

**DISCLOSURE STATEMENT EXHIBIT 2**

**THE CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY THE  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, DATED AS OF  
SEPTEMBER 13, 2024, INCLUDING PLAN EXHIBITS**



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The Official Committee of Unsecured Creditors proposes the following Plan under Chapter 11 of the Bankruptcy Code.

Refer to the Disclosure Statement for this Plan for a discussion of the Debtor's history, businesses, assets, this bankruptcy case, various risk factors, a summary and analysis of the Plan, and certain other related matters.

Subject to section 1127 of the Bankruptcy Code and those restrictions on modification in Section XVIII, the Committee reserves the right to amend, alter, or modify the Plan one or more times before its substantial consummation.

## **SECTION I. RULES OF INTERPRETATION**

1.1 The rules of construction in Bankruptcy Code section 102 apply to this Plan to the extent not inconsistent with any other provision in this Section I.

1.2 In computing any period prescribed or allowed by the Plan, unless otherwise provided, Bankruptcy Rule 9006(a) shall apply. If any act is required to be performed on a date that is not a Business Day, then the performance of such act may be completed on the next succeeding Business Day, but shall be considered to have been completed as of the required date. Enlargement of any period prescribed or allowed by the Plan shall be governed by Bankruptcy Rule 9006(b).

1.3 A term used in this Plan and not defined in this Plan has the meaning attributed to that term in the Bankruptcy Code or the Bankruptcy Rules.

1.4 The definition given to any term or provision supersedes and controls any different meaning that may be given to that term or provision in the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement, the Trust Documents, or the Unknown Tort Claims Trust Documents.

1.5 Whenever it is appropriate from the context, each term, whether stated in the singular or the plural, includes both the singular and the plural.

1.6 Any reference to a document or instrument being in a particular form or on particular terms means that the document or instrument will be substantially in that form or on those terms. No material change to the form or terms may be made after the Confirmation Date without the consent of any party materially affected.

1.7 Any reference to an existing document means the document as it has been, or may be, amended or supplemented.

1.8 Unless otherwise indicated, the phrase “under the Plan” and the words “herein” and “hereto” and similar words or phrases refer to this Plan in its entirety rather than to only a part of the Plan.

1.9 Unless otherwise specified, all references to sections, clauses, or exhibits are references to this Plan’s sections, clauses, or exhibits.

1.10 Section captions and headings are used only as convenient references and do not affect the Plan’s meaning.

1.11 All definitions in the Bankruptcy Code and below will be subject to the rules of construction in section 102 of the Bankruptcy Code. In addition, using the words “includes” or “including” is not limiting, and means “including but not limited to” and “including without limitation;” “and/or” means either or both, and the words “related to” or “relating to” mean regarding, from, based on, arising out of, or connected with.

1.12 Except as otherwise provided in this Plan, nothing in the Plan represents an admission or denial by any Entity of liability for, or the validity, priority, amount, or extent of, any Claim, lien, or security interest asserted against the Debtor or against any third party.

## **SECTION II DEFINITIONS**

2.1 “Abuse” means: (a) intentional touching of the individual’s intimate body parts (genitals, breasts, or buttocks) by such abuser, intentional touching by the individual of the intimate body parts of such abuser, showing pictures of the individual’s intimate body parts, or another individual’s intimate body parts (including the body parts of such abuser), showing or describing pornography or making images of the individual while naked or engaged in any sexual activity, or any sexualized interaction that was made possible by the position of authority of such abuser, or by the inducement of such abuser; (b) sexual intercourse, simulated intercourse, masturbation, cunnilingus, fellatio, anal intercourse, or any intrusion, however slight, to the oral, genital, or anal openings: (i) of the individual’s body by any part of the body of such abuser, by any part of the body of another individual, or by any object used by such abuser for this purpose; or (ii) of the body of such abuser by any part of the individual’s body; (c) inappropriate and/or unwelcome intimate physical contact that infringes upon another’s personal, physical boundaries, including but not limited to groping, kissing, and/or extended hugging; or (d) grooming by or trying to create a special relationship of a sexual nature, including, but not limited to, any communications of a sexual or romantic nature, including communications expressing romantic love to the individual (as opposed to a salutation) or providing material resources or experiences that induce the individual into a sexual relationship with such abuser.

2.2 “Abuse Claim” means any Claim (as defined in section 101(5) of the Bankruptcy Code), including, but not limited to any Unknown Tort Claim, against the Archdiocese resulting or arising in whole or in part, directly or indirectly from Abuse, and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Archdiocese or any other Entity for whose acts or failures to act the Archdiocese is or was allegedly responsible. “Abuse Claim” does not include any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims, Extra-Contractual Claims, or Insurance Claims. To avoid doubt, Abuse Claim includes no Claims first arising after the Petition Date or based only on conduct following the Petition Date.

2.3 “Abuse Claims Reviewer” means the Natural Person, including the designee of such Natural Person, whose role is defined in the Trust Allocation Protocol. Subject to the Plan’s provisions for replacement of the Abuse Claims Reviewer, the Abuse Claims Reviewer is [[[TBD]]].

2.4 “Abuse Claimant” means the Holder of an Abuse Claim, the estate of a deceased Holder of an Abuse Claim, or the personal executor or personal representative of the estate of a deceased Holder of an Abuse Claim.

2.5 “Abuse Litigation” means a lawsuit asserting an Abuse Claim against the Debtor or any Other Insured Entity.

2.6 “Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim” means any Entity’s Claim against any other Entity for contribution, indemnity, or reimbursement arising because of such Entity’s having paid or defended against any Abuse Claim, including but not limited to a joint tortfeasor or the like. To avoid doubt, an Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim is not an Abuse Claim.

2.7 “Administrative Claim” means a Claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority under section 507(a)(2) of the Bankruptcy Code, including (a) any actual and necessary costs and expenses, incurred after the Petition Date, of preserving the Estate and operating the business of the Debtor, (b) Professional Fee Claims, (c) any Claim specified in section 503(b)(9) of the Bankruptcy Code, and (d) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code.

2.8 “Affiliate” has the meaning specified in section 101(1) of the Bankruptcy Code.

2.9 “Agreed Settlement” has the meaning set forth in Section 3.2.1 hereof. For purposes of clarity, an Agreed Settlement includes any Settlement Offer.

2.10 “Administrative Claimant” means the Holder of an Administrative Claim.

2.11 “Allowance Date” means the date a Claim becomes Allowed.

2.12 “Allowed” means a Claim or part of it: (a) that has been allowed by a Final Order; (b) which has been scheduled by the Debtor as not disputed, not contingent, and not unliquidated, for which no proof of claim has been timely filed, and as to which no objection has been filed by the Claims Objection Deadline; (c) as to which a proof of claim in a liquidated and non-contingent amount has been timely filed and as to which no objection has been filed by the Claims Objection Deadline, or, if such an objection has been filed by the Claims Objection Deadline, such objection has been settled, withdrawn, or denied by a Final Order; (d) that is expressly allowed by the terms of this Plan; or (e) that is deemed allowed under the Trust Allocation Protocol.

2.13 “Archbishop” means Archbishop Gregory M. Aymond, or such other individual who may become the acting diocesan bishop of the Archdiocese.

2.14 “Archdiocese” means The Roman Catholic Church of the Archdiocese of New Orleans, the Debtor, or the Reorganized Debtor.

2.15 “Archdiocese Bequest” has the meaning set forth in Section 9.2.6 hereof.

2.16 “Assigned Insurance Rights” has the meaning set forth in Section 9.2.5 hereof.

2.17 “Avoidance Rights” means those rights to avoid and recover transfers, liens, or obligations, described in sections 544 – 553, inclusive, of the Bankruptcy Code, and any other rights provided for under applicable law that avoid certain transfers.

2.18 “Award” means the amount payable to an Abuse Claimant as determined in accordance this Plan.

2.19 “Ballot” means the ballot used by a Claimant to accept or reject the Plan, and under which Claimants will make certain elections regarding the treatment of their Claims as provided in the Plan.

2.20 “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, and any amendments thereto applicable to this Case.

2.21 “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Louisiana, or such other court having jurisdiction over this Case or any proceeding within.

2.22 “Bankruptcy Rules” means the Rules and Forms of Practice and Procedures in Bankruptcy promulgated under 28 U.S.C. § 2075, as amended, and the local rules and general orders of the Bankruptcy Court, as applicable to the Case, with all amendments and modifications thereto.

2.23 “Bonds” mean the *\$41,895,000 Refunding Revenue Bonds (Archdiocese of New Orleans Project) Series 2017* issued by the LPFA under the Bond Indenture on or about April 1, 2017.

2.24 “Bond Claims” means all Claims against the Debtor based on, and/or arising out of, the Bonds and/or the Bond Documents and treated in accordance with Section 6.3 hereof, including without limitation all Claims against the Debtor described in *Claim No. ECN-2* filed by the Bond Trustee in the Case in the principal amount of \$38,900,206.25.

2.25 “Bond Documents” means the Bond Indenture, the Bond Loan Agreement, the Bond Official Statement, and all other ancillary instruments and other documents related to, and/or issued in connection with, the Bonds.

2.26 “Bond Indenture” means that certain *Trust Indenture*, dated April 1, 2017 (as amended and supplemented from time to time), between the LPFA and Hancock Whitney, as original trustee and predecessor to the Bond Trustee.

2.27 “Bond Loan Agreement” means that certain *Loan Agreement*, dated April 1, 2017, between the Debtor and the LPFA, pursuant to which the LPFA loaned the proceeds of the Bonds to the Debtor.

2.28 “Bond Official Statement” means that certain *Official Statement*, dated July 1, 2017, promulgated by the LPFA with respect to the Bonds.

2.29 “Bond Settlement Order” means the *Order (I) Approving the Amended Settlement Agreement and (II) Granting Related Relief* [ECF Doc. No. 527] entered by the Bankruptcy Court in the Case on November 2, 2020, a copy of which is attached to this Plan as **Exhibit M**.

2.30 “Bond Settlement Agreement” means the *Amended Settlement Agreement* between the Archdiocese and the Bond Trustee, which was attached as **Exhibit 1** to the Bond Settlement Order.

2.31 “Bond Trustee” means Argent Institutional Trust Company, as the current successor trustee under the Bond Indenture with respect to the Bonds.

2.32 “Business Day” means any day other than Saturday, Sunday, or a “legal holiday,” as that term is defined in Bankruptcy Rule 9006(a).

2.33 “Case” means the case under Chapter 11 of the Bankruptcy Code commenced in the Bankruptcy Court by The Roman Catholic Church of the Archdiocese of New Orleans on May 1, 2020, Case No. 20-10846.

2.34 “Cash” means cash, cash equivalents, bank deposits, and negotiable instruments payable on demand.

2.35 “Causes of Action” means any claims, demands, rights, actions, causes of action and suits, of any kind or character, known or unknown, suspected or unsuspected, matured or unmatured, whether arising before, on, or after the Petition Date, in contract or in tort, at law or in equity or under any other theory of law, of any Entity, including but not limited to (1) rights of setoff, counterclaim or recoupment, and Claims on contracts or for breaches of duties imposed by law; (2) the right to object to Claims; (3) Claims under section 362 of the Bankruptcy Code; (4) such Claims and defenses as fraud, negligence, breach of fiduciary duty, corporate waste, unlawful dividends, mistake, duress, and usury; (5) all Avoidance Rights; (6) claims for tax refunds; (7) Insurance Claims, and (8) any other Claims which may be asserted against third parties or insiders.

2.36 “Channeled Claim” means (i) any Abuse Claim, (ii) any Claim against a Participating Party or Settling Insurer arising from, in connection with, or related to an Abuse Claim or any of the Settling Insurance Policies, including any Related Insurance Claim, and/or (iii) any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims of any Insurer. Each Claim described in this Section shall include all such Claims whenever and wherever arising or asserted, whether sounding in tort, contract, warranty or any other theory of law, equity or admiralty, including without limitation all Claims by way of direct action, subrogation, contribution, indemnity, alter ego, statutory or regulatory action, or otherwise, Claims for exemplary or punitive damages, for attorneys’ fees and other expenses, or for any equitable remedy. A Channeled Claim does not include an Abuse Claim against (I) a Natural Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party, or a Settling Insurer and (II) the Holy See. A Channeled Claim includes any Claim against a Participating Party or Settling Insurer based on allegations it is an alter ego of an Entity that is not a Participating Party or Settling Insurer or that the Participating Party’s or Settling Insurer’s corporate veil should be pierced as to Claims against an Entity that is not a Participating Party or Settling Insurer.

2.37 “Channeling Injunctions” means the injunctions provided for under Section 15.8 and Section 15.9 and any injunctions provided for in, or required by, any Bankruptcy Court-approved agreement with a Participating Party or a Settling Insurer.

2.38 “Chapter 11 Professionals” means, collectively, the Debtor’s Professionals, the Unknown Tort Claims Representative, the Unknown Tort Claims Representative’s Professionals, the Mediator, the Committee’s Professionals, and the Commercial Committee’s Professionals.



2.39 “Claim” means any past, present or future claim, demand, action, Cause of Action, suit, proceeding or liability of any kind or nature, whether at law or equity, known or unknown, asserted or unasserted, expected or unexpected, accrued or unaccrued, fixed or contingent, which has been or may be asserted by or on behalf of any Entity, whether seeking damages (including compensatory, punitive, or exemplary damages) or equitable, required, injunctive, or any other relief, including cross-claims, counterclaims, third-party claims, suits lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights Causes of Action, orders, or claims, as that term is defined in section 101(5) of the Bankruptcy Code; despite any statute of limitations defense.

2.40 “Claimant” means a Holder of a Claim.

2.41 “Claims Agent” means Donlin, Recano, & Company, Inc., in its capacity as the Bankruptcy-Court appointed claims, noticing, and solicitations agent, in the Case, or any such other Entity employed or appointed to satisfy such role.

2.42 “Claims Bar Date” means any date set by Final Order of the Bankruptcy Court as the last date for filing Claims against the Estate, including (i) November 30, 2020 (General Bar Date), and (ii) March 1, 2021 (Sex Abuse Claim Bar Date).

2.43 “Claims Objection Deadline” means, unless extended by the Bankruptcy Court, the first Business Day that follows the sixtieth (60th) day after the Effective Date, by which any objection to a Claim (excluding Class 3 Bond Claims, Class 4 Abuse Claims, and Class 7 Unknown Tort Claims) must be filed with the Bankruptcy Court or such objection will be forever barred.

2.44 “Class” means a class of Claims as set forth in SECTION V of the Plan in accordance with section 1122(a) of the Bankruptcy Code.

2.45 “Closing” means the execution and delivery of the Plan Documents by the Archdiocese, the Committee, the Participating Parties, and any Settling Insurers and the completion of all other actions necessary for the Reorganized Debtor, the Participating Parties, and the Settling Insurers to establish and fund the Trust as provided under SECTION IX and make all other Distributions required to be made upon, or promptly following, the Effective Date.

2.46 “CMS” means the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for tracking, assessing, or receiving reports made under MMSEA.

2.47 “Co-Defendant” means a defendant in a lawsuit in which the Debtor is also named as a defendant, and/or who is alleged to be fully or partially responsible for a Claim asserted, or which may be asserted in the future, against both such defendant and the Debtor, including a co-debtor as described in section 509 of the Bankruptcy Code. A Participating Party or Settling Insurer is not a Co-Defendant.

2.48 “Commercial Committee” means the committee of unsecured commercial creditors appointed pursuant to the Bankruptcy Court’s *Order Directing United States Trustee to Appoint Additional Committee of Commercial Unsecured Creditors* (ECF Doc. No. 746), as such committee may be reconstituted occasionally.

2.49 “Commercial Committee Professionals” means all professionals that the Commercial Committee has retained or may retain to provide professional services under section 1103(a) of the Bankruptcy Code and /or retained by Bankruptcy Court order, including Stewart Robbins Brown & Altazan, LLC, Dundon Advisers, LLC, H. Kent Aguillard, and Kroll, LLC.

2.50 “Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Case, as such committee may be reconstituted occasionally.

2.51 “Committee’s Professionals” means all professionals that the Committee has retained or may retain to provide professional services under section 1103(a) of the Bankruptcy Code and/or retained by Bankruptcy Court order including Pachulski, Stang, Ziehl, and Jones, LLP, Locke Lord LLP, Berkeley Research Group, LLC, Zobrio, Inc., Stegall, Benton, Melancon & Associates, LLC, Stout Risius Ross, LLC (f/k/a The Claro Group, LLC), Rock Creek Advisors, LLC, and Actuarial Value, LLC.

2.52 “Confirmation Date” means the date of the entry of the Confirmation Order.

2.53 “Confirmation Hearing” means the hearing held by the Bankruptcy Court regarding confirmation of the Plan, as such may be continued occasionally.

2.54 “Confirmation Order” means a Final Order confirming the Plan.

2.55 “Contingent” means, regarding a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which or the duty to make payment on which depends upon a future event that might occur.

2.56 “Contribution Date” means the fifteenth (15<sup>th</sup>) calendar day after entry of the Confirmation Order.

2.57 “Current Obligations” means (a) all accounts payable and other liabilities or obligations of the Debtor that arose or accrued in the ordinary course of the Debtor’s business after the Petition Date and before the Confirmation Date (excluding any Abuse Claims) and (b) any taxes incurred after the Petition Date and that became or become legally due by the Debtor after the Petition Date and before the Confirmation Date.

2.58 “Debtor” means The Roman Catholic Church of the Archdiocese of New Orleans.

2.59 “Debtor’s Professionals” means all professionals that the Debtor has retained or may retain to provide professional services under section 1103(a) of the Bankruptcy Code and/or retained by Bankruptcy Court order including, without limitation, Jones Walker LLP, Blank Rome LLP, Carr, Riggs & Ingram, LLC, and TMC Realty, LLC d/b/a The McEnery Company.

2.60 “DIP Credit Card Claim” means the Claim for money owed by the Debtor for credit cards issued by Hancock Whitney and approved by the Bankruptcy Court in the Bankruptcy Case pursuant to the following: (i) the *Final Order (A) Authorizing (I) the Maintenance of Existing Bank Accounts, Continued Use of Existing Cash Management System, and Continued Use of Existing Business Forms, (II) Waiving the Requirements of Section 345(b) of the Bankruptcy Code, and (III) Granting Related Relief* [ECF Doc. No. 174] and (ii) the *Order Authorizing the Debtor to*

*Obtain and Use Post-Petition Secured Credit Card Account Pursuant to 11 U.S.C. §§ 105, 364, Fed. R. Bankr. P. Rule 4001(C), and Local Rule 4001-3 [ECF Doc. No. 758].*

2.61 “Disclosure Statement” means the Disclosure Statement relating to this Plan, as it may be amended occasionally.

2.62 “Disclosure Statement Order” means the Final Order entered by the Bankruptcy Court approving the Disclosure Statement.

2.63 “Disputed Claim” means a Claim as to which a proof of claim is filed or is considered filed under Bankruptcy Rule 3003(b)(1) and as to which an objection: (1) has been timely filed; (2) has neither been overruled nor been denied by a Final Order; and (3) has not been withdrawn.

2.64 “Distribution” means any transfer of Cash or other property or instruments to a Claimant by the Debtor, Reorganized Debtor, the Trustee, or the Unknown Tort Claims Trustee.

2.65 “Direct Action Claim” means any Claim identical to, similar to, or relating to an Abuse Claim brought by any Entity directly against a Settling Insurer.

2.66 “Effective Date” means the first Business Day after the Confirmation Date on which (i) all conditions to effectiveness specified in Section 14.1 have been satisfied or waived and (ii) no stay of the Confirmation Order is in effect.

2.67 “Entity” means a Person, estate, trust, trustee, personal executor or personal representative, unincorporated organization or association, federal, international, foreign, state, or local governmental or quasi-governmental unit, body, or political subdivision, or any agency or instrumentality thereof (including the United States Trustee) within the meaning set forth in section 101(15) of the Bankruptcy Code.

2.68 “Estate” means the bankruptcy estate of the Debtor as created under section 541 of the Bankruptcy Code.

2.69 “Exculpated Parties” means: (i) the Debtor, (ii) the Participating Parties; (iii) the Released Parties; (iv) the Settling Insurers; (v) the Committee, (vi) the Committee’s current members and their Representatives, (vii) the Committee’s former members and their Representatives; (viii) the Commercial Committee, (ix) the Commercial Committee’s current members and their Representatives, (x) the Commercial Committee’s former members and their Representatives; (xi) the Debtor’s Professionals; (xii) the Committee’s Professionals; (xiii) the Commercial Committee Professionals; (xiv) the Unknown Tort Claimant Representative; (xv) the Unknown Tort Claimant Representative’s Professionals; (xvi) the Mediator; and (xvii) all the Related Parties of any of the Entities identified in subsections (i) through (xvi); *provided however*, that the current and former members of the Committee and the Commercial Committee, and the Representatives and Related Parties of such current and former members of the Committee and the Commercial Committee, only constitute “Exculpated Parties” for the time period during which such current and former members of the Committee and the Commercial Committee actually served on the Committee or the Commercial Committee, as applicable; and *provided further*, that the term “Exculpated Parties” expressly excludes: (a) a Natural Person having committed an act

or acts of Abuse resulting in a Claim against the Debtor, a Participating Party, or a Settling Insurer; (b) a successor or predecessor of the Debtor to the extent of such successor's or predecessor's independent liability for an act or acts of Abuse; (c) the Holy See; and (d) any Non-Settling Insurer.

2.70 "Extra-Contractual Claim" means any Claim against any Insurer relating to: (a) allegations that any Settling Insurer acted in bad faith or in breach of any express or implied duty, obligation or covenant, contractual, statutory or otherwise, including any Claim because of alleged bad faith; (b) failure to act in good faith; (c) failure to provide Insurance Coverage under any Insurance Policy; (d) violation or breach of any covenant or duty of good faith and fair dealing, whether express, implied or otherwise; (e) violation of any statute, regulation or code governing unlawful, unfair, or fraudulent competition, business, or trade practices, and/or untrue or misleading advertising, including any violation of any unfair claims practices act or similar statute, regulation, or code; (f) failure to investigate or provide a defense or an adequate defense; (g) any other act or omission of any Insurer of any type for which the claimant seeks relief other than coverage or benefits under a policy of insurance; (h) any Insurer's handling of any Claim or any request for Insurance Coverage, including any request for coverage for and/or defense of any Claim, including any Abuse Claim; (i) any Claim that, directly or indirectly relates to the Insurance Policies and any contractual duties arising therefrom, including any contractual duty to defend any party thereto against any Abuse Claims; and/or (j) the conduct of the parties regarding the negotiation of any Insurance Settlement Agreement.

2.71 "Final Order" means an order, judgment, or other decree (including any modification of amendment thereof) of the Bankruptcy Court, a U.S. District Court, or any other court having jurisdiction that remains in effect and has not been reversed, withdrawn, vacated, or stayed, and as to which the time to appeal or seek review, rehearing, or writ of certiorari has expired or, if such appeal or review has been taken, (i) it has been resolved and no longer remains pending or (ii) the Debtor, the Committee, the Trustee (after the Effective Date) and a Participating Party or Settling Insurer, as applicable, have mutually agreed in writing that the order from which such appeal or review is taken should be deemed to be a Final Order.

2.72 "Full Settlement Alternative" means the implementation and operation of the Plan if there is a full settlement among the Debtor, the Committee, the Commercial Committee, the Non-Debtor Affiliates, and the Insurers in SECTION III hereof.

2.73 "General Unsecured Claim" means any Unsecured Claim against the Debtor other than a Bond Claim, an Abuse Claim, a Personal Injury Claim, an Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim, or a Portfolio Claim.

2.74 "Hancock Whitney" means Hancock Whitney Bank f/k/a Whitney Bank.

2.75 "Holder" means an Entity holding a Claim against the Debtor.

2.76 "Impaired" means, with respect to a Class of Claims, a Class of Claims that is impaired within the meaning of section 1124 of the Bankruptcy Code.

2.77 "Individual" or "individual" means a Natural Person.

2.78 “Insurance Claims” means all Claims, Causes of Action, or rights against any Non-Settling Insurer under the laws of any jurisdiction and whether sounding in contract, tort, or otherwise, including equity and bad faith, held by:

(a) the Debtor related to an Abuse Claim or any Insurance Policy, including, without limitation, those for (i) indemnity and payment of any Abuse Claim; (ii) any Extra-Contractual Claims, (iii) failure or refusal to provide Insurance Coverage of an Abuse Claim under any Insurance Policy; (iv) tortious or wrongful Claims handling, including the failure or refusal to timely compromise and settle any Abuse Claims against the Debtor under any Insurance Policy; and (v) the interpretation or enforcement of the terms of any Insurance Policy; and/or

(b) the Participating Parties or Settling Insurers related to an Abuse Claim against the Participating Party or Settling Insurer or any Insurance Policy, whether independently or jointly liable with the Debtor on such Abuse Claim, including (i) indemnity and payment of any Abuse Claim; (ii) any Extra-Contractual Claims, (iii) failure or refusal to provide Insurance Coverage under any Insurance Policy for an Abuse Claim against the Debtor, a Participating Party, or a Settling Insurer; (iv) tortious or wrongful Claims handling, including the failure or refusal to timely compromise and settle any Abuse Claims against the Debtor, a Participating Party, or a Settling Insurer under any Insurance Policy; and (v) the interpretation or enforcement of the terms of any Insurance Policy.

The term “Insurance Claims” further includes any Claims against a Non-Settling Insurer for reimbursement of defense costs or related expenses under any Non-Settling Insurer’s Insurance Policy incurred by the Debtor, a Participating Party, or a Settling Insurer through or after the Effective Date.

2.79 “Insurance Coverage” means insurance available under any Insurance Policy, whether known or unknown to the Debtor or the Committee, to indemnify and/or defend all or any part of an Abuse Claim asserted against (a) the Debtor and/or (b) an Other Insured Entity.

2.80 “Insurance Policy” means any insurance policy, insurance settlement agreement, coverage-in-place agreements, or other agreements, documents, or instruments relating to the provision of insurance in effect at any time before the Effective Date naming the Debtor as an insured or otherwise affording the Debtor rights, benefits, indemnity, or insurance coverage upon which any claim has been or may be made with respect to any Abuse Claim. For the avoidance of doubt, the term “Insurance Policy” shall, include, without limitation, those insurance policies listed on **Exhibit C**.

2.81 “Insurance Recoveries” means the rights to any proceeds, including any interest or income earned thereon, and other relief, from (a) any award, judgment, relief, or other determination entered or made as to any Insurance Claims, including regarding any Causes of Action related to or arising in connection with any Insurance Claims; (b) any amounts payable by an Insurer under any settlement agreement with the Debtor, a Participating Party, or a Settling Insurer regarding Insurance Claims; and (c) any proceeds of any Insurance Policy paid or payable to the Debtor, a Participating Party, or a Settling Insurer regarding Insurance Claims. Insurance

Recoveries do not include any recoveries of a Settling Insurer under any agreement or contract providing reinsurance to the Settling Insurer.

2.82 “Insurance Settlement Agreements” means, collectively or separately any agreements between the Debtor and any Settling Insurer that resolve Insurance Claims.

2.83 “Insurer” means an Entity (including all its affiliates, successors, and assigns) that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in an Insurance Policy.

2.84 “Interest” means all liens, Claims, encumbrances, interests, and other rights of any nature, whether at law or in equity, including any rights of contribution, indemnity, defense, subrogation, or similar relief.

2.85 “Letters of Credit” means the following outstanding letters of credit, as the same may be amended or supplemented, issued by Hancock Whitney for the account of the Archdiocese, as applicant: (a) *Irrevocable Standby Letter of Credit No. SB73328L*, for the benefit of the Mississippi Workers’ Compensation Commission in the amount of \$100,000 and (b) *Irrevocable Standby Letter of Credit No. SB73449L*, for the benefit of the Louisiana Workforce Commission in the amount of \$400,000. The Letters of Credit are the subject of Hancock Whitney’s Proof of Claim No. 51-1.

2.86 “Letters of Credit Claims” means any Claim of Hancock Whitney arising under the Letters of Credit after the submission of any sight draft thereon.

2.87 “Litigation Only Alternative” means the operation and implementation of the Plan if there are no settlements among the Committee, the Non-Debtor Affiliates, and the Insurers, or the Committee otherwise elects not to accept the Partial Settlement Alternative in SECTION III.

2.88 “LPFA” means the Louisiana Public Facilities Authority.

2.89 “Mediator” means Hon. Gregg Zive and John W. Perry, Jr. in their roles under the Mediation Order or such other individual that may be appointed to mediate the Case.

2.90 “Mediation Order” means the *Order Granting Joint Motion to Appoint Additional Mediator- John W. Perry, Jr.* (ECF Doc. No. 2892) and the *Order Granting Joint Motion to Appoint Mediator* (ECF Doc. No. 1058) entered in the Case, as such orders have been extended by order of the Bankruptcy Court.

2.91 “Medicaid” means the joint federal and state program that, together with the Children’s Health Insurance Program, provides health-insurance coverage to low-income individuals.

2.92 “Medicare” means the federal health-insurance program that provides health-insurance coverage to individuals ages 65 or older, along with individuals younger than age 65 suffering from certain long-term disabilities.

2.93 “Medicare Beneficiary” means an Abuse Claimant who has received, applied for, or is eligible to receive Medicare or Medicaid benefits.

2.94 “MMSEA” means Section 111 of the *Medicare, Medicaid, and SCHIP Extension Act of 2007*, 42 U.S.C. § 1395v(b)(8).

2.95 “Natural Person” means a human being, whether living or dead, and not an artificial person.

2.96 “Non-Debtor Affiliates” means the Other Insured Entities, including without limitation those Entities listed on **Exhibit D** that are insured or covered or allegedly insured or covered under an Insurance Policy. “Non-Debtor Affiliates” does not include (i) a Natural Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party, or a Settling Insurer and/or (ii) the Holy See.

2.97 “Non-Insurance Trust Assets” means all funds and assets received by the Trust from the Archdiocese and any Participating Parties **other than** any Archdiocese Bequest, any Insurance Recoveries, any proceeds of any Agreed Settlement with any Settling Insurer, and the Assigned Insurance Rights.

2.98 “Non-Settling Insurer” means any Insurer that is not a Settling Insurer.

2.99 “Non-Settling Insurance Policy” means an Insurance Policy that a Non-Settling Insurer has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in connection with.

2.100 “Opt-In Documents” means such executed agreements, releases, forms, and other documents approved by the Bankruptcy Court pursuant to a Final Order in this Case and under which an Abuse Claimant agrees to, and expressly opts-in to, the Channeling Injunctions and all other waivers, releases, and settlements applicable to Abuse Claims set forth in the Plan.

2.101 “Other Insured Entity” means any Entity that is insured under an Insurance Policy, other than the Archdiocese.

2.102 “Other Priority Claims” are all Priority Claims except Priority Tax Claims, Professional Claims, and U.S. Trustee Fees.

2.103 “Partial Settlement Alternative” means the operation or implementation of the Plan if the Committee elects to accept less than all the settlements with the Non-Debtor Affiliates and any Insurers as set forth in SECTION III.

2.104 “Participating Party” means any Non-Debtor Affiliate or other Entity funding an Agreed Settlement in exchange for (a) the release of any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim by the Debtor against such Entity, (b) the benefit of the Channeling Injunction, and/or (c) any other benefits conferred on Participating Parties under the Plan. For clarity, the Entities listed on **Exhibit E** are the Participating Parties as of the date of this Plan. For the purposes of defining a Participating Party, the Entities on **Exhibit E** shall include their respective predecessors, successors, assigns, employees, officers, agents, attorneys,

Representatives, and directors. Notwithstanding the foregoing, a Settling Insurer is not a Participating Party. Furthermore, in no event shall (i) a Natural Person having personally committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party, or a Settling Insurer or (ii) the Holy See become a Participating Party.

2.105 “Penalty Claim” means a Claim for a fine, penalty, forfeiture, multiple damages, punitive damages, or exemplary damages, including any Claim not meant to compensate the Claimant for actual pecuniary loss.

2.106 “Pension Plan” means pension and benefits issued pursuant to the Archdiocese of New Orleans Policy on the Retirement of Diocesan Priests.

2.107 “Person” means a Natural Person, a corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, and any other individual or entity within the definition of a “person” under section 101(41) of the Bankruptcy Code.

2.108 “Personal Injury Claim” means the Claims listed on **Exhibit F**. To avoid doubt, no Abuse Claim is a Personal Injury Claim.

2.109 “Petition Date” means May 1, 2020, the date the Debtor filed its petition commencing the Case.

2.110 “Plan” means this Plan of Reorganization (and all exhibits annexed thereto), the Plan Documents, and any modifications and/or amendments thereto.

2.111 “Plan Documents” means all agreements, documents, and exhibits, as the same may be amended, modified, supplemented, or restated occasionally, that are necessary or appropriate to implement the Plan, the Trust, and the Unknown Tort Claims Trust, including without limitation the Trust Documents and the Unknown Tort Claims Trust Documents.

2.112 “Portfolio A” means Hancock Whitney Account No. --3228, which consists of Cash and other assets invested by Hancock Whitney in connection with certain agreement(s) among Hancock Whitney, the Archdiocese, and/or other Entities.

2.113 “Portfolio A Claim” means any Claim of an Entity against the Debtor and/or the Estate arising out of, based on, or related in any way to Portfolio A, including without limitation, a Claim against the Debtor arising from a Final Order, award, judgment, relief, liquidation, settlement, agreement, stipulation, or other determination entered or reached with respect to, or made on account of, Portfolio A in which Portfolio A (or any portion thereof) constitutes, is deemed to constitute, is characterized as, or is determined to be or constitute property of the Debtor, the Estate, and/or the Reorganized Debtor.

2.114 “Portfolio Adversary Proceeding” has the meaning set forth in Section 13.3.



2.115 “Portfolio B” means Hancock Whitney Account No. –3049, which consists of Cash and other assets maintained at Hancock Whitney in connection with certain agreement(s) among Hancock Whitney, the Archdiocese, and/or other Entities.

2.116 “Portfolio B Claim” means any Claim of an Entity against the Debtor and/or the Estate arising out of, based on, or related in any way to Portfolio B, including without limitation, a Claim against the Debtor arising from a Final Order, award, judgment, relief, liquidation, settlement, agreement, stipulation, or other determination entered or reached with respect to, or made on account of, Portfolio B in which Portfolio B (or any portion thereof) constitutes, is deemed to constitute, is characterized as, or is determined to be or constitute property of the Debtor, the Estate, and/or the Reorganized Debtor.

2.117 “Portfolios” means Portfolio A and Portfolio B.

2.118 “Portfolio Claims” means the Portfolio A Claims and the Portfolio B Claims.

2.119 “Post-Confirmation Notice Parties” means the Reorganized Debtor, the Trust, the Unknown Tort Claims Trust, the United States Trustee, and any Entity that files a request to be a Post-Confirmation Notice Party.

2.120 “Priority Claim” means any Claim which, if Allowed, would be entitled to priority under section 507 of the Bankruptcy Code.

2.121 “Priority Claimant” means the Holder of a Priority Claim.

2.122 “Priority Tax Claim” means a Claim of the kind specified in section 507(a)(8) of the Bankruptcy Code.

2.123 “Professional” means any Person or other Entity that is a Debtor’s Professional, Committee’s Professional, Commercial Committee’s Professional, the Unknown Tort Claims Representative, an Unknown Tort Claims Representative’s Professional, or Mediator.

2.124 “Professional Claims Bar Date” has the meaning set forth in Section 4.2.1.

2.125 “Professional Fee Claim” means a Claim under Bankruptcy Code sections 326, 327, 328, 330, 331, 503(b), 1103, or 1104 for compensation for services rendered or expenses incurred by any of the Professionals before the Effective Date.

2.126 “Property Sale Escrow” refers to the escrow account or accounts maintained by or on behalf of the Debtor and containing the sale proceeds from any Section 363 Sale by the Debtor during the Case or the proceeds of other sales of real or personal property which constitute property of the Debtor and/or the Estate.

2.127 “Pro Rata” means proportionate, and when applied to a Claim means the ratio of the amount distributable because of an Allowed Claim in a Class to the amount distributable because of all Allowed Claims in such class.

2.128 “Proponent” means the Committee.

2.129 “Punitive Damages” means the part of a Claim for punitive or exemplary damages.

2.130 “Reduction Amount” has the meaning set forth in Section 11.5.2.

2.131 “Related Insurance Claim” means (i) any Claim against any Settling Insurer for defense, indemnity, reimbursement, contribution, subrogation, or similar relief that, directly or indirectly, relates to an Abuse Claim; (ii) any Extra-Contractual Claim that, directly or indirectly, relates to any Abuse Claim, including any Claim that, directly or indirectly, relates to the Settling Insurers’ handling of any Abuse Claim; (iii) any Direct Action Claim; and (iv) any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim.

2.132 “Related Parties” means, regarding any Entity, such Entity’s present or former members, parents, indirect parents, principals, shareholders, managers, claims managers, officers, directors, employees, representatives, attorneys, or agents acting in such capacity and the predecessors, successors, assignors and assigns of each of the foregoing.

2.133 “Released Parties” means (a) the Participating Parties and their Related Parties and (b) a Settling Insurer and such Settling Insurer’s Related Parties to the extent that the liability of such Related Party arises under Insurance Policies issued by the Settling Insurer. The term “Released Parties” does not include (i) a Natural Person that has personally committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party, or a Settling Insurer and (ii) the Holy See.

2.134 “Reorganized Debtor” means the Debtor on and after the Effective Date. Unless otherwise expressly stated or the context otherwise requires, references to “the Debtor” and “the Reorganized Debtor” throughout the Plan are an effort to anticipate whether an event may occur before or after the Effective Date. In this regard, and generally for the Plan, any written agreement made by the Archdiocese as part of the Plan before the Effective Date (unless provided otherwise) will survive the Confirmation Date and the Effective Date and will bind the Reorganized Debtor and every other party to such (including, but not limited to, the Plan as confirmed).

2.135 “Representatives” means the current and former officers, directors, agents, attorneys, employees, financial advisors, and legal representatives of an Entity, but excluding (i) a Natural Person that has personally committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party, or a Settling Insurer, (ii) a successor or predecessor of the Debtor for such successor’s or predecessor’s independent liability for an act or acts of Abuse, and (iii) the Holy See.

2.136 “RRE” means the reporting provisions under the MMSEA.

2.137 “Revested Assets” means all assets and/or property, real or personal, owned by the Debtor that are not transferred to the Trust or the Unknown Tort Claims Trust under the Plan.

2.138 “S/A/P Claims” means, collectively, Secured Claims, Administrative Claims, Priority Claims, and Priority Tax Claims.

2.139 “S/A/P Claims Reserve” means the reserve to be established by the Reorganized Debtor for S/A/P Claims.

2.140 “Schedules” means the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs filed in the Case pursuant to section 521 of the Bankruptcy Code, the Official Bankruptcy Forms and the Bankruptcy Rules, including any supplements or amendments thereto through the Confirmation Date.

2.141 “Section 363 Sale” means a sale of property under section 363 of the Bankruptcy Code.

2.142 “Secured Claims” means a Claim (i) secured by a lien on collateral to the extent of the value of such collateral as (a) set forth in the Plan, (b) agreed to by the Holder of such Claim and the Debtor, or (c) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (ii) secured by the amount of any right of setoff of the Holder thereof in accordance with section 553 of the Bankruptcy Code.

2.143 “Seminary” means the Notre Dame Seminary.

2.144 “Settled” means, regarding a Claim, a Claim resolved by agreement, and if required, approved by Final Order of the Bankruptcy Court or a U.S. District Court.

2.145 “Settlement Fund” means a fund established to pay Abuse Claims and costs and expenses of the Trust. The assets of the Settlement Fund will include: (i) Cash; (ii) personal property; (iii) real property; (iv) proceeds of property sales; (v) Avoidance Rights; (vi) certain Causes of Action; and (vii) the Assigned Insurance Rights.

2.146 “Settlement Offer” means either the Settlement Offer: Non-Debtor Affiliates or the Settlement Offer: Insurers, as the case may be.

2.147 “Settlement Offers” means both the Settlement Offer: Non-Debtor Affiliates and the Settlement Offer: Insurers together.

2.148 “Settlement Offer: Non-Debtor Affiliates” means the settlement offer made to the Non-Debtor Affiliates set forth in Section 3.1.1 and represents an offer to compromise with such Entities and, as applicable, their Related Parties.

2.149 “Settlement Offer: Insurers” means the settlement offer made to the Insurers set forth in Section 3.1.2 and represents an offer to compromise with such Insurers and, as applicable, their Related Parties.

2.150 “Settling Insurer” means: (a) each of those Insurers listed on Exhibit G to the Plan, as the same may be amended from time to time to include Insurers who enter into, and fund, an Agreed Settlement, in accordance with, and as permitted under, this Plan and (b) such Insurer’s predecessors, successors and assigns, but only to the extent that: (i) such predecessors’ liability was assumed by such Insurer, and (ii) such successors’ or assigns’ liability is derivative of the liability of such Insurer and not independent of the liability of such Insurer. For purposes of defining the releases, injunctions, exculpation provisions, and other provisions and protections provided to Settling Insurers herein, the terms “Settling Insurer,” “Released Parties,” and “Exculpated Parties” also include all Related Parties, if their liability arises out of, or is related to,

any Settling Insurance Policy. Under the Full Settlement Alternative, all Insurers will be Settling Insurers.

2.151 “Settling Insurance Policies” means an Insurance Policy that a Settling Insurer has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in connection with. The definition of Settling Insurance Policies includes any “policies” as defined in any Agreed Settlement between a Settling Insurer and the Debtor (or the Trust for any settlement agreements entered into after the Effective Date).

2.152 “Total Settlement Demand Amount” means the aggregate amount of the Settlement Offers.

2.153 “Trust” means the trust to be established under the Plan and the Trust Agreement. For the avoidance of doubt, “Trust” does not include the Unknown Tort Claims Trust.

2.154 “Trust Agreement” means the agreement attached as **Exhibit A** to the Plan.

2.155 “Trust Allocation Protocol” means the protocol for the allocation, treatment, and distribution of Trust Assets substantially in the form attached as **Exhibit A-1** to the Plan.

2.156 “Trust Assets” means all property funded to the Trust under the Plan.

2.157 “Trust Documents” means the Trust Agreement, the Trust Allocation Protocol, and other documents defined as “Trust Documents” in the Trust Agreement and shall include any documents reasonably necessary or desirable to implement the Plan that relate to the creation, administration, operation and funding of the Trust.

2.158 “Trustee” means **[[[TBD]]]**, the trustee of the Trust, and any successor trustee appointed under the Trust Agreement.

2.159 “U.S. District Court” means a United States District Court.

2.160 “Unclaimed Property” means any Cash or other property constituting a Distribution to a Claimant that remains unclaimed by such Claimant following such Distribution, as more fully set forth in Section 12.12.

2.161 “Unimpaired” means, with respect to a Class of Claims, a Class of Claims that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

2.162 “United States Trustee” means the Office of the United States Trustee for the Eastern District of Louisiana.

2.163 “Unknown Tort Claim” means an Abuse Claim arising before the Petition Date for which the Abuse Claimant has not filed a proof of claim in the Case prior to the Effective Date and, with respect to such Abuse Claimant, that Abuse Claimant (i) had not attained eighteen (18) years of age as of the Petition Date and/or (ii) was not aware of such Abuse Claim as a result of insanity, mental disability, dissociative amnesia, or other, similar cause, as contemplated under, and within the meaning of, applicable law.

2.164 “Unknown Tort Claimant” means the Holder of an Unknown Tort Claim, the estate of a deceased Holder of an Unknown Tort Claim, or the personal executor or personal representative of the estate of a deceased Holder of an Unknown Tort Claim.

2.165 “Unknown Tort Claims Representative’s Professionals” means all professionals that the Unknown Tort Claims Representative has retained or may retain to provide professional services to the Unknown Tort Claims Representative.

2.166 “Unknown Tort Claims Representative” means Michael R. Hogan, appointed pursuant to *Order (I) Appointing a Legal Representative to Represent the Interests of Unknown Tort Claimants, and (II) Approving the Retention of Michael R. Hogan as the Unknown Tort Claims Representative, Nunc Pro Tunc to July 26, 2021* (Docket No. 1012)

2.167 “Unknown Tort Claims Trust” means the trust to be established under the Plan and the Unknown Tort Claims Trust Agreement. For the avoidance of doubt, “Unknown Tort Claims Trust” does not mean or include the Trust.

2.168 “Unknown Tort Claims Trust Agreement” means the agreement attached as **Exhibit B** to the Plan.

2.169 “Unknown Tort Claims Trust Allocation Protocol” means the protocol for the allocation, treatment, and distribution of Unknown Tort Claims Trust Assets substantially in the form attached as **Exhibit B-1** to the Plan.

2.170 “Unknown Tort Claims Trust Assets” means all property funded to the Unknown Tort Claims Trust under the Plan.

2.171 “Unknown Tort Claims Trust Documents” means the Unknown Tort Claims Trust Agreement, the Unknown Tort Claims Trust Allocation Protocol, and other documents defined as “Unknown Tort Claims Trust Documents” in the Unknown Tort Claims Trust Agreement and shall include any documents reasonably necessary or desirable to implement the Plan that relate to the creation, administration, operation and funding of the Unknown Tort Claims Trust, as any of the same may be amended, modified, or supplemented.

2.172 “Unknown Tort Claims Trustee” means **[[Michael R. Hogan]]**, the trustee of the Unknown Tort Claims Trust, and any successor trustee appointed under the Unknown Tort Claims Trust Agreement. For the avoidance of doubt, “Unknown Tort Claims Trustee” does not mean or include the Trustee.

2.173 “Unresolved” means, regarding a Claim, a Claim that has neither been Allowed or Disallowed nor liquidated.

2.174 “Unsecured” means, regarding a Claim, a Claim that is not a Secured Claim.

### SECTION III PLAN OBJECTIVES AND MEANS OF FUNDING

#### 3.1 **Committee's Settlement Offer to Non-Debtor Affiliates and Insurers to Resolve Abuse Claims.**

3.1.1 **Settlement Offer: Non-Debtor Affiliates.** To resolve and settle Abuse Claims as provided in this Plan and the Plan Documents, the Non-Debtor Affiliates shall agree, without modification, amendment, reservation, or otherwise, as follows:

(a) to pay, transfer, or deliver, by wire transfer to the Trust the sum of **\$133,000,000** by no later than the Contribution Date; and

(b) to complete, by no later than sixty (60) calendar days after the Effective Date, all actions necessary to list on the market for sale the real property titled to one or more of the Non-Debtor Affiliates set forth on **Exhibit N**. At all times, the Non-Debtor Affiliates shall consult with the Trustee in connection with the marketing and sale of such properties, including, among other things, regarding the timing of when to list any such property for sale, the identity of the broker or brokers employed to sell such property, and whether to accept or reject any offers received for any such property. No properties may be listed, marketed, or sold without the express, written consent of the Trustee (which consent may be withheld at the Trustee's sole discretion). The Non-Debtor Affiliates may, but are not required to, obtain Bankruptcy Court approval of any such sale (to the extent that the Trustee has consented to such sale as set forth in the immediately preceding sentence). The proceeds from all property sales that close after the Effective Date shall be transferred to the Trust after payment of reasonable and customary marketing costs, real-estate broker fees, and a service fee to the Non-Debtor Affiliate owning the subject property to be sold to compensate such Non-Debtor Affiliate for its efforts to market and sell such property. The Non-Debtor Affiliate's service fee shall equal ten percent (10%) of the net sales price for the specific parcel of real property to be sold after payment of all other, reasonable marketing costs and real-estate broker fees. If the Trustee and such Non-Debtor Affiliate cannot agree regarding the terms and conditions of the proposed sale of any particular parcel of property set forth on **Exhibit N**, including without limitation, regarding the sales price, applicable fees, and marketing strategy, then the Trustee may require, by five (5) Business Days' advance written notice to such Non-Debtor Affiliate, that such Non-Debtor Affiliate transfer all right, title, and interest in and to such property to the Trust, free and clear of any right, title, claim, or interest of such Non-Debtor Affiliate. If any Non-Debtor Affiliate sells any property set forth on **Exhibit N** prior to the Effective Date, then the net proceeds from such property sale shall be deposited in a segregated account and transferred to the Trust on or before the Effective Date.

3.1.2 **Settlement Offer: Insurers.** To resolve and settle Abuse Claims and Insurance Claims as provided in this Plan and the Plan Documents, an Insurer shall agree, without modification, amendment, reservation, or otherwise, to pay transfer, or deliver, by wire transfer to the Trust by the Contribution Date the following amounts:

<b>Insurer</b>	<b>Settlement Offer: Insurers— Listed by Insurer</b>
Sparta Insurance Company	\$363,000,000
Fidelity & Guaranty Insurance Underwriters, Inc. and United States Fidelity & Guaranty Company	\$400,000,000
Catholic Mutual Relief Society	\$3,000,000
United States Fire Insurance Company and International Insurance Company	\$10,000,000
Twin City Fire Insurance Company and First State Insurance Company	\$1,000,000

### 3.2 **Deadlines To Accept and Fund Settlement Offer.**

3.2.1 **Initial Deadline to Accept and Fund Settlement Offers.** The Contribution Date is the initial deadline for an Entity to either accept or reject its Settlement Offer or such other settlement with such Entity to which the Committee has agreed prior to the Contribution Date, in the Committee's sole and absolute discretion (collectively, an "**Agreed Settlement**"). Such Entity shall fund, and otherwise comply with, its Agreed Settlement by no later than the Contribution Date. Upon fully funding and otherwise complying with its Agreed Settlement, such Entity shall become either a Participating Party or a Settling Insurer, as the case may be, under the Plan.

3.2.2 **Extended Deadline for Other Insured Entities.** Notwithstanding the foregoing Section 3.2.1, an Other Insured Entity may, upon the sole consent of the Committee (or, if after the Effective Date, the Trustee) in the Committee's (or the Trustee's) sole discretion, become a Participating Party at any time after the Contribution Date (including, without limitation, after the Effective Date) if the Bankruptcy Court approves the agreement between such Other Insured Entity and the Committee (or, if after the Effective Date, the Trustee) for such Other Insured Entity to become a Participating Party pursuant to the Bankruptcy Court's retained jurisdiction and the Other Insured Entity funds and otherwise complies with its Agreed Settlement as provided in such agreement. The Debtor and Reorganized Debtor shall be deemed to consent to any such agreement between such Other Insured Entity and the Committee (or, if after the Effective Date, the Trustee). Upon the Bankruptcy Court's entering a Final Order approving such agreement and the Other Insured Entity's funding of, and compliance with, the Agreed Settlement, the Committee (or the Trustee) will amend **Exhibit E** to include such Other Insured Entity, and such Other Insured Entity shall be deemed a Participating Party for all purposes under the Plan.

3.2.3 **Extended Deadline for Insurers.** Notwithstanding the foregoing Section 3.2.1, an Insurer may, upon the sole consent of the Committee (or, after the Effective Date, the Trustee), in the Committee's (or the Trustee's) sole discretion, become a Settling Insurer at any time up to one (1) year after the Effective Date if the Bankruptcy Court approves the agreement between the Insurer and the Committee (or, after the Effective Date, the Trustee) for such Insurer to become a Settling Insurer pursuant to the Bankruptcy Court's retained jurisdiction and the Insurer funds and otherwise complies with its Agreed Settlement as provided in such agreement. The Debtor and Reorganized Debtor shall be deemed to consent to any such agreement between

such Insurer and the Committee (or, after the Effective Date, the Trustee). Upon the Bankruptcy Court's entering a Final Order approving such agreement and the Insurer's funding of, and compliance with, the Agreed Settlement, the Committee (or the Trustee) will amend **Exhibit G** to include such Insurer, and such Insurer shall be deemed a Settling Insurer for all purposes under the Plan.

### **3.3 Full Settlement Alternative**

The Full Settlement Alternative occurs if all Other Insured Entities and all Insurers agree to, and otherwise comply with all the terms of, an Agreed Settlement by the Contribution Date. Under the Full Settlement Alternative, all Other Insured Entities become Participating Parties and all Insurers become Settling Insurers. The Trust Assets will consist of the Settlement Fund, including contributions from the Archdiocese, the Participating Parties, and the Settling Insurers. The Trust Assets will fund Distributions to Abuse Claimants under the Trust Allocation Protocol.

### **3.4 Partial Settlement Alternative**

Only in the Committee's (or, after the Effective Date, the Trustee's) sole and absolute discretion, the Partial Settlement Alternative occurs if, by the Contribution Date, (a) all the Other Insured Entities together agree to, and otherwise comply with all the terms of, an Agreed Settlement and (b) less than all the Insurers agree to, and otherwise comply with all the terms of, an Agreed Settlement. Under the Partial Settlement Alternative, all Other Insured Entities become Participating Parties. Only those Insurers that agree to an Agreed Settlement (as the Committee or, after the Effective Date, the Trustee, may agree in its sole discretion) become Settling Insurers. The Debtor shall consent and agree to any Agreed Settlement to which an Insurer and the Committee (or, after the Effective Date, the Trustee) in its sole discretion separately agree and, therefore, to such agreeing Insurer(s) becoming Settling Insurer(s). The Trust Assets will consist of the Settlement Fund, including contributions from the Archdiocese, the Participating Parties, and the Settling Insurers, if any. Trust Assets will fund Distributions to Abuse Claimants under the Trust Allocation Protocol. Under the Partial Settlement Alternative, Abuse Claimants whose Claims occurred during the coverage period of any Non-Settling Insurance Policy may pursue their Abuse Claims in a court of competent jurisdiction against the Debtor, the Reorganized Debtor, and any other Co-Defendant; *provided, however*, that any such Abuse Claims are subject to the terms of this Plan and the Trust Allocation Protocol and that Abuse Claims against the Debtor or the Reorganized Debtor that are discharged may recover only from the proceeds of a Non-Settling Insurance Policy issued by a Non-Settling Insurer, from the Agreed Settlements paid by the Participating Parties, and from the amount paid by the Archdiocese, as provided in the Trust Allocation Protocol. Any non-discharged Claims (such as, without limitation, any Claims against the Archdiocese resulting from a breach of the Archdiocese's or a Participating Party's obligations and duties under a Non-Settling Insurance Policy) may recover from any Revested Assets, as more fully set forth in SECTION XV.

### **3.5 Releases, Waivers, and Injunctions Under the Full Settlement Alternative and Partial Settlement Alternative**

Under either the Full Settlement Alternative or the Partial Settlement Alternative, the Archdiocese, each Participating Party, and each Settling Insurer will receive the benefit of the



Channeling Injunctions, waivers, releases, and settlements provided by this Plan. As explained more fully below and as provided under the Trust Allocation Protocol, no Abuse Claimant shall receive any Distribution of Trust Assets from the Trust unless such Abuse Claimant (i) timely votes its Abuse Claim to accept the Plan by no later than the date set for voting to accept or reject the Plan and (ii) timely opts-in to the Channeling Injunctions and the waivers, releases, and settlements contemplated in this Plan by returning the fully executed Opt-In Documents to the Claims Agent by no later than the date set for voting to accept or reject the Plan. Nothing in this Plan is intended to replace and does not affect, diminish, or impair the liabilities of any Entity that is not the Debtor, a Participating Party, or a Settling Insurer under applicable non-bankruptcy law, including the law governing joint and several liabilities.

### **3.6 Litigation Only Alternative**

The Litigation Only Alternative occurs if all the Other Insured Entities do not agree to, and do not otherwise comply with all the terms of, an Agreed Settlement by the Contribution Date. The Other Insured Entities and the Non-Settling Insurers will not be released from any of their obligations and/or liabilities and shall not benefit from any injunctions, releases, or waivers, including, without limitation, the Channeling Injunctions. The Trust Assets will consist of the Settlement Fund, including contributions from the Archdiocese. The Trust Assets will fund Distributions to Abuse Claimants under the Trust Allocation Protocol. Under the Litigation Only Alternative, Abuse Claimants may elect to pursue their Abuse Claims in any court of competent jurisdiction against the Debtor, the Reorganized Debtor, and any other Co-Defendant; *provided, however*, that any Abuse Claims against the Debtor are subject to the terms of this Plan and the Trust Allocation Protocol and that Abuse Claims against the Debtor that are discharged may recover only from the proceeds of an Insurance Policy and from the Trust Assets. Any non-discharged Claims (including without limitation any Claims against the Archdiocese resulting from a breach of the Archdiocese's or a Participating Parties' obligations and duties under a Non-Settling Insurance Policy) may recover from any Revested Assets, as more fully set forth in SECTION XV.

### **3.7 Conversion of Settlement Alternatives After the Contribution Date.**

After the Contribution Date, the Litigation Only Alternative may be converted to the Partial Settlement Alternative if all the requirements set forth in Section 3.4 for the Partial Settlement Alternative to become effective (including, without limitation that all Other Insured Entities agree to, and otherwise comply with all the terms of, an Agreed Settlement, and the Committee or the Trustee, as applicable, in its or his sole discretion agrees) are satisfied before the expiration of the extended deadlines in Sections 3.2.2 and 3.2.3. The decision to convert the Litigation Only Alternative to the Partial Settlement Alternative shall be in the sole and absolute discretion of the Committee (or, if after the Effective Date, the Trustee). Furthermore, after the Contribution Date, the Litigation Only Alternative or the Partial Settlement Alternative, as the case may be, may be converted to the Full Settlement Alternative if all the requirements set forth in Section 3.3 for the Full Settlement Alternative to become effective (including, without limitation that all Other Insured Entities and the Insurers agree to, and otherwise comply with all the terms of, the Agreed Settlements, and the Committee or the Trustee, as applicable, in its or his sole discretion agrees) are satisfied before the expiration of the extended deadlines in Sections 3.2.2 and 3.2.3. The decision to convert the Litigation Only Alternative or the Partial Settlement Alternative to the Full

Settlement Alternative shall be in the sole and absolute discretion of the Committee (or, if after the Effective Date, the Trustee).

#### **SECTION IV TREATMENT OF UNCLASSIFIED CLAIMS.**

##### **4.1 Administrative Claims.**

Each Holder of an Allowed Administrative Claim against the Debtor shall receive, in full satisfaction, settlement, release, and extinguishment of such Claim, Cash equal to the Allowed amount of such Administrative Claim, either (a) on or as soon as possible following the Effective Date or, if later, the Allowance Date; or (b) upon such terms as are agreed to in writing by the Administrative Claimant; *provided, however*, that any Administrative Claim incurred post-petition by the Debtor in the ordinary course of its operations or arising under one or more post-petition agreements or transactions entered into by the Debtor with Bankruptcy Court approval, shall be paid or performed under the terms of the particular transaction(s) and any agreement(s) relating thereto, or as otherwise agreed by the Archdiocese or the Reorganized Debtor, on the one hand, and the holder of such Administrative Claim, on the other.

##### **4.2 Professional Claims.**

**4.2.1 Bar Dates for Professional Claims.** All Professionals or other Entities requesting compensation or reimbursement of expenses under any of sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered on or before the Effective Date (including, among other things, any compensation requested by any Professional or any other Entity for making a substantial contribution in the Case) shall file and serve on the Post-Confirmation Notice Parties an application for final allowance of compensation and reimbursement of expenses accruing from the Petition Date to the Effective Date, no later than (a) forty-five (45) days after a notice of the Effective Date is filed with the Bankruptcy Court, or (b) such later date as the Bankruptcy Court shall order upon application made before the end of such 45-day period (the “**Professional Claims Bar Date**”).

**4.2.2 Objections to Professional Claims.** Objections to Professional Claims or Claims of other Entities for compensation or reimbursement of expenses must be filed and served on the Post-Confirmation Notice Parties and the Professionals or other Entities to whose application the objections are addressed on or before: (a) seven (7) days before the first date set for hearing in the Case on such application or (b) such later date as (i) the Bankruptcy Court shall order upon application before the end of the period described in the preceding subsection (a) or (ii) as may be agreed between the Debtor (if before the Effective Date) or the Reorganized Debtor (on and after the Effective Date), as applicable, and the affected Professional or other Entity.

**4.2.3** Notwithstanding anything in Section 4.2, the allowance of a Professional Claim shall not affect, impair, diminish or be an adjudication of any Claim excepted from the exculpation in Section 15.6.

#### **4.3 United States Trustee Fees.**

All fees due and payable under 28 U.S.C. § 1930 and not paid before the Effective Date shall be paid in Cash as soon as practicable after the Effective Date. After the Effective Date, the Reorganized Debtor shall pay quarterly fees to the United States Trustee, in Cash, until the Case is closed, and a Final Decree is entered. In addition, the Reorganized Debtor shall file post-Confirmation Date reports in conformance with the United States Trustee guidelines. The United States Trustee shall not be required to file a request for payment of its quarterly fees, which will be deemed Administrative Claims against the Archdiocese. Neither the Trust nor the Unknown Tort Claims Trust will have any liability for United States Trustee fees. For the avoidance of doubt, the following will not constitute a disbursement for purposes of 28 U.S.C. § 1930(a)(6): (a) any Distribution from the Trust or the Unknown Tort Claims Trust or (b) any payment by the Trust or the Unknown Tort Claims Trust of compensation or expenses in accordance with the Trust Documents or the Unknown Tort Claims Trust Documents.

#### **4.4 Priority Tax Claims.**

As for each Allowed Priority Tax Claim not paid before the Effective Date, the Reorganized Debtor shall (i) pay such Claim in Cash as soon as practicable after the Effective Date, or (ii) provide such other treatment agreed to by the Holder of such Allowed Priority Tax Claim and the Archdiocese, in writing.

**4.5 DIP Credit Card Claim and Letters of Credit Claims.** Unless otherwise agreed in writing by and between Hancock Whitney, on the one hand, and the Debtor or the Reorganized Debtor, on the other hand, the Reorganized Debtor will pay the DIP Credit Card Claim and the Letters of Credit Claims in accordance with the terms and conditions of the documents governing such Claims and any Final Orders of the Bankruptcy Court concerning such Claims.

#### **4.6 Deemed Consent to Treatment.**

Holders of Administrative Claims, Priority Tax Claims, the DIP Credit Card Claim, and Letters of Credit Claims who do not object to confirmation of the Plan shall be deemed to have consented to treatment, as set forth in the Plan, that differs from that set forth in 11 U.S.C. § 1129(a)(9).

### **SECTION V CLASSIFICATION OF CLAIMS.**

#### **5.1 Classification in General.**

All Claims except Administrative Claims, the DIP Credit Card Claim, the Letters of Credit Claims, and Priority Tax Claims are placed in Classes for all purposes, including voting, confirmation of the Plan and Distribution under the Plan. A Claim is classified in a particular Class only to the extent the Claim qualifies within the description of that Class and is classified in a different Class to the extent the Claim qualifies within the description of that different Class. If a Claim is acquired or transferred, the Claim will be placed in the Class where it would have been placed if it were owned by the original Holder of such Claim. If a Claimant has more than one Claim in the same Class, such Claims will be aggregated and treated as a single Claim. If a

Claimant has Claims in different Classes, such Claims will be aggregated only within the same Class and not between Classes.

### 5.2 Summary of Classification of Claims.

The classification of Claims against the Debtor under the Plan is as follows:

CLASS	DESCRIPTION	IMPAIRMENT	VOTING
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Bond Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
4	Abuse Claims (except for Unknown Tort Claims)	Impaired	Entitled to Vote
5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
6	Personal Injury Claims	Impaired	Entitled to Vote
7	Unknown Tort Claims	Impaired	Entitled to Vote
8	Abuse Related Contingent Contribution/Reimbursement/ Indemnity Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
9	Portfolio Claims	Impaired	Entitled to Vote

### 5.3 Claim Treatment in General.

Except with respect to Abuse Claims, Personal Injury Claims, and Unknown Tort Claims, the treatment in this Plan is in full, final, and complete satisfaction, settlement, release, and discharge of all legal, contractual, and equitable rights and Claims that each Holder of a Claim may have against the Debtor or its property. This treatment supersedes and replaces any agreements, rights, and/or Claims those Holders have in or against the Debtor or its property. All Distributions under the Plan will be tendered to the Holder of such Claim, as provided under the Plan and Plan Documents. EXCEPT AS SET FORTH IN THIS PLAN AND THE PLAN DOCUMENTS, NO DISTRIBUTIONS WILL BE MADE FROM, AND NO RIGHTS WILL BE RETAINED AGAINST, THE DEBTOR OR ITS PROPERTY ON ACCOUNT OF ANY CLAIM THAT IS NOT AN ALLOWED CLAIM.

### 5.4 Elimination of Vacant Classes

Any Class of Claims that, as of the commencement of the Confirmation Hearing, does not have at least one Claim that is Allowed in an amount greater than zero (\$0.00) for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or

reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

**5.5 Voting Classes and Presumed Acceptance by Non-Voting Classes.**

If a Class contained Claims eligible to vote and no Holder of such Claims votes to accept or reject this Plan, this Plan shall be presumed accepted by the Holders of such Claims in such Class.

**5.6 Cramdown.**

If any Class entitled to vote on this Plan does not vote to accept this Plan, the Proponent may (a) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims, or any Class of Claims, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

**SECTION VI  
TREATMENT OF UNIMPAIRED CLASSES OF CLAIMS.**

**6.1 Class 1: Other Priority Claims.**

**6.1.1 Classification.** Class 1 consists of all Other Priority Claims.

**6.1.2 Impairment and Voting.** Class 1 is Unimpaired under the Plan. Holders of Other Priority Claims are deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

**6.1.3 Treatment.** The Holders of Allowed Other Priority Claims will receive either (a) payment from the Reorganized Debtor of the full amount of their Allowed Claims in Cash, without interest on or as soon as practicable following the Effective Date or, if later, the Allowance Date; or (b) payment of their Allowed Claims upon such terms as may be agreed in writing by the Claimant and the Reorganized Debtor.

**6.2 Class 2: Secured Claims**

**6.2.1 Classification.** Class 2 consists of all Secured Claims. For purposes of distributions under the Plan, each Holder of a Secured Claim in Class 2 is considered to be in its own separate subclass within Class 2 (i.e., Class 2-1, Class 2-2, etc.), and each such subclass is deemed to be a separate Class under the Plan.

**6.2.2 Impairment and Voting.** Class 2 is Unimpaired under the Plan. Holders of Secured Claims are deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

**6.2.3 Treatment.** On or as soon as practicable following the Effective Date, the Reorganized Debtor in its discretion may select one of these alternative treatments for each

Allowed Secured Claim in Class 2, which treatment shall be in full and final satisfaction, settlement, and release of, and in exchange for, such Allowed Secured Claim:

(a) Abandonment or Surrender. The Reorganized Debtor shall abandon or surrender to the Holder of such Claim the property securing such Claim, in full satisfaction and release of such Claim; *provided however*, that the Trustee must consent to the abandonment and surrender of any of any real property listed on Exhibit K or any personal property listed on Exhibit L, to the extent such property secures such Claim.

(b) Cash Payment. The Reorganized Debtor shall pay to the Holder of such Claim Cash equal to the Allowed amount of such Claim upon the sale of the collateral, or such lesser amount to which the Holder of such Claim and Reorganized Debtor shall agree, in full satisfaction and release of such Claim; *provided however*, that the Trustee must consent to the sale of any collateral consisting of any real property listed on Exhibit K or any personal property listed on Exhibit L, to the extent such property secures such Claim

(c) Unimpairment. The Reorganized Debtor may leave the rights of the Holder of such Claim Unimpaired or provide for such other treatment as necessary to otherwise satisfy the Bankruptcy Code.

**6.2.4 Treatment of Unsecured Deficiency Claims.** Any deficiency Claim asserted as an Unsecured Claim by a Holder of an Allowed Secured Claim in Class 2 shall be filed with the Bankruptcy Court in the Case within thirty (30) calendar days following the date of the abandonment or surrender of such Claimant's collateral or such Claimant's receipt of its Distribution under the Plan. Any Allowed Unsecured Claim for a deficiency shall be treated as a General Unsecured Claim under Section 6.4 of the Plan.

### **6.3 Class 3: Bond Claims.**

**6.3.1 Classification.** Class 3 consists of all Bond Claims.

**6.3.2 Impairment and Voting.** Class 3 is Unimpaired under the Plan. Holders of Bond Claims are deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

**6.3.3 Treatment.** All Bond Claims are Allowed for purposes of the Plan. The Holders of such Allowed Bond Claims shall be treated as provided under, and in strict accordance with, the Bond Settlement Order and the Bond Settlement Agreement, which together embody certain settlements and compromises as to the Bond Claims that the Bankruptcy Court previously approved pursuant to Bankruptcy Rule 9019. As required by such Bond Settlement Order and Bond Settlement Agreement, the Debtor, on the Effective Date, shall pay to the Bond Trustee all then-outstanding, unpaid principal and interest payments due on the Bonds as of the Effective Date, for ultimate distribution to the Holders of the Bonds in accordance with, and subject to, the Bond Indenture and other Bond Documents. For purposes of determining the total principal and interest payments due on the Bonds and payable on the Effective Date, such principal and interest shall not be accelerated and shall consist solely of such unpaid principal and interest payment(s) that, as provided in the Bond Documents, either came due prior to the Petition Date or during the

Case and that had not been paid as of the Effective Date, as set forth in the Bond Documents. The Bond Trustee shall provide the Debtor with a written statement setting forth the principal and interest payments due by no later than five (5) Business Days before the Effective Date and shall, at the same time, send a copy of this written statement to the Committee, the Commercial Committee, and the Unknown Tort Claims Representative. Because this treatment reflects the settlements and compromises contained in the Bond Settlement Order and Bond Settlement Agreement, the Bond Claims shall be deemed Unimpaired for all purposes under this Plan.

**6.3.4 Payment of Bond Trustee Fees and Expenses.** In addition to providing the Bond Claims with the treatment outlined in Section 6.3.3, the Debtor shall also pay on the Effective Date all the Bond Trustee's reasonable fees and expenses, including fees and expenses of the Bond Trustee's counsel, then due and outstanding as of the Effective Date. The Bond Trustee shall provide the Debtor with a written statement reflecting the amount of such fees and expenses by no later than five (5) Business Days before the Effective Date and shall, at the same time, also send a copy of this statement to the Committee, the Commercial Committee, and the Unknown Tort Claims Representative. These fees and expenses do not constitute Administrative Claims and are not subject to any provisions of this Plan governing Administrative Claims, and the Reorganized Debtor may therefore pay such fees and expenses immediately upon receipt of the written statement, subject to Section 6.3.6 and the reservations of rights of parties-in-interest memorialized therein.

**6.3.5 All Bond Defaults Cured.** All monetary and non-monetary defaults of any kind under the Bond Documents existing as of the Effective Date, including without limitation any failure by the Debtor to meet financial covenants under the Bond Loan Agreement or to deliver any financial statements (whether audited or unaudited) to the Bond Trustee required by the Bond Documents, shall be, and shall be deemed to be, extinguished, waived, released, and fully satisfied on the Effective Date, and the Bond Documents shall be reinstated as of the Effective Date in accordance with their terms except as otherwise provided in, and as expressly modified by the provisions of, this Section 6.3.

**6.3.6 Reservation of Rights of Parties-in-Interest.** Notwithstanding anything else to the contrary in this Section 6.3, the Reservations (as defined in the Bond Settlement Agreement) memorialized in the Bond Settlement Agreement are hereby preserved in their entirety and without waiver or modification of any kind. The treatment of the Bond Claims in Section 6.3.3 and the payment of the Bond Trustee's reasonable fees and expenses pursuant to Section 6.3.4 shall, in all respects, be subject to the Reservations and the right(s) and Claims, if any, of all parties-in-interest in the Case preserved by, and memorialized in connection with, such Reservations.

## **6.4 Class 5: General Unsecured Claims.**

**6.4.1 Classification.** Class 5 consists of all General Unsecured Claims.

**6.4.2 Impairment and Voting.** Class 5 is Unimpaired under the Plan. Holders of General Unsecured Claims are deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

**6.4.3 Treatment.** On, or as soon as reasonably practicable after, the later of (a) the Effective Date or (b) the date on which a General Unsecured Claim becomes an Allowed General Unsecured Claim, each Claimant holding an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, and release of, and in exchange for, such Allowed General Unsecured Claim, (i) Cash equal to the unpaid part of such Allowed General Unsecured Claim; (ii) reinstatement of such Allowed General Unsecured Claim, which shall thereafter be paid according to its terms in the ordinary course of business of the Reorganized Debtor; (iii) such other treatment as may be necessary to leave such Allowed General Unsecured Claim Unimpaired under section 1124 of the Bankruptcy Code; or (iv) such other, less favorable treatment as to which the Debtor or the Reorganized Debtor and the Holder of such Allowed General Unsecured Claim shall have agreed upon in writing.

**6.4.4 Unresolved General Unsecured Claims Subject to Pending Litigation.** Notwithstanding the treatment set forth in Section 6.4.3, if (y) a General Unsecured Claim (i) is, as of the Effective Date, Unresolved and not yet Allowed by a Final Order and (ii) the subject of existing litigation against the Archdiocese pending before the Petition Date in any court exercising competent jurisdiction and (z) the Archdiocese has not objected to such Unresolved General Unsecured Claim in the Case before the Claims Objection Deadline, then, after the Claims Objection Deadline passes, such existing litigation shall no longer be stayed, whether by this Plan or any other provision of the Bankruptcy Code, and the Holder of such Unresolved General Unsecured Claim may commence (or recommence) such litigation against the Archdiocese and/or the Reorganized Debtor in such court, with the same rights, Claims, and privileges as the Holder owned, possessed, and/or enjoyed with respect to such Unresolved General Unsecured Claim as existed immediately before the Petition Date.

## SECTION VII TREATMENT OF IMPAIRED CLAIMS

### 7.1 Class 4: Abuse Claims (Except For Unknown Tort Claims)

**7.1.1 Classification.** Class 4 consists of all Abuse Claims except for Unknown Tort Claims.

**7.1.2 Impairment and Voting.** Class 4 is Impaired under the Plan. Holders of Class 4 Abuse Claims are entitled to vote on the Plan. For purposes of voting on the Plan only (and for no other purposes), each Class 4 Abuse Claim shall be temporarily Allowed in the amount of \$1.00.

**7.1.3 Treatment.** On or after the Effective Date, and subject to the Plan provisions, the Trust shall, from time to time, make Distributions from the Trust Assets on account of Allowed Class 4 Abuse Claims (except for Unknown Tort Claims) in accordance with, and as authorized by, the Plan, the Trust Allocation Protocol, and all other Trust Documents. Payment of the Class 4 Abuse Claims by the Trust shall not constitute a release, accord, or novation of the Debtor's or the Participating Parties' liability arising out of, because of, or related to the Class 4 Abuse Claims; *provided, however*, that the Debtor's liability arising out of, because of, or related to the Class 4 Abuse Claims shall be discharged under this Plan and Bankruptcy Code section 1141(d), subject to Section 7.1.7 and SECTION XV, and all of the Participating Parties' and



Settling Insurers' liabilities and obligations, if any, will be subject to the Channeling Injunctions and all waivers, releases, and settlements set forth in this Plan. Holders of Class 4 Abuse Claims shall have such Claims treated as provided under the Trust Allocation Protocol; *provided however*, that no Class 4 Abuse Claim shall receive any Distribution of Trust Assets from the Trust as set forth in the Trust Allocation Protocol unless the Holder of such Class 4 Abuse Claim (i) timely votes its Class 4 Abuse Claim to accept the Plan by the date set for voting to accept or reject the Plan and (ii) agrees to the Channeling Injunctions and the waivers, releases, and settlements contemplated in this Plan by delivering to the Claims Agent the fully executed Opt-In Documents by no later than the date set for voting to accept or reject the Plan. Under no circumstances shall the Abuse Claim Reviewer's review of a Class 4 Abuse Claim affect the rights of a Non-Settling Insurer.

**7.1.4 Liability of Non-Settling Insurers Unaffected.** The Non-Settling Insurers shall remain fully liable for any obligations such Non-Settling Insurers may have that relate in any way to the Class 4 Abuse Claims (including, without limitation, for any related Insurance Claims). Neither the Debtor's commencement of the Case nor any Distributions made (or to be made) to Holders of Class 4 Abuse Claims pursuant to this Plan shall reduce any such obligations of any Non-Settling Insurer (including, without limitation, for any related Insurance Claims). For the avoidance of doubt, determinations by the Abuse Claims Reviewer and/or any Distributions entitled to be received from the Trust on account of a Class 4 Abuse Claim shall not constitute a determination of the Archdiocese's or any Participating Party's liability or damages for any Class 4 Abuse Claims. Under no circumstance shall the Abuse Claims Reviewer's review of a Class 4 Abuse Claim affect the rights or obligations of a Non-Settling Insurer.

**7.1.5 Archdiocese and Reorganized Debtor Shall Cooperate with the Trustee and Abuse Claims Reviewer.** The Archdiocese, the Reorganized Debtor, and its counsel shall reasonably cooperate with the Trustee and the Abuse Claims Reviewer with respect to any inquiries or requests either may make in connection with the administration of the Trust and/or the implementation of the Trust Allocation Protocol, including without limitation with respect to any litigation to which the Trust or the Trustee is or may be a party, consistent with the duty to cooperate.

**7.1.6 Objections to Class 4 Abuse Claims.** No Claimant holding a Class 4 Abuse Claim may challenge the merit, validity, legality, or amount of any other Class 4 Abuse Claim. Except for any objection to a Class 4 Abuse Claim filed by the Committee, any objection to a Class 4 Abuse Claim that is pending as of the Effective Date shall be deemed withdrawn with prejudice on the Effective Date. Only the Trustee and a Non-Settling Insurer may object to a Class 4 Abuse Claim. The Trustee shall succeed to the rights of the Committee to object to all Class 4 Abuse Claims. Neither the Reorganized Debtor nor any other party-in-interest in the Case other than the Trustee or a Non-Settling Insurer may object to a Class 4 Abuse Claim. As of the Effective Date, the Trust and the Trustee shall constitute the successors-in-interest to the Committee for purposes of any objections to Class 4 Abuse Claims that were pending as of the Effective Date. Under no circumstance shall any decision regarding whether to object (or not object) to a Class 4 Abuse Claim nor the final settlement and/or disposition of an objection to a Class 4 Abuse Claim, if any, affect the rights or obligations of a Non-Settling Insurer.

**7.1.7 Archdiocese Discharged from Liability for Class 4 Abuse Claims.**

(a) Subject to subsection (b) below, the Debtor shall be discharged as set forth in SECTION XV of and from any liabilities arising out of, because of, or related to all Class 4 Abuse Claims, whether or not the Claimants holding such Class 4 Abuse Claims voted to reject the Plan. As provided in Bankruptcy Code section 524(e), such discharge shall, unless otherwise provided in this Plan, not affect the liability of any other Entity on, or the property of any other Entity for, the Class 4 Abuse Claims, including the liability of any Co-Defendant or Non-Settling Insurer, which liability shall continue unaffected by the discharge granted to the Debtor or the Reorganized Debtor under this Plan and Bankruptcy Code section 1141(d). The discharge granted to the Debtor under this Plan does not affect, diminish, or impair any rights, Claims, or interests that a Claimant holding a Class 4 Abuse Claim may have against a Co-Defendant, including, without limitation, such Co-Defendant's joint and several liability for Abuse, if any. The discharge granted to the Debtor under the Plan does not affect, diminish, or impair any Claims against the Archdiocese resulting from a breach of the Archdiocese's or a Participating Party's obligations and duties under a Non-Settling Insurance Policy, and such Claims may recover from any Revested Assets, as more fully set forth in SECTION XV.

(b) Notwithstanding the foregoing subparagraph, to preserve Insurance Coverage under any Non-Settling Insurance Policy, the Holders of Class 4 Abuse Claims specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any Other Insured Entity that implicate Insurance Coverage under any Non-Settling Insurance Policy, but recovery is limited to the Trust, to the proceeds of the Non-Settling Insurance Policies, and to all other damages (including Extra-Contractual Claims), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of its conduct regarding Insurance Coverage for, or defense or settlement of, any Abuse Claim; and recoveries for any such judgments or awards will be limited to the Non-Settling Insurer and the Trust in accordance with the Plan and the Trust Documents and not at any time against (i) the Debtor, (ii) the Reorganized Debtor, (iii) any Participating Party, and/or (iv) any property or interest in property of the Debtor, the Reorganized Debtor, or any Participating Party, beyond available Insurance Recoveries. The Class 4 Abuse Claims will not be released as against the Debtor, the Reorganized Debtor, or any other Participating Party for any Abuse that may be covered under any Non-Settling Insurance Policy until (i) such Claims are settled with the Debtor, the Reorganized Debtor, any other Participating Party, and the Non-Settling Insurer issuing such Non-Settling Insurance Policy or (ii) such Claims are fully adjudicated, resolved, and subject to Final Order, with recovery for discharged Class 4 Abuse Claims in accordance with such Non-Settling Insurance Policy.

#### **7.1.8 Litigation of Class 4 Abuse Claims Against Non-Settling Insurers.**

Under the Partial Settlement Alternative or Litigation Only Alternative, a Claimant holding a Class 4 Abuse Claim may commence an action against the Archdiocese, the Reorganized Debtor, and, if applicable, one or more Participating Parties, solely for the purpose of liquidating a Class 4 Abuse Claim in order to pursue Insurance Recoveries on such Class 4 Abuse Claim from Non-Settling Insurers. The Archdiocese (or the Reorganized Debtor) will not have to expend any funds on defense in any such action, except to the extent required under any Non-Settling Insurance Policy. Consistent with the discharge and releases provided for in SECTION XV and the rights of a Participating Party, any judgment obtained in such an action shall be limited to Insurance

Recoveries from Non-Settling Insurers, shall be paid in accordance with the Plan and the Trust Allocation Protocol, and shall be fully enforceable solely against a Non-Settling Insurer and any Non-Settling Insurance Policy. Any recovery from the prosecution of such an action is deemed assigned to the Trust to the extent provided in the Plan, including as provided in the Trust Allocation Protocol.

## 7.2 **Class 6: Personal Injury Claims**

7.2.1 **Classification.** Class 6 consists of all Personal Injury Claims.

7.2.2 **Impairment and Voting.** Class 6 is Impaired under the Plan. Holders of Class 6 Personal Injury Claims are entitled to vote on the Plan. For purposes of voting on the Plan only (and for no other purposes), each Class 6 Personal Injury Claim shall be temporarily Allowed in the amount of \$1.00.

7.2.3 **Treatment.** On the Effective Date, Claimants holding Class 6 Personal Injury Claims may litigate such Personal Injury Claims against the Archdiocese and/or the Reorganized Debtor (including by commencing, or recommencing, litigation in any court exercising competent jurisdiction), and such litigation shall not be stayed, whether by this Plan or any provision of the Bankruptcy Code; *provided however*, that such Claimants may only recover on account of such Class 6 Personal Injury Claims such Cash, funds, or other property as may be available under any applicable insurance policy, if any. Neither the Archdiocese, the Reorganized Debtor, nor the property or assets of either shall have any liability for, or be subject to, such Personal Injury Claims or any related liabilities or obligations after the Effective Date. Nothing in this Plan shall enlarge the rights or Claims of Claimants holding Class 6 Personal Injury Claims or limit or waive any defenses to such Claims. Unless otherwise provided in this Plan, the discharge granted by this Plan shall not affect the liability of any other Entity on, or the property of any other Entity for, the Class 6 Personal Injury Claims, which liability shall continue unaffected by any provision of this Plan and/or any discharge granted to the Archdiocese under this Plan and/or Section 1141(d) of the Bankruptcy Code. Nothing in the Plan affects, diminishes, or impairs the right(s) a Claimant holding a Class 6 Personal Injury Claim may have against Entities besides the Archdiocese and/or the Reorganized Debtor, including, without limitation, such Entity's joint and several liability, if any, for such Class 6 Personal Injury Claims.

## 7.3 **Class 7: Unknown Tort Claims**

7.3.1 **Classification.** Class 7 consists of all Unknown Tort Claims.

7.3.2 **Impairment and Voting.** Class 7 is Impaired under the Plan. The Unknown Tort Claims Representative is entitled to vote on the Plan on behalf of all Class 7 Unknown Tort Claims. For purposes of voting on the Plan only (and for no other purposes), the Unknown Tort Claims Representative is deemed to hold an Allowed Unknown Tort Claim in the amount of \$1.00.

7.3.3 **Treatment.** On the Effective Date, the Trust shall transfer Cash to the Unknown Tort Claims Trust equal to six percent (6%) of the net value of the Non-Insurance Trust Assets other than (i) the assets identified in Section 12.2 (including without limitation the assets listed on Exhibit K and Exhibit L) and (ii) the assets identified in Section 3.1.1(b) (including without limitation the assets listed on Exhibit N). (For the avoidance of doubt, neither the assets

identified in Section 12.2 or Section 3.1.1(b), nor the value thereof, shall be included in, or be used to calculate, the total Cash transferred to the Unknown Tort Claims Trust.) On and after the Effective Date, and subject to the Plan provisions, the Unknown Tort Claims Trust shall, from time to time, make Distributions from the Unknown Tort Claims Trust Assets on account of Allowed Class 7 Unknown Tort Claims in accordance with, and as authorized by, the Unknown Tort Claims Trust Allocation Protocol, all other Unknown Tort Claims Trust Documents, and this Plan. Payment of such Class 7 Unknown Tort Claims by the Unknown Tort Claims Trust shall not constitute a release, accord, or novation of the Debtor's or the Participating Parties' liability arising out of, because of, or related to the Class 7 Unknown Tort Claims; *provided, however*, that the Debtor's liability arising out of, because of, or related to the Class 7 Unknown Tort Claims shall be discharged under this Plan and Bankruptcy Code section 1141(d), subject to Section 7.3.7 and SECTION XV, and all of the Participating Parties' and Settling Insurers' liabilities and obligations, if any, will be subject to the Channeling Injunctions and all waivers, releases, and settlements set forth in this Plan. Holders of Class 7 Unknown Tort Claims shall have such Claims treated as provided under the Unknown Tort Claims Trust Allocation Protocol. Under no circumstances shall the Abuse Claim Reviewer's review of a Class 7 Unknown Tort Claim affect the rights of a Non-Settling Insurer.

**7.3.4 Liability of Non-Settling Insurers Unaffected.** The Non-Settling Insurers shall remain fully liable for any obligations such Non-Settling Insurers may have that relate in any way to the Class 7 Unknown Tort Claims (including, without limitation, for any related Insurance Claims). Neither the Debtor's commencement of the Case nor any Distributions made (or to be made) on account of the Class 7 Unknown Tort Claims pursuant to this Plan and/or the Unknown Tort Claims Trust Allocation Protocol shall reduce any such liabilities or obligations of any Non-Settling Insurer (including, without limitation, for any related Insurance Claims or other obligations or liabilities). For the avoidance of doubt, determinations by the Abuse Claims Reviewer and/or any Distributions entitled to be received from the Unknown Tort Claims Trust on account of any Class 7 Unknown Tort Claim shall not constitute a determination of the Archdiocese's or any Participating Party's liability or damages for any Class 7 Unknown Tort Claim. Under no circumstance shall the Abuse Claim Reviewer's review of a Class 7 Unknown Tort Claim affect the rights or obligations of a Non-Settling Insurer.

**7.3.5 Archdiocese and Reorganized Debtor Shall Cooperate with the Unknown Tort Claims Trustee and Abuse Claims Reviewer.** The Archdiocese, the Reorganized Debtor, and its counsel shall reasonably cooperate with the Unknown Tort Claims Trustee and the Abuse Claims Reviewer with respect to any inquiries or requests either may make in connection with the administration of the Unknown Tort Claims Trust and/or the implementation of the Unknown Tort Claims Trust Allocation Protocol, including without limitation with respect to any litigation to which the Unknown Tort Claims Trust or the Unknown Tort Claims Trustee is or may be a party, consistent with the duty to cooperate.

**7.3.6 Objections to Class 7 Unknown Tort Claims.** No Claimant holding a Class 7 Unknown Tort Claim may challenge the merit, validity, legality, or amount of any other Class 7 Unknown Tort Claim. Except for any objection to a Class 7 Unknown Tort Claim filed by the Committee, any objection to a Class 7 Unknown Tort Claim that is pending as of the Effective Date shall be deemed withdrawn with prejudice on the Effective Date. Only the Unknown Tort Claims Trustee and a Non-Settling Insurer may object to a Class 7 Unknown Tort Claim. The

Unknown Tort Claims Trustee shall succeed to the rights of the Committee to object to all Class 7 Unknown Tort Claims. Neither the Reorganized Debtor nor any other party-in-interest in the Case other than the Unknown Tort Claims Trustee or a Non-Settling Insurer may object to a Class 7 Unknown Tort Claim. As of the Effective Date, the Unknown Tort Claims Trust and the Unknown Tort Claims Trustee shall constitute the successors-in-interest to the Committee for purposes of any objections to Class 7 Unknown Tort Claims that were pending as of the Effective Date, if any. Under no circumstance shall any decision regarding whether to object (or not object) to a Class 7 Unknown Tort Claim nor the final settlement and/or disposition of an objection to a Class 7 Unknown Tort Claim, if any, affect the rights or obligations of a Non-Settling Insurer.

### **7.3.7 Archdiocese Discharge of Unknown Tort Claim Liability.**

(a) Subject to subsection (b) below, the Debtor shall be discharged as set forth in SECTION XV of and from any liabilities arising out of, because of, or related to all Class 7 Unknown Tort Claims, whether or not the Claimants holding such Class 7 Unknown Tort Claims voted to reject the Plan. As provided in Bankruptcy Code section 524(e), such discharge shall, unless otherwise provided in this Plan, not affect the liability of any other Entity on, or the property of any other Entity for, the Class 7 Unknown Tort Claims including the liability of any Co-Defendant or Non-Settling Insurer, which liability shall continue unaffected by the discharge granted to the Debtor or the Reorganized Debtor under this Plan and Bankruptcy Code section 1141(d). The discharge granted to the Debtor under this Plan does not affect, diminish, or impair any rights, Claims, or interests that a Claimant holding a Class 7 Unknown Tort Claim may have against a Co-Defendant, including, without limitation, such Co-Defendant's joint and several liability for Abuse, if any. The discharge granted to the Debtor under the Plan does not affect, diminish, or impair any Claims against the Archdiocese resulting from a breach of the Archdiocese's or a Participating Party's obligations and duties under a Non-Settling Insurance Policy, and such Claims may recover from any Revested Assets, as more fully set forth in SECTION XV.

(b) Notwithstanding the foregoing subparagraph, to preserve Insurance Coverage under any Non-Settling Insurance Policy, the Holders of Class 7 Unknown Tort Claims specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any Other Insured Entity that implicate Insurance Coverage under any Non-Settling Insurance Policy, but recovery is limited to the Unknown Tort Claims Trust, to the proceeds of the Non-Settling Insurance Policies, and to all other damages (including Extra-Contractual Claims), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of its conduct regarding Insurance Coverage for, or defense or settlement of, any Abuse Claim; and recoveries for any such judgments or awards will be limited to the Non-Settling Insurer and the Unknown Tort Claims Trust in accordance with the Plan and the Unknown Tort Claims Trust Documents and not at any time against (i) the Debtor, (ii) the Reorganized Debtor, (iii) any Participating Party, and/or (iv) any property or interest in property of the Debtor, the Reorganized Debtor, or any Participating Party, beyond available Insurance Recoveries. The Class 7 Unknown Tort Claims will not be released as against the Debtor, the Reorganized Debtor, or any other Participating Party for any Abuse that may be covered under any Non-Settling Insurance

Policy until (i) such Claims are settled with the Debtor, the Reorganized Debtor, any other Participating Party, and the Non-Settling Insurer issuing such Non-Settling Insurance Policy or (ii) such Claims are fully adjudicated, resolved, and subject to Final Order, with recovery for discharged Class 7 Unknown Tort Claims in accordance with such Non-Settling Insurance Policy.

**7.3.8 Litigation of Class 7 Unknown Tort Claims Against Non-Settling Insurers.** Under the Partial Settlement Alternative or Litigation Only Alternative, a Claimant holding a Class 7 Unknown Tort Claim may commence an action against the Archdiocese, the Reorganized Debtor, and, if applicable, one or more Participating Parties, solely for the purpose of liquidating a Class 7 Unknown Tort Claim in order to pursue Insurance Recoveries on such Class 7 Unknown Tort Claim from Non-Settling Insurers. The Archdiocese (or the Reorganized Debtor) will not have to expend any funds on defense in any such action, except to the extent required under any Non-Settling Insurance Policy. Consistent with the discharge and releases provided for in SECTION XV and the rights of a Participating Party, any judgment obtained in such an action shall be limited to Insurance Recoveries from Non-Settling Insurers, shall be paid in accordance with the Plan and the Unknown Tort Claims Trust Allocation Protocol, and shall be fully enforceable solely against a Non-Settling Insurer and any Non-Settling Insurance Policy. Any recovery from the prosecution of such an action is deemed assigned to the Trust to the extent provided in the Plan, including as provided in Unknown Tort Claims Trust Allocation Protocol.

**7.4 Class 8: Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims.**

**7.4.1 Classification.** Class 8 consists of all Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims.

**7.4.2 Impairment and Voting.** Class 8 is Impaired under the Plan. Holders of Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims are deemed to have rejected the Plan under section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

**7.4.3 Treatment.** Each Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim held by any Entity against the Debtor shall be treated as set forth in Section 11.5.2. Furthermore, any Holder of an Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim who liquidates such Claim in an amount greater than \$0.00 consents to the application of its portion of the reserve, if any, established by the Trustee under the Trust Agreement to pay any Co-Defendant of such Claimant for its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim, if any, against the Debtor.

**7.5 Class 9: Portfolio Claims**

**7.5.1 Classification.** Class 9 consists of all Portfolio Claims.

**7.5.2 Impairment and Voting.** Class 9 is Impaired under the Plan. Holders of Class 9 Portfolio Claims are entitled to vote on the Plan.

### 7.5.3 Treatment.

(a) Full Settlement Alternative or Partial Settlement Alternative. Under the Full Settlement Alternative or Partial Settlement Alternative, any Participating Party holding a Portfolio Claim shall, and shall be deemed to, waive, release, settle, discharge, and compromise such Portfolio Claim in exchange for the Channeling Injunctions and all other waivers, releases, compromises, and settlements set forth in this Plan, and no Distribution shall be made under this Plan on account of such Portfolio Claim, whether or not such Portfolio Claim is an Allowed Portfolio Claim.

(b) Litigation Only Alternative. Under the Litigation Only Alternative, if one or both Portfolios are held to constitute, are deemed to be, are characterized as, or are otherwise determined to constitute property of the Debtor, the Estate, and/or the Reorganized Debtor, whether pursuant to a Final Order, award, judgment, relief, liquidation, or other determination in the Portfolio Adversary Proceeding, or pursuant to a settlement, agreement, or stipulation, then

(i) the Holder of an Allowed Portfolio A Claim shall receive, in full satisfaction, settlement, and release of, and in exchange for, such Allowed Portfolio A Claim, a Distribution of its Pro Rata share of the assets of Portfolio A allocated to the Portfolio A Claims, if any, under Section 13.3.1 except to the extent that the Holder of such Allowed Portfolio A Claim agrees in writing to a less favorable treatment; and

(ii) the Holder of an Allowed Portfolio B Claim shall receive, in full satisfaction, settlement, and release of, and in exchange for, such Allowed Portfolio B Claim, a Distribution of its Pro Rata share of the assets of Portfolio B allocated to the Portfolio B Claims, if any, under Section 13.3.1, except to the extent that the Holder of such Allowed Portfolio B Claim agrees in writing to a less favorable treatment.

(c) Timing of Distributions. Any Distribution to which a Portfolio Claim is entitled under this section shall be made on, or as soon as reasonably practicable thereafter, the later of: (a) the Effective Date, (b) the date on which a Portfolio Claim becomes an Allowed Portfolio Claim, or (c) the date that Portfolio A and/or Portfolio B, as the case may be, is held to constitute, is deemed to be, is characterized as, or is otherwise determined to constitute property of the Debtor, the Estate, and/or the Reorganized Debtor, whether pursuant to a Final Order, award, judgment, relief, liquidation, or other determination in the Portfolio Adversary Proceeding or pursuant to settlement, agreement, stipulation, or other determination.

## SECTION VIII ACCEPTANCE OR REJECTION OF PLAN

8.1 **Impaired Classes to Vote.** Each Holder of a Claim in an Impaired Class shall be entitled to vote separately to accept or reject the Plan unless such Holder is deemed to accept or reject the Plan.

8.2 **Acceptance by Class of Creditors.** An Impaired Class of Claims shall have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have voted to accept or reject the Plan.

## SECTION IX TRUST AND UNKNOWN TORT CLAIMS TRUST

9.1 **Establishment of the Trust and the Unknown Tort Claims Trust.** On or before the Effective Date, the Trust shall be established under the Trust Documents, and the Unknown Tort Claims Trust shall be established under the Unknown Tort Claims Trust Documents. The Trust Documents and the Unknown Tort Claims Trust Documents, including the Trust Agreement and the Unknown Tort Claims Trust Agreement, are incorporated herein by reference.

9.2 **Trust Funding.** The Trust will be funded as follows:

9.2.1 **Funding by Archdiocese on the Effective Date.** On the Effective Date the Archdiocese, by wire transfer, will pay, transfer, or deliver to the Trust the sum of \$45,100,000 in Cash plus all funds held in the Property Sale Escrow (which totaled approximately \$38,900,000 as of June 30, 2024), and, further, the Archdiocese shall be subject to, and comply with, the requirements of Section 12.2 with respect to all the assets identified in that section, including without limitation the assets listed on Exhibit K and Exhibit L.

9.2.2 **Funding by Other Insured Entities.** Under the Full or Partial Settlement Alternatives, each Other Insured Entity who has agreed to become a Participating Party shall pay the Trust its Agreed Settlement in Cash by wire transfer in accordance with any applicable agreement(s) regarding such Agreed Settlement between such Other Insured Entity and the Committee (or, if after the Effective Date, the Trustee), and, in any event, by the later of the Contribution Date or five (5) Business Days after such agreement is consummated (if such agreement(s) provide for payment of such Agreed Settlement after the Contribution Date). Additionally, and as applicable, such Other Insured Entities shall be subject to, and comply with, the requirements of Section 3.1.1(b) with respect to all the assets identified in that section, including without limitation the assets listed on Exhibit N.

9.2.3 **Funding by Settling Insurers.** Under the Full or Partial Settlement Alternatives, each Settling Insurer shall pay the Trust its Agreed Settlement in Cash by wire transfer in accordance with any applicable agreement(s) regarding such Agreed Settlement between such Settling Insurer and the Committee (or, if after the Effective Date, the Trustee) and/or any Insurance Settlement Agreement, and, in any event, by the later of the Contribution Date or five (5) Business Days after such agreement and/or Insurance Settlement Agreement are consummated (if such agreement(s) provide for payment of such Agreed Settlement after the Contribution Date).

9.2.4 **Transfer of Archdiocese Avoidance Rights and Other Causes of Action.**

On the Effective Date and with no further act required by any Entity, the Archdiocese, the Estate, and/or the Committee will transfer and assign, and be deemed to have transferred and assigned, to the Trustee and the Trust all Avoidance Rights and all Causes of



Action listed on **Exhibit J** not otherwise released, time-barred, compromised, enjoined, or discharged under the Plan as of the Effective Date, including without limitation all Avoidance Rights and Causes of Action related to the Portfolios (such as an Avoidance Right or Cause of Action that seeks to characterize, to recharacterize, to deem, to hold, to declare, or to determine that the Portfolios constitute, and/or are, property of the Debtor, the Reorganized Debtor, and/or the Estate).

#### 9.2.5 **Transfer of Assigned Insurance Rights.**

On the Effective Date and with no further act required by any Entity, the Archdiocese, the Estate, the Reorganized Debtor, and any Participating Party shall transfer and assign, and be deemed to transfer and assign, all rights, titles, privileges, interests, Claims, demands, or entitlements as of the Effective Date to any proceeds, payments, benefits, Causes of Action, choses in action, defense, or indemnity, whether now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent, and whether or not obtained by award, judgment, relief, liquidation, settlement, stipulation, Final Order, or other determination, that arise under or are attributable to: (i) the Insurance Policies, the Insurance Settlement Agreements, and any claims thereunder or proceeds thereof, (ii) the Insurance Claims, and (iii) the Insurance Recoveries (together, the “**Assigned Insurance Rights**”). If the Archdiocese, the Reorganized Debtor, the Estate, and/or any Participating Party, as the case may be, receives any proceeds of such Assigned Insurance Rights, then the Archdiocese, the Reorganized Debtor, and/or such Participating Party shall pay such proceeds to the Trust by wire transfer by no later than five (5) Business Days after the Archdiocese, the Reorganized Debtor, the Estate, and/or such Participating Party receives such proceeds.

#### 9.2.6 **Archdiocese Bequests Made After the Effective Date.**

(a) *Sharing of Archdiocese Bequests.* If, after the Effective Date and for as long as the Trust continues in existence, any Entity (or any of such Entity’s Affiliates, Related Parties, estates, successors, or assigns) transfers, donates, gives, hypothecates, disposes, or otherwise assigns to the Archdiocese, the Reorganized Debtor, a Participating Party, or any Related Party of such Entities, whether directly or indirectly through another Entity on such Entity’s behalf, a bequest, donation, gift, transfer, or assignment of any asset or assets (including without limitation of Cash, real or personal property, Causes of Action, claims, rights, interests in or ownership of any Entity, or any other assets of any kind or character) (collectively, an “**Archdiocese Bequest**”) and the total, fair market value of such Archdiocese Bequest exceeds **\$250,000** calculated as of the effective date of such Archdiocese Bequest, then the Archdiocese, the Reorganized Debtor, a Participating Party, or such Related Party, as the case may be, shall pay, transfer, or deliver to the Trust the following amounts: (a) **ten percent (10%)** of the value of such Archdiocese Bequest if such value is from **\$250,000 to \$1,000,000**, or (b) **fifty percent (50%)** of the value of such Archdiocese Bequest if such value exceeds **\$1,000,000**. For purposes of determining whether an Archdiocese Bequest is subject to this Section 9.2.6, all transfers, donations, gifts, hypothecations, dispositions, or assignments of an asset or assets made or to be made by an Entity (or any of such Entity’s Affiliates, Related Parties, estates, successors, or assigns) to the Archdiocese, the Reorganized Debtor, a Participating Party, or any Related Party of such Entities over any period of time pursuant to a single plan, will, devise, trust,

instrument, contract, or other arrangement shall be aggregated and collectively valued at net present value as a single transfer, donation, gift, hypothecation, disposition, or assignment occurring as of the date such plan, will, devise, trust, instrument, contract, or other arrangement becomes final and effective.

(b) *Renunciation of Restricted Archdiocese Bequests.* The Archdiocese, the Reorganized Debtor, a Participating Party, and any Related Party of such Entities shall timely and properly renounce, disclaim, and/or renunciate under applicable law any proposed Archdiocese Bequest that restricts, impairs, limits, voids, extinguishes, modifies, or otherwise amends in any way the sharing formula set forth in this Section 9.2.6 with respect to such Archdiocese Bequest (or that purports, seeks, or claims to do any of the foregoing with respect to such Archdiocese Bequest).

(c) *Notice Required for Archdiocese Bequests.* The Archdiocese, the Reorganized Debtor, a Participating Party, or any Related Party of such Entities, shall provide written notice to the Trustee of any Archdiocese Bequest (or proposed Archdiocese Bequest) subject to this Section 9.2.6 by no later than five (5) Business Days after such Archdiocese Bequest (or any applicable plan, will, devise, trust, instrument, contract, or other arrangement related to such Archdiocese Bequest) first becomes known to the Archdiocese, the Reorganized Debtor, a Participating Party, or Related Party of such Entities. This written notice must include, among other things, complete contact information for the Entity making (or proposing to make the Archdiocese Bequest) along with the style, case number, and all other pertinent information regarding any related lawsuit, probate proceeding, administrative proceeding, or other action affecting or otherwise related to such Archdiocese Bequest (or proposed Archdiocese Bequest).

### 9.3 Assignment Savings Clause.

If the Debtor, the Reorganized Debtor, the Estate, and/or any Participating Party is unable to transfer the Assigned Insurance Rights to the Trust, then the Debtor, the Reorganized Debtor, and/or such Participating Party shall, at the sole cost and expense of the Trust: (a) take such actions reasonably requested by the Trustee to pursue any of the Assigned Insurance Rights for the benefit of the Trust and (b) promptly transfer to the Trust any amounts recovered under or on account of the Assigned Insurance Rights; *provided however*, that while any such amounts are held by or under the control of the Debtor, the Reorganized Debtor, or such Participating Party, such amounts shall be held for the benefit of the Trust.

### 9.4 Funding of the Unknown Tort Claims Trust

The Unknown Tort Claims Trust shall be funded as follows:

#### 9.4.1 Funding on Effective Date.

On the Effective Date, the Trust shall transfer Cash to the Unknown Tort Claims Trust equal to six percent (6%) of the net value of the Non-Insurance Trust Assets *other than* (i) the assets identified in Section 12.2 (including without limitation the assets listed on **Exhibit K** and **Exhibit L**) and (ii) the assets identified in Section 3.1.1(b) (including without limitation the assets listed on **Exhibit N**). (For the avoidance of doubt, neither the assets identified in Section

12.2 or Section 3.1.1(b), nor the value thereof, shall be included in, or be used to calculate, the total Cash transferred to the Unknown Tort Claims Trust as set forth in this section.) The Cash transferred by the Trust to the Unknown Tort Claims Trust on the Effective Date shall constitute the Unknown Tort Claims Trust Assets as of that date. The Trustee shall calculate the Unknown Tort Claims Assets as of the Effective Date by subtracting from the value of the Non-Insurance Trust Assets subject to transfer under this section those appropriate reserves and reserve amounts that the Trustee may establish in accordance with his, her, or its authority and discretion under the Trust Documents.

#### **9.4.2 Further Funding After Effective Date.**

Following the Effective Date, the Trust shall from time to time transfer to the Unknown Tort Claims Trust such additional Cash equal to six percent (6%) of the net value of any additional Agreed Settlement(s) transferred to the Trust by a Settling Insurer or Participating Party, as the case may be, after the Effective Date in accordance with any applicable agreement regarding such Agreed Settlement(s) entered into between the Trust and such Settling Insurer and/or Participating Party after the Effective Date, but not including, as noted above, any assets identified in Section 12.2 or Section 3.1.1(b). The Trustee shall calculate the amount to be transferred to the Unknown Tort Claims Trust by subtracting from the value of the Agreed Settlement(s) transferred to the Trust as of the transfer date those appropriate reserves and reserve amounts that the Trustee may establish in accordance with his, her, or its authority under the Trust Documents.

**9.5 Reserve Accounts.** As set forth in the Trust Agreement and the Unknown Tort Claims Trust Agreement, the Trustee and the Unknown Tort Claims Trustee shall establish reserves for various purposes.

**9.6 No Execution.** All funds held in the Trust will remain property of the Trust until the funds have been actually paid to and received by an Entity entitled to receive payment under the Plan, the Confirmation Order, and the Trust Documents. Except as provided in the Plan, the Confirmation Order, and the Trust Documents, the Trust shall not be responsible for any Claims against the Debtor. All funds held in the Unknown Tort Claims Trust will remain property of the Unknown Tort Claims Trust until the funds have been actually paid to and received by an Entity entitled to receive payment under the Plan, the Confirmation Order, and the Unknown Tort Claims Trust Documents. Except as provided in the Plan, the Confirmation Order and the Unknown Tort Claims Trust Documents, the Unknown Tort Claims Trust shall not be responsible for any Claims against the Debtor.

## **SECTION X LIQUIDATION AND PAYMENT OF ABUSE CLAIMS**

### **10.1 Liquidation and Payment of Abuse Claims.**

10.1.1 The Trust and the Unknown Tort Claims Trust shall pay Abuse Claims under the terms of the Plan, the Confirmation Order, the Trust Agreement, the Trust Allocation Protocol, the Unknown Tort Claims Trust Agreement, and the Unknown Tort Claims Trust Allocation Protocol, as applicable.

10.1.2 The Abuse Claims Reviewer's determinations shall not be a finding or fixing of the fact or liability or the amount payable for any Abuse Claim with any binding legal effect, other than for distribution purposes by the Trust under the Trust Allocation Protocol or the Unknown Tort Claims Trust under the Unknown Tort Claims Trust Allocation Protocol. The Trustee's, the Unknown Tort Claims Trustee's, or the Abuse Claims Reviewer's determination of qualification of an Abuse Claim, payment on account of an Abuse Claim or reserve for payment on account of an Abuse Claim is not an admission of liability by the Debtor, an Other Insured Entity, the Trust, or the Unknown Tort Claims Trust regarding any Abuse Claims and has no *res judicata* or collateral estoppel effect against the Debtor, any Other Insured Entity, the Trust, the Unknown Tort Claims Trust, any Non-Settling Insurer, or Settling Insurer. Distributions from the Trust and/or the Unknown Tort Claims Trust do not release the Debtor or any Other Insured Entity, nor are such Distributions from the Trust or the Unknown Tort Claims Trust an agreement or novation of the Debtor's or Other Insured Entity's liability because of the Abuse Claims. The Trust's or Unknown Tort Claims Trust's act of making a Distribution is immaterial to, and shall not be construed as, a determination or admission of the Archdiocese's or Other Insured Entity's liability for, or damages regarding, any Abuse Claim. The determination of qualification, estimation of Abuse Claims, and payment of Distributions is not a settlement, release, accord, or novation of any Abuse Claims and cannot be used by any joint tortfeasor or co-defendant as a defense to any alleged joint liability. The Trustee's, the Unknown Tort Claims Trustee's, or the Claims Reviewer's determination of qualification of an Abuse Claim, payment on account of an Abuse Claim, or reserve for payment on account of an Abuse Claim does not impair an Abuse Claimant's rights to obtain a judgment, including a judgment based on joint and several liability, against the Archdiocese, an Other Insured Entity, or any Non-Settling Insurer to establish the Archdiocese's and/or an Other Insured Entity's liability on the Abuse Claim, but any such judgment awarded to an Abuse Claimant will be reduced by any Distributions already paid by the Trust or the Unknown Tort Claims Trust to such Abuse Claimant on his or her Abuse Claim(s).

10.1.3 Nothing in the Trust Documents or the Unknown Tort Claims Trust Documents shall (i) impose any costs, directly or indirectly, upon the Estate, any Participating Party, or any Settling Insurer relating to the treatment of Abuse Claims or (ii) otherwise modify the rights or obligations of the Estate, any Other Insured Entity, or Insurer as otherwise in the Plan.

10.1.4 Neither the Debtor's, the Reorganized Debtor's, nor the Participating Parties' obligations to Abuse Claimants shall be deemed to have been paid in full, nor their liability to Abuse Claimants deemed satisfied, because of reserves for, Distributions to, or payments received by, Abuse Claimants from the Trust or the Unknown Tort Claims Trust, except as modified by the discharge and release provisions under Bankruptcy Code section 1141(d) or SECTION XV. The Trust, the Unknown Tort Claims Trust, the Archdiocese, the Reorganized Debtor, and/or the Participating Parties may continue efforts to obtain recoveries from Non-Settling Insurers related to the Abuse Claims. In addition, the Non-Settling Insurers remain fully liable for their obligations related to the Abuse Claims, and their obligations are not reduced by the commencement or continuation of the Case or by the amount of Distributions Claimants holding Abuse Claims receive, or are entitled to receive, based on the Plan and/or Plan Documents. For the avoidance of doubt, determinations by the Abuse Claims Reviewer and/or any Distributions entitled to be received from the Trust or the Unknown Tort Claims Trust shall not constitute a determination of the Archdiocese's, the Reorganized Debtor's, or any Other Insured Entity's liability or damages for Abuse Claims.

**10.2 Effect of No Award on Abuse Claims.** If an Abuse Claim is denied payment under the Trust Allocation Protocol or the Unknown Tort Claims Trust Allocation Protocol, the Holder of such Abuse Claim will have no further rights against the Archdiocese, the Reorganized Debtor, the Participating Parties, the Trust, Trustee, the Unknown Tort Claims Trust, or the Unknown Tort Claims Trustee relating to such Abuse Claim. A determination of no award under the Trust Allocation Protocol or the Unknown Tort Claims Trust Allocation Protocol shall have no effect on any claim the Abuse Claimant may have against a Non-Settling Insurer.

**10.3 Treatment of Punitive Damages.** Claims for punitive or exemplary damages in connection with any Claims will be treated as Penalty Claims and will receive no Distribution under the Plan; *provided however*, that any punitive or exemplary damages that any Entity may have against a Non-Settling Insurer (including, without limitation, Insurance Claims) do not constitute Penalty Claims, shall not be affected by this proposed treatment, and are hereby reserved in all respects and without any impairment of any kind.

**10.4 Withdrawal of Abuse Claims.** An Abuse Claimant may withdraw an Abuse Claim at any time on written notice to the Trustee or the Unknown Tort Claims Trustee, as applicable. If withdrawn, the Claim will be withdrawn with prejudice and may not be reasserted.

**10.5 Medicare Reimbursement and Reporting Obligations.**

10.5.1 The Trust and the Unknown Tort Claims Trust shall qualify as an RRE under the MMSEA.

10.5.2 The Trust and the Unknown Tort Claims Trust shall timely submit all reports required under MMSEA because of any Abuse Claims settled, resolved, paid, or otherwise liquidated by the Trust or the Unknown Tort Claims Trust. The Trust or the Unknown Tort Claims Trust, as an RRE, shall follow all applicable guidance published by CMS to determine whether, and, if so, how, to report to CMS under the MMSEA.

10.5.3 For Abuse Claims that occurred after December 5, 1980, before remitting funds to Claimant or Claimants' counsel (in accordance with Section 12.12), regarding any Abuse Claim, the Trustee or the Unknown Tort Claims Trustee shall obtain (i) a certification that said Claimant (or such Claimant's authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Abuse Claim and (ii) that the Claimant and/or Claimant's counsel indemnifies the Trust or the Unknown Tort Claims Trust for any such obligations.

**10.6 No Admission.**

Section 10.5 does not imply that, and shall not constitute an admission that, the Debtor, the Reorganized Debtor, any Participating Party, or any Settling Insurer are "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any actions undertaken by the Trust or the Unknown Tort Claims Trust or contributions to the Trust or the Unknown Tort Claims Trust under MMSEA or any other statute or regulation.

**10.7 Delay Regarding Failure To Comply.**

The failure by one or more Medicare Beneficiaries or other Abuse Claimants to follow these provisions shall not delay or impair the payment by the Trustee or the Unknown Tort Claims Trustee to any other Medicare Beneficiary or Abuse Claimant following these provisions.

**10.8 Documentation by Estate of Abuse Claimant.**

If the Claimant holding an Abuse Claim is the personal estate of the original Claimant for such Abuse Claim, then the letters or documentation required under Section 10.5 need not be dated within 120 days of payment by the Trustee or the Unknown Tort Claims Trustee to such Claimant.

**SECTION XI  
INSURANCE MATTERS**

**11.1 Applicability.**

This Article only applies under the Partial Settlement Alternative and Litigation Only Alternative.

**11.2 Preservation of Insurance Rights.**

Nothing in this Plan shall be construed to impair or diminish any Non-Settling Insurer's or its Insured's obligations under any Insurance Policy. No provision of this Plan shall impair or diminish any Insured's or Non-Settling Insurer's legal, equitable, or contractual obligations relating to the Insurance Policies issued by the Non-Settling Insurers or the Insurance Claims against the Non-Settling Insurers.

**11.3 Settlement with Non-Settling Insurers Under the Litigation Only Alternative.**

Following the Effective Date, the Reorganized Debtor and the Participating Parties shall not enter into an Insurance Settlement Agreement affecting any Insurance Policy with any Non-Settling Insurer without the express written consent of the Trustee, which consent may be granted or withheld at the Trustee's sole and absolute discretion. Such settlements may also provide for the Non-Settling Insurer to become a Settling Insurer.

**11.4 Trustee Gatekeeping Functions.**

As more fully set forth in the Trust Documents and the Trust Allocation Protocol, the Trustee shall, after the Effective Date, have the sole power (i) to authorize an Abuse Claimant to commence or continue an action, lawsuit, or other proceeding against the Archdiocese, any Other Insured Entity, and/or any Non-Settling Insurer in accordance with the terms of this Plan, the Trust Allocation Protocol, and the other Trust Documents and (ii) to enter into any settlement with any Non-Settling Insurer under which such Non-Settling Insurer becomes a Settling Insurer. Notwithstanding the Trustee's sole power to enter into a settlement with a Non-Settling Insurer under which such Non-Settling Insurer becomes a Settling Insurer, the Abuse Claimant shall retain its right and authority to settle and/or resolve such Abuse Claimant's specific claim, action,

lawsuit, or proceeding as long as the Abuse Claimant's settlement or resolution affects only that Abuse Claimant's claim, action, lawsuit, or proceeding.

**11.5 Litigation/Settlement Between an Alleged Insured or Abuse Claimant and Non-Settling Insurers.**

11.5.1 The Channeling Injunctions shall channel all Channeled Claims (including, without limitation any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims of any Insurer) to the Trust.

11.5.2 If, for any reason any court does not recognize the channeling of the Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims of Non-Settling Insurers to the Trust, or such Claims are not channeled for any reason, then the following provisions shall apply:

(a) The Settling Insurers shall retain their Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims; *provided, however*, that:

(i) The Settling Insurers shall not pursue any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims against any Non-Settling Insurer (A) who asserts an Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim solely against the Trust and (B) whose Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim is satisfied and extinguished entirely by the application of this section;

(ii) If a Non-Settling Insurer asserts its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim only against the Trust, then the Settling Insurers shall assign any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims they may hold against such Non-Settling Insurer to the Trust, and the Trust shall be free to assert such Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims against such Non-Settling Insurer;

(iii) If a Non-Settling Insurer releases its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim that it may have against a Settling Insurer (if any such exist), then such released Settling Insurer shall release its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim against such releasing Non-Settling Insurer; and

(iv) If a Non-Settling Insurer asserts an Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim against any Settling Insurer, and

(1) the Trust fully indemnifies the Settling Insurer, then the Settling Insurer shall assign its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim to the Trust; or

(2) the Trust partially, but not fully, indemnifies the Settling Insurer for such Claim, then the Settling Insurer shall retain its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim and may assert those Claims against the Non-Settling Insurer asserting the Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim against the Settling Insurer. Any recovery by the Settling Insurer exceeding the amount necessary to satisfy the Trust's full indemnity obligation plus litigation costs shall be turned over to the Trust.

(b) In any action, suit, or proceeding involving a Participating Party, the Trust, or an Abuse Claimant, as applicable, and one or more Non-Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim against a Settling Insurer, then any judgment or award obtained by such Participating Party, the Trust, or such Abuse Claimant against such Non-Settling Insurer shall be automatically reduced by the amount, if any, that such Settling Insurer is liable to pay such Non-Settling Insurer as a result of its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim, so that the Non-Settling Insurer's Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim is thereby satisfied and extinguished entirely ("**Reduction Amount**"). In any action, suit, or proceeding involving a Participating Party, the Trust, or an Abuse Claimant against a Non-Settling Insurer, where the respective Settling Insurer is not a party, such Participating Party, the Trust, or such Abuse Claimant shall obtain a finding from that court or arbitrator(s), as applicable, of the Reduction Amount before entry of judgment against such Non-Settling Insurer. If such a reduction is not made as described above, then any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim by any Non-Settling Insurer against any Settling Insurer shall be reduced by the Reduction Amount, as determined by the court or arbitrator(s) in which such Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim is filed, asserted, or otherwise pending. Settling Insurers shall be required to cooperate in good faith with the Archdiocese, the Reorganized Debtor, and/or the Trust to take reasonable steps to defend against any such Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim. If the reduction eliminates the Non-Settling Insurer's Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim, then any determination regarding the reimbursement of costs and expenses, including legal fees, shall be made by a court of competent jurisdiction.

(c) If a Participating Party, the Trust, an Abuse Claimant, and a Non-Settling Insurer enter into an agreement settling one or more Abuse Claims, such agreement shall include a provision whereby such Non-Settling Insurer releases its Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim against each Settling Insurer so long as the Settling Insurers release their Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claims against such Non-Settling Insurer. If such settlement agreement fails to include such a release provision, and the Non-Settling Insurer has asserted, asserts, or could assert an Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim against the Settling Insurers, then any settlement amount in such settlement agreement shall be deemed automatically reduced by



the Reduction Amount. In such event, the settling parties shall obtain a finding from the applicable court or arbitrator(s) of the Reduction Amount. If (a) the settlement agreement was entered into without litigation or arbitration such that no judge or arbitrator can determine the Reduction Amount, or (b) such a reduction is not otherwise made as described above, then any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim by any Non-Settling Insurer against any Settling Insurer shall be reduced by the Reduction Amount, as determined by the court or arbitrator(s) in which such Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim is filed, asserted, or otherwise pending. Settling Insurers shall be required to cooperate in good faith with the Archdiocese, the Reorganized Debtor, and/or the Trust to take reasonable steps to defend against any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim by a Non-Settling Insurer. If the reduction eliminates the Non-Settling Insurer's Abuse-Related Contingent/Contribution/Reimbursement/Indemnity Claim, then any determination regarding the reimbursement of costs and expenses, including legal fees, shall be determined by a court of competent jurisdiction.

(d) To ensure that the reduction contemplated in this Section 11.5.2 is accomplished, the Settling Insurers shall be entitled to: (i) notice, within a reasonable time of the initiation of any future suit, action, or proceeding against, or future settlement negotiations with, any Non-Settling Insurer in which an Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim is asserted against any Settling Insurer, and periodic notices thereafter on at least an annual basis of the status of such suit, action, or proceeding or negotiations; (ii) the opportunity to participate in the suit, action, or proceeding or settlement negotiations, but only to the extent necessary to accomplish the reduction contemplated in this section; (iii) the reasonable cooperation of the Trust and/or the applicable Participating Party, at the sole cost and expense of the Settling Insurers, so that the Settling Insurers can assert this Section 11.5.2 as a defense in any suit, action, or proceeding against any of them for any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim; and (iv) have the court or appropriate tribunal issue such orders as are necessary to effectuate the judgment, award, or settlement reduction in order to protect the Settling Insurers from any Abuse-Related Contingent Contribution/Reimbursement/Indemnity Claim. The notice required above shall be given by (a) the Trust and/or the Participating Party that is a party to such suit, action, proceeding, or settlement negotiations; or (b) if neither the Trust nor any Participating Party is such a party, the Non-Settling Insurer that is a party to such suit, action, proceeding, or settlement negotiations; or (c) if neither the Trust, any Participating Party, nor any Non-Settling Insurer is a party to such suit, action, proceeding, or settlement negotiations, the Abuse Claimant bound by the Plan.

(e) The procedures set forth in this Section 11.5 shall bind, and inure to the benefit of, all Settling Insurers.

## **11.6 Insurance Neutrality.**

No provision of this Plan shall diminish or impair the right of any Non-Settling Insurer to assert any defense to any Insurance Claim. The duties and obligations, if any, of the Non-Settling Insurers under each Non-Settling Insurance Policy shall not be impaired, altered, reduced or

diminished by: (a) the discharge granted to the Debtor under the Plan under section 1141(d) of the Bankruptcy Code or SECTION XV, (b) the exonerations, exculpations and releases in the Plan, or (c) the Channeling Injunctions. Furthermore, that the Trust is liquidating and paying/reserving monies because of the Abuse Claims shall not be construed to diminish any duty of any Insurer under any Insurance Policy to provide Insurance Coverage to the Archdiocese for Abuse Claims.

## SECTION XII MEANS FOR IMPLEMENTATION OF THE PLAN

### 12.1 Debtor's Funding of Plan on the Effective Date.

On or before the Effective Date, the Debtor (or such Entity as the Debtor may direct on its behalf) shall make all the payments, hypothecations, transfers, and assignments that the Debtor is required by Section 9.2.1 to make to the Trust by the Effective Date.

### 12.2 Sale of Real Property and Personal Property.

#### 12.2.1 Sale of Real Property.

No later than sixty (60) calendar days after the Effective Date, the Reorganized Debtor shall have completed all actions necessary to list on the market for sale the real property titled to the Archdiocese set forth on **Exhibit K**. At all times, the Reorganized Debtor shall consult with the Trustee in connection with the marketing and sale of such properties, including, among other things, regarding the timing of when to list any such property for sale, the identity of the broker or brokers employed to sell such property, and whether to accept or reject any offers received for any such property. No properties may be listed, marketed, or sold without the express, written consent of the Trustee (which consent may be withheld at the Trustee's sole discretion). The Reorganized Debtor may, but is not required to, obtain Bankruptcy Court approval of any such sale (to the extent that the Trustee has consented to such sale as set forth in the immediately preceding sentence). The proceeds from all property sales that close after the Effective Date shall be transferred to the Trust after payment of reasonable and customary marketing costs, real-estate broker fees, and a service fee to the Reorganized Debtor to compensate the Reorganized Debtor for its efforts to market and sell the property. The Reorganized Debtor's service fee shall equal the fee payable to a Chapter 11 or Chapter 7 trustee under section 326 of the Bankruptcy Code for disbursements to parties in interest and shall be calculated based on the net sales price for the specific parcel of real property to be sold after payment of all other, reasonable marketing costs and real-estate broker fees. If the Trustee and the Reorganized Debtor cannot agree regarding the terms and conditions of the proposed sale of any particular parcel of property set forth on **Exhibit K**, including without limitation, regarding the sales price, applicable fees, and marketing strategy, then the Trustee may require, by five (5) Business Days' advance written notice to the Reorganized Debtor, that the Reorganized Debtor transfer all right, title, and interest in such property to the Trust, free and clear of any right, title, claim, or interest of the Reorganized Debtor. If the Archdiocese sells any property set forth on **Exhibit K** prior to the Effective Date, then the net proceeds from such property sale shall be deposited in the Property Sale Escrow and transferred to the Trust on the Effective Date, along with all other funds already in the Property Sale Escrow.

#### **12.2.2 Sale of Personal Property.**

No later than sixty (60) calendar days after the Effective Date, the Reorganized Debtor shall initiate an auction process for the personal property listed on **Exhibit L**. The proceeds from all personal property sales that conclude after the Effective Date shall be transferred to the Trust after payment of reasonable and customary marketing costs and auction fees. After consultation with the Reorganized Debtor, the Trustee shall, in the Trustee's sole and absolute discretion, select the auctioneer or auctioneers to conduct such auction or auctions. Furthermore, at any such auction or auctions of personal property, the Reorganized Debtor may repurchase any one or more items of personal property set to be auctioned at a price per item equal to ninety percent (90%) of the reserve price for such item of personal property, as determined by the auctioneer or auctioneers conducting such auction or auctions.

#### **12.3 Sale of Archdiocese of New Orleans Indemnity Company, Inc.**

The Archdiocese (or the Reorganized Debtor, as the case may be) will, in consultation with the Committee or the Trustee as applicable, sell the Archdiocese of New Orleans Indemnity Company, Inc., subject to regulatory approval. Upon the closing of such a sale, the Archdiocese (or the Reorganized Debtor, as the case may be) shall transfer the net proceeds to the Trust. To the extent such sale is not pending prior to the Effective Date, the Archdiocese shall take all steps necessary to effectuate transfer of ownership of the assets of the Archdiocese of New Orleans Indemnity Company, Inc. to the Trust, subject to regulatory approval if applicable.

#### **12.4 Participating Party or Settling Insurer Settlement Contribution.**

The Insurance Policy of any Settling Insurer shall be sold to the issuing Settling Insurer pursuant to sections 363 and 1123(a)(5) of the Bankruptcy Code.

All transfers to the Trust by or on behalf of a Participating Party or Settling Insurer shall be made by wire transfer to the Trust on or before the Effective Date.

#### **12.5 Debtor and Trust Waiver and Release of Estate's Causes of Action Against Participating Parties and Settling Insurers.**

In consideration of the contributions and other consideration to be provided by each Participating Party and Settling Insurer, the Debtor irrevocably and unconditionally, without limitation, shall release, acquit, and forever discharge such Participating Party and Settling Insurer from any Causes of Action of the Estate against any Participating Party or Settling Insurer, or the property thereof, such release to be effective upon the Effective Date.

Notwithstanding the above, to preserve coverage under any Non-Settling Insurance Policy, the Abuse Claimants specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any Other Insured Entity that implicate coverage under any Non-Settling Insurance Policy, but recovery is limited to the Trust or the Unknown Tort Claims Trust (as the case may be), to the proceeds of the Non-Settling Insurance Policy, and to all other damages (including Extra-Contractual Claims), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of its conduct regarding Insurance Coverage for, or defense or settlement

of, any Abuse Claim; and recoveries for any such judgments or awards will be limited to the Non-Settling Insurer and the Trust or the Unknown Tort Claims Trust (as the case may be) in accordance with the Plan, the Trust Documents, and the Unknown Tort Claims Trust Documents and not at any time against (i) the Debtor, (ii) the Reorganized Debtor, (iii) any Participating Party, and/or (iv) any property or interest in property of the Debtor, the Reorganized Debtor, or any Participating Party, beyond available Insurance Recoveries. The Abuse Claims will not be released as against the Debtor, the Reorganized Debtor, or any other Participating Party for any Abuse that may be covered under any Non-Settling Insurance Policy until (i) such Claims are settled with the Debtor, the Reorganized Debtor, any other Participating Party, and the Non-Settling Insurer issuing such Non-Settling Insurance Policy or (ii) such Claims are fully adjudicated, resolved, and subject to Final Order, with recovery for discharged Abuse Claims in accordance with such Non-Settling Insurance Policy.

#### **12.6 Reorganized Debtor's Members and Senior Management.**

In accordance with § 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the Natural Persons proposed to serve as the members and trustees of the Reorganized Debtor and the Natural Persons proposed to serve as officers of the Reorganized Debtor on and after the Effective Date are set forth on Exhibit I.

#### **12.7 Additional Documentation; Non-Material Modifications.**

From and after the Effective Date, the Trustee, the Unknown Tort Claims Trustee, the Reorganized Debtor, the Participating Parties, and the Settling Insurers are 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 in this Plan without further order of the Bankruptcy Court. Also, the Trustee, the Reorganized Debtor, and the Participating Parties may make technical and/or immaterial alterations, amendments, modifications, or supplements to the terms of any settlement in this Plan, without Bankruptcy Court approval, provided that the amendment or modification does not materially and adversely change the treatment of any Abuse Claimant without the prior written agreement of such Abuse Claimant. 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, if the proposed alteration, amendment, modification, or supplement does not materially and adversely change the treatment of the Claims within such Class. A Final Order of the Bankruptcy Court approving any amendment or modification made under this Section shall constitute a Final Order in aid of consummation of the Plan and shall not require the re-solicitation of votes on the Plan.

#### **12.8 Non-Settling Insurers Unaffected.**

The rights and obligations of Non-Settling Insurers and Co-Defendants shall be unaffected by this Section 12.

#### **12.9 Closing.**

Closing will be conducted in the New Orleans offices of Locke Lord LLP or at such other location designated by the Committee, including remotely, as soon as reasonably practicable

following the Confirmation Date for the Archdiocese, the Participating Parties, and any Settling Insurers to execute and deliver the Plan Documents and complete all other actions necessary for the Reorganized Debtor, the Participating Parties, and the Settling Insurers to establish and fund the Trust and make other distributions required to be made upon, or promptly following, the Effective Date. As soon as practicable after conditions in Section 14.1 have been satisfied or waived under Section 14.2, the Archdiocese shall file notice of the Closing and the occurrence of the Effective Date.

#### **12.10 Obligations of the Reorganized Debtor and Participating Parties.**

The Reorganized Debtor and the Participating Parties will:

- a) In the exercise of their respective business judgment, review all Claims filed against the Estate and, if advisable, object to such Claims *except for* Abuse Claims, Unknown Tort Claims, and Bond Claims;
- b) After the Effective Date, **not** object to any Abuse Claims, Unknown Tort Claims, or Bond Claims. Despite the foregoing, the Reorganized Debtor shall timely provide the Abuse Claims Reviewer with information regarding Abuse Claims and Unknown Tort Claims as the Abuse Claims Reviewer may request from time to time.
- c) Fulfill their obligations under the Insurance Policies issued by the Non-Settling Insurers and under applicable non-bankruptcy law, with their reasonable attorneys' fees, costs and expenses, if any, incurred in doing so to be paid by the Non-Settling Insurers, as provided under the Insurance Policies;
- d) Honor their obligations arising under any settlement agreement between the Archdiocese and any Participating Party approved by the Bankruptcy Court; and
- e) Perform all their obligations under this Plan and Plan Documents, in each case, as and when the same become due or are to be performed.

#### **12.11 Objections to Claims.**

Objections to a Claim (except for Abuse Claims, Unknown Tort Claims, and Bond Claims) as to which no objection is pending as of the Effective Date, must be filed by the Claims Objection Deadline, provided that the Reorganized Debtor may request extensions of the Claims Objection Deadline, or of any Bankruptcy Court approved extensions thereof, by filing a motion with the Bankruptcy Court. A motion seeking to extend the deadline to object to any Claim is not an amendment to the Plan. No party in interest other than the Trustee or a Non-Settling Insurer may object to a Class 4 Abuse Claim. No party in interest other than the Unknown Tort Claims Trustee or a Non-Settling Insurer may object to a Class 7 Unknown Tort Claim. The process and deadlines for any objections to Abuse Claims are as set forth in the Trust Allocation Protocol or the Unknown Tort Claims Trust Allocation Protocol, as applicable.

## 12.12 Provisions Governing Distributions.

**12.12.1 Distribution Only to Holders of Allowed Claims.** Except as otherwise provided in the Plan, Distributions under this Plan and the Plan Documents will be made only to the Holders of Allowed Claims and in the case of Abuse Claims, pursuant only to the Plan and the Trust Documents or the Unknown Tort Claims Trust Documents, as applicable. Until a Disputed Claim becomes an Allowed Claim, the Holder of that Disputed Claim will receive no Distribution otherwise provided to the Claimants under this Plan or the Plan Documents.

**12.12.2 Transmittal of Distributions.** Except as otherwise provided in this Plan, in the Plan Documents, or in an order of the Bankruptcy Court, Distributions to be made under this Plan, Confirmation Order, Trust Documents, or Unknown Tort Claims Trust Documents, as applicable, to Abuse Claimants that opt to not litigate will be made by the Trustee or Unknown Tort Claims Trustee, as applicable, and Distributions to all other Claimants will be made by the Reorganized Debtor. Distributions to Abuse Claimants will be made (a) to the client trust account for attorneys of record of Abuse Claimants, (b) if the Abuse Claimant does not have an attorney of record, to the latest mailing address set forth in a proof of claim filed with the Claims Agent or the Bankruptcy Court by or on behalf of such Claimant, or to such other address as may be provided to the Reorganized Debtor or Trustee, as applicable, by such Claimant in writing, or (c) if no such proof of claim has been filed and no written notice setting forth a mailing address is provided by or on behalf of such Claimant to the Reorganized Debtor, Trustee, or Unknown Tort Claims Trustee to the mailing address in the schedules filed by the Debtor in this Case. Distributions to other Claimants will be made by wire or first class United States mail, postage prepaid, (a) to the client trust account for attorneys of record of the Claimant, (b) if the Claimant does not have an attorney of record, to the latest mailing address in a proof of claim filed with the Claims Agent or the Bankruptcy Court by or on behalf of such Claimant, or to such other address as may be provided to the Reorganized Debtor, as applicable, by such Claimant in writing, or (c) if no such proof of claim has been filed and no written notice setting forth a mailing address is provided by or on behalf of such Claimant to the Reorganized Debtor, to the mailing address in the schedules filed by the Debtor in this Case. The Trustee or the Unknown Tort Claims Trustee, as applicable, shall have no liability to an Abuse Claimant because of Distributions made to the client trust account of such Abuse Claimant's attorney.

**12.12.3 Timing of Distributions.** Unless otherwise agreed by the Reorganized Debtor, Trustee, or Unknown Tort Claims Trustee, as applicable, and the recipient of a Distribution under this Plan or the Plan Documents, whenever any payment to be made is due on a day other than a Business Day, such payment will instead be made on the next Business Day, with interest to the extent expressly contemplated by this Plan or any applicable agreement or instrument.

### **12.12.4 Unknown Addresses, Undeliverable Distributions and Unclaimed Property.**

(a) Unknown Address for Claimant. If the Reorganized Debtor, Trustee, or Unknown Tort Claims Trustee, as the case may be, lacks a proper mailing address for a Claimant for purposes of delivering the Claimant's Distribution to such Claimant (as contemplated in Section 12.12.2), then the Reorganized Debtor, the Trustee, or the Unknown Tort Claims Trustee, as applicable, shall make a reasonable effort to locate or

ascertain the correct mailing address for such Claimant from information generally available to the public and from such Entity's own records; *provided however*, that the Reorganized Debtor, the Trustee, and/or the Unknown Tort Claims Trustee shall have no liability to any Entity (including, without limitation, to the Claimant or any governmental authority) for (i) having not located a correct mailing address for the Claimant or (ii) for otherwise failing to locate any Claimant whose Distribution is undeliverable, whose Distribution becomes Unclaimed Property as provided below, and/or for whom the Reorganized Debtor, the Trustee, and/or the Unknown Tort Claims Trustee has no deliverable address for any reason.

(b) *Undeliverable Distributions.* If a Claimant's Distribution is returned as undeliverable to the Trustee, the Unknown Tort Claims Trustee, the Reorganized Debtor, or the Claims Agent, as applicable, no further Distributions will be made to such Claimant unless and until the Trustee, the Unknown Tort Claims Trustee, or Reorganized Debtor, as applicable, receives a written certification from the Claimant of such Claimant's then-current, deliverable address. If the Trustee, Unknown Claims Trustee, or Reorganized Debtor, as applicable, receives the written certification of the Claimant's address before the Distribution is deemed Unclaimed Property (as set forth in Section 12.12.4(c) below), then the Trustee, the Unknown Claims Trustee, or the Reorganized Debtor, as applicable, shall, as soon as reasonably practicable, deliver the previously undeliverable Distribution to the Claimant's deliverable address as provided in the written certification provided to the Reorganized Debtor, Trustee, or Unknown Claims Trustee, as applicable.

(c) *Unclaimed Property.* Any Distribution paid by the Reorganized Debtor, the Trust, or the Unknown Tort Claims Trust, as applicable, on account of an Allowed Claim that is not claimed, negotiated, deposited, and/or otherwise accepted by the Claimant entitled to such Distribution by no later than 120 calendar days after such Distribution is issued and/or delivered shall be deemed, and shall constitute, Unclaimed Property under section 347(b) of the Bankruptcy Code. To the extent any such Distribution was made in the form of an instrument and that instrument is not negotiated within 120 calendar days after the date such instrument was issued (thereby rendering such Distribution Unclaimed Property as noted in the previous sentence), then that instrument shall be rendered null and void automatically. All rights and claims of the Claimant and of any other Entity (including, without limitation, of any governmental authority) to any Distribution that becomes Unclaimed Property as provided in this Section shall be waived, discharged, and forever barred as of the date such Distribution becomes Unclaimed Property. All Unclaimed Property shall thereafter revert to, and become the sole property of, the Trust, the Unknown Tort Claims Trust, or the Reorganized Debtor, as applicable, and shall thereafter be available to the Trustee for any Trust purpose, to the Unknown Tort Claims Trustee for any Unknown Tort Claims Trust purpose, or to the Reorganized Debtor, as the case may be, notwithstanding any federal or state escheat laws to the contrary.

**12.12.5 Form of Distributions.** Unless otherwise agreed by the Reorganized Debtor, the Trustee, or the Unknown Tort Claims Trustee, as applicable, and the recipient of a Distribution under this Plan or the Plan Documents, all Distributions will be made, at the option of the Reorganized Debtor, the Trustee, or the Unknown Tort Claims Trustee, as applicable, by a check by first class mail, postage prepaid or wire transfer.

**12.12.6 No Professional Fees or Expenses.** No professional fees or expenses incurred by a Claimant will be paid by the Debtor, the Reorganized Debtor, the Trustee, or the Unknown Tort Claims Trustee regarding any Claim except as specified in this Plan or the Plan Documents.

**12.13 Reservation of Rights to Object to Claims Other Than Abuse Claims or Bond Claims.**

Unless a Claim is expressly described as an Allowed Claim under the Plan, or otherwise becomes an Allowed Claim before the Effective Date, upon the Effective Date, the Reorganized Debtor shall be deemed to have a reservation of any rights, interests and objections of the Debtor to any Claims and motions or requests for the payment of, or because of, Claims, whether administrative, priority, secured or unsecured (but not Abuse Claims or Bond Claims), whether under the Bankruptcy Code, other applicable law or contract. Subject to the Claims Objection Deadline, the Debtor's failure to object to any Claim in the Case shall be without prejudice to the Reorganized Debtor's rights to contest or otherwise defend against such Claim in the Bankruptcy Court in this Section when and if such Claim is sought to be enforced by the Holder of such Claim.

**12.14 Service of Objections.**

An objection to a Claim shall be deemed properly served on the Holder of such Claim if the objector effects service by any of the following methods: (i) under Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (ii) to the extent counsel for such Holder is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto; or (iii) by first class mail, postage prepaid, on any counsel that has appeared on the behalf of such Holder in the Case.

**12.15 Determination of Claims.**

From and after the Effective Date, any Claim (except for Abuse Claims or Bond Claims) as to which a Proof of Claim or motion or request for payment was timely filed in the Case or deemed timely filed by Final Order of the Bankruptcy Court, may be determined and (so long as such determination has not been stayed, reversed or amended and as to which determination (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending) liquidated under (i) a Final Order of the Bankruptcy Court, (ii) applicable bankruptcy law, (iii) agreement of the parties with no Bankruptcy Court approval, (iv) applicable non-bankruptcy law or (v) the lack of (a) an objection to such Claim, (b) an application to equitably subordinate such Claim and (c) an application to otherwise limit recovery regarding such Claim, filed by the Archdiocese or any other party in interest on or before any applicable deadline for filing such objection or application regarding such Claim. Any such Claim so determined and liquidated shall be deemed to be an Allowed Claim for such liquidated amount and shall be satisfied under the Plan. Nothing in this Section shall be or be deemed a waiver of any Claims, rights, interests, or Causes of Action that the Archdiocese may have against any Entity in connection with or arising out of any Claim or Claims, including any rights under 28 U.S.C. § 157. Notwithstanding the foregoing, no party in interest except the Trustee or a Non-Settling Insurer



may object to a Class 4 Abuse Claim, and no party in interest except the Unknown Tort Claim Trustee or a Non-Settling Insurer may object to a Class 7 Unknown Tort Claim.

#### **12.16 No Distributions Pending Allowance.**

No payments or Distributions will be made regarding all or any part of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim; *provided, however,* that if only a portion of such Claim is an Allowed Claim, the Reorganized Debtor may, in its discretion, make a Distribution because of the part of such Claim that is an Allowed Claim. Notwithstanding the foregoing, all Abuse Claims, whether or not constituting Disputed Claims, shall be treated as provided in the Trust Documents or the Unknown Tort Claims Trust Documents, as applicable, which shall in all respects govern Distributions on account of Abuse Claims.

#### **12.17 Claim Estimation.**

To effectuate Distributions under the Plan and avoid undue delay in the administration of the Case, the Archdiocese, after notice and a hearing (which notice may be limited to the Holder of such Disputed Claim), shall have the right to seek an Order of the Bankruptcy Court or the District Court under section 502(c) of the Bankruptcy Code, estimating or limiting, because of a Disputed Claim, the amount of (i) property that must be withheld from or reserved for distribution purposes because of such Disputed Claim(s), (ii) such Claim for allowance or disallowance purposes, or (iii) such Claim for any other purpose allowed under the Bankruptcy Code; *provided, however,* that the Bankruptcy Court or the District Court, as applicable, shall determine (i) whether such Claims are subject to estimation under section 502(c) of the Bankruptcy Code and (ii) the timing and procedures for such estimation proceedings, if any, such matters being beyond the scope of the Plan. Notwithstanding the foregoing, no party in interest except the Trustee or a Non-Settling Insurer may seek to estimate a Class 4 Abuse Claim, and no party in interest except the Unknown Tort Claim Trustee or a Non-Settling Insurer may seek to estimate a Class 7 Unknown Tort Claim.

#### **12.18 Timing of Distributions S/A/P Claims.**

On the Effective Date, the Reorganized Debtor shall establish the S/A/P Claims Reserve for all Disputed S/A/P Claims and Allowed S/A/P Claims not paid before the Effective Date. As soon as practicable after (and to the extent) that a Disputed S/A/P Claim becomes an Allowed S/A/P Claim, the Reorganized Debtor shall make a payment from the S/A/P Claims Reserve to the holder of such Claim in the Allowed amount of such Claim. After (and to the extent) a Disputed S/A/P Claim is determined not to be an Allowed S/A/P Claim, the part of the S/A/P Claims Reserve reserved for such Claim shall be released from the S/A/P Claims Reserve and distributed or retained by the Reorganized Debtor, as applicable, under the Plan.

#### **12.19 No Interest on Claims.**

Unless otherwise specifically provided for in the Plan (such as Section 6.3 with respect to the Bond Claims), the Confirmation Order, or a post-petition agreement in writing between the Archdiocese and a Holder of a Claim and approved by a Final Order of the Bankruptcy Court, post-petition interest shall not accrue or be paid on any Claim, and no Claimant shall be entitled

to interest accruing on or after the Petition Date on any Claim. In addition, and without limiting the foregoing or any other provision of the Plan, Confirmation Order, Trust Agreement, or Unknown Tort Claims Trust Agreement interest shall not accrue on or be paid on any Disputed Claim regarding the period from the Effective Date to the date a final Distribution is made when and if such Disputed Claim becomes an Allowed Claim.

#### **12.20 Withholding Taxes.**

The Archdiocese and the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions under the Plan shall be subject to any such withholding and reporting requirements. As a condition to making any distribution under the Plan, the Archdiocese and/or the Reorganized Debtor 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.

#### **12.21 Closing of the Case.**

As soon as practicable after the Effective Date, when the Reorganized Debtor deems appropriate, the Reorganized Debtor will seek authority from the Bankruptcy Court to close the Case under the Bankruptcy Code and the Bankruptcy Rules; *provided, however*, that entry of a final decree closing the Case shall, whether or not specified therein, be without prejudice to the right of the Archdiocese, the Reorganized Debtor, the Trustee, the Unknown Tort Claim Trustee, or any other party in interest to reopen the Case for any matter over which the Bankruptcy Court or the U.S. District Court for the Eastern District of Louisiana has retained jurisdiction under this Plan. Any order closing this Case will provide that the Bankruptcy Court or the U.S. District Court for the Eastern District of Louisiana, as appropriate, will retain (a) jurisdiction to enforce, by injunctive relief or otherwise, the Confirmation Order, any other orders entered in this Case, and the obligations created by this Plan and the Plan Documents; and (b) all other jurisdiction and authority granted to it under this Plan and the Plan Documents.

#### **12.22 No De Minimis Distributions.**

Notwithstanding anything to the contrary in this Plan, no cash payment of less than \$100 will be made by the Reorganized Debtor, the Trustee, or the Unknown Tort Claim Trustee, as applicable, to any Holder of an Allowed Claim. No consideration will be provided in lieu of the de minimis distributions not made under this Section. Allowed Claims entitled to a Pro Rata Distribution of less than \$100 shall continue to accrue until the Pro Rata Distribution because of such Claim will be \$100 or more.

#### **12.23 Manner of Cash Payments.**

Cash payments to domestic Claimants will be denominated in U.S. dollars and will be made by checks drawn on a domestic bank selected by the Reorganized Debtor, the Trustee, or the Unknown Tort Claim Trustee, as applicable, or at the Reorganized Debtor's, the Trustee's, or the Unknown Tort Claim Trustee's option, by wire transfer from a domestic bank. Cash payments to foreign Claimants may be paid, at the Reorganized Debtor's, the Trustee's, or the Unknown Tort

Claim Trustee's option, either in the same manner as payments to domestic entities or in any funds and by any means that are necessary or customary in the particular foreign jurisdiction.

### SECTION XIII LITIGATION

#### 13.1 Preservation of Avoidance Rights and Causes of Action for the Benefit of the Trust.

On the Effective Date, the Debtor, the Estate, and/or the Committee shall, with no further act required by any Entity, transfer and assign, and shall be deemed to have transferred and assigned, to the Trustee and the Trust all Avoidance Rights and the Causes of Action listed on **Exhibit J** not otherwise released, time-barred, compromised, enjoined, or discharged under the Plan as of the Effective Date. With respect to the Avoidance Rights and the Causes of Action set forth on **Exhibit J**, the Trustee, on behalf of the Trust, shall retain the Avoidance Rights and such Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal, including, without limitation, the Bankruptcy Court. On and after the Effective Date, the Trustee, on behalf of the Trust, shall have the exclusive right, authority, standing, and discretion to institute, prosecute, abandon, settle, or compromise any of the Avoidance Rights and the Causes of Action set forth on **Exhibit J** without obtaining Bankruptcy Court approval. To the extent the Debtor or the Committee is the named plaintiff in any pending action, suit, litigation, or proceeding with respect to any such vested Cause of Action or Avoidance Right, the Trustee may be substituted as the named plaintiff as of the Effective Date without additional notice to the parties in any such action, suit, or proceeding, and neither the Debtor, the Reorganized Debtor, any Other Insured Entity, nor any other Entity may object to, dispute, or otherwise challenge in any way the Trustee's standing, on behalf of the Trust, to institute, prosecute, abandon, settle, or compromise the Avoidance Rights or the Causes of Action appearing on **Exhibit J**.

The Debtor, the Reorganized Debtor, any Participating Party, and any Related Parties of the Debtor, the Reorganized Debtor, and any Participating Party shall, at all times and at their own expense, cooperate with the Trustee and the Trust in connection with any action, suit, litigation, or other proceeding concerning, related to, or brought in pursuit of the Avoidance Rights and Causes of Action transferred and assigned to the Trust and the Trustee. Such cooperation shall include, without limitation, providing documents requested by the Trustee, making the Debtor, the Reorganized Debtor, any Participating Party, and/or Related Parties of any of them available for interview, deposition, and testimony, and otherwise complying with the Trustee's requests for assistance in connection with such Avoidance Rights and Causes of Action.

Prior to the Effective Date, the Committee shall have standing to, and may, institute, prosecute, abandon, settle, or compromise any of the Avoidance Rights or the Causes of Action set forth on **Exhibit J** notwithstanding (i) any applicable law or provision requiring the Committee to first seek relief from the Bankruptcy Court to obtain such standing or (ii) any provisions limiting the Committee's standing in any tolling or similar agreement (including any and all amendments, modifications, and extensions thereto) executed by and/or among the Debtor, the Committee, the Non-Debtor Affiliates, and the Commercial Committee (including without limitation that certain *Tolling Agreement* approved by the Bankruptcy Court pursuant to its *Order Approving Tolling Agreement* [ECF No. 1406] filed in the Case on April 1, 2022, and as further extended by the

Bankruptcy Court's March 15, 2023 *Order* [ECF No. 2154] and its March 1, 2024 *Order* [ECF No. 2883]). Neither the Debtor, the Reorganized Debtor, any Other Insured Entity, nor any other Entity may object to, dispute, or otherwise challenge in any way the Committee's standing to institute, prosecute, abandon, settle, or compromise the Avoidance Rights or the Causes of Action appearing on **Exhibit J** (which shall, as provided in the preceding paragraph, vest in the Trust on the Effective Date, after which the Trustee may, on behalf of the Trust, continue to prosecute, abandon, settle, or compromise in its discretion after the Effective Date and for which the Trustee may be substituted for the Committee as the named plaintiff without additional notice to the parties in any such action, suit, or proceeding). The Committee, the Trust, and the Trustee shall have no duty or obligation to (i) notify any Entity (including without limitation the Debtor or the Reorganized Debtor) or (ii) file any motion or other pleading in any court or other tribunal (including, without limitation, the Bankruptcy Court) before commencing any litigation, suit, action, or other proceeding with respect to the Avoidance Rights and/or the Causes of Action set forth on **Exhibit J**, with all such duties and obligations, if any, waived, released, and otherwise extinguished under the Plan.

### 13.2 Preservation of Causes of Action for the Benefit of the Debtor

The Reorganized Debtor shall retain and exclusively enforce the Debtor's Causes of Action not set forth on **Exhibit J**, whether arising before or after the Petition Date, in any court or other tribunal, including, without limitation, the Bankruptcy Court. The Reorganized Debtor shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any such Causes of Action, without obtaining Bankruptcy Court approval.

### 13.3 Portfolio Litigation.

**13.3.1 Under the Litigation Only Alternative.** Under the Litigation Only Alternative, the Committee (or, if after the Effective Date, the Trustee) may file, initiate, institute, and/or prosecute an adversary proceeding in the Bankruptcy Court against the Reorganized Debtor, the Non-Debtor Affiliates, and/or any other Entity asserting any right, Claim, or interest in the Portfolios that seeks to have the Bankruptcy Court declare, deem, characterize, hold, and/or determine that one or both Portfolios constitute property of the Debtor, the Estate, and/or the Reorganized Debtor, with the Committee's (and/or the Trustee's) rights and claims asserted in such a proceeding regarding the Portfolios constituting a Cause of Action (as set forth on **Exhibit J**) transferred and assigned to the Trust and the Trustee (the "**Portfolio Adversary Proceeding**").

If the Bankruptcy Court in the Portfolio Adversary Proceeding holds, deems, characterizes, or otherwise determines that one or both Portfolios (or a portion thereof) constitute property of the Debtor, the Estate, and/or the Reorganized Debtor, whether pursuant to a Final Order, award, judgment, relief, liquidation, or other determination or the parties to the Portfolio Adversary Proceeding agree, stipulate, compromise, or otherwise determine that that one or both Portfolios (or a portion thereof) constitute property of the Debtor, the Estate, and/or the Reorganized Debtor, then the portion of the Portfolios that so constitutes (or is determined to constitute) property of the Debtor, the Estate, and/or the Reorganized Debtor (whether of Portfolio A, of Portfolio B, or both—up to the then full amount of such Portfolios) is, and shall be made, available for further Distribution (i) to the Class 4 Abuse Claims of the Abuse Claimants and (ii) to the Portfolio Claims, if any, of the Non-Debtor Affiliates or other Entities party to the Portfolio

Adversary Proceeding arising because of the characterization, recharacterization, and/or determination of the Portfolios to be property of the Debtor, the Estate, and/or the Reorganized Debtor. In order to determine the amount of such Distributions, the Committee (or, after the Effective Date, the Trustee) shall seek a Final Order of the Bankruptcy Court or the District Court under section 502(c) of the Bankruptcy Code, estimating: (i) the total, aggregate amount of all Class 4 Abuse Claims held by Abuse Claimants, (ii) the total, aggregate amount of all Portfolio A Claims (if any) held by the Non-Debtor Affiliates and/or such other Entities, and (iii) the total, aggregate amount of all Portfolio B Claims (if any) held by the Non-Debtor Affiliates and/or such other Entities (with any such Portfolio Claims remaining subject to objection by the Committee or, if after the Effective Date, the Trust in the Portfolio Adversary Proceeding).

After estimating the total amounts of all these Claims, the Bankruptcy Court shall, pursuant to a Final Order, order the Debtor or the Reorganized Debtor to transfer and assign to the Trust a percentage portion of the Portfolios constituting property of the Debtor, the Reorganized Debtor, or the Estate equal to the ratio that (i) the total, aggregate amount of the estimated Class 4 Abuse Claims bears to (ii) the total aggregate amount of both the estimated Class 4 Abuse Claims and the estimated Portfolio Claims (if any).

The portion of Portfolios transferred to the Trust shall be Distributed to Holders of Class 4 Abuse Claims as provided under this Plan and the Trust Documents. The balance of Portfolio A and/or Portfolio B that remains in the Debtor, the Estate, or the Reorganized Debtor after the transfer to the Trust shall be allocated for Distribution to Allowed Portfolio A Claims and Allowed Portfolio B Claims, respectively, (if any) as provided in Section 7.5.

**13.3.2 Under the Full Settlement Alternative or Partial Settlement Alternative.** Under the Full Settlement Alternative or the Partial Settlement Alternative, the Committee (or, if after the Effective Date, the Trustee) shall not file, initiate, or otherwise pursue the Portfolio Adversary Proceeding and shall be deemed to waive, release, settle, discharge, and compromise the Cause of Action to declare, deem, characterize, hold, and/or determine that one or both Portfolios constitute property of the Debtor, the Estate, and/or the Reorganized Debtor described in Section 13.3.1.

## **SECTION XIV CONDITIONS PRECEDENT**

### **14.1 Conditions to Effectiveness.**

The Effective Date will occur when each of the following conditions have been satisfied or waived under Section 14.2:

(a) The Bankruptcy Court shall have entered a Final Order or Final Orders approving all settlement agreements involving the Participating Parties and Settling Insurers (for agreements executed before the Confirmation Date) and any appropriate judgments consistent therewith, in form and substance reasonably acceptable to each party, and no stay of such Orders shall be in effect;

(b) the Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Committee and no stay of such Order shall be in effect;

(c) The Unknown Tort Claims Trustee and the Debtor have signed the Unknown Tort Claims Trust Agreement;

(d) The Trustee and the Debtor have signed the Trust Agreement; and

(e) The Debtor, the Participating Parties (if applicable), and the Settling Insurers (if applicable) have made the transfers to the Trust described in Section 9.2.1 Section 9.2.2 and Section 9.2.3.

#### **14.2 Waiver of Conditions.**

Any condition in Section 14.1 may be waived by the mutual written consent of the Proponent, the Debtor, and the Participating Parties.

#### **14.3 Non-Occurrence of Effective Date.**

Subject to further order of the Bankruptcy Court, if the Effective Date does not occur within ninety (90) days after entry of a Final Order confirming the Plan, the Plan shall become null and void. The Debtor shall file a statement with the Court in the Case no later than three (3) Business Days after either the occurrence of the Effective Date or the occurrence of any event that renders the Plan null and void.

### **SECTION XV EFFECTS OF PLAN CONFIRMATION AND DISCHARGE**

#### **15.1 DISCHARGE.**

**Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date under section 1141(d) of the Bankruptcy Code, the Archdiocese will be discharged from all liability for any and all Claims, known or unknown, whether or not giving rise to a right to payment or an equitable remedy, that arose, directly or indirectly, from any action, inaction, event, conduct, circumstance, happening, occurrence, agreement, or obligation of the Debtor or the Debtor's Representatives before the Confirmation Date, or that otherwise arose before the Confirmation Date, including all interest, if any, on any such Claims, whether such interest accrued before or after the date of commencement of this Case, and including, without limitation, all Claims based upon or arising out of an Abuse Claim and from any liability of the kind specified in sections 502(g), 502(h), and 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim is filed or is deemed filed under section 501 of the Bankruptcy Code; (b) such Claim is Allowed under this Plan; or (c) the Holder of such Claim has accepted or rejected this Plan. The discharge granted to the Debtor under the Plan does not affect, diminish, or impair any Claims against the Archdiocese and/or the Reorganized Debtor resulting from a breach of the Archdiocese's or an Other Insured Entity's obligations and duties under a Non-Settling Insurance Policy.**

To preserve coverage under any Non-Settling Insurance Policy, Abuse Claimants specifically reserve, and do not release, any Claims they may have against the Archdiocese, the Reorganized Debtor, or any Other Insured Entity that implicate Insurance Coverage under any Non-Settling Insurance Policy, but recovery is limited to the Trust or the Unknown Tort Claims Trust (as the case may be), to the proceeds of the Non-Settling Insurance Policy, and to all other damages (including Extra-Contractual Claims), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of its conduct regarding Insurance Coverage for, or defense or settlement of, any Abuse Claim; and recoveries for any such judgments or awards will be limited to the Non-Settling Insurer and the Trust or the Unknown Tort Claims Trust (as the case may be) in accordance with the Plan, the Trust Documents, and the Unknown Tort Claims Trust Documents and not at any time against (i) the Archdiocese, (ii) the Reorganized Debtor, (iii) any Participating Party, (iv) any property or interest in property of the Archdiocese, the Reorganized Debtor, or any Participating Party, beyond available Insurance Recoveries. The Abuse Claims will not be released as against the Archdiocese, the Reorganized Debtor, or any Other Insured Entity for any Abuse that may be covered under any Non-Settling Insurance Policies until (i) such Claims are settled with the Archdiocese, the Reorganized Debtor, an Other Insured Entity, and the Non-Settling Insurer issuing such Non-Settling Insurance Policy or (ii) such Claims are fully adjudicated, resolved, and subject to Final Order, with recovery for all discharged Claims in accordance with such Non-Settling Insurance Policy.

Abuse Claimants shall be permitted to name the Archdiocese, the Reorganized Debtor, or any Other Insured Entity in any Abuse Litigation or other proceeding to resolve whether the Archdiocese, the Reorganized Debtor, or any Other Insured Entity has liability for Abuse Claims and the amount of any such liability, solely for the purpose of obtaining Insurance Coverage from Non-Settling Insurers under Non-Settling Insurance Policies. The discharge hereunder does not apply to, and shall not limit in any way, the obligations of, Non-Settling Insurers to defend and pay, the Archdiocese's, the Reorganized Debtor's, or any Other Insured Entity's liability for Abuse Claims under any Non-Settling Insurance Policy.

Notwithstanding any provision of the Plan, if any Non-Settling Insurer is released of its duty to defend and/or indemnify the Archdiocese, the Reorganized Debtor, or any Other Insured Entity due, in whole or in part, to the Archdiocese's, the Reorganized Debtor's, or an Other Insured Entity's breach of its obligations and duties under a Non-Settling Insurance Policy, the Archdiocese, the Reorganized Debtor, and such Other Insured Entity shall be liable for any alleged breach causing a loss of Insurance Coverage and the Archdiocese and the Reorganized Debtor shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and this Plan shall be null and void.

Nothing in the Plan, the Confirmation Order, or sections 524 or 1141 of the Bankruptcy Code shall prohibit any Entity from naming the Archdiocese or the Reorganized Debtor as a necessary party in any suit, action, litigation, or other proceeding against an Other Insured Entity that is not a Participating Party to the extent such suit, action, litigation, or other proceeding seeks to pursue, prosecute or recover a Claim against property

or assets to which the Debtor or the Reorganized Debtor only holds legal title or interest and for which such Other Insured Entity is the true, substantive, and equitable owner of such property or assets.

**NOTHING CONTAINED IN THIS PLAN, THE CONFIRMATION ORDER, OR SECTIONS 524 OR 1141 OF THE BANKRUPTCY CODE SHALL CONSTITUTE A RELEASE OR DISCHARGE OF ANY ABUSE CLAIM AGAINST (A) A NATURAL PERSON HAVING COMMITTED AN ACT OR ACTS OF ABUSE RESULTING IN A CLAIM AGAINST THE DEBTOR, A PARTICIPATING PARTY, OR A SETTLING INSURER, (B) A SUCCESSOR OR PREDECESSOR OF THE DEBTOR TO THE EXTENT OF SUCH SUCCESSOR'S OR PREDECESSOR'S INDEPENDENT LIABILITY FOR AN ACT OR ACTS OF ABUSE, (C) AND THE HOLY SEE.**

**FOR AVOIDANCE OF DOUBT, EXCEPT AS REQUIRED BY THE INSURANCE POLICIES OF NON-SETTLING INSURERS, THE DEBTOR MAY ELECT NOT TO DEFEND ANY ABUSE LITIGATION THAT IS AUTHORIZED TO BE PROSECUTED AGAINST THE DEBTOR PURSUANT TO THIS PLAN. ANY JUDGMENT OBTAINED IN ABUSE LITIGATION AGAINST THE DEBTOR (I) SHALL BE LIMITED TO OTHER INSURED ENTITIES THAT ARE NOT PARTICIPATING PARTIES (IF ANY) AND INSURANCE RECOVERIES FROM NON-SETTLING INSURERS, (II) SHALL BE PAID IN ACCORDANCE WITH THE PLAN AND EITHER THE TRUST ALLOCATION PROTOCOL OR THE UNKNOWN TORT CLAIMS TRUST ALLOCATION PROTOCOL (AS APPLICABLE), AND (III) SHALL BE FULLY ENFORCEABLE SOLELY AGAINST AN OTHER INSURED ENTITY THAT IS NOT A PARTICIPATING PARTY (IF ANY), A NON-SETTLING INSURER, AND/OR ANY NON-SETTLING INSURANCE POLICY.**

#### **15.2 SCOPE OF DISCHARGE.**

**Section 15.1 does not apply to (a) the obligations of any Non-Settling Insurers for any Claims; (b) the obligations arising under any settlement agreement among the Debtor, the Reorganized Debtor, any Participating Party, and/or any Settling Insurer (including the Debtor's or Reorganized Debtor's indemnification obligations, if any), which are not and will not be discharged; (c) the performance by the Reorganized Debtor of any and all obligations due to the Non-Settling Insurers under the Non-Settling Insurance Policies with respect to any Abuse Claim; (d) Claims against property or assets to which the Debtor or the Reorganized Debtor only holds legal title or interest and for which another Entity is the true, substantive, and equitable owner of such property or assets; (e) a Natural Person having committed an act or acts of Abuse resulting in a Claim against the Debtor, a Participating Party, or a Settling Insurer; (f) a successor or predecessor of the Debtor to the extent of such successor's or predecessor's independent liability for an act or acts of Abuse; and (g) the Holy See.**

#### **15.3 POSTPETITION ABUSE CLAIMS.**

**Except to the extent provided for in a settlement agreement with a Participating Party or a Settling Insurer, Abuse Claims arising or occurring after the Petition Date will not (i)**



**be discharged, released, or impaired as against the Debtor, the Reorganized Debtor, or an Other Insured Entity or (ii) be the subject to the Channeling Injunctions.**

#### **15.4 Vesting of Assets.**

Under sections 1141 and 1123(a)(5) of the Bankruptcy Code, and except as otherwise provided in the Plan or the Confirmation Order, the Revested Assets on the Effective Date shall be free and clear of all liens, Claims, and interests of Claimants, including Claims based on successor liability. On and after the Effective Date, the Reorganized Debtor may operate and manage its affairs and may use, acquire, and dispose of property without notice to any Entity, and without supervision or approval by the Bankruptcy Court and free of any restrictions imposed by the Bankruptcy Code, Bankruptcy Rules, or the Bankruptcy Court, other than those restrictions imposed by the Plan or the Confirmation Order.

#### **15.5 Continued Existence of Reorganized Debtor.**

The Debtor will, as the Reorganized Debtor, continue to exist after the Effective Date as a separate Entity under the applicable laws of the State of Louisiana, 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.

#### **15.6 EXCULPATION AND LIMITATION OF LIABILITY FOR EXCULPATED PARTIES AND OTHER ENTITIES.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN AND TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE EXCULPATED PARTIES WILL NEITHER HAVE NOR INCUR ANY LIABILITY TO, NOR BE SUBJECT TO ANY CLAIM OR RIGHT OF ACTION BY, ANY CLAIMANT OR OTHER ENTITY FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH, RELATING TO, OR ARISING DURING THE CASE FOR THE PERIOD FROM THE PETITION DATE THROUGH THE EFFECTIVE DATE, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON THE EXERCISE OF THE EXCULPATED PARTIES' BUSINESS JUDGMENT, THE PERFORMANCE OF THEIR RESPECTIVE FIDUCIARY OBLIGATIONS, THE FILING AND PURSUIT OF CONFIRMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN, THE TRUST, OR THE UNKNOWN TORT CLAIMS TRUST OTHER THAN (i) LIABILITY OR CLAIMS FOR ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE BY AN EXCULPATED PARTY AND (ii) ANY LIABILITY OR CLAIMS ASSERTED AGAINST THE ARCHDIOCESE BASED ON, ARISING FROM, OR RESULTING FROM A BREACH OF THE ARCHDIOCESE'S OR A PARTICIPATING PARTIES' OBLIGATIONS OR DUTIES UNDER A NON-SETTLING INSURANCE POLICY OCCURRING AFTER THE CONFIRMATION DATE. FOR PURPOSES OF THE EXCULPATIONS SET FORTH IN THIS SECTION, THE EXCULPATED PARTIES MAY REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN OR IN THE CONTEXT**

**OF THE CASE. NOTWITHSTANDING THE FOREGOING , THIS SECTION AND THE DEFINITION OF “EXCULPATED PARTIES” SHALL NOT, DIRECTLY OR INDIRECTLY, INURE TO OR FOR THE BENEFIT OF (I) A NATURAL PERSON HAVING COMMITTED AN ACT OR ACTS OF ABUSE RESULTING IN A CLAIM AGAINST THE DEBTOR, A PARTICIPATING PARTY, OR A SETTLING INSURER; (II) A SUCCESSOR OR PREDECESSOR OF THE DEBTOR TO THE EXTENT OF SUCH SUCCESSOR’S OR PREDECESSOR’S INDEPENDENT LIABILITY FOR AN ACT OR ACTS OF ABUSE, (III) THE HOLY SEE, OR (IV) ANY NON-SETTLING INSURER.**

**IF THE TRUST ASSERTS THAT THE ARCHDIOCESE OR THE REORGANIZED DEBTOR HAS BREACHED DUTIES OR OBLIGATIONS UNDER ANY NON-SETTLING INSURANCE POLICY THAT RESULTS IN A LOSS OF INSURANCE COVERAGE, THE TRUST SHALL NOTIFY THE ARCHDIOCESE OR THE REORGANIZED DEBTOR OF SUCH ALLEGED BREACH AND PROVIDE THE ARCHDIOCESE OR THE REORGANIZED DEBTOR WITH AN OPPORTUNITY TO CURE ITS ALLEGED BREACH IF THE ARCHDIOCESE OR THE REORGANIZED DEBTOR ARE ENTITLED TO RECEIVE SUCH A NOTICE AND OPPORTUNITY TO CURE UNDER THE APPLICABLE NON-SETTLING INSURANCE POLICY; *PROVIDED FURTHER*, THAT THE ARCHDIOCESE AND THE REORGANIZED DEBTOR SHALL HAVE NO LIABILITY FOR ANY SUCH ALLEGED BREACH EXCEPT TO THE EXTENT THAT (I) THE BREACH RELATES TO THE CONDUCT OF THE REORGANIZED DEBTOR AFTER THE EFFECTIVE DATE AND (II) THE ARCHDIOCESE OR THE REORGANIZED DEBTOR HAS NOT COMPLIED WITH ITS CONTINUING OBLIGATIONS TO THE NON-SETTLING INSURERS UNDER THE NON-SETTLING INSURANCE POLICIES WITH RESPECT TO ANY ABUSE CLAIM.**

**THE EXCULPATED PARTIES, THE REORGANIZED DEBTOR, THE TRUST, THE TRUSTEE, THE UNKNOWN TORT CLAIMS TRUST, AND THE UNKNOWN TORT CLAIMS TRUSTEE SHALL HAVE NO LIABILITY TO ANY ENTITY ON ACCOUNT OF, RELATED TO, OR ARISING FROM DISTRIBUTIONS MADE TO AN ABUSE CLAIMANT, INCLUDING BUT NOT LIMITED TO LIABILITY UNDER THE MEDICARE SECONDARY PAYER ACT.**

#### **15.7 EFFECTIVE DATE INJUNCTIONS.**

**On the Effective Date, the injunctions provided for in this Plan shall be deemed issued, entered, valid, and enforceable according to their terms. The injunctions shall be permanent and irrevocable and may only be modified by the Bankruptcy Court.**

#### **15.8 CHANNELING INJUNCTION PREVENTING PROSECUTION OF ABUSE CLAIMS AGAINST PARTICIPATING PARTIES**

##### **15.8.1 APPLICABILITY.**

**(a) THIS SECTION 15.8 IS ONLY APPLICABLE UNDER THE FULL OR PARTIAL SETTLEMENT ALTERNATIVE.**

**(b) THIS PARTICIPATING PARTIES CHANNELING INJUNCTION DOES NOT APPLY TO, RESTRAIN, OR ENJOIN ANY ABUSE CLAIMANT HOLDING AN ABUSE CLAIM THAT WOULD OTHERWISE QUALIFY AS A CHANNELED CLAIM, OR RESTRAIN OR ENJOIN THE PROSECUTION OF ANY ABUSE CLAIM HELD BY SUCH ABUSE CLAIMANT, UNLESS SUCH ABUSE CLAIMANT (i) TIMELY VOTES TO ACCEPT THE PLAN BY THE DATE SET FOR VOTING TO ACCEPT OR REJECT THE PLAN AND (ii) TIMELY OPTS-IN TO THIS CHANNELING INJUNCTION AND THE WAIVERS, SETTLEMENTS, AND RELEASES CONTAINED IN THIS PLAN BY RETURNING THE EXECUTED OPT-IN DOCUMENTS TO THE DEBTOR'S CLAIMS AGENT BY THE DATE SET FOR VOTING TO ACCEPT OR REJECT THE PLAN. IF AN ABUSE CLAIMANT FAILS TO TIMELY PERFORM BOTH ACTIONS, THEN THE CHANNELING INJUNCTION SET FORTH HEREIN SHALL BE INEFFECTIVE AND VOID AS TO SUCH ABUSE CLAIMANT AND ITS ABUSE CLAIM; PROVIDED HOWEVER AND FOR PURPOSES OF CLARITY, THAT ALL OTHER PROVISIONS OF THIS PLAN APPLICABLE TO SUCH ABUSE CLAIMANT AND ITS ABUSE CLAIM SHALL CONTINUE TO APPLY TO, IMPAIR, GOVERN, OR OTHERWISE AFFECT SUCH ABUSE CLAIMANT AND ITS ABUSE CLAIM, AS PROVIDED UNDER THE PLAN, THE CONFIRMATION ORDER, THE BANKRUPTCY CODE, AND ANY APPLICABLE LAW.**

**15.8.2 IN CONSIDERATION OF THE UNDERTAKINGS OF THE PARTICIPATING PARTIES, PURSUANT TO THEIR RESPECTIVE SETTLEMENTS WITH THE DEBTOR OR THE TRUSTEE, THE FUNDING OF THE TRUST, OTHER CONSIDERATION, AND TO FURTHER PRESERVE AND PROMOTE THE AGREEMENTS BETWEEN AND AMONG THE PARTICIPATING PARTIES, THE DEBTOR, THE REORGANIZED DEBTOR, THE TRUSTEE, AND THE UNKNOWN TORT CLAIMS TRUSTEE, AND THE PROTECTIONS AFFORDED THE PARTICIPATING PARTIES, AND PURSUANT TO SECTIONS 105, 1123, AND 1129 OF THE BANKRUPTCY CODE, AND SUBJECT TO SUBSECTION 15.8.1 REGARDING THE APPLICABILITY OF THIS CHANNELING INJUNCTION AND ALL OTHER PROVISIONS OF THE PLAN, AND EXCEPT AS OTHERWISE PROVIDED IN THE PLAN:**

**(a) ALL CHANNELED CLAIMS AGAINST PARTICIPATING PARTIES ARE CHANNELED INTO THE TRUST; AND**

**(b) ALL ENTITIES THAT HAVE HELD OR ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT, ANY CHANNELED CLAIM ARE HEREBY PERMANENTLY STAYED, ENJOINED, BARRED, AND RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, FOR THE PURPOSES OF ASSERTING, ENFORCING, OR ATTEMPTING TO ASSERT OR ENFORCE ANY CHANNELED CLAIM, INCLUDING:**

**(i) COMMENCING OR CONTINUING IN ANY MANNER ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND WITH**

**RESPECT TO ANY CHanneled CLAIM AGAINST ANY PARTICIPATING PARTY, AGAINST ANY RELATED PARTY OF ANY PARTICIPATING PARTY, OR AGAINST ANY PROPERTY OR ASSETS OF ANY PARTICIPATING PARTY;**

**(ii) ENFORCING, ATTACHING, COLLECTING OR RECOVERING, BY ANY MANNER OR MEANS, FROM ANY PARTICIPATING PARTY OR FROM THE PROPERTY OR ASSETS OF ANY PARTICIPATING PARTY, WITH RESPECT TO ANY CHanneled CLAIM, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY PARTICIPATING PARTY;**

**(iii) CREATING, PERFECTING OR ENFORCING ANY LIEN OF ANY KIND AGAINST ANY PARTICIPATING PARTY OR THE PROPERTY OR ASSETS OF ANY PARTICIPATING PARTY WITH RESPECT TO ANY SUCH CHanneled CLAIM (EXCEPT AS OTHERWISE PROVIDED IN THE PLAN); AND**

**(iv) ASSERTING, IMPLEMENTING, OR EFFECTUATING ANY CHanneled CLAIM AGAINST:**

- (1) ANY OBLIGATION DUE ANY PARTICIPATING PARTY;**
- (2) ANY PARTICIPATING PARTY; OR**
- (3) THE PROPERTY OF ANY PARTICIPATING PARTY OR WITH RESPECT TO ANY CHanneled CLAIM.**

**15.8.3 ANY INJUNCTION CONTAINED IN A BANKRUPTCY-COURT APPROVED AGREEMENT WITH A PARTICIPATING PARTY IS INCORPORATED INTO THE PLAN BY REFERENCE, IS DEEMED FULLY SET FORTH IN THIS PLAN, AND IS IN ADDITION TO THE CHANNELING INJUNCTION. ANY DIFFERENCES BETWEEN THIS CHANNELING INJUNCTION AND THE INJUNCTION(S) DEEMED SET FORTH BY THIS SECTION ARE NOT INTENDED TO AFFECT, DIMINISH, OR IMPAIR THE INJUNCTION(S) INCORPORATED HEREIN AND CONTAINED IN SUCH AGREEMENT.**

**15.8.4 NOTWITHSTANDING ANY PROVISION OF THIS PLAN, THE FOREGOING CHANNELING INJUNCTION PREVENTING PROSECUTION OF CHanneled CLAIMS PROVIDES ABSOLUTELY NO PROTECTION WHATSOEVER TO (I) A NATURAL PERSON HAVING COMMITTED AN ACT OR ACTS OF ABUSE RESULTING IN A CLAIM AGAINST THE DEBTOR, A PARTICIPATING PARTY, OR A SETTLING INSURER; (II) THE HOLY SEE, (III) ANY PERSON OR ENTITY ON ACCOUNT OF CLAIMS EXCEPTED FROM THE EXCULPATION UNDER SECTION 15.6, OR (IV) ANY NON-SETTLING INSURER.**

**15.8.5 TO THE EXTENT NOT OTHERWISE ENJOINED IN SECTION 15.8, ASSERTION AND ENFORCEMENT OF CHanneled CLAIMS, AND ANY ATTEMPT TO ASSERT OR ENFORCE SUCH CLAIMS, BY ANY ENTITY, AGAINST A PARTICIPATING PARTY IS HEREBY PERMANENTLY STAYED, ENJOINED, BARRED, AND RESTRAINED, SUBJECT TO THE APPLICABILITY OF THIS CHANNELING INJUNCTION, AS SET FORTH IN SECTION 15.8.1.**

**15.8.6 THE FOREGOING CHANNELING INJUNCTION IS NOT INTENDED TO AFFECT, DIMINISH, OR IMPAIR THE RIGHTS OF ANY ABUSE CLAIMANT TO NAME THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR ANY OTHER INSURED ENTITY IN ANY ABUSE LITIGATION OR OTHER PROCEEDING TO RESOLVE WHETHER THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR ANY OTHER INSURED ENTITY HAS LIABILITY FOR ABUSE CLAIMS AND THE AMOUNT OF ANY SUCH LIABILITY, SOLELY FOR THE PURPOSE OF OBTAINING INSURANCE COVERAGE FROM NON-SETTLING INSURERS UNDER NON-SETTLING INSURANCE POLICIES. THIS CHANNELING INJUNCTION DOES NOT APPLY TO, AND SHALL NOT LIMIT IN ANY WAY, THE OBLIGATIONS OF, NON-SETTLING INSURERS TO DEFEND AND PAY, THE ARCHDIOCESE'S, THE REORGANIZED DEBTOR'S, OR ANY OTHER INSURED ENTITY'S LIABILITY FOR ABUSE CLAIMS UNDER ANY NON-SETTLING INSURANCE POLICY.**

**15.9 CHANNELING INJUNCTION PREVENTING PROSECUTION OF ABUSE CLAIMS AGAINST SETTLING INSURERS.**

**15.9.1 APPLICABILITY.**

**THIS SECTION IS ONLY APPLICABLE UNDER THE FULL OR PARTIAL SETTLEMENT ALTERNATIVE.**

**15.9.1 IN CONSIDERATION OF THE UNDERTAKINGS OF THE SETTLING INSURERS, PURSUANT TO THEIR RESPECTIVE SETTLEMENTS WITH THE DEBTOR OR THE TRUSTEE, THE FUNDING OF THE TRUST, OTHER CONSIDERATION, AND TO FURTHER PRESERVE AND PROMOTE THE AGREEMENTS BETWEEN AND AMONG THE SETTLING INSURERS, THE DEBTOR, THE REORGANIZED DEBTOR, THE TRUSTEE, AND THE UNKNOWN TORT CLAIMS TRUSTEE, AND THE PROTECTIONS AFFORDED THE SETTLING INSURERS AND PURSUANT TO SECTIONS 105, 363, 1123, AND 1129 OF THE BANKRUPTCY CODE, AND SUBJECT TO THE PROVISIONS OF THE PLAN AND EXCEPT AS OTHERWISE PROVIDED IN THE PLAN:**

**(a) ANY AND ALL CHanneled CLAIMS AGAINST THE SETTLING INSURERS ARE CHanneled INTO THE TRUST; AND**

**(b) ALL ENTITIES THAT HAVE HELD OR ASSERTED, HOLD OR ASSERT, OR MAY IN THE FUTURE HOLD OR ASSERT, ANY CHanneled CLAIM ARE HEREBY PERMANENTLY STAYED, ENJOINED, BARRED, AND**

**RESTRAINED FROM TAKING ANY ACTION, DIRECTLY OR INDIRECTLY, FOR THE PURPOSES OF ASSERTING, ENFORCING, OR ATTEMPTING TO ASSERT OR ENFORCE ANY CHANNELED CLAIM, INCLUDING:**

**(i) COMMENCING OR CONTINUING IN ANY MANNER ANY SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND WITH RESPECT TO ANY CHANNELED CLAIM AGAINST ANY SETTLING INSURER, AGAINST ANY RELATED PARTY OF ANY SETTLING INSURER, OR AGAINST ANY PROPERTY OR ASSETS OF A SETTLING INSURER;**

**(ii) ENFORCING, ATTACHING, COLLECTING OR RECOVERING, BY ANY MANNER OR MEANS, FROM ANY SETTLING INSURER OR FROM THE PROPERTY OR ASSETS OF ANY PARTICIPATING PARTY, WITH RESPECT TO ANY CHANNELED CLAIM, ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY SETTLING INSURER;**

**(iii) CREATING, PERFECTING OR ENFORCING ANY LIEN OF ANY KIND AGAINST ANY SETTLING INSURER OR THE PROPERTY OR ASSETS OF ANY SETTLING INSURER WITH RESPECT TO ANY SUCH CHANNELED CLAIM (EXCEPT AS OTHERWISE PROVIDED IN THE PLAN); AND**

**(iv) ASSERTING, IMPLEMENTING, OR EFFECTUATING ANY CHANNELED CLAIM AGAINST:**

- (1) ANY OBLIGATION DUE ANY SETTLING INSURER;**
- (2) ANY SETTLING INSURER; OR**
- (3) THE PROPERTY OF ANY SETTLING INSURER OR WITH RESPECT TO ANY CHANNELED CLAIM.**

**15.9.2 FOR PURPOSES OF THIS SETTLING INSURER CHANNELING INJUNCTION A CHANNELED CLAIM INCLUDES, WITHOUT LIMITATION, (i) ANY CLAIM RELATED IN ANY WAY TO AN ABUSE CLAIM OR TO A SETTLING INSURANCE POLICY, (ii) ANY EXTRA-CONTRACTUAL CLAIM AGAINST A SETTLING INSURER, OR (iii) ANY CLAIM AGAINST ANY SETTLING INSURER FOR CONTRIBUTION, INDEMNITY, DEFENSE, SUBROGATION, OR SIMILAR RELIEF THAT ARISES DIRECTLY OR INDIRECTLY FROM ANY CLAIM AGAINST THE DEBTOR OR ANY OTHER INSURED ENTITY.**

**15.9.3 ANY INJUNCTION CONTAINED IN A BANKRUPTCY-COURT APPROVED AGREEMENT WITH A SETTLING INSURER IS INCORPORATED INTO THE PLAN BY REFERENCE, IS DEEMED FULLY SET FORTH IN THIS PLAN AND IS IN ADDITION TO THE CHANNELING INJUNCTION. ANY DIFFERENCES BETWEEN THIS CHANNELING INJUNCTION AND THE**

**INJUNCTION(S) DEEMED SET FORTH BY THIS SECTION ARE NOT INTENDED TO AFFECT, DIMINISH OR, IMPAIR THE INJUNCTION(S) INCORPORATED HEREIN AND CONTAINED IN SUCH AGREEMENT.**

**15.9.4 NOTWITHSTANDING ANY PROVISION OF THIS PLAN, THE FOREGOING CHANNELING INJUNCTION PREVENTING PROSECUTION OF CHANNELED CLAIMS AGAINST SETTLING INSURERS PROVIDES ABSOLUTELY NO PROTECTION WHATSOEVER TO (I) A NATURAL PERSON HAVING COMMITTED AN ACT OR ACTS OF ABUSE RESULTING IN A CLAIM AGAINST THE DEBTOR, A PARTICIPATING PARTY, OR A SETTLING INSURER; (II) THE HOLY SEE, (III) ANY PERSON OR ENTITY ON ACCOUNT OF CLAIMS EXCEPTED FROM THE EXCULPATION UNDER SECTION 15.6, OR (IV) ANY NON-SETTLING INSURER.**

**15.9.5 TO THE EXTENT NOT OTHERWISE ENJOINED IN SECTION 15.9, ASSERTION AND ENFORCEMENT OF CHANNELED CLAIMS, AND ANY ATTEMPT TO ASSERT OR ENFORCE SUCH CLAIMS, BY ANY ENTITY, AGAINST A SETTLING INSURER IS HEREBY PERMANENTLY STAYED, ENJOINED, BARRED, AND RESTRAINED, SUBJECT TO THE APPLICABILITY OF THIS CHANNELING INJUNCTION, AS SET FORTH IN SECTION 15.9.1.**

**15.9.6 THE FOREGOING CHANNELING INJUNCTION IS NOT INTENDED TO AFFECT, DIMINISH, OR IMPAIR THE RIGHTS OF ANY ABUSE CLAIMANT TO NAME THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR ANY OTHER INSURED ENTITY IN ANY ABUSE LITIGATION OR OTHER PROCEEDING TO RESOLVE WHETHER THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR ANY OTHER INSURED ENTITY HAS LIABILITY FOR ABUSE CLAIMS AND THE AMOUNT OF ANY SUCH LIABILITY, SOLELY FOR THE PURPOSE OF OBTAINING INSURANCE COVERAGE FROM NON-SETTLING INSURERS UNDER NON-SETTLING INSURANCE POLICIES. THIS CHANNELING INJUNCTION DOES NOT APPLY TO, AND SHALL NOT LIMIT IN ANY WAY, THE OBLIGATIONS OF, NON-SETTLING INSURERS TO DEFEND AND PAY, THE ARCHDIOCESE'S, THE REORGANIZED DEBTOR'S, OR ANY OTHER INSURED ENTITY'S LIABILITY FOR ABUSE CLAIMS UNDER ANY NON-SETTLING INSURANCE POLICY.**

**15.10 NO RELEASE OF ABUSE CLAIMS RELATED TO INSURANCE COVERAGE OF NON-SETTLING INSURERS**

**15.10.1 ABUSE CLAIMANTS SPECIFICALLY RESERVE, AND DO NOT RELEASE, ANY CLAIMS THEY MAY HAVE AGAINST THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR ANY OTHER INSURED ENTITY THAT IMPLICATE COVERAGE UNDER ANY NON-SETTLING INSURANCE POLICY, BUT RECOVERY IS LIMITED TO THE TRUST OR THE UNKNOWN TORT CLAIMS TRUST (AS THE CASE MAY BE), TO THE PROCEEDS OF THE NON-SETTLING INSURANCE POLICY, AND TO ALL OTHER DAMAGES (INCLUDING EXTRA-CONTRACTUAL CLAIMS), AWARDS, JUDGMENTS OVER POLICY**

LIMITS, PENALTIES, PUNITIVE DAMAGES AND ATTORNEY'S FEES AND COSTS THAT MAY BE RECOVERABLE AGAINST ANY NON-SETTLING INSURER BECAUSE OF ITS CONDUCT REGARDING INSURANCE COVERAGE FOR, OR DEFENSE OR SETTLEMENT OF, ANY ABUSE CLAIM; AND RECOVERIES FOR ANY SUCH JUDGMENTS OR AWARDS WILL BE LIMITED TO THE NON-SETTLING INSURER AND THE TRUST OR THE UNKNOWN TORT CLAIMS TRUST (AS THE CASE MAY BE) IN ACCORDANCE WITH THE PLAN, THE TRUST DOCUMENTS, AND THE UNKNOWN TORT CLAIMS TRUST DOCUMENTS AND NOT AT ANY TIME AGAINST (I) THE ARCHDIOCESE, (II) THE REORGANIZED DEBTOR, (III) ANY PARTICIPATING PARTY, OR ANY PROPERTY OR INTEREST IN PROPERTY OF THE DEBTOR, THE REORGANIZED DEBTOR, OR ANY PARTICIPATING PARTY, BEYOND AVAILABLE INSURANCE RECOVERIES.

15.10.2 ABUSE CLAIMANTS MAY NAME THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR ANY OTHER INSURED ENTITY IN ANY PROCEEDING TO RESOLVE WHETHER THE ARCHDIOCESE, THE REORGANIZED DEBTOR, OR ANY OTHER INSURED ENTITY HAS LIABILITY FOR ABUSE CLAIMS AND THE AMOUNT OF ANY SUCH LIABILITY, SOLELY FOR THE PURPOSE OF OBTAINING INSURANCE COVERAGE FROM NON-SETTLING INSURERS. THE CHANNELING INJUNCTIONS DO NOT APPLY TO, AND SHALL NOT LIMIT IN ANY WAY, THE OBLIGATIONS OF, NON-SETTLING INSURERS TO DEFEND AND PAY, THE ARCHDIOCESE'S, THE REORGANIZED DEBTOR'S, OR ANY OTHER INSURED ENTITY'S LIABILITY FOR ABUSE CLAIMS UNDER ANY NON-SETTLING INSURANCE POLICY.

**15.11 TERM OF INJUNCTIONS AND STAYS AND CONFIRMATION OF SETTLEMENTS WITH PARTICIPATING PARTIES AND SETTLING INSURERS.**

ALL INJUNCTIONS AND/OR STAYS PROVIDED FOR IN THIS PLAN, THE INJUNCTIVE PROVISIONS OF SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE, AND ALL INJUNCTIONS OR STAYS PROTECTING PARTICIPATING PARTIES AND ANY SETTLING INSURER ARE PERMANENT, WILL REMAIN IN FULL FORCE AND EFFECT FOLLOWING THE EFFECTIVE DATE, AND ARE NOT SUBJECT TO BEING VACATED OR MODIFIED. DEBTOR'S SETTLEMENT AGREEMENTS, IF ANY, WITH THE SETTLING INSURERS AND THE PARTICIPATING PARTIES PREVIOUSLY AUTHORIZED BY THE BANKRUPTCY COURT ARE HEREBY AFFIRMED, AND ANY OBLIGATIONS OF THE DEBTOR WITH RESPECT TO SUCH SETTLEMENT AGREEMENTS ARE EXCEPTED FROM THE DEBTOR'S DISCHARGE AND SHALL BE ASSUMED BY THE REORGANIZED DEBTOR AND TRUSTEE, AS APPLICABLE, ON THE EFFECTIVE DATE.



**15.12 DEBTOR RELEASE OF CLAIMS AGAINST PARTICIPATING PARTIES AND SETTLING INSURERS (FULL SETTLEMENT ALTERNATIVE OR PARTIAL SETTLEMENT ALTERNATIVE ONLY).**

**THIS SECTION 15.12 ONLY APPLIES UNDER THE FULL SETTLEMENT ALTERNATIVE OR THE PARTIAL SETTLEMENT ALTERNATIVE.**

**EXCEPT FOR OBLIGATIONS ARISING UNDER ANY EXECUTORY CONTRACT ASSUMED BY THE REORGANIZED DEBTOR PURSUANT TO SECTION XVI, OBLIGATIONS UNDER ANY SETTLEMENT AGREEMENT, AND ANY CLAIMS EXCEPTED FROM EXCULPATION AND DISCHARGE UNDER THIS SECTION XV, THE DEBTOR, THE REORGANIZED DEBTOR, AND THE ESTATE, IN THE EVENT OF THE FULL SETTLEMENT ALTERNATIVE OR THE PARTIAL SETTLEMENT ALTERNATIVE, WAIVE, RELEASE, DISCHARGE, SETTLE, AND COMPROMISE ON THE EFFECTIVE DATE ANY AND ALL CLAIMS OR CAUSES OF ACTION OF EVERY KIND AND NATURE THAT THE DEBTOR, THE REORGANIZED DEBTOR, OR THE ESTATE HAVE OR MAY HAVE AGAINST A PARTICIPATING PARTY OR SETTLING INSURER, INCLUDING WITHOUT LIMITATION AVOIDANCE RIGHTS AND ANY CLAIM THAT SUCH PARTICIPATING PARTY OR SETTLING INSURER OR ITS ASSETS ARE A PART OF, OR ARE OWNED BY, THE DEBTOR OR THE ESTATE. NO SUCH CLAIM WILL SURVIVE THE EFFECTIVE DATE OR BE DEEMED TO BE ASSIGNED TO THE TRUST. WITH RESPECT TO ANY RELEASES IN A BANKRUPTCY COURT-APPROVED AGREEMENT WITH A PARTICIPATING PARTY OR SETTLING INSURER, NOTHING CONTAINED IN THIS PLAN IS INTENDED TO AFFECT, DIMINISH, OR IMPAIR SUCH RELEASES.**

**15.13 Pension Plan.** No provision in the Plan (including any other provision regarding the treatment of Claims or providing for exculpation, satisfaction, release and discharge of Claims against the Debtor), in the Confirmation Order, in the Bankruptcy Code (including sections 524 or 1141 of the Bankruptcy Code), or in any other document filed or order entered in the Case shall be construed to exculpate, discharge, release, or relieve the Debtor, the Non-Debtor Affiliates, or any other Entity, in any capacity, from any liability or responsibility to any Entity regarding the Pension Plan under any law, governmental policy, or regulatory provision. The Pension Plan shall not be enjoined or precluded from enforcing any such liability or responsibility because of the provisions of the Plan (including any provision regarding the treatment of Claims or providing for exculpation, satisfaction, release, and discharge of Claims against the Debtor), the Confirmation Order, the Bankruptcy Code (including sections 524 or 1141 of the Bankruptcy Code), or any other document filed or order entered in the Case. Neither the Trust nor the Unknown Claims Trust shall have any liability to any Entity on account of the Pension Plan, including liability as a member of a “Controlled Group” as defined in 29 U.S.C. § 1301(a)(14)(A) or on any other basis.

As of the Effective Date, the Reorganized Debtor shall assume and continue the Pension Plan to the extent of its obligations under the Pension Plan and applicable law. Notwithstanding the foregoing, the Reorganized Debtor reserves all of its rights under the Pension Plan. For the avoidance of doubt, any Claims asserted by any beneficiary of the Pension Plan shall be reinstated and shall remain with the same priority and validity as before the Petition Date.

## **SECTION XVI TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

### **16.1 Assumed Employee and Retiree Benefit Plans.**

To the extent not previously assumed, all employee and retiree benefit plans to which the Debtor is a party will be deemed assumed by the Reorganized Debtor on the Effective Date.

### **16.2 General; Assumed if Not Rejected.**

Subject to the requirements of Section 365, all executory contracts and unexpired leases of the Debtor not rejected by order of the Bankruptcy Court or not the subject of a motion to reject pending on the Confirmation Date will be deemed assumed by the Reorganized Debtor on the Effective Date. If any party to an executory contract or unexpired lease that is being assumed objects to such assumption, the Bankruptcy Court may conduct a hearing on such objection on any date that is either mutually agreeable to the parties or fixed by the Bankruptcy Court. All payments to cure defaults that may be required under section 365(b)(1) of the Bankruptcy Code will be made by the Reorganized Debtor. In the event of a dispute regarding the amount of any such payments, or the ability of the Debtor to provide adequate assurance of future performance, the Reorganized Debtor will make any payments required by section 365(b)(1) of the Bankruptcy Code after the entry of the Final Order resolving such dispute.

### **16.3 Claims for Contract Rejection.**

All proofs of claim regarding Claims arising from the rejection of executory contracts or unexpired leases must be filed with the Bankruptcy Court by no later than thirty (30) calendar days after the Effective Date or such Claims will be forever barred. If any order providing for the rejection of an executory contract or unexpired lease did not provide a deadline for filing Claims arising from such rejection, proofs of claim with respect thereto must be filed by no later than thirty (30) calendar days after the later to occur of (a) the Effective Date or, (b) if the order is entered after the Effective Date, the date such order becomes a Final Order, or such Claims will be forever barred.

## **SECTION XVII NON-MONETARY COMMITMENTS**

### **17.1 Non-Monetary Commitment to Healing and Reconciliation.**

To further promote healing and reconciliation, and to continue its efforts to prevent Abuse and further injury from occurring in the Archdiocese in the future, the Archdiocese, on its behalf and on behalf of the Estate and the Reorganized Debtor, will undertake the commitments in **Exhibit H** attached hereto and incorporated herein. If the Bankruptcy Court finds that it does not have jurisdiction to make such commitments mandatory, the commitments will be voluntary. The Archdiocese must file a Notice identifying which commitments it will adopt no later than five (5) Business Days before the first date set for the hearing on approval of the Disclosure Statement.

**SECTION XVIII  
MISCELLANEOUS PROVISIONS.**

**18.1 Retention of Jurisdiction.**

Notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date:

18.1.1 Except as otherwise stated in this Plan or in the Confirmation Order, the Bankruptcy Court will retain jurisdiction over all matters arising under, to further, or in connection with this Plan, including the following:

- a) The determination of objections to Disputed Claims;
- b) The determination of requests for payment of Claims entitled to priority under section 507 of the Bankruptcy Code, including compensation of and reimbursement of expenses of parties entitled thereto;
- c) The resolution of controversies and disputes regarding interpretation, implementation, and enforcement of this Plan, the Plan Documents, and the Non-Monetary Commitment to Healing and Reconciliation (set forth in **Exhibit H**);
- d) The determination and adjudication of all controversies, disputes, and issues related to the Avoidance Rights and the Causes of Action transferred and assigned to the Trust and the Trustee, including without limitation the Portfolio Adversary Proceeding;
- e) The compelling of the Archdiocese, the Reorganized Debtor, and/or a Participating Party to cooperate with the Trust and/or the Unknown Tort Claims Trust as required under this Plan;
- f) The granting of relief in aid of this Plan and the Plan Documents including the entry of appropriate orders (which may include removal of actions in non-Bankruptcy Court forums to the Bankruptcy Court, contempt or other sanctions) to protect the Reorganized Debtor, the Participating Parties, the Settling Insurers, and the Released Parties from actions prohibited under this Plan or the Plan Documents;
- g) Amendments to and modifications of this Plan;
- h) Subject to the limitations and exclusions described above, the determination of any and all applications, adversary proceedings, and contested or litigated matters pending on the Effective Date;
- i) Allowance of post-confirmation fees provided for in the Plan;
- j) The approval of a settlement agreement whereby an Entity, including a Non-Settling Insurer, may become a Participating Party or Settling Insurer; and
- k) The closing of this Case.

### **18.2 Relief From Automatic Stay/Discharge.**

On the Effective Date and without further order of the Bankruptcy Court, all actions removed by the Debtor or any other Co-Defendant during the Case are not subject to the automatic stay or the injunction in Bankruptcy Code section 524(a)(2). Nothing herein is intended to affect, diminish, or impair those provisions of this Plan that prohibit execution of any judgment against the Reorganized Debtor's Revested Assets or assets the Reorganized Debtor acquires after the Effective Date.

### **18.3 Modification of Plan.**

The Proponent reserves the right, under the Bankruptcy Code, to amend, modify, or withdraw this Plan prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Proponent may, upon order, amend or modify this Plan under section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

### **18.4 Severability.**

If, before confirmation, the Bankruptcy Court holds that any Plan term or provision is invalid, void, or unenforceable, the Bankruptcy Court may alter or interpret that term or provision so that it is valid and enforceable to the maximum extent possible consistent with the original purpose of that term or provision. That term or provision will then be applicable as altered or interpreted, unless such term or provision is inconsistent with the intent of the Proponent, in which case the Plan may be unilaterally withdrawn by the Proponent. Notwithstanding any such holding, alteration, or interpretation, the Plan's remaining terms and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. The Confirmation Order will constitute a judicial determination providing that each Plan term and provision, as it may have been altered or interpreted under this Section, is valid and enforceable under its terms. In the event of a successful collateral attack on any provision of this Plan (i.e., an attack other than through a direct appeal of the Confirmation Order), the remaining provisions of this Plan will remain binding on the Archdiocese, the Reorganized Debtor, the Participating Parties, the Settling Insurers, the Non-Settling Insurers, the Trustee, the Trust, the Unknown Tort Claims Trustee, the Unknown Tort Claims Trust, the Committee, the Commercial Committee, all Claimants, and all other parties in interest.

### **18.5 Headings.**

The headings of the Sections of this Plan are inserted for convenience only and will not affect the interpretation hereof.

### **18.6 Notices.**

All notices or requests to the Reorganized Debtor in connection with this Plan shall be in writing and served either by (i) United States mail, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, all charges prepaid, and shall be deemed given when received by the following parties:

If to the Debtor or Reorganized Debtor: TBD

With a copy to: TBD

If to the Trustee: TBD

With a copy to: TBD

If to the Unknown Tort Claims Trustee: TBD

With a copy to: TBD

#### **18.7 Notices to Claimants.**

All notices and requests to an Entity holding any Claim will be sent to such Entity at the last known address listed for such Entity with the Bankruptcy Court or with the Debtor's Claims Agent, or to the last known address of such Entity's attorney of record. The Holder of a Claim may designate in writing any other address, which designation will be effective upon actual receipt by the Reorganized Debtor, the Trustee, and/or the Unknown Tort Claims Trustee (as applicable). Any Entity entitled to receive notice under this Plan will have the obligation to provide the Reorganized Debtor, the Trustee, and/or the Unknown Tort Claims Trustee (as applicable) with such Entity's current address for notice purposes. Except as set forth in Section 12.12, neither the Reorganized Debtor, the Trustee, nor the Unknown Tort Claims Trustee will have any obligation to attempt to locate a more current address if any notice proves to be undeliverable to the most recent address provided to the Reorganized Debtor, the Trustee, or the Unknown Tort Claims Trustee.

#### **18.8 Post-Confirmation Court Approval.**

Any action requiring Bankruptcy Court, U.S. District Court, or state court approval after the Effective Date will require the Entity seeking such approval to file an application, motion, or other request with the Bankruptcy Court, U.S. District Court, or state court, as applicable, and obtain a Final Order approving such action before the requested action may be taken. The Entity filing such application, motion, or other request shall serve such application, motion, or other request, together with a notice setting forth the time in which objections must be filed with the court, on the Reorganized Debtor, the Committee, the Trustee, and the Unknown Tort Claims Trustee by first-class mail, electronic mail, ECF, overnight courier, facsimile, or hand delivery.

### **18.9 Election Under Section 1129(b) of the Bankruptcy Code.**

The Proponent requests confirmation of the Plan under section 1129(b) of the Bankruptcy Code if the requirements of all provisions of section 1129(a) of the Bankruptcy Code, except section (a)(8) thereof, are met regarding the Plan. In determining whether the requirements of section 1129(a)(8) of the Bankruptcy Code have been met, any Class that does not have as an element of it an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018 as of the date fixed by the Bankruptcy Court for filing acceptances or rejections of this Plan shall be deemed deleted from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class, as provided in Section 5.4.

### **18.10 Consummation of the Plan.**

The Proponent reserves the right to request that the Confirmation Order include a finding by the Bankruptcy Court that Bankruptcy Rule 3020(e) shall not apply to the Confirmation Order.

### **18.11 Exemption from Transfer Taxes.**

Under section 1146(a) of the Bankruptcy Code, the Trustee's, the Unknown Tort Claims Trustee's, the Debtor's, the Reorganized Debtor's, and/or a Participating Party's delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, whether occurring before or after the Confirmation Date, including any deeds, bills of sale, or assignments executed in connection with any Section 363 Sale or other sale or disposition of assets contemplated by this Plan (such as, without limitation, the post-petition sale or disposition of property contemplated in Section 3.1.1(b) or Section 12.2), shall not be subject to any stamp tax, real-estate transfer tax, excise tax, sales tax, use tax or other similar tax.

### **18.12 Waivers.**

Except as otherwise provided in the Plan or in the Confirmation Order, any term of the Plan may be waived by the party benefited by the term to be waived.

### **18.13 Setoffs, Recoupments, and Defenses.**

Except as otherwise provided in this Plan or the Confirmation Order (including, without limitation, with respect to Abuse Claims), nothing in the Plan shall constitute a waiver or release by the Debtor, Reorganized Debtor, the Other Insured Entities, the Trust, the Trustee, the Unknown Tort Claims Trust, or the Unknown Tort Claims Trustee of any rights of setoff or recoupment, or of any defense, they may have regarding any Claim (including rights under section 502(d) of the Bankruptcy Code). Except as otherwise provided in the Plan or in the Confirmation Order or in agreements previously approved by a Final Order, the Debtor, Reorganized Debtor, the Other Insured Entities, the Trust, the Trustee, the Unknown Tort Claims Trust, or the Unknown Tort Claims Trustee may, but will not be required to, set off against any Claim or any Distributions regarding such Claim, any of the Claims, rights, and Causes of Action of any nature that the Debtor, Reorganized Debtor, the Other Insured Entities, the Trust, the Trustee, the Unknown Tort Claims Trust, or the Unknown Tort Claims Trustee, as applicable, may hold against the Holder of such Claim; *provided, however*, that neither the failure to effect such a setoff, the allowance of any Claim hereunder, the payment of any Distribution hereunder, or any other action or omission of

Debtor, Reorganized Debtor, the Other Insured Entities, the Trust, the Trustee, the Unknown Tort Claims Trust, or the Unknown Tort Claims Trustee, nor any provision of the Plan, shall constitute a waiver or release by the Debtor, the Reorganized Debtor, the Other Insured Entities, the Trust, the Trustee, the Unknown Tort Claims Trust, or the Unknown Tort Claims Trustee, as applicable, of any such Claims, rights, and Causes of Action that Debtor, Reorganized Debtor, the Other Insured Entities, the Trust, the Trustee, the Unknown Tort Claims Trust, or the Unknown Tort Claims Trustee, as applicable, may possess against such Holder.

#### **18.14 Compromise of Controversies.**

##### **18.14.1 Bankruptcy Court Approval of Settlements**

In consideration for the classification, Distributions, and other benefits provided under the Plan, the Plan shall constitute a good faith compromise and settlement of all Claims or controversies resolved under the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each compromise and settlement provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination under the standards of Bankruptcy Rule 9019 that such compromises and settlements are in the best interests of the Debtor and the Estates.

##### **18.14.2 Settlement with Participating Parties and Settling Insurers**

Specifically included within the Bankruptcy Court's approval of compromises and settlements of Claims and controversies is the Bankruptcy Court's approval of the agreements with Participating Parties and Settling Insurers. If a conflict exists between the Plan and such agreements, the agreements control such conflict. Such agreements contain the protections and benefits afforded the Participating Party and Settling Insurer, as well as the rights and obligations of the parties thereto, to the extent of any conflict with the Plan. Such agreements bind the Trust and the Unknown Tort Claims Trust.

#### **18.15 Withdrawal or Revocation of the Plan.**

The Proponent reserves the right to revoke or withdraw the Plan prior to the Confirmation Date, but the consent of the Proponent is required. If the Plan is revoked or withdrawn, or if the Confirmation Date does not occur, the Plan shall have no force and effect and in such event nothing herein shall be deemed to constitute a waiver or release of any Claims by or against the Estate or any other Person or Entity, or to prejudice in any other manner the rights of a Proponent, whether one or more, or any other entity in further proceedings involving a Proponent and specifically shall not modify or affect the rights of any party under any prior orders of the Bankruptcy Court.

#### **18.16 Default.**

Except as otherwise provided in the Plan or in the Confirmation Order, if the Debtor, the Reorganized Debtor, a Participating Party, a Settling Insurer, the Trustee, or the Unknown Tort Claims Trustee shall default in the performance of any of their respective obligations under the Plan or under the Plan Documents and shall not have cured such a default within any applicable cure period (or, if no cure period is specified in the Plan or Plan Documents or in any instrument issued to or retained by a Claimant under the Plan, then within thirty (30) calendar days after

receipt of written notice of default), then the Entity to whom the performance is due may pursue such remedies as are available at law or in equity. An event of default occurring with respect to one Claim shall not be an event of default regarding any other Claim.

#### **18.17 Governing Law.**

Except when federal law (including the Bankruptcy Code or Bankruptcy Rules) is applicable, the rights and obligations arising under the Plan or under the Plan Documents shall be governed by and construed and enforced under the laws of the State of Louisiana without giving effect to the principles of conflicts of laws.

#### **18.18 Reservation of Rights.**

If the Plan is not confirmed by a Final Order, or if the Plan is confirmed and the Effective Date does not occur, the rights of all parties-in-interest in the Case are and will be reserved in full. Any concessions or settlement reflected, if any, are made for purposes of the Plan only, and if the Plan does not become effective, no party-in-interest in the Case shall be bound or deemed prejudiced by any such concession or settlement.

#### **18.19 Controlling Documents.**

To the extent any provision of a settlement agreement with a Participating Party or Settling Insurer is inconsistent with this Plan, such settlement agreement, as applicable, shall control.

#### **18.20 Successors and Assigns.**

The Plan shall be binding upon and inure to the benefit of the Debtor, the Reorganized Debtor, all Claimants, and all other parties-in-interest affected thereby and their respective successors, heirs, legal representatives and assigns.

#### **18.21 Direction to an Entity.**

On and after the Effective Date, the Trustee, the Unknown Tort Claims Trustee, or the Reorganized Debtor, as applicable, may apply to the Bankruptcy Court for entry of an order directing any Entity 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.

#### **18.22 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),



under applicable non-bankruptcy law, with no requirement of further action by the officers of the Debtor.

**18.23 Rounding of Fractional Numbers.**

All fractional numbers, including payments or distributions under the Plan, Trust Documents, and Unknown Tort Claims Trust Documents shall be rounded (up or down) to the nearest whole number.

**18.24 Dissolution of the Committee and Commercial Committee.**

On the Effective Date, the Committee and the Commercial Committee shall dissolve automatically, whereupon its members, Professionals, and agents shall be released from any further duties and responsibilities in the 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 Case, which shall remain in full force and effect according to their terms, provided that such parties shall have a right to be heard regarding any (i) applications for Professional Fee Claims and (ii) requests for compensation and reimbursement of expenses under section 503(b) of the Bankruptcy Code for making a substantial contribution in the Case.

**18.25 Saturday, Sunday, or Legal Holiday.**

If any payment or act under the Plan should be required to be made or performed on a day that is not a Business Day, then the payment or act may be completed on the next succeeding day that is a Business Day, in which event the payment or act will be deemed to have been completed on the required day.

**18.26 Exhibits.**

All Exhibits to this Plan are incorporated into and are a part of this Plan as if set forth in full herein.

**SECTION XIX**  
**RECOMMENDATIONS AND CONCLUSION**

The Committee strongly believes that Plan confirmation and implementation are preferable to any feasible alternative because the Plan will provide Claimants with recoveries significantly greater than any available alternatives.

Dated: September 13, 2024.

The Official Committee Of Unsecured Creditors

By: /s/ Patricia M. Moody  
PATRICIA M. MOODY, Committee Chair

**EXHIBIT A**  
**TRUST AGREEMENT**

**TRUST AGREEMENT**

**DATED AS OF \_\_\_\_\_, 2024**

**PURSUANT TO CHAPTER 11 PLAN OF**

**REORGANIZATION FOR**

**THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS**

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## TRUST AGREEMENT

This Trust Agreement (this “**Trust Agreement**”), dated as of \_\_\_\_\_, 2024, and effective as of the Confirmation Date, is entered in accordance with the *Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans Dated mo/date 2024* (as it may be amended, modified, or supplemented, the “**Plan**”),<sup>1</sup> by The Roman Catholic Church of the Archdiocese of New Orleans (the “**Archdiocese**,” also known as the “**Debtor**” or the “**Settlor**,” in its capacity as settlor of the Trust), on the one hand, and [TBD] as trustee (together with any successor serving in such capacity, the “**Trustee**”) and the Trust Oversight Committee, who are either former members of the Official Committee of Unsecured Creditors or other abuse survivors (the “**Committee**”) (together with any successors serving in such capacity, the “**Oversight Committee**”), on the other hand;

## RECITALS

(A) The Archdiocese has reorganized or will reorganize under the provisions of chapter 11 of the Bankruptcy Code in a case filed in the Bankruptcy Court, administered and known as *In re The Roman Catholic Church of the Archdiocese of New Orleans*, Case No. 20-10846 (Bankr. E.D. La.) (the “**Chapter 11 Case**”).

(B) The Plan and the Confirmation Order in the Chapter 11 Case provide, among other things, for the creation of the Trust.

(C) This Trust Agreement is deemed executed by the Confirmation Order to implement the Plan and to create the Trust (the “**Trust**”) for the exclusive benefit of the holders of Abuse Claims.

(D) The Bankruptcy Court held in the Confirmation Order that all the prerequisites for the Channeling Injunction have been satisfied, and such Channeling Injunction is fully effective and enforceable as provided in the Plan and Confirmation Order with respect to the Channeled Claims.

(E) The Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter until fully funded by the Archdiocese in accordance with the Plan, the Trust Assets (as defined in Section 1.3) shall be transferred to and vested in the Trust free and clear of all liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or their affiliates, any creditor or any other entity, other than as provided in the Channeling Injunction with respect to the Channeled Claims and as provided in Section 1.3.

**NOW, THEREFORE**, it is hereby agreed as follows:

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<sup>1</sup>

All capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Plan or in the Confirmation Order, as applicable, or, if not defined therein, as set forth in the Trust Allocation Protocol (as defined in Section 1.2 below).



## ARTICLE 1. AGREEMENT OF TRUST

Section 1.1 Creation and Name. Archdiocese as Settlor hereby creates a trust known as the “**Archdiocese of New Orleans Abuse Claim Trust**” which is the Trust provided for and referred to in the Plan. The Trustee may transact the business and affairs of the Trust in the name of the Archdiocese of New Orleans Abuse Claim Trust and references herein to the Trust shall include the Trustee acting on behalf of the Trust. The Confirmation Order, the Plan and this Trust Agreement, including the Exhibits hereto, including the Trust Allocation Protocol (collectively, the “**Trust Documents**”), constitute the governing instruments of the Trust. The Trustee is hereby authorized to execute and file a Certificate of Trust with the Louisiana Secretary of State.

Section 1.2 Purposes. The purposes of the Trust are (i) to assume all liability for the Channeled Claims; (ii) to administer Abuse Claims; and (iii) to make Distributions to holders of Abuse Claims, in accordance with the Trust Allocation Protocol attached hereto as **Exhibit 1** (the “**Trust Allocation Protocol**”). In connection therewith, the Trust shall hold, manage, protect and monetize the Trust Assets (as defined in Section 1.3 below) in accordance with the terms of the Trust Documents for the benefit of the Beneficiaries (as defined in Section 1.6(a) below). All Abuse Claims shall be resolved exclusively in accordance with the Trust Allocation Protocol.

Section 1.3 Transfer of Assets. Pursuant to the Plan, the Archdiocese and the Participating Parties, and any Settling Insurers, shall pay all funds to the Trust by wire transfer or otherwise effectuate the transfers of assets required under the Plan. The Trust will receive and hold all right, title and interest in and to the funds transferred (the “**Aggregate Settlement Consideration**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the “**Trust Assets**”). The Trust Assets shall be transferred to the Trust free and clear of any liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other person or entity, other than as provided in the Channeling Injunction with respect to Channeled Claims. The Debtor or Reorganized Debtor shall execute and deliver such documents to the Trust as the Trustee reasonably requests to transfer and assign any assets comprising all or a portion of the Trust Assets to the Trust

Section 1.4 Acceptance of Assets. In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Trust Assets, subject to the terms of the Trust Documents and the Plan Documents. The Trust shall succeed to all of the Archdiocese and Participating Parties’ respective rights, title, and interest, including all legal privileges, in the Trust Assets and neither the Archdiocese nor any other person or entity transferring such will have any further equitable or legal interest in, or with respect to, the Trust, or the Trust Assets, including the Aggregate Settlement Consideration.

(b) Except as otherwise provided in the Plan, Confirmation Order or Trust Documents, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Channeled Claims that the Archdiocese or the Reorganized Archdiocese have or would have had under applicable law.

(c) No provision in the Trust Documents shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations (as defined in Section 8.4(a) below).

(d) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction, the Supplemental Settling Insurer Injunction or other terms of the Plan or Confirmation Order.

(e) In the Trust Documents, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Receipt of Proceeds.

The proceeds of any recoveries from any litigation or claims of the Trust (including the Actions) will be deposited in the Trust’s accounts and become the property of the Trust as Trust Assets.

Section 1.6 Beneficiaries.

(a) The Trust is established for the benefit of the holders of Abuse Claims. (the “**Beneficiaries**”).

(b) The Beneficiaries shall be subject to the terms of this Trust Agreement and Trust Documents, including without limitation, the Trust Allocation Protocol.

Section 1.7 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction with respect to the Trust; provided however, the courts of the State of Louisiana, including any federal court located therein, shall also have jurisdiction over the Trust only if and to the extent the Bankruptcy Court cannot exercise or abstains from exercising jurisdiction over the Trust.

Section 1.8 Privileged and confidential information.

The transfer or assignment of any information subject to an attorney-client or similar privilege to the Trustee shall not result in the destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any such privileges: (a) they are transferred to or contributed for the purpose of enabling the Trustee to perform his or her duties to administer the Trust and (b) they are vested solely in the Trustee and not in the Trust, or any other person, committee or subcomponent of the Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Channeled Claim.

Section 1.9 Relation-back election.

Upon request of the Trustee, the Settlor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Trust as coming into existence as a settlement fund as of the earliest possible date.

Section 1.10 Employer identification number.

Upon or in anticipation of establishment of the Trust, the Trustee shall apply for an employer identification number for the Trust in accordance with Treasury Regulation Section 1.468B-2(k)(4).

Section 1.11 Relationship to Plan.

The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order, and therefore, this Trust Agreement incorporates the provisions of the Plan and the Confirmation Order (which may amend or supplement the Plan). To the extent that there is conflict between the provisions of the Trust Documents and the provisions of the Plan or the Confirmation Order, each document shall have controlling effect in the following order: (1) the Confirmation Order; (2) the Plan; (3) this Trust Agreement; and (4) the Trust Allocation Protocol.

**ARTICLE 2.**  
**POWERS AND TRUST ADMINISTRATION**

Section 2.1 Powers.

(a) The Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a “qualified settlement fund” under Section 468B of the Tax Code and the regulations promulgated pursuant thereto. Further, the Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

(b) The Trustee is and shall act as the fiduciary to the Trust Assets in accordance with the provisions of the Trust Documents. The Trustee shall administer the Trust, the Trust Assets, and any other amounts to be received under the terms of the Trust Documents in accordance with the purposes set forth in Section 1.2 above and in the manner prescribed by the Trust Documents. Subject to the limitations set forth in the Trust Documents, the Trustee shall have the power to take any and all actions that in the judgment of the Trustee are necessary or advisable to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Louisiana. Nothing in the Trust Documents or any related document shall require the Trustee to take any action if the Trustee reasonably believes that such action is contrary to law. In addition to all powers enumerated in the Trust Documents, including, but not limited to, the Trustee’s powers and authority in respect of the interpretation, application of definitions and rules of construction set forth in the Plan to the fullest extent set

forth therein, from and after the Effective Date, the Trust shall succeed to all of the rights and standing of the Archdiocese with respect to the Trust Assets in its capacity as a trust administering assets for the benefit of the Beneficiaries.

(c) Except as required by applicable law or the Trust Documents, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Sections 2.1(a) and (b) above, and except as limited in the Trust Documents and by applicable law, the Trustee shall have the power to:

(i) supervise and administer the Trust in accordance with the Trust Documents, including the Trust Allocation Protocol;

(ii) receive and hold the Trust Assets, and exercise all rights with respect thereto including the right to vote and sell any securities that are included in such funds;

(iii) invest the monies held from time to time by the Trust in accordance with Section 3.2;

(iv) sell, transfer or exchange any or all of the Trust Assets at such prices and upon such terms as the Trustee may determine proper and consistent with the other terms of the Trust Documents;

(v) enter into leasing, financing or other agreements with third parties, as determined by the Trustee, in his or her discretion, to be useful in carrying out the purposes of the Trust;

(vi) determine and pay liabilities and pay all fees and expenses incurred in administering the Trust, managing the Trust Assets and making Distributions in accordance with the Trust Documents (the “**Trust Operating Expenses**”);

(vii) establish accounts and reasonable reserves within the Trust, in her/his discretion, to be necessary, prudent or useful in administering the Trust;

(viii) sue, be sued and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding, however nothing herein shall be deemed to either (a) affect, limit or expand any party’s rights to sue or otherwise commence a case or proceeding against a trustee in a case under chapter 11 of the Bankruptcy Code or (b) allow any party asserting a Abuse Claim and/or Channeled Claim to commence any action against the Trustee or the Trust with respect to such claim;

(ix) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires, which may be those formerly retained by the Committee, and

delegate to such persons such powers and authorities as this Trust Agreement provides or the fiduciary duties of the Trustee permits and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(x) pay reasonable compensation and reimbursement of expenses to any of the Trust's employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires;

(xi) compensate the Oversight Committee members for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xii) compensate the Trust's professionals for services, costs and expenses incurred prior to the Effective Date in accordance with the terms of the Trust Documents;

(xiii) execute and deliver such instruments as the Trustee considers advisable or necessary in administering the Trust;

(xiv) timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Trust Assets and comply with all applicable tax reporting and withholding obligations;

(xv) require, in respect of any Distribution of Trust Assets, the timely receipt of properly executed documentation (including, without limitation, IRS Form W-9) as the Trustee determines in his or her discretion necessary or appropriate to comply with applicable tax laws;

(xvi) resolve all applicable lien resolution matters with respect to Beneficiaries that may be subject to liens arising pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) ("**MMSEA**") in accordance with the Plan; provided, however, that for claims where there is an open chapter 7 bankruptcy case, such lien resolution is subject to the approval of the chapter 7 bankruptcy trustee and applicable bankruptcy court; and provided further, however, that in such cases, the chapter 7 bankruptcy trustee shall have sole responsibility to seek court approval for such lien resolution;

(xvii) register as a responsible reporting entity ("**RRE**") and timely submit all reports under the reporting provisions of section 111 MMSEA as required under Section 4.6 below and the terms of the Plan;

(xviii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of the Trust Documents;

(xix) in accordance with Section 5.9 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.7(a) below) solely from the Trust Assets and to the fullest extent permitted by law;

(xx) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable investment advisors or investment managers without liability for any action taken or omission made because of any such delegation;

(xxi) delegate any or all of the authority conferred with respect to the protection, preservation, and monetization of the non-cash Trust Assets;

(xxii) initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Trust;

(xxiii) enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) or any attorney of any Beneficiary, upon such terms as the Trustee and such Beneficiary (or such Beneficiary's counsel or other authorized person) agree, in all cases in accordance with the Trust Allocation Protocol;

(xxiv) take any and all actions appropriate or necessary in order to carry out the terms of the Trust Documents; and

(xxv) except as otherwise expressly provided in the Trust Documents, exercise any other powers now or hereafter conferred upon or permitted to be exercised by a trustee under the laws of the State of Louisiana.

(e) The Trustee shall have the power to (i) authorize the commencement or continuation of a lawsuit by an Abuse Claimant against the Archdiocese and/or Participating Parties in accordance with the Trust Allocation Protocol (a "**Litigation Claim**"), and (ii) enter into any settlement that causes an Insurer to become a Settling Insurer (an "**Insurance Settlement**"), provided however, the powers set forth in this Section 2.1(e) shall in each case be subject to the provisions of the Trust Documents, including Sections 5.13, 5.14 and 5.15(a) below, and the Trust Allocation Protocol.

(f) The Trustee, in his or her sole discretion, may take all actions necessary or advisable for the enforcement of the non-monetary commitments of Archdiocese with respect to child protection as set forth in the Plan and Confirmation Order. This power is without prejudice to any other party having the right to take actions for the enforcement of such non-monetary commitments.

(g) The Trustee shall consult with the Oversight Committee on the matters set forth in in the Trust Documents.

Section 2.2 Limitations on the Trustee and Oversight Committee.

(a) Notwithstanding anything in the Trust Documents to the contrary, the Trustee shall not do or undertake any of the following:

- (i) guaranty any debt;
- (ii) make or enter into any loan of Trust Assets;
- (iii) make any transfer or Distribution of Trust Assets other than those authorized by the Trust Documents;
- (iv) engage in any trade or business with respect to the Trust Assets or proceeds therefrom, other than managing such assets;
- (v) engage in any investment of the Trust Assets, other than as explicitly authorized by this Trust Agreement; and
- (vi) engage in any activities inconsistent with the treatment of the Trust as a “qualified settlement fund” within the meaning of Treasury Regulations issued under section 468B of the Tax Code.

(b) Insurance Settlements.

The Trustee may effectuate proposed Insurance Settlements without Bankruptcy Court approval. Notwithstanding the foregoing, if an Oversight Committee member dissents from approval of the proposed Insurance Settlement and wants the Trustee to seek Bankruptcy Court approval of the proposed settlement, such settlement shall be conditioned on the Bankruptcy Court finding that the proposed settlement is in the best interest of the Trust.

General Administration.

The Trustee shall act in accordance with the Trust Documents. The Trustee shall establish the location of the principal office of the Trust and may change the location of the principal office or establish other offices at other locations in his or her discretion.

Section 2.4 Accounting. The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year, except that the first fiscal year shall run from the Confirmation Date to December 31. The Trustee shall maintain the books and records relating to the Trust Assets and income and the payment of Trust Operating Expenses and other liabilities of the Trust. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be such as to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Trust, including, without limitation, the assets and liabilities of the Trust as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the

“**Annual Report**”); provided however, that the Trustee shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of Trust liabilities.

Section 2.5 *Financial Reporting.*

(a) Within one hundred twenty (120) days following the end of each calendar year, for as long as the Chapter 11 Case is open, the Trustee shall file with the Bankruptcy Court the Annual Report.

(b) All materials filed with the Bankruptcy Court pursuant to this Section 2.5 need not be served on any parties in the Chapter 11 Case.

Section 2.6 *Names and addresses.*

The Trustee shall keep a register (the “**Register**”) in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries and the awards made to the Beneficiaries pursuant to the Trust Documents. The Trustee may rely upon this Register for the purposes of delivering Distributions or notices. In preparing and maintaining this Register, the Trustee may rely on the name and address of each Abuse Claimant as set forth in a proof of claim filed by such holder, or proper notice of a name or address change, which has been delivered by such Abuse Claimant to the Trustee. The Trustee may deliver Distributions and notices to counsel for any Abuse Claimant identified in such Beneficiary’s proof of claim or proper notice of a name or address change.

Section 2.7 *Transfers of the Trust Assets.*

To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or part, shall be subject to any legal or equitable claims of creditors of any Beneficiary or others, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or other competent court of jurisdiction.

**ARTICLE 3.**  
**ACCOUNTS, INVESTMENTS, EXPENSES**

Section 3.1 *Accounts.*

(a) The Trustee shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust, including at the Trustee’s discretion a disputed claims trust reserve, with one or more financial depository institutions (each a “**Financial Institution**”).

(b) The Trustee, at his or her discretion, may replace any retained Financial Institution with a successor Financial Institution at any time.

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts, including a disputed claim trust reserve, as authorized in this



Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for Distributions to the Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” or a “disputed ownership fund” within the meaning of the Internal Revenue Code (“**IRC**”) or Treasury Regulations.

Section 3.2 *Investment Guidelines.*

(a) The Trustee may invest the Trust Assets in insured checking accounts, money market accounts, and certificates of deposit. This Section 3.2(a) is intended to modify the application to the Trust of the “prudent person” rule, “prudent investor” rule and any other rule of law that would require the Trustee to diversify the Trust Assets.

Section 3.3 *Payment of Trust Operating Expenses.*

All Trust Operating Expenses shall be payable out of the Trust Assets. None of the Trustee, the Oversight Committee, the Beneficiaries nor any of their officers, agents, advisors, professionals or employees shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust.

**ARTICLE 4.**  
**CLAIMS ADMINISTRATION AND DISTRIBUTIONS**

Section 4.1 *Claims Administration and Distributions.* The Trust shall fairly and reasonably compensate Abuse Claims and shall pay up to the full value of such claims, solely in accordance with the Trust Documents, including the Trust Allocation Protocol.

Section 4.2 *Manner of Payment.*

Distributions from the Trust to the Beneficiaries may be made by the Trustee on behalf of the Trust or by a disbursing agent retained by the Trust to make Distributions on behalf of the Trust.

Section 4.3 *Delivery of Distributions.*

(a) Distributions shall be payable to the Beneficiary (or to counsel for the Beneficiary) on the date approved for Distribution by the Trustee (the “**Distribution Date**”) in accordance with the terms of the Trust Documents, including the Trust Allocation Protocol. With respect to each Abuse Claim approved for payment, Distributions shall be made only after all conditions to the Distribution with respect to each such Abuse Claim have been satisfied. In the event that any Distribution to a Beneficiary is returned as undeliverable, no further Distribution to such Beneficiary shall be made unless and until the Trustee has been notified of the then current address of such Beneficiary, at which time such Distribution shall be made to such Beneficiary without interest; provided however, that all Distributions shall be deemed unclaimed property

under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the applicable Distribution Date, subject to extension for good cause shown. After such date, (i) all unclaimed Distributions shall revert to the Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Abuse Claim of such Beneficiary shall be released, settled, compromised and forever barred as against the Trust, and (iii) all unclaimed property interests shall be distributed to other Beneficiaries in accordance with the Trust Documents, as if the Abuse Claim of such Beneficiary had been disallowed as of the date the undeliverable Distribution was first made. The Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any Distribution is returned as undeliverable.

(b) In the event the Trust holds cash after paying all Trust Operating Expenses and making all Distributions contemplated under the Trust Documents, such remaining cash shall be distributed to a nationally recognized charitable organization of the Trustee's choice to the extent economically feasible, which charitable organization shall be independent of the Trustee and, to the extent possible, shall have a charitable purpose consistent with the protection of children from sexual abuse or its ramifications. No Trust Asset or any unclaimed property shall escheat to any federal, state, or local government or any other entity.

(c) Notwithstanding any provision in the Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim if the Trustee determines that the costs of making such Distribution is greater than the amount of the Distribution to be made.

#### Section 4.4 Medicare Reimbursement and Reporting Obligations.

(a) The Trust shall register as a Responsible Reporting Entity (“**RRE**”) under the reporting provisions of section 111 of MMSEA (as defined in the Plan); provided that this shall apply only to Channeled Claims that occurred after December 5, 1980.

(b) The Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Trust. The Trust, in its capacity as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “**CMS**”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) Before remitting funds to Claimants' counsel, or to the Claimant if such Claimant is acting *pro se*, in respect of any Channeled Claim, the Trustee shall obtain (i) a certification from said Claimant (or such Claimant's authorized decedent's estate representative) that said Claimant has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Channeled Claim and (ii) that the Claimant indemnifies the Trust for any such obligations.

## **ARTICLE 5. TRUSTEE**

Section 5.1 Initial Trustee. The initial Trustee shall be [TBD].

Section 5.2 Term of Service, Successor Trustee.

(a) The Trustee shall serve from the Effective Date until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) below, (iii) his or her removal pursuant to Section 5.2(c) below, and (iv) the termination of the Trust pursuant to Section 6.2 below.

(b) The Trustee may resign at any time upon written notice to the Oversight Committee and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by consent of (i) at least two-thirds (2/3) majority of the Oversight Committee or (ii) an order from the Bankruptcy Court, in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder. For the avoidance of doubt, any removal of the Trustee pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Appointment of Successor Trustee.

(a) In the event of any vacancy in the office of the Trustee, including the death, resignation or removal of any successor Trustee, such vacancy shall be filled by the Oversight Committee as set forth herein. The Oversight Committee will nominate an individual to serve as successor Trustee. If the majority of the Oversight Committee then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee.

(b) Immediately upon the appointment of any successor Trustee pursuant to Section 5.3(a) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 5.2(b) above, (iii) his or her removal pursuant to Section 5.2(c) above, and (iv) the termination of the Trust pursuant to Section 6.2 below.

Section 5.4 Trustee Meetings.

(a) **Regular Meeting.** The Trustee shall hold regular meetings with the Oversight Committee not less than quarterly, which may be held at such times and at such places as may be determined from time to time by the Trustee, including remotely.

(b) **Special Meetings.** Special meetings of the Trustee with the Oversight Committee may be called by the Trustee by giving written notice to the Oversight Committee not less than one (1) business day prior to the date of the meeting. Any such notice shall include the time, place and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference.** The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 5.4(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice.** Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trustee meeting need be specified in any waiver of notice.

Section 5.5 Compensation and Expenses of Trustee. The Trustee shall receive compensation from the Trust for his or her services as Trustee. The initial amount of the Trustee's compensation shall be [●] and shall be adjusted annually thereafter as reasonably determined by the majority of the Oversight Committee. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out his or her duties as Trustee in accordance with reasonable policies and procedures as may be adopted from time to time, including in connection with attending meetings of the Trustee.

The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report.

Section 5.6 Trustee's Independence.

(a) The Trustee shall not, during his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for Reorganized Archdiocese or its affiliated persons, or any Non-Settling Insurer. No Trustee shall act as an attorney for, or otherwise represent, any Person who holds a claim in the Case.

(b) The Trustee shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Trust and the Trustee, respect to the affairs of the Trust, shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust or the Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.7 Standard of Care; Exculpation.

(a) As used herein, the term “**Trust Indemnified Party**” shall mean the Trustee, the Abuse Claims Reviewer, the Oversight Committee, and each of their respective members, officers, employees, agents, consultants, lawyers, advisors or professionals (collectively, the “**Trust Indemnified Parties**”).

(b) No Trust Indemnified Party shall be liable to the Trust, any other Trust Indemnified Party, any Beneficiary or any other Person for any damages arising out of the creation, operation, administration, enforcement or termination of the Trust, except in the case of such Trust Indemnified Party's willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction. To the fullest extent permitted by applicable law, the Trust Indemnified Parties shall have no liability for any action in performance of their duties under this Trust Agreement taken in good faith with or without the advice of counsel, accountants, appraisers and other professionals retained by the Trust Indemnified Parties. None of the provisions of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their respective rights and powers. Any Trust Indemnified Party may rely, without inquiry, upon writings delivered to it under any of the Trust Documents, which the Trust Indemnified Party reasonably believes to be genuine and to have been given by a proper person. Notwithstanding the foregoing, nothing in this Section 5.7 shall relieve the Trust Indemnified Parties from any liability for any actions or omissions arising out of the willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction; provided that in no event will any such person be liable for punitive, exemplary, consequential or special damages under any circumstances. Any action taken or omitted by the Trust Indemnified Parties

with the approval of the Bankruptcy Court, or any other court of competent jurisdiction, will conclusively be deemed not to constitute willful misconduct, bad faith, or fraud.

(c) The Trust Indemnified Parties shall not be subject to any personal liability whatsoever, whether in tort, contract or otherwise, to any Person in connection with the affairs of the Trust or for any liabilities or obligations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud, and all Persons claiming against the Trust Indemnified Parties, or otherwise asserting claims of any nature in connection with affairs of the Trust, shall look solely to the Trust Assets for satisfaction of any such claims.

(d) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Trust or the Beneficiaries, it is hereby understood and agreed by the parties hereto and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties, provided however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.7 and its subparts.

(e) The Trust Indemnified Parties shall be indemnified to the fullest extent permitted by law by the Trust against all liabilities arising out of the creation, operation, administration, enforcement or termination of the Trust, including actions taken or omitted in fulfillment of their duties with respect to the Trust, except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(f) The Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

#### Section 5.8 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.8.

(b) In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor to any Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Trust or to the Beneficiaries, it is hereby understood and agreed by the Parties and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trustee, provided however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.7 herein.

(d) No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction.

(e) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties, and powers hereunder.

(f) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

#### Section 5.9 Indemnification.

(a) Without the need for further court approval, the Trust hereby indemnifies, holds harmless, and defends the Trust Indemnified Parties in the performance of their duties hereunder to the fullest extent that a trust, including a statutory trust organized under the laws of the State of Louisiana, is entitled to indemnify, hold harmless and defend such persons against any and all liabilities, expenses, claims, damages or losses (including attorneys' fees and costs) incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to or after the Effective Date in connection with the formation, establishment, funding or operations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Trust shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by final order of the Bankruptcy Court that the Trust

Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(c) The Trustee may purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including rights to indemnification or contribution.

Section 5.10 Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

## **ARTICLE 6.**

### **DURATION OF TRUST**

#### **Section 6.1 Duration.**

Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

Section 6.2 Dissolution/Termination of Trust. The Trust shall be dissolved at such time as (i) all of the Trust Assets have been distributed pursuant to the Plan and this Agreement, (ii) the Trustee determines that the administration of any remaining Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Trustee under the Plan and this Agreement have been made; provided, however, that in no event shall the Trust be dissolved later than seven (7) years from the Effective Date unless a court of competent jurisdiction determines that a fixed period extension is necessary to facilitate or complete the recovery and liquidation of the Trust Assets. If at any time the Trustee determines, in reliance upon such professionals as the Trustee may retain, that the expense of continued administration of the Trust is likely to exceed the value of the remaining Trust Assets, the Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve



the Trust, (ii) disburse any remaining cash for disposition under the Plan, and (iii) donate any remaining assets to a charitable organization (A) described in section 501(c)(3) of the Tax Code, (B) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (C) not a “private foundation” as defined in section 509(a) of the Tax Code, and (D) that is unrelated to the Debtors, the Trust, and any insider of the Trustee, and (iii) dissolve the Trust.

Section 6.3 No Termination by Beneficiaries. The Trust may not be terminated at any time by the Beneficiaries.

Section 6.4 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until his responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Oversight Committee members, the Trustee, and the Trust’s professionals and agents shall be deemed discharged under this Agreement and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court may enter an order relieving the Oversight Committee members and the Trustee, his employees, and the Trust’s professionals and agents of any further duties, discharging and releasing the Trustee from all liability related to the Trust, and releasing the Trustee’s bond, if any.

## ARTICLE 7.

### OVERSIGHT COMMITTEE

Section 7.1 Appointment, Composition, and Governance of Oversight Committee. The Oversight Committee shall consist of five members, who are: selected from the members of the Committee or other abuse survivor claimants. The Oversight Committee may, by majority vote, appoint such additional members to the Oversight Committee as they see fit.

Section 7.2 Rights and Duties of Oversight Committee; Corresponding Limitations on Trustee’s Actions. The rights and duties of the Oversight Committee shall be those set forth in this Agreement. The Trustee shall limit its actions on behalf of the Trust in accordance with the limits established by those provisions.

Section 7.3 Approval and Authorization on Negative Notice. The Trustee may obtain approval or authorization required with respect to any matter in which the amount of up to \$250,000 is in dispute under the Plan or this Agreement from the Oversight Committee on seven (7) business days’ negative notice. The Trustee may obtain approval or authorization required with respect to any matter in which the amount of more than \$250,000 is in dispute under the Plan or this Agreement from the Oversight Committee by an affirmative vote of two-thirds of the Oversight Committee. The Trustee may make requests on behalf of the Trust for approval or authorization by the Oversight Committee in writing, which may be made in the form of an e-mail. In the event any Oversight Committee member objects to the Trustee’s request, the Trustee shall consult with

the members of the Oversight Committee about how to proceed. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section or this Article.

Section 7.4 Reimbursement of Oversight Committee Expenses. The Trustee shall pay from the Trust Assets all reasonable costs and expenses of the Oversight Committee.

Section 7.5 Oversight Committee Member's Conflicts of Interest. The Oversight Committee members shall disclose any actual or potential conflicts of interest that such member has with respect to any matter arising during administration of the Trust to the other Oversight Committee members and the Trustee and such member shall be recused from voting on any matter on which such member has an actual or potential conflict of interest.

Section 7.6 Resignation and Replacement of Oversight Committee Member. A member of the Oversight Committee may resign at any time on notice (including e-mailed notice) to the other Oversight Committee members and the Trustee. The resignation shall be effective on the later of (i) the date specified in the notice delivered to the other Oversight Committee members and the Trustee or (ii) the date that is thirty (30) days after the date such notice is delivered. In the event of the resignation, death, incapacity, or removal of a member of the Oversight Committee, the Trustee may nominate and the remaining members of Oversight Committee may approve, by a majority vote, a replacement member of the Oversight Committee.

Section 7.7 Absence of Oversight Committee. In the event that the members of the Committee do not appoint an Oversight Committee, an Oversight Committee is not yet formed, no one is willing to serve on the Oversight Committee, or there shall have been no Oversight Committee members for a period of thirty (30) consecutive days, then the Trustee may, during such vacancy and thereafter, ignore any reference in this Agreement to an Oversight Committee, and all references to the Oversight Committee's rights and responsibilities in this Agreement will be null and void.

## ARTICLE 8.

### GENERAL PROVISIONS

Section 8.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable. The Settlor shall not (i) retain any ownership or residual interest whatsoever with respect to any Trust Assets, including, but not limited to, the funds transferred to fund the Trust, and (ii) have any rights or role with respect to the management or operation of the Trust, or the Trustee's administration of the Trust.

Section 8.2 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the following provisions.

(b) The Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the

Trust because (i) all reasonably expected assets have been collected by the Trust, (ii) all Distributions have been made to the extent set forth in the Trust Allocation Protocol, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses in a manner consistent with the Trust Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the “**Dissolution Date**”).

(c) Following the dissolution and Distribution of the Trust Assets, the Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust to be filed. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) After termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until its duties hereunder have been fully performed. The Trustee shall retain the books, records, documents and files that shall have been delivered to or created by the Trustee until Distribution of all the Trust Assets. For purposes of this provision, Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000 and no further actions are pending or have yet to be brought. At the Trustee’s discretion, all of such books, records, documents and files may be destroyed at any time following the later of: (i) the first anniversary of the final Distribution of the Trust Assets, and (ii) the date until which the Trustee is required by applicable law to retain such books, records, documents and files; provided however, that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents or files relating to the Trust without giving Reorganized Debtor the opportunity to take control of such books, records, documents and/or files.

(e) Upon termination of the Trust and accomplishment of all activities described in this agreement, the Trustee and its professionals shall be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law or fraud of the Trustee or his agents or representatives). The Trustee may, at the expense of the Trust, seek an Order of the Bankruptcy Court confirming the discharges, exculpations and exoneration referenced in the preceding sentence.

### Section 8.3 Outgoing Trustee Obligations.

In the event of the resignation or removal of the Trustee, the resigning or removed Trustee shall:

(a) execute and deliver by the effective date of resignation or removal such documents, instruments, records and other writings as may be reasonably requested by the successor Trustee to effect such resignation or removal and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

(b) deliver to the successor Trustee all documents, instruments, records and other writings relating to the Trust Assets as may be in the possession or under the control of the resigning or removed Trustee;

(c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee; and

(d) irrevocably appoint the successor Trustee (and any interim trustee) as its attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Trust Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment. The Bankruptcy Court also may enter such orders as are necessary to effect the termination of the appointment of the Trustee and the appointment of the successor Trustee.

#### Section 8.4 Taxes.

(a) The Trust is intended to qualify as a "qualified settlement fund" within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the IRC, as amended (the "**QSF Regulations**"), with respect to which Reorganized Debtor shall timely make an election to treat the Trust as a "grantor trust" for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local income tax purposes.

(b) The Trustee shall be the "administrator" of the Trust within the meaning of section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust out of the Trust Assets, which assets may be sold by the Trustee to the extent necessary to satisfy tax liabilities of the Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund and a grantor trust, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund and a grantor trust within the meaning of the QSF Regulations. The Trustee may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust for all taxable periods through the Dissolution Date.

(c) As soon as reasonably practicable after the Effective Date, but in no event later than one hundred twenty (120) days thereafter, the Trust shall make a good faith valuation of the Trust Assets and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. In connection with the preparation of the valuation contemplated hereby, the Trust shall be entitled to retain such professionals and advisors as the Trustee shall determine to be appropriate or necessary, and the Trustee shall take such other actions in connection therewith as he or she determines to be appropriate or necessary.

(d) The Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state or local

tax law with respect to any payment or Distribution. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed or paid for all purposes of this Trust Agreement. The Trustee shall be authorized to collect such tax information (including tax identification numbers) as in his or her sole discretion is deemed necessary to effectuate the Plan, the Confirmation Order and this Trust Agreement. In order to receive Distributions, all Beneficiaries shall be required to provide tax information to the Trustee to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Trustee for these purposes. The Trustee may refuse to make a payment or Distribution unless or until such information is delivered; provided however, that, upon the delivery of such information, the Trustee shall make such delayed payment or Distribution, without interest. Notwithstanding the foregoing, if a person fails to furnish any tax information reasonably requested by the Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Trust. In no event shall any escheat to any federal, state or local government or any other entity.

Section 8.5 Modification.

(a) Material modifications to this Trust Agreement, including Exhibits hereto, may be made only with the consent of the Trustee and the majority of the Oversight Committee and subject to the approval of the Bankruptcy Court; provided however, that the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice on the Bankruptcy Court docket, to make minor corrective or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement, provided such minor corrective or clarifying amendments shall not take effect until ten (10) days after notice to on the Bankruptcy Court docket, subject to any objection by a Beneficiary. Except as permitted pursuant to the preceding sentence, the Trustee shall not modify this Trust Agreement in any manner that is inconsistent with the Plan or the Confirmation Order without the approval of the Bankruptcy Court. The Trustee shall file notice of any modification of this Trust Agreement with the Bankruptcy Court.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) the applicability of section 105 of the Bankruptcy Code to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction or any other injunction or release issued or granted in connection with the Plan and Confirmation Order or (iii) the Trust's qualified settlement fund status and grantor trust status under the QSF Regulations.

Section 8.6 Severability. If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 8.7 Notices. Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

with a copy (which shall not constitute notice) to:

All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 8.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the Oversight Committee and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their, rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above.

Section 8.9 Limitation on Transferability; Beneficiaries' Interests. Except as may be ordered by the Bankruptcy Court, the Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of any Trustee, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on Distributions; and (g) give rise to any rights to seek a partition or division of the Trust Assets. Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, the Beneficiaries shall have an undivided beneficial interest only in cash assets of but only to the extent such cash assets are declared by the Trustee to be distributable as Distributions in accordance with the Trust Documents. For the avoidance of doubt, the Beneficiaries shall have only such rights as expressly set forth in the Trust Documents. The interest of each of the Beneficiaries hereunder shall be subject to the maximum spendthrift restraints permitted by Louisiana law.

Section 8.10 Exemption from Registration.

The Parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent

or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute “securities,” the Parties hereto intend that the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the Trust will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

Section 8.11 Entire Agreement; No Waiver.

The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 8.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 8.13 Governing Law.

This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Louisiana law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Oversight Committee set forth or referenced in this Trust Agreement.

Section 8.14 Settlor's Representative.

Pursuant to the Trust Documents, the Reorganized Debtor is hereby irrevocably designated as the “**Settlor's Representative**” and is hereby authorized to take any action consistent with Reorganized Debtor's obligations under the Trust Documents that is reasonably requested of the

Settlor by the Trustee pursuant to the Trust Documents. Pursuant to the Trust Documents, the Settlor's Representative shall cooperate with the Trustee and the Trust's officers, employees and professionals in connection with the Trust's administration of the Aggregate Settlement Consideration, including, but not limited to, providing the Trustee or his or her officers, employees and professionals, upon written request (including e-mail), reasonable access to information related to the Aggregate Settlement Consideration, including, without limitation, delivery of documents in the possession of, or witnesses under the control of, Reorganized Debtor to the extent that the Trustee could obtain the same by subpoena, notice of deposition or other permissible discovery request, without the need for a formal discovery request.

Section 8.15 Independent Legal and Tax Counsel.

All parties to this Trust Agreement have been represented by counsel and advisors of their own selection in this matter. It is specifically acknowledged and understood that this Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America.

Section 8.16 Waiver of Jury Trial.

Each party hereto and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement.

Section 8.17 Effectiveness.

This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

Section 8.18 Counterpart Signatures.

This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[SIGNATURE PAGES TO FOLLOW]*



THUS DONE AND PASSED in the Parish of Orleans, State of Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 2024, to be effective as of the date set forth above, in the presence of the undersigned competent witnesses who have hereunto signed their names with the below appearer and me, Notary Public, after due reading of the whole.

**WITNESSES:**

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

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

**SETTLOR:**

The Roman Catholic Church of the Archdiocese of  
New Orleans

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Bar or Notary No.: \_\_\_\_\_

THUS DONE AND PASSED in the Parish of Orleans, State of Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 2024, to be effective as of the date set forth above, in the presence of the undersigned competent witnesses who have hereunto signed their names with the below appearer and me, Notary Public, after due reading of the whole.

**WITNESSES:**

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

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

**TRUSTEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Bar or Notary No. \_\_\_\_\_

THUS DONE AND PASSED in the Parish of Orleans, State of Louisiana on the \_\_\_\_ day of \_\_\_\_\_, 2024, to be effective as of the date set forth above, in the presence of the undersigned competent witnesses who have hereunto signed their names with the below appearer and me, Notary Public, after due reading of the whole.

**OVERSIGHT COMMITTEE MEMBERS:**

**WITNESSES:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Bar or Notary No. \_\_\_\_\_

**EXHIBIT 1**  
**TRUST ALLOCATION PROTOCOL**

**EXHIBIT 1**

**TRUST ALLOCATION PROTOCOL**

**1. PURPOSE**

The Trust Allocation Protocol is to provide for the distribution of funds to Abuse Claimants.

**2. DEFINITIONS**

**2.1 Capitalized Terms.**

Capitalized terms used shall have the meanings given them in the Plan or the Bankruptcy Code, unless otherwise defined, and such definitions are incorporated herein by reference.

“**Late Claim**” means an Abuse Claim filed after the Bar Date.

“**Late Claimant**” means an Abuse Claimant who filed an Abuse Claim after the Bar Date.

“**Litigation Award**” means a final, nonappealable judgment or verdict determining that the Reorganized Debtor and/or any Other Insured Entity is/are liable to a Litigation Claimant because of such Litigation Claimant’s Abuse Claim.

“**Litigation Claimant**” means any Abuse Claimant whose Abuse Claim the Trustee believes in good faith to be covered, in whole or in part, by policies of insurance issued by one or more Non-Settling Insurers, and who is authorized by the Trustee to liquidate their Abuse Claim under the Plan regarding litigation of Abuse Claims. The Trustee may, but is not required to, consult the Reorganized Debtor prior to making such a determination.

“**Perpetrator of the Debtor**” means a Natural Person: (1) who was an employee or other agent of the Debtor or any other Other Insured Entity (as defined in the Plan) when such person committed an act of Abuse; or (2) for whom or for whose actions the Debtor or any other Other Insured Entity (as defined in the Plan) was otherwise responsible or liable.

**3. RULES OF INTERPRETATION AND GENERAL GUIDELINES**

**3.1 Sole and Exclusive Method.**

The Plan and the Trust Agreement contemplate that the Trust will be established for payment of Abuse Claims. The Plan and this Trust Allocation Protocol shall together be the sole and exclusive method by which an Abuse Claimant may seek distribution because of an Abuse Claim against the Debtor.

### **3.2 Conflict with Plan.**

The terms of the confirmed Plan (as it may be amended) or the Confirmation Order shall prevail if there is any conflict between the terms of the Plan and the terms of this allocation protocol.

### **3.3 Non-Compensatory Damages and Other Theories of Liability.**

In determining the distribution to any Abuse Claimant, punitive damages and damages that can be classified as economic damages that do not compensate the Abuse Claimant for bodily injury and/or emotional distress or mental anguish attributable to their bodily injury shall not be considered or allowed, even if these damages could have been considered or allowed under applicable non-bankruptcy law. Any distribution to an Abuse Claimant shall be solely because of bodily injury and/or emotional distress or mental anguish attributable to the bodily injury to such Abuse Claimant.

### **3.4 Withdrawal of Claims.**

An Abuse Claimant can irrevocably withdraw an Abuse Claim at any time upon written notice to the Trustee and the Reorganized Debtor. Once withdrawn, the Abuse Claim may not be reasserted against the Trust (including filing a Future Abuse Claim by an Abuse Claimant who withdrew his or her Abuse Claim).

### **3.5 Res Judicata Effect.**

The Abuse Claims Reviewer's determination regarding an Abuse Claim shall have no preclusive, res judicata judicial, estoppel or similar effect outside of this Case as to any third party including, but not limited to, the Non-Settling Insurers.

### **3.6 Successor to Abuse Claimant.**

For the avoidance of doubt, an Abuse Claim filed by or on behalf of an Abuse Claimant who died before receiving a distribution shall be reviewed and scored without reference to the Claimant's death or any penalty as a result of the Claimant's death and shall be paid to the Abuse Claimant's successor, estate or survivors in accordance with applicable law. The executor or administrator of the estate or other person authorized under applicable law to administer the assets of the decedent (an "estate representative") shall provide documentation satisfactory in form and substance to the Trustee affirming such estate representative's authority to administer the Abuse Claim on behalf of the decedent Abuse Claimant's estate within 90 days of the Trustee's request for such documentation.

### **3.7 Confidentiality and Privilege.**

All information that the Abuse Claims Reviewer receives from any source about any Abuse Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Abuse Claimant (or such Claimant's

counsel of record). All information that the Abuse Claims Reviewer received from any Abuse Claimant (including from counsel to such Claimant) shall be subject to a mediation privilege and receipt of such information by the Abuse Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

**4. ABUSE CLAIMS REVIEWER**

[TBD] is the “Abuse Claims Reviewer” (the “Abuse Claims Reviewer”) under the terms of this protocol and an order of the Bankruptcy Court. The Abuse Claims Reviewer shall review each of the Abuse Claims (as and when such Abuse Claims may be filed) and, according to the guidelines in section 5 below, make determinations upon which individual monetary distributions will be made subject to the Plan and the Trust Documents. The Abuse Claims Reviewer’s review as to each Abuse Claimant shall be the final review, subject only to reconsideration as set forth in section 7 below.

Donlin Recano shall provide electronic copies of all Abuse Proof of Claim forms (including any attachments thereto and as the same may have been amended from time to time) to the Abuse Claims Reviewer within 7 days of the Effective Date. Donlin Recano shall provide electronic copies of any Abuse Claim filed after the Effective Date to the Trustee within 7 days of the filing of such Abuse Claim.

**5. PROCEDURE FOR ALLOCATION AMONG ABUSE CLAIMS**

**5.1 Proof of Abuse.**

The Abuse Claims Reviewer shall consider all of the facts and evidence presented by the Abuse Claimant in the Abuse Claimant’s filed proof of claim (as the same may have been amended from time to time prior to the Effective Date). Abuse Claimants may provide supplemental evidence and information to the Abuse Claims Reviewer and Trustee pursuant to the below procedures. Future Abuse Claimants shall send their Abuse Claim form directly to the Trustee and the Abuse Claims Reviewer and are not required to file such Abuse Claim with the Claims Agent or the Bankruptcy Court. The Trustee shall transmit a copy of any Abuse Claims received to the Abuse Claims Reviewer within a reasonable time after receipt thereof. The Abuse Claims Reviewer may request additional information from an Abuse Claimant.

Each Abuse Claimant can submit a written statement (a “**Supplemental Submission**”) to the Abuse Claims Reviewer. Unless otherwise provided in a Bankruptcy Court order, the Abuse Claims Reviewer shall establish a deadline (the “**Submission Deadline**”) of no less than 30 days from the Plan Effective Date for Abuse Claimants to submit Supplemental Statements to the Abuse Claims Reviewer (except for submission of an Unknown Tort Claim). Notice of the Submission Deadline (the “**Supplement Notice**”) shall provide, among other things, the method for submission of Supplemental Statements. All notices by the Abuse Claims Reviewer to Abuse Claimants, including the Supplement Notice, shall

be sent to each Abuse Claimant's counsel of record via email and first class mail at the address(es) provided in the applicable Abuse Proof of Claim Form.

The Supplemental Submission shall be no longer than 10 pages, single sided, double spaced with 12-point font; provided, however, that an Abuse Claimant not represented by counsel may submit a handwritten Supplemental Submission not to exceed 10 single sided pages in length. A Supplemental Submission shall be submitted by the Submission Deadline (or other deadline established by the Bankruptcy Court) unless the Abuse Claims Reviewer determines, in his sole discretion, there is good cause for delay. The Abuse Claims Reviewer, in his sole discretion, may allow an Abuse Claimant to exceed the page limit for the Supplemental Submission. Abuse Claimant may submit a Supplemental Submission to the Abuse Claims Reviewer, instead of a written statement, via video that is no more than ten minutes. An Abuse Claimant may submit either a written or video Supplemental Submission, but not both. A video submission may only record the Abuse Claimant and may record no other person, including an agent or representative of an Abuse Claimant; provided, however, a video may include a recording of a portion of the Abuse Claimant's deposition if such portion is not more than ten minutes. If an Abuse Claimant declines to submit a written or video Supplemental Submission, such declination shall not be held against the Abuse Claimant or be used as grounds to discount the Abuse Claim. **The medium of the Supplemental Submission (whether in writing or by video) shall not advantage or disadvantage an Abuse Claimant.**

## **5.2 Guidelines for Allocation for Abuse Claims.**

### **(a) Initial Evaluation.**

The Abuse Claims Reviewer shall consider whether the Abuse Claimant has proven by credible evidence that the Abuse was perpetrated by a Perpetrator of the Debtor and that the Abuse Claim was filed within the applicable prescriptive period or is subject to a legally valid extension of the applicable prescriptive period. The Abuse Claims Reviewer shall give notice to the Abuse Claimant and the Trustee if he determines that the Abuse Claimant has not met the foregoing burden of proof and will provide the Abuse Claimant a reasonable opportunity to provide facts and/or legal basis to establish that the foregoing burden of proof has been met. The Debtor and any Participating Party (other than a Settling Insurer) must cooperate with any information or discovery request by an Abuse Claimant related to the Abuse Claims Reviewer's determination that the Abuse Claimant has not met the foregoing burden of proof. On request of the Trustee, the Abuse Claims Reviewer shall evaluate the Claims under Section 5.2(b) to let the Trustee reserve sufficient amounts to pay the Abuse Claimant if the Abuse Claims Reviewer determines that the Abuse Claimant has met the foregoing burden of proof.

### **(b) Evaluation Factors**



- (i) Each Abuse Claim that has meet its burden under the initial evaluation described in section 5.2(a) will be evaluated by the Abuse Claims Reviewer. The Abuse Claims Reviewer shall not consider the mere fact that a Claimant has been or is incarcerated in the review of the Abuse Claim unless an element of the crime for which the Claimant was convicted includes any fraud or misrepresentation. Each Abuse Claim will be scored on a scale of up to one hundred (100) based on these factors:

(1) Nature of the Sexual Abuse:

- a. Duration;
- b. Frequency/number of instances;
- c. Degree of intrusiveness into child's body (*e.g.* clothed/unclothed, masturbation by or of perpetrator, oral penetration, anal penetration, vaginal penetration);
- d. Level or severity of force/violence/coercion/threats;
- e. Control of environment (*e.g.* boarding school, orphanage, trip under supervision of perpetrator, day school, employment relationship with Perpetrator of the Debtors);
- f. Number of Perpetrators of the Debtors that abused the Claimant;
- g. Physical pain suffered;
- h. Grooming; and/or
- i. Additional factors that may be provided by the Claimant.

(2) Impact of Abuse:

- a. School behavior problems;
- b. School academic problems;
- c. Getting into legal trouble as a minor;
- d. Loss of faith;

- e. Damage to family relationships/ interpersonal difficulties;
- f. Mental health symptoms, including:
  - i. Depression;
  - ii. Suicide Attempt and suicidal ideation;
  - iii. Anxiety;
  - iv. Substance abuse;
  - v. Sexual acting out;
  - vi. Runaway;
  - vii. Flashbacks;
  - viii. Nightmares; and/or additional factors that may be provided by the Claimant.
- g. Adult and current functioning:
  - i. Criminal record as an adult;
  - ii. Underemployment/unemployment;
  - iii. Relationship problems
  - iv. Substance abuse; and/or additional factors that may be provided by the Claimant.
- h. The risk of the foregoing factors affecting the Abuse Claimant in the future based on the Abuse Claimant's age at the present time; and/or
- i. Additional factors that may be provided by the Claimant.

**(ii) Consent Factor**

Each Abuse Claim will be scored on a scale of up to fifty (50) points on whether there was a lack of consent for the at issue contact between the Abuse Claimant and the Perpetrator of the Debtor. All contact that occurred prior to the Claimant's eighteenth birthday will receive fifty (50) points.

**(iii) Additional Factors:**

Level of participation by the Abuse Claimant in public/litigation events related to the Abuse Claims, including but not limited to:

- a. leadership role in helping sexual abuse survivors, including, but not limited to, participation in organizations and efforts to promote legislation beneficial to sexual abuse survivors;
  - b. participation in litigation against the Archdiocese before the Petition Date;
  - c. participation in criminal proceedings against a Perpetrator of the Debtor;
- and/or
- d. filing of a lawsuit naming an Other Insured Entity in state court.

**5.3** There will be no consideration of an Abuse Claimant's claims against any other entity that may be liable for the abuse to the Abuse Claimant.

**5.4** Any Late Claimant must submit either a motion to allow a late filed claim with the Bankruptcy Court or a written statement (no longer than 10 pages, single sided, double spaced with 12-point font) regarding the basis for filing their Abuse Claim after the Bar Date, including the basis for any excusable neglect therefor. The deadline to submit such statement shall be the Submission Deadline provided upon notice by the Abuse Claims Reviewer. The Abuse Claims Reviewer shall award zero (0) points for any Late Claimant that fails to submit such statement. With respect to any Late Claim filed between March 2, 2021, and September 16, 2024, the Abuse Claims Review (a) shall reduce the points awarded to such Abuse Claim by 20% and (b) may, in his sole discretion based on the Late Claimant's statement, reduce the points awarded to any such Abuse Claim up to 90%. With respect to any Late Claim filed between September 17, 2024, and the Effective Date, the Abuse Claims Reviewer (a) shall reduce the points awarded to such Abuse Claim by 40% and (b) may, in his sole discretion based on the Late Claimant's statement, reduce the points awarded to any such Abuse Claim by up to 90%. For example, if the Abuse Claims Reviewer assesses a Late Claim at 100 points, he or she shall reduce the assessment to 60 points and may, in his sole discretion based on the Late Claimant's statement, further reduce the assessment but he may not reduce it to less than 10 points.

**6. ADJUSTMENTS.**

The Abuse Claims Reviewer shall adjust all Reviewed Claims as follows:

**6.1 No Award for Non-Abuse.**

The Abuse Claims Reviewer shall allocate zero (0) points for any Claim that is not an Abuse Claim.

**6.2 Disallowed Abuse Claims.**

The Abuse Claims Reviewer shall allocate zero (0) points to any Disallowed Abuse Claim.

**7. DETERMINATION OF POINT TO DOLLAR VALUE AND REQUESTS FOR RECONSIDERATION.**

The Abuse Claims Reviewer will arrive at a point total for each Abuse Claimant considering the above factors.

The Trustee shall calculate the value of an individual “point” after all Abuse Claims, except Future Abuse Claims, have been reviewed. The point value will be determined by dividing (a) the total dollars in the amount funded to the Trust for the Abuse Claims by (b) the total of points among the individual Abuse Claims. For example, if there are 50 claimants awarded 10,000 points within a Claimant Pool, with a total settlement fund of \$2 million, each point would be valued at \$200. A Claimant with a 70 point award would receive a distribution from the settlement fund of \$14,000, subject to any amounts due under the Claimant’s retainer agreement with counsel.

**8. DETERMINATIONS BY THE ABUSE CLAIMS REVIEWER AND REQUESTS FOR RECONSIDERATION AND APPEAL.**

The Trustee shall notify each Abuse Claimant in writing of the monetary distribution regarding the Abuse Claimant’s Claim (the “**Allocated Payment**”), which distribution may be greater or smaller than the actual distribution to be received based on reserves established by the Trustee and the outcome of any reconsideration of claims. The Trustee shall mail this preliminary determination to the Abuse Claimant’s counsel of record, or in the case of unrepresented parties, to the last address based on the Abuse Claimant’s filed proof of claim. The Abuse Claims Reviewer’s determination shall be final unless the Abuse Claimant makes a timely request for the point award to be reconsidered by the Abuse Claims Reviewer. The Abuse Claimant shall not have a right to any other appeal of the Abuse Claims Reviewer’s point award. The Abuse Claimant may request reconsideration of the Abuse Claims Reviewer’s point award by delivering a written request for reconsideration to the Abuse Claims Reviewer within 30 calendar days after mailing of the preliminary monetary distribution. The Abuse Claimant, with the request for reconsideration, may submit additional evidence and argument supporting such request upon a showing that such additional information could not have been provided under this protocol. Additionally, the Abuse Claimant must include a check for [\$\_\_\_\_] with his or her request for reconsideration to cover the costs of the reconsideration. The Trustee shall

waive the reconsideration fee if an Abuse Claimant submits to the Trustee a statement signed under the penalty of perjury that they are unable to pay the reconsideration fee. The Abuse Claims Reviewer shall have sole discretion to determine how to respond to the request for reconsideration. The Abuse Claims Reviewer's determination of such request for reconsideration shall be final and not subject to any further reconsideration, review or appeal by any party, including a court.

## **9. MONETARY DISTRIBUTIONS**

### **9.1 Distributions to Abuse Claimants (except Unknown Tort Claimants)**

Once the Abuse Claims Reviewer's determinations are final, the Trustee shall make monetary distributions to the Abuse Claimants, except Unknown Tort Claimants and Litigation Claimants, in accordance with the terms of the Plan, the Trust Agreement, and this Trust Allocation Protocols. Distributions to Litigation Claimants will be made in accordance with Section 10 below.

### **9.2 Distributions to Unknown Tort Claimants**

The Unknown Tort Claims Trustee shall pay Unknown Tort Claimants in accordance with the terms of the Plan, Confirmation Order, and the Unknown Tort Claims Trust Documents, as follows:

(a) The Unknown Tort Claims Trustee shall make a Distribution to Unknown Tort Claimants at least once during every twelve (12) months after the Effective Date if and to the extent any such claims have been filed. The date of any such Distribution is referred to herein as a "Distribution Date."

(b) The maximum value of a point allocated to the Unknown Tort Claimants pursuant to this Allocation Protocol shall be equal to the value of a point allocated to all Class 4 Abuse Claimants (such amount, the "Maximum Future Abuse Claim Amount").

(c) During any twelve (12) month period, the Unknown Tort Claims Trustee shall distribute no more than: (a) 12.5% of the remaining amount available from the Unknown Claims Reserve collectively to all Unknown Tort Claimants who have filed Future Abuse Claims entitled to a distribution as of a given Distribution Date and (b) 4% of the remaining amount available from the Unknown Tort Claims Reserve to any single Unknown Tort Claimant; provided, however, that the Unknown Tort Claims Trustee shall not distribute more than the Maximum Future Abuse Claim Amount to any Unknown Tort Claimant; provided further, however, that upon any Distribution, the Unknown Tort Claims Trustee shall: (x) first distribute funds to Unknown Tort Claimants who filed compensable Unknown Tort Claims after other Unknown Tort Claimants had already received a Distribution until Holders of such later filed Unknown Claims receive an amount equal (on a per point basis) to the amount already distributed to Unknown Tort Claimants who previously received a Distribution, and (y) thereafter distribute additional available funds to all holders of allowed Unknown Tort Claims as of such Distribution Date.

### **9.3 Release and Dismissal of Pending Litigation**

No Abuse Claimant shall receive a Distribution until such Abuse Claimant has executed and delivered to the Trust the Abuse Claim Release Agreement attached to this Trust Allocation Protocol as Exhibit 1. Each Abuse Claimant must release all Claims against the Released Parties and Settling Insurers. Upon request, the Trust must provide copies of an executed Abuse Claim Release Agreement to the (a) releasing Abuse Claimant and Released Party and (b) to any Joint Tortfeasor that has executed a non-disclosure or confidentiality agreement acceptable in form and substance to the Trust. For the avoidance of doubt, nothing herein shall require an Abuse Claimant to release any Person that is not a Released Party.

Within 45 days of the Effective Date, the subject Abuse Claim asserted against the Archdiocese and/or any Released Party shall be dismissed, with prejudice, and without fees and costs being recoverable against the releasing Abuse Claimant, the Archdiocese, the Reorganized Debtor, or any Released Party.

## **10. PROCEDURE FOR LITIGATION**

### **10.1 Litigation Against Co-Defendants**

For the avoidance of doubt, all Abuse Claimants are free to pursue litigation against any Co-Defendants who are not Released Parties without any permission, oversight, or any restriction by the Trustee.

### **10.2 Abuse Claims Covered by Non-Settling Insurers**

Attached as Exhibit \_\_\_\_ is a non-exclusive list of Abuse Claims and the Non-Settling Insurers.

### **10.3 Notice of Interest in Litigation.**

Abuse Claimants who believe their claim is covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurers must submit to the Trustee written notice (“**Litigation Election Claimants**”) of their election to move forward with litigation against the Reorganized Debtor and/or Participating Parties, under the limitations and provisions of the Plan, by the Submission Deadline.

### **10.4 Designation as Litigation Claimant.**

The Trustee will confirm which Litigation Election Claimants allege Abuse allegedly covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurers (“**Litigation Claimants**”). The Trustee may, but is not required to, consult with the Reorganized Debtor before making such a determination. The Trustee shall give written notice to all Litigation Election Claimants whether their claims are allegedly covered, in

whole or in part, by Insurance Policies issued by one or more Non-Settling Insurers. The Trustee's determination regarding whether certain Insurance Policies may apply to a particular Abuse Claim is not a determination of coverage and is without prejudice to any coverage defenses that may be asserted related to such Insurance Policy.

#### **10.5 Litigation Authorization.**

The Trustee may authorize up to twenty Litigation Claimants per month to pursue their Abuse Claims in any court of competent jurisdiction, at such Litigation Claimants' expense, to determine any liability that the Reorganized Debtor, any Other Insured Entity, any Co-Defendant, and / or any Non-Settling Insurer may have regarding an Abuse Claim and the amount of that liability. Within sixty days of the Submission Deadline, the Trustee shall, in consultation with the Trust Advisory Committee, prepare a six-month schedule of the claims authorized to begin litigation and provide notice of such schedule to all Litigation Claimants ("**Notice of Litigation Schedule**"). The Trustee shall prioritize claims that initiated litigation prior to the Petition Date and claims with the highest point values under the factors set forth in Section 5.2(b), but may consider additional factors such as age of Claimant and legal merits of Claimant's case. Notwithstanding the foregoing, the Trustee shall authorize all Litigation Claimants to pursue their Abuse Claims in any court of competent jurisdiction prior to the expiration of the window statute established by 2021 Louisiana Act 322, 2022 Louisiana Act 386, and 2024 Louisiana Act 481. If a Litigation Claimant fails to initiate litigation within 60 days of the date provided in the Notice of Litigation Schedule, the Trustee may rescind the authorization and adjust the Litigation Schedule to accelerate other Litigation Claimants.

#### **10.6 Just Cause for Expedition of Litigation.**

Litigation Claimants may, within 14 days of receipt of the Notice of Litigation Schedule, submit a written statement to the Trustee explaining any specific cause requiring earlier authorization of their claims for pursuit of litigation. The Trustee, in consultation with the Trust Advisory Committee, shall review such statements and, if needed, provide an amended Notice of Litigation Schedule to all Litigation Claimants. If the Trustee does not schedule a Litigation Claimant to pursue his or her litigation on the Notice of Litigation Schedule, the Litigation Claimant may request mediation with the Trustee. If the mediation is unsuccessful, the Litigation Claimant may appeal to the Bankruptcy Court for just cause to be authorized to pursue his or her claim against the Reorganized Debtor, Other Insured Entity, any Co-Defendant, and / or Non-Settling Insurer.

#### **10.7 Litigation Claims Enhancements.**

To the extent the Reorganized Debtor and any Other Insured Entity, with the consent of the Trustee, enters into a settlement agreement whereby a Non-Settling Insurer becomes a Settling Insurer (such settlement, a "**Trust Insurance Settlement**") that covers a Litigation Claimant's Abuse Claim (the policy or policies that cover such Abuse Claim(s) are a "**Target Policy**"), such Litigation Claimants shall receive a point enhancement (the "**Claim Enhancement**") to his or her point allocation. The Claim Enhancement shall be

payable only from the proceeds of the applicable Trust Insurance Settlement. The Claim Enhancements are independent of one another and are not intended to be cumulative. The Trustee shall reserve sufficient amounts to fund such enhanced payments before distribution of Trust Insurance Settlement proceeds to Abuse Claimants who are not Litigation Claimants.

Claim Enhancements shall be applied as follows:

- a. A Litigation Claimant shall receive an enhancement of 1.1 times their Allocated Payment if the Trust Insurance Settlement for a Target Policy is entered into before the Litigation Claimant files a post-Notice of Litigation Schedule pleading or propounds post-Notice of Litigation Schedule discovery.
- b. A Litigation Claimant shall receive an enhancement of 1.5 times their Allocated Payment if the Trust Insurance Settlement for a Target Policy is entered into after a Litigation Claimant files a post-Notice of Litigation Schedule pleading or propounds post-Notice of Litigation Schedule discovery but before a post-Notice of Litigation Schedule deposition or interview of the Litigation Claimant by opposing counsel.
- c. A Litigation Claimant shall receive an enhancement of 2 times their Allocated Payment if the Trust negotiates a Trust Insurance Settlement for a Target Policy if the Trust Insurance Settlement is entered into after a post-Notice of Litigation Schedule deposition of the Litigation Claimant by opposing counsel has occurred but before commencement of a trial in such Litigation Claimant's case.
- d. A Litigation Claimant shall receive an enhancement of 3 times their Allocated Payment if the Trust negotiates a Trust Insurance Settlement for a Target Policy if the Trust Insurance Settlement is entered into on or after the first day of a trial in such Litigation Claimant's case.
- e. A Litigation Claimant shall receive an enhancement of 4 times their Allocated Payment if the Trust negotiates a Trust Insurance Settlement for a Target Policy if the Trust Insurance Settlement is entered into after a Litigation Award is entered in favor of the Litigation Claimant in such litigation.

#### **10.8 Withdrawal of Litigation Election.**

A Litigation Claimant may withdraw his or her election to be a Litigation Claimant at any time.



#### **10.9 Withholding of Litigation Claimant's Allocated Payment.**

The Trustee shall establish a reserve for the Allocated Payment of a Claim held by a Litigation Claimant. This reserve shall be the exclusive source of payment from the Trust of Litigation Claims against the Debtors and Participating Parties. For avoidance of doubt, the creation and existence of this reserve does not affect, diminish, or impair a Litigation Claimant's rights to collect a judgment, including a judgment based on joint and several liability, against any Other Insured Entity, the Trust, the Debtors, or the Reorganized Debtors to the extent permitted by the Plan. The creation and existence of this reserve is not a settlement, release, accord or novation of the Claim of the Litigation Claimant and cannot be used by any Co-Defendant as a defense to any alleged joint liability with the Debtor, Reorganized Debtor, or any Participating Party. If the Litigation Claimant cannot obtain a Litigation Award or settlement of the Litigation Claim or a Final Order is entered against the Litigation Claimant finding that the Reorganized Debtor and any Participating Party do not have any liability to such Claimant on account of an Abuse Claim, the Allocated Payment reserve shall revert to the non-reserved assets of the Trust and the Litigation Claimant shall have no recourse against the Trustee, the Trust or the Settlement Fund.

A Litigation Claimant's Allocated Payment shall be held in reserve by the Trustee until one of the below occur ("**Release Events**"). Following a Release Event, each Litigation Claimant shall receive his or her Allocated Payment (including any enhancement described above).

- a. The Trust enters into a Trust Insurance Settlement regarding the applicable Target Policy, in which case the Litigation Claimant's Abuse Claim shall be treated as a Channeled Claim under the Plan subject to the point enhancements provided in Section 10.7;
- b. A court enters a Litigation Award, in which case, at the election of the Litigation Claimant: (a) the Litigation Claimant retains the entirety of his or her Litigation Award and the Trustee shall release such Litigation Claimant's Allocated Payment reserve for distribution to other Abuse Claimants and the Litigation Claimant shall not be entitled to (i) any enhancement of his or her award and/or (ii) any Trust Insurance Settlement proceeds; or (b) the Litigation Claimant shall assign his or her Litigation Award to the Trust and participate in all distributions from the Trust with enhancement. Such election must be made within 30 days of the Litigation Award or the Litigation Claimant shall be deemed to have elected option (a) of this Paragraph. Notwithstanding the forgoing, 10% of any Litigation Award, net of attorneys' fees and costs, if collected from any Non-Settling Insurer and not assigned to the Trust under section (b) of this paragraph shall be paid by the Litigation Claimant to the Trust because of costs and expenses incurred by the Trust in connection with the Litigation Claimant's Claim; for example, if a Litigation Claimant receives a \$50,000 award with \$15,000 in attorneys' fees and costs, the Trust will receive \$3,500 and the Litigation Claimant will receive \$31,500;

- c. The Litigation Claimant enters into a settlement regarding his or her Abuse Claim, in which case at the election of the Litigation Claimant: (a) the Litigation Claimant retains the entirety of his or her Litigation Award and Trustee shall release such Litigation Claimant's Allocated Payment reserve for distribution to other Abuse Claimants and the Litigation Claimant shall not be entitled to (i) any enhancement of his or her award and/or (ii) any Trust Insurance Settlement proceeds; or (b) the Litigation Claimant shall assign his or her settlement to the Trust and participate in all distributions from the Trust with enhancement. Such election must be made within 30 days of the settlement or the Litigation Claimant shall be deemed to have elected option (a) of this Paragraph. Notwithstanding the forgoing, a portion of any settlement net of attorneys' fees and costs, if collected from any Non-Settling Insurer by a Litigation Claimant and not assigned to the Trust under section (b) of this paragraph, shall be paid by the Litigation Claimant to the Trust because of costs and expenses incurred by the Trust in connection with the Litigation Claimant's Abuse Claim and because of the reduction in remaining available insurance value of a Target Policy. The portion payable to the Trust is based on the following litigation case milestones: (a) 50% to the Trust and 50% to the Litigation Claimant if the Abuse Claim is settled after litigation is commenced but prior to discovery; (b) 25% to the Trust and 75% to the Litigation Claimant if the Abuse Claim is settled after at least one party has produced documents or at least one deposition has occurred; (c) 5% to the Trust and 95% to the Litigation Claimant if the Abuse Claim is settled within 90 days of a trial setting; and (d) 100% to the Litigation Claimant if the Abuse Claim is settled after a trial commences. For example, if a Litigation Claimant reaches a settlement of \$50,000 and incurs \$15,000 in attorneys' fees and costs after a deposition is taken, the Trust will receive \$8,750, and the Litigation Claimant will receive the remaining \$26,250.

In the event of an assignment of a judgment or settlement to the Trust under section 10.9(c) or 10.9(d), if the Trustee, upon consultation with the Litigation Claimant, determines there is no reasonable risk to the Litigation Claimant's and/or the Trust's ability to recover from a Target Insurer, then the Trustee may, in his or her discretion, release the Litigation Claimant's Allocated Payment to the Litigation Claimant.

**EXHIBIT B**

**UNKNOWN TORT CLAIMS TRUST AGREEMENT**

[TO BE FILED]

**EXHIBIT C**  
**SCHEDULE OF INSURANCE POLICIES**  
[TO BE FILED]

## EXHIBIT D

### SCHEDULE OF NON-DEBTOR AFFILIATES

#### I. The Archdiocesan Parishes\*

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana<sup>†</sup>
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana
8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphaney Roman Catholic Church, New Orleans, Louisiana

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\* Archdiocesan Parishes means the church parishes and missions listed in Part I of this Plan Exhibit. Each of the Archdiocesan Parishes is both organized as a non-profit corporation and is recognized by Canon Law as a juridic entity. Archdiocesan Parishes does not include the following, which are not separately incorporated: (a) St. Louis Cathedral; and (b) Our Lady of Guadalupe Church & Shrine of St. Jude.

In 2024, the following Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert's Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul I Roman Catholic Church; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Parish, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged St. Patrick Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

<sup>†</sup> Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, O St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
38. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
40. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
41. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana
42. St. Agnes Roman Catholic Church, Jefferson, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana

49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
56. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
57. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
58. St. Christopher Roman Catholic Church, Metairie, Louisiana
59. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
60. St. Cletus Roman Catholic Church, Gretna, Louisiana
61. St. David Roman Catholic Church, New Orleans, Louisiana
62. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
63. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
64. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
65. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
66. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
67. St. Genevieve Roman Catholic Church, Slidell, Louisiana
68. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
69. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
70. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
71. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
72. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
73. St. Jerome Roman Catholic Church, Kenner, Louisiana
74. St. Joachim Roman Catholic Church, Marrero, Louisiana
75. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
76. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
77. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
78. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
79. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
80. St. Joseph Church, New Orleans, Louisiana
81. St. Joseph Roman Catholic Church, Algiers, Louisiana

82. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
83. St. Joseph's Roman Catholic Church, Gretna, Louisiana
84. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
85. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
86. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
87. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
88. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
89. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
90. St. Mark Roman Catholic Church, Ama, Louisiana
91. St. Martha Roman Catholic Church, Harvey, Louisiana
92. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
93. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
94. St. Mary's Roman Catholic Church, New Orleans, Louisiana
95. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana
96. St. Michael the Archangel Roman Catholic Church of Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
97. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
98. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
99. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
100. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
101. St. Peter Roman Catholic Church, Reserve, Louisiana
102. St. Peter's Roman Catholic Church, Covington, Louisiana
103. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
104. St. Pius X Roman Catholic Church, New Orleans, Louisiana
105. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
106. St. Rita Roman Catholic Church, Harahan, Louisiana
107. St. Rita Roman Catholic Church, New Orleans, Louisiana
108. St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
109. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana<sup>‡</sup>
110. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
111. The Congregation of St. Rita Roman Catholic Church of Harahan (inactive corporation)
112. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

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<sup>‡</sup> As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.



## **II. Suppressed Archdiocesan Parishes<sup>§</sup>**

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.
3. Immaculate Heart of Mary, Inc.
4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. St. Ann, New Orleans, Louisiana, Inc.
10. St. Frances Xavier Cabrini, Inc.
11. St. Francis de Salles, Inc.
12. St. Henry's, Inc.
13. St. John the Baptist, New Orleans, Louisiana, Inc.
14. St. Julian Eymard, Inc.
15. St. Lawrence the Martyr, Inc.
16. St. Louise de Marillac, Inc.
17. St. Maurice, Inc.
18. St. Monica, Inc.
19. St. Philip the Apostle, Inc.
20. St. Raymond's, Inc.
21. St. Rose of Lima, Inc.
22. St. Theresa of the Child Jesus, Inc.
23. The Congregation of Saints Peter and Paul Roman Catholic Church
24. The Congregation of St. Cecelia Roman Catholic Church
25. The Congregation of the Annunciation Roman Catholic Church
26. The Congregation of the Holy Trinity Roman Catholic Church

## **III. Archdiocesan Agencies**

1. 7887 Walmsley, Inc.
2. Annunciation Inn, Inc.
3. Archdiocesan Spirituality Center
4. Archdiocese of New Orleans Indemnity, Inc.
5. Aspiring Scholars
6. Catholic Charities Archdiocese of New Orleans
7. Catholic Charities Children's Day Care Centers
8. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
9. Catholic Community Foundation Archdiocese of New Orleans
10. Chateau de Notre Dame Facilities Corporation

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<sup>§</sup> Following Hurricanes Katrina, the operations of the Suppressed Archdiocesan Parishes (each listed in Part II of this Plan Exhibit) were combined with Archdiocesan Parishes, and the Suppressed Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved and may own property.

11. Christopher Homes, Inc.
12. Christopher Inn, an Affordable Housing Entity
13. Clarion Herald Publishing Company
14. Dubourg Home, an Affordable Housing Entity
15. Holy Trinity Drive Land Corporation
16. Iberia Investment Fund II, LLC
17. Korean Catholic Community of New Orleans, Inc.
18. Metairie III, an Affordable Housing Entity
19. Metairie Manor, an Affordable Housing Entity
20. Monsignor Wynhoven Apartments, Inc., an Affordable Housing Entity
21. Nazareth II
22. Nazareth Manor
23. New Orleans Archdiocesan Cemeteries
24. Notre Dame Health System, (f/k/a Chateau de Notre Dame)
25. Notre Dame Seminary
26. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
27. Our Lady of Wisdom Facility Corporation
28. Pace Greater New Orleans
29. Padua House (merged into Catholic Charities Archdiocese of New Orleans)
30. Philmat, Inc.
31. Project Lazarus
32. Roman Catholic Center of Jesus the Lord
33. Rouquette III, an Affordable Housing Entity
34. School Food and Nutrition Services of New Orleans, Inc.
35. Second Harvest Food Bank of Greater New Orleans and Acadiana
36. St. Anthony's Gardens
37. St. Bernard II
38. St. Bernard III, an Affordable Housing Entity
39. St. Bernard Manor, an Affordable Housing Entity
40. St. Jude Community Center, Inc.
41. St. Martin's Manor, Inc., an Affordable Housing Entity
42. St. Michael Special School
43. St. Tammany Catholic Cemetery
44. St. Tammany Manor, an Affordable Housing Entity
45. St. Thérèse Catholic Academy
46. The Apartments at Mater Dolorosa, an Affordable Housing Entity
47. The Mental Health Association Development Corporation, an Affordable Housing Entity
48. The Society for the Propagation of the Faith, Archdiocese of New Orleans
49. Villa Additions, doing business as St. Teresa's Villa, an Affordable Housing Entity
50. Villa St. Maurice, Inc., an Affordable Housing Entity

**EXHIBIT E**

**SCHEDULE OF PARTICIPATING PARTIES**

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**EXHIBIT F**

**PERSONAL INJURY CLAIMS**

Claim No. 7 – Mary and Warren Deemer

Claim No. 41 – Merle Noullett

Claim No. 97 – Vincent Carminita, Jr. and Misty Carminita

Claim No. 177 – Joseph Messina, Jr.

Claim No. 440 – Randy Noullett and Kim Noullett

**EXHIBIT G**  
**SCHEDULE OF SETTLING INSURERS**  
[TO BE FILED]

**EXHIBIT H**

**NON-MONETARY COMMITMENTS TO HEALING AND RECONCILIATION**

# **THE ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS' NON-MONETARY PLAN PROVISIONS TO FOSTER CHILD PROTECTION AND PREVENT CHILD SEXUAL ABUSE**

## **A. PRELIMINARY STATEMENT**

RCCANO<sup>1</sup> shall strive to become the “gold standard” in youth protection and Child Sexual Abuse prevention. RCCANO shall continue to clearly state that Child protection and the prevention of Child Sexual Abuse is of paramount importance. Accordingly, RCCANO will not compromise the protection of Children from Child Sexual Abuse and is committed to the care and well-being of survivors of abuse. To promote these goals, RCCANO will adopt and implement these Provisions on and after the Effective Date.

## **B. DEFINITIONS**

The following terms have the meanings set forth below:<sup>2</sup>

1. “Additional Publications” means the print news publications identified in Section B of the “Publication Notice Program” attached as Exhibit G to the Bar Date Order.

2. “Adult Sexual Abuse” means offenses of a sexual nature that are (a) prohibited under applicable state or federal law, including but not limited to sexual battery, oral sexual battery, verbal sexual abuse, sexual manipulation, extortion or rape (of any degree), where such offenses were committed by an RCCANO Actor, against an individual who was eighteen (18) or more years of age at the time, but who is not a Vulnerable Adult at the time of the alleged acts, or (b) acts by Clergy that may not be criminal under state or federal law, but vitiate the knowing and informed consent of the victim.

3. “Adult Sexual Abuse Proof of Claim” is a proof of claim filed in the Chapter 11 Case and that asserts an Adult Sexual Abuse Claim.

4. “Affiliate” means the Canon Law public juridic person (Code of Canon Law, cc. 113-123) and/or the secular entity organized under the laws of the State of Louisiana or any other state of the United States of America, for any of the following: (a) any parish or mission of

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<sup>1</sup> Capitalized terms used in this Article shall have the meanings ascribed to them in these Provisions.

<sup>2</sup> All defined terms in these Provisions apply equally both to the singular and plural forms of these terms as well as to their masculine and feminine forms. If there are any conflicts between these definitions and the Plan to which these Provisions are appended, the Plan language will control.

RCCANO; and (b) any entity identified as one of the “Apostolates” in the Apostolate Verified Statement.

5. “Apostolate Verified Statement” means Exhibit “A” to the *Second Amended Verified Statement of the Apostolates Under Bankruptcy Rule 2019* [Doc. No. 1583] filed on June 10, 2022, in the Chapter 11 Case, as well as any subsequent amendment and/or supplement.

6. “Archbishop” means both the Roman Catholic Archbishop of RCCANO and the natural person (a) currently appointed (or confirmed) and serving as Roman Catholic Archbishop of RCCANO, who, as of the Effective Date is Gregory Michael Aymond, or (b) following the term of Archbishop Aymond, as well as any duly appointed or elected administrator of RCCANO pending the appointment of a new individual to serve as the Archbishop, and his duly appointed or elected successor.

7. “Bankruptcy Code” means Title 11 of the United States Code, as amended or supplemented, 11 U.S.C. § 101 *et seq.* (2023).

8. “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Louisiana.

9. “Bar Date Order” means the *Order Fixing Time for Filing Proofs of Claims; Approving Proof of Claim Forms; Providing for Confidentiality Protocols; and Approving Form and Manner of Notice* [Doc. No. 461] entered in the Chapter 11 Case on October 1, 2020.

10. “Canon Law” means the current promulgated *Code of Canon Law* (English Translation) to the canon law of the Roman Catholic Church as may be amended or promulgated during the term of these Provisions.

11. “Chapter 11 Case” means the voluntary case under Chapter 11 of the Bankruptcy Code commenced by RCCANO on May 1, 2020, in the Bankruptcy Court, and styled *In re The Roman Catholic Church of the Archdiocese of New Orleans*, Case No. 20-10846.

12. “Child” or “Children” has the meaning set forth in the Louisiana Children’s Code as of the Effective Date, or as it may be amended during the term of these Provisions, provided that, for purposes of these Provisions, the definition of “Child” or “Children” also includes the following individuals where the Louisiana Children’s Code would otherwise exclude such individuals from the definition of a “Child” or “Children”: (a) a legally-emancipated individual younger than eighteen (18) years of age, (b) an individual eighteen (18) years of age or older who is a current enrolled student at a RCCANO School or Non-RCCANO School, or (c) a Vulnerable Adult.

13. “Child Protection Consultant” means one or more third-party experts in the field of Child Sexual Abuse prevention that is acceptable to both the Committee (or the Settlement Trustee after the Committee is dissolved) and RCCANO.

14. “Child Protection Consultant’s Retention Period” means the effective date of Child Protection Consultant’s retention through the date when the Child Protection Consultant issues a report and final recommendations.



15. “Child Sexual Abuse” includes any conduct that violates any Law Regarding Child Sexual Abuse where alleged to have been committed by any RCCANO Actor, against an individual who was a Child at the time, for the following acts or actions: (a) intentional touching of the individual’s intimate body parts (genitals, breasts, or buttocks) by such RCCANO Actor, intentional touching by the individual of the intimate body parts of such RCCANO Actor, showing pictures of the individual’s intimate body parts, or another individual’s intimate body parts (including the body parts of such RCCANO Actor), showing or describing pornography or making images of the individual while naked or engaged in any sexual activity, or any sexualized interaction that was made possible by the position of authority of such RCCANO Actor, or by the inducement of such RCCANO Actor; (b) sexual intercourse, simulated intercourse, masturbation, cunnilingus, fellatio, anal intercourse, or any intrusion, however slight, to the oral, genital or anal openings: (i) of the individual’s body by any part of the body of such RCCANO Actor, by any part of the body of another individual, or by any object used by such RCCANO Actor for this purpose; or (ii) of the body of such RCCANO Actor by any part of the individual’s body; (c) inappropriate and/or unwelcome intimate physical contact that infringes upon another’s personal, physical boundaries, including but not limited to groping, kissing, and/or extended hugging; or (d) grooming by or trying to create a special relationship of a sexual nature, including, but not limited to, any communications of a sexual or romantic nature, including communications expressing romantic love to the individual (as opposed to a salutation) or providing material resources or experiences that induce the individual into a sexual relationship with such RCCANO Actor.

16. “Child Sexual Abuse Claim” means a Claim that alleges Child Sexual Abuse and includes any Claim, report, charge, indictment, allegation, accusation, complaint, petition, contention, or assertion that (a) arises out of, is based on, results from, charges, depicts, describes, alleges, or otherwise concerns Child Sexual Abuse, and/or (b) that seeks compensation, damages, costs, recompense, or reimbursement for injury, damage, harm, or loss that arises from, or results from Child Sexual Abuse, which may include, without limitation, a Child Sexual Abuse Proof of Claim.

17. “Child Sexual Abuse Claimant” means an individual who has filed, alleged, or otherwise asserted a Child Sexual Abuse Claim, including, without limitation, any individual who filed a Child Sexual Abuse Proof of Claim.

18. “Child Sexual Abuse Proof of Claim” is a proof of claim filed in the Chapter 11 Case and that asserts a Child Sexual Abuse Claim.

19. “Child Sexual Abuse Reporting Obligations” has the meaning set forth in Section C.6.b of these Provisions.

20. “Church” means the Roman Catholic Church in the United States of America in communion with, and under the jurisdiction of, The Holy See, which includes, without limitation, RCCANO.

21. “Claim” has the meaning set forth in Bankruptcy Code § 101(5).

22. “Clergy” means the Archbishop and any other cardinal, metropolitan, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop, vicar general, chancellor, episcopal vicar,

vicar forane, dean of a deanery, archpriest, priest, prelate, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, director, counselor, chaplain, councilor, president, or master working in, serving in, or otherwise associated in any way with the RCCANO Parties with the permission of the Archbishop or his delegate; provided, however, such individual must be sacramentally ordained by the Church to the diaconate, whether or not incardinated to RCCANO.

23. “Committee” means the Official Committee of Unsecured Creditors of The Roman Catholic Church of the Archdiocese of New Orleans, appointed by the Office of the United States Trustee on May 20, 2020 [Doc. No. 94] in the Chapter 11 Case and reconstituted on October 8, 2020 [Doc. No. 478], June 7, 2022 [Doc. No. 1575], June 21, 2022 [Doc. No. 1618], and February 13, 2023 [Doc. No. 2081]. On and after the Effective Date, the “Committee” means the Settlement Trust Advisory Committee created pursuant to the Plan and Confirmation Order.

24. “Confirmation Order” means any order entered in the Chapter 11 Case confirming any Plan pursuant to Bankruptcy Code § 1129; provided, however, such Confirmation Order must be acceptable to RCCANO.

25. “Effective Date” means the date upon which a confirmed Plan in the Chapter 11 Case that is acceptable to RCCANO becomes effective in accordance with the Plan’s terms, any Confirmation Order, and the Bankruptcy Code.

26. “Eligible Documents” has the meaning set forth in Section D.1 of these Provisions.

27. “Federal Rules of Evidence” means the United States’ *Federal Rules of Evidence* (2023), as amended or supplemented.

28. “Individual” or “individual” means a natural person as distinguished from an artificial person such as a corporation, partnership, or limited liability company.

29. “IRB” means RCCANO’s Independent Review Board.

30. “Laity” means any lay faithful who serve one or more of the RCCANO Parties as an employee, or any volunteer recognized by one or more of the RCCANO Parties as serving in ministry to Children.

31. “Laws Regarding Child Sexual Abuse” has the meaning set forth in Section C.5(a)(i) of these Provisions.

32. “Legal Proceeding” means (a) any judicial, administrative, mediation, or arbitral action, (b) investigation, litigation, suit, proceeding, hearing before any Secular Governmental Authority, or (c) any appeal from any of the foregoing.

33. “Louisiana Children’s Code” means that *Louisiana Children’s Code Annotated* (2022), as amended or supplemented.

34. “Louisiana Code of Evidence” means the *Louisiana Code of Evidence Annotated* (2023), as amended or supplemented.

35. “Non-RCCANO School” means any private educational institution (day or residential) that provides instruction and/or care to individuals at any time from birth through Grade 12 (i.e., any nursery, primary, grammar, and/or secondary school) that is owned and operated within the geographic boundaries of RCCANO by (a) a Religious order, (b) a canonically erected parish or mission, or (c) an independent school that is recognized as catholic by the Archbishop.

36. “Plan” means the Chapter 11 plan for RCCANO confirmed in the Chapter 11 Case pursuant to the Confirmation Order that is acceptable to RCCANO.

37. “Privilege Claims” means any privilege, requirement of confidentiality, or exemption from disclosure or discovery of any kind under any applicable federal or state law, rule, regulation, decision, or directive, or under Canon Law or other Church policies and procedures, including, without limitation, any of the testimonial privileges described in Chapter 5 of the Louisiana Code of Evidence, or any federal privilege at common law reserved under Rules 501 and 502 of the Federal Rules of Evidence. This definition includes, but is not limited to, the lawyer-client privilege, the health-care provider privilege, the clergy-penitent privilege, the non-testifying expert privilege, mediation and/or other settlement negotiation privilege, and the work-product doctrine, unless the document is otherwise discoverable as a matter of law.

38. “Provisions” means these *Non-Monetary Plan Provisions to Foster Child Protection and Prevent Child Sexual Abuse*.

39. “RCCANO” means both the civil entity and the Canon Law juridic person (Code of Canon Law, cc. 113-123) identified as The Roman Catholic Church of the Archdiocese of New Orleans, on its voluntary petition for chapter 11 relief filed in the Chapter 11 Case, any predecessor or successor thereof, and any person (including the Archbishop or administrator of RCCANO) acting on behalf of RCCANO and/or in RCCANO’s stead.

40. “RCCANO Actor” means any individual for whom RCCANO is legally responsible, including but not limited to any Clergy, former Clergy, Religious or Laity while such individual is engaged in any activity or ministry for RCCANO or a RCCANO Party.

41. “RCCANO Parties” means (a) RCCANO, (b) any Affiliate that is the beneficiary of a channeling injunction, exculpation, or discharge as a Protected Party under the Plan and Confirmation Order, and (c) any Religious order that is a beneficiary of a channeling injunction, exculpation, or discharge under the Plan and Confirmation Order.

42. “RCCANO Publications” means (a) *The Clarion Herald* (i.e., the official RCCANO newspaper), (b) all magazines, bulletins, newspapers, newsletters, or other publications published, sold, and/or distributed by RCCANO, and (c) any social media accounts (e.g., Facebook, X (formerly Twitter), or Instagram) or websites owned, maintained, hosted, and/or controlled by RCCANO.

43. “RCCANO School” means any private educational institution (day or residential) that provides instruction and/or care to individuals at any time from birth through Grade 12 (i.e., any nursery, primary, grammar, and/or secondary school) and that is, or was, owned and operated as an administrative unit of RCCANO.

44. “RCCANO Website” means <https://nolacatholic.org/>, or any successor thereto.

45. “Religious” means any individual whom an archbishop, bishop, the Holy See, religious superior, or other authority of the Church has appointed to, considered, treated, or determined to be a member of a Church institute of consecrated life or society of apostolic life society, house, or order and should be treated as religious, and includes but is not limited to, a nun, perpetually professed, religious brother, religious sister, superior, major superior, prior, abbot, abbot primate, abbot superior, supreme moderator, superior of a monastic congregation, provincial, prior provincial, provincial superior, supreme superior, monk, member of an institute of consecrated life or society of apostolic life, or consecrated hermit, and may include a cardinal, metropolitan, archbishop, bishop, auxiliary bishop, regional bishop, titular bishop, vicar general, chancellor, episcopal vicar, vicar forane, dean, archpriest, priest, prelate, simplex, pastor, prior, sub-prior, rector, parochial vicar, assistant pastor, associate pastor, deacon, vicar, or chaplain, and includes any diocesan right institutes of consecrated life and societies of apostolic life.

46. “Report Regarding Clergy Abuse” means the report on the RCCANO Website, currently at <https://nolacatholic.org/2018-report>, as the same may be supplemented.

47. “Secular Governmental Authority” means any federal, state, local, or foreign government (other than The Holy See) or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any secular arbitrator, secular court, or secular tribunal of competent jurisdiction.

48. “Secular Law-Enforcement” means any federal, state, local, or foreign law enforcement department, agency, division, or other secular policing authority that is responsible for enforcing laws, investigating crimes, making arrests, maintaining public order, and managing public safety.

49. “Settlement Trust” means The Archdiocese of New Orleans Settlement Trust created in accordance with the Plan and Confirmation Order.

50. “Settlement Trustee” means the individual appointed pursuant to the Plan to be the Trustee of the Settlement Trust.

51. “Settlement Trust Advisory Committee” means the committee appointed pursuant to the Plan and Confirmation Order.

52. “Sexual Abuse” means Adult Sexual Abuse and Child Sexual Abuse.

53. “Sexual Abuse Proof of Claim” is a proof of claim filed in the Chapter 11 Case and that asserts a claim based on Sexual Abuse.

54. “Special Arbitrator” shall mean the individual appointed pursuant to the Plan.<sup>3</sup>

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<sup>3</sup> The parties presently intend that the Plan will provide that the Debtor and Committee will mutually select the Special Arbitrator.

55. “Third-Party Child Protection Audit” has the meaning set forth in Section C.5(a) and (b) of these Provisions.

56. “Third-Party Child Protection Auditor” has the meaning set forth in Section C.5(b) of these Provisions.

57. “Third-Party Child Protection Audit Report” has the meaning set forth in Section C.5(c) of these Provisions.

58. “USCCB” means the United States Conference of Catholic Bishops, the episcopal conference of the Church in the United States of America.

59. “*USCCB Charter*” means UNITED STATES CONFERENCE OF CATHOLIC BISHOPS, CHARTER FOR THE PROTECTION OF CHILDREN AND YOUNG PEOPLE adopted in 2002 and amended thereafter (last rev. June 2018), as adopted by RCCANO.

60. “*USCCB Essential Norms*” means U.S. CONFERENCE OF CATHOLIC BISHOPS, ESSENTIAL NORMS FOR DIOCESAN / EPARCHIAL POLICIES DEALING WITH ALLEGATIONS OF SEXUAL ABUSE OF MINORS BY PRIESTS OR DEACONS (May 5, 2006, as adopted by RCCANO).

61. “*Vademecum*” means DICASTERY FOR THE DOCTRINE OF THE FAITH, *VADEMECUM: ON CERTAIN POINTS OF PROCEDURE IN TREATING CASES OF SEXUAL ABUSE OF MINORS COMMITTED BY CLERICS* (July 16, 2020).

62. “*Vos Estis Lux Mundi*” means SUPREME PONTIFF FRANCIS, APOSTOLIC LETTER ISSUED MOTU PROPRIO: *VOS ESTIS LUX MUNDI* (March 25, 2023).

63. “Vulnerable Adult” means an individual who (a) is eighteen (18) years of age or more, (b) cannot physically or mentally protect themselves, and (c) lacks the capacity to consent. Capacity to consent, as used herein, means the ability to understand and appreciate the nature and consequences of making decisions concerning one’s person.

64. “YPA” has the meaning set forth in Section C.3 of these Provisions, and who is trained and experienced in the fields of Child protection and the treatment of survivors of Child Sexual Abuse.

65. “YPE” has the meaning set forth in Section C.4 of these Provisions.

## **C. PREVENTION**

### **1. Child Protection Consultant.**

a. Retention of Child Protection Consultant and Child Sexual Abuse Policy and Procedure Review. On or before the Effective Date, RCCANO will retain a “Child Protection Consultant” who is acceptable to the Committee and RCCANO as reflected in an express written

consent document. During the Child Protection Consultant's Retention Period, the Child Protection Consultant will provide detailed recommendations for improving and revising the current RCCANO policies and procedures regarding Child Sexual Abuse. The scope of review and report will include updates to the RCCANO Parties' existing policies and procedures regarding: (i) Child-protection training and training materials; (ii) procedure and process for the investigation and reporting any allegations of Child Sexual Abuse including, by way of example, implementation of protocols and other measures to be followed after a Child Sexual Abuse allegation has been received; (iii) the handling of Child Sexual Abuse Claims, including communications and interactions with survivors of Child Sexual Abuse; (iv) the enforcement of existing policies and procedures regarding Child Sexual Abuse; (v) the background-check requirements for all RCCANO Actors (other than where an individual is, as more fully described in the Louisiana Children's Code, the parent or legal guardian of the Child with whom he or she has such contact); and (vi) any appropriate credentials for RCCANO employees who interact with survivors who report Child Sexual Abuse.

Subject to the Child Protection Consultant's entering into a form of confidentiality agreement mutually acceptable to the Committee and RCCANO, during the Child Protection Consultant's Retention Period, the Child Protection Consultant will have full access to the RCCANO Parties' records, policies and procedures from January 1, 2000 forward regarding Child Sexual Abuse, regardless of any claims of confidentiality of such records, policies and procedures, and including, but not limited to, all documents provided to the Committee in any way related to Child Sexual Abuse and the Eligible Documents described in Section D "Transparency" below. The RCCANO Parties will make all their Clergy and current employees available for interviews upon reasonable request by the Child Protection Consultant during the Child Protection

Consultant's Retention Period. The Child Protection Consultant shall also consider all materials submitted for review by the Committee, Child Sexual Abuse Claimants, and the Settlement Trustee, and their counsel, and conduct personal interviews, subject to the consent of the submitting party. After completing consideration, the Child Protection Consultation shall provide all considered information to RCCANO upon request.

b. Publication of Child Protection Consultant's Report and Recommendations.

The Child Protection Consultant will provide the RCCANO Parties and the Settlement Trustee with a preliminary report and recommendations. The RCCANO Parties shall have a maximum of ninety (90) days to review and discuss this report and recommendations with the Child Protection Consultant, after which the report and recommendations must be finalized. RCCANO will thereafter promptly publish, on its website and in all RCCANO Publications, a link to the Child Protection Consultant's final report and recommendations.

Within ninety (90) days after receipt of the Child Protection Consultant's final report and recommendations, the Archbishop, after consulting with the YPE, the IRB and the YPA, will determine what revisions or additions will be made to RCCANO's existing policies and procedures after reviewing the Child Protection Consultant's final report and recommendations. Thereafter, RCCANO will publish a website link or links to any revised and/or updated RCCANO Parties' policies and procedures made in response to such final report and recommendations.

**2. Independent Review Board.**

RCCANO maintains an IRB pursuant to the requirements of the USCCB Essential Norms. For currently serving members of the IRB, the background or experience that lead to the individual's service on the IRB shall be posted on the RCCANO Website at all times, under a clearly visible tab designated for "Child and Youth Protection." No IRB member shall serve longer than ten (10) years from the Effective Date. Prior to serving, all incoming IRB members shall be

required to take the RCCANO course (at RCCANO's expense) that entitles an individual to become safe environment certified.

Although not required by the USCCB Essential Norms, RCCANO currently maintains two positions on the IRB for survivors of Sexual Abuse. For at least ten (10) years following the Effective Date, RCCANO agrees that: (i) the members of the IRB will include (a) at least two (2) survivors of Sexual Abuse, and (b) at least one individual recognized as an expert in the prevention of Child Sexual Abuse; and (ii) RCCANO will make a good faith effort to include on the IRB at least one current or former investigator or prosecutor with experience in handling Legal Proceedings involving Child Abuse. For at least three (3) years following the Effective Date, one of the Sexual Abuse survivors serving on the IRB (the "Nominated Survivor Representative") shall be [REDACTED]. If [REDACTED] resigns from this role prior to the end of the three year term, then a successor shall be chosen as follows. Within thirty (30) days after receiving a written notice from RCCANO of the vacancy, the Settlement Trustee shall propose a slate of no less than seven (7) individuals who are willing and able to fill the vacancy, none of whom shall have served at any time as counsel to a Survivor that has asserted a claim against RCCANO. Within thirty (30) days thereafter, the Archbishop shall choose one of the nominated individuals to fill the vacancy. The presence of survivors of Sexual Abuse on the IRB is intended to reflect RCCANO's sincere effort to consider the interests and voices of Sexual Abuse survivors.

The IRB shall meet at least four (4) times in each calendar year and provide advice on the following: (a) all recommendations made by the Child Protection Consultant; (b) any changes to RCCANO's Child-protection policies and procedures; (c) all Third-Party Child Protection Audits; and (d) best practices (i) to address Child Sexual Abuse Claims and (ii) interactions and communications by the RCCANO Parties with Child Sexual Abuse Claimants. The IRB should use



its best efforts to work with the Archbishop to implement those Child Protection Consultant recommendations that the Archbishop determines are appropriate.

In addition to its existing responsibilities, the IRB will review Child Sexual Abuse Claims to make recommendations to the Archbishop on the Clergy's suitability for ministry where the Child Abuse Claim has not been previously considered by the IRB and involves any Clergy who is currently not listed in the Report Regarding Clergy Abuse. Additionally, upon the written request of a Child Sexual Abuse Claimant to RCCANO's Vicar General, RCCANO will retain an investigator to examine such Claimant's Child Sexual Abuse Claim provided the Claimant (i) identifies a Clergy as a perpetrator, (ii) such identified Clergy is not listed on the Report Regarding Clergy Abuse, and (iii) either (A) the IRB has not previously reviewed such Child Sexual Abuse Claim, or (ii) the IRB has previously reviewed such Child Sexual Abuse Claim, but additional substantive information has become available regarding such Child Sexual Abuse Claim. Upon completion, the investigator shall report to the IRB, and the IRB will make a recommendation to the Archbishop as to whether the Clergy should be added to the Report Regarding Clergy Abuse. If the Archbishop disagrees with an IRB recommendation, then (a) the Archbishop will provide the IRB with any additional information that was considered by the Archbishop, and (b) thereafter, the Archbishop and the IRB shall meet to discuss the Archbishop's decision.

### **3. Youth Protection Advisor.**

As soon as practical after the Effective Date, RCCANO will retain the services of a "Youth Protection Advisor" (the "YPA") acceptable to the Archbishop, who will provide services to RCCANO as set forth herein. If RCCANO receives an allegation of Child Sexual Abuse against any RCCANO Actor, the YPA will assist RCCANO in each step of its response to such allegation. Additionally, the YPA will (a) review any changes to RCCANO's Child protection policies and procedures, (b) review all Third-Party Child Protection Audits, and (c) advise RCCANO

concerning the best practices to address Child Sexual Abuse Claims, respond to and interact with survivors. RCCANO will use its best efforts to retain a YPA for no less than three (3) years after the Effective Date.

**4. Youth Protection Executive.**

As soon as practical after the Effective Date, RCCANO will establish the position of “Youth Protection Executive” (the “YPE”) under RCCANO’s Office of Child and Youth Protection. The YPE serves, and must report to, the Archbishop or his designee. RCCANO shall maintain the office of YPE for no less than ten (10) years after the Effective Date. RCCANO will use its best efforts to ensure that the position of YPE will not remain unfilled for more than one month in any given one-year period. Any individual selected as the YPE must have extensive expertise in preventing, recognizing, and responding to Child Sexual Abuse Claims. The YPE’s scope of duties will include, without limitation, the following:

- a. Developing, refining, and implementing Child-protection policies and training practices;
- b. Monitoring compliance with Child-protection policies and training;
- c. Receiving notification of every Child Sexual Abuse Claim;
- d. Receiving copies of the Child Protection Consultant’s report and recommendations;
- e. Participating in all activities and meetings of the IRB relating to Child Sexual Abuse.
- f. Coordinating activities of RCCANO’s Victims’ Assistance Coordinator and Safe Environment programs; and
- g. Implementing these Provisions.

**5. Compliance with Laws Regarding Child Sexual Abuse and Third-Party Child Protection Audits.**

a. Compliance with Laws Regarding Child Sexual Abuse. The RCCANO Parties will continue to comply with (i) all applicable laws and regulations of Secular Governmental Authorities that relate to Child Sexual Abuse, Child Sexual Abuse Claims, and Child protection,

including, but not limited to, Louisiana Children’s Code Articles 603, 609, and 610 (collectively, “Laws Regarding Child Sexual Abuse”),<sup>4</sup> (ii) all of RCCANO’s internal policies, procedures and programs concerning Child Sexual Abuse, Child Sexual Abuse Claims, and Child protection, (iii) all Canon Law, and (iv) the *USCCB Charter*, the instructions and/or *Vademecum* of the Roman Curia, the *USCCB Essential Norms*, and the *Vos Estis Lux Mundi*.

b. Third-Party Child Protection Auditor and Audits. For a period of no fewer than fifteen (15) years after the Effective Date, RCCANO will continue to use StoneBridge Business Partners (or other expert with similar credentials) as a third-party auditor (the “Third-Party Child Protection Auditor”) to conduct an annual audit (or audits) of the Child protection policies and procedures for responding to Child Sexual Abuse Claims (a “Third-Party Child Protection Audit”). RCCANO will ensure that such Third-Party Child Protection Audits are conducted and completed within a reasonable time. If the Third-Party Child Protection Auditor resigns or is terminated, then RCCANO will use the replacement Third-Party Child Protection Auditor designated by USCCB.

c. Third-Party Child Protection Audit Reports. The Third-Party Child Protection Auditor will prepare and submit a complete, written report (the “Third-Party Child Protection Audit Report”) summarizing the results of any Third-Party Child Protection Audit. At the discretion of the Third-Party Child Protection Auditor, a Third-Party Child Protection Audit Report may summarize one (1) or more separate Third-Party Child Protection Audits, but will include, with respect to each audit, any rubric and/or scores for each audited entity in the categories of, at least, the following as to each audited entity: (i) the Child protection policies and procedures; (ii) the internal policies and procedures for responding to Child Sexual Abuse Claims; and (iii)

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<sup>4</sup> See *USCCB Charter*, Art. 4; *USCCB Essential Norms* § 11; *Vademecum*; *Vox Estis Lux Mundi*.

compliance with Laws Regarding Child Sexual Abuse. RCCANO will publish (or post) a link to each Third-Party Child Protection Audit Report on the RCCANO Website within thirty (30) days from receipt of the Third-Party Child Protection Audit Report. RCCANO will maintain a copy of each Third-Party Child Protection Audit Report for a period of at least twenty-five (25) years after receipt. RCCANO will, at their own expense, make such Audit Report(s) freely available to any individual or entity upon request.

**6. Improved Reporting Mechanisms.**

a. Improved Intake Process for Third-Party Reports of Child Sexual Abuse Claims. The RCCANO Parties will post a website link to the RCCANO's Child Protection and Safe Environment page on any website homepage maintained by any such RCCANO Party, including, but not limited, to the RCCANO Website. RCCANO will continue to provide, maintain, and timely monitor a phone number and email address to which anonymous Child Sexual Abuse Claims can be made and/or submitted.<sup>5</sup> This website link will also continue to include the telephone number for the Catholic Bishop Abuse Reporting Service and its reporting website link (<https://reportbishopabuse.org>) where any party may report Sexual Abuse by a bishop or archbishop (including the Archbishop), or any intentional interference by a bishop or archbishop (including the Archbishop) in the investigation of a Child Sexual Abuse Claim. Whether received from the website, email, telephone or any other source, all Child Sexual Abuse Claims must be logged by the RCCANO Parties on a written form in accordance with guidelines and procedures acceptable to the Archbishop, in consultation with the YPE and YPA. From and after the Effective Date, the

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<sup>5</sup> See USCCB Charter Art. 2; *Vademecum* § 11 ("At times, a *notitia de delicto* can derive from an anonymous source, namely, from unidentified or unidentifiable persons. The anonymity of the source should not automatically lead to considering the report as false . . .").

logged information related to new Child Sexual Abuse Claims must be provided to the YPE, YPA, and Third-Party Child Protection Auditor.

b. Mandatory Reporting of Child Sexual Abuse Claims by RCCANO Parties.

(i) Every RCCANO Party will continue to comply with all Laws Regarding Child Sexual Abuse, including, without limitation, any obligation, duty, or mandate to report Child Sexual Abuse, whether imposed by Canon Law, Church policies and procedures (including, but not limited to, the *USCCB Charter*, the *USCCB Essential Norms*, the *Vademecum*, and the *Vos Estis Lux Mundi*), and/or any applicable laws, regulations, and policies of Secular Governmental Authorities, such as Louisiana Children's Code Articles 603, 609, and 610 (together, the "Child Sexual Abuse Reporting Obligations"). In addition to the Child Sexual Abuse Reporting Obligations, upon learning of a Child Sexual Abuse Claim involving a survivor who is currently a Child, any RCCANO Actor who is a mandatory reporter must (a) promptly report to appropriate Secular Governmental Authorities, and (b) immediately thereafter report to the Victims' Assistance Coordinator (if the Child Sexual Abuse Claim involves Clergy) or the Safe Environment Coordinator (if the Child Sexual Abuse Claim does not involve Clergy). If a RCCANO Party and/or RCCANO Actor discovers that an applicable individual has not complied with the foregoing reporting provisions, then the RCCANO Party or RCCANO Actor will promptly make the applicable report and take appropriate, disciplinary action against such adult individual for failure to comply. No RCCANO Party or RCCANO Actor may delay complying with the Child Sexual Abuse Reporting Obligations for the purpose of first conducting its own internal investigation.<sup>6</sup>

With the exception of information obtained by an ordained priest in the *Sacrament of Penance* in

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<sup>6</sup> *Vademecum*, § 17 ("Even in cases where there is no explicit legal obligation to do so, the ecclesiastical authorities should make a report to the competent civil authorities if this is considered necessary to protect the person involved or other minors from the danger of further criminal acts.").

accordance with Canon Law (Code of Canon Law, cc. 959-991), neither RCCANO nor any RCCANO Party or Actor may delay or avoid the reporting obligations in this subparagraph based on a view that they are not required by or are superseded by Canon law.

(ii) In addition to the Child Sexual Abuse Reporting Obligations, any RCCANO Actor who is notified of, or otherwise becomes aware of, a Child Sexual Abuse Claim involving a survivor who is no longer a Child (whether such Child Sexual Abuse Claim is transmitted to such RCCANO Actor via phone, email, website, direct report, or otherwise) (the “Recipient”), shall encourage the individual or entity submitting the Child Sexual Abuse Claim to contact the Victims’ Assistance Coordinator (if the Child Sexual Abuse Claim involves Clergy) or the Safe Environment Coordinator (if the Child Sexual Abuse Claim does not involve Clergy) for assistance with reporting the Child Sexual Abuse Claim to appropriate local law enforcement. In the event that such Child Sexual Abuse Claim concerns (a) a clearly-identified survivor and (b) a clearly-identified, living RCCANO Actor as the individual who personally committed or is alleged to have personally committed an act of Abuse, the Recipient must: (a) advise the individual or entity submitting the Child Sexual Abuse Claim that, in accordance with these Provisions, the information received will be reported to local law enforcement; and (b) provide the information received to the Victims’ Assistance Coordinator (if the Child Sexual Abuse Claim involves Clergy) or the Safe Environment Coordinator (if the Child Sexual Abuse Claim does not involve Clergy). The Victims’ Assistance Coordinator or the Safe Environment Coordinator, in turn, must: (a) report the information received to local law enforcement in the jurisdiction where the Child Sexual Abuse was alleged to have occurred; and (b) notify the individual or entity submitting the Child Sexual Abuse Claim of the law enforcement office to whom, and the date on which, the report was made.

c. Submission of Notification Letters to Secular Law-Enforcement After the Effective Date.

(i) Within ninety (90) days after the Effective Date, RCCANO and the Settlement Trustee will send a joint written letter to all Secular Law-Enforcement that have jurisdiction over RCCANO and/or exercise authority within RCCANO's geographic boundaries. Such letter must identify the following individuals by name: (A) to the extent not previously provided to Secular Law-Enforcement by RCCANO, all living Clergy (or former Clergy) or Religious identified on the Report Regarding Clergy Abuse as of [\_\_\_\_\_, 2024]; and (B) all living Clergy (or former Clergy) who are later determined to be credibly accused of Child Sexual Abuse, as determined by the Archbishop, in consultation with the IRB.

(ii) RCCANO and the Settlement Trustee will send a joint written letter to all Secular Law-Enforcement that have jurisdiction over RCCANO and/or exercise authority within RCCANO's geographic boundaries, which letter will include an unredacted copy of each Proof of Claim filed by or on behalf of a Child Sexual Abuse Claimant; provided, however, that RCCANO and the Settlement Trustee will only include any particular Proof of Claim if the Committee informs both RCCANO and the Settlement Trustee, in writing, that the Committee has obtained written permission from the Child Sexual Abuse Claimant for inclusion of his or her Proof of Claim with the letter.

(iii) Each of the foregoing letters to Secular-Law Enforcement must offer RCCANO's cooperation with any criminal investigation that concerns the individuals identified in the letters, including, but not limited to, providing the applicable Secular Law-Enforcement authorities with access to (A) all Documents in RCCANO's possession that relate to, or concern in any way, the referenced Child Sexual Abuse Claim, (B) copies of the applicable Child Sexual Abuse

Proof of Claim, without redaction, and (C) other allegations of misconduct with a Child against the same RCCANO Actor and whether the RCCANO Actor is still employed by RCCANO or otherwise in active ministry.

d. Publication of Sexual Abuse Resources and Secular Law-Enforcement Information. Beginning on the Effective Date and continuing for the shorter of (i) ten (10) years, or (ii) for as long as *The Clarion Herald* and/or *The New Orleans Times-Picayune/The New Orleans Advocate* remain in publication, RCCANO will publish in those newspapers (and/or on their websites and any digital equivalents), at least four times per year, a prominent statement urging any individual with knowledge of Child Sexual Abuse to contact Secular Government Authorities and Secular Law-Enforcement to make a report of any Child Sexual Abuse. Such statement must be published in a form acceptable to the Committee and RCCANO and must contain contact information for Secular Law-Enforcement. If there is a dispute regarding the content of the publication, the Special Arbitrator will resolve such disputes, and the Special Arbitrator's decision will be final and non-reviewable in any Legal Proceeding.

e. Quarterly Reports of Child Sexual Abuse Claims and Notifications of Claims. Beginning on the first quarter following Effective Date, RCCANO will provide confidential quarterly summary reports of any Child Sexual Abuse Claim, whether credible or not, received in that quarter (with appropriate redactions of any personally identifying information of the Child Sexual Abuse Claimant) to (i) the YPA, (ii) the YPE, (iii) the IRB, (iv) the Child Protection Consultant during the Child Protection Consultant's Retention Period, and (v) the principal of any RCCANO School where (A) such Child was enrolled at the time the Child Sexual Abuse occurred, and (B) the Child Sexual Abuse is asserted against an RCCANO Actor at such RCCANO School.



A RCCANO School will notify the parents (or legal guardians) of any Child in attendance at a RCCANO School of any Child Sexual Abuse Claim where (A) such Child was enrolled at the RCCANO School at the time the Child Sexual Abuse occurred, and (B) the Child Sexual Abuse is asserted against an RCCANO Actor at such RCCANO School; provided, however, that the RCCANO School may only provide such notification if (i) a determination has been made, in writing, by the Archbishop, in consultation with the IRB, or Secular Law-Enforcement, that the Child Sexual Abuse Claim in question is credible, and (ii) such notification is acceptable to applicable Secular Law-Enforcement. In any case, a RCCANO School must always redact or withhold the identity and contact information of any Child when notifying parents (or legal guardians) of any Child Sexual Abuse Claim (other than when giving notice to the parent or legal guardian of the Child involved).

f. Reporting by Non-RCCANO Schools and Clergy. RCCANO will require, as a condition of operating as a “Catholic” institution or ministerial individual within the geographic boundaries of the RCCANO, that all Non-RCCANO Schools and all Clergy (whether or not incardinated to or employed by any RCCANO Party) comply with all (i) Laws Regarding Child Sexual Abuse, (ii) RCCANO policies regarding Child Sexual Abuse, and (iii) Child Sexual Abuse Reporting Obligations.

**7. Whistle-Blower Policy.**

The RCCANO Parties will comply with RCCANO’s existing written whistle-blower policy that prohibits penalizing or otherwise retaliating against anyone who, in good faith, reports alleged Child Abuse to either Secular Law-Enforcement, Secular Government Authorities, or RCCANO. The existing Whistle-Blower policy and compliance therewith is subject to review and comment by the Child Protection Consultant during the Child Protection Consultant’s Retention Period.

## **8. Continued Protection Initiatives.**

The RCCANO Parties will continue to implement RCCANO's current Child-protection, policies—including the VIRTUS training program, criminal background checks, and psychological evaluations for seminarians. Additionally, all RCCANO Parties will work cooperatively to adopt and implement programs and initiatives recommended by the Child Protection Consultant during the Child Protection Consultant's Retention Period, as the same may be approved by the Archbishop.<sup>7</sup>

## **9. Prohibition on Being Alone With a Child.**

a. The RCCANO Parties will comply with RCCANO existing policies concerning adults being alone with Children, as articulated in RCCANO's *Principles of Ethics and Integrity in Ministry: Code of Ethics, Policy Regarding Youth Activities* and all other related policies as they may be revised and implemented from time to time based on the recommendations of the Child Protection Consultant during the Child Protection Consultant's Retention Period, as the same may be approved by the Archbishop; provided, however, that any ordained priest administering the *Sacrament of Penance* shall take appropriate precautions to ensure that such Child is protected, notwithstanding the confidential nature of the *Sacrament*. These precautions shall include (i) best efforts to avoid the priest who administers the *Sacrament of Penance* from being alone with the Child in a confessional without another adult being present in the area, outside of earshot but close enough to visually observe the confession participants, and (ii) adopting a Policy that encourages RCCANO Schools to conduct the *Sacrament of Penance* with another adult being present near the confessional outside of earshot but close enough to visually observe the confession participants. Further, the RCCANO Parties will consider Child-protection concerns when building new

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<sup>7</sup> See USCCB Charter, Art. 12.

confessionals. Notwithstanding the foregoing, (i) an ordained priest administering the *Sacrament of Penance* in accordance with Canon Law (Code of Canon Law, cc. 959-991) may be alone with a Child as required by Canon Law to hear individual confession and grant absolution to such Child (Code of Canon Law, cc. 962-964), and (ii) nothing in these Provisions waives any civil law related to the *Sacrament of Penance*.

**10. Evaluation of Non-Incardinated Clergy or Religious.**

Written attestations of suitability for non-incardinated Clergy to work or serve within the geographic boundaries of RCCANO will include a statement as to whether such person has (or is alleged to have) committed Child Sexual Abuse.<sup>8</sup> The Archbishop will evaluate the background of all such non-incardinated Clergy at least once every three (3) years and will reduce the evaluation to writing when concluded. All such written evaluations must be placed in the individual's personnel file maintained with RCCANO and/or an RCCANO Party.

Any Religious in active ministry who is working within RCCANO's boundaries must provide then-serving Vicar of Religious at the RCCANO with both a *Testimonial Of Suitability for Religious in Ministry* and a completed *Archdiocese of New Orleans Religious Profile* form, as currently promulgated by RCCANO.<sup>9</sup> Copies of these completed testimonials and religious profile forms for each such Religious will continue to be maintained in the RCCANO's Department of Religious.

Non-incardinated Clergy and Religious in active ministry are not exempt from criminal background checks and must comply with all Laws Regarding Child Sexual Abuse, all Child Sexual

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<sup>8</sup> See *USCCB Charter*, Art. 13; *USCCB Essential Norms*, § 12.

<sup>9</sup> The forms for the testimonial and the religious profile form may be found online at the RCCANO Website (<https://nolacatholic.org/religious-vicar-for-religious>)

Abuse Reporting Obligations, and/or other RCCANO policies and procedures regarding Child protection applicable to Clergy incardinated to RCCANO and/or to any other RCCANO Party.

**11. Anti-Abuse Plaques.**

Following the Effective Date, RCCANO will prominently and visibly display a plaque at the entrance of each RCCANO School that has not been permanently closed before the Effective Date. Each plaque may be no smaller than eight-and-a-half (8.5) inches by eleven (11) inches and will state: “The Archdiocese of New Orleans has zero tolerance for abuse. God has chosen you to protect His children. If you have cause to believe a minor has been abused, contact the Louisiana Department of Children and Family Services (1-855-452-5437) or the local police.” RCCANO will order these plaques no later than sixty (60) days after the Effective Date and will provide these plaques to all RCCANO Schools as required by these Provisions promptly after they are delivered to RCCANO. The RCCANO Schools will install these plaques by no later than ten (10) days after receiving them.

**12. Annual Remembrance Campaign.**

RCCANO will designate the month of April as Child Sexual Assault Awareness Month and National Child Abuse Prevention Month. During that month, the RCCANO Parties will emphasize the importance of Child protection and the prevention of Child Sexual Abuse. This annual campaign will seek to raise awareness of Child Sexual Abuse among the Clergy, Religious, and Laity and to prevent Child Sexual Abuse within both the RCCANO Parties and in society more broadly. RCCANO may satisfy this requirement by participating in any national campaign conducted by the Church recognizing April as Child Sexual Assault Awareness Month and/or National Child Abuse Prevention Month.

**13. Publication Encouraging Reporting of Abuse.**

The following statement shall be included somewhere clearly visible on the RCCANO Website and in every issue of *The Clarion Herald*: “The Archdiocese of New Orleans has zero tolerance for abuse. God has chosen you to protect His children. If you have cause to believe a minor has been abused, contact the Louisiana Department of Children and Family Services (1-855-452-5437) or local law enforcement.”

**D. TRANSPARENCY**

**1. Public Availability of Documents Concerning Sexual Abuse and Sexual Abuse Claims.**

a. Archival of Eligible Documents. To promote healing and reconciliation and to help prevent Child Sexual Abuse from occurring in the future, no later than thirty (30) days after the Effective Date, RCCANO will enter into an agreement with a college or university that is mutually acceptable to the Committee and RCCANO (the “Archivist”) to post the Eligible Documents on the Archivist’s website. For the first year from the Effective Date, the Archivists will be paid from the Settlement Trust and, thereafter, will receive no additional payments for services rendered as the Archivist. For a period of twenty (20) years, the RCCANO website shall include a clearly identified link to the Archivist website.

b. Eligible Documents. The Eligible Documents will remain posted on the Archivist’s website as provided in subsection a. above for a period of no less than twenty (20) years from the Effective Date. The Eligible Documents consist of the following:

- i. Sexual Abuse Proofs of Claim where the RCCANO Actors identified as perpetrators are (A) currently identified in the Report Regarding Clergy Abuse, (B) later added to the Report Regarding Clergy Abuse; or (C) identified as perpetrators in three or more Child Sexual Abuse Proofs of Claim;<sup>10</sup>

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<sup>10</sup> Any person who has filed a Sexual Abuse Proof of Claim (or their representative) may elect to exclude the claim from the Eligible Documents.

- ii. Personnel files of any RCCANO Actors who are identified as in accordance with Section D.1.b.i. above.
- iii. Files of survivors of Sexual Abuse where the RCCANO Actors are identified in accordance with Section D.1.b.i. above; and
- iv. Other documents that were produced to the Committee during the Chapter 11 Case relating to Sexual Abuse if the RCCANO Actors are identified in accordance with Section D.1.b.i. above.

c. Redactions. The Eligible Documents are transmitted to the Archivist for posting, RCCANO will redact the following information as it appears on each Eligible Document:

- i. Personally identifying information of the survivor, including, but not limited to, the following: (A) the survivor's signature, printed name, address(es), email address(es), telephone number(s), and social security number, or any portion thereof; (B) any other name or names by which the survivor has been known; (C) any Department of Corrections inmate number; (D) the identity of the survivor's family members, guardians, or caretakers; (E) photographs of the survivor; (F) the identity of any person identified as having been aware of the abuse; and (G) the identity of any person who provided counseling to the survivor, or to his or her family;
- ii. Personally identifying information of any individual identified as a perpetrator who is not currently identified in the Report Regarding Clergy Abuse, or later added to the Report Regarding Clergy Abuse, including, but not limited to, the following: (A) such individual's signature, printed name, address(es), email address(es), telephone number(s), and social security number, or any portion thereof; (B) any other name or names by which such individual has been known; (C) the identity of such individual's family members; (D) photographs of such individual; and (E) titles or positions that are or were held by such individual; and
- iii. Privilege Claims.

d. Resolution of Disputed Privilege Claims and Disputed Eligible Documents.

When an Eligible Document has been redacted for Privilege Claims, RCCANO will produce to the Settlement Trustee a privilege log within ten (10) days that identifies Eligible Documents that have been redacted based on any Privilege Claims. The Settlement Trustee will have ninety (90) days

thereafter to object to any such Privilege Claims. The Settlement Trustee must reduce this objection to writing and deliver it to the Special Arbitrator. If there are any disputes between RCCANO and the Settlement Trustee related to any privilege designations, then RCCANO shall bear the burden of proving the allegedly privileged information is privileged pursuant to this section. The Special Arbitrator's ruling regarding any Privilege Claim asserted by RCCANO, or any other issue related to posting any Eligible Document, will be binding and non-reviewable in any Legal Proceeding.

**2. Survivor Access to Documents and Information.**

a. Description of Documents and Information. The following documents and information are covered in this Section D.2: (i) all personal records of such survivor in the RCCANO Party's files, such as the survivor's school and sacramental records; and (ii) information about the number of Sexual Abuse Proofs of Claim that identify the individual(s) named as a perpetrator of Child Sexual Abuse against the survivor, as well as the dates of the alleged perpetrator's service or tenure related to the RCCANO Party.

b. If the Living Survivor of Child Sexual Abuse Has Not Attained the Age of 18 Years. With respect to a living Child Sexual Abuse survivor who has not attained the age of 18 years at the time of the written request, any RCCANO Party will provide such requesting individual the documents and information described in Section D.2.a; provided, however, (i) such requesting individual must be the survivor or a parent or legal guardian of such survivor, and (ii) with respect to any personally identifiable information or educational records of such survivor, the requesting individual must have submitted a signed and dated written consent to such RCCANO Party.

c. If the Living Survivors of Child Sexual Abuse Has Attained the Age of 18 Years. With respect to a living Child Sexual Abuse survivor who has attained the age of 18 years at the time of the written request, any RCCANO Party will provide such requesting individual the documents and information described in Section D.2.a; provided, however, (i) such requesting

individual must be the survivor, and (ii) with respect to any personally identifiable information or educational records of such survivor, such survivor must have submitted a signed and dated written consent to such RCCANO Party.

d. Deceased Survivors of Child Sexual Abuse. If the Child Sexual Abuse survivor is deceased, the following individuals may make a written request to any RCCANO Party to provide to such requesting individual the records and information described in Section D.2.a. above: (i) the deceased survivor's living, surviving spouse; (ii) if the deceased survivor has no living, surviving spouse, the living, surviving child of such survivor; (iii) if the deceased survivor has no living, surviving spouse or child, the living parent of such survivor; and (iv) if the deceased survivor has no living, surviving spouse, child, or parent, then the living sibling of such survivor.

e. Access Request Form. RCCANO shall create a simple form for the access requests described above, which form shall be acceptable to the Committee and attached as an exhibit to the final version of this document.

e. Time to Provide Documents and Information; Redaction. The RCCANO Party shall deliver the records and information to the individual qualified to make such a request under Section D.2.b. or Section D.2.c above, as applicable, no later than thirty (30) days after the requesting party delivers to the RCCANO Party (i) a written request, and (ii) for any personally identifiable information or educational records of such survivor, a signed and dated written consent. Any documents so provided may not redact the identity of the requesting individual but may be redacted to preserve Privilege Claims and/or to the extent the records contain confidential information of third parties.

### **3. Improved Terminology.**

The RCCANO Parties will direct their employees, spokespersons, representatives and agents (including any individuals communicating with the media on the RCCANO Parties'



collective or individual behalf) (a) not to characterize (either orally or in writing) Child Sexual Abuse Claimants, or any other individuals who have stated that they have experienced Child Sexual Abuse, as “alleged” claimants, “alleged” victims, or “alleged” survivors, and (b) to refer to all Child Sexual Abuse Claimants and such other individuals as “survivors” or “survivors of sexual abuse.” Notwithstanding the forgoing, the RCCANO Parties, including, but not limited to, canon or civil attorneys, may use the term “alleged” in connection with a Child Sexual Abuse Claim where (a) such Child Sexual Abuse Claim is the subject of a pending or threatened Legal Proceeding, or (b) the Archbishop, in consultation with the IRB, or Secular Law-Enforcement, has determined such Child Sexual Abuse Claim is not credible.

**4. Publication of List.**

RCCANO will update the current list published in the Report Regarding Clergy Abuse to include the names of all known past and present Clergy identified in any Child Sexual Abuse Proof of Claim where such Clergy are (a) deemed credibly accused by the Archbishop, in consultation with the IRB, or Secular Law-Enforcement, or (b) are permanently removed from ministry as a result of a Child Sexual Abuse Claim. The updated list will include the date(s) and place(s) of service of such Clergy and the number of Proofs of Claim that identify any Clergy as perpetrators of Child Sexual Abuse. RCCANO will post this updated information on the RCCANO Website, and RCCANO will further update such list on the RCCANO Website, within ten (10) days of a Clergy’s permanent removal from ministry, and the updated information will remain on the RCCANO Website for twenty (20) years from the Effective Date.

**5. Release from Confidentiality.**

RCCANO will publicly announce and post on the RCCANO Website the full and complete release of all Child Sexual Abuse Claimants from any mandatory confidentiality requirements contained in any agreement, instrument, or other document settling, resolving, terminating, or

otherwise concluding such Claimant’s Child Sexual Abuse Claim (including, without limitation, any Legal Proceeding related to such Child Sexual Abuse Claim).<sup>11</sup> No future agreement, instrument, or document entered into by any RCCANO Party to resolve, settle, terminate, or otherwise conclude any Claimant’s Child Sexual Abuse Claim may contain any mandatory confidentiality provision except at the written request of Child Sexual Abuse Claimant (or the Claimant’s parent or legal guardian if still a Child). Furthermore, the Child Sexual Abuse Claimant (or the Claimant’s parent or legal guardian if the Claimant is still Child) may, at any time and at his or her discretion, revoke any such mandatory confidentiality provision without prejudice to the effectiveness, validity and enforcement of any such agreement, instrument or document. Except for any reporting or disclosure request required to be made to Secular Law-Enforcement or a Secular Governmental Authority, no RCCANO Party may release or reveal the identity of any such Child Sexual Abuse Claimant without his or her prior written permission (or the prior written permission of the Claimant’s parent or legal guardian if the Claimant is a still Child).

## **E. RECOGNITION**

### **1. Individual Archbishop Meetings.**

For a period of one (1) year following the Effective Date, the Archbishop will make himself available upon reasonable notice to participate in a private conference or meeting with any Child Sexual Abuse Claimant.<sup>12</sup>

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<sup>11</sup> *USCCB Charter*, Art. 3; *Vademecum*, § 30 (“It must be remembered, however, that an obligation of silence about the allegations cannot be imposed on the one reporting the matter, on a person who claims to have been harmed, and on witnesses.”); *Vox Estis Lux Mundi*, Art. 4 § 3 (“An obligation to keep silent may not be imposed on any person with regard to the contents of his or her report.”).

<sup>12</sup> *See USCCB Charter*, Art. 1.

**2. Group Archbishop Meetings.**

Within eighteen (18) months following the Effective Date, the Archbishop will visit each deanery in RCCANO. (As of the Effective Date, RCCANO has ten (10) such deaneries.) RCCANO will: (a) publish a schedule of each such visit in the RCCANO Publications at least thirty (30) days in advance of such visit; and (b) also send a press release announcing the visit to the Additional Publications. Every visit will be open to, *inter alia*, all Child Sexual Abuse Claimants and to any other individual claiming to have experienced Sexual Abuse so that, among other things, such individuals may ask questions of the Archbishop, explain his or her history and circumstances, and otherwise freely participate in the visit.<sup>13</sup>

**3. Individual Apology Letters.**

By no later than ninety (90) days after the Effective Date and using United States mail, first class delivery, RCCANO will mail written letters of apology to any individual that filed a Child Sexual Abuse Proof of Claim to the address specified therein. RCCANO will provide the Committee with a proposed form of the letter of apology, which shall be subject to the Committee's written approval. The Special Arbitrator will resolve any disputes regarding the content of the individual letter of apology, and the Special Arbitrator's decision will be final and non-reviewable in any Legal Proceeding. The Archbishop will personally sign all such letters of apology.

**4. Public Apology Letter.**

No later than thirty (30) days after the Effective Date, RCCANO will publish a public letter of apology to all known Child Sexual Abuse Claimants. RCCANO will prominently print (or post) this public apology letter in (or on) *The Clarion Herald* and other RCCANO Publications. Additionally, RCCANO will also buy advertising space sufficient to prominently print or post the

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<sup>13</sup> See *id.*

public letter with the Additional Publications within the geographic boundaries of RCCANO, and will issue a press release to accompany the public letter of apology when RCCANO provides the letter of apology to the RCCANO Publications and the Additional Publications. A copy of the public letter of apology is attached hereto as **Appendix A**. The Archbishop will personally sign the public letter of apology.

**5. Remove Perpetrator Recognitions.**

For all properties owned or operated by any RCCANO Party, each RCCANO Party will remove all plaques, pictures, statutes, or other public recognitions of all past and present Clergy, Laity, or other RCCANO Actor who is (or was) the subject of credible allegations of Child Sexual Abuse Claim as determined by the Archbishop, in consultation with the IRB, or Secular Law-Enforcement.

**6. Publish Survivor Stories.**

For a period of four (4) years following the Effective Date, RCCANO will make available to all Child Sexual Abuse Claimants reasonable space on the RCCANO's Website in which to tell their stories of Child Sexual Abuse. RCCANO will not charge the Child Sexual Abuse Claimants for such space, which in any case may not exceed more than one printable page on the RCCANO Website per calendar quarter. RCCANO may suggest edits to any survivor story, or object to publishing any such story that (a) contains information that is under current investigation, (b) contains profanity, explicit content, or other objectionable material, or (c) identifies any individual unless the Archbishop, in consultation with the IRB, or Secular Law-Enforcement has determined that such individual has been credibly accused of Child Sexual Abuse. The Special Arbitrator will resolve any disputes that may arise over any such RCCANO edits, objections, or disclaimers. The Special Arbitrator's decision will be final and non-reviewable in any Legal Proceeding.

**7. Place of Remembrance.**

In consultation with the Committee, RCCANO will design and install a place of remembrance for all survivors of Sexual Abuse at a prominent location at the entrance of the RCCANO chancery. RCCANO will organize a dedication ceremony for this place of remembrance. This dedication ceremony will not include any Eucharistic liturgy, celebration of the Mass, or religious discourse (such as a sermon or homily). RCCANO will publish notice of the dedication ceremony in the RCCANO Publications no more than thirty (30) and not less than fifteen (15) days before the ceremony is scheduled to occur and will issue a press release regarding the ceremony to the Additional Publications. The Archbishop will attend the dedication ceremony.

**F. SURVIVOR INTERACTION AND COUNSELING.**

In consultation with the RCCANO's Victims' Assistance Coordinator, and the Child Protection Consultant during the Child Protection Consultant's Retention Period, the YPE will develop: (a) written procedures for every step of the intake and documentation of Child Sexual Abuse Claims and the transmission of the documentation to the YPE and all other designated responsible persons within RCCANO; and (b) policies for communications and interactions with survivors of Child Sexual Abuse, including the development of a "Survivor Bill of Rights."

These policies and procedures will:

a. encourage the Child Sexual Abuse Claimant or other reporting individual or entity to notify the appropriate Secular Governmental Authority and appropriate Secular Law-Enforcement of the Child Sexual Abuse;

b. provide contact information for all Secular Governmental Authorities and appropriate Secular Law-Enforcement who the Child Sexual Abuse Claimant or other reporting individual should notify and/or who can otherwise assist him or her;<sup>14</sup>

c. implement precautionary protocols and other measures to be approved by the Archbishop if a Child Sexual Abuse Claim is received or a Legal Proceeding concerning Child Sexual Abuse is initiated, such as placing on administrative leave any individual named in a Child Sexual Abuse Claim and/or Legal Proceeding as having committed Child Sexual Abuse;<sup>15</sup>

d. provide Child Sexual Abuse Claimants or their legal guardians, and other reporting individuals, with a copy of RCCANO's policies regarding the handling of Child Sexual Abuse Claims;

e. provide, at RCCANO's cost, a Child Sexual Abuse Claimant who suffered Child Sexual Abuse after the Petition Date with reasonable counseling and trauma focused therapy for up to twelve (12) sessions with a specialist in the treatment of Child Sexual Abuse; and

f. provide all Child Sexual Abuse Claimants with information about RCCANO Parties that provide food and shelter if needed.

As approved by the Archbishop, RCCANO will implement the procedures and policies described in this section of these Provisions as soon as practical.

## **G. MISCELLANEOUS**

### **1. Reports Must Be In Writing.**

Any reports required by (a) these Provisions, (b) RCCANO's existing Child-protection policies and procedures, (c) by Laws Regarding Child Sexual Abuse, or (d) by any Child Sexual

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<sup>14</sup> See USCCB Charter, Art. 4; USCCB Essential Norms, § 11.

<sup>15</sup> See USCCB Charter, Art. 5; USCCB Essential Norms, § 6.

Abuse Reporting Obligations, must be in writing. If any such report is made orally, the report must be promptly memorialized in a written report and must be delivered as required under the Child Sexual Abuse Reporting Obligations, and in any event by no later than five (5) days after the oral report is made.

**2. Adult Sexual Abuse.**

Upon receiving any report of Adult Sexual Abuse, the RCCANO Parties shall (a) encourage the person reporting the abuse to promptly report the Adult Sexual Abuse Claim(s) to Secular Law-Enforcement, (b) provide outreach and reasonable counseling alternatives through the RCCANO's Victims' Assistance Coordinator, (c) investigate any Clergy or Religious who, while serving an RCCANO Party, are alleged to have committed a violation of Canon Law with respect to an adult, and (d) take other appropriate measures to address such Adult Sexual Abuse Claims, including, without limitation, by terminating the employment of any RCCANO Actor or other individual who committed Adult Sexual Abuse.

**3. Anti-Lobbying.**

The RCCANO Parties will not direct, pay or hire any attorney, agent, employee, or third party for the purpose of lobbying, supporting or advocating for (a) loosening or otherwise weakening the existing mandatory reporting requirements contained in Louisiana Children's Code Articles 603, 609, and 610, or (b) altering any prescriptive periods or statutes of limitations regarding Child Sexual Abuse. This Anti-Lobbying provision requires any official representative of RCCANO who serves as a director, officer, or board member of any entity to recuse himself or herself from discussions and decisions covered by this Anti-Lobbying provision.

**4. Jurisdiction and Standing.**

a. The Bankruptcy Court will retain exclusive jurisdiction to adjudicate any disputes that may arise regarding the meaning or performance of these Provisions. Any order

confirming a plan of reorganization in this case shall provide for continuing jurisdiction of the Bankruptcy Court for this purpose. If, however, the Bankruptcy Court or U.S. District Court finds that it does not have jurisdiction to adjudicate such disputes, then any and all such disputes shall be settled in arbitration. In the event that arbitration is necessary, the Special Arbitrator shall act as the sole arbitrator; if for any reason, the Special Arbitrator is unable to act as arbitrator, the parties shall select a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association; arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules; the place of the arbitration shall be New Orleans, Louisiana; and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

b. The sole parties who have authority and/or standing to seek the specific performance of these Provisions shall be (i) the Settlement Trustee, and (ii) any survivor of Child Sexual Abuse who filed a Child Sexual Abuse Proof of Claim.

c. The sole remedy available to any party who raises any dispute concerning these Provisions shall be the specific performance of these Provisions.

d. By agreeing to these Provisions, RCCANO also agrees that the Religious Freedom Restoration Act of 1993, 42 U.S.C. §2000bb *et seq.* (2024) (as amended), and any similar state statute, or under other applicable law (collectively, the “RFRA Laws”), do not prevent a party with standing (in accordance with Section G.4.b of these Provisions) from seeking specific performance of any of these Provisions as the same are written. For the avoidance of doubt, RCCANO reserves its right to raise any RFRA Laws if (i) any party seeks to expand, modify or otherwise alter any of the Provisions as written, or (ii) alleges that these Provisions are ambiguous in any way.



**5. Publication of Non-Monetary Provisions.**

RCCANO will publish these Provisions on the RCCANO Website as a stand-alone document for a period of no less than ten (10) years after the Effective Date.

**6. Reporting.**

For a period of ten (10) years after the Effective Date, RCCANO will issue a semi-annual report detailing the scope, nature, and success (or failure) of the RCCANO Parties' compliance with these Provisions, including, without limitation, (a) describing any amendments or revisions to RCCANO's policies and procedures regarding Child Sexual Abuse and Child Sexual Abuse Claims adopted during the semi-annual period, (b) disclosing the number of Child Sexual Abuse Claims received by the RCCANO Parties in that semi-annual period and the RCCANO Parties' responses thereto, and (c) summarizing the results from any Third-Party Child Protection Audit conducted in the year. Each report shall be signed by the Archbishop and the YPE, delivered by email to the Settlement Trustee, and published on the RCCANO Website. Nothing in such reports shall constitute an admission of liability.

**7. Reservation of Rights.**

a. Except for the rights to seek specific enforcement of these Provisions as set forth in Section G.4 hereof, nothing in these Provisions, and no conduct authorized, directed, or prohibited by these Provisions, is intended to, or will, (i) give rise to any Claim or cause of action that does not exist under any applicable state or federal laws, (ii) alter or supplement, in any fashion, any Claim or cause of action that exists under any applicable state or federal laws, or (iii) constitute any admission of liability.

b. Nothing in these Provisions gives the Settlement Trustee, any Secular Governmental Authority, Secular Law-Enforcement, or any other individual or entity, any standing or rights to change, alter, interpret, or adjudicate Canon Law.

c. RCCANO certifies that these Provisions are compatible with the promulgated Canon Law on the Effective Date.

## **APPENDIX A**

[INSERT DATE]

To All Child Sexual Abuse Claimants in the Archdiocese of New Orleans:

With this letter, I express on behalf of the clergy, religious, and laity of the Archdiocese of New Orleans, my predecessors, and myself, profound regret over the tragic and inexcusable harm you have suffered at the hands of your abusers. I sincerely apologize to you for the trauma caused to you and to those close to you as a survivor of sexual abuse perpetrated by a member of the clergy, a religious sister or brother, or a lay employee or volunteer working within the Catholic Church. Sexual abuse is an inexcusable evil, and I am ashamed that you or anyone should have been sexually abused by someone working within the Catholic Church.

Please know that you are not to blame for the abuse perpetrated on you. You were and are completely innocent and did nothing to deserve the pain you have suffered because of the hideous crime of sexual abuse of a minor. The Archdiocese of New Orleans takes responsibility for the abuse you have suffered and pledges to keep children and all vulnerable people safe in our ministry.

It is my fervent hope that as we bring these Chapter 11 proceedings to a close, you will achieve some sense of peace, justice, and healing. I hold you and all survivors of abuse in prayer daily and encourage all to join me in prayer for you.

With my sincere admiration for your courage in coming forward, I am,

Sincerely yours,

Most Reverend Gregory M. Aymond

Archbishop of New Orleans

**EXHIBIT I**  
**REORGANIZED DEBTOR'S OFFICERS AND SENIOR MANAGEMENT**

[TO BE FILED]

**EXHIBIT J**  
**CAUSES OF ACTION**  
[TO BE FILED]

**EXHIBIT K**

**ANO PROPERTY TO BE SOLD\***

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\* As may be amended or modified by time to time through the Confirmation Date. This ANO Property List remains subject in all respects to further additions, deletions, or modifications as the Proponent may make, in its sole discretion, through the Confirmation Date.

No.	ADDRESS	CITY	ST	ZIP	TYPE
1	2908 S. Carrollton	New Orleans	LA	70118	Residential Home
2	3200 Canal St.	New Orleans	LA	70119	Church
3	1032 S. Rampart St.	New Orleans	LA	70113	Vacant Land/Parking Lot
4	1042 S. Rampart St.	New Orleans	LA	70113	Vacant Land/Parking Lot
5	820 Dauphine St.	New Orleans	LA	70166	Commercial
6	820 Dauphine St. (Adjacent Vacant Lot)	New Orleans	LA	70166	Vacant Land/Parking Lot Catholic Cultural Heritage Center / Old Ursuline Convent/ St. Mary
7	1100 - 1116 Chartres St.	New Orleans	LA	70116	Church
8	1504901 Veronica St.	New Orleans	LA	70166	Vacant Land
9	823 St. Ann St.	New Orleans	LA	70116	Commercial
10	6450 Kathy Ct.	New Orleans	LA	70131	Commercial
11	6430 Kathy Ct.	New Orleans	LA	70131	Residential Home
12	6440 Kathy Drive	New Orleans	LA	70131	Residential Home/Vacant
13	6420 Kathy Ct.	New Orleans	LA	70131	Residential Home
14	4415 Joycelyn Dr.	New Orleans	LA	70131	Residential Home
15	6410 Medlock Street	New Orleans	LA	70131	Residential Home
16	4420 Fields St.	New Orleans	LA	70131	Residential Home
17	3748 Pere Antoine Alley	New Orleans	LA	70122	Administrative/Commercial
18	4901 Alsace St.	New Orleans	LA	70129	Apartment Building Administrative/Commercial
19	2814 S. Carrollton Ave	New Orleans	LA	70118	(Under Used)
20	2801 Pine St.	New Orleans	LA	70125	Residential Home
21	7919 Fig St.	New Orleans	LA	70125	Residential Home
22	2824 Dauphine Street	New Orleans	LA	70117	Residential Home
23	1941 Dauphine Street	New Orleans	LA	70116	Commercial
24	14400 Peltier Dr.	New Orleans	LA	70129	Vacant Land
25	14408 Peltier Dr.	New Orleans	LA	70129	Vacant Land
26	14424 Peltier Dr.	New Orleans	LA	70129	Residential Home
27	13900 Dwyer Blvd.	New Orleans	LA	70129	Vacant Land
28	13435 Granville St.	New Orleans	LA		Commercial/Mixed/Vacant (8 ACS)
29	54423 Middle Rd.	New Orleans	LA	70127	Vacant Land
30	54427 Middle Rd.	New Orleans	LA	70127	Vacant Land
31	54436 Middle Rd.	New Orleans	LA	70127	Vacant Land
32	54445 Middle Rd.	New Orleans	LA	70127	Vacant Land
33	4909 Loveland St.	Metairie	LA	70006	Residential Home
34	4313 Richland	Metairie	LA	70006	Residential Home
35	4412 Era St.	Metairie	LA	70002	Residential Home
36	5500 St Mary St	Metairie	LA	70006	Cenacle Retreat Center
37	6105 Bridget St.	Metairie	LA	70003	Residential Home
38	0 NO ADDRESS	Madisonville	LA		Vacant Land (11.257 ACS)
39	1501 W. Causeway Approach	Mandeville	LA	70471	Vacant Land (28 ACS - full)
40	1000 North Starrett Rd.	Metairie	LA	70003	Administrative/Residential Home
41	4701 Wichers Drive	Marrero	LA	70072	Apartment Building
42	1000 Westwood Dr.	Marrero	LA	70072	Residential Home
43	620 1ST Ave.	Marrero	LA		Residential Home

No.	ADDRESS	CITY	ST	ZIP	TYPE
44	0 NO Address (142.19 ACS)	Mandeville	LA		Vacant Land (142.19 ACS)
45	424 E. 21 St.	Covington	LA		Residential Home
46	69033 Riverbend Dr.	Covington	LA	70433	Residential Home/Camp
47	0 NO Address	Covington	LA	70354	Vacant Land (7.24 ACS)
48	0 NO Address	Covington	LA	70433	Vacant Land (10 ACS APPX)
49	69033 River Bend Dr.	Covington	LA	70433	Residential Home/Camp
50	285 Ponchitolawa Dr.	Covington	LA	70433	Residential Home
51	906 Cross Gates Blvd.	Slidell	LA	70461	Residential Home
	416 E. Rutland St.				
52	Apt. 208E	Covington	LA	70433	Residential Home
53	10779 River Road	Ama	LA	70031	Vacant Land
	Corner of W 8th				
54	and Godchaux Dr.	Reserve	LA		
55	4465 Hwy 190 East Service Rd.		LA		Church
56	St. Tammany		LA		Vacant Land (3 ACS)
57	28028 Main St.	Lacomb	LA	70445	Vacant Land
58	9.04 ACS	Lacomb	LA		Vacant Land (9.4 ACS)
	PARCEL A SEC 44 9 14				
59	MEAS 81.17 X 460 X 1643.65 X		LA		Vacant Land
60	No St. Address		LA		Vacant Land
61	32.62 Acres, Angus Dr.	Luling	LA	70070	Vacant Land
62	14538 River Rd.	Destrahan	LA	70047	Commercial
63	1101 Barataria Blvd.	Marrero	LA	70072	Commercial
64	1101 Barataria Blvd.	Marrero	LA	70072	Commercial
65	1130 Barataria Blvd.	Marrero	LA	70072	
66	2136 Matador St.	Harvey	LA	70058	Vacant
67	1916 N. Arnolt Rd.	Metairie	LA		Residential Home
68	2501 Archbishop Hannon Rd.	Meraux	LA	70075	
69	2809 Bayou Road	Saint Bernard	LA	70085	Residential
70	2004 East Frisco Dr.	Laplace	LA		Residential
71		Reserve	LA		Vacant Land
72	10773 River Rd.	Ama	LA	70031	Vacant Land
73	10775 River Rd.	Ama	LA	70031	Vacant Land
74	10774 River Rd.	Ama	LA	70031	Vacant Land
75	16883 River Rd.	Ama	LA	70031	Vacant Land
76	453 Spruce St.	Norco	LA		Vacant Land
77	Tenth Street	Marrero	LA		
78	1916 N Arnoult Rd.	Metairie	LA		
79	13185 Chef Menteur				
	18.75 Acres on Oak Harbor Blvd.				
80	(aka Howze Beach Road)	Slidell	LA		
81	19.06 Acres on Oak Harbor Blvd.	Slidell	LA		
	Rue de la Paix or Port Louis				
82	Access Road	Madisonville	LA		
83	Prats Dairy Road	St. Tammany	LA		



No.	ADDRESS	CITY	ST	ZIP	TYPE
84	Ellington Plantation, St. Charles Parish	Luling	LA		
85	Square 12 (Florenville, St. Tammany)				
86	Section 32, T6, SR12E,	Abita Springs	LA		

**EXHIBIT L**  
**ANO PERSONAL PROPERTY TO BE SOLD\***

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\* As may be amended or modified by time to time through the Confirmation Date. This ANO Personal Property List remains subject in all respects to further additions, deletions, or modifications as the Proponent may make, in its sole discretion, through the Confirmation Date.

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
1	2 Indian silver filigree card cases with bracelet	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
2	mother of pear/ivory card case	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
3	3 pocket watches	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
4	oval amethyst ring 3cts	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
5	cabochon emerald ring	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
6	carnelian ring	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
7	ecclesiastical ring. The ring is set with one (1) emerald cut amethyst which weighs 13. Oct. The amethyst is surrounded by eighteen (18) round synthetic diamonds. The ring is set in 18kt yellow gold.	Jewelry	The Security Center	ANO (20-10846)_00182637
8	amethyst and diamond repousse gentleman's ring. The ring is set with one (1) round faceted amethyst which weighs 12.0 carats. The amethyst is surrounded by twelve (12) Old Mine cut diamonds which have a total weight of 1.92carats total. The ring is 14kt yellow gold.	Jewelry	The Security Center	ANO (20-10846)_00182637
9	One (1) garnet and diamond Archbishop's ring. The ring is bezel set with one (1) oval faceted garnet which weighs 19.00 carats. The garnet is surrounded by twenty-six (26) round diamonds which have a total weight of 1.30 carats total. The ring is embossed and is 14kt yellow gold.	Jewelry	The Security Center	ANO (20-10846)_00182637
10	One ( 1) amethyst and diamond Episcopal ring. The ring is set with one (1) cushion cut amethyst of fine color and weighs 16.00 carats. The amethyst is surrounded by twenty-five (25) Old Mine cut diamonds which have a total weight of 1.60 carats total. The ring is 18kt yellow gold.	Jewelry	The Security Center	ANO (20-10846)_00182637
11	One ( 1) amethyst and diamond ring. The ring is set with one (1) oval faceted amethyst of fine color which weighs 26.15 carats. The amethyst is surrounded by thirty-one (31) single cut diamonds which have a total weight of .93 carats total. The ring is set in 14kt yellow gold and features a raised cross on either side of the shank.	Jewelry	The Security Center	ANO (20-10846)_00182637
12	An American sterling silver lady's purse, late 19th/early 20th century.	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
13	12 item jewelry grouping	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
14	3 horn hair pins	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
15	6 item pin grouping	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
16	sterling and silver chain mesh purse	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
17	Art Deco painted silver mesh purse	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
18	gents vermeil band. The band is wide and engraved. It is marked 925.	Jewelry	The Security Center	ANO (20-10846)_00182637
19	St Joan of Arc class ring	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
20	rope twist mourning pin	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
21	Victorian lady's locket	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
22	2 mourning brooches and hair pin	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
23	3 small lady's brooches	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
24	2 carved coral brooches	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
25	Victorian diamond shaped silver purse	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
26	silver belt buckle	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
27	mourning pin and hair choker	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
28	Victorian jewelry grouping of 16 items	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
29	9 colonial LA Native colored glass beads	Jewelry	7887 Walmsley	ANO (20-10846)_00182881
30	cross suspended from angel brooch	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
31	pectoral cross, Stewart	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
32	gold school medal	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
33	gentleman's card case	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
34	a group of ten (Victorian hand-wrought gold and silver school medals, 19th/ early 20th centry	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
35	Sacre Coeur school medal	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
36	2 silver religious medals	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
37	2 gold plated religious medals	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
38	2 Art Nouveau silver brooches	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
39	3 sterling pencil cases	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
40	silver and blue enamel pendant scent bottle	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
41	10 DAR items	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
42	Krewe of Oberon pin	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
43	3 Krewe of Oberon pins	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
44	13 Carnival krewe pins	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
45	Krewe of Consus pin	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
46	silver crescent and snake pin	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
47	rosary and pill box	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
48	3 stick lapel pins	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
49	rosary, crosses and pendant (4 items)	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
50	WWII ten dollar bill stamped "Hawaii"	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
51	sick call kit	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
52	One (1) amethyst and synthetic diamond pectoral cross. The cross is embossed and is set with five ( 5) round faceted amethyst which have a total weight of 15.50ct. and twelve (12) round synthetic diamonds. The cross is 18kt yellow gold, marked 750	Jewelry	The Security Center	ANO (20-10846)_00182637
53	sterling silver rosary	Jewelry	7887 Walmsley - safe contents	ANO (20-10846)_00182918
54	One ( 1) slide chain. The chain is rope style and 5mm wide and 48 inches long. The chain is controlled by an amethyst slide chain set with one (1) round faceted amethyst which weights .70ct. The chain is 14kt yellow gold.	Jewelry	The Security Center	ANO (20-10846)_00182637
55	One ( 1) amethyst and gold Celtic cross and chain. The cross is set with five ( 5) round faceted amethyst which have a total weight of 7.0ct. The cross is embossed and is 14kt yellow gold. The reverse of the cross fitted with hinged compartment for reliquary; one side of the lower element of the cross is engraved "Most Rev. Harold R. Perry, S. VD." The chain is rope style and measures 35 inches. It is 18kt yellow gold.	Jewelry	The Security Center	ANO (20-10846)_00182637

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
56	One (1) large amethyst and diamond cross. The cross is pierced and is set with one ( 1) cushion cut amethyst which weighs 15.0 carats. The amethyst is surrounded by twenty (20) round diamonds which have a total weight of 1.0 carats total. The cross is 18kt yellow gold. The cross hangs from an oval link chain which is gold plated.	Jewelry	The Security Center	ANO (20-10846)_00182637
57	large golden topaz and madeira citrine and seed pearl cross. The cross is set with five ( 5) oval faceted citrine which have a total weight of 28.5 carats total and two (2) oval faceted citrine which have a total weight of 3 .25 carats total. The cross is also set with twenty-four seed pearls. The cross is 18kt yellow gold. The cross hangs on a handmade chain with oval slide. The chain measures 60 inches and is 14kt yellow gold.	Jewelry	The Security Center	ANO (20-10846)_00182637
58	A Spanish ecclesiastical chasuble,18th century, silk, gold, metallic thread sewn onto a linen foundation with silk cording featuring a floral motif, probably tulips, representing perfect and deep love. h.38"	Jewelry	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
59	Two (2) reliquaries of St. Agatha and St. Clarae, 19th century, of silver and gold scrollwork with silk and semiprecious stones	Jewelry	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
60	A twelve (12) piece set American sterling silver dresser set, early 20th century, by the Gorham Manufacturing Company, Providence, R.I., (1831 - present), including several brushes, a ring tray, a nail buffer and a file, a shoe horn, a button hook, three glass jars with sterling lids, and a circular belt buckle	Jewelry	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
61	A Eucharistic umbraculum or conopaeum, first quarter 20th century, the "big umbrella" with a brass cross finial having metallic thread fringe, surmounting a lined cream damask silk umbrella with a band of gold and red silk embroidered band and ending with metallic tassels on a carved and turned stained oak and copper pole h.67"	Jewelry	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
62	A cased American Ecclesiastical vermeil Archbishop's crozier, second half of the twentieth century, by Bernard & Grunning, Inc., New Orleans. The staff in four parts with a smooth surface with three carved and numbered knops surmounted by a series of Gothic spires and Saints terminating with a silver figure of Our Lady of Prompt Succor. Inscribed to "The Most Reverend Joseph Francis Rummel from the clergy of The Archdiocese of New Orleans on the occasion of his twenty fifth anniversary of his enthronement" with an engraved heraldry mark.	Jewelry	Unknown	6/1/2022 Winston & Associates Appraisal (not labled)
63	A vermeil - gilded silver - crozier, 18th century, maker's mark illegible, made in 1761 in Southern Netherlands, i.e. Brussels; belonging to Luis Ignacio de Peñalver y Cardenas, the first ordinary of the Diocese of Louisiana and the Floridas in 1793; featuring a scrolling crook with fluted shaft decorated with foliate motif	Jewelry	Unknown	6/3/2022 Winston & Associates Appraisal (not labled)

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
64	A group of twenty-nine (29) vestments from the Ursuline Convent and St. Mary's Church, early to mid 20th century, including one made by Philip et Cie; many without labels or manufactures' mark, several made in France, of various fabrics; the early ones of velvet and silk and the later ones of synthetic fabric; most with silver and gilt embellished embroidery and ribbon Size ranges from h. 42" to 76"	Jewelry	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
65	A six (6) piece Mexican sterling silver coffee and tea set, circa 1955, consisting of a coffee pot, tea pot, covered sugar, creamer, open waste bowl and two handle under tray retailed by Eddies, Mexico City, marked sterling, Hecho en Mexico, .925, Plateria, Mexico, assay mark for Mexico City; featuring panel cut sides and repousse floral motif Coffee pot, h. 10" Tray, 1. 22 1/2"	China	Old Ursuline Convent	ANO (20-10846)_00182694
66	A partial set of American sterling silver flatware, mid 20th century, by Reed & Barton, Taunton, Mass. (1840-present), in the "Marlborough" pattern (1906-2011), including 8 dinner forks, 6 dinner knives, 12 teaspoons, 8 cocktail forks, 9 soup spoons, 8 bread and butter knives; and several serving pieces including a master flat handled butter knife, a two piece carving set, a pie server, a berry spoon and a cold meat fork; monogrammed	China	7887 Walmsley	ANO (20-10846)_00182918
67	An assembled group of eight (8) sterling silver, silver plate, .800, and enameled Souvenir spoons by various makers, 20th century;	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
68	A pair of oval American coin silver communion plates, Circa 1840-1850, marked "A. Rasch", Anthony Rasch (Bavarian, German/American, c. 1778-1858) each engraved "Church of St. Louis" h. 3 1/4", 1. 11"	China	The Security Center	ANO (20-10846)_00182637
69	An extensive set of American dinner china, 20th century, by Lenox China Inc., Lawrenceville, New Jersey; in the "Tuxedo" pattern from the Lenox Presidential Collection, 1987; made to commemorate Pope John Paul II's visit to New Orleans; bone china with 24-karat gold;	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
70	A German .750 silver and engine turned small pitcher with gilt washed interior, circa 1800, by M H Wilkens & Sohn, Bremen-Hemelingen (1810 - to present), engraved "12 Loth, Wilkens, 1792" on underside; together with an American sterling silver under	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
71	An American coin silver child's cup, 19th century, by Adolphe Himmel (German/American, 1825-1877), retailed by A.B. Griswold, New Orleans, engraved "Thiberge" and marked "A.B. Griswold & Co.N.O. -	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
72	An American coin silver child's cup, 19th century, engraved with engine turned motif and inscribed with surname "Thiberge"	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
73	A French .950 silver chalice, late 18th century, probably Paris, the cup with everted rim and the bowl with gilt washed interior; featuring a tapering stem with stepped knop and foliate repousse motif; the shaped circular base with repousse motif featuring a cross; together with a silver paten. Provenance: This chalice belonged to Chaplain Turgis who	China	The Security Center	ANO (20-10846)_00182637
74	An American coin silver ciborium, circa 1840-1850, marked "A. Rasch", Anthony Rasch (German/American, c. 1778-1858), with beaded motif and having a gilt washed interior, engraved "Church of St. Louis"	China	The Security Center	ANO (20-10846)_00182637
75	A vermeil - gilded silver - crozier, 18th century, maker's mark illegible, made in 1761 in Southern Netherlands, i.e. Brussels; belonging to Luis Ignacio de Penalver y Cardenas, the first ordinary of the Diocese of Louisiana and the Floridas in 1793; featuring a scrolling crook with fluted shaft decorated with foliate motif	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
76	A pair of silver candlesticks, late 18th century, marked JS JS, possibly Belgium, with two reeded and foliate decorated knops on circular stepped base with stylized foliate repousse band	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
77	A set of three (3) brass Ecclesiastical candlesticks, 20th century h. 17 3/4"	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
78	A pair of silver plate and weighted Ecclesiastical altar sticks, first quarter 20th century h.30"	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
79	A group of nine (9) brass candlesticks, mid 20th century, various sizes and makers h. 14" to 37 1/2" Condition: Fair, many of the candlesticks are broken or missing elements	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
80	Four (4) cast aluminum and brass altar sticks, 20th century, of knopped form on circular foot h.47" Condition: Good	China	7887 Walmsley	ANO (20-10846)_00182918
81	A Receptor brass tabernacle early 20th century	China	Old Ursuline Convent	ANO (20-10846)_00182694
82	A set of four (4) Baroque style brass pricket altar sticks, 20th century, the knop column with foliate and angel motif on triangular shaped base having elaborate cast brass foliate motif with oval medallions and angel heads; raised on lion paw feet	China	Old Ursuline Convent	ANO (20-10846)_00182694
83	A set of six (6) Ecclesiastical cast brass altar sticks, 20th century, featuring Lamb of God and Sacred Heart motif, raised on lion paw feet h.42" Condition: Very good FMV: \$2,100.00	China	Old Ursuline Convent	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
84	A set of six (6) Ecclesiastical cast brass altar and pewter altar sticks, 20th century, featuring large campagna form candle cups with fluted and foliate column raised on faceted triangular form base on lion paw feet	China	Old Ursuline Convent	ANO (20-10846)_00182694
85	A pair of tall brass candlesticks, early 20th century, with knop column on stepped circular base h. 21 1/2" Condition: Good	China	Old Ursuline Convent	ANO (20-10846)_00182694
86	A 24 kt gold plated and silver plate Repository tabernacle, 20th century, of box form, the door with center circular medallion with cross and studded with red faux gemstones h. 15", w. 12", d. 12 1/4"	China	Old Ursuline Convent	ANO (20-10846)_00182694
87	An English gold vermeil sterling silver chalice, 20th century, in the "Diadem" pattern, marked and stamped "Made in England"; with engraved inscription on the underside of the foot: May 25, 1996	China	7887 Walmsley	ANO (20-10846)_00182918
88	An American 14kt yellow gold washed and diamond set sterling silver chalice, 20th century, by Joseph Piana, belonging to Rev. Raymond Wegmann, including two patens; the base with engraved inscription: Raymond A. Wegmann From his Brothers May 18, 1940 & Friends in Houma Jan. 8, 1946; featuring a tapering cup	China	7887 Walmsley	ANO (20-10846)_00182918
89	An American hand hammered bronze and copper chalice, 20th century, with paten of similar design, belonging to Rev Msgr Terence Tekippe featuring a wide straight gilt washed bowl with inverted conical base. Chalice - h. 5 3/8" Paten - dia. 6"	China	7887 Walmsley	ANO (20-10846)_00182918



ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
90	A Spanish gold plated sterling silver chalice and paten, mid 20th century, belonging to Rev. Royce J. Mitchell; having an overall geometric motif with plain rim having a gilt washed interior; together with silver plate footed shallow bowl form paten having gilt washed interior	China	7887 Walmsley	ANO (20-10846)_00182918
91	A French .925 gold vermeil and enameled chalice, late 19th/early 20th century, inset with mine cut and European cut diamonds, a cabochon emerald, and turquoise; belonging to Rev. Leo Kinsella \ together with a matching paten Chalice - h. IO 3/8" Paten - dia. 6 3/8"	China	7887 Walmsley	ANO (20-10846)_00182918
92	A gold plated sterling and diamond "Gospel Writers" chalice, 20th century, by International Silver Company, Meriden, Conn., (1898- present) with paten; the tapering hand hammered cup with band having an engraved inscription; the stem with angel repousse knop, on flared inverted trumpet foot with applied diamond inset cross; the paten with applied cross	China	7887 Walmsley	ANO (20-10846)_00182918
93	One chalice set with 16 Old Mine Cut diamonds which have a total weight of 1.38 crats and four total round diamonds which have a toral weight of .40 carats total. There are ten (10) round faceted sapphires which have a total weight of 2.80ct, and two (2) round faceted rubies which have a total weight of .05ct. The chalice is also set with amethyst, garnet, diamonds simulants and polychrome enamel accents. Together with a gold metal paten, 20th century, with engraved motif depicting the lamb of God.	China	The Security Center	ANO (20-10846)_00182637
94	A rare French Provincial .950 silver Ist standard chalice, 1809-1819, by Michel Auguste Francois Gregoire, Bordeaux; the cup with everted rim and the bowl with gilt washed interior, featuring a stem with knop and collar motif on circular base h. 10"	China	The Security Center	ANO (20-10846)_00182637
95	An Italian 800 silver gilt washed and hammered chalice with a paten, early 20th century, by Ettore Del Vecchio Clemente fu Ettore (Ancona, 1891-1972), Via dei Pianellari, Roma (1835-1955); the knop featuring the symbol of the four Evangelists: a lion, oxen, eagle, and an angel; engraved with papal insignia on the bottom: the paten with engraved cross	China	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
96	An Italian .800 silver and polished gold plated chalice and paten, 20th century, maker unknown, the underside incised with the Coat of Arms of Pope Benedict XVI designed by Archbishop Andrea Cordero Lanza di Montezemolo soon after the papal election in 2005; the polished gold plated chalice cup with applied repousse silver floral motif; the center knob with chased floral roundels, the scalloped foot with chased and repousse papal insignia; with a custom blue leather storage case	China	Old Ursuline Convent	ANO (20-10846)_00182694
97	An American sterling silver and gilt washed chalice and paten, mid 20th century, marked Bernard & Grunning, with chased and engraved vintage and foliate motif; with applied gold cross studded with center red glass stone and white/diamond type stones; the base engraved with inscription: "To St. Henry Church/ In memory of Edwin X de Verges/and/The Wm. Cruzat Family/ Mrs. Edwin X de Verges/1970"; the paten with gilt washed interior	China	Old Ursuline Convent	ANO (20-10846)_00182694
98	A French .950 silver chalice, 20th century, stamped "Made in France"; the cup with applied tracery motif with chased band of grape vine; having a knopped stem "AMICI USQUE AD ARAS" (a friend whose only higher allegiance is to religion); on a stepped lotus form base decorated with the same vintage motif band and having three applied bezel set medallions; the underside of the foot with engraved inscription: "Pray for the Soul of My Dear Mother, Mrs. Joanna Philliops/Mrs. (?) Pritchard/	China	Old Ursuline Convent	ANO (20-10846)_00182694
99	A French vermeil and sterling chalice, 19th century, the cup with French guarantee mark for Paris (Ceres) and Michel-Angel, and the makers mark for Charles-Marie Guidee, Paris, 180 I; the gilt cup with applied cut out silver motif featuring wheat and vintage designs; with knopped stem on circular base, the underside with engraved inscription - "Deus providebit/et/voluntas fiet ejus/ Philip Gerard Landry/ordained to the Holy Priesthood/May 21, 1988"; together with gilt washed Paten marked "Made in Spain"	China	Old Ursuline Convent	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
100	A large brass and bronze tabernacle, 20th century, of tall cylindrical form with domed top having elaborate foliate motif h.30" Condition: Very good	China	Old Ursuline Convent	ANO (20-10846)_00182694
101	A pair of Old Paris porcelain gamiture vases, 19th century, celeste blue ground with painted floral reserves on white ground having elaborate foliate and white and gilt double handles h.20" Condition: Good with minor losses	China	Old Ursuline Convent	ANO (20-10846)_00182694
102	A large American brilliant cut crystal basket, early 20th century, of oblong form with wide flat handle h. 12", w. 15" Condition: Very good	China	Old Ursuline Convent	ANO (20-10846)_00182694
103	A French Empire gilt bronze and cut crystal center bowl, early 20th century, of oblong form raised on swan form supports on oval base raised on lion paw feet; ensuite with oval mirror plateau h. 13", l. 23" Condition: Very good	China	Old Ursuline Convent	ANO (20-10846)_00182694
104	A pair of French Empire style patinated and gilt bronze four light candelabra, late 19th century, the scrolled and curved arms with foliate and floral motif having gilt candle cups with palmetto motif; the fluted columns with gilt foliate motif ending on three lion's paw feet on a triangular plinth base h.21"	China	Old Ursuline Convent	ANO (20-10846)_00182694
105	A pair of large blown glass hurricane shades, 19th century, of typical hour glass form with deep moulded rim bases h. 25 3/4"	China	Old Ursuline Convent	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
106	A cased American Ecclesiastical vermeil Archbishop's crozier, second half of the twentieth century, by Bernard & Grunning, Inc., New Orleans. The staff in four parts with a smooth surface with three carved and numbered knops surmounted by a series of Gothic spires and Saints terminating with a silver figure of Our Lady of Prompt Succor. Inscribed to "The Most Reverend Joseph Francis Rummel from the clergy of The Archdiocese of New Orleans on the occasion of his twenty fifth anniversary of his enthronement" with an engraved heraldry mark. Presented in a custom black leather and red velvet lined carrymg case.	China	Old Ursuline Convent	ANO (20-10846)_00182694
107	A French Aesthetic style brass and prism hung six-light chandelier, late 19th century h.37" Condition: Good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
108	A set of six (6) French Louis XVI style crystal five-light style chandeliers, first half 20th century, in the Baccarat style, of basket form with rope prisms h.54" Condition: Good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
109	Ten (10) twenty-eight light Dutch style brass chandeliers, 20th century, having three graduated tiers chandelier, with light in lower orb	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
110	Three (3) sixteen/arm brass chandeliers, 20th century, with light in lower orb	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
111	A pair of French Belle Epoque style brass and waterfall or drop prism hung chandeliers, circa 1880-1914, the brass frame featuring curtain swags with rope fringe and winged cupid heads h. 51" Condition: Good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
112	A pair of Continental Late Victorian six light painted cast iron and brass chandeliers, late 19th century, cupid motif h.60" Condition: Good; painted surfaces refreshed	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
113	A French Belle Epoque style brass and waterfall prism hung chandelier, late 19th/early 20th century, with foliate, scroll and winged angel/cupid motif Approximate h. 5'	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
114	A French Louis XVI style montgoljier form gilt brass and crystal bead and rope adorned twelve-light chandelier, late 19th century h.48" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
115	An American Classical Revival carved mahogany dressing screen, late 19th century, featuring a tall center rectangular needlepoint and petty point panel flanked by foliate carved columns of tripartite form raised on lion claw feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
116	An American painted wood liturgical armchair, late 20th century, designed by Ruth Goliwas, New Orleans and made by the Liberato Gallo family; featuring a highly carved tall back with center cross having open scrolled and acanthus carved arms with upholstered seat raised on block and turned heavily carved legs on bun feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
117	set of four American Victorian Empire style mahogany dining chairs, late 19th century, in the style of Seignouret, of Gondola form, featuring shaped vasiform splats with upholstered seats and raised on front saber legs h. 31 3/4", w. 18", d. 15"	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
118	An American Plantation chair, 18th century, with a double shaped slack back with a herringbone woven cane seat	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
119	A pair of Late Victorian carved mahogany parlor chairs, late 19th century, featuring shaped pierced carved S-scroll crests with oval inset upholstered backs flanked by turned columns having broad upholstered seats raised on turned tapering legs on brass casters	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
120	A set of fifteen (15) American manufactured open armchairs of Jacobean inspiration, mid 20th century, featuring upholstered seats and backs raised on block and tum legs	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
121	An American Victorian natural wicker and cane settee, late 19th/early 20th century, featuring a double chair fan back with rolled arms raised on cabriole legs	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
122	An American Henry II style carved mahogany hall chair, first quarter 20th century, featuring a tall pierced carved back with slender scrolling arms with upholstered seat raised on turned legs joined by shaped stretcher	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
123	An Ecclesiastical mahogany and velvet upholstered armchair, early 20th century, the seat and back upholstered in crimson velvet; featuring a tall rectangular back with carved foliate jleur de lis form finials, having flat open mahogany armrests with turned supports, raised on turned legs joined by H form straight stretcher with carved foliate feet h. 58 1/2", w. 28 1/4", d. 22" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
124	A Continental oak and velvet upholstered Ecclesiastical armchair, late 19th/early 20th century h. 64 1/2", w. 24", d. 24" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
125	An Ecclesiastical carved mahogany armchair, 21st century, for Archbishop Gregory Michael Aymond, of monumental scale, featuring a tall carved back with center carved miter over a circular carved and painted Archbishop's seal, "God is Faithful" and having carved floral and foliate motif with inset arched long rectangular upholstered back and a loose seat cushion; the paneled arms with front carved fluted pilasters featuring angels, on plinth base;	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
126	A set of three (3) American carved mahogany chairs, 20th century, in the Renaissance Revival style, including a pair of side chairs and an armchair; featuring carved shaped foliate and scroll crest rails with shaped rectangular inset upholstered backs and broad upholstered seats; with block and turned stiles having carved um form finials	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
127	An American carved mahogany Savonarola chair, 20th century, featuring a shaped crest with center rocaille and having a loose back and seat cushion; the open arms ending in volutes and raised on a curule base	furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
128	A set of four (4) American manufactured carved mahogany side chairs, late 19th/ early 20th century, featuring carved back rails with inset oval shaped upholstered panel and having upholstered seats on shaped legs on casters h. 43", w. 20", d. 18 1/2" Note: One chair is upstairs in the 3rd floor chapel Condition: Good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
129	A set of eighteen (18) mahogany and upholstered dining chairs, 20th century, by the Bernhardt Furniture Co., including a pair of armchairs and sixteen side chairs, having shaped inset upholstered rectangular backs with upholstered seats with brass nail head trim and raised turned legs joined by straight h-form stretchers Armchair, h. 44", w. 24", d. 21" Side chair, h. 44", w. 23", d. 21" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
130	Two American Late Victorian Renaissance Revival style mahogany side chairs, late 19th century Note: Ensite with item 53 h. 38", w. 19", d. 17" Condition: Good with areas of wear consistent with age and use	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
131	An American Late Victorian triple oval chair back settee, late 19th century, having a serpentine seat upholstered in a striped fabric, raised on cabriole legs ending on casters h. 35", w. 67", d. 23" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
132	A pair of English Arts & Crafts style oak open armchairs, early 20th century, the shaped crest rail with brass brackets and arched carved foliate motif; inset with demi-lune back and circular seat blue vinyl panels; the open arms carved supports featuring crescent moons with faces; having serpentine seats with slightly bowed double front stretchers, with turned double side stretchers and raised on turned saber legs h. 43 1/2", w. 22", d. 17" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
133	Three (3) American Late Victorian Renaissance Revival sale carved mahogany side chairs, late 19th century, with shaped crest rails featuring a center roundel; with back side rails and having broad upholstered seats and inset back panels; raised on turned and tapering legs h. 38", w. 19", d. 16 1/2" Condition: Very good; structurally sound Note: Ensite with item 56 making them a set of five	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
134	Two (2) Late Victorian carved mahogany open armchairs, late 19th century, each upholstered in navy blue velvet; each with cartouche shaped backs, one with moulded rim and the other with carved foliate crest; each raised on cabriole legs h. 43", w. 24", d. 24" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
135	An American Late Victorian carved mahogany prie dieu, late 19th century, with red velvet upholstered kneeler and arm rest with brass nailhead trim the pierced carved back with foliate motif having center cross h. 34", w. 16 1/2", d. 18" Condition: Good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
136	An American Renaissance Revival carved mahogany sofa, late 19th century, featuring an slightly arched back with paneled rail having an upholstered back panel, armrests and broad seat, raised on toupee feet h. 40", w. 68", d. 24" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
137	A Renaissance Revival style walnut and burl settee, late 19th century, with shaped back raised on carved turned tapering toupee feet with front casters h. 39", w. 58", d. 22" Condition: Good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
138	A Louis XV style Provincial recamier/sofa, early 20th century, featuring a shaped sloping back upholstered in three sections; with three loose seat cushions, shaped carved apron and raised on cabriole legs h. 36", w. 80", d. 28 1/2" Condition: Good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
139	A French Louis Philippe mahogany lit de repos, late 19th century, featuring the curved head and foot board and raised on straight legs ending in block feet on casters h. 37 3/4", w. 90", d. 33 1/2"	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
140	A French Morbier mahogany stained cypress tall case clock, 18th century, clockworks with early 20th century case, of monumental tall form with cove moulded flat cornice; the clock face and brass pendulum behind glazed shaped panels; featuring a punch brass face with white dial having Roman numerals; the lower case with long vertical cabinet door having a moulded rim, with shaped skirt on bracket feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
141	A Continental carved oak tall case clock, late 19th century, the bonnet with carved crest featuring a center roundel with profile of torso; featuring a steel dial; the case with glazed pendulum shaped paneled door; the lower case with carved panel on stepped plinth base raised on bun feet h. 94", w. 22 1/2", d. 11" Condition: Good; did not determining the working order of the clock mechanism	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
142	mahogany secretary bookcase	Furniture	Our Lady of Guadalupe and International Shrine of St. Jude - Upstairs Sitting	ANO (20-10846)_00182892
143	An American Classical mahogany double door armoire, early 19th century, tall rectangular case with replaced cornice retaining the original brass fiche, the doors with center reeded stile and retaining the belt of drawers and four shelves with reeded edges raised on later carved beehive feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
144	An American Late Classical mahogany double door armoire, late 19th century, with slight pediment to ogee cornice having a flamed veneered frieze, the double panel doors inset with flamed veneer and raised on ogee shaped bracket feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
145	A late Victorian inspired mahogany double door armoire, late 19th century, featuring a double ogee beaded cornice over shaped panel doors inset with matched veneer insets with applied carved	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
146	An American Classical Revival mahogany double door armoire, mid 19th century, with double ogee molded cornice over narrow frieze with double panel doors having flamed veneer raised on plinth base supported by robust vasiform block feet, the interior retaining the belt of drawers	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
147	An American Empire style mahogany secretary bookcase, late 19th century, featuring an ogee moulded cornice, the upper stepped back case fitted with a pair of flame mahogany veneered double paneled doors, flanked by pilasters, the interior fitted with shelves; the lower case fitted with fold-out writing board over a top band of three short drawers over three paneled cabinet doors flanked by robust s-curve pilasters and raised on scroll feet. h. 99", w. 58 1/4", d. 25" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
148	A pair of English Gothic style oak bookcases, first quarter 20th century, the tall rectangular cases with moulded rim having a slightly pedimented arch; the upper case fitted with two long lead glazed doors with rectangular panes over a pair of smaller similarly glazed doors, on moulded plinth base h. 84", w. 39", d. 15" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
149	00 An American oak and brass strapped three stack barrister's bookcase, first quarter 20th century, of tall rectangular form in three sections, one retaining the leaded glass front, the top two with replaced glass; raised on straight block legs h. 52", w. 33 1/2", d. 12" Condition: Good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
150	An English Arts & Crafts style mahogany wardrobe, first half 20th century, the tall rectangular case fitted with a center arched beveled mirror door flanked by double shaped paneled sides; the lower case fitted with a long drawer, raised on bracket feet h. 74 1/4", w. 48", d. 18 1/2" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
151	An American bench made carved cypress architectonic breakfront bookcase, mid to late 20th century.	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
152	An American Rococo Revival carved mahogany etagere, mid to late 19th century, featuring a tall shaped inset tripartite mirrored back with pierced robustly carved crest featuring rocaille, floral foliate elements, and having knop turned slender columns supporting shaped shelves and the lower case etaining the original white marble block shaped	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
153	An American mixed woods/mahogany and cypress double glazed door merchant's cabinet, late 19th /early 20th century, the tall rectangular case with step moulded cornice and fitted with tall slender double glazed panels of doors having applied decorative triangular motif, the lower case fitted with fall front bins raised on shaped bracket feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694



ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
154	An American Classical Revival mahogany double glazed door bookcase, late 19th/early 20th century, featuring front cluster columns flanking glazed doors; the lower case fitted with a band of two short drawers having a shaped apron	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
155	An American late Victorian walnut and burl walnut double mirrored armoire, late 19th/ early 20th century, having an ogee moulded cornice over applied burl panel frieze, fitted with shaped long mirror doors having paneled sides; the lower case fitted with a band of two drawers with inset burl panel, having foliate and fruit carved pulls on plinth base raised on little block feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
156	An American Classical mahogany armoire, first half of 19th century, replaced cornice and having a matched flamed veneer frieze with double panel doors with ogee style also with matched veneer obtaining the original brass fiche and escutcheon, raised on tapered reeded legs ending in brass and mahogany ball feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
157	An American late Victorian walnut double door armoire, last quarter of the 19th/ early 20th century, the tall rectangular case with arched ogee molded cornice over shaped frieze with center molded circle motif, fitted with double panel doors and the lower case with a band of two doors each with carved leaf pulls on plinth base	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
158	A Vernis Martin style curio cabinet, 20th century, of demi-lune form with reticulated brass bound crest, the case fitted with center curved glass door and sides framed with ormolu laurel wreath mounts, the interior with glass shelves and lined with yellow fabric; the lower case with painted scene of lovers in a garden; raised on ormolu mounted cabriole legs ending on sabot feet h. 67 1/2", w. 28 1/2", d. 14 1/2" Condition: Good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
159	An American Rococo carved mahogany tester bed, mid 19th century, featuring an ogee tester with cluster post columns; the shaped carved headboard with carved center carved rocaille flanked by carved foliate and C-scroll motif; and having a panel of horizontally matched veneers; with shaped and carved foot rail h. 113 1/2", w. 67", 1. 84" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
160	An American Late Victorian carved walnut and burl half tester bed, mid to late 19th century, featuring an arched headboard with applied shaped panels and center roundel over inset oval panel; the shaped half tester with beaded motif and supported by scrolling arms on with slender posts having carved pilaster motif; with serpentine moulded footboard on shaped feet h. 103", w. 60", 1. 78" Condition: Good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
161	painted cast aluminum garden furniture	Furniture	7887 Walmsley	ANO (20-10846)_00182918
162	A pine and iron strap work traveling trunk case, early to mid 19th century, with domical top with remnants of animal skin; the interior with remnants of old paper liningh. 15 1/2", w. 40 1/2", d. 18"	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
163	An American oak clerk's filing case, late 19th/ early 20th century, of rectangular form, featuring paneled top and sides, the case fitted with a top band of four short drawers over six vertical file drawers each with iron pulls, stamped number	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
164	A Continental Late Victorian style carved mahogany and burl veneered block front marble top server, late 19th/ early 20th century, with long rectangular top, the case fitted with a a top band of five long drawers over four cabinets, the center pair featuring carved urns with fruit flanked by cabinets with elongated octagonal panel having matched burl veneer; on plinth base h. 38", w. 72", d. 25" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
165	An American bench made cypress breakfront cabinet, late 20th century, with white enamel plaque for Roberts & Co. MFGS New Orleans; of long rectangular form with block front and fitted with eight paneled doors on plinth base, raised on block feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
166	An American vernacular bench made pine cabinet, late 19th century/early 20th century, of long rectangular form featuring a	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
167	A pair of long liturgical carved oak kneelers, late 19th/early 20th century, featuring carved Gothic tracery panels on plinth base with fold down padded kneelers	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
168	An American Rococo carved mahogany mirror back dresser, mid 19th century, featuring a tall shaped broken arched mirror frame with center carved rocaille crest with arched moulded mirror supported by carved C-scroll; the block front case with conforming white marble top having a moulded rim and fitted with four long drawers, the top three with lozenge moulding and all with center escutcheon and tear drop pulls; the segmented interior of top drawers lined in satinwood; raised on casters h. 98", w. 43", d. 21" Condition: Good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
169	A Louis XV style giltwood overmantel mirror, 19th century, the shaped long rectangular form with carved crest having center rocaille flanked by foliate and scroll motif; the moulded frame with egg and dart motif and having a beaded filet h. 58", w. 39" Condition: Very good; mirror plate has been replaced	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
170	An American manufactured mahogany vitrine, 20th century, featuring a broken swan's neck pediment with center urn form finial and having carved foliate motif; the long rectangular case with single glass door flanked by fluted pilasters with carved foliate capitals; having glass sides and fitted with two glass shelves; with shaped apron on bracket feet h. 91", w. 40", d. 14" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
171	An American Late Victorian Eastlake style carved oak mirror back washstand, late 19th century, featuring a near square beveled mirror with moulded and incised frame; the case with a Tennessee red marble top over three long drawers on plinth base h. 72", w. 38 1/2", d. 19" Condition: Good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
172	An American Eastlake style carved walnut mirror back washstand, late 19th century, the rectangular mirror framed with reeded pilasters and having blocked crenelated crest; featuring a Tennessee red marble top, the case fitted with a long slender drawer over two short stacked drawers flanked by a paneled cabinet door and having the reeded pilasters on either side; on plinth base raised on block feet h.72", w. 30", d. 17 1/2" Condition: Very good; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
173	An American victorian aesthetic style oak and mixed woods over mantle mirror, late 19th century, of monumental scale featuring a shaped carved crest with sunflower motif.	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
174	A Victorian style mahogany and mahogany veneered curved glass china cabinet, 20th century, with block front, the single glass door flanked by foliate carved S-curved pilasters; the interior with mirror back and fitted with four mahogany shelves; the curved glass sides with center gadroon carved band; raised plinth base with front scroll feet, on casters h. 69", w. 48", d. 19" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
175	An American manufactured mahogany and mahogany veneered beveled glass vitrine, mid to late 20th century, the tall rectangular case with ogee stepped cornice with applied shaped burl wood panel frieze; fitted with a single glazed door flanked by fluted pilasters having brass capital and base with glazed sides; the interior with mirror back and and four glass shelves; raised on moulded plinth base h. 72 1/2", w. 34", d. 17" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
176	An American manufactured four stack oak and brass bound barrister bookcase, first quarter 20th century, with typical glazed lift top doors	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
177	An American Late Victorian carved mahogany pedestal, late 19th/early 20th century, with circular top having a carved rim and raised on a carved and turned pedestal with vintage motif; raised on quadripartite base ending on lion paw feet h. 36 1/2", dia. 17 1/2" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
178	An American Late Victorian Eastlake style walnut and burl marble top side table, circa 1870, the rectangular white marble top with canted comers; the base with deep shaped apron and raised on four cabriole block legs joined by stretchers, on porcelain casters. h. 29 1/2", w. 28 1/2", d. 21" Condition: Good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
179	A pair of Renaissance Revival carved mahogany pedestals, first half 20th century, rectangular tops with block pedestal flanked by two griffin supports on oblong blocked base; with later travertine tops h. 40", w. 20", d. 15" Condition: structurally sound with wear consistent with age	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
180	An American rustic oak banquet table, 20th century, the long rectangular top on block and turned legs h. 30", w. 48", l. 160" Condition: Fair; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
181	A French Rococo Revival carved mahogany mahogany six piece parlor suite, last half 19th century, possibly retailed by Henry Siebrecht, New Orleans (active New Orleans 1839-90); in the "Ashton Villa" pattern, including A pair of sofas:	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
182	An American Rococo Revival carved mahogany marble top center table, last half of the 19th century, attributed to Alexander Roux, featuring a turtle top having a robustly carved floral and foliate shaped apron, raised on carved cabriole legs joined by S-scroll, X form stretcher with center um raised on castors	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
183	An American manufactured mahogany double pedestal dining table, first half of 20th century, the rectangular top with a deep apron with molded rim, one side fitted with a band of two short drawers and raised on a double pedestals	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
184	An American Southern Sheraton style walnut plantation desk, late 19th century, the case of long rectangular form with scrolled sides and center sloping lift top writing board with inset tooled leather top, flanked by open compartments and drawers; the case fitted with a center long drawer flanked by three stacked short drawers and raised on turned slender short legs	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
185	An American manufactured mixed woods and stained mahogany institutional library table, first half 20th century	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
186	An American Empire mahogany marble top center table, 19th century, featuring a later floral form marble top on conforming apron and raised three S-curve legs joined by C-scroll h. 29", dia. 35" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
187	An American late Victorian Classical Revival mahogany extension dining table, early 20th century, missing leaves, having a D-ends with molded rim and raised on a faceted columned pedestal support h. 29", dia. 54"	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
188	An American Arts & Crafts oak writing table, early 20th century, featuring a rectangular three plank top on trestle base h. 28 3/4", w. 50", d. 28" Condition: Good to fair; staining to top; structurally sound	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
189	A Louisiana Colonial walnut and cypress table, late 18th century, featuring a rectangular top with moulded rounded rim on three sides	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
190	An American oak and mixed wood desk early to mid 19th century, probably Louisiana.	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
191	An American oak double seat school desk, late 19th/early 20th century, of long rectangular form having a center circular cut out for ink well and fitted with long attached bench on a trestle base	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
192	An Italian ebonized marquetry and ivory inlaid satinwood side table, second half 19th century, the rectangular top on rope carved slender legs joined by a shaped x-form structure on bun feet h. 29", w. 28", d. 18" Condition: Excellent, structurally sound, minor shrinkage cracks to top	Furniture	St. Mary's Church	ANO (20-10846)_00182694
193	An ebonized Steinway & Sons baby grand piano, 20th century, #570162, with rectangular tufted upholstered bench h. 39", w. 58", d. 72" Condition: Good; did not determine working order of musical instrument	Furniture	St. Mary's Church	ANO (20-10846)_00182694
194	An ebonized Baldwin Grand Piano Serial number SD 229563, made in 1979 h. 40 1/2", 1. I 02" Condition: Very good; did not inspect the musical instrument	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
195	upright mahogany piano, Steinway and Sons	Furniture	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
196	Kimball organ with bench	Furniture	7887 Walmsley	ANO (20-10846)_00182918
197	An American Victorian mahogany reading stand, late 19th century, featuring a fretwork book rest on robustly carved rope twist pedestal, raised on three large S-scroll legs h. 59 1/4", w. 26", d. 26" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
198	A pair of "Italian Baroque" style carved oak, gilt, polished brass and polychrome three tiered eighteen (18) light torcheres, early 20th century h. 128" (10' 5") Condition: Very good, scattered flake loss consistent with age and normal use	Furniture	St. Mary's Church	ANO (20-10846)_00182694
199	A pair of carved marble Holy Water fonts, late 19th century, featuring shallow basins with step molded rims, the shaft with intricately carved vintage grapevine and grape clusters, on lobed circular and octagonal base h. 39", dia. 22 1/2" Condition: Very good Provenance: "Donato del Sgr. Sam Greco e Familia" and "Dato Dalla Sra. Rosa Amico Graci	Furniture	St. Mary's Church	ANO (20-10846)_00182694
200	Oak ecclesiastical pedestal	Furniture	7887 Walmsley	ANO (20-10846)_00182918
201	ebonized mahogany pedestal	Furniture	7887 Walmsley	ANO (20-10846)_00182918
202	00 A group of six (6) cream painted Ecclesiastical wood and polychrome pedestals of various shapes and details, 20th century h. 36" to h. 44" Condition: Good; structurally sound; wear consistent with age and use	Furniture	St. Mary's Church	ANO (20-10846)_00182694
203	A set of six (6) American manufactured Ecclesiastical enamel, glass and gilt iron altar sticks, 20th century, inset with synthetic cabochon amethysts h.58" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
204	A pair of brass candleholders with glass chimneys, 20th century, by Sudbury Brass, est. 1927, "made in India" h.20"	china	St. Mary's Church	ANO (20-10846)_00182694
205	15 A monumental Baroque style brass Paschal candlestick, 20th century, featuring elaborate cast brass foliate and scroll motif on triangular shaped blocked stepped plinth	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
206	A carved mahogany floor sanctuary lamp, 20th century, with carved Ionic capital, slender column with beaded knop on a stepped circular base with carved egg and art motif	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
207	An Ecclesiastical mahogany stained lectern, 20th century, featuring a faceted column on round base secured to square plinth	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
208	2 oak contemporary prie dieux	Furniture	7887 Walmsley	ANO (20-10846)_00182918
209	oak and mahogany ecclesiastical column	Furniture	7887 Walmsley	ANO (20-10846)_00182918
210	oak ecclesiastical lectern	Furniture	7887 Walmsley	ANO (20-10846)_00182918
211	An Ecclesiastical carved mahogany lectern, 20th century, the rectangular top with carved front panel featuring cross heraldic motif and jleur de !is; raised on two large faceted and tapering columns each with carved foliate motif on plinth base	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
212	carved mahogany white marble top table	Furniture	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
213	2 carved mahogany prie dieu	Furniture	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
214	2 carved pine prie dieu	Furniture	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
215	carved mahogany white marble top console	Furniture	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
216	A late Victorian inspired mahogany double door armoire, late 19th century, featuring a double ogee beaded cornice over shaped panel doors inset with matched veneer insets with applied carved	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
217	upright mahogany organ with bench, Electro Tone	Furniture	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
218	A framed rose red silk damask panel, early 20th century, featuring the Papal insignia of Pope John XXIII with lion motif representative of Venice	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
219	5 stained glass window	Furniture	7887 Walmsley	ANO (20-10846)_00182918
220	"Dove" bronze on marble base, Singleton	Furniture	7887 Walmsley	ANO (20-10846)_00182918
221	carved mahogany Mary figure	Furniture	7887 Walmsley	ANO (20-10846)_00182918
222	"Sir Noble" carved stone Rummel bust "Joseph Francis Rummel, S.T.D., LL.D. (1876-1964)	Furniture	7887 Walmsley	ANO (20-10846)_00182918
223	A set of four (4) ofltalian carved gilt wood and polychrome reliquaries of St. Scilitain Martyrs and St. Erminus, late 19th century h. 30 1/2" Condition: Good, with wear and flaked paint and gilt loss consistent with age	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
224	A French Empire brass figural mantle clock, 19th century, featuring a Classically robed seated figure holding a tablet with center square having engine turned circular clock face with black Roman numerals framed by serpent and flanked by laurel wreath, scroll and large quill; the rectangular base with egg and dart and anthemion motif with elaborate beribboned laurel swag, on plinth base raised on foliate and floral scroll feet.	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
225	A large brass Repository Tabernacle, 20th century, of long rectangular form featuring a pedimented top with center cross, the case having paneled sides fitted with two cabinet doors on stepped plinth base raised on shaped brass feet	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694



ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
226	An American vermeil and brass Processional cross mid 19th century, also known as the Metropolitan Cross, stamped 871 indicating a special commission by the Gorham Manufacturing Company, (Providence, R.I., 1831 to present) inset with the following gemstones - amethysts, agate, citrine, and moonstones with glass; having a mahogany shaft together with a wooden stand	Furniture	Old Ursuline Convent	ANO (20-10846)_00182694
227	A Louis XV style iron gilt and patinated console base, late 19th/early 20th century, with later marble top, featuring S-curve motif with gilt floral and foliate metal elements, on robust cabriole legs joined by double stretcher center with gilt metal coronet Note: Marble does not conform to the console top h. 33", w. 64", d. 17" Condition: Good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
228	A pair of large carved gilt and painted cartouche form reliquaries, 19th century, including gilt scrollwork each with five bone remnants of various saints, the cartouche embellished with oak leaf garlands raised on plinth base	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
229	A small Gothic inspired carved gold painted reliquary, 20th century, the rectangular box with tracery finials and featuring double arched glazed panels flanked by cluster columns, the side supports with tracery inset panels with carved figures of saints; the interior lined with purple and having elaborate gilt scrollwork in the form of an um with long foliate and floral branches and including small gilt trimmed paper banners inscribed in black script with the names of various saints.	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
230	A French tortoiseshell, gilt brass, beveled glass and velvet lined reliquary, 19th century,	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
231	A pair of liturgical carved and water gilt (fragment) reliquary cases, 19th century, of cartouche form featuring foliate and scroll motif having a center shaped glazed panel, the interior with silver, gold, and semiprecious stones	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
232	A brass Maltese cross tabernacle door and frame with key, early 20th century h. 16", w. 10 3/4", d. 1 1/2" Condition: Good	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
233	A brass tabernacle door and frame with key, 20th century	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
234	brass, copper, enamel tabernacle	Furniture	7887 Walmsley	ANO (20-10846)_00182918
235	vigil lamp	Furniture	7887 Walmsley	ANO (20-10846)_00182918
236	A set of four (4) ecclesiastical altar dressings, late 19th/early 20th century, crimson velvet with gilt and silver embroidered foliate, floral, vintage and scroll motif and featuring several embroidered symbols including a pelican in a nest with young piercing its own breast with its beak to feed its young of its blood - a symbol of Christ sacrificing himself for man; with gold fringe	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
237	An American painted wood three wheel hand pulled cart, late 19th century, the wheels with iron rims	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
238	A group of four (4) carved oak prie dieux, 20th century Condition: Good	Furniture	St. Mary's Church	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
239	An American oak and cotton upholstered prie dieu, 20th century, featuring a carved arched colonnaded panel with carved sides surmounted by jleur de lis h. 45 X W. 48 X d. 30 Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
240	A group of four (4) American mahogany prie-dieu, 20th century, h. 32", w. 25", d. 24" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
241	An American oak upholstered prie-dieu, 20th century, featuring an upholstered lift top and having carved and turned supports with upholstered red velvet kneeling panel h 41", w. 26", d. 29" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
242	An American mahogany and velvet upholstered prie-dieu, mid 20th century, featuring a carved Maltese cross, with crimson velvet armrest and kneeler h. 37", w. 27", d. 20" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
243	A carved oak prie dieux, mid 20th century, with center cross having carved and turned front supports Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
244	A pair of American oak pews, 20th century, of typical form with incised carved cross on either end and having a two plank seat h. 40", w. 80", d. 20" Condition: Very good	Furniture	St. Mary's Church	ANO (20-10846)_00182694
245	Four (4) Ecclesiastical carved mahogany kneelers, mid 20th century, with carved jleur de lis motif and having pierce carved tracery and colonnaded front panels	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
246	30 Six (6) mahogany pews: Four (4) short and two (2) long pews, mid 20th century, featuring carved fleur de lis motif, each with gold velvet loose seat cushions Short pews, h. 42", w. 48", d. 20"	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
247	A pair of American Late Victorian Classical style carved mahogany curule benches, late 19th century, featuring upholstered rectangular tops with box frieze, the base decorated with center roundel and raised on demi-lune feet	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
248	A group of seven (7) carved oak prie dieu, 20th century, with upholstered kneeler h. 31", w. 22 1/2", d. 22" Condition: Good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
249	A pair of American Ecclesiastical Neo-classical style mahogany altar tables, 20th century, the rectangular tops with carved back splash featuring coat of arms and fleur de lis, having an inset verde marble top; raised on faceted paneled tapering columns with ionic capitals and ending on block feet; with lower rectangular tier	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
250	A polychrome carved wooden baptismal font, 20th century, highly carved octagonal form; the lid with carved figure of St. John the Baptist and Jesus; with elaborate pedestal on shaped stepped base h. 72", dia. 40" Condition: Very good, paint has been refreshed	Furniture	St. Mary's Church	ANO (20-10846)_00182694
251	A pair of carved marble figures of angels/holy water fonts, 19th century, depicted standing on fish and holding large clam shells, attached to gray carved marble pedestal on octagonal bases with incised decoration	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
252	cement St. Francis garden figure	Furniture	7887 Walmsley	ANO (20-10846)_00182918



ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
253	An oval marble holy water baptismal font, 18th century, double basin with center raised element with triple segmented basin having a slightly everted rim with carved lobed motif on columnar support on ring raised on ogee square base and having a later brass double hinged top 48 x 46 inches	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
254	An American Victorian patinated metal and iron figural mantle clock, late 19th/early 20th century, Ansonia Clock Company with porcelain dial having Arabic numbers in an architectonic case flanked by figure of standing maiden; the rectangular base with floral swags and center cartouche flanked by caryatids ending on lion paw feet h. 22", w. 19", d. 7" Condition: Very good	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
255	An American Renaissance style figural monstrance, first half 20th century, created for the Eighth National Eucharistic Conference of October 17th - 20th, 1938, created by Bernard and Grunning, Inc., jewelers located on Canal Street, New Orleans. The monstrance is jeweled and enameled; designed with a large cross at the top a pierced and relief Gloria and several three dimensional sterling statues on a reeded pedestal with a round embossed base on multiple small feet. The description is as follows: Dimensions: Height: Width of Gloria: Diameter of base: Weight: Diamond details: Shape: Number of stones: Total weight: Forty-two and one half (42 1/2) inches Twenty-one (21) inches Thirteen and one half (13 1/2) inches Twenty-six (26) pounds Old Mine, Old European, cushion, pear Eight hundred seventeen (817) 63.0 carats total weight (approximately) Colored stone details: Shape: Various Number of stones: Type: Metal: Note: FMV: \$450,000.00 Ninety (90) Natural and synthetic 18 karat yellow gold, 14 karat yellow gold,	Furniture	St. Mary's Church	ANO (20-10846)_00182694
256	A French tin monstrance with remnants of gilt, 19th century, surmounted by a cross, the circular glazed center "Luna" case surrounded by swirling clouds with four winged angel heads and framed by irregular sun rays; supported	Furniture	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
257	A Gothic style gold plated white metal Monstrance 20th century, maker unknown, featuring Gothic tracery and spires	China	Old Ursuline Convent	ANO (20-10846)_00182694
258	A large French gilt washed .950 silver Monstrance, 19th/early 20th century, with the French guarantee mark (Mercury, 1878-1973), made for export; featuring a sunburst surmounted with a cross having an oval center red stone/glass; the face with elaborate open work of scrolling floral and foliate motif; the luna framed with a circular band inset with white stone with four cartouche shaped hand painted porcelain plaques depicting the four Evangelists h. 31 1/2"	China	Old Ursuline Convent	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
259	Baroque style figural monstrance. The top level is set with thirty (30) Old Mine cut diamonds which have a total weight of 3.66ct. There are also fourteen ( 14) round seed pearls which measure 1.0 to 2.5mm each.	Furniture	The Security Center	ANO (20-10846)_00182637
260	A cast brass and champleve monstrance, late 19th/ early 20th century, with engraved inscription: Offered by Albert Dimaggio and Mickey Recco h.46" Condition: Good with areas of oxidation	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
261	Two (2) American Ecclesiastical stained glass windows, late 19th century, one signed "Emil Frei Art Glass Co., St. Louis, MO, Munich Bavaria"; each of tall slender rectangular form with arched tops in mahogany frames; one depicting The Baptism of Christ with John the Baptist" and the other one, "The Stoning of St. Stephen" h. 87", w. 29 1/4", d. 2 3/4" Condition: Very good Note: Emil Frei & Associates was founded in 1898. Frei was born in Bavaria in 1869 and studied at the Munich Academy of Art. He fled Germany in 1895 fearing the fascists. He settled in St. Louis where he was designed the stained glass windows for the monumental St. Francis Xavier (College) Church.	Furniture	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
262	"The Four Evangelists" watercolors, DeWit	Painting	7887 Walmsley	ANO (20-10846)_00182918
263	chromolithograph "Makin Groceries" Picou	Painting	7887 Walmsley	ANO (20-10846)_00182918
264	poster "Portrait of PJP II, 1987", Robinette	Painting	7887 Walmsley	ANO (20-10846)_00182918
265	19th cen. tapestry "St. Charles Borromeo"	Painting	7887 Walmsley	ANO (20-10846)_00182918
266	oil on door wood "Lula Belle Lee", Boudrot	Painting	7887 Walmsley	ANO (20-10846)_00182918
267	oil on canvas Chapelle portrait	Painting	7887 Walmsley	ANO (20-10846)_00182918
268	oil on canvas "Descent from the Cross", Weigandt	Painting	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
269	oil on canvas "The Ascension of Christ"	Painting	Our Lady of Guadalupe and International Shrine of St. Jude - Altar	ANO (20-10846)_00182892
270	A German framed reliquary, late 19th/early 20th century, with a copy of an albumen photo depicting the world-famous Altotting Madonna, the so-called "Black Madonna" having multiple reliquaries mounted to the crimson backing;	Painting	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
271	"Portrait of Archbishop Antoine Blanc (French, 1792-1860), 1st Bishop of New Orleans", ca. 1850	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
272	Portrait of Father Antonio de Sedella, known as "Pere Antoine", (Spanish 1748-1829) ca. 1820	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
273	"Portrait Bust after the Full-Size Painting by Salazar of Luis Ignacio Mario de Penalver y Cardenas (Cuban, 1749-1810), 1st Bishop of the Diocese of Louisiana and the Floridas, later Archbishop of Guatemala", ca. 1802-1815	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
274	Hand Embroidery of the Immaculate Conception, 20th Century	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
275	"Jeanne d'Arc, Maid of Orleans", 1880	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
276	"Notre Dame des Victoires/Our Lady of Victories"	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
277	German School, Second Half 16th Century "Jesus and Veronica"	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
278	9 - "Portrait of an Archbishop", 1996	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
279	10 "Portrait of the CSLI Grand Commander of Honour", 1996	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
280	11 "The Crucifixion", ca. 1965-1975	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
281	12 "Portrait of Francis August Janssens (Dutch, 1842-1897), Bishop of Natchez, Archbishop of New Orleans, with Coat of Arms", ca. 1882	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
282	13 "'Portrait of Bishop Jansen' [sic], Presumed Posthumous Portrait of Francis August Janssens (Dutch, 1842-1897),", 1934	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
283	14 "Portrait of Francis August Janssens (Dutch, 1842-1897), Bishop of Natchez, Archbishop of New Orleans, 1890	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
284	15 "Portrait of Francis August Janssens (Dutch, 1842-1897), Bishop of Natchez, Archbishop of New Orleans	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
285	16 "Portrait of Francis Bible Schulte (American, 1926-2016)", 1994	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
286	17 "Portrait of Philip Matthew Hannan (American, 1913-2011 ), Auxiliary Archbishop of Washington, D.C., Archbishop of New Orleans", 1981	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
287	18 "Portrait of James Hubert Blenck (1856-1917), Bishop of Puerto Rico, Archbishop of New Orleans", ca. 1907	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
288	19 "Portrait of Leo Raymond de Neckere (Belgian, 1800-1833), 2nd Bishop of New Orleans", ca. 1830-1833	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
289	20 "Portrait of the Late Leo Raymond de Neckere (Belgian, 1800-1833), 2nd Bishop of New Orleans", ca. 1830-1833	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
290	21 "Portrait of John William Shaw (American, 1863-1934), Bishop of San Antonio, Archbishop of New Orleans", 1930	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
291	22 "Portrait of Joseph Rosati (Italian, 1789-1843), Vicar Apostolic of Alabama and Mississippi, Coadjutor Bishop of Louisiana and Florida, 1st Bishop of St. Louis, ca 1823	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
292	23 "Portrait of Alfred Clifton Hughes (American, b. 1932), Bishop of Baton Rouge, Archbishop of New Orleans"	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
293	24 "Portrait of Joseph Francis Rummel", ca. 1932	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
294	25 "Interior of St. Louis Cathedral", 2018 [laser] giclee on canvas	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
295	26 "Pope Paul VI", 1965 Oil on canvas	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
296	27 "Portrait of Louis William Valentine Dubourg (French 1766-1833), Bishop of Louisiana and the Two Floridas, Archbishop of Besancon", ca. 1800	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
297	28 "Posthumous Portrait/Portrait Copy of Louis William Valentine Dubourg (French 1766-1833), Bishop of Louisiana and the Two Floridas, Archbishop of Besancon", ca. 1915-1925	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
298	29 "Portrait of Napoleon Joseph Perche (French, 1805-1883), Archbishop of New Orleans", 1881	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
299	American School, 20th Century  "Portrait of John Patrick Cody (American, 1907-1982), Archbishop of New Orleans and Chicago, Cardinal", ca. 1965 Oil on canvas	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
300	French School, Late 18th Century "Annunciation with Angels and Holy Spirit" Oil on linen	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
301	American School, 20th Century "Portrait of Father August Joseph Bruening (German, 1881-1944), Chancellor to Archbishop Shaw", ca. 1930 Color photograph, probably a carbro print	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
302	American School, Late 19th Century "Portrait of Francis Xavier Leray (French, 1825-1887), Bishop of Natchez, Archbishop of New Orleans" Pastel and gouache on paper, possibly hand-painted chromolithograph	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
303	Continental School, Early 20th Century "Portrait of Joseph Francis Rummel (German/American, 1876-1965), Bishop of Omaha, Archbishop of New Orleans, with Coat of Arms" Oil on canvas	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
304	"Portrait of Jean-Marie Odin (French, 1800-1870), Bishop of Galveston, Archbishop of New Orleans" Oil on canvas 30 x 24. 5 inches 37.5 x 32.5 inches, framed	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
305	American School, 20th Century "St Anthony of Padua with a Girl", ca. 1915-1930 Oil on canvas 30 x 22 inches 38.75 x 30.75 inches, framed	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
306	American School, 19th Century "Adoration of the Eucharist/Blessed Sacrament" Oil on linen 65 x 45 inches	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
	American School, Early 20th Century			
307	"Portrait of James Hubert Blen: (German, 1856-1917), Bishop of Puerto Rico, Archbishop of New Orleans Oil on canvas	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
	Italian School, 19th Century			
308	Two (2) color aquatint etchings and engravings (oleografias) of "Madonna di Trapani Antica" after earlier 19th century oil paintings of the altar/shrine at the Basilica-Sanctuary of Maria Santissima Annunziata, Trapani, Sicily	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
309	American School, Mid-20th Century "Portrait of Pope Paul VI" Oil on canvas 24 x 20 inches 29.5 x 25.5inches, framed	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
310	American/Louisiana School, 21st Century) "Sad Eyed Lady of the Lowland", 2002 Color photo montage 8 x 10 inches, sight 17 x 19 inches, framed	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
	Continental/American School, 20th Century			
311	"Portrait of Francisco Bartolome Porro y Reinado (Spanish, 1739-1814), Bishop of Louisiana and the Two Floridas and Bishop of Tarazona" Color lithograph or facsimile of a 19th century watercolor with biographical text in Latin 14.5 x 11inches, sight 21.5 x 18 inches, framed	Painting	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
312	Oil painting Archbishop Placide-louis Chapelle	Painting	Old Ursuline Convent	ANO (20-10846)_00182683
313	Edmund Brewster's "Portriate of Father Antonio de Sedella"	Painting	The Cabildo, 701 Chartres St.	ANO (20-10846)_00182966

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
314	Josephus Pauwels (Belgian, 1818-1876) "The Stigmata of St. Francis of Assisi", 1852 Oil on arch-shaped canvas, probably mounted/or backed by conforming wood panel Signed, localized "Belgique" and dated lower right Presented in a conforming gilded and polychromed wood frame with brass comer mounts. Condition: In good restored condition with repairs and correspondent pinpointing to the center of the monk's robe and to the upper right sky. Painting exhibits some light craquelure and probably other small inpainted "touch-ups"/repairs.	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
315	Joannes Egidius van der Plaetsen (Belgian, 1808-1857) "Blessed Virgin and Child", 1852 Oil on arch-shaped canvas, probably mounted/ or backed by conforming wood panel	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
316	A large contemporary painted Russian icon, 20th/21st century, by Monastery Icons, "Saint John, Marie-Baptiste Vianney" (French, 1786-1859) - the patron saint of parish priests Lumina gold process on wood with non-glare laminated surface and UV protected approx. 59 x 46 x 1 inches Unsigned Condition: Very good	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
317	A large contemporary painted Russian icon, 20th/21st century, by Monastery Icons, "Saint Paul" Lumina gold process on wood with non-glare laminated surface and UV protected approx. 59 x 46 x 1 inches Unsigned	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
318	French School, early 19th century "Mother and Child" Oil on canvas 44.5 x 33.75 inches, sight 52.5 x 43 inches, framed Unsigned Presented in a period gesso and giltwood Neoclassical frame Condition: In good restored condition. Relined with patch repairs to center left and lower center right with correspondent pinpointing with some lifting/flaking around the latter. Visible repair to the left breast. Painting with a few scattered tiny losses, unpainted "touch-ups" and craquelure throughout. Frame with scattered losses to gilt and gesso	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
319	Continental School, 19th century "Portrait of Napoleon Joseph Perche, (French, 1805-1883), Archbishop of New Orleans", ca. 1880" Oil on canvas 53.5 x 39.75 inches, sight 62.5 x 51 inches, framed Unsigned Presented in a 19th century gesso and giltwood frame Condition: Fair; Poor inpainting to the left background is flaking and causing lifting from the underpainting. There is a poor inpainted repair to the background below the lower right elbow. Edges have abrading and small losses to pigment; Pigment surface and varnish layers are uneven with various levels of craquelure and soiling	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
320	Italian School, late 17th century/early 18th century "Lamentation of Christ" Oil on canvas 45.25 x 45.75 inches, sight 57.5 x 57.5 inches, framed Unsigned Presented in an 18th century Italian Barochetto gilt and gesso frame with rounded spandrels, patarae and beribboned comer reliefs surrounded by scalloped and scrollwork molding. Condition: Overall good; relined with repair to Christ's left eye. Scattered inpainting and craquelure throughout. Blooming and unevenness to varnish make it difficult to discern repairs	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
321	Spanish Colonial School/Mexico, late 18th century "St. John of Nepomuk" Oil on linen 22.875 x 17 inches, sight 27 x 21.125 inches, framed Unsigned Presented in an early 20th century molded giltwood frame Condition: Overall good; backed by newer linen (early 20th century) linen that exhibits toning and tide marks. Painting has a repair to the Saint's center left breast with small losses and correspondent inpainting. There are additional minute losses/abrading of pigment along stretcher edges and scattered throughout canvas; with faint stretcher marks, light buckling to canvas at upper comers, and blooming (white cloudiness) to varnish layer	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
322	American School, 1st half 20th century "View of St. Louis Cathedral from a French Quarter (Pontalba) Balcony" Watercolor on paper 21.75 x 16.75 inches, sight 28 x 24 inches, framed Signed "Coogan", possibly for Ellen Coogan, lower center right Presented under glass and matted in a contemporary silvered and giltwood frame Condition: Very good with some light toning along the mat	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
323	Continental/Italian School, 19th century "Elevation of the Cross" Oil on canvas 26 x 31.5 inches, sight 30.25 x 36 inches, framed Unsigned Presented in a late 19th/early 20th century cove molded giltwood frame Condition: Fair to good; the canvas has some buckling at the top center, and the painting exhibits surface soiling and several campaigns of varnish, and probable inpainted repairs. The unevenness of the varnish layers, some of which have yellowed, create light refraction, which makes it difficult to fully see the work	Painting	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
324	Attributed to Edmund Brewster (English, b. 1784, act. in the U.S., 1818-1828) "Portrait of Father Antonio de Sedella, known as "Père Antoine", (Spanish 1748-1829) ca. 1820 Oil on linen 24.75 x 18 inches, sight	Painting	Unknown	6/3/2022 Winston & Associates Appraisal (not labled)
325	"Global Peace" porcelain statue, Boehm	Religious	7887 Walmsley	ANO (20-10846)_00182918
326	"Pieta" bronze on mahogany base, Singleton	Religious	7887 Walmsley	ANO (20-10846)_00182918
327	contemporary resin bust of Pieta's Mary	Religious	7887 Walmsley	ANO (20-10846)_00182918
328	painted plaster Christ on wooden cross	Religious	7887 Walmsley	ANO (20-10846)_00182918
329	contemporary icon, "Jesus Christ the Teacher"	Religious	7887 Walmsley	ANO (20-10846)_00182918
330	carved "Breaking of the Bread", McGovern	Religious	7887 Walmsley	ANO (20-10846)_00182918
331	West German carved crucifix	Religious	7887 Walmsley	ANO (20-10846)_00182918
332	Vatican Pavilion poster	Religious	7887 Walmsley	ANO (20-10846)_00182918



ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
333	Coat of Arms of +GMA, Artesanos Don Bosco	Religious	7887 Walmsley	ANO (20-10846)_00182918
334	carved wood Holy Family, McGovern	Religious	7887 Walmsley	ANO (20-10846)_00182918
335	Italian carved Joseph, Ortisei	Religious	7887 Walmsley	ANO (20-10846)_00182918
336	Italian carved Mary, Ortisei	Religious	7887 Walmsley	ANO (20-10846)_00182918
337	stained glass "Death of Joseph"	Religious	7887 Walmsley	ANO (20-10846)_00182918
338	14 Stations of the Cross	Religious	7887 Walmsley	ANO (20-10846)_00182918
339	painted plaster Christ on oak cross	Religious	7887 Walmsley	ANO (20-10846)_00182918
340	A contemporary carved and painted wooden processional cross, mid 20th century, attributed to Ruth Goliwas, New Orleans; with incised carved and green painted foliate motif, having a center copper medallion featuring a cross	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
341	An ecclesiastical figure of Our Lady of Prompt Succor, late 19th/early 20th century, unmarked, with later rhinestone and gilt metal mounted crowns, carved and painted plaster over wood on an octagonal plinth gold painted base	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
342	A monumental plaster statue of the Assumption of the Virgin, early to mid 20th century, depicted with open and aloft arms with cupid and putti at her feet	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
343	An ecclesiastical carved wooden, painted, plaster figure of Saint Francis of Xavier, late 19th century, depicted wearing an Advent vestment and stole	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
344	An ecclesiastical polychrome and carved wood statue of St. Robert Bellarmine, mid 19th century, depicted wearing a red miter with raised right hand offering a blessing; his right hand presses a bible to his side; on square plinth base	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
345	A large Ecclesiastical plaster polychromed statue of the Virgin Mary and Child, first half 20th century, attributed Daprato Studios, Chicago h. 68 1/2" Condition: Good	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
346	A large Italian large faux marble reliquary, late 19th century, featuring various Saints remnants; the case in two parts - the upper section with broken pediment having a center hexagonal framed element with gilt and silver foliate	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
347	A Spanish Colonial beechwood figure of crucified Christ on a later cross, early 19th century, with trace elements of pigment; the figure with carved open chest cavities displaying rib cage	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
348	An Italian or Southern German Grand Tour crucifix, late 19th century, the flat wooden cross with moulded rim having inset blue silk panel surrounded by another wooden cross with intricately carved ivory figure of crucified Christ	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
349	A large gilt brass and frosted glass crucifix, 19th century h. 31"	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
350	A French brass and patinated iron crucifix with remnants of gilt, 19th century h.32"	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
351	An oak eglomise and plaster tabernacle, first half 20th century, with inset framed print of Last Supper	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694



ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
352	An ecclesiastical polychromed plaster or chalk-ware figure of the Virgin Mary with St. Anne by MTA Co. Inc,	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
353	86 A group of five (5) Ecclesiastical sculptures, mid 20th century, including Mary, mother Cabrini, St. Vincent dePaul, St. Roch, and Jesus, Mary and Jesus are painted plaster, other three are polychrome and fiberglass	Religious	Old Ursuline Convent - Personal Property	ANO (20-10846)_00182694
354	A vermeil - gilded silver - crozier, 18th century, maker's mark illegible, made in 1761 in Southern Netherlands, i.e. Brussels; belonging to Luis Ignacio de Penalver y Cardenas, the first ordinary of the Diocese of Louisiana	Religious	Old Ursuline Convent - Fine Art	ANO (20-10846)_00182694
355	An Ecclesiastical carved and painted wood altar stick, 20th century h. 48 1/2"	Furniture	St. Mary's Church	ANO (20-10846)_00182694
356	An Ecclesiastical painted plaster sculpture of St. Anthony and two children, first half 20th century, by Daprato Studios, Chicago h.62" Condition: Good, with minor pigment loss overall; paint has been refreshed in some areas	Religious	St. Mary's Church	ANO (20-10846)_00182694
357	An Ecclesiastical painted plaster sculpture of the Pieta, first half 20th century, by Daprato Studios, Chicago h. 42", w. 45, d. 27" Condition: Very good with minor pigment loss overall, paint has been refreshed	Religious	St. Mary's Church	ANO (20-10846)_00182694
358	An Ecclesiastical painted plaster sculpture of St. Anthony, first half 20th century, by Daprato Studios, Chicago h.65" Condition: Good with minor pigment loss overall, paint has been refreshed Note: Impressed oval mark on base	Religious	St. Mary's Church	ANO (20-10846)_00182694
359	An Ecclesiastical painted plaster sculpture of St. Rita holding a cross, skull, and bible, first half 20th century, by Daprato Studios, Chicago h. 57 1/2 Condition: Very good, paint has been refreshed Note: Impressed rectangular mark on base	Religious	St. Mary's Church	ANO (20-10846)_00182694
360	An Ecclesiastical painted plaster sculpture of Mother Cabrini, first half 20th century, by Daprato Studios, Inc., Chicago h.60" Condition: Very good with significant losses along the base, paint has been refreshed Note: Rectangular impressed mark stamped "Copyright 1939 Daprato Studios Chicago/New York"	Religious	St. Mary's Church	ANO (20-10846)_00182694
361	An Ecclesiastical painted plaster sculpture of St. Anne and young Mary, 20th century h.65" Condition: Very good, paint has been refreshed	Religious	St. Mary's Church	ANO (20-10846)_00182694
362	An Ecclesiastical painted plaster sculpture of St. Rosalia made by A. Laghin, 20th century h. 69 3/4" Condition: Good, paint has been refreshed	Religious	St. Mary's Church	ANO (20-10846)_00182694
363	An Ecclesiastical painted plaster sculpture of St. Michael, first half 20th century h. 72" Condition: Very good, minor losses to pigment on right hand and on dragon, paint has been refreshed Note: Rectangular impressed mark stamped "Copyright 1939 Daprato Studios Chicago/New York"	Religious	St. Mary's Church	ANO (20-10846)_00182694
364	An Ecclesiastical painted plaster sculpture of St. Jude, first half 20th century, probably by Daprato Studios, Chicago h. 72" Condition: Good, some minor flake chips to the paint has been refreshed	Religious	St. Mary's Church	ANO (20-10846)_00182694

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
365	An Ecclesiastical painted plaster sculpture of St. Rita holding roses, first half 20th century, by Daprato Rigali Studios, Inc., Chicago h.48" Condition: Very good, paint has been refreshed Note: Rectangular impressed mark on base	Religious	St. Mary's Church	ANO (20-10846)_00182694
366	An Ecclesiastical painted plaster sculpture of St. Rita holding a cross, first half 20th century h.58" Condition: Very good, paint has been refreshed Note: Rectangular impressed mark stamped "Copyright 1939 Daprato Studios Chicago/NewYork"	Religious	St. Mary's Church	ANO (20-10846)_00182694
367	An ecclesiastical painted plaster sculpture of Mother Cabrini, first half 20th century, probably by Daprato Studios, Chicago h. 63 1/2" Condition: Very good, paint has been refreshed	Religious	St. Mary's Church	ANO (20-10846)_00182694
368	An American brass, glass, nickel plated and oak Processional cross, circa 1919, marked "Gorham Special" by Gorham Manufacturing Company, (Providence, RI., 1832 - present), presented on a custom oak stand. h. 8' Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
369	A monumental oak and polychrome crucifix, mid 20th century Approximate h. 112", w. 60" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
370	A brass and chrome plated crucifix, 20th century h.27" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
371	A brass and chrome plated crucifix, 20th century, by Sudbury Brass, est.1927, "made in India" h. 16 1/2" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
372	A pair of American manufactured fiberglass, gesso, polished brass and polychrome eight (8) light torches in the form of angels, first half 20th century by Daprato Rigali Studios, Chicago h. 74" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
373	An Ecclesiastical painted plaster statue of St. Joseph, first half 20th century, by Daprato Studios, Chicago; together with a carved oak wall bracket h.64" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
374	An Ecclesiastical painted plaster statue of the Virgin Mary, first half 20th century, by Daprato Studios, Chicago; together with a carved oak wall bracket h.64" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
375	An Ecclesiastical painted plaster statute of Jesus, first half 20th century, by Daprato Studios, Chicago; together with an ornately carved and polychromed wall bracket, mid 20th century h.64" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
376	An Ecclesiastical painted plaster statute of Jesus Crowned, first half 20th century, by Daprato Studios, Chicago; together with an ornately carved and polychromed wall bracket, mid 20th century h.64" Condition: Very good	Religious	St. Mary's Church	ANO (20-10846)_00182694
377	3 An Ecclesiastical cast brass and nickel plated crucifix, 20th century, the cross with anthemion terminals and featuring a angel over Christ's head with sunburst and having foliate motif on triangular faceted base on lion paw feet	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
378	A painted plaster, fiberglass and wood figure of Jesus, first half of 20th century, "Sacred Heart", attributed to the Daprato Studios, with arms raised showing stigmata; on a large carved oak wall bracket	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
379	A painted plaster, fiberglass and wood figure of St. Anthony of Padua, first half 20th century, attributed to the Daprato Studios; on a large carved oak wall bracket	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
380	An Ecclesiastical painted plaster and fiberglass figure of Jeanne D'Arc, first half 20th century, depicted standing with flag and shield with iron breast plate; on a large carved oak wall bracket	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
381	An Ecclesiastical painted plaster and fiberglass figure of King Louis IX (b. 1214; King of France, 1226-1270) and canonized a Saint in 1297, first half 20th century, depicted with sword; on a large carved oak wall bracket	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
382	12 Frederick Guess ( American/Florida/Louisiana, b. 19 5 3) "Pope John Paul II Standing in Front of the St. Louis Cathedral", ca. 1987 Oil on canvas	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
383	A painted composition figure of King Louis IX, first half 20th century h.60"	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
384	An Italian style parian porcelain and black painted wooden crucifix, 20th century, on black and white porcelain stand; resting on painted white carved wooden wall bracket h.39" Condition: Good	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
385	A Northern European carved and painted wooden crucifix, 18th century, on stepped circular base h.32" Condition: Good with losses and wear consistent with age	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
386	An Ecclesiastical painted plaster over fiberglass statue of Mary, first half 20th century, with cast label of Daprato Studios, Chicago h.44" Condition: Very good	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
387	An Ecclesiastical painted plaster over fiberglass statue of Joseph depicted with Jesus as a young boy, first half 20th century, with cast label of Daprato Studios, Chicago h.44" Condition: Very good	Religious	The Cathedral-Basilica of St. Louis King of France	ANO (20-10846)_00182814
388	Various items on file with the Archdiocese		Administration Building, New Orleans LA	ANO (20-10846)_00071039
389	Sterling Silver/Gold Plated Monstrance with Garnets & Amethysts		Archbishop Residence, New Orleans, LA	ANO (20-10846)_00071039
390	Fred Villanueva "Pope Benedict XVI in Prayer with Holy Theologians" Painting		Notre Dame Seminary, New Orleans, LA	ANO (20-10846)_00071039
391	Gib Singleton, "The Crucifixion", bronze sculpture		Notre Dame Seminary, New Orleans, LA	ANO (20-10846)_00071039
392	Gold Chalice with Diamonds Rubies & Sapphires		Our Lady of the Rosary, New Orleans La	ANO (20-10846)_00071039
393	Gold Ciborium with Diamonds, Rubies & Sapphires		Our Lady of the Rosary, New Orleans La	ANO (20-10846)_00071039
394	Rouquette Portrait		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
395	Various items, on file with		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
396	Bishops Jewelry (10 items)		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
397	Receipt, 1853 May 1		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
398	Bust, Achille Peretti, Thomy LaFon Plaster		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
399	1 Photograph of Henriette Dellile (10cm x 6cm		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
400	1 Picture of 717 Orleans St.		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
401	1 Painting of Etienne Rousselon		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
402	Book: Clementine ou Ange de la Reconciliation by Alfred Mameet Fils Tours, Published in 1872		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
403	Book: Argent pour ouvrage/ Argent Recu and Regles et Reglement pour le Congregation des soeurs de la B.B. Marie, Published 1860-1869		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
404	Book: Historie Des Malheurs et de la Captivite de Pie VII. by Chez F. Le Prieur, Published in 1815		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
405	Book: Pieux Souvenir des Ames de Purgatoire by J.B. Pelagaud, Publised in 1846		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
406	Book: Formulaire de Prieres a L'Usage des Pensionnaires des Religieuses Ursulines by Chez Rusand, Published in 1815		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
407	Book: Mediations Selon la Methode de Saint Ignace Sur la Vie et sur les Mysteres de N.S. Jesus- Christ by Librairie Catholique de Perisse Freres, Published in 1842		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
408	Book: Oeuvres de Sainte Therese I by Chez Barbou, Published in 1836		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
409	Book: Oeuvres de Sainte Therese V by Chez Barbou, Published in 1836		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
410	Book: Practique de la Perfection \$2.000 Chretienne Tome 2 by Chez Perisse, Published in 1827		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
411	Book: Practique de la Perfection Chretienne Tome 3 by Chez Perisse. Published in 1827		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
412	Record Book: XIV Students of St. Mary's by Sisters of the Holy Family		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
413	Record Book: Loterie pour aider a \$2,000 ('erection d'un hospice, construction folio, offrandes folio, souscriptions folio by Sisters of the Holy Family		Catholic Cultural Heritage Center, New Orleans LA	ANO (20-10846)_00071039
414	Cordials		Unknown	ANO (20-10846)_00071039
415	Sherrys		Unknown	ANO (20-10846)_00071039
416	Goblets		Unknown	ANO (20-10846)_00071039
417	Flutes		Unknown	ANO (20-10846)_00071039

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
418	Ports		Unknown	ANO (20-10846)_00071039
419	Hock Wines		Unknown	ANO (20-10846)_00071039
420	Balloon Wines		Unknown	ANO (20-10846)_00071039
421	White Wines		Unknown	ANO (20-10846)_00071039
422	Red Wines		Unknown	ANO (20-10846)_00071039
423	Brandys		Unknown	ANO (20-10846)_00071039
424	Single Old Fashioneds		Unknown	ANO (20-10846)_00071039
425	Small Old Fashioneds		Unknown	ANO (20-10846)_00071039
426	Double Old Fashioneds		Unknown	ANO (20-10846)_00071039
427	Tankards		Unknown	ANO (20-10846)_00071039
428	Irish Coffee Mugs		Unknown	ANO (20-10846)_00071039
429	Large Mug		Unknown	ANO (20-10846)_00071039
430	Flutes		Unknown	ANO (20-10846)_00071039
431	Small Vase 4 1/2"		Unknown	ANO (20-10846)_00071039
432	Vase 7"		Unknown	ANO (20-10846)_00071039
433	Seahorse 7" tall		Unknown	ANO (20-10846)_00071039
434	Pair Alana Rose Bowls 4"		Unknown	ANO (20-10846)_00071039
435	8" Covered Candy Jar		Unknown	ANO (20-10846)_00071039
436	Oval Serving Bowl 6" x 10"		Unknown	ANO (20-10846)_00071039
437	Pedestal Bowl with fluted top, very ornate 6" x 10"		Unknown	ANO (20-10846)_00071039
438	Round Serving Bowl, Alana Pattern 4" x 7"		Unknown	ANO (20-10846)_00071039
439	Seahorse Vase		Unknown	ANO (20-10846)_00071039
440	Silver Rim Ice Bucket with Tongs		Unknown	ANO (20-10846)_00071039
441	Round Vase 6 1/2" x 5"		Unknown	ANO (20-10846)_00071039
442	Covered Jam Jars 3" x 5"		Unknown	ANO (20-10846)_00071039
443	Small Pedestal Bowl 4" x 5"		Unknown	ANO (20-10846)_00071039
444	Pedestal Round Centerpiece Bowl 5 1/2" x 7 1/2"		Unknown	ANO (20-10846)_00071039
445	Small Pedestal Round Bowl 4" x 6"		Unknown	ANO (20-10846)_00071039
446	Large Wine Decanter, Alana Pattern 14" tall		Unknown	ANO (20-10846)_00071039
447	Lismore Ships Decanter 10" tall		Unknown	ANO (20-10846)_00071039
448	Tall Handled Wine Decanter 16" tall		Unknown	ANO (20-10846)_00071039
449	Round Wine Decanter 11 1/2"		Unknown	ANO (20-10846)_00071039
450	Square Whiskey Decanter 10"		Unknown	ANO (20-10846)_00071039
451	5-Piece Place Setting - dinner fork, dinner, knife, salad fork, place spoon and teaspoon, stainless and crystal handles		Unknown	ANO (20-10846)_00071039
452	Butter Spreader, stainless and crystal		Unknown	ANO (20-10846)_00071039
453	Butter Knives, stainless and crystal		Unknown	ANO (20-10846)_00071039
454	Candle Snuffer		Unknown	ANO (20-10846)_00071039
455	Pie/Cake Servers		Unknown	ANO (20-10846)_00071039
456	Cheese Cutter		Unknown	ANO (20-10846)_00071039
457	Table Serving Spoon		Unknown	ANO (20-10846)_00071039
458	2-Piece Salad Set		Unknown	ANO (20-10846)_00071039

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
459	Wedding Cake/Bread Knife		Unknown	ANO (20-10846)_00071039
460	Crystal Knife Rest		Unknown	ANO (20-10846)_00071039
461	Dinner Bells		Unknown	ANO (20-10846)_00071039
462	Christmas Bell 2005		Unknown	ANO (20-10846)_00071039
463	Bell 1988		Unknown	ANO (20-10846)_00071039
464	Covered Butter Dishes		Unknown	ANO (20-10846)_00071039
465	2-Piece Bookends		Unknown	ANO (20-10846)_00071039
466	Votive with Cross on front		Unknown	ANO (20-10846)_00071039
467	Star Bottle Stoppers		Unknown	ANO (20-10846)_00071039
468	Pedestal Archive 9" Bowl		Unknown	ANO (20-10846)_00071039
469	Small Wine Coaster		Unknown	ANO (20-10846)_00071039
470	Alana 2-Piece Sugar and Creamer		Unknown	ANO (20-10846)_00071039
471	Lismore 2-Piece Sugar and Creamer		Unknown	ANO (20-10846)_00071039
472	8" Lismore Sugar Shaker with silver top		Unknown	ANO (20-10846)_00071039
473	Very Omate Covered Round Box		Unknown	ANO (20-10846)_00071039
474	Seahorse Water Pitcher 9 1/2"		Unknown	ANO (20-10846)_00071039
475	Small Water Pitcher 6"		Unknown	ANO (20-10846)_00071039
476	Footed Water Pitcher 9 1/2"		Unknown	ANO (20-10846)_00071039
477	Round Wine Decanter 10"		Unknown	ANO (20-10846)_00071039
478	Alana Decanter pedestal base 14"		Unknown	ANO (20-10846)_00071039
479	Wine Decanter 14"		Unknown	ANO (20-10846)_00071039
480	Glenveagh Decanter 13 1/2"		Unknown	ANO (20-10846)_00071039
481	Round Decanter 12"		Unknown	ANO (20-10846)_00071039
482	Whiskey Decanter 10"		Unknown	ANO (20-10846)_00071039
483	Round Whiskey Decanter 13"		Unknown	ANO (20-10846)_00071039
484	Round Decanter 14"		Unknown	ANO (20-10846)_00071039
485	Alana Water Pitcher 7 1/2"		Unknown	ANO (20-10846)_00071039
486	Alana Water Pitcher 6 1/2"		Unknown	ANO (20-10846)_00071039
487	Alana Chalice, purchased in 1986, #69-409-174-61-00		Unknown	ANO (20-10846)_00071039
488	Lismore 4-Point 6" Square Bowl		Unknown	ANO (20-10846)_00071039
489	Round 8" Christmas Plate with Madonna in center		Unknown	ANO (20-10846)_00071039
490	Round Alana scalloped and pedestal foot bowl 5" x 7"		Unknown	ANO (20-10846)_00071039
491	2006 Christmas plate with Santa		Unknown	ANO (20-10846)_00071039
492	Oval Relish Tray with scalloped border 7" x 11"		Unknown	ANO (20-10846)_00071039
493	Small Vase 3 1/2" x 6"		Unknown	ANO (20-10846)_00071039
494	Small Bud Vase 6 1/2"		Unknown	ANO (20-10846)_00071039
495	11 Piece Nativity, large		Unknown	ANO (20-10846)_00071039
496	Alana Oval Small Vases 5" x 5"		Unknown	ANO (20-10846)_00071039
497	Alana Round Serving Bowl 8"		Unknown	ANO (20-10846)_00071039
498	Lismore Salt Shaker with silver top 7" with pedestal foot		Unknown	ANO (20-10846)_00071039
499	Small Pedestal Bowl 4" x 6"		Unknown	ANO (20-10846)_00071039
500	Heart Shaped Tray 7" x 7"		Unknown	ANO (20-10846)_00071039
501	Waterford patterns		Unknown	ANO (20-10846)_00071039



ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
502	Christmas Plates, years 1984-1995		Unknown	ANO (20-10846)_00071039
503	Prosperity Bowl 8" x 11", pedestal base		Unknown	ANO (20-10846)_00071039
504	2-Piece Lismore Footed Salt and Pepper Shakers		Unknown	ANO (20-10846)_00071039
505	Footed Compote Candy Dish 5" x 6"		Unknown	ANO (20-10846)_00071039
506	Very ornate Lamp 8" x 14"		Unknown	ANO (20-10846)_00071039
507	Alana Footed Compote Candy Dish 4 1/2" x 6"		Unknown	ANO (20-10846)_00071039
508	Rose Bowl, silver-plated top to arrange flowers 5" x 4 1/2"		Unknown	ANO (20-10846)_00071039
509	Lismore Magnifying Glass 7 1/2"		Unknown	ANO (20-10846)_00071039
510	Large Lismore Mantle Clock 5" x 7"		Unknown	ANO (20-10846)_00071039
511	Small Lismore Bud Vase		Unknown	ANO (20-10846)_00071039
512	2-Piece Alana Candle Holder 7 1/2" tall		Unknown	ANO (20-10846)_00071039
513	Cordial Glasses 3" tall		Unknown	ANO (20-10846)_00071039
514	Saucer Champagne		Unknown	ANO (20-10846)_00071039
515	9" Tall Alana Bud Vase		Unknown	ANO (20-10846)_00071039
516	Cocktail Shaker with silver-plated top 9" tall		Unknown	ANO (20-10846)_00071039
517	2-Piece Footed Salt and Pepper with silver-plated top		Unknown	ANO (20-10846)_00071039
518	Shell Votives 3 1/2" tall		Unknown	ANO (20-10846)_00071039
519	Small Letter Openers 8"		Unknown	ANO (20-10846)_00071039
520	Large Letter Opener 10 1/2"		Unknown	ANO (20-10846)_00071039
521	6" Small Flower Vase		Unknown	ANO (20-10846)_00071039
522	Lismore Double Old Fashioneds		Unknown	ANO (20-10846)_00071039
523	Cane 35" tall in case		Unknown	ANO (20-10846)_00071039
524	Napkin Rings		Unknown	ANO (20-10846)_00071039
525	Millennium Flutes		Unknown	ANO (20-10846)_00071039
526	3-Piece Set - Clarion Decanter 8" tall and 2 double old fashioned glasses		Unknown	ANO (20-10846)_00071039
527	Holy Water Fountain 7" tall		Unknown	ANO (20-10846)_00071039
528	Steak Knives		Unknown	ANO (20-10846)_00071039
529	Goblets Millennium Collection		Unknown	ANO (20-10846)_00071039
530	Millennium Double Old Fashioneds		Unknown	ANO (20-10846)_00071039
531	Lismore Double Old Fashioned Glasses		Unknown	ANO (20-10846)_00071039
532	Lismore Footed Bud Vase 9"		Unknown	ANO (20-10846)_00071039
533	Millennium Wine Coaster 3" x 5"		Unknown	ANO (20-10846)_00071039
534	Footed Small Bowl 4 1/2" x 5"		Unknown	ANO (20-10846)_00071039
535	Large Rose Bowl Cecily Pattern 8 1/2" x 4"		Unknown	ANO (20-10846)_00071039
536	Celebration Bowl with base 4" x 6"		Unknown	ANO (20-10846)_00071039
537	Footed Cake Plate 10"		Unknown	ANO (20-10846)_00071039
538	Small Bud Vase 4" tall		Unknown	ANO (20-10846)_00071039
539	Rose Bowl 4" x 6" tall, very heavy		Unknown	ANO (20-10846)_00071039
540	Green Crystal Bowl 3 1/2" x 5 1/2"		Unknown	ANO (20-10846)_00071039
541	Bowl 3 1/2" x 7"		Unknown	ANO (20-10846)_00071039
542	Small Round Vase		Unknown	ANO (20-10846)_00071039
543	2-Piece Lismore Votive Set, pedestal base, 8" tall		Unknown	ANO (20-10846)_00071039
544	Round Rose Bowl 3" x 5"		Unknown	ANO (20-10846)_00071039

ITEM NO.	ITEM DESCRIPTION	TYPE	LOCATION	SOURCE
545	Pillar Candle Holder 4" x 5 1/2"		Unknown	ANO (20-10846)_00071039
546	Small Bud Vase 4" tall		Unknown	ANO (20-10846)_00071039
547	Pair Double Old Fashioneds with flags on both		Unknown	ANO (20-10846)_00071039
548	Dinner Bells		Unknown	ANO (20-10846)_00071039
549	Wine Coaster 5"		Unknown	ANO (20-10846)_00071039
550	Large Wine Coaster Millennium Collection		Unknown	ANO (20-10846)_00071039
551	Tumblers Alana Pattern		Unknown	ANO (20-10846)_00071039
552	Ash Tray 6"		Unknown	ANO (20-10846)_00071039
553	Small Round Clock		Unknown	ANO (20-10846)_00071039
554	Lighter		Unknown	ANO (20-10846)_00071039
555	Square Small Clock		Unknown	ANO (20-10846)_00071039
556	Large Vase 7' x 12"		Unknown	ANO (20-10846)_00071039
557	Crystal Lamp with brass top 10"		Unknown	ANO (20-10846)_00071039
558	Vase with pedestal foot 8 1/2" x 14"		Unknown	ANO (20-10846)_00071039
559	Lamp with brass top 13"		Unknown	ANO (20-10846)_00071039
560	Pineapple Shaped Top Lamp, crystal and brass, 20" tall		Unknown	ANO (20-10846)_00071039
561	Lamp crystal and brass 16" tall		Unknown	ANO (20-10846)_00071039
562	5" Footed Bowl pattern Waterville		Unknown	ANO (20-10846)_00071039
563	Pair Candle Holders with sunburst foot 4" ta		Unknown	ANO (20-10846)_00071039
564	Matched Tea Set with Waiter pedestal feet, plain body, ornate finish Marked Crown BSC, silverplate over copper		Unknown	ANO (20-10846)_00071039
565	Pere Antoine Blanc Oil on Canvas	Painting	Louisiana State Museum	See Rec Doc 198 at 33



**EXHIBIT M**

**BOND SETTLEMENT ORDER**

*Order (I) Approving the Amended Settlement Agreement and (II) Granting Related Relief*  
[ECF Doc. No. 527] entered by the Bankruptcy Court in the Case on November 2, 2020.

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	Section “A”
ORLEANS,	§	
	§	Chapter 11
Debtor. <sup>1</sup>	§	
	§	

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**ORDER (I) APPROVING THE AMENDED SETTLEMENT AGREEMENT,  
AND (II) GRANTING RELATED RELIEF**

This Court held a hearing on October 22, 2020, on (i) the Debtor’s Motion for Entry of Order, (I) Approving Settlement with TMI Trust Company, as Indenture Trustee, Pursuant to Bankruptcy Rule 9019, and (II) Granting Related Relief (the “**Settlement Motion**”) [ECF No. 403], filed by The Roman Catholic Church of the Archdiocese of New Orleans (the “**Debtor**”), including the Declaration of Father Patrick Carr [ECF No. 403-2 through 403-4], (ii) the Objections (collectively, the “**Objections**”) filed by (a) the Official Committee of Unsecured Creditors (the “**Committee**,” with the Objection being the “**Committee Objection**”) [ECF No. 444], and (b) the Office of the United States Trustee (the “**UST Objection**”) [ECF No. 449]), (iii) the Reply Memorandum in support of the Settlement Motion filed by TMI Trust Company, as Indenture Trustee (the “**Trustee**”) [ECF No. 481], (iv) the Declaration of Kathleen Zuniga [ECF No. 480], and (v) the Amended Settlement Agreement attached hereto as Exhibit 1 (the “**Amended**

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 8966. The Debtor’s principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.

**Settlement Agreement**”<sup>2</sup>). The Court having jurisdiction to consider the Settlement Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; consideration of the Settlement Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); venue being proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409; the Court finding that entry of this Order is fair and equitable and in the best interests of the estate and its creditors, and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED** that:

1. The Settlement Motion is GRANTED as provided for in this Order, and the Amended Settlement Agreement is hereby approved, subject to the Reservations as set forth below.
2. To the extent that the Objections are not resolved by the Amended Settlement Motion, the Objections are hereby overruled.
3. The Debtor is authorized, but not directed, to remit the interest payments to the Trustee, as provided in the Amended Settlement Agreement; provided, however, such payments are subject to the Reservations as set forth below.
4. The approval of the Amended Settlement Agreement, any payments made thereunder, and all provisions of the Amended Settlement Agreement, are subject to the following reservations, as set forth in Section 2.4 of the Amended Settlement Agreement (the “**Reservations**”): (i) payments made under Sections 2.1.1 and 2.1.2 of the Amended Settlement Agreement are without prejudice to, and subject to, the rights of all parties in interest in the Chapter 11 Case, including, without limitation, the Committee, the Office of the United States Trustee, and the Trustee (collectively, the “**Parties in Interest**”), to assert that such payments should or should

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<sup>2</sup> All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Amended Settlement Agreement.

not be reallocated, recharacterized, and/or reclassified in whole or part as principal due under the Bond Documents; (ii) the rights of all Parties in Interest are reserved as to (a) whether interest or professional fees are allowable and/or payable as part of the Trustee's claim and under any plan of reorganization proposed in the Chapter 11 Case, including, without limitation, the allowance or payment of specific professional fees, and the Trustee's rights are reserved regarding any challenge to the payment or allowance of such professional fees, including the Trustee's rights to challenge the standing of any Party In Interest to review and/or object to such professional fees, and (b) the interest rate to be paid for any interest as may be included in the Trustee's claim and under any plan of reorganization proposed in the Chapter 11 Case (but specifically not as to the interest to be paid on the Trustee's claim during the pendency of the Chapter 11 Case pursuant to Sections 2.1.1 and 2.1.2); and (iii) the rights of all Parties in Interest are reserved as to the impairment or non-impairment of the Bonds or Bond Documents within the meaning of 11 U.S.C. § 1124, or what conditions or circumstances may constitute impairment or non-impairment (with the exception that the Trustee has agreed to the provisions contained in Section 2.2.1 of the Amended Settlement Agreement).

5. Nothing in this Order or the Amended Settlement Agreement is in any way meant to limit any parties' right to make arguments with respect to any motion (a "**Committee Motion**") regarding the membership of the Committee, and all such rights are expressly reserved. The provisions of the Amended Settlement Agreement, including without limitation Recital (G) and Sections 2.2 and 2.3 of the Amended Settlement Agreement are agreements between the Debtor and the Trustee only, are not a finding of the Court, and do not bind any other party including without limitation the Committee and the Office of the United States Trustee, and are without prejudice as to any position as may be taken on any Committee Motion.

6. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014, or otherwise, this Order shall be effective and enforceable immediately upon its entry. Any subsequent modification or vacatur of this Order shall not invalidate or impair any actions taken pursuant to this Order prior to such modification or vacatur.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

8. Counsel for the Debtor shall serve this Order on the required parties pursuant to this Court's Ex Parte Order Authorizing the Debtor to Limit Notice and Establishing Notice Procedures [ECF No. 22]. Counsel shall file a certificate of service to that effect within three (3) business days of the entry of this Order.

New Orleans, Louisiana, November 2, 2020.



MEREDITH S. GRABILL  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1 TO ORDER**

**AMENDED SETTLEMENT AGREEMENT**

This Amended Settlement Agreement (the “Agreement”) is entered into this \_\_\_\_ day of October, 2020, between The Roman Catholic Church of the Archdiocese of New Orleans (the “Debtor”) and TMI Trust Company as indenture trustee (the “Trustee”). The Debtor and the Trustee shall be referenced together as the “Parties.”

**RECITALS**

A. Pursuant to that certain Trust Indenture dated as of April 1, 2017 (the “Indenture”), between the Louisiana Public Facilities Authority, a public trust and public corporation of the State of Louisiana (the “Authority”), and Hancock Whitney Bank, formerly Whitney Bank, a Mississippi state banking corporation, as trustee (the “Prior Trustee”), the Authority issued its \$41,895,000 Refunding Revenue Bonds (Archdiocese of New Orleans Project) Series 2017 (the “Bonds”).

B. The Authority loaned the proceeds of the Bonds to the Debtor pursuant to that certain Loan Agreement dated as of April 1, 2017 (the “Loan Agreement”), between the Authority and the Debtor. The Indenture and the Loan Agreement are referred to collectively as the “Bond Documents.”

C. On May 1, 2020 (the “Petition Date”), the Debtor filed a petition for protection under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, commencing the bankruptcy captioned as *In re The Roman Catholic Church of the Archdiocese of New Orleans*, Case No. 20-10846 (the “Chapter 11 Case”), in the United States Bankruptcy Court for the Eastern District of Louisiana (the “Bankruptcy Court”).

D. On the Petition Date, the principal outstanding balance of the Bonds was \$37,970,000.

E. After the Petition Date, the Prior Trustee resigned as Trustee. Thereafter, the Trustee was appointed as the successor indenture Trustee pursuant to Section 9.11 of the Indenture.

F. Pursuant to the Loan Agreement, the Debtor was required to make the following payments to the Trustee on the third business day before July 1, 2020: (a) a semi-annual interest payment, in the amount of \$930,207.25; and (b) an annual principal payment in the amount of \$1,385,000.00. The Debtor did not make the foregoing payments.

G. The Trustee has served as a member of the Official Committee of Unsecured Creditors (the “Committee”) in the Chapter 11 case until October 8, 2020, and as a member owed certain fiduciary duties to all unsecured creditors (the “Unsecured Creditors”) in the Chapter 11 case.

H. On September 10, 2020, the Debtor filed in the Chapter 11 Case its *Motion for Entry of an Order (I) Approving Settlement with TMI Trust Company, as Indenture Trustee, Pursuant to Bankruptcy Rule 2019, and (II) Granting Related Relief* [ECF No. 403] (the “9019 Motion”). Attached to the 9019 Motion is a proposed Settlement Agreement between the Parties (the “Original Settlement Agreement”). The Original Settlement Agreement was never executed by the Parties and has not been approved by the Bankruptcy Court.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth in this Agreement, and based upon the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Bankruptcy Court Approval; Original Settlement Agreement Void.

1.1. The Parties expressly agree that this Agreement is subject to and contingent on the entry of a Final Order (as defined below) that approves this Agreement (the “Approval Order”). For the purpose of this Agreement, Final Order means an order 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. The Debtor will file a motion seeking Bankruptcy Court approval of this Agreement, and the Parties each agree to use their best efforts to secure Bankruptcy Court approval of this Agreement in accordance with applicable law, including an Approval Order that contains a waiver of the fourteen-day (14-day) stay provided for in Fed. R. Bankr. P. Rule 6004(h).

1.2. In the event the Bankruptcy Court does not enter the Approval Order, or if the Approval Order is appealed and reversed, then:

1.2.1. this Agreement shall be null, void, and of no force or effect;

1.2.2. nothing contained in this Agreement or in any motion or proceeding (including any hearing before the Bankruptcy Court) seeking approval of this Agreement can be used in any manner or in any proceeding (including courts or claims in arbitration) by any of the Parties; and

1.2.3. to the degree possible, while acknowledging that time may render appeals moot, the Parties shall be in the same position as they were in as though this Agreement had never been executed and will have all rights and defenses that they did prior to the execution of this Agreement.

1.3. This Agreement fully replaces and supersedes the terms of the Original Settlement Agreement. The Parties agree that the Original Settlement Agreement was never executed by the Parties, was never binding on or effective against the Parties, was never approved by the Court, and, for the avoidance of doubt, the Parties disclaim any intention that the Original Settlement Agreement should ever be binding on or effective against the Parties.

## 2. **Settlement Terms.**

2.1. Upon the Approval Order becoming a Final Order, the Debtor shall:

2.1.1. immediately pay to the Trustee the \$930,206.25 interest payment that was due on July 1, 2020 (subject to the Reservations under Section 2.4 below); and

2.1.2. during the pendency of the Chapter 11 Case, make all other semi-annual interest payments due under the Loan Agreement as set forth in the Loan Agreement (subject to the Reservations under Section 2.4 below).

2.2. Following the Approval Order becoming a Final Order, and receipt of the payments required under Section 2.1:

2.2.1. the Trustee, solely in its capacity as Trustee under the Bond Documents and on behalf of the holders of Bonds, shall not raise the following objections to a plan of reorganization proposed in the Chapter 11 Case that seeks to reinstate the Bonds on their current terms, based on any default by the Debtor that is waived in Sections 2.2.2 through 2.2.5 below: (a) the Bonds or Bond Documents are impaired within the meaning of 11 U.S.C. § 1124; or (b) the plan of reorganization is not feasible under 11 U.S.C. § 1129(a)(11); provided, however, such plan must propose paying, on or before the date the Bonds are reinstated, both (i) the principal that has come due, without acceleration, but has not been paid on the Bonds, and (ii) all of the Trustee's reasonable fees and expenses, including outstanding counsel fees (subject to the Reservations under Section 2.4 below);

2.2.2. during the pendency of the Chapter 11 Case and through the greater of (A) nine (9) months from the effective date of a plan of reorganization that is confirmed pursuant to an order of the Bankruptcy Court (the "Plan Effective Date"), or (B) the end of the fiscal year of the Debtor in which the Plan Effective Date occurs, the Trustee, solely in its capacity as Trustee under the Bond Documents and on behalf of the holders of Bonds, waives any default by the Debtor under the Bond Documents associated with (A) failure to deliver any annual audited financial statement required in the Bond Documents, provided that the Archdiocese will deliver semi-annual unaudited financial statements within 60 days of each June 30 and December 31, unless extended by the Trustee in writing, and all other information required pursuant to that certain Continuing Disclosure Agreement, by the Debtor, dated as of April 1, 2017, and (B) any failure to meet



any of the financial covenants set forth in Sections 6.12, 6.14, and 6.15 of the Loan Agreement;

2.2.3. if the Chapter 11 Case is dismissed without the occurrence of a Plan Effective Date, the Trustee, solely in its capacity as Trustee under the Bond Documents and on behalf of the holders of Bonds, waives any default by the Debtor under the Bond Documents associated with any failure to meet any of the financial covenants set forth in Sections 6.12, 6.14, and 6.15 of the Loan Agreement, provided such waiver shall be limited to the greater of (A) nine (9) months from the effective date of such dismissal, or (B) the end of the fiscal year of the Debtor in which such dismissal shall become effective;

2.2.4. during the pendency of the Chapter 11 Case and through the greater of (A) nine (9) months from the occurrence of the Plan Effective Date, or (B) the end of the fiscal year of the Debtor in which the Plan Effective Date occurs, the Trustee, solely in its capacity as Trustee under the Bond Documents and on behalf of the holders of Bonds, waives any requirement that the Debtor fund the Debt Service Reserve described in Section 4.04 of the Loan Agreement;

2.2.5. the Trustee, solely in its capacity as Trustee under the Bond Documents and on behalf of the holders of Bonds, waives any default by the Debtor under Section 6.03 of the Loan Agreement triggered by the sales of properties, the proceeds of which the Debtor intends to use to fund a plan of reorganization, as long as the net sale proceeds for such sales do not exceed \$20.0 million in the aggregate (the “Sales”); and

2.2.6. the Trustee, solely in its capacity as Trustee under the Bond Documents and on behalf of the holders of Bonds, agrees not to object, solely on the basis of the Trustee’s limited waiver of default under Section 6.03 of the Loan Agreement as set forth in Section 2.2.5. above, to such Sales if the Debtor seeks Bankruptcy Court approval thereof before the Plan Effective Date.

2.3. For the avoidance of doubt, the provisions of Section 2.2 apply only to the Trustee in its capacity as Trustee under the Bond Documents and on behalf of the holders of Bonds. Nothing contained in Section 2.2 shall prevent the Trustee, in its past or future capacity as a member of the Committee or of another committee that may be appointed by the Bankruptcy Court in the Chapter 11 Case and in the exercise of its fiduciary duties to the Unsecured Creditors, from:

2.3.1. objecting to or voting in favor of the Committee objecting to a plan of reorganization proposed in the Chapter 11 Case;

2.3.2. objecting to or voting in favor of the Committee objecting to any proposed Sales.

2.4. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree to the following reservations (the “Reservations”), which Reservations shall be included in the Approval Order: (i) payments made under Sections

2.1.1 and 2.1.2 of this Agreement are without prejudice to, and subject to the rights of all parties in interest in the Chapter 11 Case, including, without limitation, the Committee, the Office of the United States Trustee, and the Trustee (collectively, the “Parties in Interest”), to assert that such payments should or should not be reallocated, recharacterized, and/or reclassified in whole or part as principal due under the Bond Documents; (ii) the rights of all Parties in Interest are reserved as to (x) whether interest or professional fees are allowable and/or payable as part of the Trustee’s claim and under any plan of reorganization proposed in the Chapter 11 Case, including, without limitation, the allowance or payment of specific professional fees, and the Trustee’s rights are reserved regarding any challenge to the payment or allowance of such professional fees, including the Trustee’s rights to challenge the standing of any Party In Interest to review and/or object to such professional fees, and (y) the interest rate to be paid for any interest as may be included in the Trustee’s claim and under any plan of reorganization proposed in the Chapter 11 Case (but specifically not as to the interest to be paid on the Trustee’s claim during the pendency of the Chapter 11 Case pursuant to Sections 2.1.1 and 2.1.2); and (iii) the rights of all Parties in Interest are reserved as to the impairment or non-impairment of the Bonds or Bond Documents within the meaning of 11 U.S.C. § 1124, or what conditions or circumstances may constitute impairment or non-impairment (with the exception that the Trustee has agreed to the provisions contained in Section 2.2.1 of this Agreement).

2.5. The Parties understand that the Trustee will imminently file a motion with regard to its membership on the Committee (the “Motion”). Nothing in this Agreement or the Approval Order thereon is in any way meant to limit any parties’ right to make arguments with respect to the Motion and all such rights are expressly reserved. The provisions of this Agreement, including without limitation Recital (G) and Sections 2.2 and 2.3 of the Agreement are agreements between the Debtor and the Trustee only, are not a finding of the Bankruptcy Court, and do not bind any other party including without limitation the Committee and the Office of the United States Trustee, and are without prejudice as to any position as may be taken on the Motion.

3. **Representations and Warranties.** The Parties each represent and warrant that they have full power and authority to enter into this Agreement, subject to entry of the Approval Order.

4. **Effectuation of Agreement.** The Parties agree to perform any other or further acts, and execute and deliver any other or further documents as may be necessary or appropriate to implement this Agreement. Except as specifically required by any Order entered by the Bankruptcy Court, the Debtor may execute any documents necessary to effectuate this Agreement without further notice and hearing.

5. **Binding Effect.** This Agreement shall be binding upon each of the Parties and their respective successors-in-interest, heirs, and/or assigns. All representations and warranties made herein shall survive execution of this Agreement and at all times subsequent to the execution of this Agreement remain binding and fully enforceable.

6. **Bankruptcy Court Jurisdiction.** Any claims or causes of action, whether legal or equitable, arising out of or based upon this Agreement or related documents, including but not limited to the interpretation and/or enforcement of this Agreement, may be commenced in the Bankruptcy Court. The Parties hereby consent to the jurisdiction, venue, and process of the Bankruptcy Court.

7. **Governing Law.** This Agreement is made pursuant to, and shall be governed by, the laws of the State of Louisiana and, where applicable, federal bankruptcy law.

8. **Construction of Agreement.** This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with governing law. This Agreement has been negotiated by each of the Parties (or their respective counsel), and the language of the Agreement shall not be construed for or against any particular party.

9. **Voluntary Agreement.** This Agreement has been carefully read by the Parties and has been reviewed by the Parties' respective legal counsel; the contents hereof are known and understood by the Parties; and each of the Parties acknowledges that such Party is under no duress or undue influence and that each of the Parties executes this Agreement as its own free and voluntary act.

10. **Integration and Amendments.** This Agreement shall constitute the entire agreement and understanding of and between the Parties in relation to matters described herein, and no statements, representations, inducements, or promises other than as expressly set forth herein have been given or received by any of the Parties (nor by their respective agents, employees, attorneys, or representatives) in return for the same. All negotiations, oral conversations, statements, representations, and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims, or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties hereto, and specifically state the intent of the Parties to amend this Agreement.

11. **Severability.** To the extent that any portion of this Agreement is held unenforceable by a court, tribunal, or arbiter of competent jurisdiction, the remainder of this Agreement shall remain binding and enforceable, provided that the primary purposes of the Agreement are not frustrated.

12. **Counterparts.** This Agreement may be executed by the Parties hereto in any number of identical counterparts, each of which, once executed and delivered in accordance with the terms of this Agreement, will be deemed an original, with all such counterparts taken together constituting one and the same instrument. Delivery by facsimile, encrypted email, or email file attachment of any such executed counterpart to this Agreement will be deemed the equivalent of the delivery of the original executed agreement or instrument.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and year first above written.

**THE ROMAN CATHOLIC CHURCH OF  
THE ARCHDIOCESE OF NEW  
ORLEANS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TMI TRUST COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT N**

**NON-DEBTOR AFFILIATE PROPERTY TO BE SOLD\***

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\* As may be amended or modified by time to time through the Contribution Date. This Non-Debtor Affiliate Property List remains subject in all respects to further additions, deletions, or modifications as the Proponent may make, in its sole discretion, through the Contribution Date.

NO.	ADDRESS	CITY	ST	ZIP	TYPE
1	1208 Lamanche St.	New Orleans	LA	70117	Vacant Land
2	5617 Marais St.	New Orleans	LA	70117	Residential Home
3	687 Marais St./ 5609 Marais St.	New Orleans	LA	70112	Vacant Land
4	44496 Burgundy St	New Orleans	LA	70116	Residential Home
5	2419 Jena St.	New Orleans	LA	70115	Commercial
6	2000 St. Bernard Ave.	New Orleans	LA	70116	Commercial
7	44488 Clouet St.	New Orleans	LA	70117	Vacant Land
8	4729 Pineda St.	New Orleans	LA	70126	Residential Home
9	1923 St. Philip St. (vacant lots)	New Orleans	LA	70116	Church
10	1027 N. Roman St.	New Orleans	LA	70116	Vacant Land
11	4410 Fields St.	New Orleans	LA	70131	Residential Home
12	611 State Street	New Orleans	LA	70118	School
13	323 Socrates St.	New Orleans	LA	70114	Vacant Land
14	322 Ptolemy Street	New Orleans	LA	70114	Vacant Land
15	1110101 Brooklyn St.	New Orleans	LA	70114	Commercial/Vacant Lot
16	1343 Teche St.	New Orleans	LA	70114	Residential Home
17	1139 Oretha Castle Haley Blvd.	New Orleans	LA	70113	Commercial/parking lot
18	1116 S. Rampart St.	New Orleans	LA	70113	Vacant Land/Parking Lot/ closed church
19	1225 Dublin Street	New Orleans	LA	70118	Administrative/Commercial
20	2916 S. Carrollton Ave	New Orleans	LA	70118	Vacant Land
21	709 St. Ferdinand St	New Orleans	LA	70117	Residential Home
22	721 St. Ferdinand St.	New Orleans	LA	70117	Residential Home
23	55493 Chef Mentheur Hwy.	New Orleans	LA	70146	Vacant Land (.5 ACS)
24	6300 Pines Blvd.	New Orleans	LA	70126	Vacant Land
25	6340 Pines Blvd.	New Orleans	LA	70126	Vacant Land (5.5 ACS)
26	6220 LaSalle St.	New Orleans	LA	70118	Residential Home (under utalized)
27	1307 Louisiana Ave	New Orleans	LA	70115	Residential Home (underutilized)
28	1019 N. Prieur St.	New Orleans	LA	70116	Residential Home
29	49 Warbler St.	New Orleans	LA	70124	Residential Home
30	57 Warbler St.	New Orleans	LA	70124	Residential Home
31	900 Cambronne St.	New Orleans	LA	70118	Residential Home
32	1319 Valence St.	New Orleans	LA	70115	Residential Home
33	3704 Paris Avenue	New Orleans	LA	70122	Residential Home
34	1839 St. Philip St.	New Orleans	LA	70116	Residential Home
35	2910 Paris Ave.	New Orleans	LA	70119	Residential Home
36	3732 Gentilly Blvd.	New Orleans	LA	70122	Residential Home
37	54688 America St.	New Orleans	LA	70126	Vacant Land/Parking Lot
38	6820 Chef Mentheur Hwy	New Orleans	LA	70126	Vacant Land
39	1416 Dante St.	New Orleans	LA	70118	Apartment Building
40	1424 Dante St.	New Orleans	LA	70118	Residential Home
41	6351 Memphis St.	New Orleans	LA	70124	Vacant Land
42	30113 Michoud Blvd.	New Orleans	LA		Vacant Land (10 ACS)
43	501 Holy Trinity Drive	Covington	LA	70433	ACS 11.5

NO.	ADDRESS	CITY	ST	ZIP	TYPE
44	612 Holy Trinity Dr.	Covington	LA	70433	Vacant Land (26 ACS)
45	450 Holy Trinity Dr.	Covington	LA	70433	Vacant Land (47.2 ACS)
46	6330 Vicksburg St.	New Orleans	LA	70124	Residential Home/Shed
47	58022 Sr. Genevieve Ln.	Slidell	LA		Vacant Land (1.67)
48	3020 Independence St.	Metairie	LA		Apartment Building
49	2000 Ursulines Ave.	New Orleans	LA	70116	Vacant Land
50	0 Main St.	Lacomb	LA		Vacant Land
51	0 Fish Hatchery Rd.	Lacomb	LA		Vacant Land (1 ACS)
52	0 No Address	Mandeville	LA		Vacant land
53	0 Jefferson St.	Mandeville	LA		Vacant Land
54	812 General Pershing St.	New Orleans	LA	70115	Leased school building
55	815 Newport Dr.	Laplace	LA		Vacant Land/Parking Lot
56	4431 Arts St.	Metairie	LA	70006	Residential Home
57	13425 Granville St.	New Orleans	LA		
58	13900 Dwyer Blvd.	New Orleans	LA	70129	Vacant Land (28 ACS)
59	1701 Bridge City Ave.		LA		Church (3.5 ACS)
60	8151 Barataria Blvd.	Crown Point	LA		
61	Christopher Homes				