

Susan G. Boswell, Esq. (AZ #004791; Admitted Pro Hac Vice)
Kasey C. Nye, Esq. (AZ#020610; Admitted Pro Hac Vice)
Lori L. Winkelman, Esq. (AZ#021400; Admitted Pro Hac Vice)
QUARLES & BRADY LLP
One South Church Avenue
Suite 1700
Tucson, Arizona 85701-1621
Telephone: (520) 770-8700
Facsimile: (520) 770-2222
Email: susan.boswell@quarles.com
Email: kasey.nye@quarles.com
Email: lori.winkelman@quarles.com

Michael R. Mills, Esq. (AK #891174)
DORSEY & WHITNEY LLP
1031 West Fourth Avenue
Suite 600
Anchorage, AK 99501-5907
Telephone: (907) 276-4557
Facsimile: (907) 276-4152
Email: mills.mike@dorsey.com

Attorneys for Debtor, Catholic Bishop of Northern Alaska

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 FIRST AMENDED AND RESTATED PLAN OF REORGANIZATION FOR
CATHOLIC BISHOP OF NORTHERN ALASKA**

~~March 31~~, May 14, 2009

Fairbanks, Alaska

TABLE OF CONTENTS

ARTICLE 1 INTRODUCTION	1
ARTICLE 2 DEFINITIONS.....	1
2.1 Scope Of Definitions.....	1
2.2 Administrative Claim.....	2
2.3 Adult Tort Claim.....	2
2.4 Adult Tort Claimant.....	3
2.5 <u>Alaskan Shepherd Sharing Agreement</u>	<u>3</u>
<u>2.6</u> Allowed Claim	3
2.6 <u>2.7</u> Annuities	4
2.7 <u>2.8</u> Annuity Secured Claims	4
2.8 <u>2.9</u> Assets	<u>45</u>
2.9 <u>2.10</u>	Ballot
2.10 <u>2.11</u>	Bankruptcy Code
2.11 Bankruptcy Court or Court	5
2.12 Bankruptcy <u>Court or Court</u>	<u>5</u>
<u>2.13</u> <u>Bankruptcy</u> Rules.....	5
2.13 Bar Date	5
2.14 Bar Date Order	5
2.15 <u>Bar Date Order</u>	<u>6</u>
<u>2.16</u> Business Day.....	6
2.16 <u>2.17</u>	Canon Law
2.17 <u>2.18</u>	Cash
2.18 CBNA Real Property	6
2.19 <u>CBNA Real Property</u>	<u>6</u>
<u>2.20</u> Channeled Claims	7

TABLE OF CONTENTS

(continued)

2.20 <u>2.21</u>	Chapter 11 Professions	
2.21 Claim		7
2.22	Claim <u>7</u>	
<u>2.23</u>	<u>Claim</u> Allowance Agreement	7
2.23 <u>2.24</u>	Claim Objection Deadline	
2.24 <u>2.25</u>	Claim Payment Date	
2.25 <u>2.26</u>	Class	
2.26 <u>2.27</u>	Co-Defendants	
2.27 <u>2.28</u>	Committee	
2.28 Confirmation Date		8
2.29	Confirmation Hearing <u>Date</u>	8
2.30	Confirmation Order <u>Hearing</u>	8
2.31	<u>Confirmation Order</u>	8
<u>2.32</u>	Contingent	9
2.32 Contribution Actions		9
2.33	Contribution Claims <u>Actions</u>	9
2.34	<u>Contribution Claims</u>	9
<u>2.35</u>	Creditor	9
2.35 Debtor or CBNA		9
2.36	Debtor <u>or CBNA</u>	9
<u>2.37</u>	<u>Debtor's</u> Professionals	9
2.37 <u>2.38</u>	Diocese	
2.38 <u>2.39</u>	Diocesan Bishop	
2.39 <u>2.40</u>	Disallowed	
2.40 <u>2.41</u>	Disclosure Statement	

TABLE OF CONTENTS
(continued)

2.41	Disputed Claim	10
2.42	Disputed <u>Claim</u>	10
<u>2.43</u>	<u>Disputed</u> Claims Reserve	10
2.43 <u>2.44</u>		District Court
2.44	Effective Date	11
2.45	Endowment <u>Effective Date</u>	11
2.46	Endowment Documents	11
2.47	<u>Endowment Documents</u>	11
<u>2.48</u>	Estate	11
2.48 <u>2.49</u>		Estimated Amount
2.49 <u>2.50</u>		Excluded Property
2.50 <u>2.51</u>		Executory Contract
2.51 <u>2.52</u>		Exit Financing
2.52 <u>2.53</u>		Final Order
2.53	Fund	13
2.54	<u>Fund</u>	13
<u>2.55</u>	Future Claims Representative	14
2.55 <u>2.56</u>		Future Claims Reserve
2.56	Future Tort Claimant	15
2.57	Future Tort Claims <u>Claimant</u>	15
2.58	<u>Future Tort Claims</u>	15
<u>2.59</u>	General Unsecured Convenience Claim	16 <u>15</u>
2.59 <u>2.60</u>		General Unsecured Claim
2.61	Great Falls DIP Loan	16
2.62	Great Falls <u>DIP Loan</u>	16

TABLE OF CONTENTS
(continued)

2.63	Great Falls Promissory Note	17 16
2.63	Great Falls Secured Claims	17
2.64	Insurance Actions	17
2.64	Great Falls Secured Claims	16
2.65	Insurance Actions	17
2.66	Insurance Action Prosecution Fund	17
2.66 2.67	..... Insurance Action Recoveries	
2.67	Insurance Adversary	18
2.68	Insurance Adversary	18
2.69	Insurance and Benefit Claims	18
2.69	Insurance Company	18
2.70	Insurance Coverage Company	18
2.71	Insurance Coverage	18
2.72	Insurance Policy	18
2.72 2.73	..... Jesuits	
2.73	Jesuit Contribution Claims	19
2.74	Jesuit Unsecured Contribution Claims	19
2.75	Jesuit Unsecured Claims	19
2.76	Litigation Protocol	19
2.76	Litigation Trust	19
2.77	Litigation Trust Agreement	20 19
2.78	Litigation Trust Trustee. This term will refer to and mean the trustee under the Litigation Trust Agreement	20 19
2.79	Litigation Trust Trustee	20
2.80	Non-settling Tort Claimants	20
2.80	Other Secured Claims	20

TABLE OF CONTENTS
(continued)

2.81	Other Secured Claims	20
2.82	Other Tort and Employment Claims	20
2.82	Parish	21
2.83	Parish Real Property	21 20
2.84	Parish Real Property	21
2.85	Participating Third Parties	21
2.85	Parties	22
2.86	Parties	21
2.87	Penalty Claims	22 21
2.87 2.88	.....	Person
2.88 2.89	.....	Petition Date
2.89	Pilgrim Springs Claims	22
2.90	Pilgrim Springs Property Claims	22
2.91	Pilgrim Springs Property Allocation	23 22
2.92	Pilgrim Springs Property Allocation	22
2.93	Pilgrim Springs Setoff Claims	23 22
2.93	Plan	23
2.94	Plan Documents	23
2.95	Plan Documents	23
2.96	Post-Effective Date Secured Tax Claims	23
2.96 2.97	.....	Prepetition Date Secured Tax Claims
2.97 2.98	.....	Priority Employee Unsecured Claim
2.98	Priority Tax Claim	24
2.99	Priority Unsecured Tax Claim	24 23
2.100	Priority Unsecured Claim	23

TABLE OF CONTENTS

(continued)

2.101	Pro Rata.....	2423
2.101 2.102	.....Professional Charges	
2.102 2.103	.....Proof of Claim	
2.103 2.104	.....Property Tax Administrative Claim	
2.104	Property Tax Claims	25
2.105	Property Tax Claims 24	
2.106	Property Tax Claims Proration	25 24
2.106 2.107	.....Released Parties	
2.107 2.108	.....Reorganization Case	
2.108 2.109	.....Reorganized Debtor	
2.109 2.110	.....Retained Claims	
2.110	Secured Claim	26
2.111	Secured Tax Claim.....	26 25
2.112	Secured Tax Claim	25
2.113	Settlement Contributions	27 26
2.113	Settlement Trust	27
2.114	Settlement Trust Agreement	28 26
2.115	Settlement Trust Trustee. This term will refer to and mean the trustee under the Settlement Trust Agreement	28 27
2.116	Settlement Trust Trustee	27
2.117	Settling Insurers	28 27
2.117	Settling Parties	28
2.118	Settling Parties	28
2.119	Settling Tort Claimants	29 28
2.119 2.120	.....Special Arbitrator	
2.120	Tier	29

TABLE OF CONTENTS
(continued)

2.121	Tier One <u>Tort Claims</u>	30 <u>29</u>
2.122	Tier Two <u>One</u> Tort Claims.....	30 <u>29</u>
2.123	Tier Three <u>Two</u> Tort Claims.....	30 <u>29</u>
2.124	Tier Four <u>Three</u> Tort Claims.....	31 <u>30</u>
2.125	Tier Five <u>Four</u> Tort Claims.....	31 <u>30</u>
2.126	Tier One <u>Distribution Amount</u>	31 <u>Five To</u>
2.127	Tier Two <u>One</u> Distribution Amount.....	31 <u>30</u>
2.128	Tier Three <u>Two</u> Distribution Amount.....	32 <u>31</u>
2.129	Tier Four <u>Three</u> Distribution Amount.....	32 <u>31</u>
2.130	Tier Five <u>Four</u> Distribution Amount.....	32 <u>31</u>
2.131	Tort Claim	32
<u>2.131</u>	<u>Tier Five Distribution Amount</u>	<u>31</u>
2.132	Tort Claimant	33 <u>Claim</u>
2.133	<u>Tort Claimant</u>	<u>32</u>
<u>2.134</u>	<u>Trust Administrative Expense Reserve</u>	33 <u>32</u>
2.134 <u>2.135</u>	.....	Unsecured Claim.
ARTICLE 3 UNCLASSIFIED CLAIMS		34 <u>33</u>
3.1	Administrative Claims	34 <u>33</u>
3.2	Priority Unsecured Claims	34 <u>33</u>
3.3	Priority Tax Claims.....	34 <u>33</u>
3.4	Elimination of Claim.....	34
ARTICLE 4 CLASSIFICATION OF CLAIMS		35 <u>34</u>
4.1	Classification.....	35 <u>34</u>
4.2	Classes.....	35 <u>34</u>
ARTICLE 5 TREATMENT OF CLASSES OF CLAIMS WHICH ARE NOT IMPAIRED UNDER THE PLAN.....		36 <u>35</u>

TABLE OF CONTENTS
(continued)

5.1	Priority Employee Unsecured Claims – Class 1	3635
5.2	Annuity Secured Claims – Class 5.....	3635
5.3	Insurance and Benefit Claims – Class 11	3635
ARTICLE 6 TREATMENT OF CLASS 2 CLAIMS (PREPETITION DATE SECURED TAX CLAIMS)		3736
6.1	Distribution	3736
6.2	Disputed Claims.....	3736
6.3	Retention of Liens.....	37
6.4	Other Claims	3837
ARTICLE 7 TREATMENT OF CLASS 3 CLAIMS (OTHER SECURED CLAIMS)		3837
7.1	Distribution	3837
7.2	Retention of Liens.....	3837
ARTICLE 8 TREATMENT OF CLASS 4 CLAIMS (GREAT FALLS SECURED CLAIM).....		3837
8.1	Distribution	38
8.2	Impairment.....	3938
ARTICLE 9 TREATMENT OF CLASS 6 CLAIMS (GENERAL UNSECURED CONVENIENCE CLAIMS).....		3938
9.1	Distribution	3938
9.2	Interest.....	4039
9.3	Impairment.....	4039
ARTICLE 10 TREATMENT OF CLASS 76 CLAIMS (JESUIT UNSECURED CLAIMS)		4039
10.1	Distribution	4039
10.2	Setoff Prior to Assignment or Distribution.....	4039
10.3	Interest.....	4039
10.4	Impairment.....	4039
ARTICLE 11 TREATMENT OF CLASS 8 CLAIMS (GENERAL UNSECURED CLAIMS).....		4039

TABLE OF CONTENTS

(continued)

11.1	Distribution	40
11.2	Interest.....	41 <u>40</u>
11.3	Impairment.....	41 <u>40</u>
ARTICLE 12 TREATMENT OF CLASS 9 CLAIMS (OTHER TORT AND EMPLOYEE CLAIMS)		41 <u>40</u>
12.1	Distribution	41 <u>40</u>
12.2	Impairment.....	41 <u>40</u>
ARTICLE 13 TREATMENT OF CLASS 10 CLAIMS (TORT CLAIMS, ADULT TORT CLAIMS AND FUTURE TORT CLAIMS)		41 <u>40</u>
13.1	General Terms.....	41 <u>40</u>
13.2	Allocation of Funding	42 <u>41</u>
13.3	Treatment of Settling Tort Claimants	42 <u>41</u>
13.4	Treatment of Future Tort Claims	44
13.5	Treatment of Non-settling Tort Claimants.....	46
13.6	General.....	47
13.7	Treatment of Attorney's <u>Attorneys'</u> Fees of Adult Tort Claimants, Tort Claimants and Future Tort Claimants	47 <u>48</u>
13.8	Treatment of Punitive Damages.....	48
13.9	Impairment.....	48
ARTICLE 14 TREATMENT OF CLASS 12 CLAIMS (PILGRIM SPRINGS CLAIMS)		48
14.1	Distribution	48
14.2	Impairment.....	48
ARTICLE 15 TREATMENT OF CLASS 13 CLAIMS (PENALTY CLAIMS).....		48
15.1	Distribution	48 <u>49</u>
15.2	Impairment.....	48 <u>49</u>
ARTICLE 16 MEANS OF IMPLEMENTATION OF THE PLAN		48 <u>49</u>

TABLE OF CONTENTS (continued)

16.1	Litigation Protocol	49
16.2	Procedure for Determining Claims of Settling Tort Claimants and Future Tort Claimants (if applicable).....	49 <u>50</u>
16.3	Procedure for Filing Future Tort Claims	49 <u>50</u>
16.4	Funding on the Effective Date	50
16.5	Assignment of Insurance Actions	51
16.6	Funding After the Effective Date.....	51
16.7	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:	52
16.8	<u>Non-Monetary Commitment to Healing and Reconciliation</u>	<u>53</u>
<u>16.9</u>	<u>Procedure for Determination of Claims Other Than Tort Claims, Adult Tort Claims or Future Tort Claims</u>	52 <u>55</u>
16.9 <u>16.10</u>	..... Payments Effective Upon Tender	
16.10 <u>16.11</u>	..... Preservation of Debtor's Claims, Demands, and Causes of Action	
16.11 <u>16.12</u>	..... Special Provisions Governing Unimpaired Claims	
16.12 <u>16.13</u>	..... Operative Documents	
16.13 <u>16.14</u>	..... Return of Deposits	
16.14 <u>16.15</u>	..... Administrative Claims Bar Date	
16.15 <u>16.16</u>	..... Delivery Of Distributions. Distrib	
ARTICLE 17 PROCEDURE FOR DETERMINATION OF CLAIMS OF SETTLING TORT CLAIMANTS AND FUTURE TORT CLAIMANTS (IF APPLICABLE).....		57 <u>59</u>
17.1	Procedure for Determining Claims of Settling Tort Claimants and Future Tort Claimants	57 <u>60</u>
17.2	Criteria for Determining Validity of Tort Claims of Settling Tort Claimants and Future Tort Claimants	60 <u>62</u>
17.3	Criteria for Determining Tiers for Allowed Claims	61 <u>63</u>
17.4	Notice of Allowance	62 <u>64</u>
ARTICLE 18 TREATMENT OF EXECUTORY CONTRACTS		62 <u>65</u>

TABLE OF CONTENTS
(continued)

18.1	Assumption and Rejection of Executory Contracts	62 <u>65</u>
18.2	Claims Based on Rejection of Executory Contracts	63 <u>65</u>
18.3	Indemnification of Members, Managers, Officers, and Employees	63 <u>66</u>
ARTICLE 19 CONDITIONS TO EFFECTIVE DATE		64 <u>66</u>
19.1	Conditions To Occurrence Of Effective Date. Each of the following are conditions to the Effective Date, which conditions must be satisfied or waived by the Debtor in its sole discretion:	64
19.2	Debtor's Obligations to Cause Effective Date to Occur. Upon satisfaction of the conditions to the Effective Date, the following will occur:	64
19.3	Waiver of Conditions	65 <u>67</u>
19.4	Effect of Non-occurrence of Conditions	65 <u>68</u>
19.5	Merger; Choice of Law	65 <u>68</u>
19.6	Other Obligations of the Reorganized Debtor	66 <u>68</u>
ARTICLE 20 EFFECTS OF CONFIRMATION		66 <u>69</u>
20.1	Discharge	66 <u>69</u>
20.2	Vesting.	67 <u>69</u>
20.3	Channeled Claims	67 <u>70</u>
20.4	Exculpation and Limitation of Liability	68 <u>71</u>
20.5	Permanent Injunction Against Prosecution of Released and Channeled Claims.....	68 <u>71</u>
ARTICLE 21 MODIFICATION OF PLAN		70 <u>72</u>
ARTICLE 22 RETENTION OF JURISDICTION		70 <u>73</u>
22.1	In General.....	70 <u>73</u>
22.2	Tort Claims, Adult Tort Claims and Future Claims	71 <u>73</u>
22.3	Plan Disputes and Enforcement	71 <u>73</u>
22.4	Further Orders	71 <u>74</u>
22.5	Retained Claims	72 <u>74</u>

TABLE OF CONTENTS
(continued)

22.6	Issuance of Process	72 <u>74</u>
22.7	Governmental Units or Regulatory Agencies	72 <u>74</u>
22.8	Final Decree	72 <u>75</u>
22.9	Appeals	72 <u>75</u>
22.10	Executory Contracts	72 <u>75</u>
22.11	Claims	72 <u>75</u>
22.12	Modification of the Plan	73 <u>76</u>
22.13	Failure of Court to Exercise Jurisdiction	73 <u>76</u>
ARTICLE 23 AMENDMENT TO ENDOWMENT		73 <u>76</u>
23.1	Amendment	73 <u>76</u>
23.2	Limitation On Authority	74 <u>76</u>
23.3	Incorporation into Confirmation Order	74 <u>76</u>
23.4	Implementation of Amendment	74 <u>77</u>
ARTICLE 24 REORGANIZATION OF CBNA		74 <u>77</u>
24.1	Continued Corporate Existence and Operation of the Reorganized Debtor	74 <u>77</u>
24.2	Management of Reorganized Debtor	75 <u>77</u>
24.3	Reorganization of Parishes	75 <u>77</u>
ARTICLE 25 GENERAL PROVISIONS		75 <u>78</u>
25.1	Extension Of Payment Dates	75 <u>78</u>
25.2	Notices	75 <u>78</u>
25.3	Closing of the Case	75 <u>78</u>
25.4	Interest	75 <u>78</u>
25.5	Additional Assurances	76 <u>78</u>
25.6	Confirmation By Nonacceptance Method	76 <u>78</u>
25.7	Withdrawal Of Plan	76 <u>78</u>

TABLE OF CONTENTS

(continued)

25.8	Severability And Reformation	76 <u>78</u>
25.9	Prohibition Against Prepayment Penalties.....	76 <u>79</u>
25.10	Fractional Dollars.....	76 <u>79</u>
25.11	Payment Of Statutory Fees And Filing of Quarterly Reports.....	77 <u>79</u>
25.12	Reservation of Rights.....	77 <u>79</u>
25.13	No Professional Fees or Expenses	77 <u>80</u>
25.14	Dissolution of Committee	77 <u>80</u>
25.15	Headings	77 <u>80</u>
25.16	Section 1146 Exemption	78 <u>80</u>
25.17	Successors and Assigns.....	78 <u>80</u>

ARTICLE 1

INTRODUCTION

The Catholic Bishop of Northern Alaska, an Alaska religious corporation sole ("Debtor" or "CBNA"), the Debtor and Debtor-in-Possession in the above-captioned Chapter 11 reorganization case (the "Reorganization Case"), proposes the following [First Amended and Restated](#) 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 _____, 200__.

ARTICLE 2

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 DEBTOR'S [FIRST AMENDED](#) PLAN OF REORGANIZATION

Page 1 of ~~85~~[85](#)

In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD

QB\124448.00004\7680322-48004345.3

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. ~~This term will refer to and mean~~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 Adult Tort Claim. ~~This term will refer to and mean~~Means all Claims, demands, suits, causes of action, proceedings or any other rights or asserted rights to payment, including, but not limited to any Claims, demands, suits, or causes of action: (i) for bodily injuries and/or personal injuries, including emotional distress, mental distress, mental anguish and humiliation; (ii) for damages, including punitive damages; (iii) for attorneys' fees and other expenses, fees or costs; and (iv) for any equitable remedy, heretofore, now or hereafter asserted against the Debtor,

DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Page 2 of ~~85~~85

In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD

QB\124448.00004\7680322-48004345.3

any Released Parties, any Settling Parties, the Settlement Trust Trustee, the Settlement Trust, the Litigation Trust Trustee or the Litigation Trust, whether or not reduced to judgment, based upon or in any manner arising from or related to: (a) assault, battery or other acts and/or omissions by any cleric, employee, volunteer or other person associated with CBNA, the Diocese, any Parish or any affiliated entity; (b) the failure of CBNA or the Diocese to properly hire, install and/or supervise any cleric, any volunteer, or any other employee of or person associated with CBNA, the Diocese, a Parish or any affiliated entity; (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 alleged bodily injury and/or personal injury suffered by an adult; or (d) the failure to warn, disclose or provide information concerning, the acts and/or omissions of the perpetrator and other misconduct of clergy, other employees or volunteers of or persons associated with CBNA, the Diocese, the Parishes or any affiliated entities.

2.4 Adult Tort Claimant. ~~This term will refer to and mean~~Means a Person who was over the age of majority at the time the acts and/or omissions giving rise to the Adult Tort Claim arose.

2.5 Alaskan Shepherd Sharing Agreement. Means the Reorganized Debtor's agreement with the Settlement Trust Trustee, and the Litigation Trust Trustee, if applicable, to pay certain percentages of unrestricted donations and bequests to the Alaskan Shepherd to the Fund at certain fundraising benchmarks for five (5) years following the Effective Date. Under this agreement CBNA will retain 100% of unrestricted donation and bequest income up to an agreed minimum operating reserve. Once the minimum operating reserve benchmark is reached then CBNA will pay the Fund 100% of the first \$250,000 over the minimum operating reserve, CBNA will split the next \$250,000 in unrestricted donations and bequests funds received 80% to the Fund and 20% to CBNA; the next \$500,000 of unrestricted donations will be split 60% to the Fund and 40% to CBNA. Thereafter unrestricted donations will be split 50/50 between CBNA and the Fund.

2.6 ~~2.5~~ Allowed Claim. ~~This term will refer to and mean~~ Means with reference to any Administrative Claim against or every Claim against the Debtor, as applicable: (i) as to which a Proof of such Claim has been filed within the time fixed by the Bankruptcy Court or, if such Claim arises from the rejection of an Executory Contract pursuant to the Plan, on or before the first Business Day which is thirty (30) days after the Confirmation Date and which has not been objected to by the time for Claim Objection Deadline; (ii) any Claim which the Debtor has scheduled as liquidated in amount and undisputed in its Schedules of Assets and Liabilities from time to time in accordance with Bankruptcy Rule 1009, for which no contrary Proof of Claim has been filed and which has not been objected to by the Claim Objection Deadline; (iii) any Administrative Claim or Claim expressly Allowed in the Plan; (iv) any Administrative Claim or Claim that is not Disputed; (v) any Administrative Claim or Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtor, the Committee, the Special Arbitrator, the Settlement Trust Trustee or the Litigation Trust Trustee pursuant to the Plan and which is Allowed by a Final Order; and (vi) any Administrative Claim or Claim that has been Allowed by a Final Order; provided, however, that Claims 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 Allowed Claims hereunder. If any Claim, or the Creditor holding such Claim, is subject to any defense, setoff, counterclaim, recoupment, or other adverse claim of any kind of the Debtor or the Reorganized Debtor, that Claim will be deemed a Disputed Claim, unless such adverse claim is acknowledged by the Debtor in the Plan or in accordance with the terms of the Plan; and it will not become an Allowed Claim unless and until all such matters are resolved or adjudicated fully and finally and a Final Order has been entered, except as may provided in the Settlement Trust Agreement or the Litigation Trust Agreement.

2.7 ~~2.6~~ Annuities. ~~This term will refer to and mean~~ 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 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.

2.8 ~~2.7~~ Annuity Secured Claims. ~~This term will refer to and mean~~ Means the right of the holders of the Annuities to receive the monthly payments provided for in the agreement between CBNA and such annuitant.

2.9 ~~2.8~~ Assets. ~~This term will refer to and mean~~ Means each and every item of property and interest of the Debtor therein as of the Effective Date except Excluded Property, whether tangible or intangible, legal or equitable, liquidated or unliquidated, and includes without limitation: (a) all Cash; (b) all Retained Actions (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 that is not Excluded Property.

2.10 ~~2.9~~ Ballot. ~~This term will refer to and mean~~ 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 Adult Tort Claimant and any Tort Claimant will make the election to opt out of the Settlement Trust and into the Litigation Trust. The Ballot, to the extent necessary, will be approved by the Bankruptcy Court.

2.11 ~~2.10~~ Bankruptcy Code. ~~This term will refer to and mean~~ 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 DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Page 5 of ~~85~~ 85
In re Catholic Bishop of Northern Alaska, Case No. 08-00110-DMD
QB\124448.00004\7680322-48004345.3

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. ~~This term will refer to and mean~~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. ~~This term will refer to and mean~~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.

2.15 ~~2.14~~ Bar Date Order. ~~This term will refer to and mean~~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 and Adult Tort Claimants.

2.16 ~~2.15~~ Business Day. ~~This term will refer to and mean~~Means every day except Saturdays, Sundays, federal holidays, Catholic holidays recognized and observed by CBNA, and Alaska holidays observed by the Bankruptcy Court.

2.17 ~~2.16~~ Canon Law. ~~This term will refer to and mean~~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.

2.18 ~~2.17~~ Cash. ~~This term will refer to and mean~~Means cash, cash equivalents, bank deposits, and negotiable instruments payable on demand.

2.19 ~~2.18~~ CBNA Real Property. ~~This term will refer to and mean~~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 but is not Excluded Property;
- (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 Adult Tort Claimants, Tort Claimants, and Future Tort Claimants; and
- (h) which is not Parish Real Property.

2.20 ~~2.19~~ Channeled Claims. ~~This term will refer to and mean~~ Means the Claims of Tort Claimants, Adult Tort Claimants and Future Tort Claimants against the Settling Parties or the Released Parties which are channeled to and satisfied pursuant to the Settlement Trust or the Litigation Trust.

2.21 ~~2.20~~ Chapter 11 Professionals. ~~This term will refer to and mean~~ Means the Debtor's Professionals and the Committee Professionals, wherever they are referred to collectively in the Plan.

2.22 ~~2.21~~ Claim. ~~This term will refer to and mean~~ Means "claim" as defined in Bankruptcy Code § 101(5) and includes Tort Claims, Adult Tort Claims and Future Tort Claims.

2.23 ~~2.22~~ Claim Allowance Agreement. ~~This term will refer to and mean~~ Means an agreement between CBNA and a Tort Claimant or an Adult Tort Claimant, which is entered into prior to the Effective Date and approved by the Bankruptcy Court, whereby CBNA and such Tort Claimant or Adult Tort Claimant agree that the Tort Claim or Adult Tort Claim should be an Allowed Claim and provides for the Tier into which the Tort Claim is to be placed. Any Adult Tort Claim that is subject to a Claim Allowance Agreement will be placed in Tier Five.

2.24 ~~2.23~~ Claim Objection Deadline. ~~This term will refer to and mean~~Means the date by which any objections to Claims 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.

2.25 ~~2.24~~ Claim Payment Date. ~~This term will refer to and mean~~Means the date which is ten (10) Business Days after a Claim becomes an Allowed Claim if such Claim is not an Allowed Claim on the Effective Date.

2.26 ~~2.25~~ Class. ~~This term will refer to and mean~~Means each of the classifications of Claims described in Article 4 of the Plan.

2.27 ~~2.26~~ Co-Defendants. ~~This term will refer to and mean~~Means the entities and individuals who are co-defendants with CBNA in the various state court actions or against whom informal Claims have been asserted by a Tort Claimant or an Adult Tort Claimant.

2.28 ~~2.27~~ Committee. ~~This term will refer to and mean~~Means the Official Committee of Unsecured Creditors appointed by the United States Trustee on March 31, 2008.

2.29 ~~2.28~~ Confirmation Date. ~~This term will refer to and mean~~Means the date on which the Bankruptcy Court enters the Confirmation Order on the Court's docket.

2.30 ~~2.29~~ Confirmation Hearing. ~~This term will refer to and mean~~Means the hearing held by the Bankruptcy Court regarding confirmation of the Plan, as such may be continued from time to time.

2.31 ~~2.30~~ Confirmation Order. ~~This term will refer to and mean~~Means the order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code §1129 and which will, among other things:

(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;

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

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

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

(f) 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 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 20.3 and 20.5 of the Plan;

(g) approve the amendments to the Endowment provided for in Article 23 of the Plan; and

(h) contain such other terms and provisions as are acceptable to CBNA in its sole discretion.

2.32 ~~2.31~~ Contingent. ~~This term will refer to and mean~~ 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.

2.33 ~~2.32~~ Contribution Actions. ~~This term will refer to and mean~~ Means any actions commenced or which may be commenced against any Person against whom CBNA asserts a Contribution Claim.

2.34 ~~2.33~~ Contribution Claims. ~~This term will refer to and mean~~ Means any rights or claims of CBNA for indemnification or contribution 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.

2.35 ~~2.34~~ Creditor. ~~This term will refer to and mean~~ Means "creditor" as defined in Bankruptcy Code § 101(10).

2.36 ~~2.35~~ Debtor or CBNA. These terms (which are completely synonymous and interchangeable), will refer to and mean 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.

2.37 ~~2.36~~ Debtor's Professionals. ~~This term will refer to and mean~~ 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

Any 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).

2.38 ~~2.37~~ Diocese. ~~This term will refer to and mean~~ Means the canonical entity encompassing the territory of the Diocese of Fairbanks subject to the jurisdiction of Bishop and

through which the Bishop carries out his canonical duties in accordance with the Code of Canon Law.

2.39 ~~2.38~~ Diocesan Bishop. ~~This term will refer to and mean~~Means, as provided in the Endowment Documents and pursuant to Canon Law, a title within the Roman Catholic Church designating the Bishop appointed by the Vatican See to govern the Diocese and care for its people, with the cooperation and assistance of other Catholics, clerics and laity and does not mean or include the Bishop acting as the sole director of CBNA.

2.40 ~~2.39~~ Disallowed. This term, when referring to a Claim, will refer to and mean a Claim or any portion of a Claim which has been disallowed or expunged by a Final Order.

2.41 ~~2.40~~ Disclosure Statement. ~~This term will refer to and mean~~Means the 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 approved by the Bankruptcy Court.

2.42 ~~2.41~~ Disputed Claim. ~~This term will refer to and mean~~Means every Claim, or portion thereof, which is not an Allowed Claim, to which an objection (formal or informal) has been made and which has not yet been Disallowed.

2.43 ~~2.42~~ Disputed Claims Reserve. ~~This term will refer to and mean~~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 or the Litigation Trust, each of which will be governed by the terms of the Settlement Trust Agreement and the Litigation Trust Agreement, respectively.

2.44 ~~2.43~~ District Court. ~~This term will refer to and mean~~Means the United States District Court, District of Alaska.

2.45 ~~2.44~~ Effective Date. ~~This term will refer to and mean~~Means the first Business Day which is sixty (60) days after all conditions to the effectiveness of the Plan specified in Section 19.1 have been satisfied or waived by CBNA.

2.46 ~~2.45~~ Endowment. ~~This term will refer to and mean~~Means the collection of endowments 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, agencies and programs, and the investment return from which is used to support the specific programs for which the Endowment was created.

2.47 ~~2.46~~ Endowment Documents. ~~This term will refer to and mean~~Means all documents creating, governing or pertaining to the Endowment.

2.48 ~~2.47~~ Estate. ~~This term will refer to and mean~~Means the bankruptcy estate of CBNA created under Bankruptcy Code § 541.

2.49 ~~2.48~~ Estimated Amount. ~~This term will refer to and mean~~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, any Adult Tort Claim, any Tort Claim, 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 or Tier for purposes of: (a) allowance (for estimation purposes only); and (b) determining votes to accept or reject the Plan. Such estimation of a Claim for purposes of voting on the Plan will not establish the valuation of the Claim or Class of Claims for distribution purposes.

2.50 ~~2.49~~ Excluded Property. ~~This term will refer to and mean~~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 as security for Exit Financing.

2.51 ~~2.50~~ Executory Contract. ~~This term will refer to and mean~~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.

2.52 ~~2.51~~ Exit Financing. ~~This term will refer to and mean~~Means loans which CBNA may obtain prior to the Effective Date to pay Allowed Administrative Claims and to fund its obligations under the Plan, using as security CBNA Real Property or Excluded Property (at its sole discretion).

2.53 ~~2.52~~ Final Order. ~~This term will refer to and mean~~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 DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

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 or, on and after the Effective Date, in form and substance satisfactory to the Reorganized Debtor and as to the Litigation Trust, the Litigation Trust 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.

2.54 ~~2.53~~ Fund. ~~This term will refer to and mean~~ Means the fund to be established by CBNA which will be used to fund: (i) Allowed Administrative Claims; (ii) the Insurance Action; (iii) the Settlement Trust; (iv) the Future Claims Reserve; and (v) if necessary, the Litigation Trust. 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 the Effective Date;

(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 any Exit Financing;

(d) 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;

(e) Payments from the Participating Third Parties;

(f) Settlement Contributions;

(g) Payments from the Settling Insurers;

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

(i) The Pilgrim Springs Property Allocation or the net proceeds from the sale of Pilgrim Springs;

(j) Payments under the Alaskan Shepherd Sharing Agreement after the Effective Date;

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

(l) ~~(k)~~ Any net recoveries from Contributions Actions.

2.55 ~~2.54~~ Future Claims Representative. The term will refer to and mean 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 AlixPartners, LLC" entered March 27, 2009 [Docket No. 416]. The Future Claims Representative represents the interests of the Future Tort Claimants.

2.56 ~~2.55~~ Future Claims Reserve. ~~This term will refer to and mean~~ 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 terms 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) to DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

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 Statement. 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.

2.57 ~~2.56~~ Future Tort Claimant. ~~This term will refer to and mean~~ Means an individual who has or contends he or she has a Future Tort Claim.

2.58 ~~2.57~~ Future Tort Claims. ~~This term will refer to and mean~~ Means all Tort Claims or Adult Tort Claims that:

(a) 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 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 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.

2.59 ~~2.58~~ General Unsecured Convenience Claim. ~~This term will refer to and mean~~ Means a General Unsecured Claim in an amount of \$500 or less, inclusive of interest accrued thereon after the Petition Date through the later to occur of the Effective Date or the DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

QB\124448.00004\7680322-48004345.3

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 8 as to any and all Claims held by such holder.

2.60 ~~2.59~~ General Unsecured Claim. ~~This term will refer to and mean~~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, an Adult Tort Claim, a Future Tort Claim or a Penalty Claim, and which is classified and treated as the Plan provides for Class 8 Claims.

2.61 ~~2.60~~ Great Falls. ~~This term will refer to and mean~~Means the Roman Catholic Bishop of Great Falls, Montana, the lender of the Great Falls DIP Loan.

2.62 ~~2.61~~ Great Falls DIP Loan. ~~This term will refer to and mean~~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.

2.63 ~~2.62~~ Great Falls Promissory Note. ~~This term will refer to and mean~~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.

2.64 ~~2.63~~ Great Falls Secured Claims. ~~This term will refer to and mean~~Means the Secured Claim of Great Falls with respect to the Great Falls DIP Loan.

2.65 ~~2.64~~ Insurance Actions. ~~This term will refer to and mean~~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 pursuant to any such Insurance Policy.

2.66 ~~2.65~~ Insurance Action Prosecution Fund. ~~This term will refer to and mean~~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.

2.67 ~~2.66~~ Insurance Action Recoveries. ~~This term will refer to and mean~~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 Adult Tort Claims, 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.

2.68 ~~2.67~~ Insurance Adversary. ~~This term will refer to and mean~~ 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 wherein Continental Insurance Company, 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.

2.69 ~~2.68~~ Insurance and Benefit Claims. ~~This term will refer to and mean~~ Means any Unsecured Claim arising from or related to obligations, contributions or benefits pursuant to the any pension or other benefit plan in effect as of the Petition Date.

2.70 ~~2.69~~ Insurance Company. ~~This term will refer to and mean~~ Means any insurance company ~~or insurance broker~~ and/or any other entity providing Insurance Coverage to the Debtor for liability arising from or related to Tort Claims, Adult Tort Claims or Future Tort Claims, including but not limited to Continental Insurance Company, 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.

2.71 ~~2.70~~ Insurance Coverage. ~~This term will refer to and mean the~~ Means the defense, indemnity and other insurance ~~coverage~~ coverages, not reduced to settlement proceeds, available to the Debtor or any Participating Third Party with respect to Tort Claims, Adult Tort Claims, Future Tort Claims, or any Other Tort and Employment Claims under any Insurance Policy.

2.72 ~~2.71~~ Insurance Policy. ~~This term will refer to and mean~~ 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, Future Tort Claim or Adult Tort Claim.

2.73 ~~2.72~~ Jesuits. ~~This term will refer to and mean~~ 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.

2.74 ~~2.73~~ Jesuit Contribution Claims. ~~This term will refer to and mean~~ Means every Claim the Debtor has against the Jesuits, including, but not limited to, any Contribution Claims.

2.75 ~~2.74~~ Jesuit Unsecured Claims. ~~This term will refer to and mean~~ 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.

2.76 ~~2.75~~ Litigation Protocol. ~~This term will refer to and mean~~ Means the litigation procedures described in Section 16.1 of the Plan and in the Litigation Trust Agreement.

2.77 ~~2.76~~ Litigation Trust. ~~This term will refer to and mean~~ Means the trust established pursuant to the Litigation Trust Agreement for:

- (a) receiving, holding and investing funds from the Fund allocated to the Litigation Trust pursuant to the terms of the Plan;
 - (b) issuing payments and disbursing funds as provided in the Litigation Trust Agreement and the Plan;
 - (c) participating in the litigation as the defendant (through the Litigation Trust Trustee) with respect to any Non-settling Tort Claimants;
 - (d) participating in the litigation as the defendant (through the Litigation Trust Trustee) with respect to any Future Tort Claims if the Future Claims Representative elects to opt out of the Settlement Trust;
 - (e) establishing the Litigation Trust Administrative Expense Reserve;
- and

(f) paying 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.

2.78 ~~2.77~~ Litigation Trust Agreement. ~~This term will refer to and mean~~ Means the agreement creating the Litigation Trust to be established in accordance with Section 13.1 of the Plan, which will be funded by that portion of the Fund allocated to the Litigation Trust and from which the Claims of Non-settling Tort Claimants (or the Claims of any Future Tort Claimants, if applicable) will be paid and satisfied.

2.79 ~~2.78~~ Litigation Trust Trustee. ~~This term will refer to and mean~~ 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.

2.80 ~~2.79~~ Non-settling Tort Claimants. ~~This term will refer to and mean~~ Means every Tort Claimant or Adult Tort Claimant who affirmatively elects, on the Ballot, to opt out of the Settlement Trust and have his or her Tort Claim or Adult 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.

2.81 ~~2.80~~ Other Secured Claims. ~~This term will refer to and mean~~ Means all Secured Claims against the Debtor which are not Secured Tax Claims or which are not separately classified under the Plan.

2.82 ~~2.81~~ Other Tort and Employment Claims. ~~This term will refer to and mean~~ 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 DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION
In re Catholic Bishop of Northern Alaska, Case No. 08-00110-DMD
QB\124448.00004\7680322-48004345.3

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, Adult Tort Claims, Future Tort Claims and any Claims of employees entitled to priority pursuant to Bankruptcy Code § 507. Other Tort and Employment Claims are Unsecured Claims.

2.83 ~~2.82~~ Parish. ~~This term will refer to and mean~~ Means that certain community of church members which is a separate juridic person under Canon Law whose pastoral care is entrusted to a pastor under authority of the bishop of the Diocese, which is located within the territorial jurisdiction of the Diocese, and, which may be, among other things, an unincorporated association under applicable state law.

2.84 ~~2.83~~ Parish Real Property. ~~This term will refer to and mean~~ 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.

2.85 ~~2.84~~ Participating Third Parties. ~~This term will refer to and mean~~ Means any Co-Defendant or any other Person, including, but not limited to any Parishes, who contribute funds to the Estate (or the Fund) to be used to pay Allowed Adult Tort Claims, 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 20.5 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.

2.86 ~~2.85~~ Parties. ~~This term will refer to and mean~~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, 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.

2.87 ~~2.86~~ Penalty Claims. ~~This term will refer to and mean~~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.

2.88 ~~2.87~~ Person. ~~This term will refer to and mean~~Means "person" as defined in Bankruptcy Code § 101(41).

2.89 ~~2.88~~ Petition Date. ~~This term will refer to and mean~~Means March 1, 2008, which is the filing date of the voluntary Chapter 11 petition commencing the Reorganization Case.

2.90 ~~2.89~~ Pilgrim Springs Claims. ~~This term will refer to and mean~~Means: (i) all Claims of whatever nature asserted by Pilgrim Springs, Ltd. in the Proof of Claim 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 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. might or could assert against CBNA.

2.91 ~~2.90~~ Pilgrim Springs Property. ~~This term will refer to and mean~~Means the three hundred twenty (320) acre enclave of real property 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.

2.92 ~~2.91~~ Pilgrim Springs Property Allocation. ~~This term will refer to and mean~~ Means the allocation of the proceeds from the sale or use of the Pilgrim Springs Property as follows:

(a) The first \$3,000,000 generated from a sale or lease of the Pilgrim Springs Property will be allocated to the Fund, after payment of any costs incurred by CBNA in the development, lease or sale of the Pilgrim Springs Property as and when received by the Debtor or the Reorganized Debtor; and

(b) Any income or proceeds received by the Reorganized Debtor from the use, sale or lease of the Pilgrim Springs Property after payment to the Fund of the first \$3,000,000 as set forth in subparagraph (a) of this Section 2.91, will be retained by the Reorganized Debtor.

2.93 ~~2.92~~ Pilgrim Springs Setoff Claims. ~~This term will refer to and mean~~ 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.

2.94 ~~2.93~~ Plan. ~~This term will refer to and mean~~ Means the "Debtor's Plan Of Reorganization For Catholic Bishop Of Northern Alaska" dated March 31, 2009 and every restatement, amendment, or modification thereof, if any, filed by the Debtor.

2.95 ~~2.94~~ Plan Documents. ~~This term will refer to and mean~~ Means the Settlement Trust Agreement, the Litigation Trust Agreement, 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 thirty (30) days prior to the Confirmation Hearing or such other date as determined by the Court.

2.96 ~~2.95~~ Post-Effective Date Secured Tax Claims. ~~This term will refer to and mean~~ 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.

2.97 ~~2.96~~ Prepetition Date Secured Tax Claims. ~~This term will refer to and mean~~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.

2.98 ~~2.97~~ Priority Employee Unsecured Claim. ~~This term will refer to and mean~~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).

2.99 ~~2.98~~ Priority Tax Claim. ~~This term will refer to and mean~~Means every Unsecured Claim or portion thereof which is entitled to priority pursuant to Bankruptcy Code § 507(a)(8).

2.100 ~~2.99~~ Priority Unsecured Claim. ~~This term will refer to and mean~~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.

2.101 ~~2.100~~ Pro Rata. ~~This term will refer to and mean~~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.

2.102 ~~2.101~~ Professional Charges. ~~This term will refer to and mean~~Means the allowed interim and final professional fees and expenses charged by the Debtor's Professionals and the Committee's Professionals.

2.103 ~~2.102~~ Proof of Claim. ~~This term will refer to and mean~~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.

2.104 ~~2.103~~ Property Tax Administrative Claim. ~~This term will refer to and mean~~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.

2.105 ~~2.104~~ Property Tax Claims. ~~This term will refer to and mean~~Means collectively: (a) every Property Tax Administrative Claim; (b) every Prepetition Date Secured Tax Claim; and (c) every Post-Effective Date Secured Tax Claim.

2.106 ~~2.105~~ Property Tax Claims Proration. ~~This term will refer to and mean~~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.

2.107 ~~2.106~~ Released Parties. ~~This term will refer to and mean~~Means the Debtor, the Reorganized Debtor, 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, advisors, attorneys, or agents acting in such capacity.

2.108 ~~2.107~~ Reorganization Case. ~~This term will refer to and mean~~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.

2.109 ~~2.108~~ Reorganized Debtor. ~~This term will refer to and mean~~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 DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

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).

2.110 ~~2.109~~ Retained Claims. ~~This term will refer to and mean~~Means the Claims, demands, and causes of action, cross-claims and counterclaims, including, but not limited to, with respect to all Avoidance Actions, all Contribution Actions, the Jesuit Contribution Claims, Claims against all Insurance Companies, (including, but not limited to, those Insurance Companies named as defendants in the Insurance Adversary) and the Pilgrim Springs Setoff Claims.

2.111 ~~2.110~~ Secured Claim. ~~This term will refer to and mean~~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.

2.112 ~~2.111~~ Secured Tax Claim. ~~This term will refer to and mean~~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.

2.113 ~~2.112~~ Settlement Contributions. ~~This term will refer to and mean~~ Means the net contributions received from donors and restricted for the purpose of funding payments to Adult Tort Claimants, Tort Claimants or Future Tort Claimants under the Plan, ~~including, but not limited to, the contributions received by CBNA as a result of the Alaskan Shepherd special appeal for donations to pay to the Fund to be 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 amount of the Settlement Contributions to be paid to the Fund will be net of the cost of solicitation and processing the Settlement Contributions.

2.114 ~~2.113~~ Settlement Trust. ~~This term will refer to and mean~~ Means the trust established pursuant to the Settlement Trust Agreement for:

- (a) receiving, holding and investing funds from the Fund allocated to the Settlement Trust pursuant to the terms of the Plan;
- (b) issuing payments and disbursing funds as provided in the Settlement Trust Agreement and the Plan;
- (c) establishing the Future Claims Reserve (unless the Future Claims Representative opts out of the Settlement Trust);
- (d) establishing the Trust Administrative Expense Reserve for the Settlement Trust;
- (e) 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

(f) paying the administrative costs as provided in the Settlement Trust Agreement including the costs, fees and expenses of the Settlement Trust Trustee and the Special Arbitrator from the Trust Administrative Expense Reserve for the Settlement Trust Reserve.

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

2.115 ~~2.114~~ Settlement Trust Agreement. ~~This term will refer to and mean~~ 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.

2.116 ~~2.115~~ Settlement Trust Trustee. ~~This term will refer to and mean~~ Means 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.

2.117 ~~2.116~~ Settling Insurers. ~~This term will refer to and mean~~ 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 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 Settling Insurer and approved by the Bankruptcy Court, will obtain the benefit of an injunction provided for in Section 20.5 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 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 the Plan regardless of whether an Insurer becomes a Settling Insurer before or after the Effective Date.

2.118 ~~2.117~~ Settling Parties. ~~This term will refer to and mean~~ 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.

2.119 ~~2.118~~ Settling Tort Claimants. ~~This term will refer to and mean~~ Means those Tort Claimants and Adult Tort Claimants who are included in the Settlement Trust and who will have their Tort Claims or Adult Tort Claims determined, Allowed or Disallowed and treated in accordance with the terms of the Settlement Trust and the Plan.

2.120 ~~2.119~~ Special Arbitrator. ~~This term will refer to and mean~~ Means the person who has been selected by the Committee, the Future Claims Representative (if applicable) and CBNA to serve and who is to evaluate, liquidate and Allow or Disallow the Claims of the Settling Tort Claimants and the Claims of the Future Tort Claimants. The Special Arbitrator will also:

- (a) evaluate each such Tort Claim, Adult Tort Claim and Future Tort Claim (if applicable) for Allowance or Disallowance; and
- (b) if such Tort Claim or Future Tort Claim (other than a Future Tort Claim that is an Adult Tort Claim) is Allowed, determine the appropriate Tier into which a Tort Claim or a Future Tort Claim will be placed in accordance with the criteria set forth in the Plan;
- (c) to the extent that there are ranges of recovery possible within a Tier, determine the amount to be paid to a Tort Claimant, an Adult Tort Claimant or a Future Tort Claimant (including a Future Tort Claimant who asserts an Adult Tort Claim); and

(d) instruct the Settlement Trust Trustee to pay any Allowed Claims of Settling Tort Claimants or Allowed Claims of Future Tort Claimants in accordance with the terms of the Settlement Trust and the Plan.

2.121 ~~2.120~~ Tier. ~~This term will refer to and mean~~Means the level into which the Allowed Claim of each Settling Tort Claimant will be placed and the amount to be paid in full satisfaction of such Tort Claim, Adult Tort Claim or Future Tort Claim (if applicable). If CBNA proposes that there be ranges of recovery within a Tier, CBNA will propose such ranges and the criteria for determining whether the presumptive amount should be increased or decreased, such modification will be provided twenty (20) days prior to the hearing on the Disclosure Statement. In the event of any dispute regarding the proposed range of recoveries within a Tier and/or the criteria for determining any increase or decrease, the Bankruptcy Court will resolve the dispute.

2.122 ~~2.121~~ Tier One Tort Claims. ~~This term will refer to and mean~~Means the Tort Claims of Tort Claimants or Future Tort Claimants (if applicable) wherein the abuse consists of penetration, including penetration with an object and/or sexual intercourse; oral sex; or any sexual abuse ~~exceeding either~~repeatedly perpetrated ten (10) or more times or ~~occurring~~perpetrated multiple times over a continuous period of five (5) years or more. The presumptive amount to be paid to a Tort Claimant or Future Tort Claimant (if applicable) whose Tort Claim is a Tier One Tort Claim will be proposed by CBNA twenty (20) days prior to the hearing on the Disclosure Statement. In the event of any dispute regarding the presumptive amount to be paid to a Tort Claimant or Future Tort Claimant who holds a Tier One Tort Claim, the Bankruptcy Court will determine such amount.

2.123 ~~2.122~~ Tier Two Tort Claims. ~~This term will refer to and mean~~Means the Tort Claims of Tort Claimants or Future Tort Claimants (if applicable) which consist of touching of sexual or other intimate parts (unclothed) examples of which are masturbation or touching under clothing; or actual or threatened physical abuse coupled with sexual abuse. The presumptive amount to be paid to a Tort Claimant or Future Tort Claimant (if applicable) whose Tort Claim is a Tier Two Tort Claim will be proposed by CBNA twenty (20) days prior to the hearing on the

Disclosure Statement. In the event of any dispute regarding the presumptive amount to be paid to a Tort Claimant or Future Tort Claimant who holds a Tier Two Tort Claim, the Bankruptcy Court will determine such amount.

2.124 ~~2.123~~ Tier Three Tort Claims. ~~This term will refer to and mean~~Means the Tort Claims of Tort Claimants or Future Tort Claimants (if applicable) which consist of touching of sexual and other intimate parts (clothed). The presumptive amount to be paid to a Tort Claimant or Future Tort Claimant whose Tort Claim is a Tier Three Tort Claim will be proposed by CBNA twenty (20) days prior to the hearing on the Disclosure Statement. In the event of any dispute regarding the presumptive amount to be paid to a Tort Claimant or Future Tort Claimant who holds a Tier Three Tort Claim, the Bankruptcy Court will determine such amount.

2.125 ~~2.124~~ Tier Four Tort Claims. ~~This term will refer to and mean~~Means the Tort Claims of Tort Claimants or Future Tort Claimants (if applicable) which consist of acts which do not involve touching, such as the perpetrator exposes self to the Tort Claimant or Future Tort Claimant, perpetrator inappropriately looks at Tort Claimant's or Future Tort Claimant's intimate parts or perpetrator takes inappropriate photographs or video of a Tort Claimant or a Future Tort Claimant or shows a Tort Claimant or Future Tort Claimant inappropriate sexual material. The presumptive amount to be paid to a Tort Claimant or Future Tort Claimant whose Tort Claim is a Tier Four Tort Claim will be proposed by CBNA twenty (20) days prior to the hearing on the Disclosure Statement. In the event of any dispute regarding the presumptive amount to be paid to a Tort Claimant or Future Tort Claimant who holds a Tier Four Tort Claim, the Bankruptcy Court will determine such amount.

2.126 ~~2.125~~ Tier Five Tort Claims. ~~This term will refer to and mean~~Means the Claims of Adult Tort Claimants, including Future Tort Claimants who assert Adult Tort Claims. The presumptive amount to be paid to an Adult Tort Claimant and such Future Tort Claimant whose Adult Tort Claim is a Tier Five Tort Claim will be proposed by CBNA twenty (20) days prior to the hearing on the Disclosure Statement. In the event of any dispute regarding the presumptive

amount to be paid to an Adult Tort Claimant or such Future Tort Claimant who holds a Tier Five Tort Claim, the Bankruptcy Court will determine such amount.

2.127 ~~2.126~~ Tier One Distribution Amount. ~~This term will refer to and mean~~ Means the amount to be awarded and paid to a Tort Claimant or Future Tort Claimant whose Claim is categorized in Tier One by the Special Arbitrator or agreed upon prior to the Effective Date between the Tort Claimant and CBNA and Allowed within the range allowed in Tier One.

2.128 ~~2.127~~ Tier Two Distribution Amount. ~~This term will refer to and mean~~ Means the amount to be awarded and paid to a Tort Claimant or Future Tort Claimant whose Claim is categorized in Tier Two by the Special Arbitrator or agreed upon prior to the Effective Date between the Tort Claimant and CBNA and Allowed within the range allowed in Tier Two.

2.129 ~~2.128~~ Tier Three Distribution Amount. ~~This term will refer to and mean~~ Means the amount to be awarded and paid to a Tort Claimant or Future Tort Claimant whose Claim is categorized in Tier Three by the Special Arbitrator or agreed upon prior to the Effective Date between the Tort Claimant and CBNA and Allowed within the range allowed in Tier Three.

2.130 ~~2.129~~ Tier Four Distribution Amount. ~~This term will refer to and mean~~ Means the amount to be awarded and paid to a Tort Claimant or Future Tort Claimant whose Claim is categorized in Tier Four by the Special Arbitrator or agreed upon prior to the Effective Date between the Tort Claimant and CBNA and Allowed within the range allowed in Tier Four.

2.131 ~~2.130~~ Tier Five Distribution Amount. ~~This term will refer to and mean~~ Means the amount to be awarded and paid to an Adult Tort Claimant or Future Tort Claimant who asserts as Adult Tort Claim whose Claim is categorized in Tier Five by the Special Arbitrator or agreed upon prior to the Effective Date between the Adult Tort Claimant and CBNA and Allowed within the range allowed in Tier Five.

2.132 ~~2.131~~ Tort Claim. ~~This term will refer to and mean~~ Means all Claims, demands, suits, causes of action, proceedings or any other rights or asserted rights to payment, including, but not limited to any Claims, demands, suits, or causes of action: (i) for bodily injuries and/or personal injuries, including emotional distress, mental distress, mental anguish and humiliation;

DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Page 33 of ~~85~~85

In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD

QB\124448.00004\7680322-48004345.3

(ii) for damages, including punitive damages; (iii) for attorneys' fees and other expenses, fees or costs; and (iv) for any equitable remedy, heretofore, now or hereafter asserted against the Debtor, any Released Parties, any Settling Parties, the Settlement Trust Trustee, the Settlement Trust, the Litigation Trust Trustee or the Litigation Trust, whether or not reduced to judgment, based upon or in any manner arising from 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 when the Tort Claimant was a minor; (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; (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 that occurred when the Tort Claimant was a minor; or (d) the failure to warn, disclose or provide information concerning the sexual abuse and other misconduct of clergy, other employees or volunteers of or persons associated with the Debtor, the Diocese, the Parishes or any affiliated entities. 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 Tort Claims do not include Adult Tort Claims, including Future Tort Claims that are, by definition, Adult Tort Claims.

2.133 ~~2.132~~ Tort Claimant. ~~This term will refer to and mean~~Means a Person who asserts a Tort Claim but excluding an Adult Tort Claimant.

2.134 ~~2.133~~ Trust Administrative Expense Reserve. ~~This term will refer to and mean~~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, the fees, costs and expenses of the Special Arbitrator, the fees, DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

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.

2.135 ~~2.134~~ Unsecured Claim. ~~This term will refer to and mean~~ Means every Claim, or portion thereof, which is not a Secured Claim, regardless of the priority of such Claim, ~~which is not a Secured 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 DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

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 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 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, Adult Tort Claims and Future Tort Claims

Class 11 – Insurance and Benefit Claims

Class 12 – Pilgrim Springs Claims

Class 13 – 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. To the extent CBNA proposes any changes to such policies and procedures that would be retroactive, CBNA will modify the Plan to include such changes and give notice to the holders of any Priority Employee Unsecured Claims. 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, DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

but not limited to, the retention by the holder of an Allowed Other Secured Claim of the lien on 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:

(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)

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.

(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 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 of the extension fee received by Great Falls; and

(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. Any Allowed Jesuit Unsecured Claims will be setoff against any recoveries against the Jesuits on account of the Jesuit Contribution 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 Claims does 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 over a period of twenty (20) years in equal annual installment commencing sixty (60) days after a Final Order is entered allowing any Jesuit Unsecured Claims (after taking into 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 on account of the Jesuit Contribution Claims in accordance with the terms of the Plan notwithstanding any assignment by the Debtor of the Jesuit Contribution Claims pursuant to the Plan.

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

DEBTOR'S [FIRST AMENDED](#) PLAN OF REORGANIZATION

Page 42 of ~~85~~[85](#)

In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD

QB\124448.00004\7680322-48004345.3

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, ADULT TORT CLAIMS AND FUTURE TORT CLAIMS)

13.1 General Terms. On or before the Effective Date (but after entry of the Confirmation Order), the Reorganized Debtor will, in full release and discharge of all Claims in Class 10, 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 and provide for Allowance, Disallowance and payment of all Class 10 Claims as and when they become Allowed Claims; (b) delivery to the Settlement Trust Trustee and the Litigation Trust Trustee of any amounts in the Fund allocated as ordered by the Bankruptcy Court as part of the Confirmation Order; and (c) delivery of such commitments and assignments from the Reorganized Debtor to give effect to the right of the Settlement Trust Trustee and the Litigation Trust Trustee to receive any portion of the Fund to be funded after the Effective Date. If CBNA, in its sole and absolute discretion, determines to assign its rights with respect to the Insurance Actions and any Insurance Action Recoveries after the Effective Date, the Settlement Trust Trustee and the Litigation Trust Trustee will substitute in any Insurance Actions as the real parties in interest.

The Special Arbitrator will assume full responsibility for resolving the Tort Claims of all Settling Tort Claimants and the Litigation Trust Trustee will assume full responsibility for resolving all Tort Claims of Non-settling Tort Claimants. The Settlement Trust Trustee and the Litigation Trust Trustee will assume full responsibility for: (i) establishing the respective Trust Administrative Expense Reserves with respect to the Settlement Trust and the Litigation Trust; (ii) making payments to the holders of Allowed Tort Claims, Allowed Adult Tort Claims and

DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Page 43 of ~~85~~85

In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD

QB\124448.00004\7680322-48004345.3

Allowed Future Tort Claims that become Allowed under the conditions set forth in the Settlement Trust Agreement, the Litigation Trust Agreement, the Future Claims Reserve and the Plan; (iii) collecting, investing and distributing funds for the benefit of the holders of Allowed Tort Claims, Allowed Adult Tort Claims and Allowed Future Tort Claims; and (iv) fulfilling all other obligations under the Settlement Trust Agreement and the Litigation Trust Agreement.

13.2 Allocation of Funding. The Bankruptcy Court will determine the allocation of the funding as between the Litigation Trust and the Settlement Trust as part of the confirmation process and such allocation will be incorporated into the Confirmation Order.

13.3 Treatment of Settling Tort Claimants.

(a) The Claim of a Settling Tort Claimant will be Allowed if the Special Arbitrator determines that the Settling Tort Claimant has proven by a preponderance of the evidence that the Settling Tort Claimant was abused and that the Debtor can be held liable for the abuse under applicable Alaska law. CBNA agrees not to assert the statute of limitations as a defense to ~~any Tort Claim or Adult Tort Claim but only as~~ the Claims of Settling Tort Claimants, but only if such an agreement and/or any other provision of the Plan regarding the Treatment of Settling Tort Claimants does not to violate any provision of an Insurance Policy which may provide insurance coverage to CBNA and/or any duty CBNA owes under that Insurance Policy so as to excuse an Insurance Company of its obligation to provide a defense to CBNA and/or to provide liability coverage to CBNA under that Insurance Policy for the Settling Tort Claimants. If an Insurance Company objects to inclusion of the agreement not to assert the statute of limitations as a defense to the Claims of Settling Tort Claimants in the Plan and/or any other provision of the Plan with regard to that Insurance Company's obligation to provide a defense to CBNA and/or to provide liability insurance coverage to CBNA under any Insurance Policy issued by that Insurance Company, then CBNA will seek a determination from the Court at the

Confirmation Hearing of whether such an agreement with Settling Tort Claimants 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 CBNA owes under an Insurance Policy issued by the objecting Insurance Company. If no objection to including the agreement regarding the statute of limitations in the Plan and/or any other provision of the Plan is filed with regard to any Insurance Company's obligation to provide a defense to CBNA and/or to provide liability insurance to CBNA, then the agreement and all other provisions of the Plan shall be automatically and conclusively deemed not to violate any Insurance Policy provision and/or any duty owed by CBNA under any and all the Insurance Policies. If the Court determines that inclusion of the agreement with Settling Tort Claimants regarding the statute of limitations in the Plan and/or any other provision in the Plan regarding the Settling Tort Claimants violates any Insurance Policy provision and/or duty CBNA owes under an Insurance Policy, so as to provide the objecting Insurance Company a defense from providing Insurance Coverage, then the subject agreement and/or any such other Plan provision will automatically be deleted from the Plan. As to all other Claims, including the Claims of Non-settling Tort Claimants, CBNA reserves all rights with respect thereto. Nothing contained in the Plan will be deemed an admission or waiver by CBNA of the right to assert the statute of limitations as a defense to any Tort Claims, Adult Tort Claims or Future Tort Claims. The Special Arbitrator may also consider any other factors the Bankruptcy Court may determine as part of the confirmation process. Notwithstanding the foregoing, the Special Arbitrator is to determine Allowance or Disallowance of such Tort Claim, Adult Tort Claim or Future Tort Claim (if applicable) in accordance with the criteria and procedure set forth in Article 17 below.

(b) If the Claim of a Settling Tort Claimant is Allowed, the Special Arbitrator will assign the Tort Claim to a Tier and an Adult Tort Claim will be assigned to Tier Five. To the extent that there is a range of recoveries within a Tier as determined as part of the confirmation process, then the Special Arbitrator will determine the amount to be paid to the Settling Tort Claimant within the ranges in the applicable Tier.

(c) To the extent that CBNA and a Tort Claimant or an Adult Tort Claimant have entered into a Claim Allowance Agreement prior to the Effective Date, the Tort Claimant or Adult Tort Claimant will receive the applicable Tier One, Tier Two, Tier Three, Tier Four or Tier Five Distribution Amount on the Effective Date pursuant to such agreement or such other amount as may be approved by the Bankruptcy Court pursuant to the Claim Allowance Agreement.

(d) Each Tort Claimant and Adult Tort Claimant, including a Tort Claimant or Adult Tort Claimant who has entered into a Claim Allowance Agreement, will automatically be included in the Settlement Trust pursuant to the terms of the Claim Allowance Agreement.

(e) A Settling Tort Claimant whose Claim is Disallowed pursuant to the claim determination procedures set forth in the Plan will receive no distribution under the Plan and will have no further Claim against CBNA, the Reorganized Debtor, any Released Party or any Settling Party.

13.4 Treatment of Future Tort Claims. The Future Claims Reserve will be held and administered by the Settlement Trust Trustee or, if the Future Claims Representative opts out of the Settlement Trust, the Future Claims Reserve will be held and administered by the Litigation Trust Trustee in accordance with their respective applicable terms.

(a) If the Future Claims Representative does not opt out of the Settlement Trust, any Future Tort Claims will be treated as follows:

(i) Each Future Tort Claim, when and if it is an Allowed Claim, will be placed in a Tier by the Special Arbitrator as part of the Allowance of the Future Tort Claim using the criteria as provided in Article 17 below. Allowed Future Tort Claims will be paid from the Future Claims Reserve in the manner described below.

(ii) Upon Allowance of a Future Tort Claim, the Future Tort Claimant will receive a distribution based upon the determination of the Special Arbitrator in the same manner as that for a Tort Claimant or an Adult Tort Claimant.

(b) The Future Claims Reserve will be maintained as follows:

(i) On motion of a party in interest, the Court may reduce the distributions to such Future Tort Claimants 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.

(ii) In the event that the distributions are reduced, any party in interest may move the Court to further consider whether the distributions to the Future Tort Claimants with Allowed Future Tort Claims may be increased based upon the then current circumstances; provided, however, that no Allowed Future Tort Claim will be increased so that the distribution to such Future Tort Claimant with an Allowed Tort Claim is greater than the distribution to a Settling Tort Claimant with an Allowed Tort Claim or an Allowed Adult Tort Claim in the same Tier, taking into account the minimum and maximum distributions that the holder of an Allowed Tort Claim or an Allowed Adult Claim in a particular Tier can receive.

(iii) 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.

(c) If the Future Claims Representative opts out of the Settlement Trust by making such election on the 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:

(i) The Future Tort Claimant will commence his/her action by filing a Proof of Claim in accordance with the procedures set forth in Section 16.3. An objection to the Proof of Claim by the Litigation Trust Trustee, the Committee or the Reorganized Debtor will constitute an answer and commencement of the action to determine the Allowance or Disallowance of the Future Tort Claim.

(ii) Upon entry of a Final Order resolving all Future Tort Claims, an 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:

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

(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.

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

13.7 Treatment of ~~Attorney's~~Attorneys' Fees of Adult Tort Claimants, Tort Claimants and Future Tort Claimants. The fees and expenses of attorneys representing any of the Settling Tort Claimants, Non-settling 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 Trustee or the Litigation Trust have any liability for any fees and expenses of attorneys representing any of the Settling Tort Claimants, any of the Non-settling Tort Claimants or any of the Future Tort Claimants and any such Claims for any such fees and expenses, if any, will be Disallowed.

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

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

ARTICLE 14
TREATMENT OF CLASS 12 CLAIMS
(PILGRIM SPRINGS CLAIMS)

14.1 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 will be no distribution to the holders of any Pilgrim Springs Claims and such holders will not receive anything under the Plan.

14.2 Impairment. The Class 12 Pilgrim Springs Claims are impaired under the Plan.

ARTICLE 15
TREATMENT OF CLASS 13 CLAIMS
(PENALTY CLAIMS)

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

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

ARTICLE 16
MEANS OF IMPLEMENTATION OF THE PLAN

16.1 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 initially to 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).

16.2 Procedure for Determining Claims of Settling Tort Claimants and Future Tort Claimants (if applicable). The procedure for determining Claims of Settling Tort Claimants and Future Tort Claimants (if applicable) will be as set forth in Article 17 below.

16.3 Procedure for Filing Future Tort Claims. Unless a different procedure is agreed upon between and among CBNA, the Committee and the Future Claims Representative, the following procedures will govern the filing of Future Tort Claims:

(a) Regardless of when a Future Tort Claim is asserted, all Future Tort Claims will be required to be filed on the Proof of Claim form 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 Committee. The Settlement Trust Trustee, the Litigation Trust Trustee or

counsel for the Committee will provide a copy of the Proof of Claim for a Future Tort Claim to CBNA within ten (10) days after receipt.

(d) After receipt of the Proof of Claim form asserted by a Future Tort Claimant, the procedures set forth in Articles 13 and 17 will govern the disposition of the Future Tort Claim.

16.4 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 and Allowed Adult 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 the Future Claims Reserve with the amount of such allocation to be determined either by agreement among CBNA, the Future Claims Representative and the Committee or by the Bankruptcy Court as part of the confirmation process.

16.5 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 CBNA is requested by the Settlement Trust Trustee, the Litigation Trust Trustee or the Committee from the Settlement Trust or the Litigation Trust, the case may be, 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 the Insurance Actions will be paid.

16.6 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:

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

(b) Cash generated from the post-Effective Date operations of the Reorganized Debtor;

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

(d) any reserves established by the Debtor or the Reorganized Debtor;

(e) any other contributions or financing (if any) which the Reorganized Debtor may obtain on or after the Effective Date;

(f) the Settlement Contributions;

(g) donations shared under the Alaskan Shepherd Sharing Agreement;

and

(h) ~~(g)~~ the Pilgrim Springs Property Allocation;

provided, however, that no part of the Fund may be used to pay Creditors other than Tort Claimants, Adult 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, Adult Tort Claimants and Future Tort Claimants.

16.7 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:

(a) the Pilgrim Springs Property Allocation, as and when it is received by the Reorganized Debtor; provided, however, that if the Reorganized Debtor has not received any income or proceeds from the use, sale or lease of the Pilgrim Springs Property by the fifth (5th) anniversary of the Effective Date, the Pilgrim Springs Property will be sold and the proceeds, net of all costs of sale, will be paid to the Fund; further, provided, that if the proceeds from such sale exceed the amount of the Pilgrim Springs Property Allocation which is allocated to the Fund, the balance will be retained by the Reorganized Debtor;

(b) the Settlement Contributions;

(c) payments under the Alaskan Shepherd Sharing Agreement; and

(d) ~~(e)~~ the proceeds from the sale or financing 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; provided, however, that, any CBNA Real Property that is committed to the Fund and that has not been utilized as security for a loan equal to no less than ninety percent (90%) of the market value of such CBNA Real Property within one hundred twenty (120) days of the Effective Date will be sold and the proceeds, net of all costs of sale, will be paid to the Fund.

16.8 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 future, CBNA agrees to:

(a) CBNA will disclose to the Bankruptcy Court the identity of all those known individuals who have admitted, been proven or been credibly accused of sexual abuse during their period of service as a priest, religious, lay employee or volunteer in Alaska.

(b) For a period of five (5) years after the Effective Date the Reorganized Debtor will post on the home page of its website, a prominent link to a list of those individuals disclosed in Paragraph (a) above.

(c) Within one (1) year after the Effective Date, Bishop Kettler will go to every parish 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. The Bishop 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 that they did not commit any sin in coming forward. The Bishop's visits to the rural parishes will, to the extent feasible, be

publicized by the following means: (i) posted on the church bulletin board; (ii) posted by the parish administrator or the 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 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, the Bishop will send a letter to all known abuse survivors in that 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 visits.

(d) A general letter of apology will be displayed on the Diocese's website for a period of five (5) years from the Effective Date. In addition, this letter of apology will be published in parish bulletins (where 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) 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 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.

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

16.9 ~~16.8~~ Procedure for Determination of Claims Other Than Tort Claims, Adult Tort Claims or Future Tort Claims. The following procedures will be used for purposes of Allowance and Disallowance of Creditors' Claims that are not Tort Claims, Adult 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 Tort Claimants (or Future Tort Claimants if the Future Claims Representative opts out of the Settlement Trust) will be determined pursuant to the Litigation Trust Agreement 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, Adult Tort Claims or 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, it will be Disallowed pursuant to Bankruptcy Code § 502(e)(1)(B).

16.10 ~~16.9~~ 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.

16.11 ~~16.10~~ 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 Settlement Trust Trustee or the Litigation Trust Trustee. Those Claims or causes of action, cross-claims and counterclaims which are being transferred to 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 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 and the Settlement Trust Trustee are hereby designated as the estate representative 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 Tort Claimants.

16.12 ~~16.11~~ 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

DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Page 59 of ~~85~~85

In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD

QB\124448.00004\7680322-48004345.3

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 Claims.

16.13 ~~16.12~~ 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.

16.14 ~~16.13~~ 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).

16.15 ~~16.14~~ 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 thirty (30) days after the Effective 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 for Professional Charges incurred prior to the Effective Date, the Chapter 11 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 charges for fees, costs and expenses incurred by Committee 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 will be paid out of the Future Claims Reserve.

16.16 ~~16.15~~ Delivery Of Distributions. Distributions will be made by the Debtor, the Reorganized Debtor, the Settlement Trust Trustee or the Litigation Trust Trustee as follows:

(a) At the addresses set forth in the Proofs of Claim 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 17

PROCEDURE FOR DETERMINATION OF CLAIMS OF SETTLING TORT CLAIMANTS AND FUTURE TORT CLAIMANTS (IF APPLICABLE)

17.1 Procedure for Determining Claims of Settling Tort Claimants and Future Tort Claimants. The following additional procedures will apply to the Allowance or Disallowance of the Claims of Settling Tort Claimants and Future Tort Claimants (unless the Future Claims Representative opts out of the Settlement Trust):

(a) Within the time period specified by the Special Arbitrator, each holder of a Settling Tort Claim or a Future Tort Claim will submit such information (in addition to the Proof of Claim), as may be requested by the Special Arbitrator, including, but not limited to, all records and documents which such Tort Claimant has in his or her custody or control including records and documents which have been produced in the course of litigation.

(b) 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, including the nature and extent of damages allegedly suffered as a result of the alleged acts and/or omissions giving rise to the Claim.

(c) Either CBNA, the Committee, the Settling Tort Claimant or the Future Tort Claimant may request written or oral discovery, under oath, which complies with the Federal Rules of Civil Procedure, so long as the discovery may

reasonably lead to evidence with respect to the issues before the Special Arbitrator in determining Allowance or Disallowance of a Tort Claim, an Adult Tort Claim or a Future Tort Claim, the Tier into which such Tort Claim or Future Tort Claim (other than a Future Tort Claim that is an Adult Tort Claim) should be placed and the consideration of circumstances which would justify a higher or lower amount of Allowance within a Tier if a range of recoveries within a Tier are offered under the Plan.

(d) The extent to which the Federal Rules of Evidence will be applied by the Special Arbitrator in assessing the credibility and competency of witnesses will be in the sole discretion of the Special Arbitrator. The Federal Rules of Evidence, to the extent determined by the Special Arbitrator to be applicable, will be liberally construed to promote fairness and justice.

(e) The Debtor, the Reorganized Debtor or the Committee may make a recommendation to the Special Arbitrator regarding Allowance of a Tort Claim, an Adult Tort Claim or a Future Tort Claim and Tier placement. If the Committee and CBNA are in agreement and the Settling Tort Claimant or the Future Tort Claimant agrees to the recommendation, the Claim will be Allowed as recommended by CBNA and the Committee and as agreed by the Settling Tort Claimant or the Future Tort Claimant. If CBNA and the Committee disagree or the Settling Tort Claimant or Future Tort Claimant does not accept the recommendation, the Special Arbitrator will determine the Claim in accordance with the terms of the Plan.

(f) To the extent that CBNA is requested by the Committee, a Settling Tort Claimant or a Future Tort Claimant to participate in the Allowance or Disallowance of the Claim of a Settling Tort Claimant or a Future Tort Claimant, the attorneys' fees and costs incurred by CBNA in participating will be paid by

the Settlement Trust Trustee from the Trust Administrative Expense Reserve of the Settlement Trust.

(g) Nothing contained in the Plan will preclude a Settling Tort Claimant, a Future Tort Claimant, CBNA or the Committee from presenting any other evidence to the Special Arbitrator to allow the Special Arbitrator to evaluate the Tort Claim, the Adult Tort Claim or the Future Tort Claim. Specifically, and in addition to the procedures set forth above, the Tort Claimant, the Adult Tort Claimant, the Future Tort Claimant, CBNA or the Committee can request an evidentiary hearing and present witnesses and other evidence relevant to the evaluation of a Tort Claim, an Adult Tort Claim or a Future Tort Claim by the Special Arbitrator. The Tort Claimant, the Adult Tort Claimant or the Future Tort Claimant, CBNA or the Committee can request the Special Arbitrator to issue subpoenas compelling the attendance of witnesses at the evidentiary hearing. If the Special Arbitrator approves such request, the witness will be compelled to attend to the extent the witness could be compelled to attend a hearing in the Bankruptcy Court in which the Reorganization Case is pending. The Special Arbitrator may also request from the Tort Claimant, the Adult Tort Claimant, the Future Tort Claimant, the Committee or the Debtor any additional materials or names of possible witnesses that will aid the Special Arbitrator in evaluating a Tort Claim, an Adult Tort Claim or a Future Tort Claim.

(h) Notwithstanding the foregoing, the Special Arbitrator will comply with requests by the Settling Tort Claimant or the Future Tort Claimant to keep information regarding the 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.

17.2 Criteria for Determining Validity of Tort Claims of Settling Tort Claimants and

Future Tort Claimants. The Special Arbitrator will determine whether the Claim of a Settling

DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Page 64 of ~~85~~85

In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD

QB\124448.00004\7680322-48004345.3

Tort Claimant or a Future Tort Claimant (if applicable) should be Allowed based upon the following:

(a) The Special Arbitrator will consider evidence of CBNA's responsibility for the acts and/or omissions which give rise to the Claim. The Settling Tort Claimant or the Future Tort Claimant will have the burden of establishing the liability of CBNA in accordance with Alaska law.

(b) The Special Arbitrator will determine the dates on which the acts and/or omissions giving rise to the Claim occurred.

(c) CBNA will have the right, but not the obligation, to appear and be heard in any proceeding for the Allowance or Disallowance of the Claim of a Settling Tort Claimant or a Future Tort Claimant. CBNA will not assert the statute of limitations as a defense to any Claim of a Settling Tort Claimant unless an Insurance Company objects and the Court determines that by agreeing not to assert this statute of limitations defense CBNA has violated of any Insurance Policy provision and/or any duty CBNA owes under an Insurance Policy issued by the objecting Insurance Company so as to excuse the objecting Insurance Company from providing a defense to CBNA and/or to provide liability insurance coverage to CBNA under any Insurance Policy issued by the objecting Insurance Company. Whether the statute of limitations has been tolled under applicable Alaska law, will be relevant to the determination of whether a Future Tort Claim has been timely brought.

(d) If CBNA elects to participate in the proceeding for Allowance or Disallowance of the Claim of a Settling Tort Claimant or a Future Tort Claimant, 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 Committee, 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.

17.3 Criteria for Determining Tiers for Allowed Claims. Once the Special Arbitrator has determined that the Claim of a Settling Tort Claimant or a Future Tort Claimant should be Allowed, the Special Arbitrator will adhere to the following criteria in determining the Tier into which such Allowed Claim should be placed:

(a) If the Allowed Claim is an Adult Tort Claim or a Future Tort Claim that would otherwise be an Adult Tort Claim, the Special Arbitrator must place such Claims in Tier Five and does not have the option of placing such Claim in a different Tier.

(b) All other Tort Claims or a Future Tort Claims will be placed in one of the four Tiers corresponding to the acts and/or omissions which are asserted by the Tort Claimant or Future Tort Claimant to have occurred.

(c) If a Tort Claimant or a Future Tort Claimant has a Tort claim that would fall into more than one Tier, then the Tort Claim or Future Tort Claim will be placed in the highest ranked Tier. A Tort Claimant or a Future Tort Claimant cannot have Claims in more than one Tier.

(d) After the Special Arbitrator has determined the Tier into which an Allowed Tort Claim or Allowed Future Tort Claim should be placed and if it is determined that there should be a range of possible recoveries within a Tier, the Special Arbitrator will determine the distribution amount that the Tort Claimant, the Adult Tort Claimant or the Future Tort Claimant is to receive based upon factors to be determined in accordance with the confirmation process after consultation among CBNA, the Committee and the Future Claims Representative.

17.4 Notice of Allowance. The Special Arbitrator will give notice to the Reorganized Debtor, the Settling Tort Claimant or the Future Tort Claimant (as the case may be) and the Committee Professionals of the Allowance of any Tort Claim, Adult Tort Claim or Future Tort

Claim, the Tier in which the Special Arbitrator is Allowing the Tort Claim or the Future Tort Claim and the amount of the applicable Tier distribution as determined by the Special Arbitrator (if a range of recoveries is provided for in the Plan). The Reorganized Debtor, the Tort Claimant, the Adult Tort Claimant or the Future Tort Claimant (as the case may be) or the Committee may object to such Allowance, including the Tier placement and amount of distribution by written objection to the Special Arbitrator with twenty (20) days of receiving such notice. The Special Arbitrator will serve notice on the Reorganized Debtor, the Settling Tort Claimant or the Future Tort Claimant (as applicable) and the Committee Professionals if the Special Arbitrator is changing the Tier placement or the decision to Allow the Tort Claim, the Adult Tort Claim or the Future Tort Claim or the amount of the distribution. The decision of the Special Arbitrator is final and nonappealable.

ARTICLE 18

TREATMENT OF EXECUTORY CONTRACTS

18.1 Assumption and Rejection of Executory Contracts. On the Confirmation Date, except as otherwise provided herein, all Executory Contracts of the Debtor will be assumed in accordance with the provisions and requirements of Bankruptcy Code §§ 365 and 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 18 will revest 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.

18.2 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.

18.3 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 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 others against whom CBNA has determined or may, in the future determine, that there are credible allegations of sexual abuse against such Person(s).

ARTICLE 19

CONDITIONS TO EFFECTIVE DATE

19.1 Conditions To Occurrence Of Effective Date. Each of the following are conditions to the Effective Date, which conditions must be satisfied or waived by the Debtor in its sole discretion:

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

(b) All conditions to the effectiveness of the Confirmation Order as set forth in Section 19.1(a) have been met.

(c) The Confirmation Order is in form and substance satisfactory to the Debtor in its sole discretion.

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

(e) The Debtor has obtained sufficient funds available for funding the Plan from Assets which are not Excluded Property with which to pay the Administrative Claims, when due, to satisfy the conditions of Section 19.2(a), and to transfer the initial funding to the Fund.

19.2 Debtor's Obligations to Cause Effective Date to Occur. Upon satisfaction of the conditions to the Effective Date, the following will 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, including, but not limited to, the Claims of any Tort Claimants or Adult Tort Claimants who have entered into a Claim Allowance Agreement.

(b) Deliveries to Settlement Trust and Litigation Trust. Unless the Settlement Trust and the Litigation Trust 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.

19.3 Waiver of Conditions. The Debtor, in its 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 19.1 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.

19.4 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.

19.5 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.

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

- (a) review all Claims filed against the Estate other than Tort Claims, Adult Tort Claims or 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 20

EFFECTS OF CONFIRMATION

20.1 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 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, Adult Tort

Claims or 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.

20.2 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 will, thereafter, hold, use, dispose or otherwise deal with such property and operate its business 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 Trustee under the Settlement Trust and the Litigation Trust Trustee under the Litigation Trust.

20.3 Channeled Claims. Except as otherwise expressly provided in the Plan and in this Article 20, 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, all Persons who have held, hold, or may hold Tort Claims, Adult Tort Claims or Future Tort Claims, whether known or unknown, 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, Adult 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 DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION Page 72 of ~~85~~85
In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD
QB\124448.00004\7680322-48004345.3

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 has been or may be asserted (including, without limitation, rights of indemnity, whether contractual or otherwise, Contribution Claims, Jesuit 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 20.3 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.

20.4 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.

20.5 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 DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION Page 73 of ~~85~~85
In re *Catholic Bishop of Northern Alaska*, Case No. 08-00110-DMD
QB\124448.00004\7680322-48004345.3

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, any Adult 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 20.5, each Non-settling Tort Claimant (including any Future Tort Claimant if the Future Claims Representative opts out of the Settlement Trust) will be entitled to continue or commence an action against the Litigation Trust 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 and the Plan, thereby liquidating such Non-settling Tort Claimant's (including such Future Tort Claimant's, if applicable) Claim so that he or she may be paid with other Allowed Tort Claims or Allowed Adult Tort Claims in the ordinary course of the operations of the Litigation Trust, consistent with the provisions of the Litigation Trust Agreement, the Litigation Protocol and the Plan. The holder of any such judgment will be enjoined from executing against the Litigation Trust, its 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 20 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 20 of the DEBTOR'S [FIRST AMENDED](#) PLAN OF REORGANIZATION

QB\124448.00004\7680322-48004345.3

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

ARTICLE 21

MODIFICATION OF PLAN

The Plan may be modified by the Debtor 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 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 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.

ARTICLE 22

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:

22.1 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.

22.2 Tort Claims, Adult Tort Claims and Future Claims. Subject to the limitations set forth in Section 22.1 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 of Tort Claims, Adult 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.

22.3 Plan Disputes and Enforcement. Subject to the limitations set forth in Section 22.1 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 20 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.

22.4 Further Orders. Subject to the limitations set forth in Section 22.1 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(b) above. In addition, the Bankruptcy Court will retain jurisdiction to facilitate or implement the Allowance, Disallowance, treatment, or satisfaction of any Claim, or any portion thereof, pursuant to the Plan (other than Tort Claims, Adult 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.

22.5 Retained Claims. Subject to the limitations set forth in Section 22.1 above, the Bankruptcy Court will retain jurisdiction with respect to any Retained Claims.

22.6 Issuance of Process. Subject to the limitations set forth in Section 22.1 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 at depositions, hearings and mediation.

22.7 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.

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

22.9 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.

22.10 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.

22.11 Claims. Subject to the limitations set forth in Section 22.1 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); and (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 CBNA, the Committee, the Settlement Trust Trustee or the Litigation Trust Trustee and the party against whom CBNA, the Committee, 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 or Adult Tort Claims prior to the Effective Date.

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

22.13 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 22, 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 23

AMENDMENT TO ENDOWMENT

23.1 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.

23.2 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.

23.3 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 23.

23.4 Implementation of Amendment. After the Effective Date, 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 24

REORGANIZATION OF CBNA

24.1 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 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.

24.2 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.

24.3 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 25

GENERAL PROVISIONS

25.1 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.

25.2 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.

25.3 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 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.

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

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

25.6 Confirmation By Nonacceptance Method. The Debtor hereby requests, 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.

25.7 Withdrawal Of Plan. The Plan may be withdrawn or revoked prior to entry of the Confirmation Order in which event the provisions of Sections 19.4 and 25.12 will apply.

25.8 Severability And Reformation. It is the Debtor'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 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.

25.9 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.

25.10 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).

25.11 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.

25.12 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 with respect to the Plan will be or will be deemed to be an admission or waiver of any rights of the Debtor 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.

25.13 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.

25.14 Dissolution of Committee. Upon the occurrence of the Effective Date, the Committee and the Committee Professionals will continue for the sole purpose of participating in the Allowance and Disallowance of Tort Claims, Adult Tort Claims and Future Tort Claims as set forth in the Plan. After the Effective Date, all costs, fees and expenses of the Committee and the Committee Professionals will be paid from the assets of the Settlement Trust or the Litigation Trust, as applicable.

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

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

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

DATED: ~~March~~, May 14, 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

Prepared and Submitted By:

QUARLES & BRADY LLP
One South Church Avenue
Suite 1700
Tucson, AZ 85701-1621

By _____
Susan G. Boswell
Kasey C. Nye
Lori L. Winkelman

Attorneys for Debtor
Catholic Bishop of Northern Alaska

Quarles & Brady LLP
One South Church Ave.
Suite 1700
Tucson, Arizona 85701-
1621

Document comparison done by Workshare DeltaView on Thursday, May 14, 2009
6:55:12 PM

Input:	
Document 1	interwovenSite://DMS/ACTIVE/7680322/4
Document 2	interwovenSite://DMS/ACTIVE/8004345/3
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	185
Deletions	286
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	473

EXHIBIT "A"

REAL PROPERTY OWNED BY CBNA AVAILABLE AS SECURITY FOR FINANCING OR SALE

Property	Description
Chancery ¹ 1316-1318 Peger Rd. Fairbanks, AK 99709	The Chancery Office is located just off of Airport Road in Fairbanks and serves as the main offices of CBNA and the Fairbanks Diocese. It was appraised at a value of \$1.1 million. It along with the Kobuk Center will serve as collateral for CBNA has an exit financing <u>commitment</u> from the Catholic Order of Foresters <u>secured against the Chancery and the Kobuk Center</u> at a 1:1 loan to value ratio. CBNA will continue to retain the use of the Chancery Offices under the Plan However, in order to ensure that CBNA maximizes the Chancery's value, and in order to maintain CBNA's long term viability, CBNA may elect, at its sole and absolute discretion, to sell the Chancery, contributing the proceeds to the Fund, and to obtain alternative space for its operations.
Diocesan Residence and Conference Center ² (Kobuk Center) 2890 N. Kobuk Ave., Fairbanks AK 99709	The Kobuk Center is located just off of Airport Road in Fairbanks and serves as a conference center used for retreats and other CBNA and Diocesan business; it also serves as a residence for priests including the bishop of the Fairbanks Diocese and guest quarters for ministers visiting Fairbanks from the bush. It was appraised at a value of \$1.1 million. It along with the nearby Chancery Office will serve as collateral for CBNA has an exit financing <u>commitment</u> from the Catholic Order of Foresters <u>secured against the Chancery and the Kobuk Center</u> at a 1:1 loan to value ratio. CBNA will continue to use the Kobuk Center under the Plan However, in order to ensure that CBNA maximizes the Kobuk Center's value, and in order to maintain CBNA's long term operational viability, CBNA may elect, at its sole and absolute discretion, to sell the Kobuk Center contributing the proceeds to the Fund, and to obtain alternative space for its operations.
Warehouses ³	The Diocesan Warehouses are on the same campus as the Chancery and Kobuk Center. CBNA uses the

¹ The Chancery would be Excluded Property but for CBNA's willingness to obtain a loan using the Chancery as collateral for the loan.

² See Note 1.

³ The Warehouses are also critical to the mission of CBNA as they are used as storage and staging centers. However, in attempting to balance the interests and needs of the Catholic community and the persons who have been sexually abused, CBNA will, if necessary, sell this essential property.

Property	Description
1316 Peger Rd. Fairbanks, AK 99709	Warehouses for staging supplies and materials for shipping to bush Parish Churches. CBNA considers the Warehouses essential to its ability to subsidize and assist the bush Parish Churches. CBNA intends to retain the Warehouses for ministry purpose. Under the Plan, CBNA will have 120 days after the effective date to obtain a loan secured by the Warehouses at least a 90:100 loan to value ratio. ⁴ If CBNA is unable to obtain financing within said 120 day period, the Plan requires CBNA to sell the Property.
Fairbanks Counseling & Adoption ⁵ 912 Barnette St., Fairbanks, AK	The Fairbanks Counseling and Adoption Center is an office building in central Fairbanks which CBNA leases to its sister charity Fairbanks Counseling and Adoption (“FCA”) at below market rent. FCA provides essential charitable services to the people of Fairbanks and northern Alaska in general, including providing counseling to victims of sexual abuse. In addition to providing FCA discounted rent, CBNA provides FCA a small operating subsidy. CBNA is in the final stages of negotiating an exit financing loan at a 1:1 loan to value ratio that will be secured by the property, based on market value. If the current financing negotiations fall through, like the Warehouse, the Plan provides that CBNA will have 120 days after the Effective Date to obtain a loan secured by the Counseling and Adoption Center at least a 90:100 loan to value ratio. If CBNA is unable to obtain financing within said 120 day period the Plan requires CBNA to sell the Property.
Kateri Tekakwitha Center/Convent; Galena, AK ⁶	Named after the first Blessed, the Kateri Tekakwitha Center, located in Galena, Alaska on the Yukon River, serves eight (8) Athabascan Indian villages in the interior and houses three religious women. The primary work of the Center is to educate and support Catholics in the villages of Galena, Huslia, Kaltag, Koyukuk, McGrath, Nulato, Ruby and Tanana to become proficient in administering their local parishes in the absence of priests, brothers and sisters. The Kateri Tekakwitha Center strives to enable and empower Athabascan villagers lay ministry as Prayer Leaders, Eucharistic Ministers, Lectors, Sacristans and Parish Administrators in their home

⁴ CBNA will seek financing a 1:1 loan to value ratio, however a 90:100 loan to value ratio will permit CBNA to be more responsive to potential lender request and compares favorably to a sale which will likely involve broker commissions and closing costs totaling between 9% and 15%.

⁵ See Note 1.

⁶ This property is Excluded Property. If no loan can be obtained, the property will not be sold. However, CBNA will make every effort to obtain a loan secured by this property under the terms set forth above.

Property	Description
	parishes. The work of the Center is essential to the Fairbanks Diocese's ministry and CBNA's ability to support the Parish Churches in the interior region. CBNA does not believe that there is any significant market in Galena for the Kateri Tekakwitha Center. Nevertheless CBNA intends to exert its best efforts to obtain financing secured by the Kateri Tekakwitha Center at a 90:100 loan to value ratio or better.
Aircraft Hangar 3548 University Ave., Fairbanks, AK 99709	CBNA constructed an airplane hangar sufficient to hold two aircraft on land that is the subject of a long term ground lease from the Fairbanks Airport Authority. In the past, CBNA housed aircraft used for mission travel at the Hangar. In December 2008, CBNA successfully sold the primary aircraft housed at the location. The Hangar is no longer needed for CBNA's operations and therefore CBNA will sell the Hangar and assign its tenancy under the ground lease. The Hangar improvements and leasehold interest will be listed at \$350,000.
Jesuit Residence 1318 Peger Rd., Fairbanks, AK 99709	The Jesuit Residence is a 4 bedroom, 2 bath residence featuring a chapel and 4-car garage located in central Fairbanks and has an estimated to have a market value of \$255,000. It is part of the collateral pool securing the \$1 million of Debtor-in-Possession financing provided by the Great Falls Billings Diocese. CBNA will retain the property under the Plan subject to the lien in favor of Great Falls Billings.
CBNA 14.5 Acres raw land next to Chancery - House of Prayer	There is a parcel of approximately 14.5 acres of raw land near the Chancery Offices and Kobuk Center. This land is also part of the Collateral pool securing the \$1 million of Debtor-in-Possession financing provided by the Great Falls Billings Diocese. CBNA will retain the property under the Plan subject to the lien in favor of Great Falls Billings.
Catholic Schools – Vacant Lot	This is a vacant lot adjacent to the CSF campus. CBNA intends to sell this lot.
CSF Convent, 615 Betty Street, Fairbanks, AK 99701	This is a small residential building/convent adjacent to the CSF campus. CBNA intends to sell this property. Under the Plan, CBNA will have 120 days after the effective date to obtain a loan secured by the CSF Convent at least a 90:100 loan to value ratio. If CBNA is unable to obtain financing within said 120 day period, the Plan requires CBNA to sell the Property.
Harding Lake Chapel and Lot, 11239 Salcha Dr., Harding Lake, AK	This is a small chapel located near some vacation cabins on Harding Lake that are used by certain families in summer. Visiting priests say mass at this location occasionally to a handful of Catholic family who vacation at Harding Lake during the summer. CBNA intends to sell the Chapel to a group of the families who own vacation cabins.
KNOM Radio Station,	There are five properties associated with KNOM in Nome: (1) Station, Garage, Generator, Cold Storage + Lot;

Property	Description
107 West Third Street, Nome, AK 99762	<p>(2) Volunteer house + Lot; (3) South Steadman Lot; (4) West 3rd Ave Lot; and (5) North Steadman (@ 3rd Ave) Lot. CBNA scheduled the KNOM real property at a value of \$780,000. However, that was based on an estimate by a banker and not a formal appraisal. CBNA believes that there is no market value to the lot with the Station, Garage, Generator and Cold Storage because the building on the lot was built as a radio station studio, with significant wiring in the walls, no kitchen, and only public style restrooms. Any other user would need to either completely gut the building or raze it and construct a new building. Such a cost would make the building worth almost nothing in Nome's marketplace. Further, there is no market whatsoever for a radio station in Nome. Indeed, KNOM's competitor in Nome, KICY, which is a commercial radio station, has to supplement its budget by doing salmon barbecue fundraisers at Covenant Churches throughout the lower 48 states. The reason for this is that there simply are not enough retailers in the listening area to purchase sufficient advertising.</p> <p>Under the Plan, a newly formed non-profit corporation will acquire the assets of KNOM in exchange for \$255,600 cash at closing and plus \$125,000 paid in three annual installments due on December 15, 2009, as well as support from its staff with claim against North Mail Inc.</p>
Harding Lake Second Tier Vacant Lot	<p>This is a second tier lot located at Harding Lake that is suitable for constructing a vacation cabin. CBNA has been attempting to sell this lot for a number of years, but has so far been unsuccessful. CBNA intends to use this lot as a raffle prize. CBNA will be seeking court approval for this use of its property by motion prior to the hearing on the disclosure statement. CBNA intends to sell a minimum of 1,000 and up to a maximum of 5,000 raffle tickets at \$300 per ticket on a national basis through its Alaskan Shepherd Newsletter, as well as actively marketing tickets in Fairbanks and Anchorage. Other prizes will be other real and personal property that CBNA has been unable to sell and the four (4) small lots at the Anderson Townsite, a 1960's era Cessna prop plane and an old sea boat that had been used in CBNA's ministry over the years, as well as 3 oil paintings that have hung in the Chancery Building for several years. In addition, CBNA will offer a limited number of cash prizes. Through the raffle, CBNA hopes to raise between \$750,000 and \$1,425,000 to pay claims of individuals injured by sexual abuse perpetrated by individuals associated with the Fairbanks Diocese.</p>
Oknagamut raw land remote 23.15 acres	<p>This is a very remote parcel of raw land that has primarily been used by area Native people for subsistence since time immemorial. CBNA presently is in negotiations with a nearby Alaska Native village corporation which is interested in purchasing this parcel to ensure that subsistence uses continue into the future.</p>
Akulurak raw land remote 66.06 acres	<p>This is a very remote parcel of raw land that has primarily been used by area Native people for subsistence since time immemorial. CBNA presently is in negotiations with a nearby <u>recently obtained Court approval to sell this</u></p>

Property	Description
	<p><u>property to Alakanuk Native Corporation an</u> Alaska Native village corporation which is interested in purchasing this parcel to ensure that subsistence uses continue into the future, <u>for \$25,000. The proceeds of the sale will be contributed to the Fund.</u></p>
Two Rivers Vacant Lot	<p>The Two Rivers Vacant Lot was donated to CBNA. Unfortunately the donor placed significant restrictions on CBNA's ability to sell this property whereby the donors must not only approve the purchaser, but also must approve the purchaser's plans for the property. CBNA has brought what it believed to be three viable offers for the property that have all been rejected by the donors. In light of the unwieldy restrictions on this gift, CBNA intends to return the property to the donors.</p>
<p>Pilgrim Springs 320 acres Historic Hot Springs 70 miles northeast of Nome AK,</p>	<p>Pilgrim Hot Springs ("Pilgrim") is a verdant 320 acre enclave of fee land owned by CBNA located in western Alaska, about 46 miles (75 km) north of Nome. This property is surrounded by lands controlled by an ANCSA Native Village Corporation, the Mary's Igloo Native Corporation (MINC). The MINC lands, in turn, lie within a very large land swath, some of which is controlled by an ANCSA Native Regional Corporation known as Bering Straits Native Corporation (BSNC). It should be noted that the old village site of Mary's Igloo is approximately seven (7) miles northwest of Pilgrim Springs. The Pilgrim Springs access road crosses some lands owned by the MINC, the BSNC and state-selected lands for the State of Alaska. CBNA believes that the Pilgrim Springs property has substantial development potential as a source of geothermal power in the region, or more limited tourist or agricultural uses.</p> <p>CBNA is presently soliciting bids from interested parties to pay a minimum up front fee of \$1 million followed by annual payments in an amount to be determined, to partner with CBNA to obtain grants (the State of Alaska and the U.S. Department of Energy have each announced hundreds of millions of dollars of grant funds for geothermal projects) to determine the location of the "deep" hot reservoir and location of the upflow zone, and to further develop the property of electricity generation or other purposes.</p> <p>Under the Plan the proceeds from the sale or use of the Pilgrim Springs Property will be allocated pursuant to the Pilgrim Springs Allocation, but if the Reorganized Debtor has not received any income or proceeds from the use, sale or lease of the Pilgrim Springs Property by the fifth (5th) anniversary of the Effective Date, the Pilgrim Springs Property will be sold and the proceeds, net of all costs of sale, will be paid to the Fund up to the amount of the Pilgrim Springs Property Allocation, the balance will be retained by the Reorganized Debtor.</p>

Property	Description
Airplane	CBNA's remaining aircraft will be used as a raffle prize.

Document comparison done by Workshare DeltaView on Monday, May 11, 2009 5:20:28 PM

Output:	
Document 1	interwovenSite://DMS/ACTIVE/6396136/4
Document 2	interwovenSite://DMS/ACTIVE/8005650/1
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Line change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	11
Deletions	7
Moved from	0
Moved to	0
Line change	0
Format changed	0

al changes	18
------------	----