

Exhibit A

Conformed Second Amended Plan Blackline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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

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

Dated: ~~May 23, as of July 28, 2011~~²

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² This Plan is filed pursuant to the Bankruptcy Court's July 28, 2011, order confirming the Plan as a Settlement Plan [D.I. 1471], and includes (i) non-material amendments with respect to typography, grammar, and formatting, (ii) amendments to which the Debtor agreed on the record of the Confirmation Hearing, and (iii) amendments to conform the Plan to the confirmation order.

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INTRODUCTION

Catholic Diocese of Wilmington, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case, proposes this Chapter 11 Plan of Reorganization (the “Plan”) pursuant to the provisions of the Bankruptcy Code. The Plan contemplates, first and foremost, the consummation of a global settlement of clerical sexual abuse Claims against the Debtor and the Non-Debtor Catholic Entities memorialized in a certain Settlement Term Sheet dated February 2, 2011, by and among the Debtor and State Court Counsel. However, in the event this global settlement is not approved by the Bankruptcy Court or otherwise cannot be consummated, the Plan contemplates the creation of a liquidating trust for the benefit of all Creditors of the Debtor, to which substantially all Assets of the Estate will be transferred, which trust will be responsible for the liquidation of Assets and payment of Creditors in accordance with the Bankruptcy Code and applicable nonbankruptcy law.

ARTICLE I: DEFINITIONS AND INTERPRETATION

1.1 DEFINED TERMS. For the purposes of the Plan, except as expressly provided and unless the context otherwise requires, all capitalized terms not otherwise defined in context have the meanings ascribed to them in Exhibit A hereto. For purposes of Exhibits D, E, and E, all capitalized terms defined in such Exhibits shall have the meanings ascribed to them therein, notwithstanding any contrary definition in Exhibit A.

1.2 INTERPRETATION. For purposes of the Plan:

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

(b) the term “including” is intended to be illustrative and not exhaustive, and shall be construed as “including, but not limited to”;

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

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

(e) any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(f) any reference in the Plan to an existing document or exhibit Filed or to be Filed means such document or exhibit, as it may have been or may be amended, modified or supplemented;

provided that the amount of Distribution to any holder of a Survivor Convenience Claim shall be reduced by the amount of the Distribution made pursuant to Section 4.3(b)(2).

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

(a) Treatment in a Settlement Plan. If the Plan is confirmed as a Settlement Plan, then in full satisfaction, settlement, and release of, and in exchange for, all Allowed Class 3B Claims, and as a condition precedent to the Effective Date: (i) the Debtor shall direct the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, the Lay Pension Fund to the Lay Pension Plan Trust on behalf of the Debtor; ~~and~~ (ii) Cash or other property having a value not less than \$5,000,000 in the aggregate (the value of any non-Cash property being determined by Order of the Bankruptcy Court, after notice and a hearing, which hearing may be the Confirmation Hearing) shall be contributed by or on behalf of the Debtor to the Lay Pension Plan Trust; and (iii) the Reorganized Debtor shall execute a fully-secured, unsubordinated promissory note in the amount of \$15,000,000 in favor of the Lay Pension Plan Trust (the "Default Note"). The Default Note shall be payable, without interest, upon demand in the event the Lay Pension Plan Trust has insufficient assets to make benefit payments as and when due under the Lay Pension Plan (as may be modified by the Lay Pension Plan Reaffirmation Agreement), provided that any such demand shall be limited to the estimated amount of benefits payable under the Lay Pension Plan for the twelve (12)-month period immediately following such demand. The Default Note shall be canceled and returned to the Reorganized Debtor upon the Lay Pension Plan Trust's receipt of a written report from an independent actuary that the Lay Pension Plan (as may be modified by the Lay Pension Plan Reaffirmation Agreement) is fully funded on a termination basis.

(b) Treatment in a CDOW-Only Plan. If the Plan is confirmed as a CDOW-Only Plan, each holder of an Allowed Class 3B Claim shall be entitled to a Pro Rata Distribution from the Plan Trust in full satisfaction, settlement, and release of, and in exchange for, his or her Allowed Class 3B Claim, which distribution shall be made to the Lay Pension Plan Trust on behalf of such holder.

4.5 DEDA BOND TRANSACTION CLAIMS (CLASS 3C). Class 3C consists of DEDA Bond Transaction Claims.

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

(1) a promissory note substantially in the form to be proposed by the Debtor and filed as a Supplemental Plan Document, which note shall be agreeable in all respects to the Debtor, in its sole discretion, and executed by the Reorganized Debtor (and payable solely by the Reorganized Debtor, and not by

(a) **Treatment in a Settlement Plan.** If the Plan is confirmed as a Settlement Plan, then holders of Class 4 Claims shall not receive or retain any property under the Plan on account of such Claims.

(b) **Treatment in a CDOW-Only Plan.** If the Plan is confirmed as a CDOW-Only Plan, then if, and only if, all Allowed Pari Passu Claims are paid in full (including any Claims entitled to a distribution pursuant to § 726(a)(1)-(3) of the Bankruptcy Code), each holder of an Allowed Class 4 Claim shall receive a Pro Rata distribution from the Plan Trust in full satisfaction, settlement, and release of, and in exchange for, its Class 4 Claim. Holders of Class 4 Claims are not expected to receive or retain any property under the Plan on account of such Claims.

**ARTICLE V:
PROPOSED SETTLEMENTS EMBODIED IN PLAN**

5.1 PROVISIONS APPLICABLE TO SETTLEMENT PLAN. The following provisions shall apply in a Settlement Plan:

(a) **NDCE Settlement Contribution.** On or before the Settlement Funding Date, Cash in the amount of \$61,968,441 in the aggregate, plus interest accrued from and after the Interest Shift Date on the Escrowed Settlement Funds as set forth in Section 5.1(k), and less any amounts paid by the Debtor to the Settlement Arbitrator prior to the Effective Date, shall be contributed to the Settlement Trust by or on behalf of the Non-Debtor Catholic Entities in consideration for, and conditioned upon, (i) each holder of a Survivor Claim who is represented by State Court Counsel, absent further order of the Court, executing a release of the Debtor and the Non-Debtor Catholic Entities from such Survivor Claim in a form reasonably acceptable to the Debtor and Catholic Diocese Foundation, such release to be effective upon the funding of the Settlement Trust with the NDCE Settlement Contribution and the Insurer Settlement Contribution, (ii) treatment of the Non-Debtor Catholic Entities as Protected Parties under Section 16.3, (iii) treatment of the Survivor Claims of the Parish-Only Survivor Claimants as Class 3A Claims as set forth in Section 5.1(d), (iv) resolution of the PIA Litigation as set forth in Section 5.1(e), (v) waiver and release of all Causes of Action of the Estate against the Non-Debtor Catholic Entities or property of the Non-Debtor Catholic Entities (including Alter Ego Claims, Substantive Consolidation Claims, PIA Distribution Clawback Claims, and PIA Surcharge Claims) as set forth in Section 5.1(g), (vi) resolution of all potential disputes regarding Restricted PIA Funds as set forth in Section 5.1(h), and (vii) the Confirmation Order's provision for payment to Survivor John Vai from the Settlement Trust as set forth in Section 15.1(f)(1)(ii). As additional consideration for, and expressly conditioned upon, clauses (i)-(vii) of the preceding sentence, and subject to the occurrence of the Effective Date, each of the Non-Debtor Catholic Entities shall (i) agree to the non-monetary undertakings set forth in Exhibits D and E; (ii) waive and release any and all PIA Investment Claims, ~~and PIA Breach Claims, and Third Party Indemnity Claims arising from or relating to Survivor Claims subject to Section 16.3;~~ (iii) consent to the sale of the Non-Debtor Catholic Entities' interests, if any, in any Settled Insurance Policy to the applicable Settling Insurer and to the contribution of the proceeds of such sale to the Settlement Trust in accordance with Section 5.1(b); (iv) upon request by a

Settling Insurer, execute Insurance Buy-Back Agreements with respect to any Settled Insurance Policies in which the Non-Debtor Catholic Entities have, or may have, an interest; and (v) assign to the Settlement Trust all right, title and interest in and to any and all Order/Perpetrator Indemnification Claims.

(b) Insurer Settlement Contribution. On or before the Settlement Funding Date, Cash in the amount of \$15,456,559 in the aggregate shall be contributed by the Settling Insurers to the Settlement Trust, in consideration for, and expressly conditioned upon, (i) the Bankruptcy Court's approval of the sale of the Estate's interest in each Settled Insurance Policy to the applicable Settling Insurer pursuant to § 363(b), (f) and (m) and/or 1123(a)(5) of the Bankruptcy Code, free and clear of all claims and interests, in accordance with the applicable form of Insurance Buy-Back Agreement to be filed as a Supplemental Plan Document, (ii) treatment of the Settling Insurers as Protected Parties under Section 16.3, (iii) waiver and release of all Causes of Action of the Estate against the Settling Insurers or property of the Settling Insurers as set forth in Section 5.1(g). As additional consideration for, and expressly conditioned upon, clauses (i)-(iii) of the preceding sentence, and subject to the occurrence of the Effective Date, each of the Settling Insurers shall assign to the Settlement Trust all right, title and interest in and to any and all Order/Perpetrator Indemnification Claims, provided, however, that (i) said assignment shall be limited to those Order/Perpetrator Indemnification Claims arising from payments made (a) pursuant to an Insurance Buy-Back Agreement or (b) prepetition, and (ii) said assignment shall be limited to the use by the Settlement Trust to grant releases when settling with Religious Orders, Perpetrators and/or their insurers. The Confirmation Order shall provide that, should the Settlement Trust enter into a settlement of such Order/Perpetrator Indemnification Claims with a Religious Order, Perpetrator or an insurer of a Religious Order or Perpetrator, the Settlement Trust must obtain a full release from the settling Religious Order, Perpetrator and/or insurer of all Claims against the Settling Insurers arising from or relating to the settled Order/Perpetrator Indemnification Claims.

(c) Assignment of Estate's Order/Perpetrator Indemnification Claims to Settlement Trust. As additional consideration for, and expressly conditioned upon, treatment of the Non-Debtor Catholic Entities in accordance with Sections 16.3 and 5.1(e), (g) and (h), and subject to the occurrence of the Effective Date, the Debtor, on behalf of itself and its Estate, shall assign to the Settlement Trust all right, title and interest in and to any and all Order/Perpetrator Indemnification Claims.

(d) Assignment of Third-Party Indemnity Claims to Parish-Only Survivor Claimants. As additional consideration for, and expressly conditioned upon, treatment of the Non-Debtor Catholic Entities in accordance with Sections 16.3 and 5.1(e), (g) and (h), and subject to the occurrence of the Effective Date, each Non-Debtor Catholic Entity shall assign to each Parish-Only Survivor Claimant all right, title and interest in and to any Third-Party Indemnity Claim against the Debtor arising from or relating to the Survivor Claim of such Parish-Only Survivor Claimant.

(e) Resolution of PIA Litigation. In consideration of the Non-Debtor Catholic Entities' agreement to provide the NDCE Settlement Contribution and other

consideration set forth in Section 5.1(a), and to withdraw the appeal of the Phase I Judgment and Orders as set forth in this Section, the Confirmation Order shall (i) provide that, subject to the occurrence of the Effective Date, the Phase I Judgment and Orders are vacated and the PIA Litigation is dismissed, with prejudice (provided that the vacatur of the Phase I Judgment and Orders shall have no impact on the Phase I Opinions), (ii) declare that, subject to the occurrence of the Effective Date, the Disputed Non-Debtor PIA Funds are not property of the estate by operation of § 541(d) of the Bankruptcy Code; and (iii) effective immediately upon entry of the Confirmation Order, authorize the transfer of Cash proceeds of Disputed Non-Debtor PIA Funds to the Settlement Trust in an aggregate amount not to exceed the NDCE Settlement Contribution. As soon as practicable after the Effective Date, the Debtor and the Non-Debtor Catholic Entities party to the PIA Litigation shall withdraw (or move to dismiss, to the extent necessary) their appeal of the Phase I Judgment and Orders.

~~**Suspension of Duties of Fee Examiner**[OMITTED]. To facilitate the Reorganized Debtor's performance of its financial obligations under the Plan, the Debtor shall request that the Bankruptcy Court suspend the duties of the Fee Examiner as of the Confirmation Date. Suspension of the Fee Examiner's duties pursuant to this Section 5.1(f) shall not limit the statutory rights and obligations of parties in interest in this Chapter 11 Case, including the rights of parties in interest to object to Professional Claims.~~

(g) Debtor Waiver and Release of Estate Causes of Action Against Non-Debtor Catholic Entities and Settling Insurers. In consideration of the contributions and other consideration to be provided by the Non-Debtor Catholic Entities and the Settling Insurers pursuant to Section 5.1(a) and (b), the Debtor, on behalf of itself and the Debtor Releasers, irrevocably and unconditionally, without limitation, shall release, acquit, and forever discharge each of the Non-Debtor Catholic Entities and Settling Insurers from any and all Causes of Action of the Estate (including Chapter 5 Actions, Alter Ego Claims, and Substantive Consolidation Claims) against any such Non-Debtor Catholic Entity or Settling Insurer, or the property of any such Non-Debtor Catholic Entity or Settling Insurer, such release to be effective upon the Effective Date.

(h) Resolution of Disputes Regarding Restricted PIA Funds. The Confirmation Order shall find, subject to the occurrence of the Effective Date, that the Restricted PIA Funds (including the Capital Campaign Fund, the Clergy Pension Fund, and the Gift Annuity Funds) are Restricted Assets and constitute Undisputed Restricted PIA Funds for all purposes under the Plan.

(i) Additional Documentation; Non-Material Modifications. From and after the Effective Date, the Settlement Trustee, the Reorganized Debtor, and the Settling Parties shall be authorized to enter into, execute, adopt, deliver and/or implement all contracts, leases, instruments, releases, and other agreements or documents necessary to effectuate or memorialize the settlements contained in this Article V without further Order of the Bankruptcy Court. Additionally, the Settlement Trustee, the Reorganized

Debtor, and the Settling Parties may make technical and/or immaterial alterations, amendments, modifications or supplements to the terms of any settlement contained in this Article V, subject to Bankruptcy Court approval, provided that the amendment or modification does not materially and adversely change the treatment of any holder of a Class 3A Claim without the prior written agreement of such holder. A Class of Claims that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or supplemented under this Section 5.1(i), if the proposed alteration, amendment, modification or supplement does not materially and adversely change the treatment of the Claims within such Class. An Order of the Bankruptcy Court approving any amendment or modification made pursuant to this Section 5.1(i) shall constitute an Order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

(j) **Non-Settling Insurers Unaffected.** For the avoidance of doubt, the rights and obligations of Non-Settling Insurers shall be unaffected by this Article V and shall be governed solely by Article XI.

(k) Partial Escrow of NDCE Settlement Contribution. The Confirmation Order shall provide that, from and after the Interest Shift Date, \$50,000,000 of the NDCE Settlement Contribution on deposit in the Settlement Account shall be deemed to be held *in custodia legis* for the benefit of the Settlement Trust and holders of Class 3A Claims, subject to the funding of the Settlement Trust. While *in custodia legis*, the Escrowed Settlement Funds (i) shall not be subject to attachment, encumbrance, or forfeiture by any means without prior Order of the Bankruptcy Court, and (ii) shall be managed by the Debtor for the benefit of the Settlement Trust and holders of Class 3A Claims. On or before the Settlement Funding Date, the Debtor shall transfer the Escrowed Settlement Funds, together with accrued interest thereon, to the Settlement Trust on behalf of the Non-Debtor Catholic Entities. The balance of the NDCE Settlement Contribution (\$11,968,441, less any amounts paid by the Debtor to the Settlement Arbitrator prior to the Effective Date) shall be contributed to the Settlement Trust in accordance with Section 5.1(a).

5.2 CONDITIONS PRECEDENT TO SETTLEMENT PLAN. The Plan shall constitute a Settlement Plan if it is accepted by Class 3A and the following conditions are satisfied or duly waived (by a writing executed by the Debtor) as of the Confirmation Date:

(a) **(a) Overwhelming Acceptance by Survivors.** The Plan has been accepted as a Settlement Plan by at least eighty-five percent (85%) in number of holders of Class 3A Claims that are filed as of the Voting Record Date (including Parish-Only Survivor Claimants to whom Ballots are provided pursuant to Section 5.1(d)) who are represented by counsel, each of which holders has indicated on his or her Ballot that he or she approves the settlements embodied in Article V and agrees to be bound by the Channeling Injunction set forth in Section 16.3.

(b) **(b) Non-Accepting Survivors Bound by Plan.** The Bankruptcy Court has ruled that the settlements embodied in Article V and the Channeling Injunction set forth in Section 16.3 are binding upon, and enforceable by their terms against, all

holders of Survivor Claims (including, specifically, all Survivor Claims that are secured in whole or in part by a lien in property of any Non-Debtor Catholic Entity), irrespective of whether any such holder (i) has voted to accept the Plan, (ii) has approved the settlements embodied in Article V, or (iii) has agreed to be bound by the Channeling Injunction in Section 16.3.

~~(c)~~ **(e)–Resolution of Objections.** Each and every objection to confirmation of the Plan as a Settlement Plan has been withdrawn, overruled by the Bankruptcy Court, or resolved in a manner that does not materially and adversely change the treatment of any holder of a Class 3A Claim or materially alter the non-monetary undertakings of the Reorganized Debtor under Section 17.5(c).

5.3 PROVISIONS APPLICABLE TO CDOW-ONLY PLAN. If the Plan is confirmed as a CDOW-Only Plan, then the following provisions shall apply:

(a) Resolution of PIA Investment Claims. The Confirmation Order shall provide that the PIA Investment Claims of the Non-Debtor Pooled Investors shall be Allowed in the amounts with respect to each of the Disputed Non-Debtor PIA Funds set forth in Exhibit B hereto, provided, however, that to the extent any Disputed Non-Debtor PIA Funds are determined by a Final Order not to be Unrestricted Assets of the Estate, the PIA Investment Claims with respect to such Disputed Non-Debtor PIA Funds shall be Disallowed.

(b) Limitation on PIA Distribution Clawback Claims. The Confirmation Order shall provide that, notwithstanding anything to the contrary in any Interim PIA Withdrawal Order, the amount of any PIA Distribution Clawback Claim against a Non-Debtor Pooled Investor shall be reduced by the value of any property transferred to the Debtor by or on behalf of such Non-Debtor Pooled Investor between the Petition Date and the Effective Date, except to the extent that such Non-Debtor Pooled Investor was under a Secular Legal Duty to transfer property to the Debtor.

(c) St. Ann Indemnity Claim. The St. Ann Indemnity Claim shall be liquidated and Allowed (or Disallowed) as if it were a Survivor Claim against the Debtor, and the Debtor, on behalf of itself and the Debtor Releasers, shall waive any defense to such Claim that is based upon Survivor John Dougherty’s prior release of Claims against the Debtor.

5.4 RESERVATION OF RIGHTS. The Debtor reserves the right to sell property of the Estate and/or compromise Causes of Action on behalf of the Estate at any time prior to the Effective Date, subject to Bankruptcy Court approval. Notice of any such sale or compromise sought as part of the Plan shall be Filed as a Supplemental Plan Document, and approval of such sale or settlement shall be considered at the Confirmation Hearing or as soon thereafter as is practicable.

5.5 FORBEARANCE FROM PROSECUTION OF CDOW-ONLY PLAN. The Debtor shall not seek confirmation of the Plan as a CDOW-Only Plan until after it has sought confirmation of the Plan as a Settlement Plan. If the Bankruptcy Court does not

confirm the Plan as a Settlement Plan, the Debtor shall meet and confer with the Creditors Committee and the Lay Employees Committee to establish a schedule for litigation, if any, relating to confirmation of the Plan as a CDOW-Only Plan. Pending the occurrence of this meet-and-confer and the Bankruptcy Court's entry of an order regarding discovery and pleading deadlines related thereto, no party in interest will be required to File any pleading or initiate/continue any discovery related to confirmation of the Plan as a CDOW-Only Plan.

ARTICLE VI:
MEANS OF IMPLEMENTING A SETTLEMENT PLAN

6.1 APPLICABILITY OF THIS ARTICLE. This Article shall apply only if the Plan is confirmed as a Settlement Plan.

6.2 IMPLEMENTATION OF PLAN. The Debtor proposes that the Plan be implemented and consummated through the means contemplated by § 1123(a)(5)(A), (B), and (D)-(G) and § 1123(b)(2)-(4) and (6) of the Bankruptcy Code on and after the Effective Date.

6.3 VESTING ASSETS IN THE SETTLEMENT TRUST. On the Effective Date, all Settlement Trust Assets shall vest in the Settlement Trust, and the Debtor, the Non-Debtor Catholic Entities, and the Settling Insurers, as applicable, shall be deemed for all purposes to have transferred all right, title, and interest in and to the Settlement Trust Assets to the Settlement Trust for the benefit of the holders of Survivor Claims, whether or not such Claims are Allowed Claims as of the Effective Date. From and after the Effective Date, the Reorganized Debtor, the Non-Debtor Catholic Entities, and the Settling Insurers shall have no further interest in or with respect to the Settlement Trust Assets.

6.4 ASSUMPTION OF LIABILITY FOR SURVIVOR CLAIMS. On the Effective Date, the Settlement Trust shall assume liability for, and shall succeed to all rights and defenses of the Debtor and the Non-Debtor Catholic Entities with respect to, all Survivor Claims arising prior to the Effective Date (other than Survivor Claims that are Administrative Claims), which shall be Allowed and liquidated, or Disallowed, solely pursuant to the Settlement Trust Distribution Procedures.

6.5 SETTLEMENT TRUST DISTRIBUTION PROCEDURES. The Creditors Committee shall, not less than seven (7) days prior to the Voting Deadline, propose Settlement Trust Distribution Procedures, subject to approval by the Bankruptcy Court at the Confirmation Hearing. The Settlement Trust Distribution Procedures may include any appropriate provision not inconsistent with the applicable provisions of this Plan and the Bankruptcy Code, provided, however, that nothing in the Settlement Trust Distribution Procedures shall (i) impose any costs, directly or indirectly, upon the Estate or any Protected Party relating to the liquidation and Allowance (or Disallowance) of Class 3A Claims, or distributions from the Settlement Trust to holders of Class 3A Claims, or (ii) otherwise modify the rights or obligations of the Estate or any Protected Party as otherwise set forth in the Plan. If the proposed Settlement Trust Distribution Procedures will require holders of Class 3A Claims to make elections on their Ballots, then in connection with the Debtor's request for approval of the Disclosure Statement, the Creditors Committee shall File and seek approval by the Bankruptcy Court of an addendum to the Disclosure Statement, to be included in the Solicitation

Packages sent to holders of Class 3A Claims, which contains “adequate information” about the proposed Settlement Trust Distribution Procedures within the meaning of § 1125(a)(1) of the Bankruptcy Code, The Settlement Trust Agreement and/or the Settlement Trust Distribution Procedures shall require any holder of a Survivor Claim who did not execute a release of the Debtor and the Non-Debtor Catholic Entities pursuant to Section 5.1(a) to execute such a release as a prerequisite to receiving any distribution from the Settlement Trust.

6.6 RETENTION OF JURISDICTION. Pursuant to §§ 105, 1123(a)(5), and 1142(b) of the Bankruptcy Code, and 28 U.S.C. §§ 1334 and 157, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction (i) over the Chapter 11 Case, and (ii) to hear and determine all core proceedings arising under the Bankruptcy Code or in the Chapter 11 Case, including matters concerning the interpretation, implementation, consummation, execution, or administration of the Plan. Subject to, but without limiting the generality of, the foregoing, the Bankruptcy Court’s post-Effective Date jurisdiction shall include jurisdiction:

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

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

(c) over matters relating to the subordination of Claims;

(d) to enter and implement such Orders as may be necessary or appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(e) to consider and approve modifications of or amendments to the Plan, and/or to cure any defects or omissions or to reconcile any inconsistencies in any Order of the Bankruptcy Court, including the Confirmation Order;

(f) to issue Orders in aid of execution, implementation, or consummation of the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith, including the Settlement Trust Agreement and the Settlement Trust;

(g) over disputes arising from or relating to the Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith, including the Settlement Trust Agreement and the Settlement Trust;

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

(i) over all Fee Applications;

and all provisions necessary to govern the rights, powers, obligations and appointment and removal of the Settlement Trustee. The Settlement Trust Agreement shall also contain provisions necessary to ensure the Settlement Trust will receive future payments from Religious Orders if and when holders of Class 3A Claims receive property from the Religious Orders and/or the Religious Orders' insurance companies related to Claims of such holders against Religious Orders. The Settlement Trust Agreement and/or the Settlement Trust Distribution Procedures shall require any holder of a Survivor Claim who did not execute a release of the Debtor and the Non-Debtor Catholic Entities pursuant to Section 5.1(a) to execute such a release as a prerequisite to receiving any distribution from the Settlement Trust.

7.5 TAX MATTERS. The Settlement Trust is expected to be tax exempt. The Settlement Trustee shall file such income tax and other returns and documents as are required to comply with the applicable provisions of the IRC and the Treasury Regulations promulgated thereunder, and Delaware law and the regulations promulgated thereunder, and shall pay from the Settlement Trust all taxes, assessments, and levies upon the Settlement Trust, if any.

7.6 APPOINTMENT OF THE SETTLEMENT TRUSTEE. Subject to approval by the Bankruptcy Court, the Settlement Trustee will be Marla Eskin, Esq. The Settlement Trustee shall be appointed by the Bankruptcy Court in the Confirmation Order and shall commence serving no later than on the Effective Date. The Settlement Trustee will act only pursuant to the provisions of the Plan, the Confirmation Order, and the Settlement Trust Documents. The Settlement Trustee may not assign any of its rights or obligations. The Settlement Trustee will be responsible for defending the Settlement Trust against all Survivor Claims and will serve as the paying agent responsible for distribution of payments to holders of Survivor Claims. The Settlement Trustee will be entitled to receive a reasonable fee and reimbursement of reasonable costs and expenses for its services, with such fees and cost to be paid from the Settlement Trust.

7.7 APPOINTMENT OF THE SETTLEMENT ARBITRATOR. Subject to approval by the Bankruptcy Court, the proposed Settlement Arbitrator will be Hon. Thomas B. Rutter (retired). The Settlement Arbitrator shall be appointed by the Bankruptcy Court in the Confirmation Order (or re-appointed, to the extent previously appointed by Order of the Bankruptcy Court) and shall commence serving no later than on the Effective Date. The Settlement Arbitrator will be entitled to receive a reasonable fee and reimbursement of reasonable costs and expenses for its services, with such fees and cost to be paid from the Settlement Trust.

7.8 MISCELLANEOUS PROVISIONS. All funds paid to the Settlement Trustee pursuant to the Plan will be deposited in the Settlement Trust. The Settlement Trustee shall invest all funds that are deposited in the Settlement Trust at its discretion subject to the terms of the Settlement Trust Documents. The Settlement Trustee may distribute funds to the beneficiaries of the Settlement Trust by payment to the client trust accounts of the attorneys of record representing the beneficiaries as determined by the filed Proofs of Claim. The Settlement Trustee shall have no liability to the beneficiaries of the Settlement Trust on account of the administration of the funds once the funds are transferred to the client trust accounts of the beneficiaries' attorneys of record. Pursuant to the instructions of the Settlement Arbitrator and notwithstanding any provision of Allocation Plan, the Settlement Trustee may make interim

payments to beneficiaries of a Creditor Pool. Upon entry of an order by a court of competent jurisdiction authorizing termination and dissolution of the Settlement Trust, the Settlement Trustee will promptly proceed to wind up the affairs of the Settlement Trust. Upon termination of the Settlement Trust, and provided that all fees and expenses of the Settlement Trust have been paid or provided for in full and that no more than \$50,000~~5,000~~ remains in the Settlement Trust, the Settlement Trustee will deliver all funds and other investments remaining in the Settlement Trust, if any, including any investment earnings thereon, to a charity supporting survivors of childhood sexual abuse to be chosen by the Settlement Trustee after consultation with members of the dissolved Creditors Committee.

ARTICLE VIII:
MEANS OF IMPLEMENTING A CDOW-ONLY PLAN

8.1 APPLICABILITY OF THIS ARTICLE. This Article shall apply only if the Plan is confirmed as a CDOW-Only Plan.

8.2 IMPLEMENTATION OF PLAN. The Debtor proposes that the Plan be implemented and consummated through the means contemplated by § 1123(a)(5)(A), (B), and (D)-(G) and § 1123(b)(2)-(4) and (6) of the Bankruptcy Code on and after the Effective Date.

8.3 VESTING OF ASSETS IN THE PLAN TRUST. On the Effective Date, all Plan Trust Assets shall vest in the Plan Trust, and the Debtor shall be deemed for all purposes to have transferred all right, title, and interest of its Estate in the Plan Trust Assets to the Plan Trust for the benefit of the holders of Claims against the Debtor's Estate, whether or not such Claims are Allowed Claims as of the Effective Date. On the Effective Date or as soon as practicable thereafter, the Reorganized Debtor shall take all actions reasonably necessary to transfer control of any Plan Trust Assets not subject to Sections 8.5, 11.2(a), or 12.4 to the Plan Trust. Upon the transfer of control of Plan Trust Assets in accordance with the foregoing sentence, the Reorganized Debtor shall have no further interest in or with respect to such Plan Trust Assets. From and after the Effective Date, with respect to the IBNR Reserves and the Designated Insurance Policies, the Reorganized Debtor shall perform the duties set forth in Sections 8.5 and 11.2(a), respectively; and upon completion of its duties under Sections 8.5 or 11.2(a), as applicable, the Reorganized Debtor shall have no further interest in or with respect to the IBNR Reserves or the Designated Insurance Policies, respectively. From and after the Effective Date, the Reorganized Debtor shall manage the Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, and the Lay Pension Fund as set forth in Sections 12.4(a), (b) and (c), respectively. Upon completion of its duties under Sections 12.4(a), (b) or (c), as applicable, the Reorganized Debtor shall have no further interest in or with respect to the Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, or the Lay Pension Fund, respectively.

8.4 ASSUMPTION OF PLAN OBLIGATIONS AND LIABILITY FOR CLAIMS. On the Effective Date, all of the Debtor's rights and obligations, if any, with respect to each and every S/A/P Claim and Unsecured Claim, and all other rights and obligations of the Debtor under the Plan, shall be assigned to and assumed by the Plan Trust, provided that the Reorganized Debtor shall have standing, and shall retain the right, to object to any Claim. In particular, and without limiting the generality of the foregoing, on the Effective Date the Plan

Claim, or (iii) a Survivor Convenience Claim by making such election by the Survivor Election Deadline in accordance with Section 10.2 shall be deemed to have elected treatment as a holder of a Survivor Convenience Claim, which election shall be irrevocable.

10.8 CIVIL COMPLAINT BY SURVIVOR LITIGATION CLAIMANT. If a holder of a Survivor Litigation Claim has not Filed a civil complaint alleging such Claim in the Superior Court or District Court before making an election to be treated as a holder of a Survivor Litigation Claim, such holder must File in the District Court and serve on the Plan Trust such a complaint within sixty (60) days after the Effective Date. If a holder of a Survivor Litigation Claim does not File and serve such complaint, such holder shall be deemed to have elected treatment as a holder of a Survivor Convenience Claim, which election shall be irrevocable.

10.9 FEES AND EXPENSES. Reasonable fees and expenses of the Survivor Claims Arbitrator, the Survivor Claims Mediator, and counsel to the Plan Trust in connection with any arbitration, mediation, or litigation concerning a Survivor Claim shall constitute Plan Administration Expenses payable from the Plan Administration Expense Reserve. Upon request, the Reorganized Debtor shall reasonably cooperate (i) with the Plan Trust, the Survivor Claims Arbitrator, and the Survivor Claims Mediator in connection with any arbitration or mediation concerning a Survivor Claim, and (ii) with the Plan Trust and the holder of a Class 3A Claim with respect to discovery in connection with any litigation concerning a Survivor Claim (including by making witnesses available for deposition and trial), and the reasonable expenses of the Reorganized Debtor, including professional fees, in so doing shall constitute Plan Administration Expenses payable from the Plan Administration Expense Reserve. Nothing in this Section shall prejudice to the right of the Reorganized Debtor to object to the reasonableness of any discovery request.

10.10 AGREEMENTS OUTSIDE THE ADR AND LITIGATION PROCEDURES. For the avoidance of doubt, nothing in the Plan shall preclude the holder of a Class 3A Claim and the Plan Trust from stipulating to the Allowed amount of such Class 3A Claim as otherwise permitted by the Plan Trust Agreement, the Bankruptcy Code, and the Bankruptcy Rules.

ARTICLE XI: INSURANCE POLICIES

11.1 CONTINUATION OF INSURANCE POLICIES. The Debtor shall identify in a Supplemental Plan Document all known Insurance Policies and specify which of such Insurance Policies are expected to be Settled Insurance Policies in a Settlement Plan. If the Plan is confirmed as a Settlement Plan, the Settled Insurance Policies shall be sold to the Settling Insurers pursuant to § 363 of the Bankruptcy Code in accordance with Section 5.1(b). Irrespective whether the Plan is confirmed as a Settlement Plan or a CDOW-Only Plan, on the Effective Date, all Insurance Policies that were not previously sold to a Settling Insurer pursuant to § 363 of the Bankruptcy Code (the “Designated Insurance Policies”) shall, as applicable, either be deemed assumed by the Reorganized Debtor pursuant to §§ ~~365~~365, 1123(a)(5)(A) and 1123(ab)(5)(A2) of the Bankruptcy Code, to the extent such Insurance Policy is or was an Executory Contract of the Debtor, or continued in accordance with its terms pursuant to § 1123(a)(5)(A) of the Bankruptcy Code, to the extent such Insurance Policy is not an Executory

Contract of the Debtor, such that each of the parties' contractual, legal, and equitable rights under each such Designated Insurance Policy shall remain unaltered. To the extent that any or all of the Designated Insurance Policies are considered to be Executory Contracts, then the Plan shall constitute a motion to assume the Designated Insurance Policies in connection with the Plan. Subject to the occurrence of the Effective Date, the Confirmation Order shall approve such assumption pursuant to §§ 365(a), ~~1123(a)(5)(A)~~ and ~~1123(ab)(5)(A2)~~ of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interest of the Debtor, the Estate, and all parties in interest in the Chapter 11 Case. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtor existing as of the Effective Date with respect to any Designated Insurance Policy. The Debtor reserves the right to seek rejection of any Designated Insurance Policy or other available relief prior to the Effective Date.

11.2 PROVISIONS APPLICABLE TO CDOW-ONLY PLAN. This Section shall apply only if the Plan is confirmed as a CDOW-Only Plan.

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

(b) **Insurance Neutrality.** Except as otherwise provided in this Article XI, nothing in the Plan, any exhibit to the Plan, any Supplemental Plan Document, any Confirmation Order, or any other order of the Bankruptcy Court to the contrary (including any other provision that purports to be preemptory or supervening or grants a release): (a) shall affect, impair or prejudice the rights and defenses of any Insurer, the Debtor, the Reorganized Debtor, the Plan Trust, or any other insureds under any Insurance Policy in any manner; (b) shall in any way operate to, or have the effect of, impairing or having any *res judicata*, collateral estoppel, or other preclusive effect on any party's legal, equitable, or contractual rights or obligations under any Designated Insurance Policy in any respect; or (c) shall otherwise determine the applicability or non-applicability of any provision of any Insurance Policy and any such rights and obligations shall be determined under the Insurance Policy and applicable law. Additionally, any Insurance Action against any Insurer related to any Insurance Policy shall be brought in a court of competent jurisdiction other than the Bankruptcy Court; provided, however, that nothing herein waives any right of the Debtor, the Reorganized Debtor, the Plan Trust, or any Insurer to require arbitration to the extent the relevant Insurance Policy provides for such.

(c) **Additional Protections.**

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

(2) *Effect of this Article Generally.* Except as otherwise provided in this Article XI, with respect to and for purposes of construing and applying any Insurance Policy to resolve any Insurance Action, nothing in the Plan, the Supplemental Plan Documents, the Confirmation Order, or any other judgment, order, finding of fact, conclusion of law, determination, ruling or statement (written or oral) made or entered by the Bankruptcy Court or by any other court exercising jurisdiction over the Chapter 11 Case or any matter arising in or relating to the Chapter 11 Case, including any judgment, order, writ, or opinion entered on appeal from any of the foregoing, shall constitute an adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination; or evidence or suggestion of any such determination, establishing or relating to the liability (in the aggregate or otherwise) or coverage obligation of any Insurer for any Claim(s).

(3) *Effect of this Article on Exculpation, Release, Injunction and Discharge Provisions.* Notwithstanding anything to the contrary in the Plan or the Confirmation Order, no exculpation, release, injunction, or discharge provisions in the Plan or the Confirmation Order shall affect or limit the rights or obligations of, or protections afforded, the Debtor, the Reorganized Debtor, the Plan Trust, or any Insurer under this Article XI in regards to any Insurance Action arising under any Insurance Policy.

**ARTICLE XII:
THE POOLED INVESTMENT ACCOUNT**

12.1 CONTINUATION OF PIA CUSTODY AGREEMENT AND INVESTMENT MANAGEMENT AGREEMENTS. To the extent that the PIA Custody Agreement and the Investment Management Agreements are considered to be Executory Contracts, then notwithstanding anything contained in the Plan to the contrary, the Plan shall constitute a motion to assume the PIA Custody Agreement and the Investment Management Agreements in connection with the Plan pursuant to §§ ~~365~~ 365, 1123(a)(5)(A) and 1123(b)(2) of the Bankruptcy Code. Subject to the occurrence of the Effective Date, the Confirmation Order shall approve each such assumption pursuant to §§ 365(a), 1123(a)(5)(A) and 1123(a)(5)(A2) of the Bankruptcy Code and include a finding by the Bankruptcy Court that each such assumption is in the best interests of the Debtor, the Estate, and all parties in interest in the Chapter 11 Case. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtor existing as of the Effective Date with respect to the

foregoing or any other provision of the Plan, Confirmation Order or Plan Trust Agreement, interest shall not accrue on or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final distribution is made when and if such Disputed Claim becomes and Allowed Claim.

14.7 WITHHOLDING TAXES. The Plan Administrator shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. As a condition to making any distribution under the Plan, the Plan Administrator may require that the holder of an Allowed Claim provide such holder's taxpayer identification number and such other information and certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

**ARTICLE XV:
EFFECTIVENESS OF THE PLAN**

15.1 CONDITIONS PRECEDENT TO EFFECTIVE DATE. The Plan shall not become effective unless and until each of the following conditions shall have been satisfied in full in accordance with the provisions specified below. The conditions set forth in this Section may be waived by the Debtor in writing, provided that waiver of any of the conditions set forth in subsections (ef)(1)-(3) below shall require the unanimous written agreement of State Court Counsel.

(a) **Approval of Disclosure Statement.** The Bankruptcy Court shall have approved a Disclosure Statement to the Plan in form and substance acceptable to the Debtor and the Creditors Committee, which acceptance shall not be unreasonably withheld.

(b) **Entry of Confirmation Order.** Subject fully to Sections 15.2 and 15.3, the Confirmation Order ~~(i)~~ shall have been entered by the Bankruptcy Court, ~~(ii)~~ and shall not be subject to any stay of effectiveness, ~~and (iii)~~ shall have become a Final Order, the Confirmation Date shall have occurred, and no request for revocation of the Confirmation Order under § 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.

(c) **Establishment of S/A/P Claims Reserve.** The S/A/P Claims Reserve shall have been established.

~~Appointment of Special Arbitrator [OMITTED]. The appointment of the Special Arbitrator shall have been approved by Order of the Bankruptcy Court.~~

(e) **Lay Pension Plan Reaffirmation Agreement.** The Debtor shall have filed the Lay Pension Plan Reaffirmation Agreement and used its best efforts to gain approval thereof by the Bankruptcy Court.

(f) **Conditions Applicable to Settlement Plan.** If the Plan is confirmed as a Settlement Plan, the following conditions shall have been satisfied in full:

(1) *Form of Confirmation Order.*

(i) The Confirmation Order shall be in form and substance acceptable to the Debtor and the Creditors Committee, which acceptance shall not be unreasonably withheld.

(ii) The Confirmation Order shall provide that, except to the extent otherwise agreed by Survivor John Vai in a writing Filed with the Bankruptcy Court, Mr. Vai shall receive from the Settlement Trust a gross distribution of not less than three million dollars (\$3,000,000) from the Settlement Trust ~~Assets~~assets allocated to The Neuberger Firm, P.A., subject to Mr. Vai's obligations under his contract with his counsel.

(2) *Formation and Funding of Settlement Trust.* The Settlement Trust Agreement shall have been properly executed and filed as required by the Plan and applicable law, ~~and~~; the Settlement Trust shall have been formed and funded initially with the NDCE Settlement Contribution and the Insurer Settlement Contribution on or before the Settlement Funding Date; and Settlement Trust Distribution Procedures shall have been approved and shall not be subject to any stay of effectiveness.

(3) *Appointment of Settlement Trustee.* The appointment of the Settlement Trustee shall have been approved by Order of the Bankruptcy Court.

(4) *Transfer of Lay Pension Fund.* The Debtor shall have directed the Custodian to liquidate and distribute, or distribute via in-kind or inter-custodial transfer, the Lay Pension Fund to the Lay Pension Plan Trust on behalf of the Debtor, and such distribution shall have occurred.

(5) *Additional Lay Pension Funding.* ~~Cash or other property having a value of not less than \$5,000,000 in the aggregate (the value of any non-Cash property being determined by Order of the Bankruptcy Court, after notice and a hearing, which hearing may be the Confirmation Hearing)~~ shall have been contributed to the Lay Pension Plan Trust by or on behalf of the Debtor.

(g) **Conditions Applicable to CDOW-Only Plan.** If the Plan is confirmed as a CDOW-Only Plan, the following conditions shall have been satisfied in full:

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

(2) *Establishment of IBNR Reserves.* The Debtor shall have established the IBNR Reserves.

(3) *Formation and Funding of Plan Trust.* The Plan Trust shall have been formed and funded initially with all Plan Trust Assets consisting of Cash, and all formation documents for such entity shall have been properly executed and filed as required by the Plan and applicable law. For the avoidance of doubt, such initial funding shall not include any Cash proceeds of Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, or the Lay Pension Fund disposition of which shall be governed by Section 12.4, or (ii) the IBNR Reserves, which shall be held and administered by the Reorganized Debtor pursuant to Section 8.5.

(4) *Appointment of Plan Trustee, Survivor Claims Arbitrator, and Survivor Claims Mediator.* The appointment of the Plan Trustee, the Survivor Claims Arbitrator, and the Survivor Claims Mediator shall have been approved by Order of the Bankruptcy Court.

(5) *Approval of Survivor Claims Arbitration Procedures.* The Survivor Claims Arbitration Procedures shall have been approved by Order of the Bankruptcy Court.

15.2 NON-CONSUMMATION OF SETTLEMENT PLAN. If after the Confirmation Order is entered confirming the Plan as a Settlement Plan, each of the applicable conditions to effectiveness has not been satisfied or duly waived by ninety (90) days after the Confirmation Date, then upon the Effective Date has not occurred on or before the Settlement Funding Date (as may be extended by unanimous written agreement of State Court Counsel), the Bankruptcy Court shall vacate the Confirmation Order, which shall be void *ab initio*. On motion by the Debtor, and after notice and a hearing, the Confirmation Order may be (i) modified by the Bankruptcy Court to confirm may issue a supplemental order confirming the Plan as a CDOW-Only Plan, to the extent the requirements for confirmation of the Plan as a CDOW-Only Plan are satisfied, or (ii) vacated by the Bankruptcy Court; provided however, that notwithstanding the Filing of such a motion, the Confirmation Order shall not be modified or vacated if each of the conditions to effectiveness is either satisfied or duly waived before the Bankruptcy Court enters an Order granting the relief requested in such motion. Prior to, As soon as practicable after filing any motion to modify the Confirmation Order to confirm the plan Plan as a CDOW-Only Plan, the Debtor shall meet and confer with the Creditors Committee and the Lay Employees Committee to establish a schedule for litigation, if any, relating to confirmation of the Plan as a CDOW-Only Plan. Pending the occurrence of this meet-and-confer and the Bankruptcy Court's entry of an order regarding discovery and pleading deadlines related thereto, no party in interest will be required to File any pleading or initiate/continue any discovery related to confirmation of the Plan as a CDOW-Only Plan. If the Confirmation Order is modified/vacated pursuant to this Section to ~~confirm~~ but a supplemental order is entered confirming the Plan as a CDOW-Only Plan, then for all purposes under the Plan, (i) the supplemental order as modified shall constitute the "Confirmation Order," (ii) the date of entry of such supplemental order on the Bankruptcy Court's docket shall constitute the "Confirmation Date," and (iii) the hearing to consider confirmation of the Plan as a Settlement Plan and the

subsequent hearing to consider ~~modification of the Confirmation Order to confirm~~confirmation of the Plan as a CDOW-Only Plan shall, collectively, constitute the "Confirmation Hearing." If the Confirmation Order is vacated pursuant to this Section, and the Bankruptcy Court does not enter a supplemental order confirming the Plan as a CDOW-Only Plan, then the Plan shall be null and void in all respects, and nothing contained in the Plan, the Disclosure Statement, nor any pleadings Filed in connection with the approval thereof shall (i) constitute a waiver or release of any Claims against the Debtor, (ii) prejudice in any manner the rights of the holder of any Claim against the Debtor, (iii) prejudice in any manner the rights of the Debtor in the Chapter 11 Case, or (iv) constitute an admission of any fact or legal position or a waiver of any legal rights held by any Person prior to the Confirmation Date.

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

ARTICLE XVI: EFFECTS OF CONFIRMATION

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

16.2 DISCHARGE INJUNCTION. *Except as otherwise expressly provided in the Plan or in the Confirmation Order, and subject fully to Sections 11.2(b) and (c) (if the*

Plan is confirmed as a CDOW-Only Plan), on the Effective Date, pursuant to § 1141(d) of the Bankruptcy Code, the Debtor shall be discharged from any Claim that arose prior to the Effective Date, and all Persons who have held or asserted, hold or assert, or may in the future hold or assert a Discharged Claim shall be permanently stayed, enjoined, and restrained from taking any action, directly or indirectly for the purposes of asserting, enforcing or attempting to assert or enforce any Discharged Claim, including: (i) commencing or continuing in any manner, any action or any other proceeding of any kind with respect to any Discharged Claim against the Debtor, the Reorganized Debtor, or property of the Reorganized Debtor; (ii) seeking the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or Order against the Debtor, the Reorganized Debtor, or property of the Reorganized Debtor, with respect to any Discharged Claim; (iii) creating, perfecting, or enforcing any encumbrance or lien of any kind against the Debtor, the Reorganized Debtor, or property of the Reorganized Debtor with respect to any Discharged Claim; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Reorganized Debtor with respect to any Discharged Claim; and (v) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the Plan. In the event any Person takes any action that is prohibited by, or is otherwise inconsistent with the provisions of this injunction, the Plan or Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Person is asserted will automatically be transferred to the Bankruptcy Court or the District Court for enforcement of the Plan. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party shall be entitled to ~~may seek~~ an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

16.3 CHANNELING INJUNCTION IN SETTLEMENT PLAN. *This Section shall apply in a Settlement Plan. On ~~and after~~ the Effective Date, in consideration of (a) the promises and obligations of the Debtor, the Reorganized Debtor, the Bishop, and the Non-Debtor Catholic Entities under the Plan (including the provision of the NDCE Settlement Contribution and the non-monetary undertakings set forth in Sections 17.5(b) and (c) hereof), and (b) consideration provided, ~~or to be provided,~~ by the Settling Insurers, all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Survivor Claim arising prior to the Effective Date (other than a Survivor Claim that is an Administrative Claim) shall be forever barred and permanently enjoined from pursuing such Survivor Claim against any Protected Party based upon or in any manner arising from or related to any acts or omissions of any Protected Party including (w) for damages of any type, including bodily injury, personal injury, emotional distress, wrongful death and/or loss of consortium, (x) for exemplary or punitive damages, (y) for attorneys' fees and other expenses, fees or costs, (z) for any remedy at law, in equity or admiralty whatsoever, heretofore, now or hereafter asserted against any Protected Party; and all Survivor Claims arising prior to the Effective Date (other than Survivor Claims that are Administrative Claims) shall be channeled to and shall be treated, administered, determined, and, if Allowed, paid under the procedures and protocols and in the amounts as established under the Plan and the Settlement Trust Agreement as the sole and exclusive remedy for all Survivor Claimants, provided, however, that this injunction shall not apply to the Curry Judgment, provided further, however, that no Settling Insurer shall be liable for any portion of the Curry Judgment, and neither Survivor Joseph Curry, St.*

Dennis Roman Catholic Church, the Debtor, the Settlement Trust, nor any other entity or their successors and assigns, shall seek payment or bring any Claims or Causes of Action against the Settling Insurers for any reason whatsoever relating to the Curry Judgment and Mr. Curry. The foregoing channeling injunction is an integral part of the Plan and essential to its consummation and implementation. It is intended that the channeling of the Survivor Claims as provided in this Section shall inure to and for the benefit of the Protected Parties and shall not, directly or indirectly, inure to or for the benefit of the Holy See (State of Vatican City) or any Non-Settling Insurer, any Religious Order, or any insurer of a Religious Order (in such capacity, and not in its capacity as insurer of any other entity), or any Perpetrator. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party shall be entitled to seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

16.4 EXCULPATION; LIMITATION OF LIABILITY. From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party shall be released from, any Claim, Cause of Action or liability to any other Exculpated Party, to any holder of a Claim, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Case or in connection with the preparation and Filing of the Chapter 11 Case, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for Claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtor and its officers, member, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted the benefits of § 1125(e) of the Bankruptcy Code. For the avoidance of doubt, this Section shall not, directly or indirectly, inure to or for the benefit of the Holy See (State of Vatican City), any Religious Order, any insurer of a Religious Order (in such capacity, and not in its capacity as insurer of any other entity), or any Perpetrator.

ARTICLE XVII: THE REORGANIZED DEBTOR

17.1 CONTINUED CORPORATE EXISTENCE. The Debtor will, as the Reorganized Debtor, continue to exist after the Effective Date as a separate entity in accordance with the applicable laws of the State of Delaware, with all the powers of a not-for-profit, non-stock member corporation having tax-exempt status under 26 U.S.C. § 501(c)(3) under applicable law and without prejudice to any right to alter or terminate such existence under applicable state law, except as such rights may be limited and conditioned by the Plan and the documents and instruments executed and delivered in connection therewith.

17.2 VESTING OF ASSETS. In accordance with §§ 1141 and 1123(a)(5) of the Bankruptcy Code, and except as otherwise provided in the Plan or the Confirmation Order,

Reorganized Debtor from voluntarily honoring the Lay Pension Plan Reaffirmation Agreement or (ii) any holder of a Lay Pension Claim from accepting the Reorganized Debtor's performance under the Lay Pension Plan Reaffirmation Agreement.

(b) **Establishment of Charitable Trust for Survivors.** The Bishop will establish and manage a charitable trust fund to provide medical, psychological, educational, or other material assistance to Survivors and their families, as determined by the Bishop in his discretion. This fund will be capitalized initially with the Bishop's Discretionary Fund, in an amount not less than \$82,639, and thereafter will be funded with the proceeds of any gifts and donations to the Reorganized Debtor for the benefit of Survivors.

(c) **Additional Non-Monetary Undertakings for the Protection of Children.** If the Plan is confirmed as a Settlement Plan, the Bishop, the Reorganized Debtor, and the Non-Debtor Catholic Entities will agree to the non-monetary undertakings set forth in Exhibits D and E. If the Plan is confirmed as a CDOW-Only Plan, the Bishop and the Reorganized Debtor will agree to the non-monetary undertakings set forth in Exhibit F.

17.6 MANDATORY ARBITRATION OF DISPUTES. The Confirmation Order shall refer all disputes regarding compliance with the voluntary undertakings in Sections 17.5(b) or (c) to a disinterested Person to be agreed upon by the Debtor ~~shall identify in a Supplemental Plan Document~~ and the Creditors Committee to serve as an arbitrator (the "Special Arbitrator"). The appointment of the Special Arbitrator is subject to approval by the Bankruptcy Court. Decisions by the Special Arbitrator shall be final and non-reviewable by any court or other tribunal or authority. ~~Responsibility~~ Except as otherwise expressly set forth in Exhibit D, responsibility for paying the reasonable fees and expenses of the Special Arbitrator in connection with the arbitration of such disputes shall be shared by the parties to the dispute.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

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

18.2 FINAL ORDER. Except as otherwise expressly provided in the Plan, any requirement in the Plan for a Final Order may be waived by the Debtor (if prior to the Effective Date) or the Plan Administrator (on or after the Effective Date) upon written notice to the

Bankruptcy Court. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any Order that is not a Final Order.

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

18.4 U.S. TRUSTEE REPORTS. From the Effective Date until a Final Decree is entered, the Plan Administrator shall, within thirty (30) days of the end of each fiscal quarter, File with the Bankruptcy Court and submit to the U.S. Trustee quarterly reports setting forth all receipts and disbursements as required by the U.S. Trustee guidelines.

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

18.6 TAX EXEMPTION. Pursuant to § 1146 of the Bankruptcy Code, the delivery or recording of an instrument of transfer on or after the Confirmation Date shall be deemed to be made pursuant to and under the Plan, including any such acts by the Debtor (if prior to the Effective Date), and the Plan Administrator (on or after the Effective Date), including any subsequent transfers of property by the Plan Administrator, and shall not be taxed under any law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order and the Plan, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

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

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

18.9 CONTROLLING DOCUMENTS. In the event and to the extent that any provision of the Plan or the Plan Trust Agreement is inconsistent with any provision of the

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

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

18.11 NOTICES. Any notices or requests by parties in interest under or in connection with the Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the following parties:

If to the Debtor or the Reorganized Debtor:

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

If to the Settlement Trust or the Settlement Trustee:

PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Boulevard, 11th Floor
Los Angeles, California 90067-4100
Telephone: (310) 277-6910
Facsimile: (310) 201-0760
Attn: James L. Stang.

If to the Settlement Arbitrator:

ADR OPTIONS, INC.
Two Commerce Square, Suite 1100
2001 Market Street
Philadelphia, Pennsylvania 19103

Telephone: (215) 564-1775

Facsimile: (215) 564-1822

Attn: Thomas B. Rutter

If to the Plan Trust or the Plan Trustee (in a CDOW-Only Plan):

The parties identified in the Plan Trust Agreement to receive notices.

If to the Plan Oversight Committee, the Survivor Claims Arbitrator, or the Survivor Claims Mediator, the Special Arbitrator, or the Settlement Arbitrator (in a CDOW-Only Plan):

The parties identified in the Confirmation Order to receive notices.

~~If to the Settlement Trust or the Settlement Trustee:~~

~~The parties identified in the Settlement Trust Agreement to receive notices.~~

18.12 FILING OF ADDITIONAL DOCUMENTS. At any time before “substantial consummation” (as such term is defined in § 1102(2) of the Bankruptcy Code) of the Plan, the Debtor, the Plan Trust, the Settlement Trust, and/or the Reorganized Debtor, as appropriate, may File with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, or otherwise to comply with applicable law.

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

18.14 DIRECTION TO A PARTY. On and after the Effective Date, the Plan Trust or the Reorganized Debtor, as applicable, may apply to the Bankruptcy Court for entry of an Order directing any Person to execute or deliver or to join in the execution or delivery of any instrument or document reasonably necessary or reasonably appropriate to effect a transfer of properties dealt with by the Plan, and to perform any other act (including satisfaction of any lien or security interest) that is reasonably necessary or reasonably appropriate for the consummation of the Plan.

18.15 SUCCESSORS AND ASSIGNS. The Plan shall be binding upon and inure to the benefit of the Debtor and its successors and assigns, including the Reorganized Debtor. The rights, benefits, and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator successor, or assign of such entity.

18.16 CERTAIN ACTIONS. By reason of entry of the Confirmation Order, prior to, on or after the Effective Date (as appropriate), all matters provided for under the Plan that would otherwise require approval of the officers of the Debtor under the Plan, including (a) the adoption, execution, delivery, and implementation of all contracts, leases, instruments,

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

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

18.18 PLAN AS SETTLEMENT COMMUNICATION. The Plan (including in Article V) furnishes or offers or promises to furnish – or accepts or offers or promises to accept – valuable consideration in compromising or attempting to compromise Claims and Causes of Action that are disputed as to validity and/or amount (including Survivor Claims, the PIA Litigation, and other Claims and Causes of Action against Settling Parties). Accordingly, the Plan, the Disclosure Statement, and any communications regarding the Plan or the Disclosure Statement are subject in all respects to Federal Rule of Evidence 408 and any comparable provision(s) of applicable state law precluding their use as evidence of liability for, or the validity or invalidity of, any disputed Claim or Cause of Action. Additionally, counsel for any Survivor should treat the Plan and the Disclosure Statement as an offer of settlement that must be transmitted to his or her client in accordance with applicable rules and standards governing the practice of law before the Bankruptcy Court.

18.19 CONTRIBUTION RIGHTS. Nothing in the Plan shall preclude any Person from asserting in any proceeding, or against any award or judgment entered in such proceeding, any and all rights that may be accorded under the Delaware Uniform Contribution Among Tortfeasors Law, 10 Del. C. § 6301, et seq., or any other applicable statutory or common law, of reduction, credit, or setoff, arising from the settlement and resolution of the Survivor Claims.

18.20 MODIFICATION OF CLERGY PENSION PLAN. The Debtor shall modify the Clergy Pension Plan to provide that Francis G. DeLuca, Douglas W. Dempster, Edward F. Dudzinski, Kenneth J. Martin, Joseph A. McGovern, Francis J. Rogers, John A. Sarro, Harry P. Weaver, and Charles W. Wiggins (the “Removed Priests”) shall be ineligible for benefits of any kind arising on or after the Petition Date. The Confirmation Order shall approve such modification pursuant to § 363(b) of the Bankruptcy Code, effective as of the Confirmation Date.

18.21 OBJECTIONS TO CERTAIN CLAIMS. Within sixty (60) days after the Confirmation Date, the Debtor shall object to any and all Claims, in their entirety, of the Removed Priests asserted against the Debtor, regardless of whether such Claims are asserted as pre-petition, post-petition, or post-confirmation Claims (the “Removed Priest Claims”).

18.22 PROHIBITION OF CONSIDERATION TO CERTAIN INDIVIDUALS. Catholic Diocese of Wilmington, Inc. and each of the Non-Debtor Catholic Entities organized and existing as a civil, corporate and secular entity under the laws of a

State, shall be the "Enjoined Civil Entities." The Confirmation Order shall provide that the Enjoined Civil Entities shall be forever barred and permanently enjoined from providing any money, salary, wages, employment benefits, pensions, medical benefits, housing benefits, medical insurance, sustenance, charity, or other financial benefits of any kind whatsoever, to the Removed Priests. This injunction shall further preclude the direct or indirect use of the assets of the Enjoined Civil Entities to provide any of the enumerated benefits to any of the Removed Priests. Notwithstanding the foregoing, this injunction shall not apply to the payment of any Allowed prepetition Removed Priest Claims (including any claims arising under the Clergy Pension Plan), provided, however, that no such payment may be made until the entry of a Final Order resolving the Debtor's objection to the Removed Priest Claims as required by Section 18.21. In addition, this injunction shall not apply to services provided by Catholic Charities, Inc. in the ordinary course that are generally available to the public. For the avoidance of doubt, this injunction shall not be construed to prohibit the provision of any of the enumerated benefits to any of the Removed Priests by any individual, in his or her individual capacity, or by any individual who holds an ecclesiastical office (including the Bishop), in his capacity as ecclesiastical officer, provided that such benefits are provided using assets other than the assets of the Enjoined Civil Entities.

**ARTICLE XIX:
BANKRUPTCY RULE 9019 REQUEST**

19.1 Pursuant to Bankruptcy Rule 9019, the Debtor hereby requests approval of all compromises and settlements included in the Plan, including the compromises and settlements set forth in Article V.

ARTICLE XX:
CONFIRMATION REQUEST

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

Dated: ~~Wilmington, Delaware~~
~~May 23, 2011~~

Respectfully submitted,

CATHOLIC DIOCESE OF WILMINGTON, INC.

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

EXHIBIT A

DEFINITIONS

1. “Abuse” means sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, lascivious behavior, undue familiarity, pedophilia, ephebophilia, or sexually-related physical, psychological or emotional harm, or contacts or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult. A child or nonconsenting adult is abused whether or not this activity involves explicit force, whether or not it involves genital or other physical contact and whether or not there is physical, psychological or emotional harm to the child or nonconsenting adult.
2. “Administrative Claim” means a Claim for costs and expenses of administration that is allowable and entitled to priority under §§ 503, 507(a)(2) and/or 507(b) of the Bankruptcy Code, including any post-petition tax claims, any actual and necessary expenses of preserving the Estate, any actual and necessary expenses of operating the business of the Debtor, all Professional Claims, and any fees or charges assessed against the Estate under 28 U.S.C. § 1930.
3. “Administrative Claim Bar Date” has the meaning set forth in Section 2.1(b)(1).
4. “Administrative Claim Objection Deadline” shall have the meaning set forth in Section 2.1(b)(2).
5. “Allied Irish Banks Claim” means the Claim of Allied Irish Banks, p.l.c. arising under that certain Reimbursement Agreement (Security Agreement) dated as of November 14, 2002, by and among the Debtor, as applicant, and Allied Irish Banks, p.l.c., as letter-of-credit issuer, the Indenture, and related documents.
6. “Allow,” “Allowed” or “Allowance” when used with respect to a Claim against the Debtor or property of the Debtor, means a Claim: (a) which has been listed on the Schedules as other than disputed, contingent or unliquidated and as to which no Proof of Claim or objection to the scheduled amount has been timely filed; (b) as to which a Proof of Claim has been timely filed, or deemed timely filed by order of the Bankruptcy Court, and either (i) no objection thereto has been timely filed, or application to subordinate or otherwise limit recovery has been made or (ii) the Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court; (c) which has been allowed under the provisions of the Plan; (d) which is a Professional Claim for which a fee award amount has been approved by Final Order of the Bankruptcy Court; or (e) which is allowed pursuant to any stipulation of amount and nature of Claim executed by the Plan Administrator and the holder of the Claim on or after the Effective Date. To the extent the term “Allowed” is used in the Plan with respect to a specified Class of Claims or an unclassified category of Claims (i.e., “Allowed [Class designation/unclassified Claim category] Claim”), the resulting phrase shall mean an Allowed Claim of the specified Class or unclassified category of Claims. “Allowed” when used with respect to a Survivor Claim against a Non-Debtor Catholic Entity means a Claim (a) which has

been allowed under the provisions of the Plan or (b) which is allowed pursuant to any stipulation of amount and nature of Claim executed by the Plan Administrator and holder of the Claim on or after the Effective Date.

7. "Alter Ego Claims" means, collectively, any and all Causes of Action against any Non-Debtor Catholic Entity under applicable nonbankruptcy law premised upon such Non-Debtor Catholic Entity's alleged status as an "alter ego" of the Debtor, the Diocese, and/or the Bishop, including any Cause of Action styled as an "alter ego," "veil piercing," "reverse veil piercing," or "enterprise liability" action.
8. "Assets" of the Debtor or the Estate means, collectively, any and all property of the Debtor or the Estate, respectively, of every kind and character, wherever located, whether real or personal, tangible or intangible, and specifically including Cash (including the residual balance of any reserves established under the Plan) and Causes of Action.
9. "Ballot" means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the Disclosure Statement provided to each holder of a Claim entitled to vote to accept or reject the Plan.
10. "Bankruptcy Code" means title 11 of the United States Code, §§ 101-1532, as now in effect or as hereafter amended.
11. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware.
12. "Bankruptcy Rules" means, as the context requires, the Federal Rules of Bankruptcy Procedure applicable to this Chapter 11 Case and/or the local bankruptcy rules for the Bankruptcy Court as now in effect or as the same may from time to time hereafter be amended.
13. "Bar Date" means the date or dates established by the Bankruptcy Court as the last date for filing proofs of claim against the Debtor, including the Bar Dates established pursuant to the *Order Pursuant to Bankruptcy Rule 3003(c)(3) and Local Rule 2002-1(e) Establishing Deadlines for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof* [Docket No. 308]. The Plan does not affect or extend any date established by any other Order and the earliest date applicable to the filing or assertion of any Claim shall govern and control.
14. "Bishop" means, as the context requires, (i) the bishop who holds the office of the ordinary diocesan bishop of the Diocese under Canon Law, or (ii) his equivalent in law according to Canon Law; (iii) the diocesan or apostolic administrator of the Diocese appointed according to the norm of Canon Law during a vacant or impeded see; or (iv) Most Rev. W. Francis Malooly, D.D.
15. "Bishop's Discretionary Fund" means Cash on deposit in the Debtor's commercial checking account numbered 810004-418-8 with Citizens Bank, N.A., up to the amount represented by general ledger account F130 in the Debtor's books and records.

16. "Business Day" means any day that is not a Saturday, a Sunday or "legal holiday" as such term is defined in Bankruptcy Rule 9006(a).
17. "Canon Law" means the Code of Canon Law of the Holy Roman Catholic Church, as codified in 1983 and as may hereafter be amended, and all binding universal and particular laws of the Roman Catholic Church.
18. "Capital Campaign Fund" means the fractional equitable interest in the Pooled Investment Account represented by sub-fund F0090 in the Debtor's books and records.
19. "Cash" means cash or cash equivalents, including wire transfers, checks and other readily marketable direct obligations of the United States of America and certificates of deposit issued by banks.
20. "Causes of Action" means, except as provided otherwise in the Plan, the Confirmation Order or any document, instrument, release or other agreement entered into in connection with the Plan, all Claims, actions, choses in action, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, third-party claims, counterclaims and cross claims of the Debtor and/or its Estate, the Creditors Committee, the Lay Employees Committee, the Plan Trust (as successor to the Debtor and/or its Estate, the Creditors Committee or the Lay Employees Committee), or the Settlement Trust (as successor to the Debtor and/or its Estate with respect to the Order/Perpetrator Indemnification Claims), including an action that is or may be pending on the Effective Date or instituted by the Plan Administrator after the Effective Date against any Person based on law or equity, including under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, known or unknown, including Designated Causes of Action and Chapter 5 Actions; provided, however, that any affirmative defense or cross-claim asserted with respect to a Claim shall not be deemed a Cause of Action to the extent that it seeks to disallow or reduce, or is offset against, such Claim.
21. "CDOW-Only Plan" means the Plan if either (i) it is rejected by Class 3A or (ii) it is accepted by Class 3A, but all conditions for a Settlement Plan under Section 5.2 are not satisfied or duly waived (by a writing executed by the Debtor) as of the Confirmation Date.
22. "Chapter 5 Actions" means all Claims and Causes of Action which arise or may be brought under §§ 522, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.
23. "Chapter 11 Case" means the chapter 11 case, No. 09-13560 (CSS), pending for the Debtor in the Bankruptcy Court.
24. "Channeling Injunction" means, if the Plan is confirmed as a Settlement Plan, the injunction imposed pursuant to Section 16.3.
25. "Claim" means (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed,

undisputed, legal equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

26. "Class" means a category of holders of Claims as set forth in Article III of the Plan pursuant to Bankruptcy Code § 1122.
27. "Clergy Pension Claim" means any right of a member of the Debtor's clergy to payment under the Debtor's defined-benefit pension plan for clergy.
28. "Clergy Pension Fund" means the fractional equitable interest in the Pooled Investment Account represented by sub-fund F0100 in the Debtor's books and records.
29. "Committee Application Deadline" has the meaning set forth in Section 9.11(b).
30. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on its docket.
31. "Confirmation Hearing" means the hearing or hearings before the Bankruptcy Court pursuant to § 1128 of the Bankruptcy Code and Bankruptcy Rule 3020(b) to consider confirmation of the Plan, as may be continued or adjourned.
32. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code, as such order may be amended, modified or supplemented.
33. "Cramdown Plan" means the Plan (whether confirmed as a CDOW-Only Plan or as a Settlement Plan) if it is confirmed by the Bankruptcy Court pursuant to § 1129(b) of the Bankruptcy Code.
34. "Creditor" means any holder of a Claim against the Debtor (including Survivor Claims) arising prior to the Effective Date.
35. "Creditors Committee" means the official committee of unsecured creditors appointed in this Chapter 11 Case, as such committee may be constituted from time to time.
36. "Current Underwriters" refers to "Those Certain Underwriters at Lloyd's, London who subscribed to the Policies issued to the Named Insured Diocese of Wilmington for the periods effective from July 1, 1994 to the present."
37. "Curry Judgment" means the \$1,629,763 judgment and lien of Survivor Joseph Curry against St. Dennis Roman Catholic Church.
38. ~~37.~~ "Custodian" means Bank of New York Mellon, in its capacity as custodian of the Pooled Investment Account.

39. 38. “De Minimis Distribution” means, if the Plan is confirmed as a CDOW-Only Plan, a Distribution in an amount equal to or less than fifty dollars (\$50).
40. 39. “Debtor” means Catholic Diocese of Wilmington, Inc., prior to the Effective Date.
41. 40. “Debtor in Possession” means the Debtor in the capacity and with the status and rights conferred by §§ 1107 and 1108 of the Bankruptcy Code.
42. 41. “Debtor Releasers” means the Debtor, on behalf of the Estate, its representatives (including the Creditors Committee and the Lay Employees Committee, to the extent authorized to act on behalf of the Estate), and its successors (including the Settlement Trust (if the Plan is confirmed as a Settlement Plan), the Plan Trust (if the Plan is confirmed as a CDOW-Only Plan), and the Reorganized Debtor).
43. 42. “DEDA” means the Delaware Economic Development Authority.
44. 43. “DEDA Bond Transaction Claims” means, collectively, the Allied Irish Banks Claim and the Wilmington Trust Claim.
45. 44. “DEDA Loan Agreement” means that certain Loan Agreement dated as of November 1, 2002, by and between Wilmington Trust Company (as assignee of DEDA) and Catholic Diocese of Wilmington, Inc. with respect to the DEDA Variable Rate Revenue Bonds, Series of 2002 (Catholic Diocese of Wilmington, Inc. Project) issued November 14, 2002, in the principal amount of \$12,500,000.
46. “Default Note” has the meaning set forth in Section 4.4(a).
47. 45. “Designated Causes of Action” means, if the Plan is confirmed as a CDOW-Only Plan, collectively: (i) any Order/Perpetrator Indemnification Claim, and (ii) any Cause of Action pending in the Bankruptcy Court as of the Effective Date.
48. 46. “Designated Insurance Policies” shall have the meaning set forth in Section 11.1.
49. 47. “Diocese” and “Diocesan” refers to the public juridic person of the Roman Catholic Diocese of Wilmington under Canon Law.
50. 48. “Diocesan Schools” means, collectively, all schools owned or operated by, or otherwise affiliated with ~~Diocese of Wilmington~~ DOW Schools, Inc., any Parish, or any Parish Corporation.
51. 49. “Disallowed” when used with respect to a Claim against the Debtor, the Settlement Trust (if the Plan is confirmed as a Settlement Plan), or the Plan Trust (if the Plan is confirmed as a CDOW-Only Plan), or property of the Debtor, the Settlement Trust, or the Plan Trust, means a Claim or any portion thereof that (i) has been disallowed by Final Order, (ii) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed

timely filed under applicable law or the Plan, (iii) is not Scheduled and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or the Plan, (iv) has been withdrawn by agreement of the Debtor and the holder thereof, or (v) has been withdrawn by the holder thereof.

52. ~~50.~~—“Discharged Claim” means every Claim, or portion thereof, which has been Disallowed or discharged in the Chapter 11 Case.

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

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

55. ~~53.~~—“Disputed Non-Debtor PIA Funds” means, collectively, the fractional equitable interests, if any, in the Pooled Investment Account represented by (i) the sub-funds in the Debtor’s books and records which are identified on Exhibit B and (ii) sub-fund F0120 in the Debtor’s books and records. For the avoidance of doubt, balances reported on Exhibit B are as of October 20, 2009, and do not represent the current value of such Disputed Non-Debtor PIA Funds.

56. ~~54.~~—“Disputed Restricted PIA Funds” means, if the Plan is confirmed as a CDOW-Only Plan, collectively, any Restricted PIA Funds which are the subject of a *bona fide* dispute as of the Confirmation Date as to whether such Restricted PIA Funds are Restricted Assets.

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

58. 56.—“Effective Date” means the Business Day on which the Plan becomes effective pursuant to Article ~~XVIXV~~ of the Plan; provided however, that if any stay or injunction against enforcement or execution of the Confirmation Order is issued prior to the date that would otherwise be the Effective Date, the Effective Date shall be the first Business Day after all such stays or injunctions are no longer in effect. Notwithstanding anything to the contrary herein, if the Plan is confirmed as a Settlement Plan, the Effective Date shall occur, if at all, no later than the Settlement Funding Date.
59. “Enjoined Civil Entities” has the meaning set forth in Section 18.22.
60. “Escrowed Settlement Funds” means \$50,000,000 of the NDCE Settlement Contribution on deposit in the Settlement Account, which, after the Interest Shift Date, shall be deemed to be held in custodial egis for the benefit of the Settlement Trust and holders of Class 3A Claims pursuant to Section 5.1(k).
61. 57.—“Estate” means the estate created in the Chapter 11 Case pursuant to § 541 of the Bankruptcy Code.
62. 58.—“Executory Contract” means any executory contract or unexpired lease subject to § 365 of the Bankruptcy Code, between the Debtor and any other Person.
63. 59.—“Exculpated Parties” means, collectively, (i) the Debtor, the Estate, the Creditors Committee, the Lay Employees Committee, the Fee Examiner, the Mediator, the Special Arbitrator, the Custodian, the Lay Pension Plan Trustee, the Investment Managers, and the Non-Debtor Catholic Entities; (ii) if the Plan is confirmed as a Settlement Plan, the Settlement Trust, the Settlement Trustee, the Settlement Arbitrator, ~~and~~ the Settling Insurers, and State Court Counsel; (iii) if the Plan is confirmed as a CDOW-Only Plan, the Plan Trust, the Plan Trustee, the Plan Oversight Committee, the Survivor Claims Arbitrator, and the Survivor Claims Mediator; and (iv) the respective officers, directors, employees, members, attorneys, financial advisors, and professionals of a Person identified in the preceding clauses (i)-(iii).
64. 60.—“Fee Application” means an application filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules for payment of a Professional Claim.
65. 61.—“Fee Examiner” means Stuart Maue, the fee examiner appointed in the Chapter 11 Case pursuant to the *Order Appointing Fee Examiner and Establishing Related Procedures for Compensation and Reimbursement of Expenses for Professionals and Consideration of Fee Applications* [Docket No. 368], or its successor, if any.
66. 62.—“File,” “Filed” or “Filing” means file, filed or filing with the Bankruptcy Court or District Court, as applicable, or its authorized designee in the Chapter 11 Case.
67. 63.—“Final Decree” means the decree contemplated under Bankruptcy Rule 3022.
68. 64.—“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Case or the docket of

any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied or resulted in no modification of such order.

69. ~~65.~~–“Gift Annuity Claims” means Claims arising under charitable gift annuity agreements with the Debtor.

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

71. ~~67.~~–“IBNR Reserves” means, if the Plan is confirmed as a CDOW-Only Plan, reserves of Assets in an amount necessary to adequately reserve for incurred-but-not-reported claims under the Debtor’s self-insured lay and clergy health plans, which reserves shall be held and administered by the Reorganized Debtor pursuant to Section 8.5.

72. ~~68.~~–“Impaired” means “impaired” within the meaning of § 1124 of the Bankruptcy Code.

73. ~~69.~~–“Insurance Actions” means any actual or potential litigation as to any insurance recoveries or any Insurance Policy and/or rights thereunder.

74. ~~70.~~–“Insurance Buy-Back Agreement” means an agreement by and among the Debtor, one or more NDCEs, and a Settling Insurer regarding the sale of one or more Settled Insurance Policies and the release of all Causes of Action arising thereunder or related thereto.

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

76. ~~72.~~–“Insurer” means (i) if the Plan is confirmed as a CDOW-Only Plan, any insurance company or insurance broker that provided or allegedly provided, directly or indirectly, any coverage to or for the benefit of the Debtor or any predecessor in interest of the Debtor under an Insurance Policy, or (ii) if the Plan is confirmed as a Settlement Plan, any insurance company or insurance broker that provided or allegedly provided, directly or indirectly, any coverage to or for the benefit of the Debtor, any Non-Debtor Catholic Entity, or any predecessor in interest of the Debtor or any Non-Debtor Catholic Entity under an Insurance Policy.

77. ~~73.~~—“Insurer Settlement Contribution” means, if the Plan is confirmed as a Settlement Plan, Cash in the amount of \$15,456,559 in the aggregate to be contributed by the Settling Insurers to the Settlement Trust in accordance with Section 5.1(b).
78. ~~“Interest Shift Date” means, if the Plan is confirmed as a Settlement Plan, the date that is fourteen (14) days after the Confirmation Date.~~
79. ~~74.~~—“Interim PIA Withdrawal Order” means any Order of the Bankruptcy Court authorizing the Debtor to make a distribution from a Disputed Non-Debtor PIA Fund, including the Orders entered on the docket of the Chapter 11 Case as items numbered 141, 285, 347, 362, 387, 394, 423, 455, 526, 562, 568, 753, 810, 846, 897, 1022, 1104, 1148, and 1209.
80. ~~75.~~—“Investment Management Agreements” means, collectively, (i) that certain Agreement for Investment Management dated as of April 29, 1993, by and among the Debtor and Friess Associates of Delaware, Inc.; (ii) that certain Investment Management Agreement dated as of April 10, 2006, by and among the Debtor and Harding, Loevner Management, L.P.; (iii) that certain Investment Advisory Agreement dated as of September 13, 2004, by and among the Debtor and ING Clarion Real Estate Securities, L.P.; (iv) that certain Investment Advisory Agreement dated as of May 3, 1994, by and among the Debtor and Arnhold and S. Bleichroeder, Inc., as amended by that certain Amendment to Investment Advisory Agreement dated as of June 5, 2008, by and among the Debtor and Iridian Asset Management LLC; (v) that certain Investment Advisory Agreement dated as of June 19, 1995, by and among the Debtor and Kalmar Investments Inc.; (vi) that certain letter agreement dated as of March 25, 2003, by and among the Debtor and State Street Global Advisors, a division of State Street Bank and Trust Company; (vii) that certain Agreement of Trust dated as of December 20, 1999, by and among the Debtor and State Street Bank and Trust Company, as amended by that certain letter agreement dated as of February 28, 2003, by and among the Debtor and State Street Bank and Trust Company; and (viii) that certain Revocable Trust Agreement dated as of March 17, 2008, by and among the Debtor and Wellington Trust Company, National Association.
81. ~~76.~~—“Investment Managers” means, collectively, the non-debtor parties to the Investment Management Agreements, and their successors and assigns.
82. ~~77.~~—“IRC” means the Internal Revenue Code of 1986, 26 U.S.C. §§ 1 *et seq.*, as may be amended.
83. ~~78.~~—“Lay Employees Committee” means the official committee of lay employees appointed by the U.S. Trustee in the Chapter 11 Case on April 30, 2010, as such committee may be constituted from time to time.
84. ~~79.~~—“Lay Pension Claim” means any Claim against the Debtor arising under the Lay Pension Plan.

85. ~~80.~~ “Lay Pension Fund” means the fractional equitable interest in the Pooled Investment Account represented by sub-fund F0105 in the Debtor’s books and records.
86. ~~81.~~ “Lay Pension Litigation” means the adversary proceeding commenced by the Lay Employees Committee in the Bankruptcy Court (Ad. Proc. No. 11-50022(CSS)) for a declaration that the Lay Pension Fund is held in trust for the benefit of the Lay Pension Plan and/or is a Restricted Asset.
87. ~~82.~~ “Lay Pension Plan” means the Diocese of Wilmington Lay Employees Pension Plan sponsored by the Debtor for the benefit of employees of the Debtor and the Non-Debtor Catholic Entities.
88. ~~83.~~ “Lay Pension Plan Reaffirmation Agreement” means the document by which the Reorganized Debtor, subject to approval by the Bankruptcy Court, shall reaffirm the Debtor’s obligations under the Lay Pension Plan, as such obligations may be modified by such document.
89. ~~84.~~ “Lay Pension Plan Trust” means (i) the trust established by that certain The Catholic Diocese of Wilmington, Inc. Lay Employees Pension Plan Defined Benefit Plan Trust Agreement dated as of November 1, 1998, by and among the Debtor and Mellon Bank, N.A., as subsequently amended from time to time, or (ii) any successor to the trust identified in the foregoing clause (i).
90. ~~85.~~ “Lay Pension Plan Trustee” means (i) Bank of New York Mellon, as successor to Mellon Bank, N.A., in its capacity as trustee of the Lay Pension Plan Trust, or (ii) any successor to the trustee identified in the foregoing clause (i), in its capacity as trustee of the Lay Pension Plan Trust.
91. ~~86.~~ “Lien” means any mortgage, lien, pledge, security interest or other charge or encumbrance or security device of any kind in, upon, or affecting any Asset of the Debtor as contemplated by § 101(37) of the Bankruptcy Code.
92. ~~87.~~ “Liquidation Analysis” means the liquidation analysis annexed to and incorporated into the Disclosure Statement.
93. ~~88.~~ “Mediator” means Hon. Thomas B. Rutter (retired), one of the co-mediators appointed in the Chapter 11 Case pursuant to the *Amended Order Assigning Matter to Mediators* [Docket No. 502], as subsequently amended.
94. ~~89.~~ “NDCE Settlement Contribution” means, if the Plan is confirmed as a Settlement Plan, Cash in the amount of \$61,968,441 in the aggregate (plus interest accrued from and after the Interest Shift Date on the Escrowed Settlement Funds, and less any amounts paid by the Debtor to the Settlement Arbitrator prior to the Effective Date) to be contributed by or on behalf of the Non-Debtor Catholic Entities to the Settlement Trust pursuant to Section 5.1(a).
95. ~~90.~~ “Non-Debtor Catholic Entities” means, collectively: the Parishes; the Parish Corporations; the Diocesan Schools; DOW Schools, Inc.; Catholic Cemeteries, Inc.;

Catholic Charities, Inc.; Siena Hall, Inc.; Seton Villa, Inc.; Children's Home, Inc.; Catholic Youth Organization, Inc. d/b/a Catholic Youth Ministry; Catholic Ministry to the Elderly, Inc.; Catholic Press of Wilmington, Inc.; and Catholic Diocese Foundation.

96. ~~91.~~—"Non-Debtor Pooled Investors" means, collectively: Catholic Diocese Foundation; Catholic Charities, Inc.; Seton Villa, Inc.; Siena Hall, Inc.; Children's Home, Inc.; Catholic Cemeteries, Inc.; DOW Schools, Inc.; Catholic Youth Organization, Inc.; St. Ann Roman Catholic Church (Wilmington); St. Thomas the Apostle Roman Catholic Church; Corpus Christi Roman Catholic Church; Cathedral of St. Peter Roman Catholic Church; Our Lady of Lourdes Roman Catholic Church; St. John the Beloved Roman Catholic Church; St. Edmond Roman Catholic Church; St. Francis de Sales Roman Catholic Church; Holy Family Roman Catholic Church; St. Polycarp Roman Catholic Church; St. Mary Refuge of Sinners Roman Catholic Church; St. Benedict Roman Catholic Church; Holy Cross Roman Catholic Church; St. Paul Roman Catholic Church; St. Luke/St. Andrew Roman Catholic Church; Holy Rosary Roman Catholic Church, Our Mother of Sorrows Roman Catholic Church; Holy Spirit Roman Catholic Church; the Mullery Memorial Scholarship Trust; and the Society for the Propagation of the Faith.
97. ~~92.~~—"Non-Settling Insurer" means any Insurer other than a Settling Insurer.
98. ~~93.~~—"Official Committees" means, collectively, the Creditors Committee, the Lay Employees Committee, and any other official committee of creditors appointed in the Chapter 11 Case pursuant to § 1102 of the Bankruptcy Code, as may be constituted from time to time.
99. ~~94.~~—"Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Case or the docket of any other court of competent jurisdiction.
100. ~~95.~~—"Order/Perpetrator Indemnification Claim" means a Claim against a Religious Order or Perpetrator for indemnification or contribution arising from or relating to a Survivor Claim.
101. ~~96.~~—"Other Unsecured Claim" means any Claim that is not an S/A/P Claim, Survivor Claim, Lay Pension Claim, DEDA Bond Transaction Claim, Clergy Pension Claim, Gift Annuity Claim, or Penalty Claim.
102. ~~97.~~—"Pari Passu Claims" means, collectively, all Claims in Classes 3A, 3B, 3C, 3D, 3E, and 3F, solely to the extent such Claims are entitled to a distribution under the Plan.
103. ~~98.~~—"Parishes" means, collectively, the public juridic persons under Canon Law of the following parishes within the Diocese: Cathedral of St. Peter; Christ Our King; Corpus Christi; Good Shepherd; Holy Child; Holy Cross; Holy Family; Holy Name of Jesus; Holy Rosary; Holy Spirit; Immaculate Conception (Elkton); Immaculate Conception (Marydel); Immaculate Heart of Mary; Our Lady of Fatima; Our Lady of Good Counsel; Our Lady of Lourdes; Our Mother of Sorrows; Parish of The Resurrection; Sacred Heart; St. Andrew; St. Ann (Bethany Beach); St. Ann (Wilmington); St. Anthony of Padua; St. Benedict; St. Catherine of Siena; St. Christopher; St. Dennis; St. Edmond; St. Elizabeth;

St. Elizabeth Ann Seton; St. Francis de Sales; St. Hedwig; St. Helena; St. John Neumann; St. John the Apostle; St. John the Baptist – Holy Angels; St. John the Beloved; St. Joseph (Middletown); St. Joseph (Wilmington); St. Joseph on the Brandywine; St. Jude the Apostle; St. Luke; St. Margaret of Scotland; St. Mary of the Assumption; St. Mary of the Immaculate Conception; St. Mary Magdalen; St. Mary Refuge of Sinners; St. Mary Star of the Sea; St. Matthew; St. Michael the Archangel; St. Patrick; St. Paul (Delaware City); St. Paul (Wilmington); Ss. Peter and Paul; St. Peter the Apostle; St. Polycarp; and St. Thomas the Apostle.

104. 99.—“Parish Corporations” means, collectively, the secular legal embodiments of the Parishes, including: Cathedral of St. Peter Roman Catholic Church; Christ Our King Roman Catholic Church; Corpus Christi Roman Catholic Church; Good Shepherd Roman Catholic Church; Holy Child Roman Catholic Church; Holy Cross Roman Catholic Church; Holy Family Roman Catholic Church; Holy Name of Jesus Roman Catholic Church; Holy Rosary Roman Catholic Church; Holy Spirit Roman Catholic Church; Immaculate Conception Roman Catholic Church (Elkton); Immaculate Conception Roman Catholic Church (Marydel); Immaculate Heart of Mary Roman Catholic Church; Our Lady of Fatima Roman Catholic Church; Our Lady of Good Counsel Roman Catholic Church; Our Lady of Lourdes Roman Catholic Church; Our Mother of Sorrows Roman Catholic Church; Parish of The Resurrection Roman Catholic Church; Sacred Heart Roman Catholic Church; St. Andrew Roman Catholic Church; St. Ann Roman Catholic Church (Bethany Beach); St. Ann Roman Catholic Church (Wilmington); St. Anthony of Padua Roman Catholic Church; St. Benedict Roman Catholic Church; St. Catherine of Siena Roman Catholic Church; St. Christopher Roman Catholic Church; St. Dennis Roman Catholic Church; St. Edmond Roman Catholic Church; St. Elizabeth Roman Catholic Church; St. Elizabeth Ann Seton Roman Catholic Church; St. Francis de Sales Roman Catholic Church; St. Hedwig Roman Catholic Church; St. Helena Roman Catholic Church; St. John Neumann Roman Catholic Church; St. John the Apostle Roman Catholic Church; St. John the Baptist – Holy Angels Roman Catholic Church; St. John the Beloved Roman Catholic Church; St. Joseph Roman Catholic Church (Middletown); St. Joseph Roman Catholic Church (Wilmington); St. Joseph on the Brandywine Roman Catholic Church; St. Jude the Apostle Roman Catholic Church; St. Luke Roman Catholic Church; St. Margaret of Scotland Roman Catholic Church; St. Mary of the Assumption Roman Catholic Church; St. Mary of the Immaculate Conception Roman Catholic Church; St. Mary Magdalen Roman Catholic Church; St. Mary Refuge of Sinners Roman Catholic Church; St. Mary Star of the Sea Roman Catholic Church; St. Matthew Roman Catholic Church; St. Michael the Archangel Roman Catholic Church; St. Patrick Roman Catholic Church; St. Paul Roman Catholic Church (Delaware City); St. Paul Roman Catholic Church (Wilmington); Ss. Peter and Paul Roman Catholic Church; St. Peter the Apostle Roman Catholic Church; St. Polycarp Roman Catholic Church; and St. Thomas the Apostle Roman Catholic Church.

105. 100.—“Parish-Only Survivor Claimants” means, collectively, the plaintiffs in each of the following civil actions: *Barry Lamb v. St. Mary Magdalen Roman Catholic Church and St. Francis de Sales Roman Catholic Church*, Case No. 09C-06-187 (CLS) (Del. Super Ct.); *John Goe#1 v. St. John the Beloved Roman Catholic Church, Immaculate Conception Roman Catholic Church, St. Mary Refuge of Sinners, St Johns/Holy Angels,*

and *Rev. Douglas W. Dempster*; Case No. 09C-06-063 (WLW) (Del. Super. Ct.); *John Poe #7 v. Holy Rosary Roman Catholic Church and St. Thomas the Apostle Roman Catholic Church*, Case No. S09C-06-026 (THG) (Del. Super. Ct.); *John Loe #4 v. St. Catherine of Siena Roman Catholic Church*, Case No. 09C-06-189 (CLS) (Del. Super. Ct.); and *John Dougherty v. St. Ann's Roman Catholic Church*, Case No. 09C-06-141 (CLS) (Del. Super. Ct.).

106. ~~101.~~ “Penalty Claims” means a Claim against the Debtor, whether secured or unsecured, for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the holder of such Claim.
107. ~~102.~~ “Perpetrator” means an individual who personally committed or is alleged to have personally committed an act of Abuse. For the avoidance of doubt, the term “Perpetrator” does not include any individual who did not personally commit an act of Abuse, against whom a Survivor Claim nonetheless is asserted, or may be asserted, by virtue of such individual’s position or service as a member, trustee, officer, official, employee, agent, representative, servant, contractor, consultant, professional, volunteer, or attorney of the Diocese, the Debtor, or any Non-Debtor Catholic Entity.
108. ~~103.~~ “Person” means any individual, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, association, joint stock company, joint venture, estate, trust, unincorporated association, government or any political subdivision thereof, or other entity.
109. ~~104.~~ “Petition Date” means October 18, 2009, the date on which the Debtor commenced the Chapter 11 Case by filing a petition for relief under chapter 11 of the Bankruptcy Code.
110. ~~105.~~ “Phase I Judgment and Orders” means, collectively, the judgment (as amended) and orders appearing as docket items 125, 127, 128, 129, and 135 in the adversary proceeding in the Bankruptcy Court styled *Official Committee of Unsecured Creditors v. Catholic Diocese of Wilmington, Inc.*, at al., Adv. Proc. No. 09-52866 (CSS).
111. ~~106.~~ “Phase I Opinions” means, collectively, the opinions appearing as docket items 115 and 134 in the adversary proceeding in the Bankruptcy Court styled *Official Committee of Unsecured Creditors v. Catholic Diocese of Wilmington, Inc.*, et al., Adv. Proc. No. 09-52866 (CSS), which opinions are reported at 432 B.R. 135 and 437 B.R. 488, respectively.
112. ~~107.~~ “PIA Breach Claims” means any Claim of a Non-Debtor Pooled Investor against the Debtor for damages as a result of any alleged breach of fiduciary duty by the Debtor with respect to the Pooled Investment Account, other than a PIA Investment Claim.
113. ~~108.~~ “PIA Custody Agreement” means that certain Custody Agreement by and between the Debtor and the Custodian dated as of July 23, 1999.

114. ~~109.~~ “PIA Distribution Clawback Claim” means any Claim of the Estate against a Non-Debtor Pooled Investor or subsequent transferee for recovery of any amount advanced by the Debtor under an Interim PIA Withdrawal Order.
115. ~~110.~~ “PIA Investment Claim” means any Claim of a Non-Debtor Pooled Investor against the Debtor for recovery of its lost investment in the Pooled Investment Account.
116. ~~111.~~ “PIA Litigation” means the adversary proceeding in the Bankruptcy Court styled *Official Committee of Unsecured Creditors v. Catholic Diocese of Wilmington, Inc.*, at al., Adv. Proc. No. 09-52866 (CSS), and any related proceedings (including on certification, appeal or remand).
117. ~~112.~~ “PIA Surcharge Claim” means any Claim of the Estate in the nature of a surcharge against any Disputed Non-Debtor PIA Fund or Restricted PIA Fund for reimbursement of professionals’ fees and expenses incurred by the Debtor successfully defending such Disputed Non-Debtor PIA Fund or Restricted PIA Fund against entry of a Final Order determining it to be an Unrestricted Asset of the Estate.
118. ~~113.~~ “Plan” means this chapter 11 plan of reorganization, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.
119. ~~114.~~ “Plan Administration Expenses” means, if the Plan is confirmed as a CDOW-Only Plan, any and all costs and expenses incurred by the Plan Trust, the Plan Oversight Committee, or any other Person as provided specifically in the Plan, in connection with the administration of the Plan Trust, including litigation expenses and professional fees, pursuant to the Plan, Confirmation Order, and Plan Trust Agreement.
120. ~~115.~~ “Plan Administration Expense Reserve” means, if the Plan is confirmed as a CDOW-Only Plan, the reserve to be established by the Plan Trustee, in consultation with the Plan Oversight Committee, from Plan Trust Assets in an amount reasonably necessary to fund the Plan Administration Expenses.
121. ~~116.~~ “Plan Administrator” means (i) if the Plan is confirmed as a CDOW-Only Plan, the Plan Trustee, and (ii) if the Plan is confirmed as a Settlement Plan, the Reorganized Debtor.
122. ~~117.~~ “Plan Oversight Committee” means, if the Plan is confirmed as a CDOW-Only Plan, the committee formed on the Effective Date pursuant to Section 9.11 if the Plan.
123. ~~118.~~ “Plan Trust” means, if the Plan is confirmed as a CDOW-Only Plan, the trust created for the benefit of holders of Claims in accordance with the Plan and the Confirmation Order.
124. ~~119.~~ “Plan Trust Agreement” means, if the Plan is confirmed as a CDOW-Only Plan, the trust agreement establishing the Plan Trust, as may be amended.

125. ~~120.~~ “Plan Trust Assets” means, if the Plan is confirmed as a CDOW-Only Plan, collectively, all Unrestricted Assets as of the Effective Date, other than those Unrestricted Assets the Debtor shall designate as Reorganization Assets (the aggregate value of which shall in no event exceed \$3 million as of the Effective Date) in a Supplemental Plan Document, as well as all assets received by the Plan Trust after the Effective Date, including (a) the Unrestricted PIA Funds, (b) the Plan Trust’s residual interest in the surplus, if any, of the IBNR Reserves pursuant to Section 8.5, (c) the Estate’s rights to any proceeds of any Designated Insurance Policies, (d) all Causes of Action of the Estate against any Person, and (e) the Estate’s interest, if any, in the Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, and the Lay Pension Fund, subject fully to Section 12.4.
126. ~~121.~~ “Plan Trust Professionals” means, if the Plan is confirmed as a CDOW-Only Plan, the Plan Trustee, counsel to the Plan Trustee, counsel to the Plan Oversight Committee, and such other professionals retained by the Plan Trustee or the Plan Oversight Committee to assist in the administration of the Plan.
127. ~~122.~~ “Plan Trustee” means, if the Plan is confirmed as a CDOW-Only Plan, the Person appointed to act as trustee of the Plan Trust in accordance with the terms of the Plan, the Confirmation Order, and the Plan Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order and the Plan Trust Agreement.
128. ~~123.~~ “Pooled Investment Account” means the custody account maintained at Bank of New York Mellon pursuant to the PIA Custody Agreement.
129. ~~124.~~ “Post-Confirmation Notice Parties” means (i) if the Plan is confirmed as a CDOW-Only Plan, the Plan Trust, the Plan Oversight Committee, the Reorganized Debtor, the U.S. Trustee, and (solely with respect to Professional Claims and objections to Professional Claims) the Fee Examiner; and (ii) if the Plan is confirmed as a Settlement Plan, the Reorganized Debtor ~~and~~, the U.S. Trustee, and (solely with respect to Professional Claims and objections to Professional Claims) the Fee Examiner.
130. ~~125.~~ “Pre-1994 Underwriters” refers to “Those Certain Underwriters at Lloyd’s, London signatory to Policies issued to the Diocese of Wilmington and to certain of its Parishes for policy periods from the beginning of time through July 1, 1994.”
131. ~~126.~~ “*Prima Facie* Case of Abuse” with respect to a Survivor Claim means, if the Plan is confirmed as a CDOW-Only Plan, a *prima facie* showing that the holder of such Survivor Claim, or a Survivor on whose behalf such holder is authorized to assert such Survivor Claim, suffered Abuse for which the Debtor could be held civilly liable to the holder of such Survivor Claim under applicable non-bankruptcy law after giving effect to any applicable statute of limitations and any prior waiver or release executed in favor of the Debtor with respect to such Survivor Claim.

132. ~~127.~~ “Priority Claim” means a Claim to the extent that it is of the kind described in, and entitled to priority under § 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.
133. ~~128.~~ “Priority Tax Claim” means a Claim of a governmental unit of the kind specified in § 507(a)(8) of the Bankruptcy Code.
134. ~~129.~~ “Professional” means any professional employed or to be compensated pursuant to §§ 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code.
135. ~~130.~~ “Professional Claim” means a Claim for compensation for services and/or reimbursement of expenses pursuant to §§ 327, 328, 330, 331 or 503(b) of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Chapter 11 Case.
136. ~~131.~~ “Professional Claims Bar Date” has the meaning set forth in Section 2.1(c)(1).
137. ~~132.~~ “Proof of Claim” means a proof of claim filed in the Chapter 11 Case pursuant to § 501 of the Bankruptcy Code and/or pursuant to any order of the Bankruptcy Court, together with supporting documents.
138. ~~133.~~ “Pro Rata” means, with respect to any Distribution on account of any Allowed Claim in any Class, the ratio of (i) the amount of such Allowed Claim to (ii) the sum of (a) all Allowed Claims in such Class and (b) the aggregate maximum allowable amount of all Disputed Claims in such Class.
139. ~~134.~~ “Protected Party” means, if the Plan is confirmed as a Settlement Plan, any of (i) the Debtor, the Reorganized Debtor, the Non-Debtor Catholic Entities, and their respective predecessors and successors, and their past, present, and future members, trustees, officers, officials, employees, agents, representatives, servants, contractors, consultants, professionals, volunteers, attorneys, professionals, affiliates, insiders, subsidiaries, merged or acquired companies or operations, and their successors and assigns, but excluding only the Holy See (State of Vatican City), the Religious Orders, any insurer of a Religious Order (in such capacity, and not in its capacity as insurer of any other entity), and the Perpetrators, and (ii) the Settling Insurers and their respective predecessors and successors, and their past, present, and future officials, shareholders, subsidiaries, parents, divisions, affiliates, members, officers, directors, employees, servants, volunteers, representatives, attorneys, merged or acquired companies or operations or assigns, provided, however, that any successor of an entity identified in clause (i) of this definition shall not constitute a “Protected Party” with respect to any Claim that was not a Claim against the Debtor or a Non-Debtor Catholic Entity as of the Effective Date. Without limiting the generality of the foregoing, the Debtor may, but shall not be required to, specifically identify particular Protected Parties in a Supplemental Plan Document.
140. ~~135.~~ “Religious Orders” means, collectively: (i) the Oblates of Saint Francis de Sales; Oblates of St. Francis de Sales, Inc., a Delaware Corporation; The Congregation of the Oblates of St. Francis de Sales, Inc.; the Capuchin Franciscan Friars; Capuchin

Franciscan Friars Province of the Sacred Stigmata of St. Francis, a New Jersey Corporation; Brothers of the Holy Cross of the Eastern Province of the United States of America, Inc., a New York Corporation; The Norbertine Fathers of Delaware, Inc.; The Norbertine Fathers, Inc.; The Premonstratensian Fathers, A Wisconsin Corporation; Daughters of Charity of St. Vincent de Paul Northeast Province; and Daughters of Charity Emmitsburg Province; (ii) any past or present member, trustee, officer, or official of any entity in the foregoing clause (i), including Mauro Johri, a.k.a. Brother Mauro Johri, O.F.M. Cap., and his predecessors, as Ministers General of the Capuchin Francis Friars; or (iii) any entity owned or operated by, or otherwise affiliated with, any entity in the foregoing clause (i), including Salesianum School, Inc., St. Edmond's Academy, Inc., and Archmere Academy, Inc., and the religious institutes' Curia.

141. ~~136.~~—"Removed Cases" means all cases removed to the District Court pursuant to Bankruptcy Rule 9001 and 28 U.S.C. § 1452, or by the terms of the Plan if confirmed as a CDOW-Only Plan.

142. ~~"Removed Priest Claims"~~ has the meaning set forth in Section 18.21.

143. ~~"Removed Priests"~~ has the meaning set forth in Section 18.20.

144. ~~137.~~—"Reorganization Assets" means, collectively, (i) if the Plan is confirmed as a CDOW-Only Plan, (A) those Unrestricted Assets the Debtor shall designate as Reorganization Assets (the aggregate value of which shall in no event exceed \$3 million as of the Effective Date) in a Supplemental Plan Document, and (B) all Restricted Assets; and (ii) if the Plan is confirmed as a Settlement Plan, all Assets of the Debtor and the Estate that are not contributed to the Settlement Trust or the Lay Pension Plan Trust pursuant to the Plan.

145. ~~138.~~—"Reorganized Debtor" means Catholic Diocese of Wilmington, Inc., on and after the Effective Date.

146. ~~139.~~—"Restricted Assets" means, collectively, all Assets of the Debtor or the Estate that are subject to legally enforceable restrictions requiring use or disposition of such Assets for a particular purpose and precluding use of such Assets for the Debtor's general corporate purposes.

147. ~~140.~~—"Restricted PIA Funds" means, collectively, the fractional equitable interests, if any, in the Pooled Investment Account represented by the sub-funds in the Debtor's books and records identified on the Statement of Financial Affairs on Line 14 – Restricted Funds.

148. ~~141.~~—"S/A/P Claims" means, collectively, Secured Claims, Administrative Claims (including Professional Claims), Priority Claims, and Priority Tax Claims.

149. ~~142.~~—"Scheduled" means, with respect to any Claim, that such Claim is listed on the Schedules.

150. ~~143.~~–“Schedules” means the Debtor’s schedules of assets and liabilities filed with the clerk of the Bankruptcy Court pursuant to § 521(a) of the Bankruptcy Code and Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.
151. ~~144.~~–“Secular Legal Duty” means a duty arising under applicable non-bankruptcy law, the specific performance of which duty could be compelled by a federal court or a state court of general jurisdiction consistent with the Free Exercise and Establishment Clauses of the First Amendment of the United States Constitution.
152. ~~145.~~–“Secured Claim” means a Claim that is secured by a Lien on, or security interest in, property of the Debtor, or that has the benefit of rights of setoff under § 553 of the Bankruptcy Code, but only to the extent of the value of the creditor’s interest in the Debtor’s interest in such property, or to the extent of the amount subject to setoff, which value shall be determined by the Bankruptcy Court pursuant to §§ 506(a), 553, and/or 1129(b)(2)(A)(i)(II) of the Bankruptcy Code, as applicable.
153. ~~146.~~–“Settled Insurance Policy” means an Insurance Policy issued by a Settling Insurer that is subject to the settlement described in Section 5.1, as shall be described more particularly in an Insurance Buy-Back Agreement or other Supplemental Plan Document.
154. ~~“Settlement Account” means the Debtor’s commercial checking account numbered 451858411-1 with Charter One Bank.~~
155. ~~147.~~–“Settlement Arbitrator” means, if the Plan is confirmed as a Settlement Plan, the Person appointed to act as special arbitrator for the Settlement Trust in accordance with the terms of the Plan, the Confirmation Order, and the Settlement Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order and the Settlement Trust Agreement.
156. ~~148.~~–“Settlement Funding Date” means, if the Plan is confirmed as a Settlement Plan, the earlier of (i) the first Business Day that is at least sixty (60) days after the Confirmation Date and (ii) the first Business Day after which all properties set forth in Exhibit C have been sold by the Debtor, Catholic Diocese Foundation, Catholic Cemeteries, Inc., Seton Villa, Inc., or Children’s Home, Inc., as applicable.
157. ~~149.~~–“Settlement Plan” means the Plan if it is accepted by Class 3A and all conditions for a Settlement Plan under Section 5.2 are either satisfied or duly waived (by a writing executed by the Debtor) as of the Confirmation Date. For the avoidance of doubt, if the Plan is not accepted by Class 3A the Plan shall not constitute, and the Debtor shall not seek confirmation of the Plan as, a Settlement Plan.
158. ~~150.~~–“Settlement Trust” means, if the Plan is confirmed as a Settlement Plan, the trust created for the benefit of holders of Class 3A Claims in accordance with the Plan and the Confirmation Order.
159. ~~151.~~–“Settlement Trust Agreement” means, if the Plan is confirmed as a Settlement Plan, the trust agreement establishing the Settlement Trust, as may be amended.

160. ~~152.~~ “Settlement Trust Assets” means, if the Plan is confirmed as a Settlement Plan, collectively, the NDCE Settlement Contribution, the Insurer Settlement Contribution, and the Order/Perpetrator Indemnification Claims assigned to the Settlement Trust pursuant to Section 5.1(a)-(c).
161. ~~153.~~ “Settlement Trust Distribution Procedures” means, if the Plan is confirmed as a Settlement Plan, the procedures approved by the Bankruptcy Court governing (i) the Allowance and liquidation, or the Disallowance, of Class 3A Claims, and (ii) distributions from the Settlement Trust to holders of Class 3A Claims.
162. ~~154.~~ “Settlement Trust Documents” means, if the Plan is confirmed as a Settlement Plan, collectively, the Settlement Trust Agreement and the Settlement Trust Distribution Procedures.
163. ~~155.~~ “Settlement Trustee” means, if the Plan is confirmed as a Settlement Plan, the Person appointed to act as trustee of the Settlement Trust in accordance with the terms of the Plan, the Confirmation Order, and the Settlement Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order and the Settlement Trust Agreement, if the Plan is confirmed as a Settlement Plan.
164. ~~156.~~ “Settling Parties” means, if the Plan is confirmed as a Settlement Plan, collectively, the Non-Debtor Catholic Entities, the Settling Insurers, and the holders of Class 3A Claims.
165. ~~157.~~ “Settling Insurers” means, if the Plan is confirmed as a Settlement Plan, collectively, the Pre-1994 Underwriters; the Current Underwriters; Granite State Insurance Company; The Insurance Company of Pennsylvania; Allianz S.p.A (as successor to Adriatic Insurance Company and Fireman’s Fund Insurance Company); Scottsdale Insurance Company; National Casualty Company; and the following indirect the following indirect subsidiaries of Hartford Financial Services Group, Inc.: First State Insurance Company, Nutmeg Insurance Company, and Twin City Fire Insurance Company.
166. ~~158.~~ “Special Arbitrator” has the meaning set forth in Section 17.6.
167. ~~159.~~ “St. Ann Indemnity Claim” means the Proof of Claim filed by St. Ann Roman Catholic Church on or about April 15, 2010, and numbered 1218 on the official claims register maintained in the Chapter 11 Case.
168. ~~160.~~ “State Court Counsel” means, collectively or individually, as the context requires: Jacobs & Crumplar, P.A., The Neuberger Firm, P.A., Manly & Stewart, Dalton & Associates, P.A., Jeff Anderson & Associates, P.A., and Conaty, Curran & Sisk.
169. ~~161.~~ “Statement of Financial Affairs” means the Debtor’s statement of financial affairs filed with the clerk of the Bankruptcy Court pursuant to § 521(a) of the Bankruptcy Code, as the same may have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

170. ~~162.~~ “Substantive Consolidation Claims” means, collectively, any and all Causes of Action against any Non-Debtor Catholic Entity under the Bankruptcy Code and/or federal common law, which, if successful, would result in the substantive consolidation (whether partial or complete, deemed or actual) of such Non-Debtor Catholic Entity and/or the assets or liabilities of such Non-Debtor Catholic Entity with the Debtor and/or the Estate or liabilities of the Estate.
171. ~~163.~~ “Superior Court” means the Superior Court of the State of Delaware.
172. ~~164.~~ “Supplemental Plan Documents” means, collectively, the documents included (or to be included) in the supplemental appendix to the Plan and Filed with the Bankruptcy Court at least fourteen (14) days prior to the Confirmation Hearing, provided, however, that the Debtor may defer the filing of any documents that are applicable only in a CDOW-Only Plan, to the extent necessary, until fourteen (14) days prior to the Confirmation Hearing as may be continued by Order of the Bankruptcy Court in accordance with Sections 5.5 or 15.2, as applicable.
173. ~~165.~~ “Survivor” means an individual survivor of Abuse, whether or not such individual is the holder of an Allowed Survivor Claim.
174. ~~166.~~ “Survivor ADR Claim” means any Survivor Claim the holder of which elects treatment pursuant to Section 10.4.
175. ~~167.~~ “Survivor Claim” means (i) if the Plan is confirmed as a CDOW-Only Plan, any Claim against the Debtor related to or arising out of any and all acts or omissions that in any way arise out of, are based upon, or involve actual or alleged Abuse by a Person for whom the Debtor is or was legally responsible, whom the Debtor failed to control, direct, train or supervise, or about whose acts or propensities the Debtor failed to warn, disclose or provide information, or (ii) if the Plan is confirmed as a Settlement Plan, any Claim against the Debtor or any Protected Party related to or arising out of any and all acts or omissions that in any way arise out of, are based upon, or involve actual or alleged Abuse by a Person for whom the Debtor or any Protected Party is or was legally responsible, or whom the Debtor or any Protected Party failed to control, direct, train or supervise, or about whose acts and propensities the Debtor or any Protected Party failed to warn, disclose or provide information. For the avoidance of doubt, a Survivor Claim includes (i) any Claim for payment or reimbursement for, or provision of, medical or psychological treatment, and (ii) if the Plan is confirmed as a Settlement Plan, any Claim against a Non-Debtor Catholic Entity that was previously liquidated by agreement, reduced to judgment, and/or is secured in whole or in part by a lien in property of any Non-Debtor Catholic Entity. This definition shall not constitute a waiver of any defense that would otherwise be available to the Debtor, the Plan Trust, the Settlement Trust, or any Non-Debtor Catholic Entity under applicable law.
176. ~~168.~~ “Survivor Claimant” means the holder of a Survivor Claim.
177. ~~169.~~ “Survivor Claims Arbitration Procedures” has the meaning set forth in Section 10.4.
178. ~~170.~~ “Survivor Claims Arbitrator” has the meaning set forth in Section 10.4.

179. ~~171.~~ “Survivor Election Deadline” has the meaning set forth in Section 10.2.
180. ~~172.~~ “Survivor Claims Mediator” has the meaning set forth in Section 10.5.
181. ~~173.~~ “Survivor Convenience Claim” means, if the Plan is confirmed as a CDOW-Only Plan, a Survivor Claim the holder of which elects treatment pursuant to Section 10.6.
182. ~~174.~~ “Survivor Litigation Claim” means, if the Plan is confirmed as a CDOW-Only Plan, a Survivor Claim the holder of which elects treatment pursuant to Section 10.5.
183. ~~175.~~ “Third-Party Administrators” means the administrators of the Debtor’s self-insured lay and clergy healthcare plans.
184. ~~176.~~ “Third-Party Indemnity Claim” means a Claim for indemnification or contribution asserted against the Debtor, whether asserted as a cross-claim or a third-party claim.
185. ~~177.~~ “Treasury Regulations” means 31 C.F.R. §§ 900 *et seq.*
186. ~~178.~~ “Undisputed Restricted PIA Funds” means, collectively, any Restricted PIA Funds which are not Disputed Restricted PIA Funds.
187. ~~179.~~ “Unimpaired” means, with respect to a Class of Claims, that such Class is not Impaired.
188. ~~180.~~ “Unrestricted Asset” means an Asset of the Estate that is not subject to any legally enforceable restriction requiring use or disposition of such Asset for a particular purpose and precluding use of such Asset for the Debtor’s general corporate purposes.
189. ~~181.~~ “Unrestricted PIA Funds” means, collectively, (i) the fractional equitable interests, if any, in the Pooled Investment Account represented by sub-funds F0010, F0050, F0060, F0065, F0080, F0085, and F0180 in the Debtor’s books and records, (ii) if the Plan is confirmed as a CDOW-Only Plan, then subject to Section 12.4, the Estate’s interest, if any, in the Disputed Non-Debtor PIA Funds, the Disputed Restricted PIA Funds, and the Lay Pension Fund, and (iii) if the Plan is confirmed as a CDOW-Only Plan, then to the extent the IBNR Reserves are maintained in the Pooled Investment Account, the Plan Trust’s residual interest in the IBNR Reserves pursuant to 9.5.
190. ~~182.~~ “Unsecured Claims” means all Claims other than S/A/P Claims.
191. ~~183.~~ “U.S. Trustee” means the Office of the United States Trustee for the District of Delaware.
192. ~~184.~~ “Voting Deadline” means the deadline established by the Bankruptcy Court by which a holder of a Claim must execute and deliver its Ballot in order to cast a vote to accept or reject the Plan.

| 193. ~~185.~~ “Voting Record Date” means the date established by the Bankruptcy Court for the purpose of determining eligibility to receive a Ballot in order to cast a vote to accept or reject the Plan.

| 194. ~~186.~~ “Wilmington Trust Claim” means the Claim of Wilmington Trust Company arising under the DEDA Loan Agreement, the Indenture, the Reimbursement Agreement (Security Agreement) dated as of November 14, 2002, and related documents.

EXHIBIT D

**SETTLEMENT PLAN:
NON-MONETARY PROVISIONS RELATING TO DOCUMENTS**

NON-MONETARY PROVISIONS RELATING TO DOCUMENTS

1. As used herein “CDOW Entities” shall mean the Diocese, all Parishes, and any school, office, association or other entity under the direct or indirect control of the Diocese including, without limitation, all such entities listed in current and future editions of the Official Catholic Directory.

2. Any Settling Party will subscribe to all non-monetary provisions set forth in the Plan of Reorganization unless expressly agreed to otherwise by the Official Committee of Unsecured Creditors (the “Committee”). As used in this term sheet, the term “Settling Parties” will mean the CDOW Entities and, to the extent that they opt in to the global plan settlement, the religious orders and any third party settling through the Plan other than abuse victim claimants. To the extent of any and all privilege waivers and ongoing compliance obligations set forth herein, “Settling Parties” shall also include any and all priests, religious, employees, agents and assigns of the Settling Parties referenced in the prior sentence who are obtaining a release under the Plan of Reorganization.

3. In connection with the production of Documents set forth herein, the Settling Parties shall waive any and all privileges and defenses, if any, associated with any Constitutional protections the Settling Parties might otherwise seek to assert. The Settling Parties agree that the only bases for withholding Documents from production are the following secular privileges (collectively, the “Stipulated Privileges”): (a) attorney-client privilege; (b) work product protection; (c) priest-penitent privilege (provided, however, that as all communications relevant in this context are presumed to be non-documentary, any privilege raised under this privilege will be specifically identified as “priest-penitent privilege asserted” in the Privilege Log (hereafter defined)); and (d) religious advisor privilege (i) as currently-existing under Delaware law, but only to the extent the relevant Document is privileged under the law of that state, or (ii) as currently-existing under Maryland law but only to the extent the relevant Document is privileged under the law of that state. The Settling Parties further agree that, although they may assert a Stipulated Privilege as to any Document subject to such a Privilege, the Stipulated Privileges shall be defined and interpreted as they now exist under applicable law, and that the Settling Parties will not seek to expand or broaden the scope or nature of the Stipulated Privileges in any venue, legislative, judicial or otherwise. The Settling Parties further agree that the failure to assert an applicable Stipulated Privilege as to any particular Document will not waive the appropriate assertion of such Stipulated Privilege as to any other Document. The Special Arbitrator¹ will rule on any disputes relating to the Stipulated Privileges as set forth below in paragraph 6, paragraphs 7 through 9.

4. “Documents” shall mean the following, whether public or non-public, to the extent such Documents relate to abusive persons regarding whom there are admitted corroborated or otherwise substantiated allegations of sexual abuse of minors (individually, an

¹ The Special Arbitrator will be determined by mutual agreement of the Committee and the applicable Settling Party prior to the Effective Date, and will be replaced by another mutually acceptable party to the extent he or she resigns or is otherwise incapable of serving. In the event the parties cannot agree on a mutually acceptable party to serve as Special Arbitrator, the Bankruptcy Court will, upon motion, appoint one on an expedited basis.

“Abusive Person” or collectively “Abusive Persons”):² all personnel files, all documents relating to the supervision, placement, and/or remedial steps taken with respect to any Abusive Person, including all transcripts (electronic or otherwise) and video depositions from litigation involving any Abusive Person, all exhibits and other documents of any type related to sexual abuse tort litigation; in addition, “Documents” shall also include, to the extent relating to or in any way referencing sexual abuse or alleged sexual abuse of minors, or in any other way relating to the supervision, placement, and/or remedial steps taken with respect to any Abusive Person, the following: all documents, files, and other information including, without limitation, the diaries of all deceased bishops of the Diocese of Wilmington, correspondence, “bishop’s papers,” in video and audio recordings, archives, electronic data and other media sources of any kind, whether public or non-public and all exhibits and other documents of any type filed or produced in sexual abuse tort litigation.

5. In order to continue its efforts to prevent sexual abuse from occurring in the future, the CDOW Entities will provide to designated members of the Committee and/or their State Court Counsel the Documents required to be produced, together with a privilege log (the “Privilege Log”) of any Documents withheld from production. Production will be on a rolling basis after the Effective Date, and will be completed within 120 days after the Effective Date (the “Production Deadline Date”). Subject to the limitations of paragraph 6,7 through 9, the Committee and its members shall have sole and exclusive authority to use such Documents in any matter that they may deem appropriate.

6. *No victim’s or innocent third party’s identity may be released or revealed without his or her express permission.* ~~Within~~

7. For the period of 60 days following the Production Deadline Date, any and all challenges and disputes (the “Document Discussion Period”), the Settling Parties and the designated members of the Committee and/or their State Court Counsel will meet and confer with the Special Arbitrator and each other in order to establish that all Documents not subject to one or more of the Stipulated Privileges have been produced. Any concerns regarding the completeness of the Document production shall be raised with the Special Arbitrator and all parties in this meet and confer process, including any good faith challenges to entries on the Privilege Log, and any good faith requests for *in camera* inspection by the Special Arbitrator of specified Documents withheld from production. At the conclusion of the Document Discussion Period, the Special Arbitrator will issue a final report indicating whether or not the Settling Parties are in compliance with the provisions hereof and, if not, directing them to comply immediately. All fees, costs and expenses of the Special Arbitrator incurred through to the conclusion of the Document Discussion Period will be paid by the Debtor (or, as applicable, the appropriate Non-CDOW Settling Party).

8. All parties and the Special Arbitrator shall stipulate from the outset of the Document production process that the primary goal of the process will be to have all relevant Documents not subject to the Stipulated Privileges produced by the conclusion of the Document

² Such Documents to include, without limitation, all correspondence and other communications by, between, among, addressed to, or received by any Bishop of the Diocese, any other Diocesan official including, but not limited to, any vicar general, vicar for clergy, chancellor, pastor, priest, lay employee, volunteer, or provincial and/or other member of any religious congregation.

Discussion Period. However, if at the conclusion of the Document Discussion Period (a) there remain any good faith challenges or disputes relating to the production made by the Settling Parties (as the case may be, a “Documentary Dispute”) will be made by detailed letter; (b) the Special Arbitrator determines that the refusal to produce is made in good faith; and (c) the Special Arbitrator certifies that he/she requires further briefing or argument relating to such Documentary Dispute otherwise unavailable to him/her during the Document Discussion Period, the party claiming such Documentary Dispute will submit a letter outlining such Documentary Dispute to the Special Arbitrator and copied to counsel to the CDOW Entities and/or counsel to any non-CDOW Settling Party, as applicable any. Any response by or on behalf of the CDOW Entities regarding a Documentary Dispute shall be made by letter to the Special Arbitrator and copied to counsel for the party who submitted the challenge or dispute within 20 days following the submission. By letter to counsel for the CDOW Entities (or any non-CDOW Settling Party, as applicable) and counsel to the Committee, the Special Arbitrator will rule on any Documentary Dispute within 60 days following the submission the Documentary Dispute to the Special Arbitrator. The fees, costs and expenses of the Special Arbitrator incurred in the context of resolving any Documentary Dispute shall be paid equally between the party bringing such Documentary Dispute and the Diocese (or, as applicable, the appropriate Non-CDOW Settling Party).

9. The Special Arbitrator’s letter ruling determination with respect to the production of any Documents, whether at the conclusion of the Document Discussion Period or in connection with any Documentary Dispute, will be binding on all parties and final and non-reviewable by any court or other tribunal or authority.

7.10. Regarding Documents that are medical records, the Settling Parties will comply with applicable laws and regulations to the extent that such laws and regulations have not been waived by the party to whom such Documents relate³, but, with the exception of Catholic Charities, the Settling Parties agree not to oppose a court order requiring the production of such Documents. Catholic Charities shall produce Documents that are medical records only to the extent (a) such Documents relate to a Settling Party who is also an Abusive Person who received treatment by or through Catholic Charities; or (b) an appropriate records release authorization has been executed by a person who received counseling or other treatment services by or through Catholic Charities. No Settling Party will retain counsel for itself to contest the production of any Document, except to the extent such production is contested on the basis of applicable privilege or required non-disclosure. No Settling Party will retain counsel for any third party to contest production of any Document, on any basis, or otherwise support, such a third party challenge. To the extent any Documents required to be produced have been placed under seal, the Settling Parties agree that, if requested, they will support an application to the pertinent court to unseal such Documents.

8.11. The Settling Parties shall allow the Special Arbitrator to have complete access to inspect Diocesan files and archives to ensure that all Documents have been produced. The Special Arbitrator, at his or her sole discretion, may consult with any person to assist with

³ For the avoidance of doubt, it is expressly intended that except for the Stipulated Privileges and disclosure of identities of victims or innocent third parties, any party receiving a release under the Plan as a “Settling Party” will have waived all privileges and disclosure protections, including privileges and disclosure protections associated with HIPPA.

carrying out his or her duties, but only the Special Arbitrator will have access to inspect Diocesan files and archives. The purpose of this inspection right is to verify that all Documents have been released, which verification shall be final and non-reviewable by any court or other tribunal or authority.