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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ALASKA

CATHOLIC BISHOP OF NORTHERN)	Case No. 08-00110-DMD
ALASKA, an Alaska religious corporation)	
sole,)	(Chapter 11)
)	
Debtor.)	
)	
)	
)	
)	
)	

**DEBTOR'S SECOND AND THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS' THIRD AMENDED AND RESTATED JOINT PLAN OF
REORGANIZATION FOR THE CATHOLIC BISHOP OF NORTHERN ALASKA**

~~October 26,~~ December 16, 2009

Fairbanks, Alaska

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ARTICLE 1
INTRODUCTION

The Catholic Bishop of Northern Alaska, an Alaska religious corporation sole (~~"Debtor"~~ or "~~CBNA~~"), the Debtor and ~~Debtor~~debtor-in-Possession in the above-captioned Chapter 11 reorganization case (~~the "Reorganization Case"~~), proposes, and the Official Committee of Unsecured Creditors, propose the following ~~Second~~Third Amended and Restated Joint Plan of Reorganization (~~the "Plan"~~) pursuant to the provisions of Chapter 11 of the Bankruptcy Code. For purposes hereof, any term used in an initially capitalized form in the Plan will have the defined meaning ascribed to it in either Bankruptcy Code § 101 or Article 2 hereof unless the context otherwise requires.

ALL CREDITORS ARE ENCOURAGED TO CONSULT THE DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. AMONG OTHER INFORMATION, THE DISCLOSURE STATEMENT CONTAINS DISCUSSIONS OF THE DEBTOR, THE HISTORICAL BACKGROUND OF THE REORGANIZATION CASE AND THE PREPETITION PERIOD, THE PROJECTIONS GERMANE TO THE PLAN AND THE POST-CONFIRMATION OPERATIONS OF THE DEBTOR AND THE REORGANIZED DEBTOR, AND A SUMMARY AND ANALYSIS OF THE PLAN. NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT OR BY THE BANKRUPTCY CODE FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE PLAN.

The Court has scheduled the Confirmation Hearing on _____, 2000 January
25 and 26, 2010.

ARTICLE 2

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DEFINITIONS

2.1 Scope Of Definitions. For purposes of the Plan, and except as expressly provided otherwise herein or unless the context otherwise requires, all of the defined terms stated in Article 2 will have the meanings hereinafter stated. For purposes of the Plan and such defined terms, the singular and plural uses of such defined terms and the conjunctive and disjunctive uses thereof will be fungible and interchangeable (unless the context otherwise requires); and the defined terms will include masculine, feminine, and neuter genders. The words "hereof," "hereto," "herein," and "hereunder" and words of similar import, when used in the Plan, will refer to the Plan as a whole. The defined terms stated in Article 2 also are substantive terms of the Plan, and Article 2 will be deemed incorporated throughout the rest of the Plan to convey the substantive provisions included in the defined terms. Any term used in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules. Unless otherwise specified, all section, article, and exhibit references in the Plan are to the respective section in, article of, or exhibit to the Plan, as the same may be amended, waived, or modified from time to time. The headings and captions of the Plan (including the headings of the defined terms), are for convenience of reference only and will not limit or otherwise affect the provisions hereof. Accordingly, the defined terms are as follows:

2.2 Administrative Claim. ~~Means:~~ means (a) every cost or expense of administration of the Reorganization Case which is allowable pursuant to Bankruptcy Code § 503, including any actual and necessary postpetition expenses of preserving the Estate; (b) any actual and necessary postpetition expenses of operating CBNA; (c) all Professional Charges approved by the Bankruptcy Court pursuant to interim and final allowances in accordance with Bankruptcy Code §§ 330, 331, and 503(b); (d) every Property Tax Administrative Claim; and (e) all fees and charges assessed against the Estate under Chapter 123 of Title 28, United States Code.

2.3 Administrative Claims Bar Date means the deadline for holders of Administrative Claims to file motions to allow administrative claims and the deadline for the Debtor's Professionals, the Committee's Professionals, the Future Claims Representative and the Future Claims Representative Professionals to file final fee applications and will occur forty-five (45) days after the Confirmation Date, unless any such requirement for filing final fee applications is waived pursuant to Court order.

2.4 ~~2.3 Allowed Claim.~~ Means means with respect to any Claim or Administrative Claim that ~~has been allowed~~ allowance for purposes of distribution pursuant to ~~11 U.S.C. Bankruptcy Code §§ 502, and 502 or 503.~~ A Claim or Administrative Claim may become an Allowed Claim by operation of law if it was scheduled in a liquidated amount and not disputed, or if a Proof of Claim was timely filed and was not objected to prior to the Claim Objection Deadline. A Claim or Administrative Claim may also become an Allowed Claim pursuant to the terms of the Plan or by a Final Order entered on an objection to a ~~proof~~ Proof of ~~claim~~ Claim or on an application for administrative expense; estimated Claims that are ~~allowed~~ Allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court, will not be considered an Allowed Claims hereunder. No Disputed Claim will become an Allowed Claim unless and until all such matters are resolved or adjudicated fully and finally and a Final Order has been entered.

~~2.4 Administrative Claims Bar Date. Means the deadline for holders of Administrative Claims to file motions to allow administrative claims and the deadline for the Debtor's Professionals and the Committee's Professionals to file final fee applications and will occur forty five (45) days after the Confirmation Date.~~

2.5 Annuities. ~~Means~~ means the gifts made to CBNA by various donors for charitable gift annuities, in exchange for which such donors are receiving certain fixed payments during their lives or the ~~lives~~ life of another person, the payments for which were fixed at the date of the gift based on actuarial tables of the donor's life expectancy and uniform gift annuity rates.

2.6 Annuity Secured Claims. ~~Means means~~ the right of the holders of the Annuities to receive the monthly payments provided for in the agreement between CBNA and such annuitant.

2.7 Arbitration Award. ~~Means means~~ the decision of the Special Arbitrator in the binding arbitration procedure described in Article ~~17~~18 below, setting forth the ~~reasonable settlement amount as to each Settling Tort Claim, and further setting forth the Special Arbitrator's allocation of the settlement amount between cash and an assignment of the Debtor's claims against Breaching Insurers as a result of the Settling Tort Claim under *Great Divide Insurance Co. v. Carpenter*, 79 P.3d 599 (Alaska 2003).~~ of each Allowed Settling Tort Claim.

2.8 Assets. ~~Means means~~ each and every item of property and interest of the Debtor therein, as of the Effective Date, for which CBNA owns the legal and equitable title, which is part of the temporal goods of the Diocese as a juridic person, and which is property of the Estate under ~~11 U.S.C.~~Bankruptcy Code § 541, whether tangible or intangible, legal or equitable, liquidated or unliquidated, and includes without limitation: (a) all Cash; (b) all Retained Claims (~~wherein the Debtor owns more than bare legal title~~); (c) any and all amounts owed to the Debtor, including accounts receivable and contract rights, whether due prior or subsequent to the Petition Date; (d) any other right, claim, cause of action, or defense, whether arising by statute or common law, and whether arising under the laws of the United States, other countries, or applicable state or local law, including, but not limited to, all Insurance Actions; (e) all of the Debtor's books, records, and privileges; (f) all contracts, agreements, licenses, and leases; and (g) any other property of the Debtor.

2.9 Avoidance Actions means all actions pursuant to Bankruptcy Code §§ 544, 547, 548, 549 and 550 and any other actions provided for under applicable law, that allow a debtor, a trustee or a debtor in possession to, among other things, avoid certain transfers.

2.10 ~~2.9~~ Ballot. ~~Means means~~ the ballot accompanying the Plan and Disclosure Statement which will be sent to all Creditors entitled to vote on the Plan, on which such

Creditors will indicate their vote to accept or reject the Plan, and pursuant to which any Tort Claimant will make the election to opt out of the Settlement Trust and into the Litigation Trust. The Ballot treatment of his or her Tort Claim as a Settling Tort Claim and into treatment as a Litigation Tort Claim or a Convenience Tort Claim. There will be separate ballots for Tort Claimants and for other Creditors. The Ballots, to the extent necessary, will be approved by the Bankruptcy Court.

2.11 ~~2.10~~ Bankruptcy Code. Means means Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., including any amendments thereto, which is in effect during the Reorganization Case.

2.12 ~~2.11~~ Bankruptcy Court or Court. These terms are completely synonymous and interchangeable and will refer to and mean the United States Bankruptcy Court for the District of Alaska, or such other court which exercises jurisdiction over part or all of the Reorganization Case, to the extent that the reference of part or all of the Reorganization Case is withdrawn.

2.13 ~~2.12~~ Bankruptcy Rules. Means means the Federal Rules of Bankruptcy Procedure promulgated under Title 28, United States Code, § 2075, including any amendments thereto, as they may be amended from time to time during the Reorganization Case.

2.14 ~~2.13~~ Bar Date. Means means December 2, 2008, the date established by the Court in the Bar Date Order as the date by which a Claim must be evidenced by the filing of a Proof of Claim with the Bankruptcy Court, but excludes the phrase "Administrative Claims Bar Date."

2.15 ~~2.14~~ Bar Date Order. Means means the "Order Granting Debtor's Motion for an Order Fixing Time For Filing Proofs Of Claim; Approving Claim Forms; and Approving Manner and Form of Notice", entered May 30, 2008 [Docket #180] which, among other things, set the Bar Date and approved the Proof of Claim form to be used by Tort Claimants.

~~2.15 Breaching Insurers. Means Catholic Mutual Relief Society of America, and Travelers Casualty and Surety Company formerly known as Aetna Casualty and Surety~~

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~~Company, and any other Insurance Company that breaches its obligation to defend or indemnify the Debtor under its Insurance Policies with the Debtor.~~

2.16 Binding Arbitration Process means the process through which the Claims of Settling Tort Claimants will be liquidated as described in Section 18.1 of the Plan.

2.17 Bishop means the Reverend Donald J. Kettler, or such other individual who may in the future become the acting Diocesan Bishop of CBNA during the term of the Plan.

2.18 ~~2.16 Business Day.~~ Means means every day except Saturdays, Sundays, federal holidays, Catholic holidays recognized and observed by CBNA, and Alaska holidays observed by the Bankruptcy Court.

2.19 ~~2.17 Canon Law.~~ Means means the Code of Canon Law applicable to the Roman Catholic Church which is, for the most part: (i) a set of norms created to bring order to the life of the ecclesial community; (ii) articulated and promulgated by those who are entrusted with the community's care; and (iii) to serve the common good, thus imposing obligations and establishing legal bonds from which certain rights, duties and interests flow.

2.20 ~~2.18 Cash.~~ Means means cash, cash equivalents, bank deposits, and negotiable instruments payable on demand.

2.21 ~~2.19 CBNA Real Property.~~ Means means the real property owned by CBNA, which is identified in the attached Exhibit "A," and which is available as security for financing or for sale, the proceeds of which will be paid by CBNA to the Fund: "

- (a) — which CBNA owns in fee simple;
- (b) — for which the CBNA owns the legal and equitable title;
- (c) — which is part of the temporal goods of the Diocese as a juridic person;
- (d) — which CBNA is not holding in trust for any other Person;
- (e) — which is not subject to a restriction as to use;

~~(f) — which CBNA is selling or encumbering, the proceeds of which will be contributed to the Fund;~~

~~(g) — which CBNA has determined is either (i) not necessary for the continued mission and ministry of the Diocese or (ii) that is nevertheless being contributed to compensate Tort Claimants, and Future Tort Claimants; and~~

~~(h) — which is not Parish Real Property.~~

2.22 ~~2.20~~ Channeled Claims. Means means the Tort Claims of Tort Claimants, and Future Tort Claimants against the Settling Parties or the Released Parties which are channeled to and satisfied pursuant to the Plan out of the Settlement Trust or the Litigation Trust.

2.23 ~~2.21~~ Chapter 11 Professionals. Means means the Debtor's Professionals and the Committee's Professionals, and the Future Claims Representative Professionals wherever they are referred to collectively in the Plan.

2.24 Claim Allowance Agreement means an agreement between CBNA and a Tort Claimant, which is entered into prior to the Effective Date and approved by the Bankruptcy Court as reasonable under Bankruptcy Rule 9019, whereby CBNA and such Tort Claimant agree to Allow a Tort Claim at a certain amount.

2.25 ~~2.22~~ Claim Objection Deadline. Means means the date by which any objections to Claims other than Tort Claim or Future Tort Claims, if not previously Allowed, must be filed which, unless any earlier time is fixed by order of the Bankruptcy Court, and, as to which, subject to amendment rights and the relation back of amendments under applicable federal or state procedural rules, any objection to the allowance of any Claim and the assertion of any defense, setoff, counterclaim, recoupment, or other adverse claim of any kind of the Debtor or the Reorganized Debtor, must be filed on or before the first Business Day which is one hundred eighty (180) days after the Effective Date.

~~2.26~~ ~~2.23~~ Claim Payment Date.— Means means the date which is ten (10) Business Days after a Claim becomes an Allowed Claim by a Final Order if such Claim is not an Allowed Claim on the Effective Date.

~~2.27~~ ~~2.24~~ Class.— Means means each of the classifications of Claims described in Article 4 of the Plan.

~~2.28~~ ~~2.25~~ Co-Defendants.— Means means the entities and individuals who are co-defendants with CBNA in the various state court actions or against whom ~~informal~~ Tort Claims have been might be asserted by a Tort Claimant.

~~2.29~~ ~~2.26~~ Committee.— Means means the Official Committee of Unsecured Creditors appointed by the United States Trustee on March 31, 2008.

~~2.30~~ ~~2.27~~ Committee's Professionals. means:

The law firm of Pachulski, Stang, Ziehl & Jones, LLP;

The law firm of Manly & Stewart;

The law firm of David Bundy, P.C.;

The financial consulting firm of J. H. Cohn, LLP;

The consulting firm of Morrow & Hensel; and

Any and all other similar professionals which the Committee retains to assist in the conduct of the Reorganization Case or to provide professional services for a specified purpose, all in accordance with Bankruptcy Code §§ 327(a) and 327(e).

~~2.31~~ ~~2.28~~ Confirmation Date.— Means means the date on which the Bankruptcy Court enters the Confirmation Order on the Court's docket.

~~2.32~~ ~~2.29~~ Confirmation Hearing.— Means means the hearing held by the Bankruptcy Court regarding confirmation of the Plan, as such may be continued from time to time.

~~2.33~~ ~~2.30~~ Confirmation Order.— Means means the order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code §1129 and which will, among other things:

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(a) provide that the settlement provisions and other provisions in the Plan and the Settlement Trust are binding on all Settling Tort Claimants;

~~(b) provide, (if applicable) that, pursuant to the reasoned judgment of the Future Claims Representative, all Future Tort Claims will be heard and determined by the Special Arbitrator in accordance with the provisions of the Plan;~~

(b) ~~(e)~~ provide that all Future Tort Claimants, whether or not they file a Proof of Claim or a Future Tort Claim Proof of Claim, are bound by the provisions of the Plan;

(c) ~~(d)~~ approve and provide for the implementation of the ~~other~~ Plan Documents;

(d) ~~(e)~~ approve and incorporate the Settlement Trust Agreement ~~and the Litigation Trust Agreement, if any,~~ as part of the Plan;

(e) ~~(f)~~ approve, pursuant to the Plan, CBNA's settlement with the ~~Parishes and the CTNA under the Plan~~ Parish Churches, Monroe Foundation and the CTNA as set forth in the Parish Settlement Agreement and the Monroe Foundation Settlement Agreement;

(f) provide that from and after the Effective Date, no action may be commenced or continued against CBNA;

(g) approve the Asset sale to the Endowment upon the terms and conditions set forth in the agreement between the Endowment and CBNA and as set forth in the Plan and the Disclosure Statement;

(h) approve the sale of the Pilgrim Springs Property to the high bidder at the Pilgrim Springs Auction pursuant to the order approving the Pilgrim Springs sale procedures;

(i) ~~dismiss the adversary proceedings pending under adversary numbers 09-90025 and 09-90026; provide that any and all actions against Parish Churches' property, including but not limited to *Official Committee of Unsecured Creditors v. Catholic Trust of Northern Alaska, et. al.*, Adversary No. 09-90025-DMD and *Official Committee of Unsecured Creditors v. Catholic Bishop of Northern Alaska, et. al.*, Adversary No. 09-90026-DMD, are dismissed with prejudice;~~

(j) effect the release and discharge of certain Claims and the injunction against prosecution of the released Claims or Channeled Claims by any Creditors or parties in interest against Released Parties, Settling Parties, CBNA and any others described in Article ~~20~~21 of the Plan, and provide for the channeling injunction with respect to Claims against Released Parties, Claims against Settling Parties and Claims against others as set forth in Sections 21.3 and 21.5 of the Plan;

(k) approve the amendments to the Endowment provided for in Article 25 of the Plan; and

(l) contain such other terms and provisions as are acceptable to CBNA ~~and the Committee in their~~ sole discretion.

2.34 Continental means that certain corporation organized and existing under the laws of South Carolina, with its principal place of business in Chicago, Illinois, known as Continental Insurance Company and any and all of its affiliates including CNA Financial Corporation, which is an authorized insurer in the State of Alaska, and which CBNA alleges issued primary liability insurance policies in the period between 1974 and 1979, which was the subject of Adversary No. 08-90033 before the Bankruptcy Court.

2.35 ~~2.31 Continental Insurance Company Claims. Means~~ means any and all Claims held by Continental Insurance Company against the Debtor, including, but not limited to, any

and all ~~claims~~Claims for reimbursement of defense costs, damages, attorneys' fees or costs, directly or indirectly relating to the Bankruptcy Court's order granting summary judgment to Continental Insurance Company in adversary no. 08-90033. in Adversary No. 08-90033 and Claim No. 25 filed by Continental.

2.36 ~~2.32-Contingent.~~ Means means, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

2.37 ~~2.33-Contribution Actions.~~ Means means any actions commenced or which may be commenced against any Person against whom CBNA asserts a Contribution Claim.

2.38 ~~2.34-Contribution Claims.~~ Means means any rights or claims of CBNA for indemnification ~~or~~, contribution or fault allocation against any Person who is or may be liable to CBNA or any Person on account of any Claims which are or may be asserted against CBNA.

2.39 Convenience Tort Claim means a Tort Claim that will be Allowed and paid \$2,500 Cash as full and final compensation and satisfaction of the Tort Claim of the Settling Tort Claimant and will be subject to each and every release and injunctive provision of the Plan.

2.40 Convenience Tort Claimant means a holder of a Tort Claim who has elected to have his or her Tort Claim treated as a Convenience Tort Claim as full and final compensation for his or her Tort Claim, which will be discharged and subject to each and every release and injunctive provision of the Plan. A Tort Claimant may elect treatment as a Convenience Tort Claimant either by affirmative election on his or her Ballot or be deemed to elect treatment as a Convenience Tort Claimant by failing to timely take certain actions under the Litigation Protocol or the Binding Arbitration Process.

2.41 ~~2.35-CTNA.~~ Means means the Catholic Trust of Northern Alaska.

2.42 Custom Questionnaire means the questionnaire for use by the Special Arbitrator in the Binding Arbitration Process that may be requested by a Great Divide Candidate Insurer no later than thirty (30) days after service of a completed Uniform Questionnaire.

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~~2.43 2.36 Debtor or CBNA.~~ These terms (which are completely synonymous and interchangeable), will refer to and mean means the Catholic Bishop of Northern Alaska, an Alaska religious corporation sole, in all of its civil law capacities, including, but not limited to: (a) the Estate of CBNA and (b) CBNA as the representative of the Estate. The terms Debtor and CBNA which are completely synonymous and interchangeable.

~~2.44 2.37 Debtor's Professionals.~~ Means means:

The law firm of Quarles & Brady, LLP;

The law firm of Dorsey & Whitney, LLP;

The law firm of Cook, Schuhmann & Groseclose, Inc.;

The accounting and financial consulting firm of Keegan, Linscott & Kenon, P.C.;

The aircraft brokerage Northern Aircraft, Inc.;

The real estate firm of Robert Fox Realty, L.L.C.;

The geothermal consultant Gerald W. Hutterer of the firm of Geothermal Management Company, Inc.; and

~~Anyany~~ and all other similar professionals which the Debtor or the Reorganized Debtor retains to assist in the conduct of the Reorganization Case or to provide professional services for a specified purpose, all in accordance with Bankruptcy Code §§ 327(a) and 327(e).

~~2.45 2.38 Diocese.~~ Means means the canonical entity encompassing the territory of the Diocese of Fairbanks subject to the jurisdiction of the Bishop and through which the Bishop carries out his canonical duties in accordance with ~~the Code of Canon Law.~~

~~2.46 2.39 Diocesan Bishop.~~ Means means, as provided in the Endowment Documents and pursuant to Canon Law, a title of the person within the Roman Catholic Church ~~designating the Bishop who is~~ appointed by the Vatican See and designated as the Bishop who is to govern the Diocese and care for its people, with the cooperation and assistance of other Catholics, clerics and laity ~~and.~~ The term "Diocesan Bishop" does not mean or include the Bishop acting in his civil capacity as the sole director of CBNA.

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~~2.47~~ ~~2.40~~ Disallowed.—~~This term means~~, when referring to a Claim, ~~means~~ a Claim or any portion of a Claim which has been disallowed or expunged by a Final Order.

~~2.48~~ ~~2.41~~ Disclosure Statement.—~~Means means~~ the Third Amended and Restated Disclosure Statement presented by CBNA with respect to the Plan, including, but not limited to, any restatements, amendments, modifications, and additional disclosures (if any) provided by CBNA to comply with Bankruptcy Code § 1127 or orders of the Bankruptcy Court, and which ~~has been~~ was conditionally approved by the Bankruptcy Court on December, 2009.

~~2.49~~ ~~2.42~~ Disputed Claim.—~~Means means~~ every Claim, or portion thereof, which is subject to any defense, setoff, counterclaim, recoupment, or other adverse claim of any kind of the Debtor or the Reorganized Debtor, or to which an objection (formal or informal) has been made and which has not yet been Disallowed or which has not become an Allowed Claim, in either case, pursuant to a Final Order.

~~2.50~~ ~~2.43~~ Disputed Claims Reserve.—~~Means means~~ the reserve to be established on the Effective Date (and, thereafter, to be maintained as necessary) to hold in one or more segregated accounts, Cash or other Assets equal to the aggregate amounts thereof, that would have been distributed on an applicable Claim Payment Date on account of a Disputed Claim. In establishing the Disputed Claims Reserve on the Effective Date, all Disputed Claims may be estimated by the Reorganized Debtor at an amount equal to (a) such lesser amount that is agreed to by the holder of such Claim, (b) the amount claimed if the Court has not made an estimation of such Claim or the holder of such Claim has not agreed to a lesser amount, or (c) the amount, if any, determined by the Court by Final Order pursuant to Bankruptcy Code § 502(c), as an estimate for distribution purposes. In any event, the Estimated Amount will be the maximum amount of the Claim for distribution purposes under the Plan. The Disputed Claims Reserve may be adjusted from time to time after the Effective Date by the Reorganized Debtor, after taking into account the anticipated recovery fraction which has been or is anticipated to be paid to the holders of Allowed Claims, after giving effect to the amount of the Disputed Claims as

determined pursuant to this provision. The Disputed Claims Reserve will not apply to the Settlement Trust and/or the Litigation Trust (or the Litigation Reserve), each of which will be governed by the terms of the Settlement Trust Agreement ~~and~~, the Litigation Trust Agreement, respectively or the terms of the Litigation Reserve.

2.51 ~~2.44~~ District Court. ~~Means means~~ the United States District Court, District of Alaska.

2.52 ~~2.45~~ Effective Date. ~~Means means~~ the first Business Day which is ~~sixtytwenty~~ (60) days after ~~all conditions to the effectiveness of the Plan specified in Section 20.1 have been satisfied or waived by CBNA.~~ 20) days after entry of a final Confirmation Order in form and substance satisfactory to the Committee and the Debtor in their sole discretion, unless the Confirmation Order is stayed or enjoined by the Bankruptcy Court, the District Court or another appellate court.

2.53 ~~2.46~~ Endowment. ~~Means means~~ the collection of ~~endowments~~ endowment funds held in charitable ~~trust~~ trusts by CBNA and called The DONATE Fund that was established in 1980 to enable individuals, families, and others to support the future needs of the Diocese, the Parishes, schools, Monroe Foundation, agencies and programs within the Diocese, ~~and~~ the investment return from which is used to support the specific programs for which the applicable Endowment was created.

2.54 ~~2.47~~ Endowment Documents. ~~Means means~~ all documents creating, governing or pertaining to the Endowment.

2.55 ~~2.48~~ Estate. ~~Means means~~ the bankruptcy estate of CBNA created under Bankruptcy Code § 541.

2.56 ~~2.49~~ Estimated Amount. ~~Means means~~ the maximum amount at which the Court or the District Court, pursuant to Bankruptcy Code § 502(c), at the request of CBNA or any other party with standing, estimates any Claim or Class of Claims against the Debtor that is contingent, unliquidated or disputed, ~~including, without limitation,~~ but excluding any Tort Claim, or any

~~Future Tort Claim or any Other Tort and Employee Claim or Class thereof~~ for the purpose of: (a) allowance (for estimation purposes only); (b) distribution; (c) confirming the Plan pursuant to Bankruptcy Code § 1129; (d) voting to accept or reject the Plan pursuant to Bankruptcy Code § 1126 and Bankruptcy Rule 3018(a); or (e) any other proper purpose. ~~Notwithstanding the foregoing, any such estimation may include assigning points or values to a particular Class for purposes of: (a) allowance (for estimation purposes only); and (b) determining votes to accept or reject~~The Debtor and the Committee will seek an order of the Bankruptcy Court providing that Tort Claims will be estimated at \$1.00 per Claim solely for purposes of voting on the Plan. Such estimation of a Claim, including a Tort Claim, for purposes of voting on the Plan will not establish the valuation of the Claim, including a Tort Claim, or Class of Claims for distribution purposes.

2.57 ~~2.50-Excluded Property.~~ Means means any real and personal property that is excluded from the Plan because:

- (a) it is not property of the Estate pursuant to Bankruptcy Code § 541;
- (b) it is critical to the continued ministry and mission of the Diocese and CBNA; or
- (c) it is excluded under the Religious Freedom Restoration Act.

Notwithstanding the foregoing, and except for property which is not property of the Estate, CBNA, in its sole discretion, may, but will not be required to, elect to utilize some of the property which is either critical to the ministry and mission of the Diocese and CBNA or excluded under the Religious Freedom Restoration Act, in order to implement the Plan.

2.58 ~~2.51-Executory Contract.~~ Means means every unexpired lease and other contract which is subject to being assumed or rejected by the Debtor under Bankruptcy Code § 365, pursuant to the Plan or pursuant to separate motion.

2.59 ~~2.52-Final Order.~~ Means means any judgment or order of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari,

or move for reargument or rehearing has expired, and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing will then be pending, or as to which any right to appeal, petition for certiorari, reargue or rehear will have been waived in writing, in form and substance satisfactory to the Debtor or ~~the Reorganized Debtor~~, in the case of the Confirmation Order, satisfactory to the Debtor and the Committee, or, on and after the Effective Date, in form and substance satisfactory to the Reorganized Debtor and as to the Litigation Trust, if any, and as to the Litigation Settlement Trust, the Settlement Trustee, or in the event that an appeal, writ of certiorari, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other court of competent jurisdiction will have been determined by the highest court to which such order was appealed, or certiorari, reargument or rehearing will have been denied, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing will have expired provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be filed with respect to such order or judgment, will not cause such order or judgment not to be a Final Order.

2.60 ~~2.53 Fund.~~ Means means the fund to be established by CBNA which will be used to fund: (i) Allowed Administrative Claims; (ii) the Insurance ~~Action~~ Actions; (iii) the Settlement Trust; and (iv) ~~the Future Claims Reserve~~; and (v) ~~if necessary, the Litigation Trust or the Litigation Reserve~~. The Fund will consist of all of the following:

(a) On the Effective Date or on the date provided for in the Plan, the net proceeds from the sale of the CBNA Real Property ~~to the extent such CBNA Real Property is to be sold pursuant to the Plan or, if all of the CBNA Real Property has not been sold or proceeds received by the Effective Date, then the net proceeds that have been received by CBNA on,~~ including the proceeds from the sale of Assets to the Endowment, but not less than \$9.8 million Cash as of the Effective Date;

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~~(b) The net proceeds from the sale of CBNA Real Property that is to be sold under the Plan, to the extent such property is sold after the Effective Date;~~

~~(c) On the Effective Date, the net proceeds of the sale of Assets to the Endowment;~~

~~(d) On the Effective Date, the~~ The net proceeds of the Pilgrim Springs Auction, including any amounts in excess of the Endowments opening bid of \$1.850 million;

~~(e) On the Effective Date, any amount remaining from the Great Falls Loan or any other debtor in possession financing obtained during the pendency of the Reorganization Case;~~

~~(c)~~ ~~(f)~~ Payments from the Participating Third Parties;

~~(g) Settlement Contributions, including the proceeds from CBNA's settlement with the Parishes and the CTNA;~~

~~(d)~~ Proceeds from the Special Appeal;

~~(e)~~ Proceeds from the Parish Settlement and Monroe Foundation Settlement;

~~(f)~~ ~~(h)~~ Payments from the Settling Insurers;

~~(i) Net proceeds from Insurance Action Recoveries unless the Insurance Actions are assigned to the Settlement Trust Trustee;~~

~~(j) The Jesuit Contribution Claims, subject to the setoff provided for in Sections 10.1 and 10.2 below; and~~

~~(g)~~ ~~(k)~~ Any net recoveries from Contributions Claims.

2.61 2.54 Future Claims Representative. The term will refer to and mean means

Michael Murphy, the person appointed by the Bankruptcy Court to act as the Future Claims Representative pursuant to "Order Approving Joint Nomination of Future Claims Representative" entered January 15, 2009 [Docket No. 341] and "Order Approving Future

Claims Representative's Application For Order Authorizing And Approving The Employment of AlixPartnersAlix Partners, LLC" entered March 27, 2009 [Docket No. 416]. The Future Claims Representative represents the interests of the Future Tort Claimants and has employed his affiliate, Alix Partners, LLC, as his advisor.

2.62 Future Claims Representative's Professionals means the financial consulting and advisory firm of Alix Partners, LLC; and any and all other professionals which the Future Claims Representative retains or employs to assist or advise in the conduct of the Reorganization Case or to provide professional services for a specified purpose, including attorneys or law firms, if retained by the Future Claims Representative, all in accordance with Bankruptcy Code §§ 327(a) and 327(e).

2.63 ~~2.55 Future Claims Reserve.~~ Means means the reserve to be established on the Effective Date from the Fund or such later date when funds from the Fund become available pursuant to the termsSection 13.2 of the Plan (and, thereafter, to be maintained as necessary) by the Settlement Trust Trustee (unless the Future Claims Representative elects to have Future Tort Claims heard and determined in accordance with the Litigation Protocol)Trustee to hold, in one or more segregated accounts, Cash or other Assets in an amount to be determined among CBNA, the Committee and the Future Claims Representative prior to the hearing on the Disclosure Statementapproved by the Court in the Confirmation Order. The Future Claims Reserve will not be funded from the first \$9.8 Million transferred from the Fund to the Settlement Trustee. The Future Claims Reserve will be funded from the first monies received by the Settlement Trustee (borne by the Settlement Trust and the Litigation Trust, if any, on a pro rata basis) and will not exceed ten percent (10%) of the total amounts transferred to the Settlement Trustee. Any Future Tort Claims that are Allowed will be paid out of the Future Claims Reserve regardless of whether the Future Claims Representative opts out of the Settlement Trust. Tort Claimant elects the Future Tort Claim Settlement Process or the Future Tort Claim Litigation Process.

2.64 Future Tort Claim Litigation Process means the procedure for liquidating and Allowing or Disallowing a Future Tort Claim of a Future Tort Claimant who has opted to litigate his or her Future Tort Claim in accordance with the procedures described in Section 13.6(d) of the Plan.

2.65 Future Tort Claim Proof of Claim means the proof of claim in the form to be developed and furnished by the Special Arbitrator to a Future Tort Claimant pursuant to Section 13.6 of the Plan and which includes a release of any and all claims against the Debtor, the Reorganized Debtor, the Settlement Trustee and any Participating Third Party or Settling Party in the form developed by the Special Arbitrator.

2.66 Future Tort Claim Settlement Process means the procedure for liquidating and Allowing or Disallowing a Future Tort Claim of a Future Tort Claimant whose Future Tort Claim is liquidated and Allowed or Disallowed pursuant to Section 13.6(c) of the Plan.

2.67 ~~2.56-Future Tort Claimant-~~ Means means an individual who has, or contends he or she has, a Future Tort Claim.

2.68 ~~2.57-Future Tort Claims-~~ Means means all Tort Claims that:

(a) ~~Are~~ are neither timely filed nor deemed to be timely filed (e.g., due to excusable neglect); and

(b) held by a claimant who turns 18 on or after November 2, 2008 (the date which is thirty (30) days prior to the generally applicable Claims Bar Date in the Reorganization Case of December 2, 2008); or

(c) held by a claimant for whom the applicable Alaska tort claim statute of limitations, for any reason, has not expired or has been tolled as of November 2, 2008, as determined under applicable Alaska or federal law, but without regard to federal bankruptcy law; and

(d) ~~A~~ for which a Proof of Claim is submitted in accordance with the procedures set forth in the Plan.

A Future Tort Claimant will have his or her Future Tort Claim determined by the Special Arbitrator ~~when he or she asserts a Future Tort Claim and will not have the option~~ in accordance with procedures set forth in Section 13 of the Plan, unless the Future Tort Claimant timely elects to have his or her Future Tort Claim determined in accordance with the terms of the Litigation Trust, unless the Future Claims Representative opts out of the Settlement Trust liquidated in accordance with the procedures set forth in Section 13 of the Plan. Notwithstanding the foregoing, the Future Tort Claim will be paid only from the Future Claims Reserve.

2.69 ~~2.58~~ General Unsecured Convenience Claim. Means means a General Unsecured Claim in an amount of \$500 or less, inclusive of interest accrued thereon, after the Petition Date through the ~~later~~ latter to occur ~~on~~ on the Effective Date or the Claim Payment Date; provided, that, if the holder of an Unsecured Claim in an amount greater than \$500 makes an election to reduce such Claim to \$500, such Claim will be treated as a General Unsecured Convenience Claim for all purposes. Such election will be made on the Ballot, completed and returned within the time fixed by order of the Court. Making this election will be deemed to be a waiver by such electing holder of any right to participate in Class 88, as to any and all Claims held by such holder.

2.70 ~~2.59~~ General Unsecured Claim. Means means every Unsecured Claim against CBNA (including, but not limited to, every such Claim arising from the rejection of an Executory Contract and every Claim which is the undersecured portion of any Secured Claim), which is not an Administrative Claim, a Priority Unsecured Claim, a Priority Tax Claim, a General Unsecured Convenience Claim, a Jesuit Unsecured Claim, an Other Tort and Employee Claim, an Insurance and Benefit Claim, a Pilgrim Springs Claim, a Tort Claim, a Future Tort Claim or a Penalty Claim, and which is classified and treated as the Plan provides for Class 8 Claims.

2.71 Great Divide Candidate Insurers means The Catholic Mutual Relief Society of America, and Travelers Casualty and Surety Company, formerly known as Aetna Casualty and

Surety Company, and any other Insurance Company that breaches its obligation to defend and/or indemnify the Debtor under its Insurance Policies with the Debtor and/or that fails to unconditionally confirm liability coverage to CBNA under the liability insurance coverage issued by that insurer to CBNA, but rather reserves rights to deny liability coverage to CBNA.

2.72 ~~2.60~~ Great Falls.—Means means the Roman Catholic Bishop of Great Falls, Montana, the lender of the Great Falls DIP Loan.

2.73 ~~2.61~~ Great Falls DIP Loan.—Means means the secured debtor-in-possession loan in the original principal amount of \$1,000,000 approved on an interim basis pursuant to "Amended Order Granting Emergency Motion for Interim DIP Financing" entered November 26, 2008 [Docket No. 299] and on a final basis pursuant to "Final Order Approving Debtor-In-Possession Financing Pursuant to Stipulation" entered December 12, 2008 [Docket No. 317] and which is evidenced by, among other things, the Great Falls Promissory Note.

2.74 ~~2.62~~ Great Falls Promissory Note.—Means means that certain Promissory Note dated December 17, 2008 in the original principal sum of \$1,000,000 evidencing, in part, the Great Falls DIP Loan.

2.75 ~~2.63~~ Great Falls Secured Claims.—Means Claim means the Secured Claim of Great Falls with respect to the Great Falls DIP Loan.

2.76 ~~2.64~~ Insurance Actions.—Means means all Claims, causes of action and enforceable rights of the Debtor against any Insurance Company, including, but not limited to, those arising from or related to:

- (a) the Insurance Adversary;
- (b) any such Insurance Company's failure to provide Insurance Coverage under any Insurance Policy; or
- (c) the refusal of any Insurance Company to compromise and settle any ~~claim~~ Claim pursuant to any such Insurance Policy.

~~2.65 — Insurance Action Prosecution Fund. Means the segregated fund of \$1,000,000 to be funded on the Effective Date (or as soon thereafter as funds become available from Assets to be transferred to the Fund) and to be maintained by CBNA for the purpose of prosecuting all Insurance Actions (including the Insurance Adversary) in the event that CBNA determines to prosecute the Insurance Actions (as opposed to assigning them to the Settlement Trust and/or the Litigation Trust). Any portion of the Insurance Action Prosecution Fund not used will be paid by CBNA to the Fund when the Insurance Actions are either settled or subject to a Final Order resolving the Insurance Actions.~~

~~2.66 — Insurance Action Recoveries. Means the net proceeds, including any interest or income earned thereon, and other relief from: (a) any award, judgment, relief, or other determination entered or made as to any Insurance Actions; (b) any and all amounts payable by a Settling Insurer under any insurance settlement agreement entered into before or after the Effective Date; and (c) any and all proceeds of any Insurance Policy paid or payable with respect to Tort Claims or Future Tort Claims which will become a part of the Fund when received. The proceeds to be assigned will be net of any attorneys' fees, costs and expenses incurred or paid by CBNA to litigate any Insurance Actions, unless such fees, costs and expenses are paid out of other funds which are part of the Fund or the Insurance Action Prosecution Fund.~~

~~2.77~~ ~~2.67~~ Insurance Adversary. Means means the adversary proceeding commenced in the Bankruptcy Court by CBNA, Adversary Proceeding No. 08-90019, the reference of which was withdrawn to the District Court as Case No. 4:08-cv-00038, 00038 but referred to the Bankruptcy Court for certain pretrial proceedings and wherein Continental Insurance Company, The Catholic Mutual Relief Society of America, The Catholic Relief Insurance Company of America, Alaska National Insurance Company, and Travelers Casualty and Surety Company, formerly known as Aetna Casualty and Surety Company, are the defendants which, among other things, is to determine the scope of Insurance Coverage.

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2.78 ~~2.68~~ Insurance and Benefit Claims.— Means means any Unsecured Claim arising from or related to obligations, contributions or benefits which are the obligation of CBNA pursuant to the any pension or other benefit plan sponsored by CBNA or for which CBNA is otherwise obligated, in effect as of the Petition Date.

2.79 ~~2.69~~ Insurance Company.— Means means any insurance company and/or any other entity providing Insurance Coverage to the Debtor for liability arising from or related to Tort Claims; or Future Tort Claims, including but not limited to ~~Continental Insurance Company,~~ The Catholic Mutual Relief Society of America, The Catholic Relief Insurance Company of America, Alaska National Insurance Company, and Travelers Casualty and Surety Company, formerly known as Aetna Casualty and Surety Company.

2.80 ~~2.70~~ Insurance Coverage.— Means means the defense, indemnity and other insurance coverages, not reduced to settlement proceeds, available to the Debtor or any Participating Third Party with respect to Tort Claims, Future Tort Claims, or any Other Tort and ~~Employment~~ Employee Claims or any other Claims under any Insurance Policy and which includes the Jesuit Safeco Insurance Policy Claims.

2.81 ~~2.71~~ Insurance Policy.— Means means any liability insurance or sexual misconduct policy naming the Debtor or any Participating Third Party as an insured, in effect on or before the Confirmation Date upon which any Claim has been or may be made, with respect to any Tort Claim; or Future Tort Claim.

2.82 ~~2.72~~ Jesuits.— Means means the Society of Jesus, Oregon Province, which is a religious order of men within the Roman Catholic Church and which is a debtor in a Chapter 11 case pending in the United States Bankruptcy Court for the District of Oregon, Case No. 09-30938.

2.83 ~~2.73~~ Jesuit Contribution ~~Fault Allocation~~ Claims.— Means means every Claim the Debtor has against the Jesuits, including, but not limited to, any ~~all~~ Contribution Claims.

2.84 Jesuit Safeco Insurance Policies Claims means any and all Claims of CBNA or any other Settling Party against Safeco Insurance Company for any defense, indemnity and other insurance coverages, available to the Debtor or any Participating Third Party with respect to any Tort Claims or Future Tort Claims, as a result of any insurance policies issued to the Jesuits.

2.85 2.74-Jesuit Unsecured Claims.—Means means the General Unsecured Claims asserted by the Jesuits against CBNA and designated as Claim Nos. 16, 17 and 20 in the Claims Docket of the Reorganization Case.

2.86 2.75-Litigation Protocol.—Means means the litigation procedures described in Section ~~46.4~~13.5 of the Plan and in the Litigation Trust Agreement.

2.87 Litigation Reserve means the reserve that may be established pursuant to agreement between the Debtor and the Committee prior to the Confirmation Hearing, if any Tort Claimant opts out of treatment as a Settling Tort Claimant pursuant to the Plan and the Ballot. The Litigation Reserve will take the place of the Litigation Trust and will be held and administered by the Settlement Trustee as part of the Settlement Trust. In the event a Litigation Reserve is established, the Litigation Reserve will function and be administered in the same manner as the Litigation Trust. The allocation of the funding between the Litigation Trust (or the Litigation Reserve) and the Settlement Trust will be approved as part of the confirmation process. Either the Debtor and the Committee will agree on the allocation and such agreement will be approved by the Bankruptcy Court and incorporated into the Confirmation Order or, if the Committee and the Debtor cannot agree on the allocation, the Bankruptcy Court will decide the allocation as part of the confirmation process and such allocation as determined by the Bankruptcy Court.

2.88 Litigation Tort Claim means the Tort Claims of Tort Claimants who opt out of the Settlement Trust and elect to litigate their Tort Claims pursuant to Section 13.5 of the Plan.

2.89 Litigation Tort Claimant means a Tort Claimant who has expressly elected on his or her Ballot to have his or her Tort Claim determined and liquidated under the Litigation

Protocol and, if Allowed, to accept pro rata payment from the Litigation Trust as the sole source of payment, compensation and satisfaction for his or her Tort Claim.

2.90 ~~2.76~~ Litigation Trust— Means means the trust which may be established pursuant to the Litigation Trust Agreement ~~for~~ if no Litigation Reserve is established, and which will:

(a) ~~receiving, holding~~ receive, hold and ~~investing~~ invest funds from the Fund allocated to the Litigation Trust pursuant to the terms of the Plan;

(b) ~~issuing~~ issue payments and ~~disbursing~~ disburse funds as provided in the Litigation Trust Agreement and the Plan;

(c) ~~participating~~ participate in the litigation as the defendant (through the ~~Litigation Trust~~ Settlement Trustee) with respect to any ~~Non-settling~~ Litigation Tort Claimants;

(d) ~~participating~~ participate in the litigation as the defendant (through the ~~Litigation Trust~~ Settlement Trustee) with respect to any Future Tort Claims if the Future ~~Claims Representative~~ Claimant elects to opt out of the Settlement Trust in accordance with the Plan and the Plan Documents;

(e) ~~establishing~~ establishes the ~~Litigation~~ Trust Administrative Expense Reserve; and

(f) ~~paying~~ pay the costs of such litigation from the Trust Administrative Expense Reserve.

The Litigation Trust will qualify to be a "Qualified Settlement Fund" pursuant to applicable provisions of the Internal Revenue Code.

2.91 ~~2.77~~ Litigation Trust Agreement— Means means the agreement creating the Litigation Trust ~~to be~~ if one is established in accordance with ~~Section~~ Article 13 of the Plan, which, if established will be funded by that portion of the Fund allocated to the Litigation Trust, and from which the Claims of ~~Non-settling~~ Litigation Tort Claimants (or the Claims of any Future Tort Claimants, if applicable) will be paid and satisfied. and which will be administered

by the Settlement Trustee. If a Litigation Trust is established because one or more Tort Claimants opts out of the Settlement Trust as provided in the Plan, the Ballot and any order of the Bankruptcy Court, then the Litigation Trust Agreement will be filed with the Court no later than five (5) calendar days prior to the Confirmation Hearing and become a part of the Plan; provided, however, that nothing contained in the Plan or the Disclosure Statement will preclude the Debtor and the Committee from agreeing that the Litigation Reserve can be established within the Settlement Trust. If the Debtor and the Committee agree that the Litigation Reserve is to be established within the Settlement Trust, the Settlement Trust Agreement will be modified to so provide, and the modifications will be filed with the Court no later than five (5) calendar days prior to the Confirmation Hearing and become a part of the Plan and the Settlement Trust. In all events, the trustee of the Litigation Trust will be the Settlement Trustee.

~~2.78 — Litigation Trust Trustee. Means the trustee under the Litigation Trust Agreement. CBNA will confer with the Committee regarding the nomination of the Litigation Trust Trustee and propose the name of the Litigation Trust Trustee thirty (30) days prior to the hearing on the Disclosure Statement.~~

~~2.79 — Minimum Settlement. Means the minimum reasonable settlement amount that may be awarded to a Settling Tort Claimant by the Special Arbitrator. As to Settling Tort Claimants that are not Future Tort Claimants, the Minimum Settlement is ten thousand (\$10,000.00) dollars. As to Future Tort Claimants, the Minimum Settlement is one (\$1.00) dollar.~~

~~2.80 — Non settling Tort Claimants. Means every holder of a Tort Claim that:~~

~~(a) — the Debtor has objected to their Tort Claim prior to the hearing on approval of the Disclosure Statement; or,~~

~~(b) — who affirmatively elects, on the Ballot, to opt out of the Settlement Trust and have his or her Tort Claim liquidated by a jury (if available and not waived pursuant to applicable law) or by the Bankruptcy Court or, if the reference~~

~~is withdrawn upon proper and timely motion by a Non-settling Tort Claimant pursuant to a Final Order, then by the District Court, with any such judgment, when it becomes a Final Order, being treated and paid pursuant to the terms of the Litigation Trust Agreement.~~

2.92 Monroe Foundation means that certain Alaska non-profit corporation which raises money to benefit the Catholic Schools of Fairbanks and whose primary offices are located at 615 Monroe St., Fairbanks, Alaska 99701.

2.93 Monroe Foundation Settlement means the settlement between the Debtor and the Monroe Foundation, as more particularly described in the Monroe Foundation Settlement Agreement.

2.94 Monroe Foundation Settlement Agreement means that certain settlement agreement between the Debtor and the Monroe Foundation which is incorporated into and will be made a part of the Plan pursuant to Article 22 of the Plan. The Monroe Foundation Settlement Agreement will be filed with the Court at least twenty (20) days prior to the Confirmation Hearing.

2.95 ~~2.81-Other Secured Claims.~~ Means means all Secured Claims against the Debtor which are not Secured Tax Claims or which are not separately classified under the Plan.

2.96 ~~2.82-Other Tort and EmploymentEmployee Claims.~~ Means means any and all Claims, demands, suits, causes of action, proceedings or any other rights or asserted right to payment heretofore, now or hereafter asserted against the Debtor, whether or not reduced to judgment, for property damage, liability or workers compensation for which CBNA is or may be liable (directly or indirectly), whether arising from tort, contract or workers compensation for which there is Insurance Coverage, including but not limited to, any Claim for which CBNA has a self-insured retention, but excluding Tort Claims, Future Tort Claims and any Claims of employees entitled to priority pursuant to Bankruptcy Code § 507. Other Tort and ~~EmploymentEmployee~~ Claims are Unsecured Claims.

2.97 ~~2.83~~ Parish.— Means means any one of the forty-six (46) Roman Catholic ecclesiastical entities designated by the Diocesan Bishop as established stable communities of the Christian faithful that have been ~~as~~ entrusted to a proper pastor.

2.98 ~~2.84~~ Parish Church.— Means any means each of those forty-six (46) civil law unincorporated associations located within the territory of the Diocese that function as the civil law embodiment of the canonical juridic persons known as a Parish including, but not limited to, and without limitation, all missions, churches, schools and other institutions within a Parish Church or which formsform a part of the operations of any of the Parish Church. ~~A complete listing of all the Parishes and Parish Churches is attached as an Exhibit to the Parish Settlement Agreement.~~ Churches. Notwithstanding the Committee's joinder in the Plan as a co-proponent, the Committee's joinder in the Plan does not constitute an admission by the Committee that the Parish Churches are unincorporated associations.

2.99 ~~2.85~~ Parish Real Property.— Means means all real property owned by a Parish:

- (a) for which CBNA holds bare legal title in trust for the benefit of the Parish;
- (b) in which CBNA has no beneficial, equitable or other proprietary interest;
- (c) in which the Parish, for whose benefit such real property is held, has all equitable, proprietary and beneficial interest; and
- (d) which is part of the temporal goods of the Parish as a juridic person under Canon Law and any applicable equivalent civil law entity.

2.100 Parish Settlement means the settlement among the Debtor on the one hand, and the Parish Churches and affiliated entities on the other hand, as set forth in the Parish Settlement Agreement.

2.101 ~~2.86~~ Parish Settlement Agreement.— Means means that certain settlement agreement betweenamong the Debtor on the one hand, and the Parish Churches and affiliated

entities on the other hand ~~and, which will be~~ incorporated into ~~and made a part of~~ the Plan pursuant in Article ~~22, and attached to the Plan as Exhibit "B."~~22. The Parish Settlement Agreement will be filed with the Court at least twenty (20) days prior to the Confirmation Hearing.

2.102 ~~2.87~~ Participating Third Parties. Means means any Co-Defendant or any other Person, including, but not limited to ~~any Parishes~~ the Parish Churches, the Monroe Foundation, the CTNA and Continental, who contribute funds to the Estate (or the Fund) to be used to pay Allowed Tort Claims or Allowed Future Tort Claims, in exchange for and in consideration of, among other things, the channeling injunction to be provided for in Section 21.5 of the Plan. Any agreement whereby a Person or Co-Defendant becomes a Participating Third Party, will be subject to approval by the Bankruptcy Court; provided, however, that the Society of Jesus and its related parties, the Jesuits and its related parties, and the individuals identified in Exhibit "B" or any priests or others against whom CBNA or the Settlement Trustee has determined or may, in the future, determine, that there are credible allegations of sexual abuse asserted against such Person(s) will not be eligible to be Participating Third Parties under the Plan.

2.103 ~~2.88~~ Parties. Means means any Released Parties, any Settling Parties, CBNA, the Diocese, the Reorganized Debtor, the Settlement Trust ~~Trustee, the Litigation Trust Trustee,~~ the Settlement Trust, the Litigation Trust (if any), the Special Arbitrator and their respective civil law and Canon Law predecessors, successors, officials, shareholders, subsidiaries, officers, directors, divisions, affiliates, representatives, agents, employees, attorneys, merged or acquired companies or operations or assigns, but EXCLUDING the Society of Jesus and any of its affiliates or related parties, the Jesuits and any of its affiliates or related parties; further EXCLUDING any individuals identified in Exhibit "B" to the Plan or any priests or others against whom CBNA or the Settlement Trustee has determined or may, in the future, determine, that there are credible allegations of sexual abuse asserted against such Person(s); and further EXCLUDING any affiliates of CBNA or the Diocese who are not organized and functioning

within the territory of the Diocese. By way of clarification, the term affiliates as used in this definition is not limited to the definition of "affiliate" as defined in the Bankruptcy Code nor would the term "affiliates" as used in this definition include any other diocese or archdioceses unless such diocese or archdiocese is the subject of an agreement whereby such diocese or archdiocese becomes a Participating Third Party.

2.104 2.89-Penalty Claims. Means means any Claims for any fine, penalty, forfeiture, multiple damages, punitive damages, or exemplary damages, including, but not limited to, any such Claims not meant to compensate the claimant for actual pecuniary loss.

2.105 2.90-Petition Date. Means means March 1, 2008, which is the filing date of the voluntary Chapter 11 petition commencing the Reorganization Case.

2.106 2.91-Pilgrim Springs Auction. Means means the auction sale of the Pilgrim Springs Property to be conducted pursuant to the Plan, but after the Confirmation Hearing, whereby the Pilgrim Springs Property will be sold free and clear of all liens, claims, interests and encumbrances, including the Pilgrim Springs Claims, but subject to the UAF License, to the bidder submitting the highest and best bid which will occur in connection with the Confirmation Hearing.

2.107 2.92-Pilgrim Springs Claims. Means means: (i) all Claims of whatever nature asserted by Pilgrim Springs, Ltd. in the Proof of Claim No. 21, filed in the Reorganization Case, Claim No. 21, including any amendments or modifications thereto and any other Claims or causes of action that Pilgrim Springs, Ltd. might or could assert against CBNA; and (ii) all Claims of whatever nature asserted by Louis H. and Nancy E. Green in the Proof of Claim No. 23 filed in the Reorganization Case, Claim No. 23 including any amendments or modifications thereto and any other Claims or causes of action that Pilgrim Springs, Ltd. Louis H. and Nancy E. Green might or could assert against CBNA.

2.108 2.93-Pilgrim Springs Property. Means means the three hundred twenty (320) acre enclave of real property and improvements owned in fee simple by CBNA and located in

western Alaska, about 75 km (~46 miles) north of Nome and where CBNA is currently investigating the exploration, characterization, and development of the geothermal resources underlying the Pilgrim Springs Property or such other use as may be appropriate for the Pilgrim Springs Property.

2.109 ~~2.94~~ Pilgrim Springs Setoff Claims.—Means means all Claims, demands, damages, causes of action, cross-claims, counterclaims, rights of setoff and rights of recoupment against Pilgrim Springs, Ltd. and Louis H. and Nancy E. Green, arising out of, related to or pertaining to the Pilgrim Springs Property.

2.110 ~~2.95~~ Plan.—Means means the "Debtor's Third Amended and Restated Joint Plan of Reorganization For Catholic Bishop Of Northern Alaska" dated ~~March 31, December 16,~~ 2009 and every restatement, amendment, or modification thereof, if any, filed by the Debtor and the Committee.

2.111 ~~2.96~~ Plan Documents.—Means means the Settlement Trust Agreement, the Litigation Trust Agreement if one is proposed, and all other documents and exhibits as the same may be amended, modified, supplemented, or restated from time to time, that aid in effectuating the Plan, which documents and exhibits will be filed by the Debtor with the Court on or before a date that is ~~thirtyten~~ (30~~10~~) days prior to the Confirmation Hearing or such other date as determined by the Court, the Plan or agreed to by the Debtor and the Committee.

2.112 ~~2.97~~ Post-Effective Date Secured Tax Claims.—Means means every whole or prorated portion of a Secured Tax Claim which arises on or after the Effective Date, and which will be paid in the ordinary course of business of the Reorganized Debtor.

2.113 Preliminary Distribution means the Pro Rata distribution to be made by the Settlement Trustee of the Cash in the Settlement Trust less the Administrative Trust Reserve and any other reserves allowed pursuant to the Plan or the Settlement Trust Agreement. The date for determination of the amount of the Preliminary Distribution will be the date that the Special Arbitrator has finally determined every Settling Tort Claimant's share of the Settlement Trust.

The Pro Rata share of each Settling Tort Claimant's share of the Preliminary Distribution will be based upon the formula set forth in Section 13.4 of the Plan.

2.114 ~~2.98~~ Prepetition Date Secured Tax Claims.—Means means every whole or prorated portion of a Secured Tax Claim which arises before and up to the Petition Date, and which will be classified and paid under the Plan, as the Plan provides for Class 2 Claims.

2.115 ~~2.99~~ Priority Employee Unsecured Claim.—Means means every Unsecured Claim of an employee of CBNA for vacation or sick leave pay, which is otherwise entitled to priority pursuant to Bankruptcy Code § 507(a)(4)(A).

2.116 ~~2.100~~ Priority Tax Claim.—Means means every Unsecured Claim or portion thereof, which is entitled to priority pursuant to Bankruptcy Code § 507(a)(8).

2.117 ~~2.101~~ Priority Unsecured Claim.—Means means every Unsecured Claim or portion thereof, which is not an Administrative Claim, a Priority Tax Claim or a Priority Employee Unsecured Claim and which is entitled to priority under any applicable provision of Bankruptcy Code § 507.

2.118 ~~2.102~~ Pro Rata.—Means means proportionate, and when applied to a Claim, means the ratio of the consideration distributed on account of an Allowed Claim in a Class, to the amount of consideration distributed on account of all Allowed Claims in such Class.

2.119 ~~2.103~~ Professional Charges.—Means means the ~~allowed~~ Allowed interim and final professional fees and expenses charged by the Debtor's Professionals ~~and~~, the Committee's Professionals, the Future Claims Representative, and the Future Claims Representative's Professionals.

2.120 ~~2.104~~ Proof of Claim.—Means means the form used by a Creditor on which the specifics of a Claim are set forth as required by the Bankruptcy Code and the Bankruptcy Rules, and which is filed in accordance with the procedures contained in the Bar Date Order.

2.121 ~~2.105~~ Property Tax Administrative Claim.—Means means every Claim of any state or local governmental unit which is an Administrative Claim for unpaid real property taxes,

unpaid personal property taxes, or unpaid sales taxes or leasing taxes, and every prorated portion thereof arising on and after the Petition Date until the Effective Date. Allowed Property Tax Administrative Claims will be classified and paid as Administrative Claims.

2.122 ~~2.106~~ Property Tax Claims.—Means means collectively: (a) every Property Tax Administrative Claim; (b) every Prepetition Date Secured Tax Claim; and (c) every Post-Effective Date Secured Tax Claim.

2.123 ~~2.107~~ Property Tax Claims Proration.—Means means the proration of Property Tax Claims as of the Effective Date, so that: (a) Post-Effective Date Secured Tax Claims will be paid by the Reorganized Debtor in the ordinary course of its business; (b) Prepetition Date Secured Tax Claims will be paid by the Debtor or the Reorganized Debtor as provided for Class 2 Claims under the Plan; and (c) Property Tax Administrative Claims will be paid by the Debtor or the Reorganized Debtor as provided for Administrative Claims under the Plan.

2.124 Qualified Counsel means an attorney representing a Person asserting an Allowed Settling Tort Claim who has entered into an enforceable written retainer or fee agreement with such holder on or before the Effective Date, and has provided the Settlement Trustee with a copy of the agreement and a declaration under penalty of perjury that no fees or costs are to be repaid to the client or any insider or affiliate of the client; provided that such attorney agrees that the attorney's receipt of Qualified Counsel Fees is credited against the fees owed by the Allowed Settlement Tort Claimant.

2.125 Qualified Counsel Fees means the amount to be subtracted from the Settlement Trust in an amount equal to the actual fees and reimbursable expenses payable to Qualified Counsel pursuant to written retainer or fee agreements between Qualified Counsel and a Tort Claimant. Before any distribution(s) to any Settling Tort Claimant with an Allowed Tort Claim, the Settlement Trustee will subtract all Qualified Counsel Fees.

2.126 ~~2.108~~ Released Parties.—Means ~~the Debtor, the Reorganized Debtor,~~ means the Diocese, the Committee, the Future Claims Representative, and all of their respective present or

former civil law and Canon Law members, officials, representatives, managers, officers, directors, employees, consultants, advisors, attorneys, or agents acting in such capacity, and the Debtor's Professionals, Committee's Professionals and Future Claims Representative's Professionals but EXCLUDING the Society of Jesus, the Society of Jesus Oregon Province and its affiliates or any related parties to the Society of Jesus or the Jesuits and further EXCLUDING individuals listed in Exhibit "B" or any priests or others against whom CBNA or the Settlement Trustee has determined or may, in the future, determine, that there are credible allegations of sexual abuse asserted against such Person(s).

2.127 ~~2.109~~ Reorganization Case.—Means means the case under Chapter 11 of the Bankruptcy Code, which was commenced by the filing of a voluntary Chapter 11 petition by CBNA on the Petition Date.

2.128 ~~2.110~~ Reorganized Debtor.—Means means CBNA, from and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to "the Debtor and the Reorganized Debtor" and references to "the Debtor or the Reorganized Debtor" throughout various provisions of the Plan, are an effort to anticipate whether an event may occur before or after the Effective Date. In this regard, and generally for purposes of the Plan, any written agreement made by the Debtor as part of the Plan before the Effective Date (unless provided otherwise), will survive the Confirmation Date and the Effective Date and will bind both the Reorganized Debtor and every other party to such agreement (including, but not limited to, the provisions of the Plan as confirmed).

2.129 ~~2.111~~ Retained Claims.—Means means the Claims, demands, ~~and~~ causes of action, cross-claims and counterclaims, including, but not limited to, ~~with respect to~~ all Avoidance Actions that are not otherwise settled pursuant to the Plan or agreements approved by the Bankruptcy Court on or prior to the Effective Date, all Contribution Actions, the Jesuit ~~Contribution Claims~~, Fault Allocation Claims, the Jesuit Safeco Insurance Policies Claims, the Claims against North Mail, the Claims against all Insurance Companies not assigned to the

Settlement Trust, (including, but not limited to, ~~these~~any Claims against Insurance Companies ~~named as defendants in the Insurance Adversary~~)who issued insurance policies to the Jesuits and pursuant to which the Debtor or the Reorganized Debtor may assert coverage Claims, and the Pilgrim Springs Setoff Claims.

~~2.130~~ ~~2.112~~ Secured Claim.—Means means every Claim or portion thereof, which is asserted by the Creditor holding such Claim to be secured by a lien, security interest, or assignment, encumbering property in which the Debtor has an interest and including any right to setoff asserted by a Creditor that is treated as a Secured Claim under the Bankruptcy Code, but only to the extent of the validity, perfection, and enforceability of the claimed lien, security interest, or assignment, and the value of the interest of the Creditor holding such Claim against such property of the Debtor.

~~2.131~~ ~~2.113~~ Secured Tax Claim.—Means means every Claim of any federal, state, or local governmental unit, which is asserted by such governmental unit holding such Claim, which is secured by property of the Estate by operation of applicable non-bankruptcy laws, including, but not limited to, every such Claim for unpaid real property taxes, unpaid personal property taxes, or unpaid sales taxes or leasing taxes, and further including, but not limited to, both the Prepetition Date Secured Tax Claims and the Post-Effective Date Secured Tax Claims, but only to the extent of the validity, perfection, and enforceability of the claimed lien, security interest, or assignment, and the value of the interest of the governmental unit holding such Claim against the Debtor and only to the extent that such Secured Tax Claim does not relate to Parish Real Property. Any Claims for unpaid real property taxes, unpaid personal property taxes, or unpaid sales taxes or leasing taxes pertaining to a Parish or Parish Real Property, will be paid by the Parish owning such Parish Real Property or other property pertaining to such tax.

~~2.114~~ Settlement Contributions. ~~Means the net contributions received from donors and restricted for the purpose of funding payments to Tort Claimants or Future Tort Claimants under~~

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~~the Plan. The amount of the Settlement Contributions to be paid to the Fund will be net of the cost of solicitation and processing the Settlement Contributions.~~

2.132 Settlement Amount means the amount of an Allowed Settlement Tort Claim, to be determined through either a Claim Allowance Agreement or the Settlement Amount Determination Process and memorialized in an Arbitration Award.

2.133 ~~2.115~~ Settlement Trust. Means means the trust established pursuant to the Settlement Trust Agreement, from which the Allowed Claims of Settling Tort Claimants will be paid and satisfied, and which will be used for:

(a) receiving, holding and investing funds from the Fund allocated to the Settlement Trust pursuant to the terms of the Plan;

(b) receiving and holding Allowed Settling Tort Claims;

(c) ~~(b)~~ receiving and holding of the Debtor's claims against Breaching Insurers under Great Divide for future assignment to Tort Claimants Candidate Insurers;

(d) ~~(e)~~ issuing payments and disbursing funds as provided in the Settlement Trust Agreement and the Plan;

(e) ~~(d)~~ establishing the Future Claims Reserve (unless the Future Claims Representative Tort Claimant opts out of the Settlement Trust);

(f) ~~(e)~~ establishing the Trust Administrative Expense Reserve for the Settlement Trust;

(g) ~~(f)~~ issuing payments and disbursing funds as provided in the Settlement Trust Agreement or the Plan, on account of the Claims of Settling Tort Claimants which have been Allowed as of the Effective Date and as may be directed by the Special Arbitrator; and;

(h) ~~(g)~~ paying the administrative costs as provided in the Settlement Trust Agreement including the costs, fees and expenses of the Settlement Trust

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Trustee and the Special Arbitrator from the Trust Administrative Expense Reserve for the Settlement Trust Reserve; and

(i) holding the assigned Allowed Settling Tort Claims and the deemed assignment of any Settling Tort Claimants' Claims against the Great Divide Candidate Insurers; and

(i) holding the Debtor's Claims against the Great Divide Candidate Insurers.

The Settlement Trust will qualify to be a "Qualified Settlement Fund" pursuant to applicable provisions of the Internal Revenue Code.

~~2.134 2.116~~ Settlement Trust Agreement.—Means means the agreement creating the Settlement Trust to be established in accordance with Section 13.1 of the Plan ~~which will be funded with that portion of the Fund allocated to the Settlement Trust and from which the Allowed Claims of Settling Tort Claimants will be paid and satisfied.~~

~~2.135 2.117~~ Settlement Trust Trustee. Means means Robert L. Berger, the trustee under the Settlement Trust Agreement. ~~CBNA will confer with the Committee regarding the nomination of the Settlement Trust Trustee and propose the name of the Settlement Trust Trustee thirty (30) days prior to the hearing on the Disclosure Statement.~~ appointed by the Court in the Confirmation Order. The Settlement Trustee will also be the Litigation Trustee if a Litigation Trust is established pursuant to the Plan or any modifications to the Plan, prior to the Confirmation Date; provided, however, that the Settlement Trustee may also act as for and on behalf of the Litigation Trust if one is established.

~~2.136 2.118~~ Settling Insurers.—Means means those Insurance Companies that have reached settlements with CBNA prior to the Effective Date, and any Insurance Company that may reach a settlement with CBNA (or the ~~Committee~~ Settlement Trustee if the Insurance Actions are assigned) with respect to any Insurance Actions after the Effective Date. Any Settling Insurer, in exchange for the Settling Insurer's contribution to the Fund as agreed upon

~~between CBNA or the Committee, as the case may be, and such~~among the Settling Insurer, CBNA and the Committee and approved by the Bankruptcy Court, will obtain the benefit of an injunction provided for in Section 21.5 of the Plan and will be a Settling Party. The terms of any settlement with a Settling Insurer, if not previously approved by the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or such other provisions of the Bankruptcy Code or Bankruptcy Rules as may be set forth in any such settlement, will be approved at the Confirmation Hearing and pursuant to the Confirmation Order. ~~If an agreement is reached with~~Any agreement to become a Settling Insurer entered into between the filing of the Plan and the Effective date must be with both the Debtor and the Committee. If an Insurer reaches an agreement with the Settlement Trustee in order to become a Settling Insurer after the Effective Date, it will be approved by the Bankruptcy Court pursuant to its retained jurisdiction. A Settling Insurer will obtain the benefit of the injunction to be issued pursuant to Section 21.5 of the Plan regardless of whether an Insurer becomes a Settling Insurer before or after the Effective Date. As of the date of the Plan, Alaska National Insurance Company is the only Settling Insurer.

~~2.137 2.119~~ Settling Parties. Means means Participating Third Parties and Settling Insurers and their civil law and Canon Law respective predecessors, successors, officials, employees, officers, custodians, shareholders, subsidiaries, divisions, affiliates, representatives, attorneys, merged or acquired companies or operations or assigns of the Settling Insurers and the Participating Third Parties.

~~2.138 2.120~~ Settling Tort Claimants. Means ~~those Tort Claimants who are included in the Settlement Trust and who will have their Tort Claims determined, Allowed or Disallowed and treated in accordance with the terms of the Settlement Trust and the Plan.~~Settling Tort Claimant means any holder of a Settling Tort Claim.

~~2.139~~ Settling Tort Claim means any and all Tort Claims that are subclassified as Settling Tort Claims under Section 13.1 of the Plan.

~~2.140~~ ~~2.121~~ Special Appeal.— Means means the special appeal to the Alaskan Shepherd donors for restricted donations solicited annually for two (2) years with the first such appeal occurring on the first (1st) anniversary of the Effective Date and the second such appeal occurring on the second (2nd) anniversary of the Effective Date. The first \$150,000 of net contributions received from donors and restricted to the special appeal, after deducting the cost of solicitation and processing, received from donors and restricted to the special appeal will be used to fund counseling for Tort Claimants and payments to the Settlement Trust. Any net contributions after the first \$150,000, will be paid to the Settlement Trust to be held and distributed pursuant to the terms of the Settlement Trust and the Plan.

~~2.141~~ ~~2.122~~ Special Arbitrator.— Means the person means the Honorable William L. Bettinelli (retired) to be appointed by the Court in the Confirmation Order to conduct the binding arbitrations Binding Arbitration Process that will liquidate Allowed Settlement Tort Claims and will determine the reasonable settlement amount for each Settling Tort Claimant or's proportionate share of the Settlement Trust and, if applicable, each Future Tort Claimant's proportionate share of the Future Claims Reserve.

~~2.142~~ ~~2.123~~ Tort Claim.— Means means any and all Claims for damages, including punitive damages, for attorneys' fees and other expenses, fees or costs and for any equitable remedy asserted against the Debtor, any Released Parties, any Settling Parties, the Settlement Trustee, the Settlement Trust Trustee, the Settlement Trust, the Litigation Trust Trustee, or the Litigation Trust related to bodily injuries or personal injuries, including emotional distress, mental distress, mental anguish, shock or humiliation caused by or related to: (a) acts of sexual abuse committed by any cleric, employee, volunteer or other person associated with the Debtor, the Diocese, any Parish or any affiliated entity within the territory of the Diocese; (b) the failure of the Debtor or the Diocese to properly hire, install and/or supervise any cleric, any volunteer, or any other employee of or person associated with the Debtor, the Diocese, a Parish or any affiliated entity within the territory of the Diocese; (c) the processing, adjustment, defense,

settlement, payment, negotiation or handling of any Claims, demands, suits, proceedings or causes of action based upon or relating in any way to the Claims made as a result of any abuse or other Tort Claim asserted by a Tort Claimant; or (d) the failure to warn, disclose or provide information concerning the sexual abuse or other misconduct of clergy, other employees or volunteers ~~of~~ or persons associated with the Debtor, the Diocese, the Parishes or any affiliated entities within the territory of the Diocese. Subject to the limitations contained in the Plan and except for purposes of treatment and payment under the Plan, Tort Claims include Future Tort Claims when they are asserted ~~but~~ by Future Tort Claims Claimants.

~~2.143 2.124~~ Tort Claimant. Means means a Person who asserts a Tort Claim.

~~2.144 2.125~~ Trust Administrative Expense Reserve. Means means the reserve to be established on the Effective Date and maintained thereafter by the Settlement Trust Trustee and the Litigation Trust Trustee (as to the Settlement Trust and Litigation Trust, respectively), to pay the costs of administering the Settlement Trust and the Litigation Trust including, but not limited to, the applicable Settlement Trust Trustee's and Litigation Trust Trustee's fees, and legal and accounting fees, the fees, costs and expenses of the Special Arbitrator, the fees, costs and expenses of the Committee, the fees, costs and expenses of any Committee Professionals who continue to act after the Effective Date, the fees, costs and expenses of CBNA under the circumstances set forth in Sections 16.4 and 17.2, and the fees, costs and expenses of attorneys and other professionals necessary for litigating with any Non-settling Tort Claimants, including the fees, costs and expenses of the Reorganized Debtor if it is required or requested to participate in the litigation in the Insurance Actions after November 1, 2009; provided, however, that the fees, costs and expenses of CBNA in the Insurance Actions will not exceed \$60,000 between November 1, 2009 and November 19, 2009, and further, provided, however that the fees, costs and expenses of CBNA in the Insurance Actions will only be paid from the Trust Administrative Expense Reserve if summary judgment is granted on either of the two motions at Docket Nos. 99 and 103 in the Adversary Proceeding No.08-90019, or if CBNA and the Committee, or the

Settlement Trustee (after the Effective Date) settles with one or more of the Great Divide Candidate Insurers.

2.145 UAF License means that certain two year License granted to the University of Alaska Fairbanks to enter upon the Pilgrim Springs Property to conduct geothermal research pursuant to that certain \$4.6 million Department of Energy grant.

2.146 Uniform Questionnaire means the questionnaire to be drafted by the Special Arbitrator, containing a fixed set of questions that will be distributed to each and every Settling Tort Claimant on or before the Effective Date. The content of the questionnaire will be in his or her sole discretion. In determining the questions, the Special Arbitrator may, but is not required to, consider the suggestions of the Debtor, the Reorganized Debtor, the Great Divide Candidate Insurers, the Tort Claimants and the Committee. The Special Arbitrator will utilize the responses to the Uniform Questionnaires to assist him or her in evaluating the Settling Tort Claims.

2.147 ~~2.126 Unsecured Claim. Means means~~ every Claim, or portion thereof, which is not a Secured Claim, regardless of the priority of such Claim.

ARTICLE 3

UNCLASSIFIED CLAIMS

3.1 Administrative Claims. The holder of an Allowed Administrative Claim will receive, in full satisfaction of such Claim: (a) a single Cash payment in the Allowed amount of the Claim on the Effective Date (or the applicable Claim Payment Date); or (b) as otherwise agreed in writing by the holder of the Allowed Claim or ordered by the Bankruptcy Court. Every Allowed Administrative Claim for an expense of operation of the Debtor incurred in the ordinary course of such operations will be paid fully and in Cash in the ordinary course of business (including any payment terms applicable to any such expense).

3.2 Priority Unsecured Claims. The holder of every Allowed Priority Unsecured Claim will be paid, in full satisfaction of such Claim: (a) a single Cash payment in the Allowed amount of the Claim on the Effective Date (or the applicable Claim Payment Date); or (b) as

otherwise agreed in writing by the holder of the Allowed Claim or ordered by the Bankruptcy Court.

3.3 Priority Tax Claims. The holder of every Allowed Priority Tax Claim, will be paid, in full satisfaction of such Claim pursuant to the provisions of Bankruptcy Code § 1129(a)(9)(C): (a) in deferred Cash payments over a period of five (5) years from the Petition Date, to be paid in equal quarterly installments of principal and interest; (b) the first payment to be made on the first Business Day after the day which is ninety (90) days after the later of the Effective Date or the Claim Payment Date; and (c) each payment thereafter to be paid on the first Business Day of each succeeding quarter until paid in full; provided, however, that the entire unpaid amount of the Allowed Priority Tax Claim, together with any interest accrued thereon, will be paid in full on the date which is five (5) years after the Petition Date; or (d) as otherwise agreed in writing by the holder of the Allowed Claim or ordered by the Bankruptcy Court.

3.4 Elimination of Claim. To the extent there are no amounts owing on the Effective Date for any Priority Unsecured Claims and/or any Priority Tax Claims, such treatment as set forth above will be deemed automatically eliminated from the Plan.

ARTICLE 4

CLASSIFICATION OF CLAIMS

4.1 Classification. All Claims are classified under the Plan as hereafter stated in this Article 4; provided, however, that, a Claim will be deemed classified in a particular Class only to the extent that the Claim qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remainder of the Claim qualifies within the description of such different Class. As of the Confirmation Hearing, any Class of Claims which does not contain any Creditor's Claims will be deemed deleted automatically from the Plan, and any Class of Claims which does not contain an Allowed Claim (or a Claim temporarily or provisionally ~~allowed~~ Allowed by the Bankruptcy Court for voting purposes) will be deemed automatically deleted from the Plan with respect to voting on confirmation of the Plan.

4.2 Classes. For purposes of the Plan, Claims against the Debtor are hereby classified in the following ~~classes~~Classes in accordance with Bankruptcy Code § 1122(a) as follows:

Class 1 – Priority Employee Unsecured Claims

Class 2 – Prepetition Date Secured Tax Claims

Class 3 – Other Secured Claims

Class 4 – Great Falls Secured Claim

Class 5 – Annuity Secured Claims

Class 6 – General Unsecured Convenience Claims

Class 7 – Jesuit Unsecured Claims

Class 8 – General Unsecured Claims

Class 9 – Other Tort and Employee Claims

Class 10 – Tort Claims and Future Tort Claims

Class 11 – Insurance and Benefit Claims

Class 12 – Continental ~~Insurance Company~~ Claims

Class 13 – Pilgrim Springs Claims

Class 14 – Penalty Claims

ARTICLE 5

TREATMENT OF CLASSES OF CLAIMS WHICH ARE NOT IMPAIRED UNDER THE PLAN

5.1 Priority Employee Unsecured Claims – Class 1. No holder of an Allowed Priority Employee Unsecured Claim will receive any Cash on account of such Claim. All Allowed Priority Employee Unsecured Claims will be satisfied, in full, in accordance with the policies and procedures regarding vacation and sick leave pay in effect at CBNA at the time such Priority Employee Unsecured Claim becomes matured and liquidated; provided, however, that CBNA reserves the right to review the policies and procedures regarding vacation and sick leave pay and to propose modifications to those policies and procedures to become a part of the Plan or

after the Effective Date. To the extent CBNA proposes any changes to such policies and procedures that become part of the Plan and would be retroactive, CBNA will modify the Plan to include such changes and give notice to the holders of any Priority Employee Unsecured Claims at least ten (10) days before the Confirmation Hearing. In that event, the holders of the Priority Employee Unsecured Claims will be impaired and the Plan will be modified to so state.

5.2 Annuity Secured Claims – Class 5. The legal, equitable and contractual rights of holders of Allowed Annuity Secured Claims in Class 5 will either: (a) not be altered by the Plan; or (b) at the option of the Debtor, be treated in any other manner that will result in such Allowed Annuity Secured Claims being deemed unimpaired under Bankruptcy Code § 1124, including, but not limited to, the retention by the holder of an Allowed Other Secured Claim of the lien on his/her/its collateral to the extent of his/her/its Allowed Annuity Secured Claim.

5.3 Insurance and Benefit Claims – Class 11. The holders of Allowed Insurance and Benefit Claims will retain their Claims, if any, against the Reorganized Debtor and the Plan will either: (a) leave unaltered the legal, equitable and contractual rights to which such Claims entitle the holders thereof; or (b) at the option of the Debtor, treat such Allowed Insurance and Benefit Claims in any other manner that will result in such Allowed Insurance and Benefit Claims being deemed unimpaired under Bankruptcy Code § 1124. All such Insurance and Benefit Claims will be determined in accordance with the provisions of any benefit plans, policies and procedures of CBNA and the documents evidencing the plans pursuant to which such Insurance and Benefit Claims arise and applicable law.

ARTICLE 6

TREATMENT OF CLASS 2 CLAIMS (PREPETITION DATE SECURED TAX CLAIMS)

6.1 Distribution. All Class 2 Claims, as and when they are Allowed Claims, will be treated as fully Secured Claims and will be paid fully and in Cash as follows:

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(a) In order to compute the Prepetition Date Secured Tax Claims, which are the Class 2 Claims, the Property Tax Claims Proration will be conducted as of the Effective Date, if necessary. The Prepetition Date Secured Tax Claims, which are Allowed Claims, will bear interest from and after the Effective Date until they are paid in full, at the rate of two percent (2%) per annum or such other rate as ordered by the Bankruptcy Court.

(b) The Allowed Class 2 Claims, including interest thereon from and after the Effective Date, will be paid in two equal installments. The first installment will be paid on the first Business Day which is thirty (30) days after the Effective Date or the Claim Payment Date. The second installment will be paid on the first Business Day of the sixth (6th) month after the Effective Date or the applicable Claim Payment Date.

(c) No penalties will be paid on any of the Allowed Class 2 Claims.

6.2 Disputed Claims. Notwithstanding the pendency of any appeal to any state or local taxing authorities of a determination of property taxes or assessments on the Petition Date, nothing contained herein will prohibit the Debtor from exercising its rights pursuant to Bankruptcy Code § 505 and having the Class 2 Claim(s) determined by the Bankruptcy Court to the extent that any Class 2 Claims are Disputed Claims.

6.3 Retention of Liens. Each Creditor holding a Class 2 Allowed Claim will retain its lien(s) on its collateral to the extent of its Class 2 Allowed Secured Claim.

6.4 Other Claims. The Reorganized Debtor will pay the Post-Effective Date Secured Tax Claims in the ordinary course of its business operations after the Effective Date. All Property Tax Administrative Claims will be paid as Administrative Claims pursuant to the Plan.

ARTICLE 7

TREATMENT OF CLASS 3 CLAIMS (OTHER SECURED CLAIMS)

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7.1 Distribution. All Class 3 Claims, as and when they are Allowed Claims, will be treated as fully Secured Claims and will be paid fully and in Cash as follows:

(a) The Other Secured Claims which are Allowed Claims will bear interest from and after the Effective Date until they are paid in full at the rate of two percent (2%) per annum or such other rate as ordered by the Bankruptcy Court.

(b) The Allowed Class 3 Claims, including interest thereon from and after the Effective Date, will be paid in two equal installments. The first installment will be paid on the first Business Day which is thirty (30) days after the Effective Date or the Claim Payment Date. The second installment will be paid on the first Business Day of the sixth (6th) month after the Effective Date or the applicable Claim Payment Date.

(c) No penalties will be paid on any of the Allowed Class 3 Claims.

7.2 Retention of Liens. Each Creditor holding a Class 3 Allowed Claim will retain its lien(s) on its collateral to the extent of its Class 3 Allowed Secured Claim.

ARTICLE 8

TREATMENT OF CLASS 4 CLAIMS (GREAT FALLS SECURED CLAIM)

8.1 Distribution. The Great Falls Secured Claim will be paid fully and in Cash in accordance with the provisions of the agreements between Great Falls and CBNA with respect to the Great Falls DIP Loan, provided, however, that CBNA will have the option to extend the term of the Great Falls DIP Loan for an additional five (5) years as follows:

(a) No later than May 31, 2019, CBNA will give written notice to Great Falls of its intent to exercise the option provided for under the Plan to extend the term of the Great Falls Promissory Note for an additional five (5) years, for a new remaining term of fifteen (15) years and a total term of twenty-

five (25) years (as opposed to the current term of twenty (20) years) accompanied by an extension fee of \$7,500.00.

(b) ~~(i)~~ If CBNA exercises the option to extend the term of the Great Falls DIP Loan as provided herein, the monthly payments due pursuant ~~under~~to the Great Falls Promissory Note will be reamortized beginning with the payment due in the second (2nd) month succeeding the month in which the notice to extend was given and ~~payment receipt~~ of the extension fee ~~received~~ by Great Falls; ~~and~~.

(c) ~~(ii)~~ All other terms and conditions of the Great Falls DIP Loan, except as specifically modified by the Plan, will remain the same and in full force and effect, including, but not limited to, the interest rate provided for under the Great Falls Promissory Note.

8.2 Impairment. The Class 4 Great Falls Secured Claims are impaired under the Plan.

ARTICLE 9

TREATMENT OF CLASS 6 CLAIMS (GENERAL UNSECURED CONVENIENCE CLAIMS)

9.1 Distribution. Every Creditor holding an Allowed Class 6 Claim will be paid in two equal installments. The first installment will be paid on the first Business Day which is thirty (30) days after the Effective Date or the Claim Payment Date. The second installment will be paid on the first Business Day of the sixth (6th) month after the Effective Date or the applicable Claim Payment Date.

9.2 Interest. There will be no interest payable on the General Unsecured Convenience Claims.

9.3 Impairment. The Class 6 Claims are impaired pursuant to the Plan.

ARTICLE 10

TREATMENT OF CLASS 7 CLAIMS (JESUIT UNSECURED CLAIMS)

10.1 Distribution. If and when Allowed, the Debtor or the Reorganized Debtor will setoff against the Jesuit Unsecured Claims will be setoff against any recoveries in favor of the Debtor or the Reorganized Debtor for Claims against the Jesuits, on account of the Jesuit Contribution Fault Allocation Claims. The Jesuits will not receive or retain anything on account of the Plan except and only to the extent that the amount of the Jesuit Contribution Fault Allocation Claims does do not exceed any Allowed Jesuit Unsecured Claims. If there are any remaining unsatisfied Allowed Jesuit Unsecured Claims after such setoff, the Allowed Jesuit Unsecured Claims will be paid the lesser of the amount owed after setoff or ten thousand dollars (\$10,000) within (60) days after a Final Order is entered allowing any Jesuit Unsecured Claims and determining the amount of ~~account~~ any setoff.

10.2 Setoff Prior to Assignment or Distribution. The setoff of any Allowed Jesuit Unsecured Claims will occur prior to the distribution of any recoveries to the Fund on account of the Jesuit Contribution Fault Allocation Claims, in accordance with the terms of the Plan notwithstanding any assignment by the Debtor of the Jesuit Contribution Claims pursuant to the Plan. The Committee and CBNA will agree on whether the Settlement Trustee or CBNA will pursue the Jesuit Fault Allocation Claims and provide notice of such agreement prior to the commencement of the Confirmation Hearing.

10.3 Interest. There will be no interest payable on the Allowed Jesuit Unsecured Claims.

10.4 Impairment. The Class 7 Jesuit Unsecured Claims are impaired under the Plan.

ARTICLE 11

TREATMENT OF CLASS 8 CLAIMS (GENERAL UNSECURED CLAIMS)

11.1 Distribution. Each holder of a Class 8 General Unsecured Claim, as and when such General Unsecured Claim is or becomes an Allowed Claim, will be paid fully and in Cash in three (3) annual installments, including interest, with the first (1st) installment to be paid on the first Business Day that is six (6) months after the Effective Date (or the Claim Payment Date), the second (2nd) annual installment to be paid on the first Business Day that is twelve (12) months after the first payment and the third (3rd) annual installment to be paid on the first Business Day that is twelve (12) months after the second payment.

11.2 Interest. Each Allowed General Unsecured Claim will bear interest from and after the Effective Date at the rate of two percent (2%) per annum or such other rate as set by the Bankruptcy Court in the Confirmation Order.

11.3 Impairment. The Class 8 General Unsecured Claims are impaired under the Plan.

ARTICLE 12

TREATMENT OF CLASS 9 CLAIMS (OTHER TORT AND EMPLOYEE CLAIMS)

12.1 Distribution. Each holder of a Class 9 Other Tort and Employee Claim, as and when such Claim becomes an Allowed Claim, will be paid solely from any Insurance Coverage applicable to such Other Tort and Employee Claim. To the extent that such Claims may not be satisfied in full by the foregoing, then such Other Tort and Employee Claims, to the extent not so satisfied, will be Disallowed.

12.2 Impairment. The Class 9 Other Tort and Employee Claims are impaired under the Plan.

ARTICLE 13

**TREATMENT OF CLASS 10 CLAIMS
(TORT CLAIMS AND FUTURE TORT CLAIMS)**

13.1 ~~Allowance and Liquidation~~Subclasses of Tort Claims in General. ~~Tort Claims must be allowed and liquidated prior to payment. The Plan provides two.~~ Tort Claims will be divided into three subclasses for purposes of allowance, liquidation, and payment: (1) Convenience Tort Claims, (2) Settling Tort Claims, or (3) Litigation Tort Claims. The Plan provides alternative mechanisms for allowing, liquidating and paying Tort Claims depending on whether the Tort claims are Settling Tort Claims. All their sub-classification. ~~Tort Claims will be presumed to be treated as Settling Tort Claims for purposes of allowance and liquidation pursuant to the treatment outlined in Section 13.3 below, and compensated pursuant to the Settlement Trust Agreement unless~~unless a Tort Claimant: (a) holds a Tort Claim that the Debtor Objected to prior to the December 4, 2009 hearing on the Disclosure Statement; or (b) affirmatively elects or is deemed to have elected treatment of his or her Tort Claim as either a Litigation Tort Claim or a Convenience Tort Claim.

(a) ~~the Debtor has objected to a Tort Claim prior to the hearing on approval of the Disclosure Statement; or~~

(b) ~~the Tort Claimant has expressly elected on his or her Ballot to be treated as allowed and liquidated under the Litigation Protocol and, if allowed, to accept pro-rata payment from the Litigation Trust as the sole source of payment and compensation for their Tort Claim.~~

13.2 ~~Allocation of Funding~~Settlement Trust, Litigation Trust, and Future Claims Reserve Sole Source of Recovery for Tort Claims; Allocation of Funding. ~~The Settlement Trust will be the sole source of recovery for Settling Tort Claimants on account of their Tort Claims. The Litigation Trust or the Litigation Reserve will be the sole source of recovery for Litigation Tort Claimants on account of their Tort Claims. The Future Claims Reserve will be the sole source of recovery for Future Tort Claimants on account of their Tort Claims. Upon confirmation of the Plan and the occurrence of the Effective Date, all Tort Claims against the Debtor and the~~

Reorganized Debtor will be discharged and no Tort Claimant will have any further Claim against the Debtor or the Reorganized Debtor. Pursuant to the Channeling Injunction in Article 21 of the Plan and which will be a part of the Confirmation Order, all Tort Claims held by Tort Claimants and Future Tort Claimants against the Debtor, the Reorganized Debtor, Released Parties, Settling Insurers, Settling Parties, and Participating Third Parties will be permanently enjoined and channeled into the Settlement Trust, the Litigation Trust, the Litigation Reserve or to the Future Claims Reserve as the sole source of recovery. The Bankruptcy Court will determine the allocation of the funding as between the Litigation Trust (or the Litigation Reserve) and the Settlement Trust as part of the confirmation process and such allocation will be incorporated into the Confirmation Order; provided, however, that the Debtor and the Committee may agree on the allocation and submit such agreement to the Bankruptcy Court for approval and, if approved, the allocation agreed upon will be incorporated into the Confirmation Order.

~~13.3 Treatment of Settling Tort Claimants. Each Settling Tort Claim shall be deemed allowed and each Settling Tort Claimant shall receive a reasonable share of the Settlement Trust as determined by the Special Arbitrator, in light of the facts bearing on the liability and damage aspects of the Settling Tort Claim, as well as the risks to CBNA and the Settling Tort Claimant of going to trial.~~ Treatment of Convenience Tort Claims.

(a) Allowance and Liquidation. Each Convenience Tort Claim will be deemed Allowed in an amount of \$2,500.

(b) Payment. In full release and satisfaction of his or her Tort Claim, each Convenience Tort Claimant will be paid \$2,500 Cash within thirty (30) days of the occurrence of the Effective Date or the Claim Allowance Date.

13.4 Treatment of Settling Tort Claims.

(a) Allowance and Assignment to Settlement Trustee. Settling Tort Claims will be deemed Allowed, and each Settling Tort Claimant will be deemed to have assigned his or her Allowed Settling Tort Claim to the Settlement Trustee

regardless of whether such Tort Claimant votes on the Plan or votes to reject the Plan. As a result of such assignment, the Settlement Trustee will succeed to all rights of the Settling Tort Claimants against the Debtor and any Great Divide Candidate Insurer. The Allowed Settling Tort Claim will have the same effect as a judgment against CBNA; provided, however, that any recoveries to the Settlement Trustee or any Settling Tort Claimant with an Allowed Settling Tort Claim against the Debtor or the Reorganized Debtor will be limited to and by the Fund, the terms of the Plan and the discharge received by the Debtor pursuant to the Plan and applicable provisions of the Bankruptcy Code. By way of clarification, notwithstanding the foregoing, neither the Settlement Trustee nor the Settling Tort Claimant will have any right to seek recoveries directly against CBNA and are limited to recoveries provided for in the Plan. In addition, on the Effective Date, the Debtor will assign all of its rights against any Great Divide Candidate Insurer. The Settlement Trustee will then succeed to all of the rights of the Debtor and the Settling Tort Claimant for purposes of pursuing the claims against the Great Divide Candidate Insurers.

(b) (a) In determining each Settling Tort Claim's reasonable share of the Settlement Trust Liquidation. Unless the amount of the Settling Tort Claim is determined prior to the Effective Date pursuant to a Claim Allowance Agreement, the amount of each Settling Tort Claim will be liquidated by the Special Arbitrator pursuant to the Binding Arbitration Process. In liquidating a Settling Tort Claim, the Special Arbitrator will consider and base allowance of a Settling Tort Claim on the risks to CBNA and the Settling Tort Claimant in light of the facts bearing on the liability and damage aspects of the Settling Tort Claim. In addition, in determining the amount of the Arbitration Award, the Special Arbitrator must consider all of the circumstances affecting the Debtor's potential

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liability, ~~and~~ available defenses ~~and coverage~~ regarding the Tort Claim of a Settling Tort Claimant, including but not limited to:

- (i) the substance and credibility of the ~~claim~~ Tort Claim,
- (ii) the Debtor's legal responsibility for the actions of the perpetrator under Alaska law,
- (iii) the severity of the abuse suffered,
- (iv) the impact of the abuse on the ~~claimant~~ Tort Claimant including any bodily injury, shock, fright, mental injury, disability, mental anguish, humiliation, sickness or disease sustained by the ~~claimant~~ Tort Claimant, and
- (v) ~~the existence of affirmative defenses such as the statute of limitations may be considered by the Special Arbitrator in evaluating the risks to the parties of going to trial, but the statute of limitation defense shall be deemed waived by the Debtor for purposes of settlement negotiations with Settling Tort Claimants~~ risks to CBNA and the Settling Tort Claimant had the Settling Tort Claim otherwise been the subject of a trial, including the existence of affirmative defenses such as the statute of limitations; provided, however, that the statute of limitation defense may be waived by the Settlement Trustee as part of the process subject to the Settlement Trustee's right to seek a determination from the Court at the Confirmation Hearing or after as to whether such a waiver of the statute of limitations defense and/or any other provision of the Plan objected to by the Insurance Company violates the provision of any Insurance Policy and/or any duty of an insured under an Insurance Policy issued by the objecting Insurance Company. If the Settlement Trustee seeks a determination by the Bankruptcy Court as to the merits of any such

waiver(s) and no objection regarding the statute of limitations and/or any other provision of the Plan or otherwise is filed with regard to any Insurance Company's obligation to provide a defense to CBNA or its assignee and/or to provide liability insurance to CBNA or its assignee, then the waiver and all other provisions of the Plan will be automatically and conclusively deemed not to violate any Insurance Policy provision and/or any duty owed by CBNA or its assignee under any and all Insurance Policies. As to all other Claims, including the Claims of Litigation Tort Claimants, CBNA reserves all rights with respect thereto.

~~(b) — The Special Arbitrator's determination of the reasonable settlement amount will be binding on all parties; the Special Arbitrator's determination of the reasonable settlement amount may not be appealed, but each Settling Tort Claimant is entitled to receive the Minimum Settlement.~~

~~(c) — The Special Arbitrator may provide for satisfying each Settling Tort Claim out of a Cash payment of funds from the Settlement Trust, or out of a combination of Cash from the Settlement Trust and an assignment of CBNA's claim against one or more Breaching Insurers as a result of the Settling Tort Claim.~~

~~(d) — The Settlement Trustee will be required to make an initial distribution to each and every Settling Tort Claimant equal to the Minimum Settlement within thirty (30) days of the Effective Date. Unless a party seeks reconsideration of the Special Arbitrator's Arbitration Award, the Settlement Trustee must distribute any additional Cash payment amounts no sooner than thirty (30) and no more than forty five (45) days after the Special Arbitrator serves the Arbitration Award; but if a party seeks reconsideration of the Arbitration Award, then the Settlement Trustee will distribute additional Cash~~

~~payments no later than fifteen (15) days after the Special Arbitrator serves his or her order disposing of the reconsideration request.~~

~~13.4 Treatment of Future Tort Claims. Allowed Future Tort Claims will be paid out of the Future Claims Reserve. The amount of the Future Claims Reserve will be determined by the Court and will be set forth in the Confirmation Order. The Future Claims Reserve will be held and administered by the Settlement Trust Trustee unless the Future Claims Representative affirmatively elects for Future Tort Claims to be treated under the Litigation Trust. If so, the Future Claims Reserve will be administered by the Litigation Trust Trustee. Unless the Future Claims Representative opts out of the Settlement Trust in favor of the Litigation Trust, Future Tort Claims, if any, will be treated as follows:~~

~~(a) — Each Future Tort Claim will receive a reasonable settlement as determined by the Special Arbitrator in accordance with the treatment of Settling Tort Claims as set forth in section 13.3 above, except that:~~

~~(i) — No Future Tort Claimant is entitled to receive the Minimum Settlement. Instead, the Special Arbitrator will have the ability to award any amount he or she deems reasonable to a Future Tort Claimant, but no less than one (\$1.00) dollar.~~

~~(ii) — The Debtor will not be deemed to have waived the statute of limitations defense for purposes of determining whether the Future Tort Claim meets the definition of a Future Tort Claim.~~

~~(iii) — When determining the reasonable settlement amount for Future Tort Claimants, the Special Arbitrator is required to consider if a significant risk exists that the Future Claims Reserve will not be sufficient to make such distributions and satisfy the Future Tort Claims, while still maintaining appropriate reserves.~~

~~(b) Upon the Special Arbitrator issuing the Arbitration Award for a Future Tort Claim, the Future Tort Claimant will receive a distribution in the same manner as for a Settling Tort Claimant.~~

(vi) The Special Arbitrator may also consider any other factors the Bankruptcy Court may determine as part of the confirmation process or in connection with approval of any Claim Allowance Agreements.

As a result of the Binding Arbitration Process, the Special Arbitrator will issue an Arbitration Award setting forth the liquidated amount of each Allowed Settling Tort Claim.

~~(c) The Future Claims Reserve will be maintained as follows: Payment. Each Settling Tort Claimant will be paid a share of the Settlement Trust as determined by the Special Arbitrator.~~

~~(i) The Future Claims Reserve may be reduced from time to time, after the Effective Date, by the Settlement Trust Trustee, upon application of the Settlement Trust Trustee or the Reorganized Debtor and notice to the Future Claims Representative, if so ordered by the Court after a hearing. The Future Claims Representative will have standing at any hearing to determine any reduction in the Future Claims Reserve.~~

Determination of Share of Settlement Trust. Each of the Settling Tort Claims will be individually evaluated by the Special Arbitrator on the evaluation factors attached hereto as Exhibit "B". Points will be allocated to each Settling Tort Claimant in relation to each evaluation category. Each Settling Tort Claimant will be paid a pro rata share of the Settlement Trust based upon the ratio of the points received by that Settling Tort Claimant to the total points awarded to all Settling Tort Claimants. Thus, by way of example, if Claimant A is awarded 20 points and the total

points awarded all Claimants is 4,000 points. Claimant A will be awarded 20/4000 of the Settlement Trust. The Special Arbitrator will determine each Settling Tort Claimant's share of the Settlement Trust within thirty (30) days of the Effective Date based solely upon the Proofs of Claim, the Uniform Questionnaire and the terms of the Plan.. Each Settling Tort Claimant will return a completed Uniform Questionnaire to the Special Arbitrator within thirty (30) days of service. If a Settling Tort Claimant fails to timely return his or her completed Uniform Questionnaire, then his or her Tort Claim will be treated and paid as a Convenience Tort Claim.

~~If the Future Claims Representative opts out of the Settlement Trust by electing the Litigation Trust on his Ballot, the Future Tort Claims will be treated and determined in the same manner as the Claims of Non-settling Tort Claimants. The Future Tort Claimants will retain the right to adjudicate their Claims through litigation (including, if not previously waived, trial by jury in the Bankruptcy Court or the District Court, if and to the extent such is available), subject however, to the provisions of the Plan including the following:~~

(ii) ~~The Future Tort Claimant will commence his/her action by filing a Proof of Claim in accordance with the procedures set forth in Section 17.3. An objection to the Proof of Claim by the Litigation Trust Trustee, or the Reorganized Debtor, will constitute an answer and commencement of the action to determine the Allowance or Disallowance of the Future Tort Claim.~~ Distributions. Before any distribution(s) to any Allowed Settling Tort Claimants, the Settlement Trustee will subtract the Qualified Counsel Fees from the Settlement Trust. The Settlement Trustee will disburse the Qualified Counsel Fees to Qualified Counsel as fees in accordance with the retainer agreements between the Qualified Counsel and the holder of the Allowed Tort Claim, provided that no

Qualified Counsel will receive a distribution in excess of the amounts owed under such retainer or fee agreements. Each holder of an Allowed Settlement Tort Claim will be paid in Cash by the Settlement Trust after deduction of Qualified Counsel Fees, if any. The Settlement Trustee will make a Preliminary Distribution to Settling Tort Claimants within sixty (60) days after every Settling Tort Claimant's share of the Settlement Trust has been finally determined.

~~(iii) Upon entry of a Final Order resolving all Future Tort Claims, a Future Tort Claimant will receive, in full release and discharge of such Allowed Claim, the lesser of:~~

~~(1) the amount of the judgment pursuant to a Final Order; or~~

~~(2) to the extent that the Future Claims Reserve, after deduction of all costs, expenses, fees and other charges which are to be paid or reserved by the Litigation Trust Trustee solely from the Future Claims Reserve, is not sufficient to pay all Allowed Future Tort Claims, the Allowed Future Tort Claims will be paid Pro Rata from the remaining proceeds of the Future Claims Reserve.~~

~~(d) Any funds remaining in the Future Claims Reserve after payment of all Allowed Future Tort Claims, will be distributed to the Reorganized Debtor.~~

~~13.5 Treatment of Non settling Tort Claimants. Non settling Tort Claimants: (a) will be subject to the terms of the Litigation Trust Agreement; (b) will not receive any payment if (and to the extent) the Claim of the Non settling Tort Claimant is Disallowed pursuant to the litigation procedures constituting the Litigation Protocol; and (c) will have no further Claim against the Debtor, the Reorganized Debtor, any Released Party or any Settling Party. All Non~~

~~settling Tort Claimants will retain the right to adjudicate their Claims through litigation (including, if not previously waived, trial by jury in the Bankruptcy Court or the District Court, if and to the extent such is available), subject however, to the provisions of the Plan and the Litigation Trust Agreement. If an objection has been filed to the Claim of a Non-settling Tort Claimant and not resolved prior to the Effective Date, the objection will constitute commencement of the action to determine the Allowance or Disallowance of the Claim of a Non-settling Tort Claimant. Upon entry of a Final Order in favor of a Non-settling Tort Claimant, and upon resolution by Final Order of all Claims of Non-settling Tort Claimants, a Non-settling Tort Claimant will receive, in full release and discharge of such Allowed Claim, the lesser of:~~ Treatment of Litigation Tort Claimants.

(a) Allowance and Liquidation; Litigation Protocol. The following will be the protocol for Allowance and liquidation of Litigation Tort Claims: Unless a complaint alleging a Litigation Tort Claim was filed before the Petition Date and is presently pending in the Alaska Superior Court—which will be Disallowed or Allowed and liquidated pursuant to a final judgment by the Alaska Superior Court—each Litigation Tort Claim will be Disallowed or Allowed and liquidated pursuant to a final judgment of the District Court. Within sixty (60) days of the Effective Date each Litigation Tort Claimant must: file a complaint in the District Court against the Settlement Trustee asserting his or her Tort Claim against the Debtor and serve such complaint upon the Settlement Trustee; or, if a complaint was pending on the Petition Date in the Alaska Superior Court, file a motion in the Alaska Superior Court to put the case back onto its active trial docket, and serve such motion on the Settlement Trustee. If a Litigation Tort Claimant does not timely file such a complaint or motion, then his or her Tort Claim will be treated as a Convenience Tort Claim, which treatment will be irrevocable and in complete satisfaction, payment and release of the Litigation

Tort Claim. The Settlement Trustee will succeed to all of the Debtor's rights, defenses, affirmative defenses including statute of limitations, counterclaims, setoffs and recoupments with respect to Litigation Tort Claims and will substitute in any litigation in the Alaska Superior Court as the Defendant in place of the Debtor and any Participating Third Parties who are defendants in such actions pending in the Alaska Superior Court. The Settlement Trustee will have complete control of litigation and settlements of Litigation Tort Claims and Future Tort Claims, the holders of which elect to proceed with allowance under the Future Tort Claim Litigation Process.

(b) Payment. Each holder of an Allowed Litigation Tort Claim will be paid in Cash by the Litigation Trust such holder's pro rata share of the Litigation Trust net of the Settlement Trustee's fees, costs, and attorneys fees and costs defending all Litigation Tort Claims, within thirty (30) days after of the later of the date on which all Litigation Tort Claims have been Allowed or Disallowed by Final Order.

13.6 Treatment of Future Tort Claims.

(a) the amount of the judgment pursuant to a Final Order; or Future Tort Claims Representative's Tort Claim. The Future Tort Claims Representative's Tort Claim will be deemed satisfied when the Settlement Trust is funded.

(b) to the extent that the amount allocated to the Litigation Trust from the Fund, after deduction of the Trust Administrative Expense Reserve allocable to the Litigation Trust, is not sufficient to pay all Allowed Claims of Non-settling Tort Claimants the amount in (a) above, the Allowed Claims of Non-settling Tort Claimants will be paid Pro Rata from the remaining proceeds of the Litigation Trust, in full and complete release and discharge of such Allowed Claim of a

~~Non settling Tort Claimant. Any funds remaining in the Litigation Trust, after all distributions required to be made out of the Litigation Trust have been made, will be distributed to the Settlement Trust to be held by the Settlement Trust Trustee and distributed to the Settling Tort Claimants in accordance with the terms of the Settlement Trust and the Plan.~~Allowance and Distribution of Future Tort Claims.

(i) Distribution. Each holder of an Allowed Future Tort Claim which is filed on or before the seventh (7th) anniversary of the Effective Date will be paid in full in Cash by the Settlement Trustee from the Future Claims Reserve within thirty (30) days after the later of the date on which such Future Tort Claim is Allowed or the date on which the Future Claims Reserve is initially funded as provided for in the Plan; provided however that, any Future Tort Claimant that elects the Future Tort Claim Litigation Process will receive no more than eight percent (8%) of the Future Claims Reserve at the time the Future Tort Claim is filed, net of the costs of the Settlement Trustee to defend the Future Tort Claim as and when such Future Tort Claim becomes an Allowed Future Tort Claim pursuant to the Future Tort Claim Litigation Process.

(ii) Allowance. The holder of a Future Tort Claim may elect to proceed with allowance under the Future Tort Claim Settlement Process or the Future Tort Claim Litigation Process by (i) filing with the Special Arbitrator a Future Tort Claim Proof of Claim to be requested from and furnished by the Special Arbitrator upon request of a Future Tort Claimant who elects the Future Tort Claim Settlement Process, or (ii) filing a complaint in the District Court naming the Settlement Trustee as Defendant, which filing of such a complaint constitutes an election by a Future Tort Claimant of the Future Tort Claim Litigation Process. Each

Future Tort Proof of Claim by a holder of a Future Tort Claimant electing the Future Tort Claim Settlement Process must include the release of claims in the form provided in the Future Tort Claim Proof of Claim. A Future Tort Claim Allowed under this Section is referred to as an Allowed Future Tort Claim.

(c) Future Tort Claim Settlement Process.

(i) Allowance. If a holder of an Future Tort Claim elects to proceed with allowance under the Future Tort Claims Settlement Process, such Future Tort Claim will be Allowed (a) if the Special Arbitrator determines that the holder of such Future Tort Claim has proved by a preponderance of the evidence (i) that such holder was abused, and (ii) that the applicable statute of limitations under applicable non-bankruptcy law had not begun to run on or before March 1, 2008; and (b) if the Special Arbitrator does not find that there is clear, cogent and convincing evidence that the applicable statute of limitations under applicable non-bankruptcy law had run (i) after March 1, 2008, and (ii) before the date the holder of such Future Tort Claim filed the Future Tort Claim Proof of Claim. The Special Arbitrator will determine the amount of such Future Tort Claim by assigning such Future Tort Claim a dollar value pursuant to the matrix for distributions for Settling Tort Claimants. The Special Arbitrator may consider the credibility of the Future Tort Claimant and the facts alleged in support of the Future Tort Claim and, in the Special Arbitrator's sole discretion, reduce or deny the Future Tort Claim. The dollar value assigned to a Future Tort Claimant electing the Settlement Process will be confidential.

(ii) Amendment. At any time prior to final allowance or disallowance of a Future Tort Claim under the Future Tort Claim Settlement Process, the holder of such Future Tort Claim may settle the Future Tort Claim with the Special Arbitrator.

(d) Future Tort Claim Litigation Process.

(i) Allowance. If a holder of a Future Tort Claim elects to proceed with allowance under the Future Tort Claim Litigation Process, such Future Tort Claim will be determined either by a trial of such Future Tort Claim conducted by the District Court, or a settlement between the holder of such Future Tort Claim and the Settlement Trustee. Such Future Tort Claim is subject to all defenses available under applicable law, including but not limited to, the applicable statute of limitations and the defenses enumerated in the Plan with respect to any Tort Claims and which are available to Debtor.

(ii) Amendment of Election. At any time prior to the earliest of the date on which the Settlement Trustee has filed a dispositive motion with respect to, or trial has commenced on, a Future Tort Claim that is being determined under the Future Tort Claim Litigation Process, the holder of such Future Tort Claim may amend his or her election to instead elect treatment under the Future Tort Claim Settlement Process, by delivering a written notice of such election to the Special Arbitrator and the Settlement Trustee. Any such amended election will be irrevocable. Any such amended election will be deemed to be a consent to a reduction of the amount of any distribution with respect to such holder's Allowed Future Tort Claim, by the amount of all pre litigation and litigation Professional Fees and expenses incurred with respect to such Future Tort

Claims, and all other Settlement Trust costs and expenses attributable to such Future Tort Claim, which accrued through the date of such amended election.

(e) Future Tort Claims Filed after Seventh (7th) Plan Anniversary Barred. All Future Tort Claims filed after the seventh (7th) anniversary of the Effective Date will have no right to payment or any other right under the Plan, and all such Claims will be discharged under Article 21 of the Plan.

(f) Effect of Disallowance. If a Future Tort Claim is Disallowed, the holder of such Claim will have no further rights against the Debtor, the Reorganized Debtor, Settling Parties, Participating Third Parties or a Settling Insurer, the Settlement Trust or the Litigation Trust.

13.7 ~~13.6~~ General. All distributions to the holders of Allowed Tort Claims and ~~Allowed~~ Future Tort Claims (when they are Allowed) will be in full release, discharge and satisfaction of such Allowed Tort Claims and Future Tort Claims. A Tort Claimant or a Future Tort Claimant whose Tort Claim is Disallowed pursuant to the claim determination procedures set forth in the Plan, or a ~~Non-settling~~ Litigation Tort Claimant or a Future Tort Claimant who has elected the Future Claim Litigation Process and whose Tort Claim or Future Tort Claim (if applicable) is denied and Disallowed, will receive no distribution under the Plan and will have no further ~~Claim~~ Claims against CBNA, the Reorganized Debtor, the Settlement Trustee, any Settling Party or any Released Party.

13.8 ~~13.7~~ Treatment of Attorneys' Fees of Tort Claimants and Future Tort Claimants. ~~The Subject to Section 13.4(c)(ii) the~~ fees and expenses of attorneys representing any of the Settling Tort Claimants, ~~Non-settling~~ Litigation Tort Claimants or Future Tort Claimants who receive payment from the Settlement Trust, the Litigation Trust or the Future Claims Reserve, will be borne by such claimants based on applicable state law and individual arrangements made between such claimants and their respective attorneys. In no event will CBNA, the Reorganized

Debtor, the Settlement Trust~~—Trustee~~, the Settlement Trust, the ~~Litigation Trust~~Settlement Trustee ~~or~~, the Litigation Trust (if applicable) or the Litigation Reserve (if applicable) have any liability for any fees and expenses of attorneys representing any of the Settling Tort Claimants, any of the ~~Non-settling~~Litigation Tort Claimants or any of the Future Tort Claimants and any such Claims for any such fees and expenses, if any, will be Disallowed.

13.9 ~~13.8~~ Treatment of Punitive Damages. Claims for punitive or exemplary damages in connection with Tort Claims or Future Tort Claims or asserted by any other claimants, will be treated as Penalty Claims and be Disallowed.

13.10 ~~13.9~~ Impairment. The Class 10 Claims are impaired under the Plan.

ARTICLE 14

TREATMENT OF CLASS 12 CLAIMS (CONTINENTAL INSURANCE COMPANY CLAIMS)

14.1 Distribution. In full satisfaction of the Continental ~~Insurance Company~~ Claims, ~~thereas and when Allowed, the Reorganized Debtor will pay~~ holders of the Continental ~~Insurance Company~~ Claims, as and when allowed, will be paid \$10,000 \$75,000 Cash, on ~~later~~ of the Effective Date ~~or the Claim Payment Date~~.

14.2 Discharge. Any and all other amounts owed on the Continental Claims in addition to the \$75,000 paid pursuant to Section 14.1 of the Plan, will be discharged pursuant to Bankruptcy Code §§ 1141 and 524, and the Reorganized Debtor will not be required to pay any such amounts.

14.3 ~~14.2~~ Impairment. The Class 12 Continental ~~Insurance Company~~ Claims are impaired under the Plan.

ARTICLE 15

**TREATMENT OF CLASS 13 CLAIMS
(PILGRIM SPRINGS CLAIMS)**

15.1 Distribution. The Pilgrim Springs Claims are subject to the Pilgrim Springs Setoff Claims which exceed the Pilgrim Springs Claims. The Pilgrim Springs Claims will be Disallowed and ~~there~~ the holders of the Pilgrim Springs Claims will ~~be~~ receive no distribution ~~to~~ the holder on account of any Pilgrim Springs Claims and such holders will not receive anything under the Plan.

15.2 Impairment. The Class 13 Pilgrim Springs Claims are impaired under the Plan.

ARTICLE 16

**TREATMENT OF CLASS 14 CLAIMS
(PENALTY CLAIMS)**

16.1 Distribution. No Penalty Claims will be Allowed and there will be no distribution to the holders of any Penalty Claims.

16.2 Impairment. The Class 14 Penalty Claims are impaired under the Plan.

ARTICLE 17

MEANS OF IMPLEMENTATION OF THE PLAN

17.1 Funding the Fund. On or before the Effective Date, CBNA will transfer to the Fund, Cash in an amount of not less than \$9,800,000.

17.2 ~~17.1~~ Asset Sale to the Endowment. CBNA will sell the following CBNA Real Property to the Endowment in exchange for \$7,625,000 7.907 million in Cash ~~and marketable securities~~:

Catholic Schools of
Fairbanks

\$3,500,000.00

\$
+
-
+
0
0
-
0
0
0

<u>Chancery property</u>		<u>\$1,200,000.00</u>
Warehouse	\$225,000	
<u>Kobuk Center/ priest residence</u>		<u>\$1,120,000.00</u>
Catholic schools <u>Warehouse maintenance center</u>		<u>\$225,000.00</u>
KNOM Buildings \$430,000		
<u>property, Nome, AK</u>		<u>\$430,000.00</u>
Fairbanks Counseling & Adoption <u>FCA Barnett St Building</u>	\$600,000	<u>\$600,000.00</u>
Betty St <u>Street</u>		
Convent <u>Residence</u>		<u>\$205,000.00</u>

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	\$	
	3	
	0	
	0	
	0	
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	0	
Hanger		<u>\$346,000.00</u>
Kateri Tekakwitha Center, Galena		<u>\$175,000.00</u>
	\$	
	7	
	5	
	6	
	2	
	5	
	0	
	0	
	0	
<u>Cessna 207</u>		<u>\$75,000.00</u>
<u>Lot next to warehouse</u>		<u>\$31,000.00</u>
<u>Total</u>		<u>\$7,907,000.00</u>

The sale to the Endowment ~~must close prior to~~ will be pursuant to the Plan, and will not be a Bankruptcy Code § 363 sale. Certain CBNA Real Property is Excluded Property. Certain CBNA Real Property has been marketed during the pendency of the Reorganization Case but no acceptable offers have been obtained. The sale to the Endowment will close on or before the Effective Date. The proceeds of the asset sale to the Endowment will be used to fund CBNA's funding obligations on the Effective Date.

17.3 ~~17.2~~ Pilgrim Springs Auction. The Pilgrim Springs Auction will occur at a hearing ~~no less than conducted within forty-five (545) days prior to~~ of the Confirmation Hearing. The opening bid at the Pilgrim Springs Auction will be made by the Endowment for \$1,850,000, which bid will also serve as a back up bid to any and all higher and better bids. The sale of the Pilgrim Springs Property to the bidder with the highest and best bid at the Pilgrim Springs Auction must close prior to the Effective Date. The within forty-five (45) days of the Pilgrim

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Springs Auction, and will be free and clear of all claims, liens or encumbrances except for the UAF License under Bankruptcy Code §§ 363 and 1123. Up to \$1,850,000 of the proceeds of the Pilgrim Springs Auction will be used to fund CBNA's funding obligations on the Effective Date, including payment of Administrative Expenses, but, in all events, all proceeds above \$1,850,000 will be paid to the Settlement Trust.

17.4 ~~17.3~~ Harding Lake Sale. On or before the Effective Date, CBNA will sell the Chapel at Harding Lake to the Harding Lake community for fifteen thousand dollars (\$15,000) and such sale will be pursuant to the Plan and not a public sale pursuant to Bankruptcy Code §363.

17.5 ~~17.4~~ Assignment of Property Certain Claims to Trustee of Settlement Trust. ~~To the extent such property has not been sold prior to Trustee.~~ On the Effective Date, CBNA will transfer the following real Property and Personal Property assign to the Settlement Trustee ~~on the Effective Date:~~ its Claims against the Sisters of Saint Ann and the Jesuit Safeco Insurance Policies Claims.

Vacant Lot at the Catholic Schools of Fairbanks

Oknagamut Property

Second Tier Lot at Harding Lake

~~1978 Cessna 207A 5 seater, N6266H~~

~~1965 Cessna 172F 4 seater, N5459R~~

~~Claims against the Sisters of St. Ann~~

17.6 ~~17.5~~ Formation of Settlement Trust and Litigation Trust. On or before the Effective Date (but after entry of the Confirmation Order and after the Confirmation Order becomes a Final Order), the Reorganized Debtor will cause the following to occur: (a) the execution and delivery of the Settlement Trust Agreement and the Litigation Trust Agreement (if necessary), which will establish the Settlement Trust and the Litigation Trust; (b) delivery to the ~~Settlement Trust~~ Trustee and the ~~Litigation Trust~~ Settlement Trustee of any amounts in the Fund

allocated as ordered by the Bankruptcy Court as part of the Confirmation Order; (c) delivery of such commitments and assignments from the Reorganized Debtor to give effect to the right of the ~~Settlement Trust Trustee~~ Special Arbitrator and the ~~Litigation Trust Settlement~~ Trustee to receive any portion of the Fund to be funded after the Effective Date; and (d) delivery of such commitments, documents, agreements and assignments that are necessary to convey the Debtor's insurance coverage claims against ~~Breaching~~ Great Divide Candidate Insurers to the Settlement Trust Trustee under *Great Divide Insurance Co. v. Carpenter*, 79 P.3d 599 (Alaska 2003), ~~for ultimate assignment to Settling Tort Claimants or to Non-settling Tort Claimants (if such claimants later settle with the Litigation Trustee)~~ and other legal authority.

17.7 ~~17.6~~ Special Arbitrator and Trustees Settlement Trustee Assume Responsibility.

~~The~~ On the Effective Date, the Special Arbitrator will assume full responsibility for resolving the Tort Claims of all Settling Tort Claimants and the ~~Litigation Trust Settlement~~ Trustee will assume full responsibility for resolving all Tort Claims of ~~Non-settling~~ Litigation Tort Claimants. Further, on the Effective Date, the Settlement Trust Trustee will ~~substitute in~~ be substituted into any Insurance Actions against ~~Breaching~~ Great Divide Candidate Insurers as the ~~real parties~~ Real Party in ~~interest~~ Interest. The Special Arbitrator and the Settlement Trust Trustee and the Litigation Trust Trustee will assume full responsibility for: (i) establishing the respective Trust Administrative Expense ~~Reserves~~ Reserve with respect to the Settlement Trust and the Litigation Trust (if applicable) or the Litigation Reserve (if applicable); (ii) making payments to the holders of Allowed Tort Claims and Allowed Future Tort Claims that become Allowed under the conditions set forth in the Settlement Trust Agreement, the Litigation Trust Agreement (or the Litigation Reserve), the Future Claims Reserve and the Plan; (iii) collecting, investing and distributing funds for the benefit of the holders of Allowed Tort Claims and Allowed Future Tort Claims; and (iv) fulfilling all other obligations under the Settlement Trust Agreement and the Litigation Trust Agreement.

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~~17.7 Litigation Protocol. The procedures for resolving Claims of Non-settling Tort Claimants will be described in the Litigation Trust Agreement (if a Litigation Trust is necessary) and any other Plan Documents. If there are no Non-settling Tort Claimants by the date of the Confirmation Hearing, no Litigation Trust will be formed and no Litigation Protocol will be established. If it is necessary to establish a Litigation Trust, attempts will be made by the Special Arbitrator, acting as a mediator, to resolve the Claims of Non-settling Tort Claimants (or Future Tort Claimants, if applicable) that are not settled under the Plan. The costs and expenses incurred by the Special Arbitrator in attempting to initially resolve the Claims of the Non-settling Tort Claimants will be paid out of the Trust Administrative Expense Reserve allocated in the Litigation Trust. If such attempts are not successful within the time frames provided in the Litigation Trust Agreement, individual Non-settling Tort Claimants (or Future Tort Claimants if applicable) will have the right to proceed to trial, including jury trial, if available and not previously waived, in the Bankruptcy Court or in the District Court in accordance with applicable law, or may waive the right to a jury trial in such Non-settling Tort Claimant's sole discretion (if not earlier waived). In accordance with Bankruptcy Code § 1123(b)(3), after the Effective Date, the Litigation Trust Trustee will succeed to all Claims, defenses, counterclaims, setoffs, and recoupments, including statute of limitations defenses, belonging to the Debtor or its Estate, with respect to only the Claims of the Non-settling Tort Claimants or Future Tort Claimants (if applicable). The Litigation Trust Trustee may settle a Tort Claim held by a Non-settling Tort Claimant at any time. As part of any such settlement, the Litigation Trust Trustee may request that the Settlement Trust Trustee assign the Debtor's Claims against Breaching Insurers to the Tort Claimant. The Settlement Trust Trustee will be authorized to make such an assignment but only if he or she determines that the Litigation Trust Trustee's proposed settlement is reasonable. The Settlement Trust Trustee may confer with the Special Arbitrator for purposes of determining whether such settlement is reasonable.~~

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17.8 Funding on the Effective Date. All payments under the Plan which are due on the Effective Date from CBNA, will be funded from the Fund with respect to payment of Allowed Tort Claims; provided, however, that, prior to transfer of the Assets designated for the Fund, CBNA will pay or reserve all Professional Charges that remain unpaid as of the Effective Date and reserve the estimated amount for Professional Charges incurred through the date that final applications are required to be filed pursuant to Section 16.14 of the Plan. ~~All payments under the Plan which are due to other Creditors with Allowed Claims on the Effective Date will be paid from Assets other than those committed to the Fund. A portion of the Fund will be allocated to~~ 17.19 of the Plan or pursuant to final bills received by CBNA from the Chapter 11 Professionals if the requirement of final applications is waived by the Court, but in no event will the Fund be paid less than \$9,800,000 Cash on the Effective Date. The Settlement Trustee will create the Future Claims Reserve, with the amount of such and the Litigation Claims Reserve pursuant to the allocation to be determined either by agreement among CBNA, the Future Claims Representative and the Committee or approved by the Bankruptcy Court, as part of the confirmation process in the Confirmation Order.

17.9 Assignment of Insurance Actions. ~~If CBNA in its sole discretion determines to assign the Insurance Actions to the Fund as of the Effective Date (or anytime after the Effective Date) and transfer the Insurance Action Prosecution Fund to the Fund, and if Claims Against Great Divide Candidate Insurers. On the Effective Date, CBNA will assign its claims against Great Divide Candidate Insurers to the Settlement Trustee including, but not limited to, any and all Insurance Actions. If CBNA is requested by the Settlement Trust Trustee to assist in prosecution of the Insurance Actions in any manner, then any attorneys' fees, costs and expenses incurred by CBNA in assisting in prosecuting prosecution of the Insurance Actions will be paid by from the Settlement Trust.~~

17.10 Funding After the Effective Date. The funds necessary to ensure continuing performance under the Plan after the Effective Date will be (or may be) obtained from:

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(a) any and all remaining Assets retained by the Reorganized Debtor after the Effective Date;

(b) the net proceeds of the Pilgrim Springs Auction greater than \$1,850,000 to be paid to the Settlement Trustee;

(c) ~~(b)~~ the proceeds from the Special Appeals Appeal subject to the conditions set forth in Section 2.139 of the Plan;

(d) ~~(e)~~ Cash generated from the post-Effective Date operations of the Reorganized Debtor; and,

~~(d) the proceeds from Open Market Sales as described above in Section 17.3;~~

~~(e) Cash generated from the sale of any property owned by CBNA for which it has both legal and equitable interest, that is not otherwise restricted and which CBNA, in its discretion, determines to sell in order meet its obligations under the Plan;~~

(e) ~~(f)~~ any reserves established by the Debtor or the Reorganized Debtor;

~~(g) the Settlement Contributions; and~~

provided, however, that no part of the Fund may be used to pay Creditors other than Tort Claimants and Future Tort Claimants under the Plan, and only those Assets to be paid or contributed to the Fund, pursuant to the Plan, will be used to pay the Allowed Claims of Tort Claimants and Future Tort Claimants. In no event will the amount paid to the Fund be less than \$9,800,000 Cash.

17.11 Payments to the Fund After the Effective Date. After the Effective Date, the following payments will be made to the Fund by the Reorganized Debtor: from net proceeds in excess of \$150,000 from each Special Appeal.

~~(a) the Settlement Contributions;~~

~~(b) — proceeds from the Special Appeals; and~~

~~(c) — the proceeds from the sale of any CBNA Real Property that is committed to the Fund and which is not sold or encumbered (and the proceeds received) prior to the Effective Date.~~

17.12 Non-Monetary Commitment to Healing and Reconciliation. In order to further promote healing and reconciliation, and in order to continue its efforts to prevent sexual abuse from occurring in the Diocese in the future, CBNA agrees ~~to~~that beginning within thirty (30) days after the Effective Date (unless a different date is provided below):

(a) CBNA will ~~disclose to file with~~ file with the Bankruptcy Court the identity of all those known individuals who have admitted, been proven or been ~~credibly~~names of the individuals attached on Exhibit "C" identifying them as the priests, religious, lay employees and volunteers accused of sexual abuse during their period of service as a priest, religious, lay employee or volunteer in Alaska, in filed proofs of claim. The Debtor will not seek to seal such filing and will oppose any effort by any third party to seal such filing.

(b) For a period of ~~five~~ten (~~5~~10) years after the Effective Date, the Reorganized Debtor will post on the home page of its website and the Website of the Diocese, a prominent link ~~to a list of those individuals disclosed in Paragraph (a) above~~on the home page to the names listed on Exhibit "C" and any other known perpetrators (admitted, proven or credibly accused), including deceased perpetrators and those previously listed.

(c) Within ~~one~~eighteen (~~1~~18) ~~year~~months after the Effective Date, Bishop Kettler will personally go to every parishParish in which any individuals were abused and where those persons identified in Paragraph (a) above served. The Bishop will read a statement of apology from the pulpit and encourage parishioners to support victims. He will also identify all perpetrators that have

served in the Diocese and urge all abuse survivors to report abuse to law enforcement, the diocesan Victim's Assistance Coordinator, health care professionals and/or any survivor group or organization that the person wishing to make a report of abuse determines is appropriate to receive the report of abuse.

~~The Bishop~~ He will assure survivors and parishioners that no one will go to hell as a result of coming forward regarding the abuse they suffered. ~~He will further assure them and that they~~ survivors did not commit any sin in coming forward.

The Bishop's visits to the rural ~~parishes~~ Parishes will, to the extent feasible, be publicized by the following means: (i) posted on the ~~church~~ Parish Church bulletin board; (ii) posted by the ~~parish~~ Parish administrator or the ~~parish~~ Parish contact in the post office, the washeteria, the community center and the store of each village to the extent allowed by each of such place; (iii) announced by VHF radio by the ~~parish~~ Parish contact person as requested by the Bishop; and (iv) announced on KNOM two weeks in advance. At least thirty (30) days in advance of the Bishop's visit to a ~~parish~~ Parish, the Bishop will send a ~~letter~~ written invitation to all known abuse survivors in that ~~parish~~ Parish inviting them to attend his visit. ~~For those parishes that had students attending Holy Cross Boarding School, the Nulato Catholic Mission School (a/k/a Our Lady of the Snows), and St. Mary's High School (a/k/a St. Mary's Catholic Mission), the Bishop will include, in addition to the statement to be read as described above, an acknowledgement and apology for the abuses which occurred in those schools and also for the cultural disregard/disrespect resulting from the forced assimilation of Native people. Consistent with the Bishop's current practice, the Bishop will continue his "listening" sessions and healing ceremonies during the~~ parish Parish visits.

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(d) A general letter of apology will be displayed on the Diocese's website for a period of ~~five~~ten (~~5~~10) years from the Effective Date. In addition, this letter of apology will be published in ~~parish~~Parish bulletins (where ~~parish~~Parish bulletins are used) once a month for three (3) months after the Effective Date. The letter of apology will be read by the Bishop onto a public service announcement to be played on KNOM at least once a month for three (3) months after the Effective Date.

(e) The statement of apology described above in paragraph (c) and the letter of apology described in paragraph (d) above will, among other things:

(i) assure the faithful that all the sacraments conducted by perpetrators are not invalid by virtue of the fact that they were conducted by a perpetrator of abuse;

(ii) include an acknowledgement and apology for the abuses which occurred at Holy Cross Boarding School, the Nulato Catholic Mission School (a/k/a Our Lady of the Snows), and St. Mary's High School (a/k/a St. Mary's Catholic Mission), and also for the cultural disregard/disrespect resulting from the forced assimilation of Native people.

(f) No later than sixty (60) days after allowance of any Tort Claim Bishop Kettler will send individual letters of apology to such Tort Claimant and, if requested by such Tort Claimant, to his or her immediate family. The letters of apology will state that the survivor was not at fault for the abuse. Furthermore, the letters will state that no sins were committed by those who have come forward on account of their having coming forward. The letters of apology will be personally signed by the Bishop.

(g) ~~(e)~~ CBNA ~~agrees that it will~~ continue to comply in all respects with the following: (i) the Charter for the Protection of Children and Young People initially adopted by the USCCB United States Conference of Catholic Bishops in 2002 and revised in 2005 and as it may be amended from time to time; (ii) the Diocese of Fairbanks' Faithful Healing, Preventing and Responding To Ministry-Related Child Sexual Abuse policy adopted on August 1, 2003, as revised subsequently and as it may be amended from time to time; and (iii) the Diocese of Fairbanks' Policy on Abuse of Vulnerable Adults adopted November 16, 2005, as it may be amended from time to time. Among other things, the Debtor will continue to require individuals working for the Debtor or ministering within the Diocese to sign sworn statements attesting that they have not sexually abused any minor at any time. Further the Debtor will continue to aggressively assert its policy requiring individuals working for the Debtor or ministering within the Diocese to report any information indicating the existence of sexual abuse to law enforcement.

~~(f) — No later than sixty (60) days after allowance of any Tort Claim (as defined in the Plan), Bishop Kettler will send individual letters of apology to such Tort Claimant and, if requested by such Tort Claimant, to his or her immediate family.~~

(h) Four (4) times per year for five (5) years after the Effective Date and one time per year for twenty (20) years after the Effective Date, Reorganized Debtor will publish a prominent statement in media available within the Diocese, including, where applicable, Parish bulletins, Parish bulletin boards, Diocesan newsletters circulated within the Diocese (including but not limited to Ministering), KNOM, and the homepage of the Reorganized Debtor's website, urging persons sexually abused by priests or religious workers to contact law

enforcement, and the diocesan Victim's Assistance Coordinator, doctor or other health care professional or other trusted person and/or any survivor group or organization to make a report of abuse. In addition, the Debtor will provide information of health care professionals for mental health support or counseling.

(i) The Reorganized Debtor will institute a policy requiring that its representatives (including, but not limited to, Bishop Kettler and the Debtor's spokespersons), not refer either verbally or in print to sexual abuse claimants as "alleged" claimants, "alleged" victims or "alleged" survivors, and urging its representative to refer to claimants as survivors of clergy sexual abuse.

(i) The Reorganized Debtor will file status reports regarding its compliance with these non-monetary undertakings with the Bankruptcy Court and serve the Settlement Trustee. Reports will be filed semi-annually for the first two years after the Effective Date and annually for the next three years after the Effective Date. The Settlement Trustee will have standing to enforce these non-monetary undertakings. Nothing about these continuing reporting/enforcement requirements will prevent the issuance of a final decree or closing the Reorganization Case.

17.13 Procedure for Determination of Claims Other Than Tort Claims or Future Tort Claims. The following procedures will be used for purposes of ~~Allowance~~allowance and ~~Disallowance~~disallowance of Creditors' Claims that are not Tort Claims or Future Tort Claims:

(a) Objections to Claims. Notwithstanding the occurrence of the Effective Date, and except as to any Claim that has been Allowed prior to the Effective Date, all objections to Claims must be filed by the Claim Objection Deadline; provided, however, that any Disputed Claims held by Settling Tort Claimants or Future Tort Claimants will be determined by the Special Arbitrator in accordance with the Settlement Trust Agreement and the Plan and any

Disputed Claims held by ~~Non-settling~~Litigation Tort Claimants (or Future Tort Claimants ~~if who opt for the Future Tort Claims Representative opts out of the Settlement Trust~~Litigation Process) will be determined pursuant to the Litigation Trust Agreement, if any, and the Litigation Protocol; further, provided, however, that nothing contained in the Plan will affect the right of the Debtor to seek estimation of any Claims, including, Tort Claims, and Future Tort Claims on any grounds permitted by the Bankruptcy Code at any time.

(b) Disputed Claims. No payments or other distributions will be made to the holders of Claims unless and until such Claims are Allowed Claims pursuant to a Final Order or in accordance with Article 13. If a Claim is not an Allowed Claim by the Effective Date, or when payment is otherwise due under the Plan, payment on the Allowed Claim (plus interest, if any, as provided herein) will commence on the Claim Payment Date.

(c) Treatment of Contingent Claims. Until such time as a Contingent Claim or a Contingent portion of an Allowed Claim becomes fixed or absolute or is Disallowed, such Claim will be treated as a Disputed Claim for all purposes related to distributions under the Plan. The holder of a Contingent Claim will only be entitled to a distribution under the Plan when and if such Contingent Claim becomes an Allowed Claim, subject, however, to the provisions of Bankruptcy Code § 502(e), and, provided that if such Contingent Claim is for reimbursement, indemnification or contribution at the time of ~~Allowance or Disallowance~~allowance or disallowance, it will be Disallowed pursuant to Bankruptcy Code § 502(e)(1)(B).

17.14 Payments Effective Upon Tender. Whenever the Plan requires payment to be made, such payment will be deemed made and effective upon tender thereof by the Debtor or the Reorganized Debtor to the Creditor to whom payment is due. If any Creditor refuses a tender,

the amount tendered and refused will be held by the Debtor or the Reorganized Debtor for the benefit of that Creditor pending final adjudication of the dispute. However, when and if the dispute is finally adjudicated and the Creditor receives the funds previously tendered and refused, the Creditor will be obliged to apply the funds in accordance with the Plan as of the date of the tender; and while the dispute is pending and after adjudication thereof, the Creditor will not have the right to claim interest or other charges or to exercise any other rights which would be enforceable by the Creditor, if the Debtor or the Reorganized Debtor failed to pay the tendered payment.

17.15 Preservation of Debtor's Claims, Demands, and Causes of Action. Except as otherwise provided in the Plan, all Claims, demands, and causes of action of any kind or nature whatsoever held by, through, or on behalf of the Debtor and/or the Estate against any other Person, including but not limited to, the Retained Claims arising before the Effective Date which have not been resolved or disposed of prior to the Effective Date, are hereby preserved in full for the benefit of the Reorganized Debtor, except for such Claims or causes of action, cross-claims, and counterclaims, including Retained Claims, which: (a) have been released hereunder or pursuant to a Final Order prior to the Effective Date; and (b) which have been or are being transferred to the Special Arbitrator or the Settlement Trust Trustee or the Litigation Trust Trustee. Those Claims or causes of action, cross-claims and counterclaims which are being transferred to the Special Arbitrator or the Settlement Trust Trustee or the Litigation Trust Trustee, are preserved under the Plan for their respective benefits. To the extent necessary, the Reorganized Debtor is hereby designated as the estate representative pursuant to, and in accordance with, Bankruptcy Code § 1123(b)(3)(B). Furthermore, in accordance with Bankruptcy Code § 1123(b)(3), after the Effective Date, the Reorganized Debtor will own and retain, and may prosecute, enforce, compromise, settle, release, or otherwise dispose of, any and all Claims, defenses, counterclaims, setoffs, and recoupments belonging to the Debtor or its Estate, including, but not limited to the Retained Claims, except to the extent any of the

Contribution Actions or the Claims in the Insurance Actions have been assigned to the Settlement Trust-Trustee or the ~~Litigation Trust~~Settlement Trustee. The Debtor and the Reorganized Debtor will also be entitled to assign their rights under the Plan. On the Effective Date, the ~~Litigation Trust Trustee~~Special Arbitrator and the Settlement Trust-Trustee are hereby designated as the estate ~~representative~~representatives, pursuant to and in accordance with, Bankruptcy Code § 1123(b)(3) with respect to any and all Claims, defenses, counterclaims, setoffs, and recoupments belonging to the Debtor or its Estate with respect to the Claims of Settling Tort Claimants, Future Tort Claimants and ~~Non-settling~~Litigation Tort Claimants.

17.16 Special Provisions Governing Unimpaired Claims. Except as otherwise provided in the Plan, nothing will affect the Debtor's or the Reorganized Debtor's rights and defenses with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to, or setoffs or recoupments against, such ~~Unimpaired~~unimpaired Claims.

17.17 Operative Documents. The Debtor will prepare any documents which the Debtor and the Reorganized Debtor deem are necessary or appropriate to execute the Plan or are provided for under the Plan, including, but not limited to, the Plan Documents. If there is any dispute regarding the reasonableness or propriety of any such documents after reasonable and good faith efforts by the Debtor to negotiate and obtain approval of the documents by the other affected Person(s), any such dispute will be presented to the Bankruptcy Court for determination, at or in conjunction with the Confirmation Hearing.

17.18 Return of Deposits. To the extent that the Debtor was required to and did pay deposits to any Creditors after the Petition Date, as a condition of or as security for continued service after the Petition Date, including, but not limited to, deposits paid to utility companies for adequate assurance pursuant to Bankruptcy Code § 366, then, upon satisfaction of the Claims of such Creditor(s) pursuant to the Plan or if such Creditor(s) did not have any Claims against the Debtor, any such deposits, together with any interest or other income earned thereon, if any, will

be refunded to the Reorganized Debtor within fifteen (15) days of demand by the Reorganized Debtor for return of such deposit(s).

17.19 Administrative Claims Bar Date. All requests for payment of administrative costs and expenses incurred prior to the Effective Date pursuant to Bankruptcy Code §§ 507(a)(1) and 503(b) will be served and filed with the Bankruptcy Court no later than forty-five (45) days after the Confirmation Date. Any such Claim which is not served and filed within this time period will be forever barred. After approval by the Bankruptcy Court of the final fee applications of the Chapter 11 Professionals and the Future Claims Representative and the Future Claims Representative's Professionals for Professional Charges incurred prior to the Confirmation Date, the Chapter 11 Professionals and the Future Claims Representative and the Future Claims Representative's Professionals will not be required to submit any further fee applications to the Bankruptcy Court in accordance with Bankruptcy Code § 330. ~~After the Effective Date, any~~Any charges for fees, costs and expenses incurred by the ~~Committee's Professionals will be paid out of the Settlement Trust or the Litigation Trust, as applicable, and any charges for fees, costs and expenses incurred by the Future Claims Representative~~Future Claims Representative after the Effective Date will be paid out of the Future Claims Reserve.

17.20 Delivery of Distributions. Distributions will be made by the Debtor, the Reorganized Debtor, the Special Arbitrator or the Settlement Trust Trustee or the Litigation Trust Trustee as follows:

(a) At the addresses set forth in the Proofs of Claim (and if both a Claimant's address and a Claimant's counsel are listed on the Proof of Claim then to counsel's address) filed by holders of Claims or the last known addresses of such holders if no Proof of Claim is filed or if the Debtor, the Reorganized Debtor, the Settlement ~~Trust Trustee or the Litigation Trust Trustee~~ has not been notified of a change of address;

(b) At the addresses set forth in written notices of address change delivered to the Debtor, the Settlement Trust Trustee, ~~the Litigation Trust Trustee~~ or the Reorganized Debtor after the date of any related Proof of Claim; or

(c) At the addresses reflected in the Schedules of Assets and Liabilities filed in the Reorganization Case if no Proof of Claim has been filed, and the Debtor, the Settlement Trust Trustee, ~~the Litigation Trust Trustee~~ or the Reorganized Debtor has not received a written notice of change of address.

(d) If any distribution to a holder of an Allowed Claim (including an ~~Allowed Tort Claim, an Allowed Future Tort Claim~~ and an Allowed Future Tort Claim) is returned as undeliverable, no further distributions to such holder will be made unless and until the Debtor, the Settlement Trust Trustee, ~~the Litigation Trust Trustee~~ or the Reorganized Debtor is notified of such holder's then-current address, at which time all missed distributions will be made to the holder without interest. All claims for undeliverable or uncashed distributions must be made on or before the first (1st) anniversary of the date applicable to such distribution, or with respect to the final distribution to a Creditor holding an Allowed Claim (including an Allowed Tort Claim, ~~an Allowed Future Tort Claim~~ and an Allowed Future Tort Claim), within ninety (90) days thereof. After such date, all such unclaimed property will revert to the Reorganized Debtor or the Settlement Trust Trustee ~~or the Litigation Trust Trustee, as applicable~~, for further distribution in accordance with the Plan, and the Claim of any holder or successor to such holder with respect to such property, will be discharged and forever barred, notwithstanding any federal or state escheat law to the contrary.

ARTICLE 18

ADMINISTRATION OF THE SETTLEMENT TRUST, SETTLING TORT CLAIMS AND FUTURE TORT CLAIMS

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DEBTOR'S SECOND ~~THIRD~~ AMENDED JOINT PLAN OF REORGANIZATION

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18.1 Procedure for Determining the Settlement Amount for Settling Tort Claimants.

~~The Settlement Amount for each Settling Tort Claim and Future Tort Claim will be determined in a binding arbitration procedure before the Special Arbitrator, who will determine a reasonable settlement amount for the Claim. The following procedures will apply to the Special Arbitrator's determination of the reasonable settlement amount for the Claims of Settling Tort Claimants and Future Tort Claimants (unless the Future Claims Representative opts out of the Settlement Trust):~~Binding Arbitration Process. All Settling Tort Claimants whose claims have not been liquidated prior to the Effective Date pursuant to a Claim Allowance Agreement, will be liquidated pursuant to the following procedure; provided however that, holders of Settling Tort Claims which are being defended pursuant to a reservation of rights by a Great Divide Candidate Insurer must have his or her Tort Claim liquidated pursuant to a formal arbitration and the Special Arbitrator will conduct the formal arbitration for such Settling Tort Claimants utilizing the J.A.M.S. rules and procedures. The Reorganized Debtor will only be obligated to participate in such formal arbitration pursuant to the J.A.M.S. rules and procedures, if its defense costs will be paid by a Great Divide Candidate Insurer. Otherwise, the Debtor or the Reorganized Debtor will have no obligation to participate in the process or defend against any such Tort Claims of a Settling Tort Claimant who is subject to the foregoing procedure. The following procedure will apply to the Allowance of all Settling Tort Claims with the exception of the Tort Claims of Settling Tort Claimants subject to the formal arbitration procedure pursuant to the terms of the Plan and this Article 18:

(a) ~~Within thirty (30) days after the Effective Date, the Reorganized Debtor will provide the Special Arbitrator copies of each and every Settling Tort Claimant's Proof of Claim. Within sixty (60) days of the Effective Date, the Reorganized Debtor will provide the Special Arbitrator a memorandum on the Claims of each Settling Tort Claimant describing any evidence readily available in its possession regarding the Debtor's potential liability, available defenses and~~

insurance coverage regarding the Settling Tort Claim including information known about the alleged perpetrator(s) (if any). Upon request by the Special Arbitrator, the Reorganized Debtor will provide copies of readily available documents supporting or ~~contradicting~~opposing Claims or defenses.

(b) No later than thirty (30) days after service of a completed Uniform Questionnaire, a Great Divide Candidate Insurer may request, in writing, that up to fifteen (15) questions be included in a Custom Questionnaire issued by the Special Arbitrator. If so requested pursuant to this subparagraph, the Special Arbitrator will serve a Custom Questionnaire on the Settling Tort Claimant that includes the requested questions, provided that the questions are not harassing, duplicative or needlessly cumulative in nature. If no Custom Questionnaire is timely requested by a Great Divide Candidate Insurer, then the Special Arbitrator may rely on the Uniform Questionnaire previously provided by a Settling Tort Claimant for purposes of liquidating his or her Tort Claim.

(c) Within thirty (30) days after written request therefor from the Special Arbitrator, each holder of a Tort Claim whose Settlement Amount will be determined by the Special Arbitrator will: (i) complete under oath a Custom Questionnaire, if applicable; (ii) produce all records and documents requested by the Special Arbitrator; (iii) consent to and cooperate in any examinations requested by the Special Arbitrator and performed by health care professionals selected by the Special Arbitrator; and (iv) consent to and cooperate in a written and/or oral examination under oath by the Special Arbitrator. The Special Arbitrator also may, but will not be required to, obtain evidence from the Debtor, the Reorganized Debtor or any other party, and will have all of the rights and powers to take discovery under Part VII of the Bankruptcy Rules. The Special Arbitrator's determination will be made expeditiously.

(d) ~~(b)~~ The Special Arbitrator will may, but will not be required to, interview everyany Settling Tort Claimant regarding his or her Settling Tort Claim under oath. Counsel for the Settling Tort Claimant or Future Tort Claimant may facilitate the interview by conducting a direct examination of the Claimant. The Reorganized Debtor or its representative may, but will not be required to, participate in the interview and ask questions of the Settling Tort Claimant. Further, each Settling Tort Claimant may request an interview. Interviews may be conducted by telephone, but the Settling Tort Claimant can request that the interview be conducted in person. The Special Arbitrator will establish the time, place and duration of such in person interview and will exercise reasonable efforts to accommodate the availability of the Settling Tort Claimant. If an interview is to be conducted, the Special Arbitrator will give the Reorganized Debtor and the Great Divide Candidate Insurers at least thirty (30) days notice of the date and time of the interview. The Reorganized Debtor and the Great Divide Candidate Insurers may submit up to ten (10) questions for the Special Arbitrator to ask at the interview. The requested interview questions must be submitted to the Special Arbitrator no later than ten (10) days prior to the interview. The interview may be, but is not required to be, recorded by electronicvideo, audio or stenographic means.

(e) ~~(e)~~ In connection with his or her Interviewinterview, the Settling Tort Claimant may provide the Special Arbitrator with additional evidence supporting his or her Settling Tort Claim.

(f) ~~(d)~~ In connection with the Interview, the Claimant and the Reorganized Debtor may, but are not required to, submit a confidential settlementThe Settling Tort Claimant, the Settlement Trustee, or any Great Divide Candidate Insurer each may submit a simultaneous confidential memorandum to

the Special Arbitrator advocating their respective legal and factual positions affecting the Debtor's potential liability, available defenses, and the Settling Tort Claimant's damages and coverage. ~~The settlement memorandum which may be submitted in accordance with the preceding sentence~~ may recommend a settlement amount and advocate for or against an allocation between Cash and assignment of the Debtor's Claims against the Breaching Insurers under *Great Divide*. ~~The Reorganized Debtor may mention whether it believes a statute of limitation defense exists were the case to be tried, but shall not advocate such a defense, and shall expressly waive the statute of limitations defense for purposes of proposing or determining the reasonable settlement amount.~~ an amount for Allowance of the Settling Tort Claim. The Special Arbitrator will set a schedule for submission of the memoranda permitted by this subparagraph as to each Settling Tort Claim. Upon timely written request in connection with preparation of the memoranda, the Special Arbitrator will provide the Settling Tort Claimant, the Reorganized Debtor (if the Reorganized Debtor is participating in the process), the Settlement Trustee or Great Divide Candidate Insurer, a copy of a Settling Tort Claimant's completed Custom Questionnaire or recording or transcript of the interview.

(g) ~~(e)~~ ~~The Special Arbitrator shall~~ will have the power to issue subpoenas, under Rules 9016 Fed. R. Bankr. P. and 45 Fed. R. Civ. P., of the Bankruptcy Rules and Rule 45 of the Federal Rules of Civil Procedure in order to obtain information or compel witnesses to attend depositions. ~~The Special Arbitrator may request that counsel for the Claimant or counsel for the Reorganized Debtor conduct the deposition or other arbitration proceedings.~~ The Special Arbitrator may request that independent medical examinations be performed by healthcare professionals retained or appointed by the Special

Arbitrator, in order to obtain information on any matters related to the Settling Tort ~~Claimant's or Future Tort Claimant's Claim~~Claimants, including the nature and extent of damages allegedly suffered as a result of the alleged acts and/or omissions giving rise to the Tort Claim. The Special Arbitrator may also request from the Settling Tort Claimant or the Reorganized Debtor, any additional materials or names of possible witnesses that will aid the Special Arbitrator in evaluating a Settling Tort Claim. Nothing contained in the Plan will preclude a Settling Tort Claimant or the Reorganized Debtor from presenting any other evidence to the Special Arbitrator to allow the Special Arbitrator to evaluate the Settling Tort Claim.

(h) ~~(f)~~-The Special Arbitrator will issue an Arbitration Award setting forth his ~~or her~~ determination of the settlement amount as to each Settling Tort Claim or Future Tort Claim. The Arbitration Award must set forth how much, if any, of the settlement amount will be satisfied by an assignment of the Debtor's claims against insurers pursuant to Great Divide of the Allowed Settling Tort Claim. The Arbitration Award may, but is not required to, include a memorandum describing the reasons for the Arbitration Award. ~~There is no requirement that the Cash allocation of the Arbitration Award be any more than the Minimum Settlement.~~—The Arbitration Award must be served on the Settlement Trustee, the Settling Tort Claimant, the Reorganized Debtor, and the Great Divide Candidate Insurers, and also such counsel as designated by these parties. Service may be accomplished by electronic mail.

(i) ~~(g)~~-The ~~Special Arbitrator's~~ Arbitration Award and allocation is final and may not be appealed under any circumstances. Notwithstanding the foregoing, a Settling Tort Claimant, the Reorganized Debtor, or the Settlement Trustee may request that the Special Arbitrator reconsider his ~~or her~~ Arbitration

Award and allocation. Such a request must be submitted to the Special Arbitrator in writing not less than twenty (20) days after service of the Arbitration Award and allocation. The party seeking reconsideration must serve notice of the reconsideration request ~~to~~ on the Settling Tort Claimant, the Reorganized Debtor and the Settlement Trustee and such counsel as designated by these parties. The Special Arbitrator will set ~~such a~~ schedule for any additional interview, argument, or briefing as he ~~or she~~ deems appropriate under the circumstances. Notwithstanding any reconsideration by the Special Arbitrator, the decision of the Special Arbitrator will be final on or after any reconsideration and not subject to any appeal or judicial determination or review of any kind.

(i) ~~(h)~~ The Special Arbitrator must comply with requests by the Settling Tort Claimant ~~or the Future Tort Claimant~~ to keep information regarding the Settling Tort Claim confidential, in accordance with any confidentiality protocols established by the Bankruptcy Court during the course of the Reorganization Case, or as part of the confirmation process.

18.2 Procedure for Filing and Determination of Future Tort Claims. The following procedures will govern the filing of Future Tort Claims:

(a) Regardless of when a Future Tort Claim is asserted but in all events subject to the time periods set forth in Section 13.6 above, all Future Tort Claims ~~Claimants~~ will be required to file any Future Tort Claim on the Proof of Claim form for Tort Claims approved by the Bankruptcy Court in the Bar Date Order, ~~with respect to Tort Claims.~~

(b) If a Future Tort Claim is asserted after the Confirmation Date but before the Effective Date, such Future Tort Claim is to be filed with the Clerk of the Bankruptcy Court in accordance with the procedures set forth in the Bar Date Order.

(c) ~~If a Future Tort Claim is asserted after the Effective Date, the Person asserting the Future Tort Claim will send the original Proof of Claim form to the Settlement Trust Trustee (or the Litigation Trust Trustee if the Future Claims Representative opts out of the Settlement Trust) with a copy to counsel for the Reorganized Debtor. The Settlement Trustee must provide the Special Arbitrator with a copy of the Future Tort Claimant's Proof of Claim within fifteen (15) days of receipt. The Special Arbitrator may, in addition to the procedures set forth in Section 13.6 above, employ any of the procedures set forth in Section 18.1 above for purposes of liquidating and~~ Allowing or Disallowing any Future Tort Claim.

(d) ~~After receipt of the Proof of Claim form asserted by a Future Tort Claimant, the procedures set forth in Article 13 and Section 17.1 will govern the disposition of the Future Tort Claim.~~

18.3 Special Provisions Governing the Binding Arbitration's Administrative Costs for the Binding Arbitration. The following provisions govern the costs of administering the binding arbitration procedure for determining the settlement amount Arbitration Award for Settling Tort Claims and Future Tort Claims (unless the Future Claims Representative Tort Claimant elects to participate in the Future Tort Claim Litigation Trust) Process:

(a) The Special Arbitrator is entitled to compensation for his ~~or her~~ services and reimbursement of costs. The Special Arbitrator ~~shall~~ will issue his ~~or her~~ invoices to the Settlement Trustee. The Settlement Trustee, and only the Settlement Trustee, may review and question the Special Arbitrator's invoices. The Settlement Trustee ~~shall~~ will timely pay the Special Arbitrator's invoices.

(b) ~~If CBNA elects to participate in the arbitration proceeding for Settling Tort Claims or a Future Tort Claims, it will not be entitled to recover its fees and costs incurred from the Trust Administrative Expense Reserve of the~~

Settlement Trust. If CBNA is requested by the Special Arbitrator, the Settlement Trust Trustee, the Settling Tort Claimant or the Future Tort Claimant to participate, CBNA will be entitled to recover its fees and costs incurred from the Trust Administrative Expense Reserve of the Settlement Trust. The Reorganized Debtor's only source of compensation for participating in the Binding Arbitration Process, including the payment of attorneys' fees, costs and expenses will be payment by a Great Divide Candidate Insurer, or, if requested to participate by the Special Arbitrator and the fees and costs, and expenses are not being paid by a Great Divide Candidate Insurer, the Reorganized Debtor may be paid from the Settlement Trust if the Settlement Trustee determines that it is in the best interests of the Settling Tort Claimant to have the Reorganized Debtor's participation. In the event that the attorneys' fees, costs and expenses of the Reorganized Debtor are not going to be paid by a Great Divide Candidate Insurer or the Settlement Trust, then the Reorganized Debtor will have no obligation to participate in the liquidation, Allowance or Disallowance of any Tort Claims.

18.4 Wind Down of the Future Claims Reserve. No sooner than seven (7) years after the Effective Date, the Settlement Trustee, the Special Arbitrator or the Future Claims Representative may request that the Future Claims Reserve be wound down by filing a motion with the Bankruptcy Court. The proponent of the motion to wind down the Future Claims Reserve will provide no less than thirty (30) days notice and opportunity to be heard to the Settlement Trustee, the Special Arbitrator and the Future Claims Representative, or their successors. Any funds remaining in the Future Claims Reserve, after payment of all Allowed Future Tort Claims and costs and expenses of the Settlement Trust with respect to administration of Future Tort Claims, will be distributed as determined by the Settlement Trustee.

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ARTICLE 19

TREATMENT OF EXECUTORY CONTRACTS

19.1 Assumption and Rejection of Executory Contracts. On the Confirmation Date, except as otherwise provided herein, all Executory Contracts of the Debtor, that have not been previously rejected or terminated, will be assumed in accordance with the provisions and requirements of Bankruptcy Code §§ 365 and ~~1123~~1123, other than those Executory Contracts that: (a) have already been assumed by order of the Bankruptcy Court; (b) are subject to a motion to reject Executory Contracts that is pending on the Confirmation Date; or (c) are subject to a motion to reject an Executory Contract pursuant to which the requested effective date of such rejection is after the Confirmation Date. Approval of any motions to assume Executory Contracts pending on the Confirmation Date will be approved by the Bankruptcy Court on or after the Confirmation Date by a Final Order. Each Executory Contract assumed pursuant to this Article 19 will revert in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable law.

19.2 Claims Based on Rejection of Executory Contracts. Every Claim asserted by a Creditor arising from the rejection of an Executory Contract pursuant to the Plan must be filed with the Bankruptcy Court no later than the first Business Day which is thirty (30) days after the Confirmation Date or the first Business Day that is thirty (30) days after entry of the Final Order of the Bankruptcy Court approving rejection, if such Final Order is entered after the Confirmation Date. Every such Claim which is timely filed, as and when it becomes an Allowed Claim, will be treated under Class 8 of the Plan. Every such Claim which is not timely filed by the deadline stated above will be forever barred, unenforceable, and discharged, and the Creditor holding the Claim will not receive or be entitled to any distribution under the Plan on account of such Claim.

19.3 Indemnification of Members, Managers, Officers, and Employees. The obligation of the Debtor to indemnify any Person serving at any time on or prior to the Effective Date as one of its officers, employees, council members or volunteers by reason of such Person's service in such capacity, to the extent provided in any of the Debtor's constituent documents; or by a written agreement with the Debtor or under the laws of the State of Alaska pertaining to the Debtor, will be deemed and treated as Executory Contracts that are assumed by the Reorganized Debtor, pursuant to the Plan and Bankruptcy Code § 365 as of the Effective Date. Indemnification obligations of the Debtor to indemnify any Person that are assumed will survive unimpaired and unaffected by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before or after the Petition Date unless such Person is a Participating Third Party or a Released Party. Notwithstanding the foregoing, under no circumstances will the Debtor or the Reorganized Debtor assume or be responsible for any alleged indemnification obligations of ~~any priests, the Jesuits or~~ any priests or others against whom CBNA has determined or may, in the future, determine, that there are credible allegations of sexual abuse asserted against such Person(s) or such Person has or may have engaged in some other conduct that would excuse the Reorganized Debtor from providing any indemnification to such Person.

ARTICLE 20

CONDITIONS TO EFFECTIVE DATE

20.1 Conditions To Occurrence Of Effective Date. Each of the following are conditions to the Effective Date, which conditions must be satisfied or, in the alternative, waived by both the Debtor and the Committee in ~~their~~ sole discretion:

- (a) The Confirmation Order has been entered by the Bankruptcy Court, ~~which will be in full force and effect and~~ and is not subject to any stay or injunction;

~~(b)~~ — All conditions to the effectiveness of the Confirmation Order as set forth in Section 20.1(a) have been met.

(b) ~~(e)~~ The Confirmation Order is in form and substance satisfactory to the Debtor and the Committee in ~~its~~their sole discretion.

(c) ~~(d)~~ The sale of Assets to the Endowment has closed.

(d) \$9,800,000 Cash has been deposited in the Fund and transferred to the Settlement Trust.

~~(e)~~ ~~The sale of the Pilgrim Springs Property to the bidder with the highest and best bid at the Pilgrim Springs Auction has closed.~~ Debtor's claims against the Great Divide Candidate Insurers have been assigned to the Settlement Trustee.

(f) All actions, documents, and agreements necessary to implement the Plan will have been effected or executed, including, but not limited to, the Plan Documents.

~~(g)~~ — The Debtor has obtained sufficient funds available for funding the Plan with which to pay the Administrative Claims, when due, to satisfy the conditions of Section 20.1(a), and to transfer the initial funding to the Fund.

20.2 Debtor's Obligations to Cause Effective Date to Occur. Upon satisfaction of the conditions to the Effective Date and occurrence of the Effective Date, the Debtor will cause the following willto occur:

(a) Payment, Cure and Reinstatement or Setoff of Allowed Claims Other Than Tort Claims. The Reorganized Debtor will pay or make provision for the prompt payment to holders of Allowed Claims to whom payments, pursuant to the Plan, are to be made on the Effective Date by the Debtor.

(b) Deliveries to Settlement Trust and Litigation Trust. Unless the Settlement Trust and the Litigation Trust (or the Litigation Reserve) have been

earlier established, the Reorganized Debtor will cause the Settlement Trust and the Litigation Trust to be established. The Reorganized Debtor will deliver all amounts transferred to the Fund as of the Effective Date and any other assignments or pledges to the Settlement Trust Trustee and the Litigation Trust Trustee pursuant to the allocation ordered in the Confirmation Order.

20.3 Waiver of Conditions. The Debtor and the Committee, in ~~its~~their sole discretion, may waive any of the conditions to the occurrence of the Effective Date including waiver of the conditions regarding the effectiveness of the Confirmation Order in Section 20.1 above, any time, from and after the Confirmation Date. In that event, the Debtor will be entitled to render any or all of its performance under the Plan prior to what otherwise would be the Effective Date if the above-referenced conditions were not waived, including, but not limited to, the right to perform under any circumstances which would moot any appeal, review, or other challenge of any kind to the Confirmation Order, if the Confirmation Order is not stayed pending such appeal, review, or other challenge.

20.4 Effect of Non-occurrence of Conditions. If the consummation of the Plan does not occur, the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will: (a) constitute a waiver or release of any Claims by or against the Debtor; (b) prejudice in any manner the rights of the Debtor; (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtor in any respect, including, but not limited to, in any proceeding or case against the Debtor; or (d) be admissible in any action, proceeding or case against the Debtor in any court or other forum.

20.5 Merger; Choice of Law. All obligations of the Debtor to all Creditors will be merged into the Plan, the Settlement Trust, the Litigation Trust, the Plan Documents and any other documents executed by the Reorganized Debtor in connection with confirmation of the Plan and the occurrence of the Effective Date and delivered to the respective affected Creditors. All such obligations of the Reorganized Debtor will be evidenced by the Plan and such executed

and delivered Plan Documents, the Settlement Trust and the Litigation Trust. Unless otherwise provided therein, such documents will be governed by and construed in accordance with Alaska law.

20.6 Other Obligations of the Reorganized Debtor. The Reorganized Debtor will:

(a) review all Claims filed against the Estate other than Tort Claims, and Future Tort Claims and, if warranted, object to Claims within the time period provided in Section 16.8(a) of the Plan;

(b) determine whether and under what circumstances to pursue the Retained Claims and any other actions preserved for the benefit of the Reorganized Debtor and not otherwise assigned to the Fund; and

(c) perform all of its obligations under the Plan Documents, including, without limitation, those obligations provided in the Settlement Trust Agreement and the Litigation Trust Agreement.

ARTICLE 21

EFFECTS OF CONFIRMATION

21.1 Discharge. Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date, the Debtor and the Diocese will be discharged from and their liability will be extinguished completely in respect of any Claim and debt, whether reduced to judgment or not, liquidated or unliquidated, ~~contingent~~Contingent or noncontingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or future, that arose from any agreement of the Debtor or the Diocese entered into or obligation of the Debtor or the Diocese incurred before the Confirmation Date, or from any conduct of the Debtor or the Diocese prior to the Confirmation Date, or that otherwise arose before the Confirmation Date, including, without limitation, all interest, if any, on any such Claims and debts, whether such interest accrued before or after the Petition Date, ~~and including, without limitation,~~ all Claims and debts based upon or arising out of Tort Claims, Future Tort

Claims and from any liability of the kind specified in Bankruptcy Code §§ 502(g), 502(h), and 502(i), whether or not a Proof of Claim is filed or is deemed filed under Bankruptcy Code § 501, such Claim is Allowed under Bankruptcy Code § 502, or the holder of such Claim has accepted the Plan; provided, however, that, any Tort Claims arising as a result of sexual abuse that is committed after the Petition Date will not be discharged.

21.2 Vesting. Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date, the Reorganized Debtor will be vested with all of the property of the Estate free and clear of all Claims, liens, encumbrances, charges and other interests of Creditors, and the Reorganized Debtor will, thereafter, hold, use, dispose or otherwise deal with such property and, operate its business and conduct its ministry and mission free of any restrictions imposed by the Bankruptcy Code or by the Court. All Retained Claims are hereby preserved for the benefit of the Reorganized Debtor. Any Claims, causes of action or demands transferred to the Fund are preserved for the benefit of the Settlement Trust ~~Trust~~ Trustee under the Settlement Trust and ~~the Litigation Trust Trustee~~ under the Litigation Trust.

21.3 Channeled Claims. Except as otherwise expressly provided in the Plan and in this Article ~~20,21~~, in consideration of the promises and obligations of the Settling Parties under the Plan, including the establishment and funding of the Future Claims Reserve, the Settlement Trust and the Litigation Trust (or the Litigation Reserve, if applicable), all Persons who have held, hold, or may hold Tort Claims or Future Tort Claims, whether known or unknown, asserted or unasserted, will be forever barred from pursuing such Claims, whether such Claims are based upon tort or contract or otherwise, that they heretofore, now or hereafter possess or may possess against the Settling Parties, in each case based upon or in any manner whatsoever arising from or related to any acts or omissions of CBNA or the Diocese or any of the other Settling Parties related to any sexual misconduct or other acts and/or omissions by any clergy, employees, volunteers or other Persons associated with CBNA or the Diocese and, further, including, without limitation: (a) Tort Claims or Future Tort Claims; (b) Claims for bodily injuries and/or

personal injuries, including emotional distress, mental distress, mental anguish and humiliation; (c) those of any Person against whom any Claim, demand, proceeding, suit or cause of action based upon or in any manner arising from or relating to any of the matters enumerated or described herein ~~or in Sections 2.3 and 2.131 of the Plan~~ that has been or may be asserted (including, without limitation, rights of indemnity, whether contractual or otherwise, Contribution Claims, Jesuit Fault Allocation Claims and subrogation Claims); (d) those for damages, including punitive damages; (e) those for attorneys' fees and other expenses, fees or costs; (f) those for any possible economic loss or loss of consortium; (g) those for damages to reputation; and (h) those for any equitable remedy. Except as otherwise expressly provided in the Plan and the Plan Documents, including the Settlement Trust and the Litigation Trust, the provisions of this Section 21.3 will further operate, as between all Settling Parties, as a mutual release of all Claims which any Settling Party may have against another Settling Party. The foregoing channeling provisions are an integral part of the Plan and are essential to its implementation.

21.4 Exculpation and Limitation of Liability. None of the Released Parties will have or incur any liability to, or be subject to any right of action by, any holder of a Claim or any other party in interest or any of their respective agents, employees, officers, directors, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Reorganization Case, the pursuit of confirmation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their willful misconduct; and in all respects such parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Reorganization Case.

21.5 Permanent Injunction Against Prosecution of Released and Channeled Claims.

Except as otherwise expressly provided in the Plan, for the consideration described herein, or described in any agreement by which a Person becomes a Settling Party, or if such Person is a

Released Party on the Effective Date, all Persons who have held, hold, or may hold Channeled Claims or Claims against CBNA, the Diocese, any Settling Party or any Released Party, whether known or unknown, and their respective civil law and Canon Law officers, directors, officials, representatives, council members, employees, agents, attorneys, and all others acting for or on their behalf, will be permanently enjoined on and after the Effective Date from: (a) commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Claim, including, but not limited to, any Tort Claim or any Future Tort Claim against the Parties or the property of the Parties; (b) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Parties or the property of the Parties, with respect to any discharged Claim or Channeled Claim; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Parties or the property of the Parties with respect to any discharged Claim or Channeled Claim; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Parties with respect to any discharged Claim or Channeled Claim; and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the Plan or the Plan Documents, including, the Settlement Trust Agreement or the Litigation Trust Agreement. Notwithstanding this Section 21.5, each ~~Non-settling~~Litigation Tort Claimant (including any Future Tort Claimant ~~if who opts for the Future Claims Representative opts out of the Settlement Trust~~)Tort Claim Litigation Process will be entitled to continue or commence an action against the ~~Litigation Trust~~Settlement Trustee (in his ~~or her~~ capacity as trustee only and not in his ~~or her~~ individual capacity) for the sole purpose of obtaining a judgment as permitted by the Litigation Trust Agreement, the Litigation Protocol, the Future Tort Claim Litigation Process and the Plan, thereby liquidating such ~~Non-settling~~Litigation Tort Claimant's (including such Future Tort Claimant's, if applicable) Claim so that he or she may be paid with other Allowed Tort Claimants in the ordinary course of the operations of the Litigation Trust or the Future Claims Reserve, consistent with the provisions of the Litigation Trust Agreement, the Litigation Protocol, the

Future Claims Reserve, the Future Tort Claim Litigation Process and the Plan. The holder of any such judgment will be enjoined from executing against the Litigation Trust, ~~the Litigation Reserve (if applicable) or the Future Claims Reserve, their~~ assets or the assets of any of the Parties or the Settlement Trust. In the event any Person takes any action that is prohibited by, or is otherwise inconsistent with the provisions of Article 21 of the Plan, then, upon notice to the Court by an affected Party, the action or proceeding in which the Claim of such Person is asserted will automatically be transferred to the Court (or, as applicable, the District Court) for enforcement of the provisions of Article 21 of the Plan. The foregoing injunctive provisions are an integral part of the Plan and are essential to its implementation.

ARTICLE 22

SETTLEMENT WITH THE PARISHES PARISH CHURCHES, THE MONROE FOUNDATION AND THE CATHOLIC TRUST OF NORTHERN ALASKA

In order to facilitate implementation of the Plan, CBNA is entering into a settlement agreement with the Parish Churches, the Monroe Foundation, and the CTNA. Under the Parish Settlement Agreement with the Parishes and the Catholic Trust of Northern Alaska, a true and correct copy of which is attached the Plan as Exhibit "B."

22.1 Settlement Payment by Parishes. Each of the Parishes will contribute \$650,000 Cash from their unrestricted deposits with the CTNA to the Fund. Under the Monroe Foundation Settlement Agreement, the Monroe Foundation will contribute \$150,000 Cash to the Fund. The monies from the Parish Settlement and the Monroe Foundation Settlement will be used to settle the various disputes as to Parish Church Real Property, Monroe Foundation assets, and the avoidance actions claim against the CTNA. Under the settlements, the Parish Churches as, the Monroe Foundation and the CTNA will become Participating Third Parties will make a contribution, or a contribution will be made on behalf of each of the Parish Churches as Participating Third Parties, to the Estate in the total a cumulative amount of Five Hundred Thousand Dollars (\$500,000), which will be contributed by CBNA to the Fund. In addition to

~~the \$500,000, the Parish Churches agree to execute the necessary documents so that all Insurance Actions that belong to the Parish Churches are, along with CBNA's Insurance Actions, assigned to the Settlement Trust established by the Plan and in accordance with the terms of the Plan. The Parish Churches also agree to execute the necessary documents so that the Parish Churches' and CBNA's Insurance Actions may be settled with the proceeds used to fund the Fund established by the Plan and in accordance with the terms of the Plan. The Five Hundred Thousand Dollars (\$500,000) will be paid not later than the Effective Date of the Plan.~~

~~22.2 Settlement Consideration. The consideration for this Parish Settlement Agreement is: (i) the mutual releases; (ii) payment of the Settlement Amount; and (iii) that the Parish Churches shall be deemed Participating Third Parties and shall be beneficiaries of the channeling of the Tort Claims to the Settlement Trust and the Litigation Trust, and the issuance of the Channeling Injunction through the confirmation of the Plan. As a result of the Channeling Injunction and releases provided by this settlement, the Parish Churches, CTNA and related parties will not be subject to any Claims identified in Section 22.3(a-e).~~

~~(a) Affected Claims~~

~~(b) Any and all Tort Claims as defined in Section 2.132 of the Plan.~~

~~(c) Any and all Adult Tort Claims as defined in Section 2.3 of the Plan. (DELETE?)~~

~~(d) Any and all Future Tort Claims as defined in Section 2.56 of the Plan.~~

~~(e) Contribution Actions as defined in Section 2.33 of the Plan.~~

~~(f) Claims against the property of the Parish Churches, including substantive consolidation claims, Avoidance Actions, whether personal or real and regardless of whether legal title is held by CBNA or CBNA is acting as custodian or manager, or held by the Catholic Trust of Northern Alaska, whether restricted or unrestricted, including but not limited to *Official Committee of*~~

~~Unsecured Creditors v. Catholic Trust of Northern Alaska, et. al., Adversary No. 09-90025 DMD and Official Committee of Unsecured Creditors v. Catholic Bishop of Northern Alaska, et. al., Adversary No. 09-90026 DMD; endowments, whether held by the Parish Churches, the Monroe Foundation, or CBNA; and, all other property, title to which is claimed by the Parish Churches.~~

~~22.3 Confirmation Order Requirements. The Parish Settlement Agreement that the Confirmation order must provide the following:~~

~~(a) The Confirmation Order must provide that from and after the Effective Date, no action may be commenced or continued against CBNA and/or the Parish Churches, their past, present and future subsidiaries, affiliates, associations, associated corporations and entities, employees, priests, sisters, brothers, lay religious officers, directors, parish committee members, agents, attorneys, successors or assigns, or any of their property for any Claims which are the subject of this Settlement and Release Agreement and described or defined in Section 3.1(a-e) herein. This prohibition of legal action does not protect any of the persons against whom credible allegations of sexual misconduct has been found by CBNA, and who are identified on Exhibit "B" or who may later be identified by CBNA as a person against whom credible allegations of sexual misconduct has been found (the "Excluded Parties") NEED TO DEFINE EARLIER?.~~

~~(b) The Confirmation Order must further provide that the sole and exclusive remedy for any action arising out of any matter or Claim of a Tort Claimant, including a Future Tort Claimant, shall be pursuant to their rights under the Plan and shall be paid when and if such Claims are Allowed Claims pursuant to the terms of the Settlement Trust or the Litigation Trust as set forth in the Plan.~~

~~(e) — The Confirmation Order must further provide that any and all actions against Parish Churches' property, including but not limited to *Official Committee of Unsecured Creditors v. Catholic Trust of Northern Alaska, et. al.*, Adversary No. 09-90025-DMD and *Official Committee of Unsecured Creditors v. Catholic Bishop of Northern Alaska, et. al.*, Adversary No. 09-90026-DMD, are dismissed with prejudice.~~

~~(d) — In consideration of payment of the Settlement Amount, the interest of the Parish Churches in the Insurance Policies which will be used to fund the Settlement Trust and the Litigation Trust and other agreements, the Parish Churches are entitled to the protections afforded in the Plan for Settling Parties, including the Channeling Injunction applicable to the Settling Parties, and Settling Parties pursuant to Article 21 of the Plan.~~

ARTICLE 23

MODIFICATION OF PLAN

The Plan may be modified by the Debtor and the Committee or the Reorganized Debtor (as applicable) from time to time in accordance with, and pursuant to, Bankruptcy Code § 1127. The Plan may be modified by the Debtor and the Committee at any time before the Confirmation Date, provided that the Plan, as modified, meets the requirements of Bankruptcy Code §§ 1122 and 1123, and the Debtor ~~has~~and the Committee have complied with Bankruptcy Code § 1125. Each holder of a Claim that has accepted the Plan will be deemed to have accepted such Plan as modified if the proposed alteration, amendment or modification does not adversely change the treatment of the Claim of such holder. Each holder of a Claim that votes in favor of the Plan authorizes the Debtor to modify, at any time prior to the Effective Date and without the requirement of further solicitation, the treatment provided to the Class of Claims such Claims are classified in, provided that the Bankruptcy Court determines that such modification is not material. To the extent that it is determined that the Litigation Reserve will be established within

the Settlement Trust and no Litigation Trust will be utilized, the Plan will be deemed modified without any further action on behalf of the Debtor or the Committee.

ARTICLE 24

RETENTION OF JURISDICTION

Notwithstanding confirmation of the Plan and the occurrence of the Effective Date, the Bankruptcy Court will retain jurisdiction for the following purposes:

24.1 In General. The Bankruptcy Court will retain jurisdiction to determine the allowance and payment of any Claims upon any objections thereto (or other appropriate proceedings) by the Debtor, by the Reorganized Debtor, or by any other party in interest entitled to proceed in that manner. As part of such retained jurisdiction, the Bankruptcy Court will continue to determine the allowance of Administrative Claims and any request for payment thereof, including Administrative Claims for Professional Charges. The Bankruptcy Court will not retain or obtain jurisdiction to determine any internal disputes between or among the Debtor (or the Diocese), a Parish or any other related Person that, under applicable Canon Law, would be determined in a specialized religious court.

24.2 Tort Claims and Future Claims. Subject to the limitations set forth in Section 24.1 above, the Bankruptcy Court will retain jurisdiction to hear and determine and take such actions as are necessary or appropriate with respect to the ~~Allowance or Disallowance~~allowance or disallowance of Tort Claims or Future Tort Claims so long as such retained jurisdiction is consistent with the terms of the Plan, the Settlement Trust or the Litigation Trust.

24.3 Plan Disputes and Enforcement. Subject to the limitations set forth in Section 24.1 above, the Bankruptcy Court will retain jurisdiction to determine any dispute which may arise regarding the interpretation of any provision of the Plan. The Bankruptcy Court will also retain jurisdiction to enforce any provisions of the Plan and any and all Plan Documents, including, but not limited to, any actions to enforce the discharge, releases and injunctions provided for in Article 21 of the Plan. The Bankruptcy Court will also retain jurisdiction over

any matter relating to the implementation, effectuation, and/or consummation of the Plan as expressly provided in any provision of the Plan.

24.4 Further Orders. Subject to the limitations set forth in Section 24.1 above, the Bankruptcy Court will retain jurisdiction to facilitate the performance of the Plan by entering, consistent with the provisions of the Plan, any further necessary or appropriate order regarding enforcement of the Plan, the Plan Documents and any provisions thereof, and to protect the Debtor, the Reorganized Debtor, the Settling Parties and the Released Parties from actions prohibited under the Plan. The Bankruptcy Court will retain jurisdiction to hear and determine any requests to modify the Future Claims Reserve as provided in Section ~~13.4~~13.5(b) above. In addition, the Bankruptcy Court will retain jurisdiction to facilitate or implement the ~~Allowance, Disallowance~~allowance, disallowance, treatment, or satisfaction of any Claim, or any portion thereof, pursuant to the Plan (other than Tort Claims or Future Tort Claims, except to the extent that any retained jurisdiction is consistent with the Plan, the Settlement Trust and the Litigation Trust) to which an objection has not been filed prior to the Effective Date.

24.5 Retained Claims. Subject to the limitations set forth in Section 24.1 above, the Bankruptcy Court will retain jurisdiction with respect to any Retained Claims.

24.6 Issuance of Process. Subject to the limitations set forth in Section 24.1 above, the Bankruptcy Court will retain jurisdiction to issue any process necessary or appropriate to facilitate the actions and powers of the Special Arbitrator, including, but not limited to, issuance of subpoenas to compel attendance of witnesses ~~and~~, Settling Tort Claimants and Future Tort Claimants who participate in the Future Tort Claim Settlement Process at depositions, hearings and mediation as determined by the Special Arbitrator, in accordance with the terms of the Plan.

24.7 Governmental Units or Regulatory Agencies. The Bankruptcy Court will retain jurisdiction to adjudicate any dispute or to hear and determine any action taken, proposed, or threatened by any state, federal, or local governmental regulatory agency or unit having or

asserting jurisdiction or power over the conduct of the business of the Debtor and/or the Reorganized Debtor.

24.8 Final Decree. The Bankruptcy Court will retain jurisdiction to enter an appropriate final decree in the Reorganization Case.

24.9 Appeals. In the event of an appeal of the Confirmation Order or any other kind of review or challenge to the Confirmation Order, and provided that no stay of the effectiveness of the Confirmation Order has been entered, the Bankruptcy Court will retain jurisdiction to implement and enforce the Confirmation Order and the Plan according to their terms, including, but not limited to, jurisdiction to enter such orders regarding the Plan or the performance thereof as may be necessary to effectuate the reorganization of the Debtor.

24.10 Executory Contracts. The Bankruptcy Court will retain jurisdiction to determine any and all motions regarding assumption or rejection of Executory Contracts and any and all Claims arising therefrom.

24.11 Claims. Subject to the limitations set forth in Section 24.1 above, the Bankruptcy Court will retain jurisdiction: (a) to hear and determine any Claim or cause of action by or against the Debtor, the Debtor's officers, officials, employees or representatives, the Chapter 11 Professionals, and the Reorganized Debtor (except with respect to any internal disputes between and among CBNA, the Diocese, a Parish or any other related Person that, under applicable Canon Law, would be determined in a specialized religious court); (b) to adjudicate any causes of action or other proceeding currently pending or otherwise referenced here or elsewhere in the Plan, including, but not limited to, the adjudication of the Retained Claims and any and all "core proceedings" under 28 U.S.C. §157(b) which may be pertinent to the Reorganization Case and which the Debtor or the Reorganized Debtor may deem appropriate to initiate and prosecute before the Bankruptcy Court in aid of the implementation of the Plan; (c) to approve any settlements between or among CBNA, the Committee, the Settlement Trust Trustee ~~or the Litigation Trust Trustee~~ and the party against whom CBNA, the Committee, and/or the

Settlement Trust Trustee or the Litigation Trust Trustee, as the case may be, asserts a Retained Claim, and (d) to hear objections to Tort Claims prior to the Effective Date.

24.12 Modification of the Plan. The Bankruptcy Court will retain jurisdiction to modify the Plan pursuant to the provisions of the Plan.

24.13 Failure of Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter arising out of the Reorganization Case, including matters set forth in this Article 24, such lack of jurisdiction will not diminish, control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE 25

AMENDMENT TO ENDOWMENT

25.1 Amendment. ~~The~~Prior to the Effective Date but after the Confirmation Order becomes a Final Order, the Endowment Documents will be amended ~~in two ways~~as follows:

(a) The UPMIFA Amendment. The Endowment Documents will be amended to provide that at least twice annually, on or about March 31 and October 31, the Diocesan Bishop, in consultation with the Diocesan Finance Office and after consulting with the Diocesan Finance Council, may determine such spending distributions from one or more of the Endowments as is prudent for the uses, benefits, purposes and perpetual duration for which an Endowment was established. In determining the spending distributions, the Diocesan Bishop is to act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. The relevant factors to be considered by the Diocesan Bishop in setting the spending distributions for a particular period, will be determined by the Diocesan Bishop in consultation with the Diocesan Finance Office and the Diocesan Finance Council.

(b) The Investment Policy Amendment. The Endowment Documents will be amended to add the following provision to the Investment Guidelines as that term is defined in the Endowment Documents:

(i) Real estate: real estate includes developed or undeveloped land and buildings that are suitable for use as investment, mission, or school property.

(ii) ~~1.~~ Investment property ~~shall~~will have appropriate income, capital appreciation, marketability and administrative costs characteristics.

(iii) ~~2.~~ Mission and School Property must have stable value and the property's use must be necessary for the long term mission of the Catholic Church in Northern Alaska.

(c) The asset allocations will be amended as follows:

	<u>Maximum</u>	<u>Minimum</u>	<u>Target</u>
Total Return Based Pooled Fund:			
Real Estate	70%	0%	40%
Equities	70%	25%	45%
Fixed Income	50%	5%	10%
Cash	20%	0%	5%

25.2 Limitation on Authority. Notwithstanding any modifications to the Endowment Documents pursuant to the Plan, the authority of the Diocesan Bishop to determine the spending distributions will be limited to an amount equal to no more than six and .25 percent (6.25%) of the fair market value of the applicable Endowment fund, calculated on the basis of market values determined at least quarterly and averaged over a period of the preceding three (3) years.

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25.3 Incorporation into Confirmation Order. The Confirmation Order will set forth the modifications to be made to the Endowment Documents as provided for in this Article 25.

25.4 Implementation of Amendment. ~~After~~Prior to the Effective Date but after entry of the Confirmation Order and after the Confirmation Order becomes a Final Order, the Diocesan Bishop may amend the Endowment Documents to the extent necessary or appropriate to implement the modifications to the Endowment Documents provided for in the Plan.

ARTICLE 26

REORGANIZATION OF CBNA

26.1 Continued Corporate Existence and Operation of the Reorganized Debtor. The Debtor will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, with all powers of a religious corporation sole under the laws of the State of Alaska and without prejudice to any right to alter or terminate such existence under applicable state law but subject to applicable Canon Law. On and after the Effective Date, the Reorganized Debtor and the Diocese may operate their respective ~~business~~businesses and carry on the ministry and the mission of the Roman Catholic Church and may use, acquire, or dispose of property, and compromise or settle any Claims without supervision or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order.

26.2 Management of Reorganized Debtor. From and after the Effective Date, the Reorganized Debtor will continue to be managed in accordance with the principles of Canon Law and applicable state law, and the Bishop will be the sole director of the Reorganized Debtor.

26.3 Reorganization of Parishes. Prior to the Effective Date, but after the Confirmation Date and after consultation with the Parishes, the civil structure of the Parishes may be reorganized. The form of such parish reorganization, if any, will be disclosed prior to the Confirmation Hearing and, thereafter, incorporated into the Plan but only to the extent it involves any property in which CBNA has a legal interest. Notwithstanding the structure of such

reorganization, if any, such reorganization will comply, in all respects, with Canon Law. Any disputes regarding the interpretation and governance of the legal structure and operation of a Parish will be referred for determination to the appropriate agency or tribunal provided for under Canon Law.

ARTICLE 27

GENERAL PROVISIONS

27.1 Extension Of Payment Dates. If any payment date falls due on any day which is not a Business Day, then such due date will be extended to the next Business Day.

27.2 Notices. Any notice required or permitted to be provided under the Plan will be in writing and served by regular first class mail, electronic mail, overnight delivery, or hand-delivery.

27.3 Closing of the Case. At such time as the Plan has been fully administered and/or the Plan has been substantially consummated, the Reorganized Debtor will file an application for Final Order showing that the Plan has been fully administered or substantially consummated upon notice to only those Creditors, ~~holders of interests,~~ and parties that, after the Effective Date, have specifically requested, after which an order approving the Reorganized Debtor's final report and closing the Reorganization Case may be entered.

27.4 Interest. Whenever interest is to be computed under the Plan, interest will be simple interest and not compounded.

27.5 Additional Assurances. The Debtor, the Reorganized Debtor, the Settlement Trust Trustee, ~~the Litigation Trust Trustee~~ and the Creditors holding Claims herein, including Tort Claims and Future Tort Claims will execute such other further documents as are necessary to implement any of the provisions of the Plan.

27.6 Confirmation By Nonacceptance Method. The Debtor and the Committee hereby ~~requests~~request, if necessary, confirmation of the Plan pursuant to Bankruptcy Code § 1129(b) with respect to any impaired Class of Claims which does not vote to accept the Plan.

27.7 Withdrawal Of Plan. The Plan may be withdrawn or revoked prior to entry of the Confirmation Order in which event the provisions of Sections ~~19.420.4~~ and ~~25.1227.12~~ will apply.

27.8 Severability And Reformation. It is the Debtor's and the Committee's intention to comply fully with the Bankruptcy Code and applicable nonbankruptcy law in proposing the Plan. Therefore, if any provision of the Plan is determined by the Bankruptcy Court to be contrary to the Bankruptcy Code or applicable nonbankruptcy law, that provision will be deemed severed and automatically deleted from the Plan, if it cannot be reformed or the provision or its interpretation will be deemed reformed to ensure compliance; provided, however, that nothing contained in this Section will prevent the Debtor and the Committee from modifying the Plan in any manner whatsoever in accordance with and as set forth in the Plan. Pursuant to any ruling by the Bankruptcy Court regarding the subject matter of this Section, any such severance or reformation will be stated specifically in the Confirmation Order, which then will control notwithstanding any contrary or inconsistent provisions of the Plan.

27.9 Prohibition Against Prepayment Penalties. If the Debtor or the Reorganized Debtor chooses, in its sole and absolute discretion, to prepay any obligation on which deferred payments are provided for under the Plan, the Debtor or the Reorganized Debtor will not be liable or subject to the assessment of any prepayment penalty thereon unless otherwise ordered by the Bankruptcy Court.

27.10 Fractional Dollars. Notwithstanding any other provision of the Plan, no payments or distributions under the Plan of or on account of fractions of dollars will be made. When any payment or distribution of or on account of a fraction of a dollar to any holder of an Allowed Claim would otherwise be required, the actual payment or distribution made will reflect a rounding of such fraction to the nearest whole number (up or down).

27.11 Payment Of Statutory Fees And Filing of Quarterly Reports. All fees payable pursuant to Section 1980 of Title 28 of the United States Code, 28 U.S.C. § 1980, as determined

by the Bankruptcy Court at or in conjunction with the Confirmation Hearing, will be paid on or before the Effective Date and, thereafter, in accordance with applicable bankruptcy law. All quarterly reports of disbursements required to be filed by applicable bankruptcy law will be filed in accordance with applicable bankruptcy law.

27.12 Reservation of Rights. Except as expressly provided herein, the Plan will have no force or effect unless the Confirmation Order is entered by the Bankruptcy Court and the Effective Date has occurred. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtor or the Committee with respect to the Plan will be or will not be deemed to be an admission or waiver of any rights of the Debtor or the Committee with respect to the holders of Claims prior to the Effective Date or with respect to any matter which is pending before or may come before the Bankruptcy Court for determination in the Bankruptcy Case.

27.13 No Professional Fees or Expenses. No professional fees or expenses will be paid by the Debtor or the Reorganized Debtor with respect to any Claim except as specified in the Plan or as Allowed by Final Order of the Court.

27.14 Dissolution of Committee. Upon the occurrence of the Effective Date, the Committee will be dissolved.

27.15 Headings. The headings of the articles, paragraphs, and ~~sections~~sections of the Plan are inserted for convenience only and will not affect the interpretation hereof.

27.16 Section 1146 Exemption. Pursuant to Bankruptcy Code § 1146(c), any transfers of property pursuant hereto will not be subject to any document, recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment in the United States, and the Confirmation Order will direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and

recording any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

27.17 Successors and Assigns. The rights, benefits and obligations of any Person named or referred to in the Plan will be binding upon, and will inure to the benefit of, the heir, executor, administrator, successor or assign of such Person.

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DATED: ~~May 14,~~December 16, 2009.

CATHOLIC BISHOP OF NORTHERN ALASKA,
an Alaska religious corporation sole

By _____
Bishop Donald J. Kettler

Responsible Person for the Catholic Bishop of
Northern Alaska

THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS

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By /s/ James I. Stang
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Unsecured Creditors

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DEBTOR'S SECOND THIRD AMENDED JOINT PLAN OF REORGANIZATION

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