

EXHIBIT C

Response and/or Proposed Resolution of Certain Objections/Comments

Charles Wiggins [D.I. 1379]	Page	Response
The Plan should incorporate the Court's prior ruling as to the production of Wiggins' personnel file [D.I. 275].	4	To the extent the protections for Wiggins' personnel file granted by the prior protective order would govern in the post-confirmation period, they were expressly subject to "further Order of this Court." The Confirmation Order would be such a further Order of the Court.
Wiggins' personnel file should be excluded from the Non-Monetary Provisions Relating to Documents (Plan <u>Exhibit D</u>) because he is not a "Perpetrator" as defined in the Plan.	5	Whether Wiggins is a "Perpetrator" as defined in the Plan is irrelevant because he is an "Abusive Person" within the scope of <u>Exhibit D</u> 's "Document" production obligation, which is to be interpreted independent from the Plan (see Plan § 1.4).
Requiring the Debtor to permit Wiggins' entire personnel file to be publicly disclosed without any prior notice to Wiggins is improper, extraordinarily overbroad and serve's no one's interests.	5-6	<u>Exhibit D</u> is a voluntary undertaking by the Debtor in consideration of the global settlement of Survivor Claims to be effectuated pursuant to the Plan. To the extent Wiggins did not previously have notice that the Debtor intended to produce some or all of his personnel file, he is now on notice. The documents in question belong to the Debtor, and it is the Debtor's intention to produce them, subject to <u>Exhibit D</u> 's provisions regarding "Stipulated Privileges" and medical records, to the extent applicable. If Wiggins opposes this production, he is free to seek a protective order (or extension of the existing protective order), with which the Debtor would of course comply. For the avoidance of doubt, the Debtor would not support entry of a protective order (or extension of the existing protective order) with respect to Wiggins' personnel file.

Premonstratensian Fathers (“TPF”) [D.I. 1380]	Page	Response
The Plan fails to acknowledge that the extinguishment of Religious Order contribution claims against Protected Parties will not adversely protect the setoff rights of TPF under the Delaware Uniform Contribution Among Tortfeasors Law or equivalent statutory/common law.	3	The Plan does not extinguish the alleged contribution claims of TPF against the Debtor or the Protected Parties. Vis-à-vis the Debtor, such claims would be Class 3F Claims, which are unimpaired by the Plan. ¹ Vis-à-vis the Protected Parties, the only claims that are subject to the Plan’s channeling injunction are Survivor Claims.
Requests addition of language to the Confirmation Order.	4	Debtor is agreeable to the proposed language and it will be included in the proposed Confirmation Order.

¹ To be clear, the non-impairment of claims under the Plan is distinct from the “allowance” of claims under § 502 of the Bankruptcy Code. The Debtor expressly reserves the right to object to allowance of TPF’s alleged contribution claims.

Creditors Committee [D.I. 1382]	Page	Response
<p>The Creditors Committee is deeply offended by the Plan's non-impairment of Clergy Pension Claims and Other Unsecured Claims because it believes that under the Plan, a person responsible for the sexual abuse of children will enjoy the full benefits of a claim for pensions, sustenance and/or medical coverage.</p>	<p>1</p>	<p>The Creditors Committee appears to confuse “non-impairment” of a class of claims with “allowance” of a given claim within the class. The Debtor does not acknowledge the existence or validity of any “claims” for sustenance or medical coverage (one form of sustenance or charity), because sustenance and charity are based solely in Canon Law and do not give rise to a “right to payment” under secular law. To the extent any sustenance/charity “claims” have been filed that would fall within Class 3F of the Plan (which is unimpaired), the Debtor intends to object to their allowance during the claims reconciliation period post-confirmation. Post-Effective Date, appropriately, the decision whether to provide sustenance or charity to any individual will be made by the Bishop in consultation with his canonical advisors, independent from any provision of the Plan.</p> <p>With respect to Clergy Pension Claims, which are “claims” insofar as they have a secular legal basis in the Debtor’s Clergy Pension Plan, the Reorganized Debtor will amend the Clergy Pension Plan to provide that any clergy regarding whom there are admitted, corroborated or otherwise substantiated allegations of sexual abuse of minors (including both of the abusive priests identified in the Disclosure Statement as holding Clergy Pension Claims) shall be ineligible to receive any benefits under the Plan.</p>

Pachulski Stang Ziehl & Jones LLP and Morgan, Lewis & Bockius LLP [D.I. 1384]	Page	Response
Debtor is not current on making outstanding payments that are due and owing to the firms under the interim compensation procedures.	1	At the instance of the Creditors Committee, the Debtor has been operating under a Court-imposed cap on expenditure of its own funds from the Pooled Investment Account (“PIA”), as memorialized in a series of interim orders governing PIA withdrawals. The Debtor has exhausted its \$11.4 million of existing authority under these orders [D.I. 1209], primarily as a result of paying professionals’ fees. The Debtor will make the requisite showing at the Confirmation Hearing regarding feasibility (including, <i>inter alia</i> , the Debtor’s ability to pay or reserve for professionals’ fees on the Effective Date).
Norbertine Fathers [D.I. 1388]	Page	Response
The Plan fails to acknowledge that the extinguishment of Religious Order contribution claims against Protected Parties will not adversely protect the setoff rights of the Norbertine Fathers under the Delaware Uniform Contribution Among Tortfeasors Law or equivalent statutory/common law.	1	The Plan does not extinguish the alleged contribution claims of the Norbertine Fathers against the Debtor or the Protected Parties. Vis-à-vis the Debtor, such claims would be Class 3F Claims, which are unimpaired by the Plan. ² Vis-à-vis the Protected Parties, the only claims that are subject to the Plan’s channeling injunction are Survivor Claims.

² To be clear, the non-impairment of claims under the Plan is distinct from the “allowance” of claims under § 502 of the Bankruptcy Code. The Debtor expressly reserves the right to object to allowance of The Norbertine Fathers’ alleged contribution claims.

Certain Underwriters at Lloyd's, London (" <u>Pre-1994 Underwriters</u> ") [D.I. 1380]	Page	Response
<p>Plan's requirement that the Pre-1994 Underwriters assign their Order/Perpetrator Indemnification Claims to the Settlement Trust is unfair, inequitable, outside the scope of the Pre-1994 Underwriters' agreement with the Debtor, and is not permitted under the Bankruptcy Code or applicable state law.</p>	<p>1</p>	<p>While the Debtor does not necessarily agree with the Pre-1994 Underwriters' objection (and reserves all rights with respect thereto), the Debtor is willing to amend the Plan to remove the requirement of Settling Insurers' assignment of Order/Perpetrator Indemnification Claims to the Settlement Trust, which the Debtor would consider an immaterial modification of the Plan. (See Plan § 18.3 (permitting modification of the Plan in accordance with § 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Hearing).) To the extent the Creditors Committee would oppose such an amendment, the Debtor is working with the Creditors Committee and the Pre-1994 Underwriters on a proposed resolution to address the concerns of both.</p>