

## SETTLEMENT TRUST AGREEMENT

THIS SETTLEMENT TRUST AGREEMENT ("**THIS AGREEMENT**") is between the Catholic Bishop of Northern Alaska, an Alaska religious corporation sole, (the "**Debtor**" or the "**Reorganized Debtor**"), as trustor, and the Trustee named on the signature pages hereof (the "**Trustee**"), pursuant to the Third Amended and Restated Joint Plan of Reorganization dated December 16, 2009, as amended, modified, restated, or supplemented from time to time (the "**Plan**").

### RECITALS

- A. The Debtor is a debtor-in-possession in a chapter 11 reorganization case, Case No. 08-00110-DMD (the "**Reorganization Case**"), currently pending before the United States Bankruptcy Court for the District of Alaska (the "**Court**").
- B. The Plan provides, among other things, for the full release and discharge of the all the Tort Claims and Future Tort Claims as those terms are defined in the Plan. The Plan has been confirmed by the Court.
- C. The Plan contemplates the creation of a trust, the principal purpose of which is to implement the Plan's treatment of the Tort Claims of Settling Tort Claims and asserted against the Debtor.
- D. The parties to this Agreement intend that the trust created under this Agreement will be a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

NOW, THEREFORE, this Agreement witnesseth and it is hereby declared, in accordance with the Confirmation Order, as follows:

### ARTICLE 1

#### DEFINITIONS

1.1 **Incorporation of Definitions.** All capitalized terms used in this Agreement, and not otherwise defined herein, shall have the meanings assigned to them in the Plan or the Bankruptcy Code, which meanings are incorporated herein by this express reference.

### ARTICLE 2

#### DECLARATION OF TRUST

2.1 **Creation and Name.** There is hereby created a trust, which shall be known as the "**Settlement Trust**."

2.2 **Purposes.** The purposes of the Settlement Trust are:

2.2.1 to serve as the mechanism to implement the Plan's treatment of the Settling Tort Claims (including Future Tort Claims) in accordance with the binding arbitration process in the Plan and in this Agreement;

2.2.2 to assume all liabilities of the Debtor, its successors in interest, for Settling Tort Claims and Future Tort Claims;

2.2.3 to liquidate and resolve the Settling Tort Claims and Future Tort Claims by utilizing the binding arbitration process as contained in this Agreement and as set forth in the Plan;

2.2.4 to issue payments and disburse funds, only upon receipt of a written Arbitration Award from the Special Arbitrator, to Tort Claimants and Future Tort Claimants;

2.2.5 to pay administrative expenses and costs of such liquidation and resolution in accordance with the terms of the Plan and this Agreement, subject to and without exceeding the available assets of the Settlement Trust;

2.2.6 to receive, hold in escrow, safe-keep and invest, in accordance with the provisions hereof, the assets transferred to the Settlement Trust pursuant to the Plan so as to enable the Trustee to pay the Allowed Settling Tort Claims of Settling Tort Claimants, and Allowed Future Tort Claims of Future Tort Claimants who participate in the Future Tort Claim Settlement Process, in accordance with the terms of the Plan and this Agreement;

2.2.7 to receive and hold all of the Debtor's and Settling Tort Claimants claims against Great Divide Candidate Insurers;

2.2.8 to receive and hold all of the Allowed Settling Tort Claims;

2.2.9 to establish, in conjunction with the Debtor and the Committee, the amount of the Trust Administrative Expense Reserve; and

2.2.10 to qualify at all times as a non-reversionary Qualified Settlement Fund pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

To accomplish the foregoing, the Settlement Trust hereby:

2.2.10.1 assumes and shall be directly and exclusively liable for any and all liabilities, present or future, whether prior to the creation of the Settlement Trust such liabilities were liquidated or non-liquidated, contingent or non-contingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or unknown, of the Debtor, its successors in interest, and any of Co-Defendants who are Participating Third Parties present or future, for all Settling Tort Claims held by Tort Claimants, and Future Tort Claimants (without taking into account the discharge provided for in Article 21 of the Plan);

2.2.10.2 agrees to conserve and protect the Settlement Trust estate so as to enable the Trustee to satisfy as fully as possible all Settling Tort Claims and Allowed Future Tort Claims that are participating in the Future Tort Claim Settlement Process which are assumed by the Settlement Trust in accordance with the terms of the Plan and this Agreement;

2.2.10.3 agrees to collect, invest and reinvest amounts due to be transferred to the Settlement Trust;

2.2.10.4 agrees to pay all costs and fees (including attorneys' fees and the fees of the Special Arbitrator) of the Settlement Trust incurred in the resolution and liquidation of any and all such Allowed Settling Tort Claims in accordance with this Agreement and the Plan;

2.2.10.5 agrees to assert and defend (and appeal to the highest appellate court willing to hear such appeal any adverse decision regarding) the enforceability of the releases and injunctions referred to in Article 21 of the Plan with respect to the Settling Tort Claims and Future Tort Claims only, (this Section 2.2.10.5 does not apply to Litigation Tort Claims assumed by the Litigation Trust (or which are to be paid out of the Litigation Reserve) or any other Claims against the Debtor), and, to the extent applicable, the discharge referred to and described in Article 21 of the Plan; this duty shall terminate in a given jurisdiction when a Final Order of the highest appellate court of competent jurisdiction in that jurisdiction determines that the releases and injunctions or the discharge do not require dismissal of such action or proceeding or are unenforceable; provided, however, that this obligation shall be subject to Rule 11 of the Federal Rules of Civil Procedure or similar state rules or laws, as the case may be, and shall only accrue if and to the extent that the Reorganized Debtor determines that the Settlement Trust is an indispensable party to any such action or such appeal;

2.2.10.6 agrees to manage the Settlement Trust and report on its status and activities in accordance with the provisions set forth herein and the Plan; and

2.2.10.7 agrees to take such actions and deliver such documentation as may reasonably be required to effectuate, perfect, confirm, and evidence the transfers and assignments to the Settlement Trust of the Fund and the validity of such transfers and assignments.

Notwithstanding the foregoing, or anything else contained herein to the contrary, the Settlement Trust shall have no obligation with respect to, and there shall be no indemnification, contribution, subrogation, reimbursement or similar claim assumed or paid by the Settlement Trust, with respect to any criminal action or criminal proceeding brought by a governmental unit (as defined in the Code) (including grand jury proceedings or other investigations brought by a governmental unit to determine whether a crime has been committed), or with respect to any criminal fine, penalty or forfeiture.

2.2.10.8 **Transfer of Assets; Beneficiaries.** On or before the Effective Date (but after entry of the Confirmation Order), the Debtor hereby transfers and assigns to the Settlement Trust, to be held in trust for the holders of Settling Tort Claims (each a "**Beneficiary**" and collectively, the "**Beneficiaries**"), all of the Debtor's, the Reorganized

Debtor's, and the estate's rights, title, and interest in and to all of the Fund and in and to the Debtor's claims against the Great Divide Candidate Insurers (collectively, the "**Trust Assets**"). All Trust Assets received by the Settlement Trust shall be held, administered and distributed under the terms of this Agreement and the Plan.

**2.3 Further Assurances; Cooperation.** The Debtor, the Reorganized Debtor, and the Trustee shall take all actions as are reasonably required with respect to any of the Trust Assets or otherwise in order to effectuate the purposes of this Trust so long as such actions are consistent with the Plan and do not impose any greater duty on the Debtor or the Reorganized Debtor than is provided for under the Plan.

## **ARTICLE 3**

### **TRUSTEE**

**3.1.1 Number.** There shall be one (1) Trustee of the Settlement Trust. The Initial Trustee is the person who is named on and who has executed the signature page hereof.

**3.2 Qualifications.** Each Trustee must be a natural person of good moral character and independent of the Debtor and the Reorganized Debtor, its successors in interest whose experience and background is appropriate to the responsibilities of a Trustee hereunder.

#### **3.3 Terms of Service.**

**3.3.1** Each Trustee shall serve for the duration of the Settlement Trust, subject to his or her earlier death, resignation, or, with approval of the Court, removal.

**3.3.2** A Trustee may resign at any time by at least sixty (60) days' prior written notice to each of the remaining Trustees, if any, and the Court, specifying the date when such resignation shall take effect. Any resigning Trustee shall attempt, where possible, to give notice of resignation not less than ninety (90) days before such resignation is to take effect.

**3.3.3** A Trustee may be removed from office by the Court upon its own motion, the motion of any Trustee, the motion of the Debtor or Reorganized Debtor, or the motion of the Beneficiaries and a determination by the Court that such removal is appropriate upon good cause shown.

#### **3.4 Appointment of Successor Trustees.**

**3.4.1** In the event of the death, resignation, incapacity to serve as determined by the Court, or removal of a Trustee prior to the expiration of his or her term in accordance herewith, a successor Trustee shall be nominated by the remaining Trustees, subject to Court approval, within twenty (20) days after such death, resignation or removal. If the remaining Trustees fail to nominate a successor Trustee that is approved by the Court within such twenty (20) day period, a successor Trustee shall be appointed by the Court.

**3.4.2** Upon the acceptance of office by any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee under this Agreement shall be vested in

and undertaken by the successor Trustee without any further act being required. No successor Trustee shall be liable personally for any act or omission of his or her predecessor.

**3.5 Liability of Trustee.** No Trustee shall be liable to the Settlement Trust or to any Beneficiary except for such Trustee's own gross negligence or willful misconduct. No Trustee shall be liable for any act or omission of any Co-Trustee, or any agent or employee of the Settlement Trust unless that Trustee acted with gross negligence or willful misconduct in the selection or retention of such agent or employee. No action, suit or proceeding of any kind may be brought by any party against any Trustee, other than as a result of a material loss to the Debtor, or to the Trust, due to such Trustee's having committed one or more of the acts which constituted a basis for removal in Section 3.3.3 hereof. All actions taken and determinations made by the Trustee, unless otherwise provided in (or unless contrary to the provisions of) this Agreement, the Plan, or a Final Order, shall be final and binding upon all Persons having any interest in the Trust. The Trustee shall be entitled to rely upon the advice of counsel or other advisors to the Settlement Trust or the Trustee, reports prepared by the Special Arbitrator, directions from the Special Arbitrator regarding payment of Allowed Tort Claims, and Allowed Future Tort Claims and directions and information provided by any other Person employed by the Trust.

**3.6 Trustee's Compensation; Reimbursement of Expenses.** Each Trustee shall receive as compensation for his or her services at the rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per \_\_\_\_\_. This compensation may be adjusted from time to time by the Trustee, subject to approval of the Bankruptcy Court after notice to the Reorganized Debtor and a hearing. In addition, each Trustee shall be reimbursed for his or her other reasonable out-of-pocket expenses incurred by such Trustee in the performance of such Trustee's duties as Trustee hereunder. The compensation to be paid to the Trustee and the source of reimbursement of expenses shall be paid in accordance with Section 5.1.3.5 of this Agreement.

**3.7 Indemnification.**

3.7.1 Each Trustee, former Trustee, Special Arbitrator, or former Special Arbitrator who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding of any kind, whether civil, administrative or arbitral, and whether brought by or against the Settlement Trust, with respect to a Trustee or Special Arbitrator, by reason of such Trustee or Special Arbitrator being or having been a Trustee or Special Arbitrator of the Settlement Trust, or by reason of such Trustee or Special Arbitrator serving or having served in any capacity at the request of and on behalf of the Settlement Trust, shall be indemnified by the Settlement Trust against expenses, costs and fees (including attorneys' fees), judgments, awards, costs, amounts paid in settlement, and liabilities of all kinds incurred by such Trustee in connection with or resulting from such action, suit, or proceeding, if he or she acted in good faith, and in a manner such Trustee reasonably believed to be in, or not opposed to, the best interests of the Settlement Trust.

3.7.2 Any indemnification under Section 3.7 of this Agreement shall be made by the Settlement Trust upon a determination that indemnification of such Trustee or Special Arbitrator is proper in the circumstances. Such determination shall be made by application to the

Court, upon notice to the Reorganized Debtor or by independent legal counsel ordered by the Court to make such determination, or at the election of the Court, by the Court.

3.7.3 Reasonable expenses, costs and fees (including attorneys' fees) incurred by or on behalf of a Trustee or Special Arbitrator in connection with any such action, suit, or proceeding, whether civil, administrative or arbitative, commenced against such Trustee regarding such Trustee's or Special Arbitrator's performance hereunder, may be paid by the Settlement Trust in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such Trustee or Special Arbitrator, to repay such amount unless it shall be determined ultimately that such Trustee is not entitled to be indemnified by the Settlement Trust.

3.7.4 The Trustee shall have the power, generally or in specific cases, to cause the Settlement Trust to indemnify the employees and agents of the Settlement Trust to the same extent as provided in this Section 3.7 with respect to the Trustee.

3.8 The Trustee may purchase and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee, employee, or agent of the Settlement Trust against liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trustee, employee, or agent with the consent of the Reorganized Debtor.

3.9 **Reliance.** Any Person dealing with the Settlement Trust may rely in good faith upon any certificate or other instrument signed by the Trustee, or upon any certificate or other instrument signed by an officer or agent of the Settlement Trust whose authority is evidenced by a certificate or other instrument signed by at least one Trustee, without the necessity of further inquiry by such Person into the authority of such Trustee, officer or agent to act on behalf of the Settlement Trust; *provided, however*, that disbursements or expenditures from the Settlement Trust made in respect of investments in accordance with Section 4.2 hereof, and the investment policies duly adopted by the Trustee, shall not require the signature of any Trustee; and *provided, further*, that the Trustee may adopt by-laws concerning these matters that are more restrictive than the foregoing.

3.10 **Actions by Trustee.** Except as otherwise provided in this Agreement or as required by applicable law, all determinations by the Trustees (if there is more than one) shall be made by the vote or consent of a majority of the Trustees then in office (if more than one is serving), following prior notice to all Trustees.

3.11 **Bond.** The Trustee shall not be required to post any bond or other form of surety unless otherwise ordered by the Court.

## ARTICLE 4

### ACCOUNTS AND INVESTMENTS

4.1 **Accounts.** The Trustee shall establish such funds and accounts with such Persons as they shall, in their discretion, deem necessary or advisable for carrying out the purposes of the Trust.

4.2 **Investments.** Investments of monies held in the Settlement Trust estate shall be administered in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs, subject to the following limitations and provisions. The Trustee shall cause the monies held in the Settlement Trust to be invested and reinvested in:

4.2.1 United States Treasury Bills;

4.2.2 other similar United States government obligations secured by the full faith and credit of the United States, fully guaranteed as to principal and interest by the United States or any agency or instrumentality thereof, including United States Treasury Notes and United States Treasury Bonds;

4.2.3 federally insured bank certificates of deposit (i) if issued by a bank whose senior long-term debt is rated "Aa" or higher by Moody's or "AA" or higher by S&P's, and (ii) if the term to maturity from the date of acquisition does not exceed six (6) months.

4.2.4 In determining investments to be held by the Settlement Trust, due regard shall be given by the Trustee to safety of principal and to production of reasonable amounts of current income. The Trustee shall not be under any obligation to invest the Trust Assets for capital appreciation, in view of the purposes for which the Settlement Trust was created.

## ARTICLE 5

### POWERS, TRUST ADMINISTRATION

#### 5.1 Trust Powers.

5.1.1 Pursuant to the Confirmation Order, subject to the limitations set forth in this Agreement, and subject to the provisions and limitations of the Plan, all of which are incorporated herein, the Trustee shall have the power to take any and all actions as, in the sole judgment and discretion of the Trustee, are necessary or advisable to effectuate the purposes of the Settlement Trust, including without limitation, each power expressly granted in Section 5.1.3 of this Agreement and any power reasonably incidental thereto, and any trust power now or hereafter permitted under the law of the State of Alaska that is not inconsistent with the provisions of this Agreement or the Plan.

5.1.2 Except as expressly provided in the Plan or in this Agreement, the Trustee may, but need not, obtain the order or approval of the Court, or any other court in the exercise of any power or discretion conferred hereunder, or account to the Court or to any other court in the absence of a breach of trust.

5.1.3 Without limiting the generality of Section 5.1.1 of this Agreement, and subject to the other provisions of this Agreement, the Trustee shall have the power:

5.1.3.1 to receive and hold the Trust Assets and other additions to the Settlement Trust from any source, provided such additions are made pursuant to the Plan, the

Confirmation Order or another order of the Court, and to administer and distribute the same as a part of the Settlement Trust estate;

5.1.3.2 to invest and reinvest the funds of the Settlement Trust as provided in this Agreement;

5.1.3.3 upon certification by the Special Arbitrator that an Arbitration Award has been issued with respect to a Settling Tort Claim, or a Future Tort Claim to expeditiously pay the amount of Cash awarded to such Settling Tort Claimant or Future Tort Claimant in accordance with written instructions from the Special Arbitrator and to expeditiously execute any document required to assign the Debtor's claims against Breaching Insurers to such Settling Tort Claimant, in accordance with *Great Divide Insurance Co. v. Carpenter*, 79 P.3d 599 (Alaska 2003).

5.1.3.4 to employ and compensate, utilizing Trust Assets, legal, financial, accounting, investment, and other advisors, custodians of assets, agents, the Special Arbitrator, and other parties deemed by the Trustee to be qualified as experts on such matters as may arise before them, and to delegate to such Persons such powers, authority, and discretion as the Trustees, in their discretion deem advisable or necessary to carry out the terms of the Settlement Trust, and the opinion of such Persons on any matters submitted to them by the Trustee shall be full and complete protection to the Trustee with regard to any action taken by the Trustee hereunder in good faith and in accordance with such opinion;

5.1.3.5 to reimburse, utilizing Trust Assets, the Trustee, subject to Section 3.6 above, and the Special Arbitrator, such employees, legal, financial, accounting, investment, and other advisors and experts, and agents, described in Section 5.1.3.4 above, for all properly documented out-of-pocket costs and expenses incurred by such Persons in connection with the performance of their duties hereunder; provided, however, that the Trustee shall not incur fees and expenses in excess of a total of \$\_\_\_\_\_ without prior notice to the Reorganized Debtor and an order of the Court entered prior to the incurrence of such fees and expenses.

5.1.3.6 to make such decisions as he may deem appropriate in connection with the administration of the Settlement Trust of the performance of his duties;

5.1.3.7 to apply to the Court for instructions to the Trustee as he may deem proper or necessary in connection with the administration of the Settlement Trust of the performance of his duties; provided, however, that, any such applications shall be on notice to the Reorganized Debtor each of whom shall have standing to appear and be heard on any such applications;

5.1.3.8 to indemnify (and purchase insurance indemnifying) its directors, officers, employees, agents, the Special Arbitrator, and representatives in accordance with Section 3.7 above, to the fullest extent that a corporation organized under Alaska law is entitled to indemnify its directors, officers, employees, agents, and representatives;

5.1.3.9 to delegate any or all of the discretionary powers and authority herein conferred at any time with respect to the investment of the Trust Assets to any one or



more recognized individual or institutional advisors or investment managers acceptable to the Trustee, and to compensate and reimburse such advisors and managers for their services;

5.1.3.10 to establish such funds, reserves, and accounts within the Settlement Trust with Assets as may be deemed by the Trustee to be useful in carrying out the purposes of the Settlement Trust;

5.1.3.11 to draft and amend from time to time bylaws governing the operation of the administration of the Settlement Trust upon approval of the Court after notice to the Reorganized Debtor, provided that any such bylaws are not inconsistent with any of the provisions contained in this Agreement or the Plan;

5.1.3.12 to enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Settlement Trust (including, without limitation, (i) engaging a financial institution to act as paying agent, depository, custodian, or trustee with respect to funds, reserves, or accounts created hereby or established pursuant hereto, and (ii) renting or leasing such real and personal properties, as the Trustee may deem necessary or desirable for the proper administration of the Settlement Trust), and to compensate such third parties for their services;

5.1.3.13 to institute any action or proceeding at law or in equity for the collection of any sums due to the Settlement Trust, or otherwise to advance the interests of the Settlement Trust in a manner not inconsistent with the terms of the Plan, prosecute any such action or proceeding to judgment or final decree, enforce any such judgment or final decree, and collect in any manner provided by law the monies adjudged or decreed to be payable; provided however, that so long as the Debtor has timely and fully transferred the Trust Assets into the Settlement Trust, and all assets required to be transferred to the Settlement Trust pursuant to the Plan have been timely and fully transferred into the Settlement Trust, regardless of any deficiency in the Settlement Trust or any other reason, the Settlement Trust may not institute any action or proceeding against the Debtor, the Reorganized Debtor, or against any other Person expressly released pursuant to the terms of the Plan, for collection of any sums in respect of the Tort Claims of Settling Tort Claims, the and the Future Tort Claims;

5.1.3.14 to rely upon any affidavit, certificate, letter, notice, telegram, e-mail, or other paper or electronic writing, or upon any telephone conversation or other oral communication, believed by the Trustee to be genuine and sufficient and upon any other evidence believed by the Trustee to be genuine and sufficient, and to be protected and saved harmless in respect of all payments or distributions made hereunder if made in good faith and without actual notice or knowledge of the changed condition or status of any Person receiving payments or other distributors upon a condition.

## 5.2 Administration.

5.2.1 The Trustee shall conduct the business of the Settlement Trust in accordance with the provisions of this Agreement and the Plan.

5.2.2 The Settlement Trust shall use a calendar year accounting year and shall utilized the accrual method of accounting.

5.2.3 In the event that the duration of the Settlement Trust exceeds one year, the Trustee shall cause to be prepared and filed with the Court as soon as available and in any event within one hundred twenty (120) days following the end of each fiscal year, an annual report containing financial statements of the Settlement Trust, including without limitation, a balance sheet of the Settlement Trust as of the end of such fiscal year and a statement of operations for such fiscal year audited by a recognized firm of independent certified public accountants acceptable to and selected by the Trustee and certified by such firm as to fairness of presentation and consistency.

5.2.4 Simultaneously with the earlier to occur of: (i) the Trustee' application to the Court for an order terminating the Settlement Trust, (ii) the delivery of the financial statements referred to in Section 5.2.3 above, and (iii) quarterly, beginning with the first quarter after the funding of the Settlement Trust, the Trustee shall cause to be prepared and filed with the Court, a report and accounting containing a summary in reasonable detail of the following information, with respect to the period covered by such application or such financial statements, as the case may be:

5.2.4.1 The number of Settling Tort Claims liquidated and paid;

5.2.4.2 The number of Future Tort Claims that have been filed since the last reporting period;

5.2.4.3 The number of Settling Tort Claims, and Future Tort Claims remaining to be liquidated;

5.2.4.4 The investment income earned by the Settlement Trust; and

5.2.4.5 The amount of expenses incurred by the Settlement Trust.

5.3 The Trustee shall cause to be filed timely such income tax and other returns and statements as are required to comply with applicable provisions of the Internal Revenue Code and of any state law, and the regulations promulgated thereunder. The Settlement Trust shall be responsible for paying taxes and any other obligations or liabilities of any and all kinds whatsoever which at any time are lawfully levied, assessed upon, or become payable, in respect of the Settlement Trust or the Trust Assets. The Trustee shall utilize Trust Assets to pay such taxes, levies, and assessments. The Trustee shall make any election and provide any information as may be necessary to comply with the requirement of a Qualified Settlement Fund under Section 468B of the Internal Revenue Code.

## ARTICLE 6

### GENERAL PROVISIONS

6.1 **Irrevocability.** Except as otherwise provided in Section 6.6, the Settlement Trust is irrevocable. Neither the Debtor, nor the Reorganized Debtor, nor its successors in interest, nor any Affiliates thereof, hold or may hold any beneficial interest in the income or corpus of the Settlement Trust.

## 6.2 Termination.

6.2.1 At such time as all Trust Assets have been fully and finally distributed in accordance with the terms of the Plan and this Agreement, the Trustee shall apply to the Court for an order of the Court terminating the Trust, upon such notice as the Court shall order.

6.2.2 Upon the Court's order terminating the Settlement Trust becoming final, except to the extent otherwise provided in such order, the Settlement Trust shall be terminated, and the Trustee shall be discharged of all responsibilities with respect to the Settlement Trust.

6.2.3 Upon termination of the Settlement Trust, the Trustee shall remain authorized to wind up the affairs of the Settlement Trust and shall be authorized to dispose of the balance, if any, of funds in the Settlement Trust after payment of or adequate provision for any remaining Settlement Trust expenses. Any such funds shall be distributed in accordance with the terms of the Plan.

6.3 **Confidentiality.** Copies of all documents, notices, statements, reports, motions, or similar documents provided to the Trustee pursuant to this Agreement shall be provided on a confidential basis and shall be kept confidential by the Trustee unless such information is otherwise publicly available.

6.4 **Severability.** Should any provision of this Agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Agreement.

6.5 **Headings.** The headings used in this Agreement are inserted for convenience only and shall not affect the construction of any and all other provisions of this Agreement.

6.6 **Amendment.** When necessary to carry out the purposes of the Settlement Trust, this Agreement may be amended only by an instrument signed by each of the Trustees then in office; provided, however, that any such amendment must be consistent with the Plan; and provided further, that such amendment shall become effective only with the approval of the Court and after notice and a hearing as the Court may direct.

6.7 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but which counterparts together shall constitute but one and the same instrument.

6.8 **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Debtor, the Settlement Trust, and the Trustee, and their respective successors and assigns, except that neither the Debtor, nor the Reorganized Debtor, nor the Settlement Trust nor any Trustee may assign or otherwise transfer any of his, her, or its rights or obligations under this Agreement.

6.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

6.10 **No Adverse Action.** No Trustee shall take any action that will adversely affect the qualification of the Settlement Trust as a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended.

6.11 **No Execution.** All Trust Assets and funds in the Settlement Trust are deemed to be *in custodia legis* until such times as funds have actually been paid to and received by a Settling Tort Claimant. No Settling Tort Claimant or any other Person may execute upon, garnish or attach the Settlement Trust estate in any manner whatsoever or compel payment from the Settlement Trust of any Settling Tort Claim or other Claim. Any and all payments of Settling Tort Claims shall be controlled solely by the Plan, this Agreement, and the claims resolution procedures set forth in Article 6 hereof.

6.12 **Controlling Document.** In the event of any conflict between the provisions of this Agreement and the Plan, the Plan shall be the controlling document.

IN WITNESS WHEREOF, the Trustor and the Initial Trustee have caused this Agreement to be duly executed by them or their respective authorized representatives.

Dated: \_\_\_\_\_

CATHOLIC BISHOP OF NORTHERN  
ALASKA, an Alaska religious  
corporation sole

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

TRUSTEE:

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_