Plan Trust monthly reports of claims paid from the IBNR Reserves. The Reorganized Debtor shall remit to the Plan

Trust any surplus remaining in the IBNR Reserves after all covered claims for self-insured plan years that commenced prior to the Effective Date have been paid, as determined by the Third-Party Administrators. The Reorganized Debtor may, but shall not be required to, maintain the IBNR Reserves in the Pooled Investment Account, provided that if the IBNR Reserves are maintained in the Pooled Investment Account, they shall be managed by the Reorganized Debtor in accordance with the PIA Custody Agreement and the Investment Management Agreements, in consultation with the Plan Trustee, for the benefit of the Plan Trust to the extent of its residual interest in the surplus, if any, of the IBNR Reserves. The Bankruptcy Court shall have exclusive jurisdiction to resolve any disputes between the Reorganized Debtor and the Plan Trustee regarding the management of the IBNR Reserves pursuant to this Section 15.4.

15.5 VOLUNTARY UNDERTAKINGS OF REORGANIZED DEBTOR, THE BISHOP, AND THE NON-DEBTOR CATHOLIC ENTITIES.

(a) Lay Pension Plan Reaffirmation Agreement. Pursuant to § 524(c) of the Bankruptcy Code, and subject to approval by the Bankruptcy Court, the Reorganized Debtor ~~shall~~will reaffirm the Debtor's obligations under the Lay Pension Plan to the extent set forth in the Lay Pension Plan Reaffirmation Agreement to be Filed by the Debtor as a Supplemental Plan Document.

(b) Establishment of Charitable Trust for Abuse-Survivors. The Reorganized Debtor ~~shall~~Bishop will establish and manage a charitable trust fund to provide medical, psychological, educational, or other material assistance to Survivors and their families, as determined by the Bishop in his discretion. This fund will be capitalized initially with the Bishop's Discretionary Fund, and thereafter will be funded with the proceeds of any gifts and donations to the Reorganized Debtor for the benefit of Survivors.

(c) Public Access to Abuse-Related Documents.

(1) —In order to further promote healing and reconciliation, and in order to continue its efforts to prevent sexual abuse from occurring in the future, the Reorganized Debtor will establish and maintain, for five (5) years a document depository that will contain all non-privileged documents in its possession related to sexual abuse by, and/or supervision of, abusive clergy, and religious and lay employees a period of not less than ten (10) years from the Confirmation Date, a hard-copy depository of Abuse-Related Documents at a location selected by the Reorganized Debtor in consultation with the Creditors Committee and identified in a Supplemental Plan Document. The depository will be open to the general public on Tuesday of each week (except during the weeks before and after Easter, Christmas, and New Year's Day) from 10 am until 4 pm. Unless otherwise ordered by the Bankruptcy Court at the Confirmation Hearing, documents will include diocesan priest personnel files, all communications related to priests regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors, between the bishop and other officials including, but not limited to the vicars general, vicars for clergy, chancellors, pastors, priests, provincials and other members of religious orders,

~~lay employees, et al., transcripts and video depositions of all defendants, plaintiffs and witnesses, all exhibits and other non-privileged documents of any type related to sexual abuse tort litigation, provided, however, that no Survivor's identity shall be released or revealed without his or her express permission. The Special Mediator shall have access to inspect diocesan files and archives for the purpose of verifying that all non-privileged, abuse-related documents have been released to the fullest extent permitted by applicable law and that any documents withheld or redacted were validly withheld or redacted under applicable law, which verification shall be final and non-reviewable by (but not binding upon, for any other purpose) any court, tribunal, or other authority. The reasonable fees and expenses of the Special Mediator in connection with such inspection and verification shall be paid by the Reorganized Debtor from 10 am until 4 pm or by appointment at a mutually agreeable time.~~

(2) In connection with the production of Abuse-Related Documents set forth herein, the Reorganized Debtor and the Non-Debtor Catholic Entities shall waive any and all privileges and defenses, if any, associated with any Constitutional protections the Settling Parties might otherwise seek to assert. The Reorganized Debtor and the Non-Debtor Catholic Entities agree that the only bases for withholding Abuse-Related Documents from production are privileges established by statute, court rule, or common law, and laws and regulations requiring non-disclosure (e.g., HIPPA); provided, however, that the Reorganized Debtor and the Non-Debtor Catholic Entities other than Catholic Charities, Inc. agree not to oppose a court order requiring the production of such Abuse-Related Documents which are medical records. Catholic Charities, Inc. shall produce Documents only to the extent an appropriate records release authorization has been executed by a person who received counseling or other treatment services provided by Catholic Charities, Inc. To the extent any Abuse-Related Documents subject to production are filed with a court under seal, or otherwise have been placed under seal pursuant to a court order or stipulation, the Reorganized Debtor and the Non-Debtor Catholic Entities agree that, if requested by the Creditors Committee or by counsel for the holder of an Allowed Survivor Claim other than a Survivor Convenience Claim, they will support an application to the court to unseal such Abuse-Related Documents.

(3) No Survivor's identity may be released or revealed without his or her express permission.

(4) Neither the Reorganized Debtor nor any Non-Debtor Catholic Entity will retain counsel for itself to contest the production of any Abuse-Related Document, except to the extent such production is contested on the basis of applicable privilege or required non-disclosure, consistent with the foregoing paragraph (3). Neither the Reorganized Debtor nor any Non-Debtor Catholic Entity will retain counsel for any third party to contest production of any Abuse-Related Document, on any basis, or otherwise support such a third party challenge.

(5) The Reorganized Debtor and the Non-Debtor Catholic Entities will allow the Special Arbitrator to have complete access to inspect Diocesan files and archives to verify that all Abuse-Related Documents have been released, which verification shall be final and non-reviewable by any court or other tribunal or authority.

(d) Apologies to Abuse-Survivors. Within a reasonable time after the ~~Allowance~~allowance of any Personal Injury ~~Tort~~Survivor Claim pertaining to sexual abuse~~Abuse~~ by a Diocesan priest or lay employee, the Bishop will send a letter of apology to any Survivor claimant or immediate family member of a Survivor claimant who requests such a letter. Letters of apology will state that the Survivor stating that he or she was not at fault for the abuse and that the Diocese takes responsibility for the abuse. The Bishop will personally sign the letters of apology.

(e) Continuation of Child Protection Programs. The Reorganized Debtor ~~shall~~will continue to comply in all respects with (i) the Charter for the Protection of Children and Young People adopted by the U.S. Conference of Catholic Bishops in 2002, and (ii) the For the Sake of God's Children program adopted by the Diocese in 2003. The Reorganized Debtor will publish on the Diocese's web page (www.edow.org)Diocesan Webpage the results of the annual audit conducted pursuant to the Charter for the Protection of Young People.

(f) Release of Abuse-Survivors from Confidentiality Obligations. The Bishop will continue the current policy of releasing Survivors from any confidentiality provisions in settlement agreements which they may have signed as a condition to such settlements in the past, and will continue the current policy of forbidding confidentiality provisions in any settlement agreement related to sexual abuse except at the written request of the Survivor. The Reorganized Debtor will publicly announce and post on the Diocesan Website for a period of five (5) years this policy, and will attempt to contact counsel for all Survivors who entered into such confidentiality agreements to inform them that they are not bound by such agreements. In addition, the Reorganized Debtor agrees that all confidentiality agreements involving Survivors are terminated and that the identities of priests or lay persons named in settlement agreements containing confidentiality provisions may be made public. The Reorganized Debtor will not release or reveal any Survivor's identity without his or her permission.

(g) Public Listing of Abusers. For a period of not less than ten (10) years after the Effective Date, the Reorganized Debtor will post on the home page of the Diocesan Website the names of all known Abusers. The Reorganized Debtor will update the list if and when additional Abusers become known. Notwithstanding the foregoing, the Reorganized Debtor shall maintain the posting for any longer period of time if recommended by the U.S. Conference of Catholic Bishops.

(h) Publication of Survivor Statements. The Reorganized Debtor will make available reasonable space (approximately 500 words or 1/2 page) in each issue of the Diocesan newspaper, *The Dialog*, or its successor, for one (1) year after the Effective Date to allow any holder of an Allowed Survivor Claim other than a Survivor

Convenience Claim to tell his or her story of abuse by priests, religious or lay employees, if he or she desires to publish his or her story. The Reorganized Debtor reserves the right to object to publishing any letter that contains unnecessary profanity or other objectionable material and, to the extent the objection cannot be resolved, it will be decided by the Special Arbitrator (defined in Section 15.6 below) whose decision will be final and non-reviewable. To the extent *The Dialog* is no longer published, any such letters will be posted on the Diocesan Website for at least as long as the posting described in Section 15.5(g) is maintained.

(i) **Public Statements Regarding Survivors.** The Bishop will institute a policy requiring that all ecclesiastical officers, department heads and official spokespersons of the Diocese not refer either verbally or in print to sexual abuse claimants as “alleged” claimants, “alleged” victims or “alleged” survivors and will require the same to refer to claimants as “survivors of clergy sexual abuse” or “survivors of sexual abuse perpetrated by lay employees.”

(j) **Annual Certification by Bishop.** Annually, the Bishop will certify in writing that he has no undisclosed knowledge of any Abuser, or, if he has such knowledge, that it has been reported to law enforcement in accordance with applicable legal mandatory reporting requirements or reporting protocols.

(k) **Plaques in Schools.** The Bishop will institute a policy requiring prominent display of a plaque in each Diocesan or Parish school stating: “The abuse of the children and young men and women of [name of school], or other harm to their spiritual, emotional, physical or moral well-being, shall not be tolerated.” The dimensions of these plaques shall be no less than 8.5 inches by 11 inches, and the plaques shall be placed next to the office door of the primary leader, the Bishop, or the principal, as applicable. Plants, furniture, or any other items shall not obstruct these plaques.

(l) **Seminarian Training.** The Bishop will institute a policy requiring Diocesan seminarians, regardless of where they are in training as candidates for the priesthood in the Diocese of Wilmington, in addition to their education and training at their seminaries regarding the childhood sexual abuse and the prevention, detection and reporting of such abuse, to hear directly, annually, from survivor-advocates about the devastating impact of childhood sexual abuse on the lives of survivors and the critical importance of the seminarians’ responsibility to report any suspicions or knowledge of abuse to the proper civil authorities.

(m) **Statement of Gratitude by Bishop.** Within 30 days of the Effective Date, the Bishop in his official and personal capacity shall issue a written statement of gratitude for the Survivors who have the courage to speak about the sexual abuse they suffered as minors. This statement will be posted on the Diocesan Website and within fifteen (15) days of the Effective Date published prominently in a ½ page ad in *The Dialog*. Within two (2) years after the Effective Date, the Bishop will personally visit each Parish where an Abuser priest was assigned. The Bishop will express his gratitude for the Survivors who have had the courage to speak about the sexual abuse

they suffered as minors and will apologize. The Bishop's visit will be scheduled and publicized on the Diocesan Website and in Parish bulletins at least thirty days in advance.

(n) Mandatory Reporting Training. The Bishop will continue the current policy requiring, and the Reorganized Debtor shall continue funding, annual mandatory reporting training within the Diocese.

(o) Abuse Prevention Curriculum. The Bishop will continue the current policy requiring the development, publication, and implementation of a child abuse prevention curriculum for all Diocesan and Parish schools.

(p) Publication of Non-Monetary Undertakings. The Reorganized Debtor will publish on the Diocesan Website home page, as a standalone document, a list of the non-monetary undertakings set forth in Section 15.5(b)-(p) for a period of one (1) year after the Effective Date.

15.6 MANDATORY MEDIATIONARBITRATION OF CERTAIN DISPUTES. The Confirmation Order shall refer all disputes regarding the Reorganized Debtor's or the Bishop's compliance with the voluntary undertakings in Sections 15.2(b)-(f) to mediation before the Special Mediator as a prerequisite to adjudication in the Bankruptcy Court. 15.5(b)-(p), including but not limited to (A) application of any court orders; (B) privilege claims; (C) redaction of information, including victim identities, identities of innocent third parties; (D) production of medical records and any confidentiality claims related thereto; and (E) any claim of attorney/client privilege, to a disinterested Person the Debtor shall identify, in a Filing with the Bankruptcy Court, to serve as an arbitrator (the "Special Arbitrator"). The appointment of the Special Arbitrator is subject to approval by the Bankruptcy Court. Decisions by the Special Arbitrator shall be final and non-reviewable by any court or other tribunal or authority. Responsibility for paying the reasonable fees and expenses of the Special Mediator/Arbitrator in connection with the mediationarbitration of such disputes shall be shared by the parties to the dispute.

ARTICLE XVI: RETENTION OF JURISDICTION

16.1 BY THE BANKRUPTCY COURT. Pursuant to §§ 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, on and after the Confirmation Date, the Bankruptcy Court shall retain jurisdiction to the fullest extent permitted by 28 U.S.C. §§ 1334 and 157 (i) to hear and determine the Chapter 11 Case and all core proceedings arising under the Bankruptcy Code or arising in the Chapter 11 Case, and (ii) to hear and make proposed findings of fact and conclusions of law in any non-core proceedings related to the Chapter 11 Case, including, without limitation, matters concerning the interpretation, implementation, consummation, execution, or administration of this Plan. Without limiting the generality of the foregoing, the Bankruptcy Court's post-Confirmation Date jurisdiction shall include jurisdiction:

(a) over all Causes of Action (including, without limitation, particularly, the Designated Causes of Action and Chapter 5 Actions) and proceedings to recover Assets of the Estate or of the Plan Trust, wherever located;

(b) over disputes concerning the ownership of Claims;

(c) over disputes concerning the distribution or retention of consideration under this Plan;

(d) over objections to Claims, motions to allow late-filed Claims, and motions to estimate Claims;

(e) over proceedings to determine the extent, validity, and/or priority of any Lien asserted against property of the Debtor, the Estate, or the Plan Trust, or property abandoned or transferred by the Debtor, the Estate, or the Plan Trust;

(f) over proceedings to determine the amount, if any, of interest to be paid to Holders of Allowed Unsecured Claims if any Allowed Unsecured Claims are paid in full pursuant to the terms of this Plan;

(g) over matters related to the Assets of the Estate or of the Plan Trust, including, without limitation, liquidation of Plan Trust Assets, provided that the Plan Trust shall have no obligation to obtain the approval or authorization of the Bankruptcy Court or File a report to the Bankruptcy Court concerning the sale, transfer, assignment or other disposition of Plan Trust Assets; and provided further that the Plan Trust may seek Orders of the Bankruptcy Court approving the sale, transfer, assignment or other disposition of Plan Trust Assets as appropriate to facilitate such transactions;

(h) over matters related to the attachment, encumbrance, forfeiture, and disputes as to the management of Assets held *in custodia legis* pursuant to Sections 10.4-10.6:

(i) over disputes as to the management of the IBNR Reserves pursuant to Section 15.4:

(j) (h) over matters relating to the subordination of Claims;

(k) (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;

(l) (j) to consider and approve modifications of or amendments to this Plan, to cure any defects or omissions or to reconcile any inconsistencies in any Order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(m) (k) to issue Orders in aid of execution, implementation, or consummation of this Plan;

(n) (4) over disputes arising from or relating to this Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;

(o) (m) over requests for allowance and/or payment of Claims entitled to priority under § 507(a)(2) of the Bankruptcy Code and any objections thereto;

(p) (n) over all Fee Applications;

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

(r) (p) over conflicts and disputes among the Plan Trust, the Plan Oversight Committee, and holders of Claims;

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

(r) over matters concerning the Debtor's insurance policies, if any, including jurisdiction to re-impose the automatic stay or its applicable equivalent provided in this Plan;

(t) (s) to issue injunctions, provide declaratory relief, or grant such other legal or equitable relief as may be necessary or appropriate to restrain interference with this Plan, the Debtor, the Estate or its property, the Creditors Committee or Lay Employees Committee, the Plan Trust or its property, the Plan Trustee, the Plan Oversight Committee, the Professionals, or the Confirmation Order;

(u) (t) to enter a Final Decree closing the Chapter 11 Case;

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

(w) (v) 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 this Plan.

16.2 BY THE DISTRICT COURT. Pursuant to §§ 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, on and after the Confirmation Date, the District Court shall retain jurisdiction to the fullest extent permitted by 28 U.S.C. §§ 1334 to hear and determine all matters arising under the Bankruptcy Code or arising in or related to the Chapter 11 Case. Without limiting the generality of the foregoing, the District Court's post-Confirmation Date jurisdiction shall include jurisdiction:

(a) over objections to ~~Personal Injury Tort Survivor~~ Claims and motions to estimate ~~Personal Injury Tort Survivor~~ Claims for distribution purposes; and

(b) to hear and determine the Removed Cases.

ARTICLE XVII:
ADMINISTRATIVE MISCELLANEOUS PROVISIONS

17.1 REJECTION OF UNASSUMED EXECUTORY CONTRACTS. On the Effective Date, except for any Executory Contract (i) that was previously assumed or rejected by an Order of the Bankruptcy Court (including the Confirmation Order) or otherwise pursuant to § 365 of the Bankruptcy Code or (ii) that is subject to a pending motion to assume or reject before the Bankruptcy Court, each Executory Contract entered into by the Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms, and which is not expressly assumed in this Plan, shall be rejected pursuant to §§ 365 and 1123 of the Bankruptcy Code, effective as of the Confirmation Date. The Confirmation Order shall constitute an Order of the Bankruptcy Court approving such rejection pursuant to §§ 365 and 1123 of the Bankruptcy Code as of the Confirmation Date.

17.2 FINAL ORDER. Except as otherwise expressly provided in this Plan, any requirement in this Plan for a Final Order may be waived by the Debtor (if prior to the Effective Date) or the Plan Trustee~~Trust~~ (if on or after the Effective Date) upon written notice to the Bankruptcy Court. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any Order that is not a Final Order.

17.3 AMENDMENTS AND MODIFICATIONS. The Debtor may modify this Plan at any time prior to the Confirmation Hearing in accordance with § 1127(a) of the Bankruptcy Code. After the Confirmation Date and prior to “substantial consummation” (as such term is defined in § 1101(2) of the Bankruptcy Code) of this Plan, the Reorganized Debtor, or the Plan Trust, or the Plan Trustee, as appropriate, may modify this Plan in accordance with § 1127(b) of the Bankruptcy Code by the filing a motion on notice to the Bankruptcy Rule 2002 service list only, and the solicitation of all Creditors and other parties in interest shall not be required unless directed by Bankruptcy Court.

17.4 WITHHOLDING AND REPORTING REQUIREMENTS. In connection with this Plan and all instruments issued in connection therewith and distributions thereon, the Debtor (prior to the Effective Date) and the Plan Trust (on and after the Effective Date) shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements.

17.5 NO WAIVER. The failure of the Debtor to object to any Claim for purposes of voting shall not be deemed a waiver of the Debtor’s or the Plan Trust’s right to object to such Claim, in whole or in part.

17.6 TAX EXEMPTION. Pursuant to § 1146 of the Bankruptcy Code, the delivery or recording of an instrument of transfer on or after the Confirmation Date shall be

deemed to be made pursuant to and under this Plan, including, without limitation, any such acts by the Debtor, if prior to the Effective Date, and the Plan Trust, if on or after the Effective Date (including, without limitation, any subsequent transfers of property by the Plan Trust), and shall not be taxed under any law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order and this Plan, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

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

17.8 REVOCATION. The Debtor reserves the right to revoke and withdraw this Plan prior to the Confirmation Date, in which case this Plan shall be null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor, the Creditors Committee or the Lay Employees Committee, or any other Person or to prejudice in any manner the rights of the Debtor, the Creditors Committee or the Lay Employees Committee, or any other Person in any further proceedings involving the Debtor, or be deemed an admission by the Debtor, including with respect to the amount or allowability of any Claim or the value of any property of the Estate.

17.9 CONTROLLING DOCUMENTS. In the event and to the extent that any provision of this Plan or the Plan Trust Agreement is inconsistent with any provision of the Disclosure Statement, the provisions of this Plan or Plan Trust Agreement, as applicable, shall control and take precedence. In the event and to the extent that any provision of the Plan Trust Agreement 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 this Plan or the Plan Trust Agreement, the provisions of the Confirmation Order shall control and take precedence.

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

17.11 NOTICES. Any notices or requests of the Debtor or the Plan Trust by parties in interest under or in connection with this 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 Debtor or the Reorganized Debtor:

YOUNG CONAWAY STARGATT & TAYLOR, LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Attn: Robert SAnthony G. BradyFlynn
Patrick A. Jackson

If to the Plan Trust:

[]

17.12 FILING OF ADDITIONAL DOCUMENTS. On, before, or after the Effective Date, and before "substantial consummation" (as such term is defined in § 1102(2) of the Bankruptcy Code) of this Plan, the Debtor, the Plan Trust, and 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 this Plan, or otherwise to comply with applicable law.

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

17.14 DIRECTION TO A PARTY. On and after the Effective Date, the Plan 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 this 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 this Plan.

17.15 SUCCESSORS AND ASSIGNS. This Plan shall be binding upon and inure to the benefit of the Debtor, and its respective successors and assigns, including, without limitation, the Reorganized Debtor. The rights, benefits, and obligations of any entity 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 entity.

17.16 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 this Plan that would otherwise require approval of the officers of the Debtor under this Plan, including, without limitation, (a) the adoption, execution, delivery, and implementation of all contracts,

leases, instruments, releases, and other agreements or documents related to this Plan, and (b) the adoption, execution, and implementation of other matters provided for under this Plan involving the Debtor or organizational structure of the Debtor, shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate), pursuant applicable non-bankruptcy law, without any requirement of further action by the officers of the Debtor.

17.17 FINAL DECREE. Once the Estate has been fully administered, as referred to in Bankruptcy Rule 3022, the Plan Trust or such other party as the Bankruptcy Court may designate in the Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the Chapter 11 Case.

ARTICLE XVIII:
BANKRUPTCY RULE 9019 REQUEST

18.1 Pursuant to Bankruptcy Rule 9019, the Debtor hereby requests approval of all compromises and settlements included in this Plan, including, without limitation, those set forth in Articles IV, V, and VI, and that may be included in this pursuant to Section 6.5.

17.18 PLAN AS SETTLEMENT COMMUNICATION. This Plan (including, without limitation, in Article VI) 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 and/or amount (including, without limitation, Survivor Claims, the PIA Litigation, and other Claims and Causes of Action against Settling Parties). Accordingly, this Plan, the Disclosure Statement, and any communications regarding this 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. Additionally, counsel for any Survivor should treat this Plan and the Disclosure Statement as an offer of settlement that must be transmitted to his or her client in accordance with applicable rules and standards governing the practice of law before the Bankruptcy Court.

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ARTICLE XVIII**ARTICLE XIX:**
CONFIRMATION REQUEST

18.1 **19.1** The Debtor hereby requests confirmation of this Plan as a Cramdown Plan with respect to any Impaired Class that does not accept this Plan or is deemed to have rejected this Plan.

Dated: Wilmington, Delaware
November 1, 2010
January 10, 2011

Respectfully submitted,
CATHOLIC DIOCESE OF WILMINGTON, INC.

By: Most Rev. W. Francis Malooly, D.D.
Its: President and Sole Member

Document comparison by Workshare Professional on Monday, January 10, 2011
9:51:31 PM

Input:

Document 1 ID	interwovenSite://WORKSITE01/YCST01/10138120/5
Description	#10138120v5<YCST01> - Chapter 11 Plan
Document 2 ID	interwovenSite://WORKSITE01/YCST01/10464807/7
Description	#10464807v7<YCST01> - First Amended Chapter 11 Plan
Rendering set	standard

Legend:

Insertion

Deletion

Moved from

Moved to

Style change

Format change

Moved deletion

Inserted cell

Deleted cell

Moved cell

Split/Merged cell

Padding cell

Statistics:

	Count
Insertions	674
Deletions	501
Moved from	49
Moved to	49
Style change	0
Format changed	0
Total changes	1273

EXHIBIT A

DEFINITIONS

1. "Abuse" means sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephileophilia, or sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, or any and all other acts injurious to a person. A child or nonconsenting adult is abused 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 child or nonconsenting adult.
2. "Abuse-Related Documents" means the following, to the extent such documents relate to sexual abuse of minors by clergy, religious, and lay employees, members or affiliates of the Diocese, the Debtor, the Parishes, or the Non-Debtor Catholic Entities relating to sexual abuse of minors: any and all personnel files, all communications related to Abusers, electronic transcripts and video depositions of all defendants, plaintiffs and witnesses, all exhibits and other documents of any type related to sexual abuse tort litigation, all documents, information, correspondence or communications (including, without limitation, all correspondence and other communications by, between or among any Bishop of the Diocese, any other Diocesan official including, but not limited to, any vicar general, vicar for clergy, chancellor, pastor, priest, provincial and/or other member of any religious congregation), files, video and audio recordings, archives, electronic data and other media sources of any kind, whether public or non-public.
3. "Abuser" means persons regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors, who shall be identified in a Supplemental Plan Document.
4. 1. "Administrative Claim" means a Claim for costs and expenses of administration that is allowable and entitled to priority under §§ 503, 507(a)(2) and/or 507(b) of the Bankruptcy Code, including, without limitation, any post-petition tax claims, any actual and necessary expenses of preserving the Estate, any actual and necessary expenses of operating the business of the Debtor, all Professional Claims, and any fees or charges assessed against the Estate under 28 U.S.C. § 1930.
5. 2. "Administrative Claim Bar Date" means the date or dates fixed by the Bankruptcy Court as the last date for filing a request for payment of an Administrative Claim (excluding any Professional Claim), as set forth in Section 2.1(b), that is not subject to any other Bar Date or any other Order that establishes the last date for filing such Administrative Claim. This Plan does not affect or extend any Administrative Claim deadline established by any other order, and the earliest Administrative Claim deadline applicable to any Administrative Claim shall govern and control.
6. 3. "Administrative Claim Objection Deadline" shall have the meaning set forth in Section 2.1(b)(2).

7. 4. “ADR Personal Injury Tort ~~Allied Irish Banks~~ Claim” means any Personal Injury Tort the Claim the holder of which elects treatment under the Personal Injury Tort ADR Process pursuant to Section 5.4.

5. “Allied Irish Bank Claim” means the Claim(s) of Allied Irish Bank, p.l.c. ~~of Allied Irish Banks, p.l.c.~~ arising ~~from~~under that certain Irrevocable Transferable Letter of Credit No. C-544 dated November 14, 2002 and the related Trust Indenture Securing \$12,500,000 the Delaware Economic Development Authority Variable Rate Revenue Bonds Series of 2002 ~~Reimbursement Agreement (Security Agreement)~~ dated as of November 14, 2002, by and among the Debtor, as applicant, and Allied Irish Banks, p.l.c., as letter-of-credit issuer.

8. 6. “Allowed” when used with respect to a Claim against the Debtor or property of the Debtor, means a Claim: (a) which has been listed on the Schedules as other than disputed, contingent or unliquidated and as to which no proof of Claim or objection to the scheduled amount has been timely filed; (b) as to which a proof of Claim has been timely filed, or deemed timely filed by order of the Bankruptcy Court, and either (i) no objection thereto has been timely filed, or application to subordinate or otherwise limit recovery has been made or (ii) the Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court; (c) which has been allowed under the provisions of this Plan; (d) which is a Professional Claim for which a fee award amount has been approved by Final Order of the Bankruptcy Court; or (e) which is allowed pursuant to any stipulation of amount and nature of Claim executed by the Plan Trust and holder of the Claim on or after the Effective Date. To the extent the term “Allowed” is used in this Plan with respect to a specified Class of Claims or an unclassified category of Claims (i.e., “Allowed [Class designation/unclassified Claim category] Claim”), the resulting phrase shall mean an Allowed Claim of the specified Class or unclassified category of Claims. “Allowed” when used with respect to a Survivor Claim against a Non-Debtor Catholic Entity means a Claim (a) which has been allowed under the provisions of this Plan or (b) which is allowed pursuant to any stipulation of amount and nature of Claim executed by the Plan Trust and holder of the Claim on or after the Effective Date.

7. “Arbitration Procedures” means the procedures governing the arbitration of ADR Personal Injury Tort Claims as provided for in any Supplemental Plan Document and in Section 5.4.

9. “Alter Ego Claims” means, collectively, any and all Causes of Action against any Non-Debtor Catholic Entity under applicable nonbankruptcy law premised upon such Non-Debtor Catholic Entity’s alleged status as an “alter ego” of the Debtor, the Diocese, and/or the Bishop, including any Cause of Action styled as an “alter ego,” “veil piercing,” “reverse veil piercing,” or “enterprise liability” action.

10. 8. “Assets” of the Debtor, Estate, or the Plan Trust ~~Estate~~ means, collectively, any and all property of the Debtor, ~~or~~ the Estate, ~~or~~ the Plan Trust, respectively, of every kind and character, wherever located, whether real or personal, tangible or intangible, and specifically including Cash (including the residual balance of any reserves established

under this Plan) and Causes of Action (including Designated Causes of Action and Chapter 5 Actions).

11. 9.—“Ballot” means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the Disclosure Statement provided to each holder of a Claim entitled to vote to accept or reject this Plan or make another election for treatment of such Claim under this Plan.
12. 10.—“Bankruptcy Code” means title 11 of the United States Code, §§ 101-1532, as now in effect or as hereafter amended.
13. 11.—“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware.
14. 12.—“Bankruptcy Rules” means, as the context requires, the Federal Rules of Bankruptcy Procedure applicable to this Chapter 11 Case and/or the local bankruptcy rules for the Bankruptcy Court as now in effect or as the same may from time to time hereafter be amended.
15. 13.—“Bar Date” means the date or dates established by the Bankruptcy Court as the last date for filing proofs of claim against the Debtor, including the Bar Dates established pursuant to the *Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Deadlines for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof* [Docket No. 308]. This Plan does not affect or extend any date established by any other Order and the earliest date applicable to the filing or assertion of any Claim shall govern and control.
16. 14.—“Bishop” means, as the context requires, (i) the office of the ordinary of the Diocese under Canon Law, or (ii) Most Rev. W. Francis Malooly, D.D.
17. 15.—“Bishop’s Discretionary Fund” means Cash on deposit in the Operating Account up to the amount represented by general ledger account F130 on the Debtor’s books and records.
18. 16.—“Business Day” means any day that is not a Saturday, a Sunday or “legal holiday” as such term is defined in Bankruptcy Rule 9006(a).
19. 17.—“Canon Law” means the Code of Canon Law of the Holy Roman Catholic Church, as codified in 1983 and as may hereafter be amended.
20. 18.—“Capital Campaign Fund” means the fractional equitable interest in the Pooled Investment Account represented by sub-fund F0090 in the Debtor’s books and records.
21. 19.—“Cash” means cash or cash equivalents, including but not limited to, wire transfers, checks and other readily marketable direct obligations of the United States of America and certificates of deposit issued by banks.

22. “Catholic Cemeteries Gate of Heaven Property” means the 35.18 ± acre parcel of vacant real property, owned by Catholic Cemeteries, Inc., that is located on Vines Creek Road and Wingate Road at the rear of the Gates of Heaven cemetery property near the Town of Dagsboro in Sussex County, Delaware identified as Sussex County Tax ID: 1-34-10.00-44.01.

23. 20. “Causes of Action” means, except as provided otherwise in this Plan, the Confirmation Order or any document, instrument, release or other agreement entered into in connection with this Plan, all Claims, actions, choses in action, 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 Debtor and/or its Estate, the Creditors Committee, the Lay Employees Committee or the Plan Trust, (as successor to the Debtor and/or its Estate or, the Creditors Committee or the Lay Employees Committee), including without limitation, an action that is or may be pending on the Effective Date or instituted by the Plan Trust after the Effective Date against any Person based on law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown, including, without limitation, Designated Causes of Action and Chapter 5 Actions; 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.

24. “CDF Easton/Rte 50 Property” means the 35.72 ± acre parcel of vacant real property, owned by Catholic Diocese Foundation, that is located on S Route 50 (Ocean Gateway) and Washington Street in the Town of Easton, Talbot County, Maryland identified as Talbot County Tax ID: Map 108, Parcel 2678F (Account #01-069888).

25. “CDF Ocean City Properties” means the four parcels of real property, owned by Catholic Diocese Foundation, that are located in north Ocean City, Worcester County, Maryland identified as Worcester County Tax IDs: Map 118, Grid 5, Parcel 7212A, 7201A, 7213A, 7208A, 7209A, 7210A, 7211A; Map 8, Grid 4, Parcel 7216A; Map 8, Grid 4, Parcel 7217A; and Map 8, Grid 10, Parcel 120B.

26. “CDF Princess Anne Property” means the 12.18 ± acre parcel of vacant real property, owned by Catholic Diocese Foundation, that is located on Mt. Vernon Road in Somerset County, Maryland identified as Somerset County Tax ID: Map 8, Grid 24, Parcel 57 (Account #01-013092).

27. “CDF Summit/896 Property” means the real property, owned by Catholic Diocese Foundation, that is located at 669 Old Summit Bridge Road, Middletown, Delaware.

28. “CDOW-Only Plan” means this Plan if the conditions for a Settlement Plan under Section 6.3 are not met.

29. 21. “Channeled Claims” means Personal Injury Tort Survivor Claims against Third Party Releasees Settling Parties based upon or in any manner arising from or related to any acts

or omissions of any of the ~~Third Party Releasees~~Settling Parties including, but not limited to (a) for damages of any type, including but not limited to bodily injury, personal injury, emotional distress, wrongful death and/or loss of consortium, (b) for exemplary or punitive damages, (c) for attorneys' fees and other expenses, fees or costs, and (d) for any remedy at law, in equity or admiralty whatsoever, heretofore, now or hereafter asserted against any of the ~~Third Party Releasees~~Settling Parties.

- 30. 22. "Chapter 5 Actions" means all Claims and Causes of Action which arise or may be brought under §§ 522, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.
- 31. 23. "Chapter 11 Case" means the chapter 11 case, No. 09-13560 (CSS), pending for the Debtor in the Bankruptcy Court.
- 32. “Channeling Injunction” shall have the meaning set forth in Section 14.4.
- 33. 24. "Charter for the Protection of Children and Young People" means the Charter for the Protection of Children and Young People initially adopted by the United States Conference of Catholic Bishops in 2002 and revised in 2005, as the same may be amended from time to time.
- 34. “Children’s Home Property” means the real property located at 2901 Green Street, Claymont, Delaware.
- 35. 25. "Claim" means "claim" as such term is defined in ~~Section~~ § 101(5) of the Bankruptcy Code and, except as otherwise provided in the context, means a claim against the Debtor or its Estate, including, without limitation: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.
- 36. 26. "Class" means a category of holders of Claims as set forth in Article II of this Plan pursuant to Bankruptcy Code ~~section~~ § 1122.
- 37. 27. "Clergy Pension Claim" means any right of a member of the Debtor's clergy to payment under the Debtor's defined-benefit pension plan for clergy.
- 38. 28. "Clergy Pension Fund" means the fractional equitable interest in the Pooled Investment Account represented by sub-fund F0100 in the Debtor's books and records.
- 39. “Committee Application Deadline” has the meaning ascribed to it in Section 8.12(b)(1).
- 40. 29. "Confirmation" means the entry of the Confirmation Order by the Bankruptcy Court confirming this Plan pursuant to ~~section~~ § 1129 of the Bankruptcy Code.

41. 30.—“Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order on its docket.

42. 31.—“Confirmation Hearing” means the hearing or hearings before the Bankruptcy Court pursuant to ~~section~~§ 1128 of the Bankruptcy Code and Bankruptcy Rule 3020(b) to consider confirmation of this Plan.

43. 32.—“Confirmation Order” means the order of the Bankruptcy Court confirming this Plan pursuant to ~~section~~§ 1129 of the Bankruptcy Code, as such order may be amended, modified or supplemented.

33. ~~“Convenience Personal Injury Tort Claim” means any Personal Injury Tort Claim the holder of which elects treatment under the Personal Injury Tort Convenience Process pursuant to Section 4.3(a).~~

44. 34.—“Cramdown Plan” means this Plan ~~(whether a CDOw-Only Plan or a Settlement Plan)~~ if confirmed by the Bankruptcy Court pursuant to ~~section~~§ 1129(b) of the Bankruptcy Code.

35.

45. ~~“Creditor” means “creditor” as defined in section 101(10) of the Bankruptcy Code and shall refer to any holder of a Claim against the Debtor or holder of any Claim against property of the Debtor as defined in section 102(2) of the Bankruptcy Code (including Survivor Claims and Unknown Claims) arising prior to the Effective Date.~~

46. 36.—“Creditors Committee” means the official committee of unsecured creditors appointed in this Chapter 11 Case, as such committee may be constituted from time to time.

47. 37.—“Custodian” means Bank of New York Mellon, in its capacity as ~~Custodian~~custodian of the Pooled Investment Account.

48. 38.—“DEDA” means the Delaware Economic Development Authority.

39. ~~“DEDA Bonds” means those certain DEDA Variable Rate Revenue Bonds, Series of 2002 (Catholic Diocese of Wilmington, Inc. Project) issued November 14, 2002 in the principal amount of \$12,500,000.~~

49. ~~“DEDA Bond Transaction Claims” means, collectively, the Allied Irish Banks Claim and the Wilmington Trust Claim.~~

50. 40.—“DEDA Loan Agreement” means that certain Loan Agreement dated as of November 1, 2002, by and between Wilmington Trust Company (as assignee of DEDA) and Catholic Diocese of Wilmington, Inc. with respect to the ~~DEDA Bonds, Variable Rate Revenue Bonds, Series of 2002 (Catholic Diocese of Wilmington, Inc. Project) issued November 14, 2002, in the principal amount of \$12,500,000.~~

51. 41. "De Minimis Distribution" shall have the meaning set forth in Section 12.3.

52. 42. "Debtor" means Catholic Diocese of Wilmington, Inc., prior to the Effective Date.

53. 43. "Debtor in Possession" means the Debtor in the capacity and with the status and rights conferred by ~~sections~~ §§ 1107 and 1108 of the Bankruptcy Code.

54. 44. "~~Debtor Release Consideration~~" means the consideration set forth in Section 6.1.

55. 45. "Debtor Releasees" means the Non-Debtor Catholic Entities, and their respective predecessors and past, present, and future officials, members, subsidiaries, officers, trustees, employees, servants, volunteers, representatives, attorneys, merged or acquired companies or operations, and their successors and assigns, but excluding only the Perpetrators.

56. 46. "Debtor Releasors" means the Debtor, on behalf of the Estate, its representatives (including, without limitation, the Creditors Committee and the Lay Employees Committee, to the extent authorized to act on behalf of the Estate), and its successors (including, without limitation the Plan Trust and the Reorganized Debtor).

57. 47. "Designated Causes of Action" means, collectively, as more fully described in the Disclosure Statement: (i) any Cause of Action against a Religious Order or Perpetrator for contribution or indemnification on account of any ~~Personal Injury Tort Survivor~~ Claim, and (ii) any Insurance Action against a ~~Non-Settling Insurer~~, and (iii) any pending Cause of Action pending on the Effective Date.

58. 48. "Designated Insurance Policies" shall have the meaning set forth in Section 9.1 of this Plan.

59. 49. "Diocese" and "Diocesan" refers to the juridic person of the Roman Catholic Diocese of Wilmington under the Canon Law.

60. 50. "Diocesan Schools" means, collectively, all schools owned or operated by, or otherwise affiliated with Diocese of Wilmington Schools, Inc., or any Parish Corporation.

61. 51. "Diocesan Website" means <http://www.cdow.org>, or its successor site.

51. "Disallowed" when used with respect to a Claim against the Debtor or property of the Debtor, means a Claim or any portion thereof that (i) has been disallowed by Final Order, (ii) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan, (iii) is not Scheduled and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan,

(iv) has been withdrawn by agreement of the Debtor and the holder thereof, or (v) has been withdrawn by the holder thereof.

62. 52.—“Discharged Claim” means every Claim, or portion thereof, which has been Disallowed or discharged in the Chapter 11 Case, including Unknown Claims.

63. 53.—“Disclosure Statement” means the disclosure statement for this Plan approved by the Bankruptcy Court pursuant to ~~section~~ 1125 of the Bankruptcy Code and Bankruptcy Rule 3017 (including all schedules and exhibits thereto), as such disclosure statement may be amended or modified from time to time.

64. 54.—“Disputed” when used with respect to a Claim against the Debtor or property of a Debtor, means a Claim to the extent that: (i) the allowance of such Claim is the subject of an objection, appeal or motion to estimate that has been timely filed by a party in interest and which objection, appeal or motion has not been determined by a Final Order, or (ii) during the period prior to the deadline fixed by this Plan or the Bankruptcy Court for objecting to such Claim, such Claim is in excess of the amount Scheduled as other than disputed, unliquidated or contingent. In the event that any part of a Claim is Disputed, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under this Plan unless the Debtor or the Plan Trustee, as applicable, and the holder thereof agree otherwise. To the extent the term “Disputed” is used in this Plan with respect to a specified Class of Claims or an unclassified category of Claims (i.e. “Disputed [Class designation/unclassified Claim category] Claim”), the resulting phrase shall mean a Disputed Claim of the specified Class or unclassified category of Claims.

65. 55.—“Disputed Non-Debtor PIA Funds” means collectively the fractional ~~interests~~equitable interests in the Pooled Investment Account represented by the sub-funds on the Debtor’s books and records which are identified on Exhibit B. For the avoidance of doubt, balances reported on Exhibit B are as of October 20, 2009, and do not represent the current value of such Disputed Non-Debtor PIA Funds.

66. “Disputed Restricted PIA Funds” means, collectively, any Restricted PIA Funds which are the subject of a *bona fide* dispute as of the Confirmation Date as to whether such Restricted PIA Funds are Restricted Assets.

67. 56.—“Distribution” means any distribution to or on account of the holder of a Claim against the Debtor.

68. 57.—“District Court” means the United States District Court for the District of Delaware.

69. 58.—“Effective Date” means the Business Day on which this Plan becomes effective pursuant to Article XIII of this Plan; provided however, that if any stay or injunction against enforcement or execution of the Confirmation Order is issued prior to the date that would otherwise be the Effective Date, the Effective Date shall be the first Business Day after all such stays or injunctions are no longer in effect.

70. 59.—“Estate” means, (i) ~~when used in reference to time periods prior to the Effective Date~~, the estate created in the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code,

and (ii) when used in reference to time periods subsequent to (and including) the Effective Date, the Assets that are distributable to Creditors of the Debtor in accordance with this Plan.

60. “Estimation Motions” means, collectively, (i) the motion to be Filed by the Debtor in the Bankruptcy Court pursuant Section 4.4(c) to estimate for purposes of allowance and distribution the aggregate Allowed amount of all Lay Pension Claims, and (ii) the motion to be Filed by the Debtor in the District Court pursuant to Section 5.3 to estimate for purposes of distribution the aggregate Allowed amount of all Personal Injury Tort Claims.

71. 61. “Executory Contract” means any executory contract or unexpired lease subject to section § 365 of the Bankruptcy Code, between the Debtor and any other Person.

72. 62. “Exculpated Parties” means, collectively, (i) the Debtor, the Custodian, the Investment Managers, the Non-Debtor Catholic Entities, the Plan Trustee, the Estate, the Plan Trust, the Creditors Committee, the Lay Employees Committee, the Fee Examiner, and the Plan Oversight Committee, and (ii) the respective officers, directors, employees, members, attorneys, financial advisors, and professionals of a Person identified in the immediately preceding clause.

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

74. 64. “Fee Examiner” means Stuart Maue, the fee examiner appointed in the Chapter 11 Case pursuant to the *Order Appointing Fee Examiner and Establishing Related Procedures for Compensation and Reimbursement of Expenses for Professionals and Consideration of Fee Applications* [Docket No. 368], or its successor, if any.

75. 65. “File,” “Filed” or “Filing” means file, filed or filing with the Bankruptcy Court or District Court, as applicable, or its authorized designee in the Chapter 11 Case.

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

77. 67. “Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Case or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied or resulted in no modification of such order.

68. “General Claims Payment Account” means the account to be established by the Plan Trustee and funded with Plan Trust Assets (other than the Third Party Release

Consideration and any proceeds thereof) consisting of Cash remaining after the Plan Administration Expense Reserve has been fully funded and all Secured Claims, Administrative Claims, and Priority Claims have been paid or reserved for.

78. 69—“Gift Annuity Claims” means Claims arising under charitable gift annuity agreements with the Debtor.

79. 70—“Gift Annuity Funds” means, collectively, the fractional interestsequitable interests in the Pooled Investment Account represented by sub-funds F0485, F0495, F0500, F0510, F0515, F0520, and F0530 on the Debtor’s books and records.

80. 71—“IBNR Reserves” means Plan Trustreserves of Assets in an amount necessary to adequately reserve for incurred-but-not-reported claims under the Debtor’s self-insured lay and clergy health plans, which Assetsreserves shall be held and administered by the Reorganized Debtor pursuant to Section 15.4.

81. 72—“Impaired” means “impaired” within the meaning of § 1124 of the Bankruptcy Code.

82. 73—“Insurance Actions” means any actual or potential litigation as to any insurance recoveries or any insurance policyInsurance Policy and/or rights thereunder.

74. “Insurance Assets” means all right, title, and interest in and to any liability insurance policy under which the Debtor, or its predecessor, is or was an insured.

75. “Insurance Company Defenses” means any and all rights, titles, privileges, claims, demands or entitlements at law or in equity (including rights of setoff or recoupment and rights to obtain a declaration of rights or other affirmative relief) that any insurance company may have to dispute, challenge or otherwise contest (i) any Claim; (ii) any actual or potential litigation as to any insurance recoveries or any insurance policy and/or rights thereunder, including but not limited to any allegations relating to Personal Injury Tort Claims or expenses of the Plan Trust.

76. “Insurer” means any insurance company or insurance broker that during any period of time prior to the Effective Date that provided or allegedly provided, directly or indirectly, any type of Insurance Assets to or for the benefit the Debtor and/or any Parish Corporation.

83. “Insurance Policy” means (i) if this Plan is confirmed as a CDOW-Only Plan, any contract of insurance in effect on or before the Effective Date issued or allegedly issued by any insurance company or insurance broker to or for the benefit of the Debtor or any predecessor in interest of the Debtor, or (ii) if this Plan is confirmed as a Settlement Plan, any contract of insurance in effect on or before the Effective Date issued or allegedly issued by any insurance company or insurance broker to or for the benefit of the Debtor, any Non-Debtor Catholic Entity, or any predecessor in interest of the Debtor or Non-Debtor Catholic Entity.

84. “Insurer” means (i) if this Plan is confirmed as a CDOW-Only Plan, any insurance company or insurance broker that provided or allegedly provided, directly or indirectly,

any coverage to or for the benefit of the Debtor or any predecessor in interest of the Debtor under an Insurance Policy, or (ii) if this Plan is confirmed a Settlement Plan, any insurance company or insurance broker that provided or allegedly provided, directly or indirectly, any coverage to or for the benefit of the Debtor, any Non-Debtor Catholic Entity, or any predecessor in interest of the Debtor or any Non-Debtor Catholic Entity under an Insurance Policy.

85. “Insurer Settlement Contribution” means, collectively, the Cash in the amount of \$14,306,559 in the aggregate (the value of any non-Cash property being determined by Order of the Bankruptcy Court, after notice and a hearing, which hearing may be the Confirmation Hearing) to be contributed by the Settling Insurers to the Plan Trust in accordance with Section 6.2(b) in the event this Plan is confirmed as a Settlement Plan.

86. “Interim PIA Withdrawal Order” means any Order of the Bankruptcy Court authorizing the Debtor to make a distribution from a Disputed Non-Debtor PIA Fund, including, without limitation, the Orders entered on the docket of the Chapter 11 Case as items numbered 141, 285, 347, 362, 387, 394, 423, 455, 526, 562, 568, 753, 810, 846, 897, and 1022.

87. “Investment Management Agreements” means, collectively, (i) that certain Agreement for Investment Management dated as of April 29, 1993, by and among the Debtor and Friess Associates of Delaware, Inc.; (ii) that certain Investment Management Agreement dated as of April 10, 2006, by and among the Debtor and Harding, Loevner Management, L.P.; (iii) that certain Investment Advisory Agreement dated as of September 13, 2004, by and among the Debtor and ING Clarion Real Estate Securities, L.P.; (iv) that certain Investment Advisory Agreement dated as of May 3, 1994, by and among the Debtor and Arnhold and S. Bleichroeder, Inc., as amended by that certain Amendment to Investment Advisory Agreement dated as of June 5, 2008, by and among the Debtor and Iridian Asset Management LLC; (v) that certain Investment Advisory Agreement dated as of June 19, 1995, by and among the Debtor and Kalmar Investments Inc.; (vi) that certain letter agreement dated as of March 25, 2003, by and among the Debtor and State Street Global Advisors, a division of State Street Bank and Trust Company; (vii) that certain Agreement of Trust dated as of December 20, 1999, by and among the Debtor and State Street Bank and Trust Company, as amended by that certain letter agreement dated as of February 28, 2003, by and among the Debtor and State Street Bank and Trust Company; and (viii) that certain Revocable Trust Agreement dated as of March 17, 2008, by and among the Debtor and Wellington Trust Company, National Association.

88. “Investment Managers” means, collectively, the non-debtor parties to the Investment Management Agreements, and their successors and assigns.

89. 77. “IRC” means the Internal Revenue Code of 1986, 26 U.S.C. §§ 1 *et seq.*, as may be amended.

90. 78. “IRS” means the Internal Revenue Service.

91. 79.—“Lay Employees Committee” means the official committee of lay employees appointed by the U.S. Trustee in the Chapter 11 Case on April 30, 2010, as such committee may be constituted from time to time.

92. 80.—“Lay Pension Claim” means any Claim arising under the Lay Pension Plan.

93. 81.—“Lay Pension Fund” means the fractional equitable interest in the Pooled Investment Account represented by sub-fund F0105 in the Debtor’s books and records.

94. 82.—“Lay Pension Litigation” means the adversary proceeding which may be commenced by the Lay Employees Committee in the Bankruptcy Court for a declaration that the Lay Pension Fund is held in trust for the benefit of the Lay Pension Plan and/or is a Restricted Asset, styled case Adversary Case, No. 11-50022.

95. 83.—“Lay Pension Plan” means the Diocese of Wilmington Lay Employees Pension Plan sponsored by the Debtor for the benefit of employees of the Debtor and the Non-Debtor Catholic Entities.

96. 84.—“Lay Pension Plan Reaffirmation Agreement” means the document by which the Reorganized Debtor shall reaffirm the Debtor’s obligations under the Lay Pension Plan, as may be modified by such document.

97. 85.—“Lay Pension Plan Trust” means the trust established by that certain The Catholic Diocese of Wilmington, Inc. Lay Employees Pension Plan Defined Benefit Plan Trust Agreement dated as of November 1, 1998, by and among the Debtor and Mellon Bank, N.A., as subsequently amended from time to time.

98. 86.—“Lay Pension Plan Trustee” means Bank of New York Mellon, as successor to Mellon Bank, N.A., in its capacity as Trustee of the Lay Pension Plan Trust.

99. 87.—“Lien” means any mortgage, lien, pledge, security interest or other charge or encumbrance or security device of any kind in, upon, or affecting any Asset of the Debtor as contemplated by § 101(37) of the Bankruptcy Code.

100. 88.—“Liquidation Analysis” means the liquidation analysis annexed to and incorporated into the Disclosure Statement.

101. ~~“Litigation Personal Injury Tort Claim” means any Personal Injury Tort Claim the holder of which elects treatment under the Personal Injury Tort Litigation Process pursuant to Section 5.5.~~

102. ~~“NDCE Settlement Contribution” means, collectively, the NDCE Settlement Properties and Cash in the amount of \$57,781,870 in the aggregate to be contributed by the Non-Debtor Catholic Entities to the Plan Trust pursuant to Section 6.2(a) in the event this Plan is confirmed as a Settlement Plan.~~

102. ~~“NDCE Settlement Properties” means, collectively, the Children’s Home Property, the CDF Easton/Rte 50 Property, the Catholic Cemeteries Gate of Heaven Property, the CDF~~

Ocean City Properties, the CDF Princess Anne Property, the Seton Villa Property, and the CDF Summit/896 Property, or money's worth, as determined by the Bankruptcy Court after notice and a hearing (which hearing may be the Confirmation Hearing).

103. 90.—“Non-Debtor Catholic Entities” means, collectively: the Parish Corporations; the Diocesan Schools; DOW Schools, Inc.; Catholic Cemeteries, Inc.; Catholic Charities, Inc.; Siena Hall, Inc.; Seton Villa, Inc.; Children’s Home, Inc.; Catholic Youth Organization, Inc. d/b/a Catholic Youth Ministry; Catholic Ministry to the Elderly, Inc.; Catholic Press of Wilmington, Inc.; and Catholic Diocese Foundation.

104. 91.—“Non-Debtor Pooled Investors” means, collectively, Catholic Diocese Foundation; Catholic Charities, Inc.; Seton Villa, Inc.; Siena Hall, Inc.; Children’s Home, Inc.; Catholic Cemeteries, Inc.; DOW Schools, Inc.; Catholic Youth Organization, Inc.; St. Ann Roman Catholic Church (Wilmington); St. Thomas the Apostle Roman Catholic Church; Corpus Christi Roman Catholic Church; Cathedral of St. Peter Roman Catholic Church; Our Lady of Lourdes Roman Catholic Church; St. John the Beloved Roman Catholic Church; St. Edmond Roman Catholic Church; St. Francis de Sales Roman Catholic Church; Holy Family Roman Catholic Church; St. Polycarp Roman Catholic Church; St. Mary Refuge of Sinners Roman Catholic Church; St. Benedict Roman Catholic Church; Holy Cross Roman Catholic Church; St. Paul Roman Catholic Church; St. Luke/St. Andrew Roman Catholic Church; and Holy Rosary Roman Catholic Church.

105. 92.—“Non-Settling Insurer” means any Insurer other than a Settling Insurer.

106. “Official Committees” means, collectively, the Creditors Committee, the Lay Employees Committee, and any other official committee of creditors appointed in the Chapter 11 Case pursuant to § 1102 of the Bankruptcy Code, as may be constituted from time to time.

107. 93.—“Operating Account” means the Debtor’s commercial checking account numbered 810004-418-8 with Citizens Bank, N.A.

108. 94.—“Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Case or the docket of any other court of competent jurisdiction.

109. 95.—“Other Unsecured Claim” means any Claim that is not a Secured Claim, Priority Claim, ~~Personal Injury Tort Survivor~~ Claim, Lay Pension Claim, Allied Irish Bank Claim, Clergy Pension Claim, Gift Annuity Claim, or Penalty Claim.

110. “Pari Passu Claims” means, collectively, all Claims in Classes 3A, 3B, 3C, 3D, 3E, and 3F, solely to the extent such Claims are entitled to a distribution from the Plan Trust.

111. 96.—“Parish Corporations” means, collectively: Cathedral of St. Peter Roman Catholic Church; Christ Our King Roman Catholic Church; Corpus Christi Roman Catholic Church; Good Shepherd Roman Catholic Church; Holy Child Roman Catholic Church; Holy Cross Roman Catholic Church; Holy Family Roman Catholic Church; Holy Name of Jesus Roman Catholic Church; Holy Rosary Roman Catholic Church; Holy Spirit

Roman Catholic Church; Immaculate Conception Roman Catholic Church (Elkton); Immaculate Conception Roman Catholic Church (Marydel); Immaculate Heart of Mary Roman Catholic Church; Our Lady of Fatima Roman Catholic Church; Our Lady of Good Counsel Roman Catholic Church; Our Lady of Lourdes Roman Catholic Church; Our Mother of Sorrows Roman Catholic Church; Parish of The Resurrection Roman Catholic Church; Sacred Heart Roman Catholic Church; St. Andrew Roman Catholic Church; St. Ann Roman Catholic Church (Bethany Beach); St. Ann Roman Catholic Church (Wilmington); St. Anthony of Padua Roman Catholic Church; St. Benedict Roman Catholic Church; St. Catherine of Siena Roman Catholic Church; St. Christopher Roman Catholic Church; St. Dennis Roman Catholic Church; St. Edmond Roman Catholic Church; St. Elizabeth Roman Catholic Church; St. Elizabeth Ann Seton Roman Catholic Church; St. Francis de Sales Roman Catholic Church; St. Hedwig Roman Catholic Church; St. Helena Roman Catholic Church; St. John Neumann Roman Catholic Church; St. John the Apostle Roman Catholic Church; St. John the Baptist – Holy Angels Roman Catholic Church; St. John the Beloved Roman Catholic Church; St. Joseph Roman Catholic Church (Middletown); St. Joseph Roman Catholic Church (Wilmington); St. Joseph on the Brandywine Roman Catholic Church; St. Jude the Apostle Roman Catholic Church; St. Luke Roman Catholic Church; St. Margaret of Scotland Roman Catholic Church; St. Mary of the Assumption Roman Catholic Church; St. Mary of the Immaculate Conception Roman Catholic Church; St. Mary Magdalen Roman Catholic Church; St. Mary Refuge of Sinners Roman Catholic Church; St. Mary Star of the Sea Roman Catholic Church; St. Matthew Roman Catholic Church; St. Michael the Archangel Roman Catholic Church; St. Patrick Roman Catholic Church; St. Paul Roman Catholic Church (Delaware City); St. Paul Roman Catholic Church (Wilmington); Ss. Peter and Paul Roman Catholic Church; St. Peter the Apostle Roman Catholic Church; St. Polycarp Roman Catholic Church; and St. Thomas the Apostle Roman Catholic Church.

97. ~~“Parish Only Policies” means, collectively, all right, title, and interest in and to any liability insurance policies under which any Parish Corporations, or their predecessors, are or were insureds, but excluding any Shared Insurance Policies.~~

112. 98. ~~“Penalty Claims” means a Claim against the Debtor, whether secured or unsecured, for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, arising before the Petition Date, to the extent that such Claim is fine, penalty, forfeiture, or damages are not compensation for the Claim holder’s actual pecuniary loss suffered by the holder of such Claim.~~

113. 99. ~~“Perpetrator” means a Person who committed or is alleged to have personally committed an act of sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological or emotional harm, upon a Person an individual asserting a Personal Injury Tort Survivor Claim.~~

114. 100. ~~“Person” means any individual, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, limited liability limited~~

partnership, association, joint stock company, joint venture, estate, trust, unincorporated association, government or any political subdivision thereof, or other entity.

101. “Personal Injury Tort Claim” means any Claim related to or arising out of any and all acts or omissions that in any way arise out of, are based upon, or involve actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, or any and all other acts injurious to a person, by a Person for whom the Debtor or any Non-Debtor Catholic Entity is or was legally responsible, or who the Debtor or any Non-Debtor Catholic Entity failed to control, direct, train or supervise, or about whose acts and propensities the Debtor or any Non-Debtor Catholic Entity failed to warn, disclose or provide information. A child or nonconsenting adult is abused 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 child or nonconsenting adult. For the avoidance of doubt, Personal Injury Tort Claim includes any Claim for payment or reimbursement for, or provision of, medical or psychological treatment. This definition shall not constitute a waiver of any defense that would otherwise be available to the Debtor, the Plan Trust, or any Non-Debtor Catholic Entity under applicable law, and shall encompass any and all Unknown Tort Claims.

102. “Personal Injury Tort Claims Payment Account” means the account to be established by the Plan Trustee pursuant to Section 8.5(g) for the payment of Personal Injury Tort Claims (and certain litigation expenses as set forth in Article V), which account shall be funded with (i) Third Party Release Consideration and proceeds thereof consisting of Cash, and (ii) any distributions from the General Claims Payment Account on account of Allowed Personal Injury Tort Claims.

115. 103. “Petition Date” means October 18, 2009, the date on which the Debtor commenced the Chapter 11 Case by filing a petition for relief under chapter 11 of the Bankruptcy Code.

116. “Phase I Judgment” means, collectively, the [orders/judgment and denial of reconsideration in PIA Phase I].

117. 104. “PIA Breach Claims” means any Claim of a Non-Debtor Pooled Investor against the Debtor for damages as a result of any alleged breach of fiduciary duty by the Debtor with respect to the Pooled Investment Account, other than a PIA Investment Claim.

118. 105. “PIA Custody Agreement” means that certain Custody Agreement by and between the Debtor and the Custodian dated as of July 23, 1999.

119. 106. “PIA Distribution Clawback Claim” means any Claim of the Estate against a Non-Debtor Pooled Investor or subsequent transferee for recovery of any amount advanced by the Debtor under an Interim PIA Withdrawal Order.

120. “PIA Investment Claim” means any Claim of a Non-Debtor Pooled Investor against the Debtor for recovery of its lost investment in the Pooled Investment Account. Pursuant to Section 6.2, PIA Investment Claims shall be Allowed in the amounts set forth on Exhibit B.

121. 107. “PIA Litigation” means the adversary proceeding in the Bankruptcy Court styled *Official Committee of Unsecured Creditors v. Catholic Diocese of Wilmington, Inc.*, at al., Adv. Proc. No. 09-52866 (CSS), and any related proceedings (including on certification, appeal or remand).

122. “PIA Surcharge Claim” means any Claim of the Estate in the nature of a surcharge against any Disputed Non-Debtor PIA Fund or Restricted PIA Fund for reimbursement of professionals’ fees and expenses incurred by the Debtor successfully defending such Disputed Non-Debtor PIA Fund or Restricted PIA Fund against entry of a Final Order determining it to be an Unrestricted Asset of the Estate.

123. 108. “PIA Withdrawal Orders” means, collectively, all Bankruptcy Court Orders authorizing distribution of funds from the Pooled Investment Account to Non-Debtor Pooled Investors, including Docket Nos. 141, 285, 347, 362, 387, 394, 423, 455, 526, 562, 568, and 753.

124. 109. “Plan” means this chapter 11 plan of reorganization, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

125. 110. “Plan Administration Expenses” means any and all costs and expenses incurred in connection with the administration of the Plan Trust, including litigation expenses and professional fees, pursuant to this Plan, Confirmation Order, and Plan Trust Agreement.

126. 111. “Plan Administration Expense Reserve” means the reserve to be established by the Plan Trustee, in consultation with the Plan Oversight Committee, from Plan Trust Assets other than the Third Party Release Consideration, in an amount reasonably necessary to fund the Plan Administration Expenses.

127. 112. “Plan Oversight Committee” means the committee formed on the Effective Date pursuant to Section 8.12.

128. 113. “Plan Trust” means the trust created pursuant to the Plan Trust Agreement on the Effective Date in accordance with this Plan, and the Confirmation Order and the Plan Trust Agreement.

129. 114. “Plan Trustee” means the Person appointed to act as trustee of the Plan Trust in accordance with the terms of this Plan, the Confirmation Order, and the Plan Trust Agreement, or any successor appointed in accordance with the terms of this Plan, Confirmation Order and the Plan Trust Agreement.

130. 115. "Plan Trust Agreement" means the form of trust agreement for the Plan Trust, to be filed by the Debtor with the Bankruptcy Court as a Supplemental Plan Document.

131. 116. "Plan Trust Assets" means, collectively, (i) all Unrestricted Assets of the Debtor as of the Effective Date, less such other than those Unrestricted Assets as the Debtor shall designate as Reorganization Assets (the aggregate value of which shall in no event exceed \$3 million as of the Effective Date) in a Supplemental Plan Document, (ii) all Insurance Assets, (iii) all Causes of Action, (iv) the Debtor Release Consideration, and (v) the Third Party Release Considerations as well as all assets received by the Plan Trust after the Effective Date. Without limiting the generality of the foregoing, the Plan Trust Assets shall include: (a) the Unrestricted PIA Funds, (b) the Plan Trust's residual interest in the surplus, if any, of the IBNR Reserves pursuant to Section 15.4, (c) the Estate's rights to any proceeds of any Designated Insurance Policies, subject fully to Section 6.2(b) if the Plan is confirmed as a Settlement Plan, (d) all Causes of Action of the Estate against any Person, and (e) if the Plan is confirmed as a CDOW-Only Plan, the Estate's interest, if any, in the Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, and the Lay Pension Fund, subject fully to Sections 10.4, 10.5 and 10.6, respectively.

132. 117. "Plan Trust Professionals" means the Plan Trustee, counsel to the Plan Trustee, counsel to the Plan Oversight Committee, and such other professionals retained by the Plan Trustee or the Plan Oversight Committee to assist in the administration and all other duties of the Plan Trust or the Plan Oversight Committee, including, without limitation, commencing and prosecuting the Causes of Action and claims reconciliation process.

133. 118. "Pooled Investment Account" means the investment program managed by the Debtor in which certain funds from the Debtor and the Non-Debtor Pooled Investors are pooled for investment purposes only in a custodial account custody account maintained at Bank of New York Mellon pursuant to the PIA Custody Agreement.

134. 119. "Post-Confirmation Notice Parties" means, collectively: the Plan Trust, the Plan Oversight Committee, the Reorganized Debtor, and the U.S. Trustee.

135. "Prima Facie Case of Abuse" by the holder of a Survivor Claim means a prima facie showing. (i) if this Plan is confirmed as a CDOW-Only Plan, that such holder suffered Abuse for which the Debtor could be held civilly liable under applicable non-bankruptcy law after giving effect to any applicable statute of limitations, or (ii) if this Plan is confirmed as a Settlement Plan, that such holder suffered Abuse for which the Debtor or any Non-Debtor Catholic Entity could be held civilly liable under applicable non-bankruptcy law after giving effect to any applicable statute of limitations.

136. 120. "Priority Claim" means a Claim to the extent that it is of the kind described in, and entitled to priority under sections § 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

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

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

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

140. ~~124.~~ “Professional Claims Bar Date” means the date that is (i) sixty (60) days after a notice of the Effective Date is filed with the Bankruptcy Court and served, or (ii) such later date as the Bankruptcy Court shall order upon application made prior to the end of such 60-day period.

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

142. ~~126.~~ “Pro Rata” means, with respect to any Distribution on account of any Allowed Claim in any Class, the ratio of (i) the amount of such Allowed Claim to (ii) the sum of (a) all Allowed Claims in such Class and (b) the aggregate maximum allowable amount of all Disputed Claims in such Class for which a reserve must be established under this Plan.

143. ~~127.~~ “Protected Party” means any of the Plan Trustee, the Estate, the Plan Trust, and the Plan Oversight Committee, or other Person treated as a Protected Party under the terms of this Plan.

144. ~~128.~~ “Religious Orders” means, collectively: (i) Oblates of Saint Francis de Sales; Oblates of St. Francis de Sales, Inc., a Delaware Corporation; The Congregation of the Oblates of St. Francis de Sales, Inc.; Capuchin Franciscan Friars Province of the Sacred Stigmata of St. Francis, A New Jersey Corporation; Brothers of the Holy Cross of the Eastern Province of the United States of America, Inc., a New York Corporation; The Norbertine Fathers of Delaware, Inc.; The Norbertine Fathers, Inc.; The Premonstratensian Fathers, A Wisconsin Corporation; Daughters of Charity of St. Vincent de Paul Northeast Province; and Daughters of Charity Emmitsburg Province; or (ii) any entity or owned or operated by, or otherwise affiliated with, any entity in the foregoing clause (i) (including, without limitation, Salesianum School, Inc., St. Edmond's Academy, Inc., and Archmere Academy, Inc.).

145. ~~129.~~ “Removed Cases” means all cases removed to the District Court pursuant to Bankruptcy Rule 9001 and 28 U.S.C. § 1452, or the terms of this Plan.

146. ~~130.~~ “Reorganization Assets” means, collectively, ~~the Restricted PIA Funds and all Assets of the Debtors which are not Plan Trust~~(i) those Unrestricted Assets the Debtor shall designate as Reorganization Assets (the aggregate value of which shall in no event

exceed \$3 million as of the Effective Date) in a Supplemental Plan Document. (ii) all Restricted Assets.

147. 131. “Reorganized Debtor” means Catholic Diocese of Wilmington, Inc., on and after the Effective Date.

148. 132. “Restricted Asset” means an Asset that is Assets” means, collectively, all Assets of the Debtor or the Estate that are subject to a legally enforceable restriction~~restrictions~~ requiring use or disposition of such Asset~~Assets~~ for a particular purpose and precluding use of such Asset~~Assets~~ for the Debtor’s general corporate purposes.

149. 133. “Restricted PIA Funds” means, collectively, the fractional interest~~equitable interests~~ in the Pooled Investment Account represented by the sub-funds on the Debtor’s books and records identified on the Statement of Financial Affairs on Line 14 – Restricted Funds.

150. 134. “S/A/P Claims” means, collectively, ~~misceellaneous~~ Secured Claims, Administrative Claims (including, without limitation, Professional Claims), Priority Claims, and Priority Tax Claims.

151. 135. “Scheduled” means, with respect to any Claim, that such Claim is listed on the Schedules.

152. 136. “Schedules” means the Debtor’s schedules of assets and liabilities filed with the clerk of the Bankruptcy Court pursuant to § 521(a) of the Bankruptcy Code and Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

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

138. “Settling Insurer” means any Insurer, to the extent it purchases Insurance Assets from the Debtor pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 9019 prior to the Effective Date, or for which a motion to effectuate such purchase is pending as of the Effective Date and is subsequently granted.

139. “Shared Insurance Policies” means, collectively, all right, title, and interest in and to any liability insurance policies under which the Debtor and any Non-Debtor Catholic Entity, or their respective predecessors, are or were co-insureds.

154. “Seton Villa Property” means the real property located at 800 Bellevue Road, Wilmington, Delaware.

155. “Settled Insurance Policy” means an Insurance Policy issued by a Settling Insurer, as may be described more particularly in a Supplemental Plan Document.

156. “Settlement Plan” means this Plan if the conditions for a Settlement Plan in Section 6.3 are met.

157. “Settling Insurers” means, collectively, Certain Underwriters at Lloyd’s, London; Granite State Insurance Company; The Insurance Company of Pennsylvania; Allianz S.p.A (as successor to Adriatic Insurance Company and Fireman’s Fund Insurance Company); Scottsdale Insurance Company; National Casualty Insurance Company; and the following indirect the following indirect subsidiaries of Hartford Financial Services Group, Inc.: First State Insurance Company, Nutmeg Insurance Company, and Twin City Fire Insurance Company.

158. “Settling Parties” means (i) the Non-Debtor Catholic Entities, and their respective predecessors and past, present, and future officials, members, subsidiaries, officers, trustees, employees, servants, volunteers, representatives, attorneys, merged or acquired companies or operations, and their successors and assigns, but excluding only the Perpetrators, and (ii) the Settling Insurers and their respective predecessors and successors, and their past, present, and future officials, shareholders, subsidiaries, parents, divisions, affiliates, members, officers, directors, employees, servants, volunteers, representatives, attorneys, merged or acquired companies or operations or assigns, but excluding only the Perpetrators.

159. “Special Arbitrator” has the meaning ascribed to it in Section 15.6.

160. 140. “Statement of Financial Affairs” means the Debtor’s statement of financial affairs filed with the clerk of the Bankruptcy Court pursuant to § 521(a) of the Bankruptcy Code, as the same may have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

161. “Substantive Consolidation Claims” means, collectively, any and all Causes of Action against any Non-Debtor Catholic Entity under the Bankruptcy Code and/or federal common law, which, if successful, would result in the substantive consolidation (whether partial or complete, deemed or actual) of such Non-Debtor Catholic Entity and/or the assets or liabilities of such Non-Debtor Catholic Entity with the Debtor and/or the Estate or liabilities of the Estate.

162. 141. “Superior Court” means the Superior Court of the State of Delaware.

142. “Special Arbitrator” means the disinterested person selected to arbitrate the liquidation and allowance of Claims pursuant to the Personal Injury Tort ADR Process.

143. “Special Mediator” means the disinterested person selected to mediate the liquidation and allowance of Claims pursuant to the Personal Injury Tort Litigation Process.

163. 144. "Supplemental Plan Documents" means, collectively, the documents included (or to be included) in the supplemental appendix to this Plan filed with the Bankruptcy Court at least ten (10) days prior to the Confirmation Hearing.

164. 145. "Survivors" means survivors of sexual abuse, including, but not limited to, holders of Allowed Personal Injury Tort Claims. Survivor" means an individual survivor of Abuse, whether or not such individual is the holder of an Allowed Survivor Claim.

165. "Survivor ADR Claim" means any Survivor Claim the holder of which elects treatment pursuant to Section 5.4.

166. "Survivor Claim" means (i) if this Plan is confirmed as a CDOW-Only Plan, any Claim related to or arising out of any and all acts or omissions that in any way arise out of, are based upon, or involve actual or alleged Abuse by a Person for whom the Debtor is or was legally responsible, or whom the Debtor failed to control, direct, train or supervise, or about whose acts and propensities the Debtor failed to warn, disclose or provide information, or (ii) if this Plan is confirmed as a Settlement Plan, any Claim related to or arising out of any and all acts or omissions that in any way arise out of, are based upon, or involve actual or alleged Abuse by a Person for whom the Debtor or any Non-Debtor Catholic Entity is or was legally responsible, or whom the Debtor or any Non-Debtor Catholic Entity failed to control, direct, train or supervise, or about whose acts and propensities the Debtor or any Non-Debtor Catholic Entity failed to warn, disclose or provide information. For the avoidance of doubt, a Survivor Claim includes (i) any Claim for payment or reimbursement for, or provision of, medical or psychological treatment, and (ii) if this Plan is confirmed as a Settlement Plan, any Claim against a Non-Debtor Catholic Entity that was previously liquidated by agreement, reduced to judgment, and/or is secured in whole or in part by a lien in property of any Non-Debtor Catholic Entity. This definition shall not constitute a waiver of any defense that would otherwise be available to the Debtor, the Plan Trust, or any Non-Debtor Catholic Entity under applicable law, and shall encompass any and all Survivor Claims that are Unknown Claims.

167. "Survivor Claims Arbitration Procedures" has the meaning ascribed to it in Section 5.4.

168. "Survivor Claims Arbitrator" has the meaning ascribed to it in Section 5.4.

169. "Survivor Claims Mediator" has the meaning ascribed to it in Section 5.5.

170. "Survivor Convenience Claim" means a Survivor Claim the holder of which elects treatment pursuant to Section 5.6.

171. "Survivor Litigation Claim" means a Survivor Claim the holder of which elects treatment pursuant to Section 5.5.

172. 146. "Third-Party Administrators" means the administrators of the Debtor's self-insured lay and clergy healthcare plans.

173. 147. "Third-Party Indemnity Claims" means all claims for indemnification asserted against the Debtor, whether asserted as cross-claims or third-party claims.

148. "Third Party Releasees" means (i) the Non Debtor Catholic Entities, and their respective predecessors and past, present, and future officials, members, subsidiaries, officers, trustees, employees, servants, volunteers, representatives, attorneys, merged or acquired companies or operations, and their successors and assigns, but excluding only the Perpetrators, and (ii) the Settling Insurers and their respective predecessors and successors, and their past, present, and future officials, shareholders, subsidiaries, parents, divisions, affiliates, members, officers, directors, employees, servants, volunteers, representatives, attorneys, merged or acquired companies or operations or assigns, but excluding only the Perpetrators.

149. "Third Party Release Consideration" means, collectively, (i) the Cash or other property having a value not less than \$4.7 million (such value being determined by order of the Bankruptcy Court, after notice and a hearing), to be paid by the Non Debtor Catholic Entities in consideration for, and conditioned upon, treatment as Third Party Releasee under Section 14.3 of this Plan, and (ii) the Non Debtor Catholic Entities' interest, in any, in any Shared Insurance Policies, and (iii) the Parish Corporations' right, title, and interest in any Parish Only Policies.

174. 150. "Treasury Regulations" means 31 C.F.R. §§ 900 *et seq.*

175. 151. "Undisputed Restricted PIA Funds" means, collectively, any Restricted PIA Funds which are not the subject of a *bona fide* dispute as of the Confirmation Date Disputed Restricted PIA Funds.

176. 152. "Unimpaired" means, with respect to a Class of Claims, that such Class is not Impaired.

177. 153. "Unknown Claim" means a Claim arising prior to the Effective Date, for which no Proof of Claim or request for payment of an Administrative Claim is filed prior to the applicable bar date.

154. "Unknown Tort Claim" means a Personal Injury Tort Claim arising from any act or omission of the Debtor or any Non Debtor Catholic Entity prior to the Effective Date causing injury to the claimant, but for which no Proof of Claim or request for payment of an Administrative Claim is filed prior to the applicable bar date.

178. 155. "Unknown Claimant" means any holder of an Unknown Claim or Unknown Tort Claim.

179. 156. "Unrestricted Asset" means an Asset of the Estate that is not subject to any legally enforceable restriction requiring use or disposition of such Asset for a particular purpose and precluding use of such Asset for the Debtor's general corporate purposes.

157.

180. "Unrestricted PIA Funds" means, collectively, (i) the fractional equitable interests in the Pooled Investment Account represented by sub-funds F0010, F0050, F0060, F0080, F0120, and F0180 in the Debtor's books and records, (ii) if this Plan is confirmed as a CDOw-Only Plan, then subject to Sections 10.4, 10.5, and 10.6, the Estate's interest, if any, in the Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, and the Lay Pension Fund, and (iii) to the extent the IBNR Reserves are maintained in the Pooled Investment Account, the Plan Trust's residual interest in the IBNR Reserves pursuant to Section 15.4.

181. "Unsecured Claims" means all Claims that are not Administrative Claims, Priority Tax Claims, Priority Claims, or Secured other than S/A/P Claims.

182. 158. "U.S. Trustee" means the Office of the United States Trustee for the District of Delaware.

183. 159. "Voting Deadline" means the deadline established by the Bankruptcy Court by which a holder of a claim must execute and deliver its Ballot to the Debtor in order to cast a vote to accept or reject this Plan.

184. "Wilmington Trust Claim" means the Claim of Wilmington Trust Company arising under the DEDA Loan Agreement.

160.

EXHIBIT B

DISPUTED NON-DEBTOR PIA FUNDS
(Balances as of October 20, 2009)

Sub-Fund #	Amount
F0545	16,006.06
F0550	1,222,517.19
F0560	73,136.44
F0565	426,379.16
F0570	163,174.90
F0592	109,275.05
F0600	526.43
F0620	3,193.87
F0640	337,521.64
F0650	21,335.23
F0655	87,381.82
F0660	83,379.08
F0670	252,025.90
F0680	96,094.52
F0690	137,108.49
F0700	88,101.91
F0710	10,866.57
F1080	108,037.61
F1090	56,664.91
F1230	33,124.82
F1240	46,321.88
F1250	5,003.52
F1260	125,719.48
F1270	182,895.68
F1280	91,447.74
F0720	43,068,870.77
F0745	763,765.01
F0750	30,589.22
F0760	169,295.35
F0770	1,665,690.03
F0775	50,062.86
F0780	92,355.32
F0790	53,442.18
F0800	3,435,463.87
F0810	20,712.83
F0820	3,714,800.31
F0830	4,354,390.55
F0840	4,937,344.37
F0842	1,507.06
F0843	24,790.19
F0844	3,120.61
F0845	1,873.21
F0846	3,851.46
F0847	1,800.17
F0848	8,570.81
F0849	1,545.15
F0850	2,232,403.58
F0860	43,803.34
F0870	449,961.15
F0880	147,348.52
F0890	618,076.56
F0891	1,218,875.29
F0892	570,460.08
F0900	9,999.11
F0910	107,429.42
F0920	99,768.54
F0930	101,451.37
F1130	394,254.27
F1140	185,270.12
F1150	316,763.39
F1160	297,660.79
F1170	48,705.43
F1180	1,537,182.02
F1190	39,309.39
F1200	1,173,083.07
TOTAL	75,772,886.67

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Insertion

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Moved to

Style change

Format change

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Inserted cell

Deleted cell

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Moved to	10
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