

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

In re: Case No.: 19-20905
The Diocese of Rochester, Chapter 11
Debtor.

The Diocese of Rochester,

Plaintiff,

Adversary Proceeding
No.: 19-ap-02021

v.

The Continental Insurance Company, Certain Underwriters at Lloyd's, London, Certain London Market Companies, The Dominion Insurance Company Limited, Stronghold Insurance Company Limited, CX Reinsurance Company Limited, Markel International Insurance Company Limited, Tenecom Limited, National Surety Corporation, Interstate Fire & Casualty Company, Colonial Penn Insurance Company, and HDI Global Specialty SE,

Defendants.

**MOTION TO APPROVE PROPOSED INSURANCE
SETTLEMENTS TO FUND SURVIVOR COMPENSATION TRUST**

The Diocese of Rochester, (the "Diocese"), by and through its undersigned counsel, hereby moves this Court (this "Motion") for entry of an order, pursuant to sections 105 and 363 of title 11 of the United States Code (11 U.S.C. § 101, *et seq.*, as amended, the "Bankruptcy Code") and Rules 2002(a)(2)-(a)(3), 6004, 9007, 9008, and 9019(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving negotiated settlements with (a) certain London Market Companies ("LMI"), (b) certain Underwriters at Lloyd's, London

(“Underwriters”), (c) Interstate Fire & Casualty Company and National Surety Corporation (“Interstate”), and (d) Continental Insurance Company and its affiliates (“CNA,” and together with LMI, Underwriters, and Interstate, the “Settling Insurers”) which will provide aggregate settlement proceeds of \$107,750,000 to be combined with an additional \$40,500,000 contribution from the Diocese and other DOR Entities (defined below) to make a total of \$147,750,000 in funding available for a trust to compensate survivors of abuse. In support of this Motion, the Diocese respectfully represents as follows:

PRELIMINARY STATEMENT

1. Following extensive negotiations in mediation, the Diocese, together with its parishes and other non-debtor Catholic entities that share insurance coverage with the Diocese (collectively with the Diocese, the “DOR Entities”), have reached agreement, subject to approval by the Court, to resolve all disputes with the Settling Insurers regarding the availability and extent to which any policies of insurance issued by the Settling Insurers (the “Subject Policies”) provide coverage for sexual abuse claims asserted against the DOR Entities. In exchange for settlement of the DOR Entities’ coverage claims, and to buy back the Subject Policies, the Settling Insurers have agreed to pay an aggregate of \$107,250,000 to a survivor trust (the “Trust”) to be established pursuant to the Diocese’s forthcoming chapter 11 plan of reorganization (the “Plan”).¹ The Plan will further provide for the DOR Entities to make an additional contribution of \$40,500,000 to the Trust, thereby making a total of \$147,750,000 available to satisfy abuse survivor claims.

2. Last July, the Court denied, without prejudice, a prior motion of the Diocese seeking approval of a \$35 million settlement pursuant to which LMI would pay \$15 million and

¹ The Diocese anticipates that the Plan and accompanying disclosure statement will be filed in the near future.

Interstate would pay \$20 million.² At the same hearing the Court also denied multiple motions filed by abuse claimants seeking stay relief to pursue litigation in state court. In its oral ruling denying both requests, the Court admonished all parties to “wipe the slate clean and participate in the mediation with fresh eyes, fresh attitudes, and minds open to and intent on reaching a global resolution that will form the basis for a consensual chapter 11 plan.” *See* Hr’g Tr. 65:22-25, *The Diocese of Rochester v. The Continental Insurance Company Certain Underwriters at Lloyds, et al.*, Case No. 19-02021 (Bankr. W.D.N.Y. July 9, 2021) [Adv. Dkt. No. 168]. The Diocese took the Court’s words to heart and redoubled its efforts to seek common ground with the Committee and the insurers to establish claim valuations and contributions from both insurance and the DOR Entities that would be reasonable and fair.

3. The Diocese participated in many mediation sessions and many more informal negotiations with all parties to the mediation. The mediation allowed all the parties to exchange information and to assess the relative strengths and weaknesses of their respective positions on coverage, claim value, defenses to claims, and other relevant factors.

4. Before making the decision to settle with the Settling Insurers, the Diocese considered several alternative strategies for monetizing its insurance assets, including moving forward with litigation in the above-captioned adversary proceeding (the “Coverage Action”) or assigning its insurance policies to the Trust for post-confirmation coverage litigation. Ultimately, the Diocese determined that the interests of survivors in this case would be best served by achieving certainty with respect to a very substantial insurance contribution rather than risking the cost, extensive delay, and uncertain outcome of litigation in pursuit of the theoretical possibility of a larger recovery at some point in the distant future.

5. While the Diocese believes it has strong arguments in support of coverage, the

² Neither CNA nor Underwriters were included in the prior proposed settlement.

Settling Insurers are likely to raise numerous complex legal and factual issues that would need to be resolved before a court could make a decision on whether the Subject Policies provide coverage, and the extent of such coverage. Even though the Diocese believes it is ultimately likely to prevail, a successful coverage defense asserted by any of the Settling Insurers could significantly hamper the Diocese’s ability to compensate survivors. Additionally, while protracted litigation would without question result in increased costs, reducing the funds available for distribution to survivors, there is no guarantee that the result of litigation would be more favorable than the proposed settlement terms.

6. As set forth in the proposed settlement agreements attached to this Motion as **Exhibits A** through **D**, the Settling Insurers have agreed to provide a total of \$107,250,000 in funding for the Trust as follows:

Insurer	Settlement Amount
LMI	\$16,650,000
Underwriters	\$1,100,000
Interstate	\$26,000,000
CNA	\$63,500,000
TOTAL	\$107,750,000

These amounts represent an increase from the prior settlement offers from LMI and Interstate of 11% and 30% respectively, and includes an additional \$64.6 million in additional recoveries from CNA and Underwriters. When combined with the \$40.5 million to be contributed by the DOR Entities pursuant to the Plan, a total of \$147,750,000 in funding will be available for the survivor Trust. When evaluated in relation to the approximately 471 unique abuse claims that were timely filed in this Chapter 11 Case, that would allow for an average recovery of more than \$300,000 per survivor claim.³

³ Earlier this week the Archdiocese of Santa Fe announced that it has received committee consent for a plan providing a settlement fund of \$121.5 million to compensate approximately 375 claimants (an average of \$324,000 per claimant). The Diocese notes that the proposed insurance settlements and contributions from the DOR Entities

7. The proposed settlement payments to be received from the Settling Insurers therefore represent a significant step toward funding the Trust and making a meaningful distribution to survivors. Accordingly, the proposed settlements should be approved.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

9. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The statutory and rule-based predicates for the relief requested herein are sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2)-(a)(3), 6004, 9007, 9008, and 9019(a).

BACKGROUND

11. On September 12, 2019 (the “Petition Date”), the Diocese filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Western District of New York (the “Court”), commencing the Diocese’s chapter 11 case (this “Chapter 11 Case”). The Diocese continues to operate its business and manage its assets as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

12. No trustee or examiner has been appointed in this Chapter 11 Case. On September 26, 2019, the Office of the United States Trustee (the “US Trustee”) filed notice of the appointment of an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”). As of the date of the filing of this Motion, no other official committees have been appointed or designated.

in this Chapter 11 Case would provide a survivor recovery at a level similar to the agreed settlement in Santa Fe which was recently characterized by *The New York Times* as being “among the largest of its kind involving the Catholic Church in the United States.” See <https://www.nytimes.com/2022/05/18/us/archdiocese-santa-fe-bankruptcy-settlement.html> (last accessed May 20, 2022).

13. The Diocese was incorporated under New York law on March 11, 1887 and is a legal entity with its own corporate structure and governance separate from the parishes and other Catholic entities under the canonical supervision of the Bishop of Rochester.

14. The Diocese is governed by a Board of Trustees consisting of the Bishop, the Vicar General and the Chancellor of the Diocese. The territory over which the Bishop exercises canonical supervision encompasses the following twelve counties in Western New York: Monroe, Wayne, Yates, Ontario, Cayuga, Seneca, Tompkins, Tioga, Chemung, Schuyler, Livingston, and Steuben. The Bishop of the Diocese is the Most Reverend Salvatore R. Matano. There are currently 86 parishes (each, a “Parish,” and collectively, the “Parishes”) and approximately 300,000 Catholic individuals residing in the territory of the Diocese.

THE INSURANCE POLICIES

15. At various times from at least 1943 to the present, in consideration of premiums paid by the Diocese, or other DOR Entities, various insurance companies sold primary general liability insurance policies, as well as certain umbrella and/or excess liability policies (collectively, the “Insurance Policies”), providing coverage for the DOR Entities.

16. In general, the Insurance Policies are liability policies that provide coverage, subject to their terms, conditions, and limitations, for liability claims based on bodily injury, as long as any part of the injury took place, and with regard to certain Insurance Policies a claim was made, during the policy period.

17. From March 1, 1952 to June 1, 1977, the Diocese purchased primary insurance policies from CNA. These policies provide per accident or per occurrence limits of liability increasing from \$50,000 in 1952 to \$500,000 in 1977. Additionally, the Diocese purchased

excess policies from CNA for the periods from June 1, 1969 to June 1, 1972 and from June 1, 1975 to June 1, 1977. These excess CNA policies provide \$3 million per occurrence.

18. LMI subscribed to certain policies that cover claims that allege abuse between June 1, 1977 and July 1, 1988. Subject to their terms, conditions, and limitations, the LMI policies indemnify the insured for all sums which the insured shall be obligated to pay by reason of liability for damages and expenses on account of personal injury.

19. The LMI primary policies provide coverage of \$125,000 per occurrence in excess of a \$75,000 self-insured retention (“SIR”) which operates similar to a deductible. LMI also provided excess policies in certain years providing \$5 million of coverage in excess of \$5 million.

20. Interstate sold insurance policies providing excess indemnity coverage to the Diocese for policy periods running from September 1, 1978 to July 1, 1986. Subject to their terms, conditions, and limitations, the Interstate policies indemnify the insured for the amount of loss which is in excess of the applicable limits of liability of an underlying insurance policy (which in most cases is an LMI policy). The limits of the Interstate excess policies are \$4.8 million per occurrence until the 1985-1986 period, when Interstate policy limits decreased to \$800,000 per occurrence. During the July 1983 to 1985 periods, Interstate also provided insurance in excess of the LMI excess policies. The limits of those Interstate policies are \$15 million per occurrence in excess of \$10 million.

21. Beginning July 1, 2009, the Diocese purchased claims-made sexual misconduct coverage from Underwriters with a retroactive date of coverage starting June 13, 1988. The primary limit for sexual misconduct in each policy period is \$1 million per claim and \$2 million in the aggregate. The Diocese also purchased excess policies from Underwriters providing \$10

million per claim. The Underwriters excess policies have a continuity date of July 2009, which applies to \$5 million excess of \$1 million, and a continuity date of July 2010, which corresponds to \$5 million excess of \$6 million.

SURVIVOR CLAIMS

22. On January 28, 2019, the New York State Legislature passed the Child Victims Act (A.2683/S.2440) (the “CVA”). The legislation was signed by the governor and became law on February 14, 2019. The CVA modified New York’s statute of limitations and created what was initially a one-year “window” during which victims of child sex abuse could commence previously time-barred civil actions. The legislation was subsequently amended to extend the window for a second year through August 13, 2021.⁴

23. As a result of the CVA, multiple claims and suits allege that the Diocese and/or DOR Entities are liable for damages stemming from purported negligence in connection with the alleged acts of child sexual abuse (“Survivor Claims”). The Diocese’s primary purpose for filing the Chapter 11 Case was to reorganize the Diocese’s financial affairs to address, and provide a forum for the equitable and expedient resolution of, Survivor Claims.

24. On February 25, 2020, this Court entered an Order establishing August 13, 2020 as the deadline for filing all claims, including Survivor Claims, in this Chapter 11 Case [Docket No. 425]. Approximately 513 unique claimants⁵ filed proofs of claim asserting Survivor Claims (“POCs”), of which approximately 471 were received timely and 42 were filed after the Court’s bar date. The POCs allege various degrees of abuse by perpetrators alleged to be priests of the Diocese, employees of DOR Entities, clerics and sisters of religious orders, and other third

⁴ The CVA also extended the statute of limitations for claims that were not time-barred on its date of passage, permitting child victims to commence timely civil actions until they reach 55 years of age.

⁵ Some claimants filed multiple proofs of claim.

parties. The DOR Entities' liability for Survivor Claims is, from a legal perspective, contingent, unliquidated, and disputed.

25. The table below illustrates the number of timely and late-filed POCs that implicate the policies issued by each of the Settling Insurers:⁶

Insurer	Timely Filed POCs	Late-Filed POCs
LMI	159	14
Interstate	140	12
CNA	335	25
Underwriters	41	7

26. The Diocese has reviewed all POCs that have been filed in this Chapter 11 Case and has determined that approximately one-quarter to one-third allege what insurers are likely to assert would be, from either an insurance recovery and/or legal liability perspective, low- or no-value claims because, among other reasons, they (i) were not timely filed; (ii) allege abuse perpetrated by individuals over whom the Diocese does not exercise control; (iii) allege abuse at facilities over which the Diocese does not exercise control; (iv) allege abuse at churches that are not affiliated with the Diocese or the Catholic Church; (v) allege abuse by third parties associated with non-Diocesan entities; (vi) allege claims where plaintiffs are unlikely to be able to satisfy the requisite burden of proof; (vii) allege abuse for which liability is questionable or for which potential damages are limited; or (viii) are otherwise susceptible to a speedy dismissal as a matter of law.

THE COVERAGE ACTION

27. On November 14, 2019, the Diocese commenced the Coverage Action by filing a Complaint against the Settling Insurers and other insurance carrier defendants for breach of

⁶ Some POCs implicate multiple policies. For example, many proofs of claim that implicate LMI primary policies also occur in years where Interstate provided excess coverage. In other instances, proofs of claim may allege abuse spanning policy years covered by different insurers.

contract and declaratory judgment, seeking a declaration of the rights, duties, and liabilities of the parties pursuant to the terms of their respective policies and damages [Adv. Dkt. No. 1].

28. On March 10, 2020, the Court entered an *Order Directing Mediation and Appointing Mediator* [Adv. Dkt. No. 39] (the “Mediation Order”). The Mediation Order (i) referred the claims asserted in the Coverage Action to mediation; (ii) appointed the Honorable Gregg W. Zive, United States Bankruptcy Judge, as mediator; and (iii) directed that the Diocese, all insurer defendants, the Committee, counsel for holders of Survivor Claims, and the *ad hoc* committee of Parishes participate in the mediation process.

29. Beginning in October 2020, the Diocese, the Committee, the Settling Insurers and the other parties to this action participated in more than a dozen days of formal mediation sessions with Judge Zive. Moreover, the Diocese has engaged in hundreds of informal mediation discussions with the Settling Insurers and the Committee.⁷

INSURER RESPONSES TO COVERAGE CLAIMS

30. While mediation has been productive, there remains a significant divergence in the positions of the parties with respect to several issues, including, but not limited to: (i) the legal liability (if any) of the DOR Entities for Survivor Claims, (ii) the valuation of Survivor Claims, and (iii) the Settling Insurers’ responsibility to provide coverage for any liability the DOR Entities may have.

31. The Settling Insurers have acknowledged the relevant policies, but nevertheless asserted numerous coverage defenses.

⁷ The Diocese has recently become aware of at least one additional policy issued by The Hartford Financial Services Group, Inc. (“Hartford”) that appears to provide coverage for a limited period of time beginning June 1, 1978. The Diocese was previously unaware of this policy, accordingly, Hartford has not been involved in the mediation or settlement discussions to date, but represents a potential source of additional recovery for the Trust.

32. For example, LMI argued that the Diocese was responsible for paying a SIR with respect to each occurrence. As the SIR is \$75,000 for each occurrence during the periods from June 1, 1977 to July 1, 1986, LMI therefore effectively contended that the Diocese would potentially have to pay tens of millions of dollars to satisfy the SIRs. LMI also asserted that certain policies effective for the periods from July 1, 1986 to July 1, 1988, which provided claims made coverage, would not be implicated because the claims at issue were not made during those periods and those policies were subject to sexual misconduct exclusions. In addition, LMI contended that their liability is reduced because they only subscribed to cover 80% or 90% of losses on certain policies, and because certain subscribing LMI responsible for providing coverage are insolvent. LMI/Interstate also disputed whether certain claims alleged abuse during their policy periods and suggested that a significant number of claims in their periods were of low or no value or were filed after the proof of claim deadline.

33. LMI also contended that coverage for certain claims was barred in whole or in part by certain terms, conditions, limitations, and exclusions under some or all of their policies. For instance, LMI asserted that the Diocese had the burden of proving, among other things, that the abuse was caused by an “occurrence” under the policies. According to LMI, certain claims alleged injuries that were not caused by an “occurrence” to the extent the Diocese might have been aware of the alleged perpetrator’s propensity for or history of abuse prior to or during the alleged abuse, and failed to take appropriate action in response.

34. Interstate’s policies for the most part provide coverage in excess of LMI primary policies. Accordingly, Interstate argued that many of the defenses asserted by LMI were equally applicable to Interstate. Moreover, Interstate argued that many occurrences would not result in losses sufficient to hit Interstate’s excess layer of coverage.

35. CNA has contended that it was not provided with notice of certain claims, or of the occurrence forming the basis of such claims, within a reasonable time period, and therefore asserts a generic “late notice” defense. CNA has also contended that coverage for certain claims was barred in whole or in part by certain terms, conditions, limitations, and exclusions under some or all the CNA policies. For instance, CNA asserted that some or all of its policies limit coverage obligations to those caused by an “accident” and that caused “bodily injury.” According to CNA, certain claims alleged injuries that may not be “bodily injuries.” CNA has also asserted that the Diocese may have had prior knowledge of the proclivities of alleged perpetrator(s) and that certain occurrences therefore were not the result of an “accident.” CNA also disputed whether certain claims alleged abuse during its policy periods or named particular non-debtor entities as insureds or additional insureds.

36. Underwriters have also contended that coverage might not be available based upon assertions that claims were known to the Diocese prior to the inception of the applicable policies, assertions that claims involve conduct by a perpetrator where the Diocese had notice of the propensity for abuse, and assertions that certain abuse first occurred prior to the continuity date specified in Underwriters’ policies.

37. The Diocese disputes the legal and factual basis for many of the defenses asserted by the Settling Insurers. Nevertheless, if the Settling Insurers were to prevail on some or all of their defenses in the Coverage Action it would severely limit their liability to the DOR Entities and could even prevent any recovery in its entirety, consequently shrinking the pool of assets available to satisfy Survivor Claims

CLAIM VALUATION EXPERT

38. The Diocese has retained Jessica B. Horewitz, Ph.D. and the firm of Gnarus Advisors LLC (“Gnarus”) as its expert to provide claim valuation services with respect to

Survivor Claims. Dr. Horewitz and her team at Gnarus have reviewed the POCs filed in this Chapter 11 Case and have provided the Diocese with an initial indication of Dr. Horewitz's opinion as to the aggregate value of the Survivor Claims. Dr. Horewitz has confirmed that Gnarus' initial analysis supports a valuation range for abuse claims consistent with the level of funding the Diocese intends to propose for the Trust in its Plan. Accordingly, the Diocese respectfully submits that it is exercising sound business judgment by entering into the proposed settlements as a key component of funding the Trust.

SUMMARY OF THE SETTLEMENT AGREEMENTS⁸

39. The proposed settlement agreements provide for a total of \$107,250,000 to fund the Trust to be established pursuant to the Diocese's chapter 11 Plan to satisfy Survivor Claims.

The settlement agreements contemplate the following transactions:

- a. Subject to the Court's approval of the settlement agreements, the proposal of a Plan (i) that establishes the Trust for the payment of Survivor Claims, and which shall be funded, in part, with settlement payments from the Settling Insurers, and (ii) that provides for an injunction upon confirmation channeling any Survivor Claims against the Subject Policies, the DOR Entities, or the Settling Insurers to the Trust.
- b. Subject to confirmation of the Plan, the sale of the Subject Policies to the Settling Insurers in exchange for the payment of the applicable settlement amounts and the exchange of mutual releases between the DOR Entities and the Settling Insurers.
- c. To the extent the Settling Insurers or the DOR Entities incur costs in connection with the defense, indemnity, settlement or satisfaction of Survivor Claims asserted against DOR Entities prior to confirmation of the Plan and establishment of the Trust, such costs may be set off

⁸ The summary contained herein is provided for convenience only and is qualified in its entirety by the provisions of the actual settlement agreements, which are attached as **Exhibits A** through **D** to this Motion. Interested parties should review the attached settlement agreements in their entirety.

against the payments to be made by the Settling Insurers, and settlement proceeds may be used to reimburse the applicable DOR Entities, with any balance remaining used to fund the Trust.

DISCUSSION

A. Entering into the settlement agreements is in the best interest of the Diocese's estate.

The Court has authority to approve the settlement pursuant to Bankruptcy Rule 9019 and section 105 of the Bankruptcy Code.

40. Bankruptcy Rule 9019 provides, in pertinent part: “On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). Section 105(a) of the Bankruptcy Code further provides: “The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

41. Settlements and compromises are not only permitted in bankruptcy, they are favored and encouraged because they minimize costs of litigation and further parties' interest in expediting administration of the bankruptcy estate. *Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 455 (2d Cir. 2007) (“In Chapter 11 bankruptcies, settlements also help clear a path for the efficient administration of the bankrupt estate, including any eventual plan of reorganization.”).

42. When deciding whether to approve a proposed settlement, a court must determine whether the proposal is “fair and equitable” and “in the best interests of the estate.” *In re Drexel Burnham Lambert Group, Inc.* 134 B.R. 493, 496 (Bankr. S.D.N.Y. 1991); *In re Texaco*, 84 B.R. 893, 902 (Bankr. S.D.N.Y. 1988).

43. A court need not conduct an independent investigation in formulating its opinion as to the reasonableness of a settlement. *In re McCoy*, 496 B.R. 678, 683 (Bankr. E.D.N.Y. 2011) (holding that a court need not rule on disputed issues of fact and law or “conduct a ‘mini-

trial’ on the merits of the underlying litigation.”). In fact, the court need only determine whether the settlement “fall[s] below the lowest point in the range of reasonableness.” *In re W.T. Grant Co.*, 699 F.2d 599, 613 (2d Cir. 1983) quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir.), cert. denied sub. nom. *Benson v. Newman*, 409 U.S. 1039 (1972) (proposed settlement approved where it could not be regarded as below the lowest point in the range of reasonableness); *In re Int’l Distr. Centers, Inc.* 103 B.R. 420, 422-23 (S.D.N.Y. 1989) (affirming bankruptcy court’s approval of proposed settlement on ground that settlement met or exceeded lowest standard of reasonableness); *In re Best Products Co., Inc.*, 168 B.R. 35, 50-51 (Bankr. S.D.N.Y. 1994), appeal dismissed, 177 B.R. 791 (S.D.N.Y. 1995) *aff’d*, 69 F.3d 26 (2d Cir. 1995).

44. Although it is the movant’s burden to establish that the proposed compromise is fair and equitable and in the best interests of the estate, that “burden is not high.” *In re Roqumore*, 393 B.R. 474, 480 (Bankr. S.D. Tex. 2008) (emphasis added).

The Court should approve the proposed settlements.

45. Second Circuit precedent suggests the Court should weigh the following factors in determining the reasonableness of a proposed settlement and whether it is fair and equitable:

- (a) the balance between the possible litigation success and the settlement’s future benefits;
- (b) the likelihood of complex and protracted litigation and the consequent inconvenience, expense, and delay;
- (c) the interests of creditors, including the relative benefits to each class of creditors and the degree to which they either do not object to or affirmatively support the proposed settlement;
- (d) whether other parties in interest support the settlement;
- (e) the competency and experience of counsel supporting the settlement;

- (f) the experience and knowledge of the bankruptcy judge reviewing the settlement;
- (g) the nature and breadth of releases to be obtained by officers and directors; and
- (h) the extent to which the settlement is the product of arm's length bargaining.

In re Iridium Operating LLC, 478 F.3d at 465; *In re Daticon, Inc.*, 2006 Bankr. LEXIS 3704 (D. Conn. December 22, 2006) at *52, citing *In re Matco Electronics Group, Inc.*, 287 B.R. 68, 75 (Bankr. N.D.N.Y. 2002).

46. Importantly, courts “can give more weight to one or more of the above-referenced factors than to the other factors.” *In re DeRosa-Grund*, 567 B.R. 773, 785 (Bankr. S.D. Tex. 2017), citing *In re Bard*, 49 Fed. App'x 528, 532-33 (6th Cir. 2002). Moreover, these factors are not exclusive, a court examining the reasonableness of a compromise may consider “[a]ll other factors bearing on the wisdom of the compromise.” *In re Shankman*, 2010 Bankr. LEXIS 619 at *7 (Bankr. S.D. Tex. March 2, 2010); *In re Roqumore*, 393 B.R. 474 at 479.

47. Evaluated against the relevant factors, the Diocese respectfully submits that the proposed settlements should be approved:

(a) *Possible litigation success and the settlements' future benefits*

48. The Coverage Action remains pending and seeks declaratory relief concerning the Settling Insurers' duties to defend and indemnify the Diocese under the Subject Policies with respect to the Survivor Claims and damages relief for breach of contract based on CNA and LMI/Interstate's failure to defend and indemnify.

49. The Diocese submits that it has satisfied all material obligations on its part under Subject Policies and consequently, the Settling Insurers are obligated to pay in full the expenditures made by the Diocese to defend itself against the Survivor Claims. The Settling

Insurers have generally denied coverage is available under the Subject Policies and opposed the relief requested in the Coverage Action.

50. The Settling Insurers have raised, through reservation of rights letters and other materials and information exchanged through mediation, numerous and complex legal and factual issues that would need to be resolved before a court could make a decision on whether the Subject Policies provide coverage, and the extent of such coverage, if available. While the Diocese believes it has strong arguments in support of coverage, the Settling Insurers are likely to vigorously pursue the defenses proffered to date and litigation inevitably carries certain risks and inherent delays. The nature of the claims and defenses at issue are such that, even if one assumes a relatively low probability that the Settling Insurers will prevail on their coverage defenses, the effect of a successful defense would be disastrous and could severely reduce the ability of the Diocese and other DOR Entities to compensate survivors. Even if the Diocese is ultimately likely to prevail, there is no guarantee that the result of litigation would be more favorable than the proposed settlement terms. Accordingly, the Diocese respectfully submits that the potential upside of continued litigation at this point is significantly outweighed by the potential downside, especially in light of the substantial settlement offers currently before the Court.

51. Conversely, if the proposed settlements are approved, they will: (i) provide a concrete financial benefit to the estate, specifically earmarked for Survivor Claims; (ii) eliminate the underlying uncertainty of litigation; and (iii) avoid the expenditure of estate resources on expensive and time-consuming coverage litigation.

52. The \$107,250,000 to be received from the Settling Insurers pursuant to the proposed settlements represents a significant step toward funding the Trust and making a

meaningful distribution to holders of Survivor Claims. When combined with the additional \$40,500,000 contribution contemplated by the DOR Entities, as much as \$147,750,000 should be available to fund distributions in satisfaction of allowed Survivor Claims.⁹ Just as importantly, the proposed settlements will advance the Chapter 11 Case toward confirmation by eliminating a significant source of uncertainty surrounding the value of the Diocese's insurance claims, thereby facilitating faster compensation for survivors than could be achieved if the Diocese were to litigate the Coverage Action to its conclusion.

(b) *The likelihood of complex and protracted litigation
and the consequent inconvenience, expense, and delay*

53. As discussed in the foregoing paragraphs, if the issues between the Settling Insurers and the Diocese must be litigated, the result will be complex litigation involving federal law, state law, and bankruptcy-specific considerations. The claims and causes of action asserted in the Coverage Action are multifaceted and many may be matters of first impression in this Court and under New York law. Any such litigation, including potential appeals, would significantly delay the Diocese's restructuring efforts (and hence, the Diocese's ability to compensate survivors) likely by several years if not decades, and most certainly will burden the Diocese's estate with additional administrative expenses. *See In re The Roman Catholic Diocese of Syracuse, New York*, 628 B.R. 571, 578 (Bankr. N.D.N.Y. 2021).

54. In light of the uncertainty surrounding the ultimate outcome of litigation, the certainty of additional delay and costs, the unfortunate fact that some survivors will not live long

⁹ To the extent Survivor Claims are litigated prior to confirmation of the Plan and establishment of the Trust, the Settling Insurers and/or DOR Entities, including the Diocese and any of its shared insurance participants, may incur costs relating to the defense, settlement or indemnity of such litigation. The proposed settlements provide for any payments made by the Settling Insurers to be deducted from their settlement payments, and for settlement proceeds to reimburse any costs incurred by the DOR Entities, with any remaining proceeds being used to fund the Trust. Accordingly, in the event claims against parishes and other DOR Entities are not stayed, defense and indemnity costs could reduce the amount ultimately available to fund the survivor Trust.

enough to benefit from a successful litigation outcome,¹⁰ together with the near certainty that litigation costs would actually reduce the funds available for distribution to survivors, the Diocese submits that this factor strongly favors approval of the proposed settlements with the Settling Insurers.

(c) *The interest of creditors and their
response to the compromise and settlement*

55. The proposed settlements are clearly beneficial to creditors. Settlement allows for the payment of a significant sum to the estate for the benefit of survivors, the primary creditor group in this Chapter 11 Case, without incurring additional administrative expenses which will serve only to reduce creditor recovery. The aggregate \$107,250,000 in proposed settlement proceeds represents an *insurance-only* contribution of more than \$225,000 per Survivor Claim, many of which may be vulnerable to coverage defenses and/or assert claims where the Diocese's liability is questionable at best. These payments will form the basis of the Trust to be established for the benefit of survivors under the Plan. While the Committee has previously argued that "billions" of dollars of insurance coverage should be available, in order to arrive at such an inflated figure the Committee must essentially assume that each and every Survivor Claim (i) is meritorious to begin with, (ii) would prevail at trial based upon available evidence, applicable law, and defenses to liability, (iii) would overcome all of the Settling Insurers' defenses to coverage, and (iv) would result in a verdict approaching the full available per occurrence policy limits. When all relevant risk factors are considered, the Diocese submits that it is a statistical improbability that all of the 471 Survivor Claims would be nearly so successful at trial. More likely, the results would be mixed with some plaintiffs prevailing and securing judgments of varying sizes, while other plaintiffs would fail to meet their burden of proof, or even having

¹⁰ Sadly, one member of the Committee has already died during the pendency of this Chapter 11 Case.

obtained a judgment, find themselves frustrated by meritorious insurer defenses to coverage. While it is understandable that certain plaintiffs might be willing to gamble on their own potential outcome in litigation, the Diocese respectfully submits that to do so with respect to the interests of the creditor body as a whole would be irresponsible.

56. Accordingly, the Diocese believes that the concrete benefit to be obtained through settlement in the form of \$107,250,000 in funding for the Trust will directly benefit survivors and is in their best collective interests because it will allow them to be fairly compensated without undue additional delay.

(d) Whether other parties in interest support the settlement

57. The non-debtor DOR Entities who are co-insureds with equal rights to coverage under the Subject Policies will be parties to the proposed settlements, and they support using the proceeds of the policy buy-back to satisfy Survivor Claims. Accordingly, the parties in interest most directly affected by the proposed settlements are in favor of approval.

58. The Diocese is committed to continuing to work with the Committee and other parties in interest in this Chapter 11 Case to resolve through the mediation process claim-valuation issues necessary to formulate a consensual Plan. To date, there has been a substantial difference of opinion between the Committee's position and that of the other mediation parties as to the appropriate value to be ascribed to Survivor Claims, and the availability and extent of coverage under the Diocese's insurance policies. The Diocese believes that the Committee may not support the proposed settlements and instead may argue that the \$107,250,000 in aggregate settlement proceeds is insufficient in comparison to amounts the insurers might be required to pay as a result of potentially massive jury verdicts which a few individual plaintiffs might obtain

if allowed to liquidate their claims in state court.¹¹ The Diocese is prepared to demonstrate at an evidentiary hearing that, after assessing the countervailing risks and benefits to all parties of further litigation, the proposed settlement proceeds, combined with the additional \$40,500,000 to be contributed by the DOR Entities under the Plan, is sufficient and appropriate to adequately and fairly compensate the survivors for their injuries, and that the Diocese's decision in agreeing to settle its coverage claims against the Settling Insurers more than satisfies the reasonableness standard of Bankruptcy Rule 9019 and the business judgment test under section 363 of the Bankruptcy Code.

59. Moreover, as discussed above, not all factors relevant to a determination under Rule 9019(a) should necessarily be given equal weight, and any consideration of the "judgment value" of Survivor Claims (as compared to settlement value) must take into account the Diocese's own legal and factual defenses in the underlying Survivor Claim litigation. Any potential litigation over Survivor Claim liability and damages is subject to considerable uncertainty. Any consideration of the value to be ascribed to Survivor Claims in the context of this settlement, and this Chapter 11 Case generally, should take into account the risk that plaintiffs may not prevail on their Survivor Claims, the delay in getting to trial, that damages may be minimal, that the substantial majority of any liability established must of necessity be allocated to the actual perpetrators who intentionally inflicted abuse as opposed to the negligence of the Diocese, the possibility of post-trial motion practice or appeals, and the fact that the assets of the Diocese available to pay any judgments that might be obtained are finite. Accordingly, the

¹¹ The Diocese observes that, outside of bankruptcy, such occasional large verdicts would result in significant disparity in the amount recovered by different abuse survivors, and would favor certain litigants based not necessarily upon the merits of their claims or the severity of their abuse, but upon the timing of their trial and the aggressiveness of their counsel. The Diocese filed this Chapter 11 Case in large part to avoid just such inequities.

Diocese respectfully submits that the proposed settlements provide a very reasonable compromise that is in the best interest of abuse survivors.

60. Further, while the Court may consider the perspective of the Committee and individual abuse claimants, the Diocese respectfully submits that neither the claimants nor the Committee has a veto power and the Court can nevertheless approve the proposed settlements over their objections, if any. *See In re Capmark Fin. Grp. Inc.*, 438 B.R. 471, 519 (Bankr. D. Del. 2010) (“[t]here is no *per se* rule that the views of a committee or other creditors are dispositive on the reasonableness of a settlement. A *per se* rule would unduly expose the Debtors to the demands of creditors preferring to risk estate assets in a litigation lottery or litigate under blackmail or strong-arm strategies”) (citing *In re Matco Elecs. Grp., Inc.*, 287 B.R. 68, 77–79 (Bankr. N.D.N.Y. 2002)); *In re Tower Auto. Inc.*, 241 F.R.D. 162, 172 (S.D.N.Y. 2006) (affirming bankruptcy court’s approval of settlements over committee’s objection and reasoning that “[d]espite the Committee’s contentions, it is in the best interest of all parties to go forward with these Settlements so that the Debtors and the Committee can proceed to negotiate a plan and end to these cases”); *Vaughn v. Drexel Lambert Grp., Inc. (In re Drexel Burnham Lambert Grp., Inc.)*, 134 B.R. 499, 505–07 (Bankr. S.D.N.Y. 1991) (approving settlement over creditor’s committee objection, reasoning that “although [the court] may consider a creditor’s objection to the proposed compromise, the objection is not controlling and will not bar approval”).

61. The Diocese respectfully submits that the proposed settlements are fair and reasonable and that their overall benefit to the estate should outweigh any opposition that may be raised.

(e) The competency and experience of counsel

62. Each of the Settling Insurers is represented by experienced bankruptcy and insurance coverage counsel. Many of the attorneys representing the Settling Insurers have represented either the Settling Insurers, or other carriers, in other mass tort cases, including chapter 11 cases involving Catholic dioceses. The Diocese is also represented by experienced bankruptcy counsel (Bond Schoeneck & King, PLLC) that regularly appears in this Court and is familiar with the bankruptcy issues affecting the settlement, special insurance counsel (Blank Rome LLP) experienced in coverage litigation and complex insurance settlements, including several prior settlements of diocesan insurance claims in bankruptcy, and experienced state court litigation counsel (Harris Beach PLLC) familiar with the merits of the underlying Survivor Claims. Counsel for all parties involved participated in the negotiations that resulted in the proposed settlements.

(f) Experience and knowledge of the bankruptcy court judge

63. This Court is unquestionably experienced in evaluating settlements in a bankruptcy context.

(g) The nature and breadth of releases to be obtained by officers and directors

64. The releases that the DOR Entities, on the one hand, and the Settling Insurers, on the other hand, are giving and receiving under the proposed settlements are limited solely to claims that impact the Subject Policies and any potential extracontractual allegations that the DOR Entities may have or claim to have against the Settling Insurers based on their conduct with respect to the Subject Policies.

65. Further, as contemplated by the proposed settlements, the Plan will provide, and the parties will ask the Court to order at confirmation, that all Survivor Claims will be channeled

to the Trust which is being funded, in part, by the \$107,250,000 in settlement payments from the Settling Insurers.¹² This approach is consistent with the manner in which many other diocesan chapter 11 cases involving similar Survivor Claims and insurance issues have been successfully resolved.

66. As the Court is aware, on December 16, 2021, the United States District Court for the Southern District of New York entered a decision reversing a bankruptcy court order confirming the chapter 11 plan of Purdue Pharma. *In re Purdue Pharma, L.P.*, 635 B.R. 26 (S.D.N.Y. 2021). The facts in *Purdue* are clearly distinguishable from this case. In *Purdue* members of the Sackler family were among the primary wrongdoers in facilitating the sale of addictive prescription opioid medications to advance their own pecuniary interests and engaged in a years-long campaign to extract assets from the company and to place them in offshore jurisdictions beyond the reach of creditors. The Sacklers then insisted on receiving releases in exchange for returning to the estate only a portion of certain assets were very arguably recoverable fraudulent transfers. Here, in contrast, there is no suggestion that the DOR Entities wrongfully acquired their rights as co-insureds under the Subject Policies (which they are proposing to compromise in exchange for the benefit of a channeling injunction) nor are there any reasonable contentions that any of the DOR Entities specifically acted with malice or an intent to harm survivors. The claims against the DOR Entities, to the extent they have any merit at all, sound in negligence. The only intentional tortfeasors – the perpetrators of abuse – will not receive the benefit of any channeling injunction. Moreover, because the primary responsibility

¹² The Diocese notes that, in addition to contributing part of the additional \$40.5 in funding for the Trust, the parishes and other DOR Entities will, pursuant to the proposed settlements, release their interests in coverage under the Subject Policies as co-insureds to facilitate the implementation of the settlement and the payment of the settlement proceeds. By doing so, the DOR Entities are providing a valuable contribution, important to the overall success of the Plan, and thereby giving consideration for any benefit they will receive under a channeling injunction included as part of the Plan and any order confirming the Plan.

for assigning clergy falls to the Diocesan Bishop, any negligence claims against the DOR Entities relating to the placement or oversight of clergy are derivative of their relationship with the Diocese, and *Purdue* expressly recognized that the bankruptcy court “had undoubted authority to release and enjoin” such derivative claims. *Id.* at 91. Lastly, the Diocese notes that the Southern District’s decision in *Purdue* is not binding upon this Court, and is currently the subject of an expedited appeal before the United States Court of Appeals for the Second Circuit. In the unlikely event the Court of Appeals reverses decades of prior precedent and holds that bankruptcy courts are not authorized to issue channeling injunctions or confirm plans providing third-party releases outside of the asbestos context, the proposed settlements provide the Diocese with a right to terminate the settlements, restoring the parties to the *status quo ante* with respect to the Coverage Action. Accordingly, the Diocese respectfully submits that *Purdue* should not be an impediment to this Court’s approving the proposed settlements as fair, reasonable and in the best interests of the Diocese and survivors.

(h) *The extent to which the settlement is
the product of arm’s length bargaining*

67. The proposed settlements were negotiated at arm’s length. The Diocese and each of the Settling Insurers were represented by competent counsel, and the business terms were negotiated not only by counsel, but also by the parties’ respective business leaders and representatives, over the course of many formal and informal mediation sessions and many months.

68. Based upon the foregoing, and the testimony and other evidence to be adduced and elicited at an evidentiary hearing, the Diocese respectfully submits that it can satisfy its burden under Bankruptcy Rule 9019(a) and section 105(a) of the Bankruptcy Code to show

reasonableness and requests that the Court enter an order approving the proposed settlement agreements in their entirety.

B. The Diocese has articulated a legitimate business reason to implement the proposed settlement by selling the Subject Policies to LMI/Interstate pursuant to section 363(b) of the Bankruptcy Code.

69. Section 363(b) of the Bankruptcy Code permits a debtor in possession to “use, sell, or lease, other than in the ordinary course of business, property of the estate” after notice and a hearing.” 11 U.S.C. § 363(b)(1). A debtor in possession is given these rights by operation of section 1107(a) of the Bankruptcy Code. *See* 11 U.S.C. §1107(a). Moreover, section 105(a) of the Bankruptcy Code provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. §105(a).

70. Courts have uniformly held that approval of a proposed sale of property pursuant to section 363(b) of the Bankruptcy Code is appropriate if a court finds that the transaction represents a reasonable exercise of business judgment on the part of the debtor. *See e.g., In re Chateaugay Corp.*, 973 F.2d 141 (2d Cir. 1992); *Comm. of Equity Sec. Holders v. Lionel Corp (In re Lionel Corp.)*, 772 F.2d 1063, 1071 (2d Cir. 1983); *see also Official Committee of Subordinated Bondholders v. Integrated Resources, Inc. (In re Integrated Resources, Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (“the business judgment rule is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interest of the company”) (internal quotations omitted), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993).

71. Courts generally show great deference to a debtor in possession’s decisions when applying the business judgment standard. *See In re Global Crossing, Ltd.*, 295 B.R. 726, 744

n.58 (Bankr. S.D.N.Y. 2003) (“[T]he Court does not believe that it is appropriate for a bankruptcy court to substitute its own business judgment for that of the [d]ebtors and its advisors, so long as they have satisfied the requirements articulated in the caselaw.”). Deference should be given except in those rare instances where the debtor’s business judgment is “so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.” *Lubrizol Enterprises, Inc. v. Richmond Metal Finishers, Inc.* (*In re Richmond Metal Finishers, Inc.*), 756 F.2d 1043, 1047 (4th Cir. 1985); *see also, In re Integrated Res., Inc.*, 147 B.R. at 656 (“The business judgment rule is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.”) (internal citations omitted).

72. There are sound business reasons in support of the proposed settlements. First, the proposed settlements will result in up to \$107,250,000 in cash proceeds to fund the Trust for resolution of Survivor Claims. Notably, the combined contributions from LMI and Interstate represent a 25% increase over the prior settlement proposal. Second, the Subject Policies’ value, and the ability of some Settling Insurers to pay claims thereunder, could decrease over time. Third, litigation regarding coverage for Survivor Claims carries significant risk and would involve lengthy delays and additional costs. Accordingly, the Diocese has a valid business justification for settling its claims against the Settling Insurers.

C. The requirements of Bankruptcy Code section 363(f) are satisfied.

73. Section 363(f) of the Bankruptcy Code permits debtors, with court approval, and subject to the satisfaction of certain enumerated conditions, to sell assets free and clear of all liens, claims, interests, charges and encumbrances (with any such liens, claims, interests, charges and encumbrances attaching to the net proceeds of the sale with the same rights and priorities

therein as in the sold assets).¹³ Section 363(f) is drafted in the disjunctive, meaning the proposed sale of the Subject Policies back to the Settling Insurers need only satisfy one of the five statutory requirements. *See Reiter v. Sonotone Corp.*, 442 U.S. 330, 339 (1979); *Scherer v. Fed. Nat'l Mort. Ass'n (In re Terrace Chalet Apartments, Ltd.)*, 159 B.R. 821, 827 (N.D. Ill. 1993).

74. Here, the Diocese may implement the proposed settlements by selling the Subject Policies back to the Settling Insurers free and clear of any claims or other interests – for several independent reasons: (i) nonbankruptcy law permits a negotiated settlement “of an insured’s cause of action against its insurer free and clear of any interest of an injured party whose tort claim would trigger the insurer’s duty to defend and indemnify the insured,” *see In re Dow Corning Corp.*, 198 B. R. 214, 245 (Bankr. E.D. Mich. 1996); (ii) the only entities with an undisputed interest in the Subject Policies (the DOR Entities) will consent to the sale; and (iii) to the extent any plaintiff may assert that they have an interest in the Subject Policies as the holder of a Survivor Claim, (x) such interest, as well as the underlying Survivor Claim, is subject to a bona fide dispute and (y) survivors could be compelled to accept a money satisfaction of their Survivor Claims and their interests (if any) in the Subject Policies.

¹³ Section 363(f) of the Bankruptcy Code provides:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. §363(f).

D. The Settling Insurers are entitled to the protections of Bankruptcy Code section 363(m).

75. The Bankruptcy Code does not define “good faith purchaser.” The Second Circuit, however, has “adopted a traditional equitable definition: ‘one who purchases the assets for value, in good faith and without notice of adverse claims.’” *In re Gucci*, 126 F.3d 380, 390 (2d Cir. 1997) quoting *Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985). “Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *In re Colony Hill Assocs.*, 111 F.3d 269, 276 (2d Cir. 1997) (citation omitted).

76. The proposed settlements are the culmination of multiple mediation sessions, over several months, conducted at arms-length, under the supervision of a well-credentialed, independent mediator, with a national reputation as well as extensive external negotiations. As such, the Settling Insurers are entitled to the protections afforded to a good faith purchaser under Bankruptcy Code section 363(m).

E. The releases and injunctions contemplated in the settlement agreements are necessary and appropriate.

77. As a corollary to the Court’s power to dispose of assets free and clear of liens and encumbrances, the Court has authority to issue injunctions and releases for the benefit of third parties. *See, e.g., In re Energy Co-op., Inc.*, 886 F.2d 921, 929 (7th Cir. 1989) (“The power of the court under [§ 105(a)] also includes the power to issue an injunction enjoining third parties from pursuing actions which are the exclusive property of the debtor estate and are dismissed pursuant to a settlement agreement”); *MacArthur Co. v. Johns-Manville Corp.*, 837 F.2d 89,93 (2d Cir. 1998).

78. At their core, bankruptcy courts are courts of equity, and a bankruptcy court's "equitable powers are traditionally broad." See *Airadigm Commc'ns, Inc. v. F.C.C. (In re Airadigm)*, 519 F.3d 640, 657 (7th Cir. 2008) (citing *United States v. Energy Res. Co.*, 495 U.S. 545 (1990)). Section 105 of the Bankruptcy Code is one of the many mechanisms by which bankruptcy courts are authorized to effectuate their equitable powers. *Id.* Section 105(a) authorizes a bankruptcy court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Section 1123(b)(6) permits a bankruptcy court to "include any other appropriate provision [in a chapter 11 plan] not inconsistent with the applicable provisions of this title." 11 U.S.C. § 1123(b)(6). This authority "permits [a] bankruptcy court to release third parties from liability to participating creditors if the release is 'appropriate' and not inconsistent with any provision of the bankruptcy code." *In re Airadigm*, 519 F.3d at 657; *In re Ingersoll, Inc.*, 562 F.3d 856, 864 (7th Cir. 2009) (sections 105(a) and 1123(b)(6) allow bankruptcy courts to release third parties from liability to bankruptcy proceeding creditors).

79. The Second Circuit and the majority of federal circuits recognize that bankruptcy courts have the authority to issue third party releases and injunctions. *S.E.C. v. Drexel Burnham Lambert Grp., Inc. (In re Drexel Burnham Lambert Grp., Inc.)*, 960 F.2d 285 (2d Cir. 1992); *Deutsche Bank AG v. Metromedia Fiber Network, Inc. (In re Metromedia Fiber Network, Inc.)*, 416 F.3d 136, 1412 (2d Cir. 2005); *In re A.H. Robins Co.*, 880 F.2d 694, 702 (4th Cir. 1989); *In re Specialty Equip. Cos.*, 3 F.3d 1043, 1047 (7th Cir. 1993). Furthermore, As discussed in greater detail at paragraph 66 *supra*, the Southern District's decision in *Purdue* is distinguishable on its facts and, at any rate, is not binding on this Court.

The contemplated releases and proposed injunctions to be included in the Plan and confirmation order are narrowly tailored.

80. A narrowly tailored release covers only claims arising from or related to the bankruptcy case and does not result in a full-fledged “bankruptcy discharge.” *See In re Ingersoll*, 562 F.3d at 865. Here, the releases contemplated in the proposed settlements, and the injunctions contemplated in the Plan and any order confirming the Plan, are appropriately tailored to the facts and circumstances surrounding this Chapter 11 Case and are a critical component of the settlement with the Settling Insurers and the Plan. Eliminating either would jeopardize the success of this Chapter 11 Case. In contrast to the broad global release criticized by the Second Circuit in *Metromedia*, the releases contemplated in the proposed settlements relate only to claims that the DOR Entities or the Settling Insurers could assert with respect to the Subject Policies. Moreover, the injunctions contemplated to be included in the Plan and any order confirming the Plan will channel to the Trust only (i) Survivor Claims and (ii) other causes of action arising under or related to the Diocese’s insurance policies, and then only to the extent such claims are asserted against (x) the Diocese, (y) DOR Entities and others who have made a substantial contribution to the Plan (including by contributing to the Trust and settling their rights as co-insureds with the Diocese), or (z) the Settling Insurers and others who subsequently settle their liability with respect to the Diocese’s insurance coverage claims. The injunctions contemplated in the proposed settlements will not provide a global discharge of, or enjoin the prosecution of, other claims that may be brought against the Settling Insurers or the DOR Entities.

81. Ultimately, the determination of whether the releases and injunctions are permissible is a matter reserved to this Court’s discretion. *See In re Tops Holding II Corp.*, Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Nov. 8, 2018), Hr’g Tr. 63:18-24 (ECF No. 783)

(finding that the court had core jurisdiction to consider whether to approve third-party releases); *In re Millennium Lab Holdings II, LLC*, 575 B.R. 252, at 273, 287 (Bankr. D. Del. 2017) (finding that the court had statutory authority to consider a plan that included third-party releases as a core proceeding).

The releases and injunctions are essential components of the proposed settlements and the Plan.

82. The Diocese's ability to successfully provide meaningful recompense for abuse survivors is dependent upon its ability to fund a plan of reorganization with insurance contributions. The proposed settlements are an essential component of the Diocese's forthcoming Plan. Neither the Settling Insurers nor the DOR Entities who are co-insureds on the Subject Policies would have agreed to settle without the releases and injunctions contemplated in the proposed settlements. If the Settling Insurers do not receive the releases and injunctions, they will not voluntarily contribute any amount, let alone \$107,250,000 to fund the Trust. If the Non-Debtor DOR Entities do not receive the benefit of the injunctions channeling Survivor Claims against them to the Trust, they will neither voluntarily relinquish their rights to coverage under the Subject Policies nor will they contribute to the additional \$40,500,000 infusion which the Plan contemplates will be jointly contributed by the Diocese and the other DOR Entities. There is no other way that the Diocese will be able to raise – at a minimum of expense – \$147,750,000 to fund the Trust. Simply put, without the releases and injunctions, there would be no settlement, and no prospect for confirmation of the Plan.

The releases and injunctions are being given in exchange for good and valuable consideration.

83. The proceeds of the proposed settlements will be paid to the Trust for the benefit of abuse survivors. The Settling Insurers insisted on additional protections, in the form of the releases and injunctions, and have factored the value of that additional protection into the

amounts they are willing to pay to settle the Coverage Action and all other claims by the DOR Entities.

84. The DOR Entities, as additional insureds, have the right to make claims under the Subject Policies. The DOR Entities receive the releases and injunctions in exchange for giving up those rights, which include both the right to receive payment of defense costs in the event of a lawsuit and indemnity coverage for judgments obtained against them. To effectuate a complete policy buy-back as contemplated by the proposed settlements, the buy-back must also include a repurchase of the DOR Entities' insurance rights. However, the DOR Entities will not release their rights under the Subject Policies without obtaining the protection of a section 105 release and channeling injunction. Without the participation and agreement of the DOR Entities to sell back their interests in the Subject Policies, the buy-back, from the Settling Insurers' perspective, would be meaningless, because the Settling Insurers would still face exposure because of the coverage provided to all of the non-debtor DOR Entities.

The releases and injunctions will enable abuse survivors to receive a meaningful distribution.

85. The proposed settlements are a component of the Plan that, once confirmed, will enable the Diocese to fund the Trust with \$147,750,000 for abuse survivors. Absent the releases and injunctions, there would be no settlements. Consummation of the settlements and payment by the Settling Insurers of \$107,250,000 will therefore enable the Diocese to make a meaningful distribution to abuse survivors in an amount that would otherwise not be available absent a very favorable litigation outcome following a protracted and costly adversary proceeding.

F. The proposed settlements are not a *sub rosa* plan.

86. In *Lionel*, the Second Circuit held that a debtor in possession may enter into transactions outside the ordinary course of business pursuant to section 363 of the Bankruptcy

Code if there is an articulated business justification for such transaction. *In re Lionel Corp.*, 722 F.2d 1063, 1069-70 (2d Cir. 1983). “A debtor cannot, however, enter into a transaction that ‘would amount to a *sub rosa* plan of reorganization’ or an attempt to circumvent the chapter 11 requirements for confirmation of a plan of reorganization.” *In re Chrysler LLC*, 405 B.R. 84 (Bankr. S.D.N.Y. 2009) (quoting *Motorola v. Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 466 (2d Cir. 2007). “If, however, the transaction has ‘a proper business justification’ which has the potential to lead toward confirmation of a plan and is not to evade the plan confirmation process, the transaction may be authorized.” *Id.*

87. “A settlement constitutes a *sub rosa* plan when the settlement has the effect of dictating the terms of a prospective chapter 11 plan.” *In re Capmark Financial Group Inc.*, 438 B.R. 471, 513 (Bankr. D. Del. 2010). “To be found to dictate the terms of a plan, the settlement must either (i) dispose of all claims against the estate or (ii) restrict creditors’ rights to vote.” *Id.* (approving settlement with secured lenders involving “cash for collateral” swap over objection by unsecured creditor committee that debtor possessed valid causes of action against lenders and had settled too cheaply where pre-confirmation approval of settlement did not deprive any party of the critical protections of a chapter 11 confirmation process).¹⁴ Conversely, where a settlement does not (i) dispose of all claims against the debtor, (ii) restrict creditors’ rights to vote as they deem fit on a chapter 11 plan, or (iii) dispose of virtually all of a debtor’s assets, it does not constitute an impermissible *sub rosa* plan. *Official Comm. of Unsecured Creditors v.*

¹⁴ *Capmark* also held that a settlement agreement is not a *sub rosa* plan merely because it provides for the exchange of mutual releases. The *Capmark* court recognized that “[r]eleases are a necessary and expected term in a settlement agreement, as the point of settlement is to finally and fully resolve outstanding disputes between the parties. Without such releases, a settlement would be ineffective.” 438 F.3d at 514. Similarly here, the only way to effectuate a full buyback of the Settling Insurers’ policies is to have every insured DOR Entity agree to relinquish their equal rights under such policies. The only practical way to achieve such a result is to provide each of the non-debtor DOR Entities with releases and channeling injunctions in exchange for the substantial contribution of their insurance rights.

Cajun Electric Power Cooperative, Inc. (In re Cajun Electric Power Cooperative), 119 F.3d 349, 355 (5th Cir. 1997).

88. Even large and important settlements may be approved prior to confirmation of a plan where such settlements do not dispose of or release the claims of creditors or restrict their rights to vote on an eventual plan of reorganization. *In re Tower Automotive Inc.*, 241 F.R.D. 162, 169 (S.D.N.Y. 2006). For example, in *Tower Automotive*, the court approved a settlement agreement that provided for the use of a substantial portion of the debtor's unencumbered assets to fund payment of at least 20% of retirement obligations that constituted more than half of all unsecured claims against the debtor, reasoning that such payment would "resolve a necessary pre-condition to any proposed plan of reorganization" and was therefore "essential to, and the first step in facilitating, an ultimate plan of reorganization." *Id.* at 169-70. Similarly here, resolving the insurance contribution to be made by the Settling Insurers is an essential precondition to the Diocese's Plan.

89. Moreover, where a settlement will be implemented only "in accordance with a confirmed chapter 11 plan" and parties in interest are provided with a full opportunity to vote on such plan, the settlement does not constitute a *sub rosa* plan. *In re Nortel Networks, Inc.*, 522 B.R. 491, 508-09 (Bankr. D. Del. 2014). Here, the sale of the Subject Policies and the releases and channeling injunctions in favor of the Settling Insurers and the DOR Entities are all expressly made contingent upon the confirmation of the Plan, which will be subject to all applicable confirmation standards under section 1129 of the Bankruptcy Code. Accordingly, approval of the settlements will not impair the rights of abuse claimants, or any other constituency, to raise any issues in connection with the confirmation of the Plan and the proposed settlements cannot be a *sub rosa* plan.

NOTICE

90. Notice of this Motion will be given to (i) the Office of the United States Trustee for the Western District of New York; (ii) counsel for the Committee; (iii) counsel for each of the defendants in the Adversary Proceeding; (iv) all required governmental agencies; (v) all parties who have formally appeared in this Chapter 11 Case and requested notice in accordance with Rule 2002 of the Federal Rules of Bankruptcy Procedure; (vi) all persons, or their attorneys, known to the Diocese or the DOR Entities to assert Survivor Claims against the Diocese and/or any of the DOR Entities; (vii) the Secretary of the Department of Health and Human Services; (viii) the Centers for Medicare and Medicaid Services; (ix) the United States Attorney for the Western District of New York; (x) all known creditors of the Diocese; and (xi) all other persons who are known to the Parties to have asserted any rights under the Subject Policies or whose interests would otherwise reasonably be expected to be affected by the transactions contemplated in the proposed settlement agreements.

91. In addition, the Diocese will make arrangements for publication notice of the hearing on this Motion to be printed in the national edition of either *The New York Times* or the *USA Today* and in the *Rochester Democrat & Chronicle*. In light of the nature of the relief requested herein, the Diocese respectfully submits that such notice is reasonably calculated under the circumstances to apprise any person who may have an interest in the Subject Policies or whose rights may be affected by the proposed settlements of the pendency of this Motion and that no other or further notice is required or necessary.

CONCLUSION

92. The proposed settlements are the culmination of years of mediation facilitated by Judge Zive and independent negotiations between the Parties. The settlements are an important

part of the Diocese's Plan, and their approval will create a pathway to confirmation whereas continued litigation is likely to be expensive and riddled with delay, without any upside guarantee.

93. In short, the proposed settlements will provide abuse survivors vastly more than the Diocese could have offered when this Chapter 11 Case began and, if approved, will represent a substantial value recovery for the estate. Accordingly, the Diocese respectfully submits that for the reasons set forth herein, and as will be established in an evidentiary hearing before the Court, the Court should approve the proposed settlements attached hereto.

WHEREFORE, the Diocese respectfully requests that the Court enter orders (i) finding that notice of this Motion was adequate under the circumstances; (ii) approving the proposed settlement agreements in their entirety; (iii) authorizing the Diocese to enter into the proposed settlement agreements; and (iv) granting such other and further relief as the Court deems just and proper.

Dated: May 20, 2022

BOND, SCHOENECK & KING, PLLC

By: /s/ Stephen A. Donato
Stephen A. Donato
Charles J. Sullivan
Grayson T. Walter
One Lincoln Center
Syracuse, NY 13202
Telephone: (315) 218-8000
Facsimile: (315) 218-8100
Emails: sdonato@bsk.com
 csullivan@bsk.com
 gwalter@bsk.com

Attorneys for The Diocese of Rochester

Exhibit A

LMI Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the “**Agreement**”) is made this ___th day of May, 2022, by and between the Diocese of Rochester (“**DOR**”)¹ and the other “**DOR Entities**” on the one hand, and certain Underwriters at Lloyd’s, London, and certain London Market Insurance Companies (collectively, “**London Market Insurers**”). (The aforementioned parties are referred to hereinafter collectively as the “**Parties**” or individually as a “**Party**”).

WITNESSETH THAT:

WHEREAS, the “**CVA**” provided for a window for individuals to file civil claims for injury suffered as a result of sexual conduct that were otherwise time-barred;

WHEREAS, as a result of revival, pursuant to the CVA, of certain claims that were otherwise time-barred by the statute of limitations, “**Tort Claims**” were brought against certain DOR Entities;

WHEREAS, certain DOR Entities incurred, and may incur in the future, liabilities, expenses, and losses arising out of the Tort Claims;

WHEREAS, each London Market Insurer severally subscribed the “**Subject Insurance Policies**,” allegedly providing insurance to the DOR Entities;

WHEREAS, the Subject Insurance Policies listed on Attachment A are property of DOR’s bankruptcy estate;

WHEREAS, certain DOR Entities tendered “**Coverage Claims**” to the London Market Insurers to seek insurance coverage for the Tort Claims;

WHEREAS, London Market Insurers dispute the Coverage Claims;

WHEREAS, to address its liabilities for the Tort Claims, on the “**Petition Date**,” DOR filed the “**Bankruptcy Case**” in the “**Bankruptcy Court**”;

WHEREAS, on November 14, 2019, DOR filed the “**Insurance Coverage Action**,” as an adversary proceeding in the Bankruptcy Court;

WHEREAS, several London Market Insurers are named defendants in the Insurance Coverage Action, and dispute the substantive allegations and Coverage Claims asserted against them in the Insurance Coverage Action;

WHEREAS, on December 23, 2019, DOR filed the “**Mediation Motion**”;

¹ Terms in bold, inside quotation marks, are defined in Section 1, Definitions.

WHEREAS, on March 10, 2020, the Bankruptcy Court (i) entered the “**Mediation Order**” approving the Mediation Motion, appointing the “**Mediator**”; and (ii) ordered the “**Mediation Parties**” to mediate the Tort Claims and the Coverage Claims;

WHEREAS, pursuant to the Bankruptcy Court’s order, no defendant filed an Answer or otherwise responded in the Insurance Coverage Action;

WHEREAS, whether or not they (i) were subject to the Tort Claims; or (ii) asserted Coverage Claims against London Market Insurers, the DOR Entities are settling with and releasing the “**LMI Entities**” pursuant to this Agreement;

WHEREAS, it is the intention of the Parties that the DOR Entities shall sell, assign, and transfer the Subject Insurance Policies to the London Market Insurers, and the London Market Insurers shall buy back the Subject Insurance Policies and pay the “**Settlement Amount**” to DOR;

WHEREAS, DOR shall pay the “**Settlement Amount**” to the “**Trust**” for the benefit of the “**Channeled Claimants**”;

WHEREAS, it is the intention of the Parties that any and all “**Interests**” in or to the Subject Insurance Policies be extinguished, ended, and forever terminated;

WHEREAS, it is the intention of the Parties that (i) the DOR Entities shall (a) not retain any right, title, or Interest in or to the “**Subject Insurance Policies**”; and (b) release the LMI Entities from all “**Released Claims**”; and (ii) none of the LMI Entities shall have any remaining duty or obligation of any nature whatsoever to any DOR Entity;

WHEREAS, subject to the Court entering the orders contemplated by this Agreement, each of the LMI Entities will be protected by the “**Settling Insurer Supplemental Injunction**” and the “**Channeling Injunction**”;

WHEREAS, DOR agrees to use commercially reasonable efforts to obtain the Settling Insurer Supplemental Injunction for the benefit of the “**Settling Insurers**,” pursuant to the “**Plan**”; and

WHEREAS, by this Agreement, the Parties intend to adopt, by way of compromise, and without prejudice to or waiver of their respective positions in other matters, without further trial or adjudication of any issues of fact or law, and without London Market Insurers’ admission of liability or responsibility under the Subject Insurance Policies, a full and final settlement that releases and terminates all Interests of the LMI Entities, and the DOR Entities, with respect to the Subject Insurance Policies, including all rights, obligations, and liabilities relating to the “**Barred Claims**” and the “**Enjoined Claims**,” without prejudice to their respective positions on policy wordings or any other issues relating to the Insurance Coverage Action, the Coverage Claims, or otherwise.

AGREEMENTS:

NOW, THEREFORE, in full consideration of the foregoing and of the mutual agreements herein contained, and intending to be legally bound, the Parties agree as follows:

1. Definitions

The following definitions and the definitions used above apply to this Agreement as well as any exhibits or attachments hereto. Where the listed terms are further defined in the body of this Agreement, the definitions listed here nonetheless apply and shall serve to further explain the meaning of those terms. Each defined term stated in a singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form shall include the other. The words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation,” and the phrase “relating to” means “with regard to, by reason of, based on, arising out of, relating to, or in any way connected with.” (The words “include,” “includes,” and “including,” and the phrase “relating to” are not capitalized herein.) This Agreement incorporates all attachments hereto to the same extent as if fully set forth herein. All references to “Sections” are references to sections of this Agreement unless otherwise specified.

a. Abuse

The term “**Abuse**” means (i) any actual, threatened, or alleged sexual conduct, misbehavior, abuse, or molestation, including a sexual offense as defined in New York Penal Law Section 130, incest as defined New York Penal Law Section 255, and use of a child in sexual performance as defined in New York Penal Law Section 263; (ii) indecent or lascivious behavior, undue familiarity, harassment, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm; (iii) contacts or interactions of a sexual nature; or (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, intimidation, or misconduct.

b. Action

The term “**Action**” means any lawsuit, proceeding, or other action in a court, or any arbitration.

c. Affiliates

The term “**Affiliates**” means all past, present, and future Persons that control, are controlled by, or are under control with, another Person, including parents, subsidiaries, merged Persons, holding Persons, and acquired Persons, or any predecessor to such Person.

d. Agents

The term “**Agents**” means all past and present employees, officers, directors, agents, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy, Persons bound by monastic vows, volunteers, attorneys, claims handling administrators, and representatives of a Person, in their capacities as such.

e. Approval Order

The term “**Approval Order**” means an order entered by the Court, upon a hearing following Bankruptcy Notice, containing all of the following provisions but no provision that is

contrary to or inconsistent with the following provisions. The wording of the Approval Order shall be mutually acceptable to DOR, London Market Insurers, and Rev. Thomas P. Mull in his capacity as chair of the parish steering committee. The Approval Order shall contain provisions:

(i) finding that due and adequate notice of the DOR's request for approval of this Agreement has been provided to all creditors and parties in interest in the Bankruptcy Case;

(ii) approving this Agreement in its entirety, pursuant to Bankruptcy Code §§ 363(b), (f), and (m) and, if applicable, 105(a), and Bankruptcy Rules 6004 and 9019;

(iii) authorizing, subject to the occurrence of the Escrow Release Date, the sale of the Subject Insurance Policies to London Market Insurers on the Escrow Release Date, free and clear of all Interests of all Persons, including all Interests, if any, arising under New York Insurance Law or any other applicable law, with all Interests in and to, and Claims against, the Subject Insurance Policies being fully extinguished without reservation as to the Settling Insurers;

(iv) ordering that all Claims against, and Interests in and to, the Subject Insurance Policies be fully extinguished without reservation as to the LMI Entities and the DOR Entities, and channeled to a Trust upon the Plan Effective Date;

(v) ordering that all Barred Claims and other Interests that any Person, including CMS, might have in, or against, the Subject Insurance Policies, attach to the Settlement Amount;

(vi) authorizing and directing the Parties to perform their respective obligations under this Agreement; and

(vii) issuing the Bar Order, subject to, and effective upon, the occurrence of the Escrow Release Date.

The Approval Order shall be accompanied by the separately entered Settlement Approval Findings and Conclusions.

f. Bankruptcy Case

The term "**Bankruptcy Case**" means the bankruptcy case filed by DOR in the Bankruptcy Court, entitled *In re the Diocese of Rochester*, Case Number 19-20905.

g. Bankruptcy Code

The term "**Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*

h. Bankruptcy Court

The term “**Bankruptcy Court**” means the Bankruptcy Court for the Western District of New York.

i. Bankruptcy Notice

The term “**Bankruptcy Notice**” means notice as required under Bankruptcy Rules 2002, 6004(a), and (c), and applicable local rules, sent to (i) all holders of Claims against the DOR Entities, including Tort Claims, or their attorneys, if any, who are known to the DOR Entities; (ii) the Official Committee of Unsecured Creditors; (iii) the Future Claims Representative (once appointed by the Court); (iv) all insurers of the DOR Entities that provide coverage for or are alleged to provide coverage for Tort Claims; (v) the Secretary of the Department of Health and Human Services (“**Secretary**”); (vi) CMS; (vii) the United States Attorney for the Western District of New York; (viii) all Persons who, in the opinion of any Party to this Agreement, might reasonably be expected to be affected by the transactions contemplated herein; and (ix) all other Persons as directed by the Court. Notice shall also be given by (a) publication in the national edition of either *The New York Times* or *USA Today*; and (b) local publication in the *Rochester Democrat & Chronicle*, or as the Court may otherwise direct.

j. Bankruptcy Rules

The term “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as such may be amended from time to time.

k. Bar Order

The term “**Bar Order**” means an order, which shall automatically become effective on the Escrow Release Date, barring, estopping, and permanently enjoining all Persons from asserting any Barred Claims against the LMI Entities.

l. Business Day

The term “**Business Day**” means any day that is not a Saturday, Sunday, or legal holiday in the State of New York or the United Kingdom.

m. Channeling Injunction

The term “**Channeling Injunction**” means an order of the Court requiring all Channeled Claimants to assert their Channeled Claims against the Trust, and barring and permanently enjoining such claims against the DOR Entities and the Settling Insurers, pursuant to § 105 of the Bankruptcy Code, which states, *verbatim*, unless the London Market Insurers and DOR agree to modified language:

Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers.

(a) In consideration of the undertakings of the Protected Parties and Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in Sections 524 and 1141 of the Bankruptcy Code, and pursuant to and pursuant to Sections 105 and 363 of the Bankruptcy Code:

- 1. any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims;**
- 2. all Persons who have held or asserted, hold or assert, or may in the future hold or assert, any Channeled Claims, 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 against the Protected Parties or Settling Insurers, including:**
 - (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or Settling Insurers or against the property of any of the Protected Parties or Settling Insurers;**
 - (ii) enforcing, attaching, collecting, or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or Settling Insurers, or the property of any of the Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or Settling Insurers;**
 - (iii) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or Settling Insurers, or the property of the Protected Parties or Settling Insurers;**
 - (iv) asserting, implementing, or effectuating any Channeled Claim of any kind against:**
 - 1. any obligation due any of the Protected Parties or Settling Insurers;**
 - 2. any of the Protected Parties or Settling Insurers; or**
 - 3. the property of any of the Protected Parties or Settling Insurers.**

- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and
- (vi) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers.

The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this Section ___ shall inure to the benefit of the Protected Parties and Settling Insurers. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

n. Claim

The term "**Claim**" means (a) a claim as that term is defined in § 101(5) of the Bankruptcy Code; or (b) any claim, interest, Action, assertion of right, complaint, cross-complaint, counterclaim, defense, liability, obligation, right, request, allegation, mediation, litigation, direct action, administrative proceeding, cause of action, lien, debt, bill, indemnity, equitable indemnity, right of subrogation, equitable subrogation, injunctive relief, controversy, contribution, exoneration, covenant, agreement, promise, act, omission, trespass, variance, damages, judgment, compensation, set-off, reimbursement, restitution, cost, expense, loss, exposure, execution, attorneys' fee, obligation, encumbrances, order, affirmative defense, writ, demand, inquiry, request, directive, obligation, Proof of Claim in a bankruptcy proceeding or submitted to a trust established pursuant to the Bankruptcy Code, government claim or Action, settlement, and/or any liability whatsoever, whether past, present or future, known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct, indirect or otherwise consequential, whether in law, equity, admiralty or otherwise, whether currently known or unknown, whether compromised, settled or reduced to a consent judgment, that may exist now or hereinafter for property damages, compensatory damages (such as loss of consortium, wrongful death, survivorship, proximate, consequential, general and special damages), punitive damages, bodily injury, personal injury, public and private claims, or any other right to relief whether sounding in tort, contract, extra-contractual or bad faith, statute, strict liability, equity, nuisance, trespass, statutory violation, wrongful entry or eviction or other eviction or other invasion of the right of private occupancy, and any amounts paid in respect of any judgment, order, decree, settlement, contract, or otherwise. A Person who holds a Claim is a "**Claimant**". The term Claim includes all of the following:

(i) Barred Claims

The term "**Barred Claims**" means all Claims enjoined by the Bar Order, which shall include all Channeled, Direct Action, and Released Claims.

(ii) Channeled Claims

The term “**Channeled Claims**” means the claims channeled to the Trust, including all Tort, Direct Action, Extra-Contractual, Medicare, and Indirect Claims against any DOR Entity or Settling Insurer, which are channeled to the Trust, and for which the Trust assumes liability, pursuant to the Plan.

(iii) Contribution Claims

The term “**Contribution Claims**” means all Claims, most commonly expressed in terms of contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, allocation or reallocation, or reimbursement, or any other indirect or derivative recovery, by an Insurer against any LMI Entity for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of a Claim against a DOR Entity.

(iv) Coverage Claims

The term “**Coverage Claims**” means all Claims under or relating to the Subject Insurance Policies or the rights and obligations thereunder, or the breach thereof, including Claims seeking insurance coverage.

(v) Direct Action Claims

The term “**Direct Action Claims**” means the same as Tort Claims, except that they are asserted against any LMI Entity, instead of any DOR Entity or the Trust, for the recovery of insurance proceeds.

(vi) Enjoined Claims

The term “**Enjoined Claims**” means all Claims enjoined by the Settling Insurer Supplemental Injunction, which shall include all Barred, Contribution, Indirect, and Medicare Claims.

(vii) Extra-Contractual Claims

The term “**Extra-Contractual Claims**” means all Claims against the LMI Entities (or any of them), arising from events or conduct prior to the date of this Agreement, seeking any type of relief other than coverage or benefits under the Subject Insurance Policies. “**Extra-Contractual Claims**” include Claims for compensatory, exemplary, or punitive damages, or attorneys’ fees, interest, costs, or any other type of relief, alleging, with respect to (i) any of the Subject Insurance Policies; (ii) any Claim allegedly or actually covered under the Subject Insurance Policies; or (iii) the conduct of London Market Insurers with respect to (i) and/or (ii): bad faith; failure to provide insurance coverage; failure or refusal to compromise and settle any Claim; failure to act in good faith; violation of any covenant or duty of good faith and fair dealing; violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; violation of any unfair claims practices act or similar statute, regulation or code; any type of misconduct or any other act or omission of

any type. The term “**Extra-Contractual Claims**” includes all Claims relating to London Market Insurers’ (i) handling of any request for insurance coverage for any Claim; (ii) conduct relating to the negotiation of this Agreement; and (iii) conduct relating to the settlement of any Coverage Claim.

(viii) Indirect Claims

The term “**Indirect Claims**” means Claims against a DOR Entity or a Settling Insurer, asserted by a Non-DOR Insurer, or any other Entity that is not an Insurer, for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, allocation or reallocation, or reimbursement, or any other indirect or derivative recovery, on account of or with respect to any Claim relating to Abuse.

(ix) Medicare Claims

The term “**Medicare Claims**” means all Claims by CMS, and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSP, relating to any payments in respect of any Tort Claims, including Claims for reimbursement of payments made to Tort Claimants who recover or receive any distribution from the Trust, and Claims relating to reporting obligations..

(x) Released Claims

The term “**Released Claims**” means Coverage and Extra-Contractual Claims.

(xi) Tort Claims

(A) The term “**Tort Claims**” means all Claims relating to Abuse that took place in whole or in part prior to the Plan Effective Date for which a DOR Entity is allegedly responsible, including any such Claim seeking monetary damages or any other relief, under any theory of liability, including vicarious liability; *respondeat superior*; any fraud-based theory, including fraud in the inducement and fraudulent concealment; any negligence-based or employment-based theory, including negligent hiring, supervision, retention or misrepresentation; any other theory based on a duty, fiduciary duty, pattern and/or practice, misrepresentation, concealment, or unfair practice; contribution; indemnity; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any DOR Entity or any other Person for whom any DOR Entity is allegedly responsible, including any such Claim asserted against any DOR Entity in connection with the Bankruptcy Case. The term “**Tort Claims**” includes Future Tort Claims; it does not include Contribution or Medicare Claims.

(B) The term “**Future Tort Claim**” means any Tort Claim that was (i) neither filed, nor deemed filed, in the Bankruptcy Case, by the Claims Filing Deadline, nor otherwise allowed by the Court prior to the Plan Effective Date; and (ii) is held by an individual (a) who, at the time of the Claims Filing Deadline, was (x) under a disability recognized by New York C.P.L.R. §208, or other applicable law suspending the running of the limitation

period, if any, or (y) barred by a statute of limitations, but is no longer barred by such statute of limitations for any reason, including the enactment of legislation.

o. Claims Filing Deadline

The term “**Claims Filing Deadline**” means August 13, 2020, at 11:59 P.M. (prevailing Eastern Time).

p. CMS

The term “**CMS**” means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services, located at 7500 Security Boulevard, Baltimore, MD 21244-1850 and/or any other Agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA for reimbursement of Medicare Claims.

q. Committee

The term “**Committee**” means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case.

r. Conditions Precedent to Escrow Release

The term “**Conditions Precedent to Escrow Release**” means all of the following:

- (i) The Agreement shall have been executed by the Parties;
- (ii) The Agreement shall have been approved by the Court;
- (iii) The Approval Order, as defined above, shall have been entered by the Court;
- (iv) The Approval Order shall have become a Final Order;
- (v) The London Market Insurers shall have deposited the Settlement Amount into the Escrow Account;
- (vi) The Confirmation Order, as defined below, has been entered by the Court;
- (vii) The Confirmation Order has become a Final Order;
- (viii) The Plan Effective Date has occurred; and
- (ix) The Escrow Agent has received the Escrow Release Instruction.

s. Confirmation Findings and Conclusions

The term “**Confirmation Findings and Conclusions**” means the findings of fact and conclusions of law required under §§ 1129(a), and, if applicable, 105(a) and 1129(b), of the

Bankruptcy Code, which are to be entered concurrently with, but separately from, the Confirmation Order, as necessary to confirm the Plan and dismiss with prejudice the Insurance Coverage Action as against London Market Insurers, including the following:

(i) This Agreement is the fruit of long-term negotiations amongst the Parties, which began in March 2020, following the Bankruptcy Court's entry of the Mediation Order;

(ii) The Settlement Amount provides good and valuable consideration to DOR's bankruptcy estate, and enables distributions to the Channeled Claimants;

(iii) This Agreement is therefore necessary to the Plan because it provides significant funding for the Plan;

(iv) The Subject Insurance Policies are property of DOR's bankruptcy estate and are therefore subject to the *in rem* jurisdiction of the Court;

(v) The Channeled Claims are within the jurisdiction of the Court because they seek property of DOR's bankruptcy estate;

(vi) Because it would be impractical to divide the Subject Insurance Policies amongst DOR and the other DOR Entities, it was necessary for DOR to obtain the participation of the other DOR Entities in this Agreement;

(vii) The DOR Entities, other than DOR, would not release their Interests in the Subject Insurance Policies unless they obtained the benefits of the Channeling Injunction, because to do so would have left them exposed to Tort Claims, whether or not such Claims be valid, and whether or not coverage exists under the Subject Insurance Policies for such Claims;

(viii) Therefore, the Channeling Injunction is necessary to the Agreement;

(ix) The Channeling Injunction is narrowly tailored because it requires only Channeled Claims against the DOR Entities and the Settling Insurers to be brought against the Trust;

(x) The Coverage Claims are within the jurisdiction of the Bankruptcy Court because such claims could enhance the estate;

(xi) The London Market Insurers required that DOR obtain the benefits of the Settling Insurer Supplemental Injunction, as a condition of entering into this Agreement and contributing the Settlement Amount;

(xii) Therefore, the Settling Insurer Supplemental Injunction is necessary to this Agreement and the Plan;

(xiii) The Settling Insurer Supplemental Injunction is narrowly tailored because it only enjoins the Enjoined Claims against the Settling Insurers;

(xiv) The London Market Insurers are repurchasing the Subject Insurance Policies, pursuant to this Agreement. The London Market Insurers are not purchasing any other assets of the DOR Entities and are not a continuation of the DOR Entities, nor engaging in a continuation of the DOR Entities' businesses. The London Market Insurers shall not have any responsibility or liability with respect to any of the DOR Entities' other assets; and

(xv) The London Market Insurers are not, and shall not be deemed to be, successors to the DOR Entities, or any of them, by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in this Agreement, the Plan, or otherwise. The London Market Insurers shall not assume, or be deemed to have assumed, any liabilities or other obligations of the DOR Entities.

t. Confirmation Order

The term "**Confirmation Order**" means an order entered by the Court after a confirmation hearing upon Bankruptcy Notice confirming the Plan, in a form and substance as required by this Agreement, which order has not been stayed. The wording of the Confirmation Order shall be mutually acceptable to DOR, the London Market Insurers, and Rev. Thomas P. Mull in his capacity as chair of the parish steering committee. The Confirmation Order shall contain all of the following provisions but no provision that is contrary to or inconsistent with this Agreement:

- (i) confirming the Plan;
- (ii) specifically, and individually, ordering all Persons, as set forth in the Plan, to act or refrain from acting as specified in the Plan;
- (iii) incorporating the terms and provisions of the Bar Order as though fully set forth therein;
- (iv) ordering the Trustee to perform the obligations, if any, imposed upon the Trustee by this Agreement;
- (v) issuing the Channeling Injunction and the Settling Insurer Supplemental Injunction;
- (vi) discharging DOR from all Claims, including all Channeled Claims;
- (vii) ordering all Channeled Claimants with pending state court Actions against any DOR Entity to dismiss such Claims and assert them against the Trust for resolution pursuant to the Trust Agreement; and
- (viii) including the Reduction Clause set forth in Section 8, below.

The Confirmation Order shall be accompanied by the separately entered Confirmation Findings and Conclusions.

u. Court

The term “**Court**” means the Bankruptcy Court, or the District Court, as applicable.

v. CVA

The term “**CVA**” means the New York Child Victims Act, NY CPLR Section 214-G and all related civil and penal laws and statutes.

w. Defense and Indemnity Costs

The term “Defense and Indemnity Costs” means all amounts expended by the London Market Insurers or the DOR Entities in settlement, defense, or indemnity of Claims, pursuant to Sections 6.e.(i) or (ii).

x. District Court

The term “**District Court**” means the United States District Court for the Western District of New York.

y. DOR

The term “**DOR**” means The Diocese of Rochester, which is the diocesan corporation formed pursuant to N.Y. Relig. Corp. Law § 90, together with the public juridic person of the Roman Catholic Diocese of Rochester, as now constituted or as it may have been constituted. Furthermore, in the event of any Action naming any Affiliate or Agent of DOR, such Action shall be considered an Action against DOR, the insurance coverage for which is released pursuant to Section 4 hereof.

z. DOR Entities

The term “**DOR Entities**” means, in their capacity as such:

- (i) DOR;
- (ii) DOR’s Affiliates;
- (iii) Any and all insureds, named insureds, additional insureds and other insureds, or Persons otherwise insured or allegedly insured under the Subject Insurance Policies, including schools and the DOR Parishes;
- (iv) Each of the Affiliates of the Persons identified in the foregoing subsections (i)-(iii);
- (v) Each of the successors and assigns of the Persons identified in the foregoing subsections (i)-(iv); and
- (vi) Each of the Agents of the Persons identified in the foregoing subsections (i)-(v).

The “**DOR Entities**” include each of the Persons set forth on Attachment E to this Agreement.

An individual who perpetrated an act of Abuse that forms the basis for a Tort Claim is not a DOR Entity with respect to that Tort Claim.

aa. DOR Parishes

The term “**DOR Parishes**” means all past and present parishes of or in DOR, in their capacity as public juridic persons, together with each corresponding parish corporation formed pursuant to N.Y. Relig. Corp. Law § 90.

bb. Effective Date

The term “**Effective Date**” means the day following the date on which all of the following have occurred: (i) all Parties have executed this Agreement and the Escrow Agreement; (ii) the Court has issued the Approval Order and the Settlement Approval Findings and Conclusion; and (iii) the Approval Order has become a Final Order.

cc. Entities’ Release

The term “**Entities’ Release**” means the following:

(i) The remising, release, covenant not to sue, and permanent discharge by the DOR Entities and any subsequently appointed trustee or representative acting for the DOR Entities, without further act by any Person, from and against all Released Claims that any DOR Entity ever had, now has, or hereafter may have, from the beginning of time to the Effective Date, of: (1) each paying London Market Insurer and its LMI Entities; (2) the respective heirs, executors, administrators, and reinsurers (as such) of any of the Persons identified in clause (1) hereof in their capacity as such.

(ii) The Entities’ Release shall not serve to release or discharge any obligations of any Person (or such Person’s Affiliates) that has not paid to the Trust such Person’s full allocable share of the Settlement Amount pursuant to the terms of this Agreement.

dd. Equitas Entities

The term “**Equitas Entities**” means Equitas Limited, Equitas Reinsurance Limited, Equitas Holdings Limited, Equitas Policyholders Trustee Limited, and any other Person from time to time in the Equitas Group.

ee. Escrow Account

The term “**Escrow Account**” means the account established by the Escrow Agreement.

ff. Escrow Agent

The terms “**Escrow Agent**” means the original and any successor escrow agent appointed pursuant to the Escrow Agreement.

gg. Escrow Agreement

The term “**Escrow Agreement**” means a mutually acceptable escrow agreement executed by the Parties.

hh. Escrow Release Instruction

The term “**Escrow Release Instruction**” means a written direction to the Escrow Agent directing the release of the Escrow Payment to the Trust executed by DOR and London Market Insurers.

ii. Escrow Payment

The term “**Escrow Payment**” shall mean the Settlement Amount, plus any accrued interest, less Expenses, and less any Defense and Indemnity Costs incurred by the London Market Insurers and DOR Entities pursuant to Section 6.e.

jj. Escrow Release Date

The term “**Escrow Release Date**” means the earliest date upon which all Conditions Precedent to Escrow Release have all occurred, *provided, however*, that if such date is not a Business Day, the Escrow Release Date shall be the next Business Day.

kk. Expenses

The term “**Expenses**” means all reasonable fees, costs, and expenses incurred by the Escrow Account and Escrow Agent (in its capacity as such) pursuant to the Escrow Agreement, including all compensation paid to the Escrow Agent pursuant to the Escrow Agreement; all taxes paid pursuant to the Escrow Agreement; the costs and expenses incurred in preparing and circulating records and reports pursuant to the Escrow Agreement; fees and expenses of counsel pursuant to the Escrow Agreement; any amounts reserved pursuant to the Escrow Agreement for any of the foregoing; and any indemnification paid to the Escrow Agent pursuant to the Escrow Agreement.

ll. Final Order

The term “**Final Order**” means an order as to which the time to appeal, petition for *certiorari*, petition for review, or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, review, reargue, or rehear shall have been waived in writing in form and substance satisfactory to DOR and the London Market Insurers, and their counsel or, in the event that an appeal, *writ of certiorari*, petition for review, or reargument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or *certiorari* or review has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for

certiorari, petition for review, or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a Final Order. For the avoidance of doubt, if the Plan is substantially consummated as defined in § 1101(2) of the Bankruptcy Code (“**Substantial Consummation**”), and any appeal of the Confirmation Order becomes equitably moot due to Substantial Consummation, the Confirmation Order shall be considered a Final Order as of the date that the order determining such appeal to be moot has become a Final Order.

mm. Future Claims Representative

The term “**Future Claims Representative**” means an individual appointed by the Court to represent the interests of Future Tort Claimants.

nn. HHS

The term “**HHS**” means the United States Department of Health and Human Services.

oo. Insurance Coverage Action

The term “**Insurance Coverage Action**” means the case entitled *The Diocese of Rochester v. The Continental Insurance Company, et al.*, filed in the United States Bankruptcy Court, for the Western District of New York, as Adversary Proceeding Number 19-02021.

pp. Insurers

The term “**Insurers**” means the insurers of the DOR Entities, comprising the Settling Insurers and the Non-Settling Insurers.

qq. Interests

The term “**Interests**” means all Claims, including any “interests” as that term is used in 11 U.S.C. § 363, and other rights of any nature, whether at law or in equity, including all interests or other rights under New York Insurance Law or any other applicable law.

rr. Lloyd’s Underwriters

The term “**Lloyd’s Underwriters**” means:

(i) All underwriters, members, or Names at Lloyds, London (including former underwriters, members, or Names) who through their participation in syndicates (including those identified on Attachment B) severally subscribed, each in his or her own proportionate share, one or more of the Subject Insurance Policies. Lloyd’s Underwriters shall also include all Underwriters, members, or Names at Lloyd’s, London (including former underwriters, members, and Names), whether or not they participated in the syndicates identified in Attachment B, who, through their participation in syndicates (including those identified on Attachment B) severally subscribed any of the Subject Insurance Policies in favor of any DOR Entity: (a) the existence of which has not presently

been established; or (b) the existence of which has been established but as to which identities of Names, members, or syndicates are not presently known. Further, it is expressly understood that Persons are Lloyd's Underwriters only in their capacity as subscribers of the Subject Insurance Policies, and obtained through a London broker;

(ii) All of the Agents of the Persons set forth in Section 1.xx.(i), and their respective predecessors and successors, if any, solely in such capacity; and

(iii) All the respective heirs, executors, successors (including Equitas Insurance Limited ("EIL") to the extent EIL is a successor to any of the Persons identified in Section 1.xx.(i) with respect to the subject matter of this Agreement), assigns (including any administrator, receiver, trustee, personal representative, or equivalent appointee/s under relevant insolvency law), reinsurers, and retrocessionaires (as such) of any of the Persons identified in Section 1.xx.(i), if any, solely in their capacity as such.

(iv) For the avoidance of doubt, the Underwriter Third-Party Beneficiaries, who receive certain specified benefits under this Agreement, are not Lloyd's Underwriters for the purpose of this definition.

ss. LMI Bill of Sale

The term "**LMI Bill of Sale**" means a fully-executed bill of sale evidencing the sale, assignment, and transfer of the Subject Insurance Policies to the London Market Insurers free and clear of all Interests of all Persons, including the Tort Claimants and the DOR Entities.

tt. LMI Entities

The term "**LMI Entities**" means, with respect to each London Market Insurer:

(i) each of such London Market Insurer's Affiliates (except to the extent such Affiliates have independent obligations under this Agreement);

(ii) each of the foregoing Persons' Agents; and

(iii) each of the foregoing Persons' respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with them, in their capacities as such.

uu. LMI Escrow Balance

The term "**LMI Escrow Balance**" means the amount on deposit in the Escrow Account from time to time attributable to the aggregate contributions made to the Escrow Account by the

London Market Insurers, plus all accrued interest thereon, less the *pro rata* share of Expenses allocable thereto.

vv. London Market Companies

The term “**London Market Companies**” means the companies doing business in the London insurance market, which severally subscribed, each in its own proportionate share, to one or more of the Subject Insurance Policies (such insurers are identified in Attachment B to this Agreement). London Market Companies also include those companies doing business in the London insurance market who subscribed any Subject Insurance Policies (a) the existence of which has not presently been established but which provided insurance to any DOR Entity; or (b) the existence of which has been established but the identity of such company as a subscribing insurer is not presently known. As used herein, London Market Companies shall mean, in their capacity as such, the named corporate entity and all predecessors, successors, Affiliates, assigns, pool companies as such, and subsidiaries. Persons are London Market Companies only in their capacity as a subscriber of the Subject Insurance Policies (as opposed to other insurance policies) subscribed by them in the London insurance markets (as opposed to insurance markets located elsewhere).

ww. London Market Insurers

The term “**London Market Insurers**” means Lloyd’s Underwriters and the London Market Companies. The London Market Insurers do not include any specific insurance company listed on Attachment C to this Agreement.

xx. Mediation

The term “**Mediation**” means the mediation by the Mediation Parties, as ordered by the Bankruptcy Court, on March 10, 2020.

yy. Mediation Parties

The term “**Mediation Parties**” means, collectively: (a) DOR; (b) each insurer named as a Defendant in the Insurance Coverage Action; (c) the Committee; (d) state court counsel for Tort Claimants; (e) the *ad hoc* committee of parishes and other parties-in-interest, including schools or other non-debtor Catholic entities located within the DOR, to the extent permitted or required by the Mediator.

zz. Mediation Motion

The term “**Mediation Motion**” means the Motion for Entry of an Order Referring this Adversary Proceeding to Mediation filed by the DOR in the Insurance Coverage Action.

aaa. Mediation Order

The term “**Mediation Order**” means the Order Directing Mediation and Appointing Mediator filed by the DOR in the Insurance Coverage Action.

bbb. Mediator

The term “**Mediator**” means the Honorable Gregg W. Zive, United States Bankruptcy Judge.

ccc. Medicare

The term “**Medicare**” means Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.*, enacted July 1, 1966, including all subsequent amendments thereto.

ddd. Medicare Beneficiary

The term “**Medicare Beneficiary**” means any individual who has received or is eligible to receive benefits under Medicare and is the holder of a Channeled Claim.

eee. MSP or Medicare Secondary Payor Act

The term “**Medicare Secondary Payor Act**” or “**MSP**” means 42 U.S.C. § 1395y *et seq.*, or any other similar statute or regulation, and any related rules, regulations or guidance issued in connection therewith or amendments thereto.

fff. MMSEA

The term “**MMSEA**” means § 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L.110-173), which imposes reporting obligations on those Persons with payment obligations under the MSP.

ggg. Non-DOR Insurer

The term “**Non-DOR Insurer**” means an insurer that insures a Person allegedly liable for Claims relating to Abuse, but who does not fall into the definition of Insurer.

hhh. Non-Settling Insurer

The term “**Non-Settling Insurer**” means any Person that has, or could be alleged to have, issued or subscribed an insurance policy providing coverage for Tort Claims, which Person has not settled its obligations under such policy.

iii. Person

The term “**Person**” means any individual or entity, including any corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, estate, trust, trustee, personal executor or personal representative, unincorporated association, or other entity, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof.

jjj. Petition Date

The term “**Petition Date**” means September 12, 2019.

kkk. Plan

The term “**Plan**” means a plan of reorganization proposed by DOR, after good-faith consultation with the LMI Entities, which (a) contains all of the following provisions, but no provision that is contrary to or inconsistent with this Agreement; (b) allows all of the acts and transactions under, and envisioned by, this Agreement to occur with binding legal effect; (c) does not materially and adversely affect the rights, duties, or interests of the DOR Entities or the LMI Entities, under this Agreement; (d) includes all papers, exhibits, attachments, appendices, or other documents filed with or in support of the Plan and necessary for its implementation, and any documents relating to the establishment and operation of the Trust; and (e) shall include the following provisions:

- (i) incorporating this Agreement and the Escrow Agreement;
- (ii) specifying the terms of this Agreement and the Escrow Agreement shall control in the event of any conflict with the Plan or the Confirmation Order;
- (iii) prohibiting DOR from continuing to pursue the Insurance Coverage Action against the London Market Insurers; requiring DOR to dismiss its Claims against London Market Insurers in the Insurance Coverage Action, with prejudice, within fourteen (14) days after the Plan Effective Date; and prohibiting any DOR Entity from asserting any Coverage Claims against LMI Entities;
- (iv) setting forth the Channeling Injunction and the Settling Insurer Supplemental Injunction;
- (v) establishing the Trust, appointing the Trustee, and binding both of them to perform those requirements imposed upon them by this Agreement;
- (vi) describing the role of the Future Claims Representative and seeking the continued appointment of the Future Claims Representative to continue in his duties;
- (vii) channeling all Channeled Claims to the Trust;
- (viii) denominating each of the LMI Entities as Settling Insurers;
- (ix) requiring each Channeled Claimant receiving a payment from the Trust to sign a release of all Claims against the LMI Entities and the DOR Entities;
- (x) providing that none of the DOR Entities, the Trust, or the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Trust, under the reporting provisions of MSP or MMSEA, and providing further, *verbatim*:

a. It is the position of DOR that none of DOR Entities, the Trust, or the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Trust, under the reporting provisions of MSP or MMSEA. Prior to making any payments to any claimants, the Trust shall seek a statement or ruling from the HHS that none of the Trust, DOR Entities, or Settling Insurers has any reporting obligations under MMSEA with respect to payments to the Trust by the DOR Entities or Settling Insurers or payments by the Trust to Claimants. Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Second Circuit or the United States Supreme Court), or written confirmation from HHS that none of the DOR Entities or the Settling Insurers has any reporting obligations under MMSEA, with respect to any settlements, payments, or other awards made by the Trust or with respect to the contributions the DOR Entities and the Settling Insurers have made or will make to the Trust, the Trust shall, at its sole expense, in connection with the implementation of the Plan, act as a reporting agent for the DOR Entities and Settling Insurers, and shall timely submit all reports that would be required to be made by any DOR Entity or Settling Insurer under MMSEA on account of any Claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Trust, including reports that would be required if the payments to the Trust by a DOR Entity or Settling Insurer were determined to be made pursuant to “applicable plans” for purposes of MMSEA, or any DOR Entity or Settling Insurer were otherwise found to have MMSEA reporting requirements. The Trust, in its role as reporting agent for the DOR Entities and Settling Insurers, shall follow all applicable guidance published by CMS to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

b. If the Trust is required to act as a reporting agent for any DOR Entity or Settling Insurer pursuant to Section 1.uuu.(x)a., the Trust shall provide a written certification to each DOR Entity and Settling Insurer within twenty-one (21) days following the end of each calendar quarter, confirming that all reports to CMS required by Section 1.uuu.(x)a. have been submitted in a timely fashion, and identifying (a) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance; and (b) any payments to Medicare Beneficiaries that the Trust did not report to CMS.

c. With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall, upon request by any DOR Entity or Settling Insurer, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports; *provided, however,* that the Trust may redact from such copies the Redacted Information. With respect to any such reports, the Trust shall reasonably undertake to remedy any issues of noncompliance identified by CMS, resubmit such reports to CMS, and, upon request by any DOR Entity or Settling Insurer, provide each DOR Entity and Settling Insurer copies of such resubmissions; *provided, however,* that the Trust

may redact the Redacted Information. If the Trust is unable to remedy its noncompliance, the provisions of Section 1.uuu.(x)g. shall apply.

d. If the Trust is required to act as a reporting agent for a DOR Entity or Settling Insurer pursuant to the provisions of Section 1.uuu.(x)a., with respect to each Channeled Claim of a Medicare Beneficiary paid by the Trust and not disclosed to CMS, the Trust shall, upon request by any DOR Entity or Settling Insurer, promptly provide the last four digits of the claimant's Social Security number, the year of the claimant's birth and any other information in the possession or control of the Trust that may be necessary in the reasonable judgment of any DOR Entity or Settling Insurer to satisfy their obligations, if any, under MMSEA, as well as the basis for the Trust's failure to report the payment. In the event any DOR Entity or Settling Insurer informs the Trust that it disagrees with the Trust's decision not to report a Claim paid by the Trust, the Trust shall promptly report the payment to CMS. All documentation relied upon by the Trust in making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

e. If the Trust is required to act as a reporting agent for any DOR Entity, or Settling Insurer pursuant to the provisions of Section 1.uuu.(x)a., the Trust shall make the reports and provide the certifications required by Sections 1.uuu.(x)a. and b. until such time as such DOR Entity or Settling Insurer determines, in its reasonable judgment, that it has no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Trust or contributions to the Trust. Furthermore, following any permitted cessation of reporting, or if reporting has not previously commenced due to the satisfaction of one or more of the conditions set forth in Section 1.uuu.(x)a., and if any DOR Entity or Settling Insurer reasonably determines, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Trust shall promptly perform its obligations under Sections 1.uuu.(x)a. and b.

f. Section 1.uuu.(x)a. is intended to be purely prophylactic in nature, and does not imply, and shall not constitute an admission, that the DOR Entities and/or Settling Insurers have made payments pursuant to "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any acts undertaken by the Trust or contributions to the Trust under MMSEA or any other statute or regulation.

g. If CMS concludes that reporting done by the Trust in accordance with Section 1.uuu.(x)a. is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Trust, any DOR Entity or Settling Insurer a concern with respect to the sufficiency or timeliness of such reporting, or there appears to any DOR Entity or Settling Insurer a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received pursuant to Section 1.uuu.(x)b., c., or d., or other credible information, then each

DOR Entity and Settling Insurer shall have the right to submit its own reports to CMS under MMSEA, and the Trust shall provide to any Entity that elects to file its own reports such information in its possession or control as the electing party may reasonably require in order to comply with MMSEA, including the full reports filed by the Trust pursuant to Section 1.uuu.(x)a., without any redactions. The DOR Entities and Settling Insurers shall keep any information they receive from the Trust pursuant to this Section 1.uuu.(x) confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

h. Notwithstanding any other provisions hereof, the Trust shall not be required to report as required by this Section 1.uuu.(x) until the Person on whose behalf the Trust is required to report shall have provided its Medicare Reporting Number, if one exists. Moreover, the Trust shall have no indemnification obligation under this Section 1.uuu.(x) to such Person for any penalty, interest, or sanction with respect to a Claim that may arise on account of such Person's failure timely to provide its Medicare Reporting Number, if one exists, to the Trust in response to a timely request by the Trust for such Medicare Reporting Number. However, nothing relieves the Trust from its reporting obligations with respect to each Person who provides the Trust with its Medicare Reporting Number. The Trust shall indemnify each DOR Entity and Settling Insurer for any failure to report payments to Medicare eligible Tort Claimants on behalf of Persons who have timely supplied Medicare Reporting Numbers, if any exists.

i. Prior to remittance of funds to any Channeled Claimant or counsel therefor, the Trustee shall obtain in respect of any Channeled Claim a certification from the Claimant that said Claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under MSP relating to such Channeled Claim. If the Trust receives no such certification, the Trust may withhold payment from any Claimant the funds sufficient to assure that all obligations owing or potentially owing under MSP relating to such Tort Claim are paid to CMS. The Trust shall provide a quarterly certification of its compliance with this Section 1.uuu.(x) to each DOR Entity and Settling Insurer, and permit reasonable audits by such Persons, no more often than annually, to confirm the Trust's compliance with this Section 1.uuu.(x). For the avoidance of doubt, the Trust shall be obligated to comply with the requirements of this Section 1.uuu.(x) regardless of whether any DOR Entity or Settling Insurer elects to file its own reports under MMSEA pursuant to Section 1.uuu.(x)g.

j. Compliance with the provisions of this Section 1.uuu.(x) shall be a material obligation of the Trust under the Plan, in favor of the DOR Entities and Settling Insurers under the Plan.

k. The Trust shall defend, indemnify, and hold harmless the DOR Entities and Settling Insurers from any Medicare Claims reporting and payment obligations relating to its payment of Channeled Claims, including any obligations owing or potentially owing under MMSEA or MSP, and any Claims related to the Trust's obligations under Section 1.uuu.(x).

III. Plan Effective Date

The term “**Plan Effective Date**” means the date on which the Plan by its terms becomes effective and binding upon DOR and all Persons asserting Claims against DOR.

mmm. Redacted Information

The term “**Redacted Information**” means names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the Tort Claimants, and the names of the guardians, conservators, and/or other personal representatives, as applicable.

nnn. Reorganized Debtor

The term “**Reorganized Debtor**” means DOR, on and after the Plan Effective Date.

ooo. Resolute

The term “**Resolute**” means Resolute Management Services Ltd. (formerly known as Equitas Management Services Limited).

ppp. Settlement Amount

The term “**Settlement Amount**” means the net sum of Sixteen Million, Six Hundred Fifty Thousand United States Dollars (\$16,650,000). Each London Market Insurer shall pay its several, respective, allocated share of the Settlement Amount pursuant to the terms of Section 2. Each London Market Insurer’s respective, allocated several share of the Settlement Amount is set forth on Attachment D. The Settlement Amount is the consideration for the repurchase of the Subject Insurance Policies and for the Channeling and the Settling Insurer Supplemental Injunctions.

qqq. Settlement Approval Findings and Conclusions

The term “**Settlement Approval Findings and Conclusions**” means findings of fact and conclusions of law pursuant to 11 U.S.C. §§ 363(b), (f), and (m) and Bankruptcy Rule 9019, entered concurrently with, but separately from, the Approval Order, as necessary for the Court to approve this Agreement, including the following:

(i) DOR demonstrated sound business reasons for the settlement of its Claims against London Market Insurers in the Insurance Coverage Action and the implementation of such settlement through the sale of the Subject Insurance Policies to the London Market Insurers;

(ii) The Parties mediated their disputes over the Tort Claims and the Coverage Claims pursuant to the Mediation Order, beginning in March 2020;

(iii) In the Mediation, the Parties negotiated extensively, at arms-length, and in good faith. London Market Insurers are purchasers in good faith of the Subject Insurance

Policies, within the meaning of Bankruptcy Code § 363(m), and are entitled to all of the protections of that statute;

(iv) The London Market Insurers are *bona fide* good faith purchasers of the Subject Insurance Policies, for value;

(v) The terms of the transactions contemplated by this Agreement, as well as the genesis and background of this Agreement, have been adequately disclosed to the Court;

(vi) The terms and conditions of this Agreement (including the consideration to be realized by DOR's bankruptcy estate) are fair and reasonable;

(vii) The transactions contemplated by this Agreement will benefit DOR's bankruptcy estate, its creditors and other stakeholders;

(viii) The only potential holders of Interests in or against the Subject Insurance Policies are the DOR Entities and Persons who hold Claims against the DOR Entities, whose Claims might be covered by the Subject Insurance Policies;

(ix) The DOR Entities are Parties, and hence are deemed to have consented to the sale within the meaning of Bankruptcy Code § 363(f)(2);

(x) The Barred Claims are subject to *bona fide* dispute, hence the Subject Insurance Policies may be sold free and clear of such Claims pursuant to § 363(f)(4);

(xi) All holders of Claims against the Subject Insurance Policies could be compelled, in a legal or equitable Action, to accept a money satisfaction of such Claims, therefore the Subject Insurance Policies may be sold free and clear of such Claims pursuant to § 363(f)(5);

(xii) The compromises and settlements embodied in the Agreement have been negotiated in good faith, and are reasonable, fair, and equitable;

(xiii) In light of:

a. the balance between the possible litigation success and the settlement's future benefits;

b. the likelihood of complex and protracted litigation and the consequent inconvenience, expense, and delay;

c. the interests of creditors, including the relative benefits to each class of creditors;

d. whether other parties in interest support the settlement;

e. the competency and experience of counsel supporting the settlement;

f. the experience and knowledge of the bankruptcy judge reviewing the settlement;

g. the nature and breadth of releases to be obtained by officers and directors; and

h. the extent to which the settlement is the product of arm's length bargaining,

this Agreement is fair and equitable and within the range of reasonable settlement terms;

(xiv) The Settlement Amount is fair, adequate, and reasonable consideration for (a) the sale by the DOR Entities and the buy-back by the London Market Insurers of the Subject Insurance Policies; and (b) the Entities' Release;

(xv) DOR provided due and adequate notice of the (a) sale of the Subject Insurance Policies; (b) terms and conditions of this Agreement; and (c) the hearing before the Court to approve this Agreement and the sale of the Subject Insurance Policies, in accordance with Bankruptcy Rules 2002 and 6004 to all known and unknown Claimants, including by providing notice by publication to any Future Tort Claimants;

(xvi) It would be impractical to divide the Subject Insurance Policies amongst the DOR Entities and the holders of Tort Claims, therefore, to realize the value of the Subject Insurance Policies for DOR's bankruptcy estate and the Tort Claimants requires the sale of the Subject Insurance Policies;

(xvii) The sale of the Subject Insurance Policies outside the ordinary course of business satisfies the requirements of Bankruptcy Code § 363(b);

(xviii) The sale of the Subject Insurance Policies free and clear of the Interests of all Persons satisfies the requirements of Bankruptcy Code § 363(f);

(xix) To the extent any Claimant may have any legal or equitable right to assert a Claim either directly against the Subject Insurance Policies, which policies are being acquired by London Market Insurers pursuant to this Agreement, or indirectly by asserting such Claim against any DOR Entity, such Claims are deemed to be (a) "interests" as that term is used in Bankruptcy Code § 363(f); and (b) "Interests" herein; and

(xx) The Agreement may be approved pursuant to Bankruptcy Rule 9019(a).

rrr. Settlement Payment Date

The term “**Settlement Payment Date**” means the day sixty (60) days after the Effective Date, *provided, however*, that if such date is not a Business Day, the Settlement Payment Date shall be the next Business Day.

sss. Settling Insurer Supplemental Injunction

The term “**Settling Insurer Supplemental Injunction**” means an order of the Court enjoining all Enjoined Claims by all Persons who now, or in the future may, hold such Claims against the Settling Insurers, pursuant to Bankruptcy Code § 105 or other provision of the Bankruptcy Code or applicable law stating, *verbatim*, unless London Market Insurers and DOR agree to modified language:

(a) Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Settling Insurers pursuant to this Agreement, including London Market Insurers’ purchase of insurance policies or Interests in insurance policies free and clear of all interests pursuant to Section 363(f) of the Bankruptcy Code:

1. Any and all Persons who have held, now hold or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, perpetrators, and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Settling Insurers, or any other Person covered or allegedly covered under the Subject Insurance Policies, including (i) Claims relating to the Subject Insurance Policies, including Survivor Claims, Direct Action Claims, Indirect Claims, and Released Claims; (ii) the payment of any of the Claims identified in (i), including Contribution Claims and Medicare Claims; (iii) Extra-Contractual Claims; and (iv) Future Tort Claims, are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Interest against the Settling Insurers or the Subject Insurance Policies;
2. Commencing or continuing in any manner any action or other proceeding against the Settling Insurers or the property of the Settling Insurers;
3. Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers;
4. Creating, perfecting, or enforcing any lien of any kind against the Settling Insurers or the property of the Settling Insurers;

5. Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurers or the property of the Settling Insurers; and

6. Taking any action, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.

For the avoidance of doubt, this Settling Insurer Supplemental Injunction bars the above-referenced actions against the Settling Insurers and the Subject Insurance Policies, but against no other Person or thing. The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation.

ttt. Settling Insurers

The term “**Settling Insurers**” means, collectively, the LMI Entities, and all other insurers of the DOR Entities, which settle, after the Petition Date, Claims for insurance coverage brought against them by any DOR Entity, and which obtain the protection of the Settling Insurer Supplemental Injunction.

uuu. Subject Insurance Policies

The term “**Subject Insurance Policies**” means (i) all insurance policies listed in Attachment A hereto; and (ii) all known and unknown insurance policies to the extent subscribed by one or more of the London Market Insurers, on or before July 1, 1993, in their capacity as London Market Insurers and providing insurance to any DOR Entity, *provided, however*, if a Subject Insurance Policy that is not listed in Attachment A was not subscribed on behalf of a DOR Entity (or such Person’s Affiliates) but provides coverage to a DOR Entity, then it is a Subject Insurance Policy only to the extent it insures the DOR Entity.

vvv. Termination Event

The term “**Termination Event**” means that (i) the Court has entered an order that (A) is contrary to or inconsistent with the Approval Order, or that denies approval of this Agreement; (B) is contrary to or inconsistent with the Confirmation Order, or that denies confirmation of the Plan; or (C) confirms a plan of reorganization other than the Plan (an “**Inconsistent Order**”), and either (X) the Inconsistent Order has become a Final Order or (Y) there was an appeal of the Inconsistent Order and eighteen months have elapsed from the date of the appeal and the Inconsistent Order has not been reversed or overturned by the appellate court; or (ii) any appellate court whose decisions are binding upon the Court issued a decision or order, before the Confirmation Order became a Final Order, that would prevent the entry or effectiveness of the Channeling Injunction or the Settling Insurer Supplemental Injunction. If the Parties disagree as to whether any such decision or order would prevent the entry or effectiveness of the said injunctions, the Parties shall ask the Court to decide the issue.

www. Trust

The term “**Trust**” means the trust to be established under the Plan, which will assume liability for, and be established, pursuant to the Plan and, if applicable, Bankruptcy Code § 105, to pay, in whole or in part, Channeled Claims.

xxx. Trust Agreement

The term “**Trust Agreement**” means, collectively, any agreement establishing the Trust and the requirements for its administration, and any agreement setting forth procedures for the Trust to pay Channeled Claims, filed as exhibits to the Plan, as may be amended, together with such additional documents as may be executed in connection with the Trust Agreement.

yyy. Trustee

The term “**Trustee**” means the Person appointed to administer the Trust, in accordance with the terms of the Plan.

zzz. Underwriter Third-Party Beneficiaries

The term “**Underwriter Third-Party Beneficiaries**” means:

- (i) Resolute and the Equitas Entities;
- (ii) Equitas Insurance Limited to the extent it is not a successor to the Persons identified in Section 1.zzz.(i) with respect to the subject matter of this Agreement;
- (iii) Any Person from time to time retained by or on behalf of Lloyd’s Underwriters to act as their claims handling agent and/or service provider, solely in such capacity;
- (iv) The past, present and future reinsurers and retrocessionaires of the Equitas Entities or any of them, including National Indemnity Company and any other Person from time to time controlled (whether directly or indirectly), by Berkshire Hathaway, Inc., which provides retrocessional reinsurance to any one or more of the Equitas Entities, solely in such capacity; and
- (v) All past, present and future Agents of the Persons set forth in Sections 1.zzz.(i) to (iv), if any, solely in such capacity; and,
- (vi) The respective heirs, executors, successors and assigns (including any administrator, receiver, trustee, personal representative, liquidator (provisional or otherwise), or equivalent appointee/s under relevant insolvency law), of any of the Persons identified in Sections 1.zzz.(i) through (v) above, solely in their capacity as such.

2. Payment of the Settlement Amount

a. On the Settlement Payment Date, each of the London Market Insurers shall deposit their respective, several, allocated shares of the Settlement Amount into the Escrow Account.

b. No later than 14 days after all Conditions Precedent to Escrow Release set forth in Section 1.r.(i) through (viii) have been satisfied, DOR and London Market Insurers shall execute and deliver the Escrow Release Instruction to the Escrow Agent.

c. Upon the Escrow Agent's receipt of the Escrow Release Instruction, to effectuate the buy-back of the Subject Insurance Policies from the DOR Entities free and clear of the Interests of all Persons, pursuant to Section 363(b), (f) and (m), and Federal Rule of Bankruptcy Procedure 9019, in full and final settlement of all obligations under and relating to the Subject Insurance Policies, and in consideration of the sale of the foregoing to the Settling Insurers free and clear of all Interests of any Person, the entry of the Settling Insurer Supplemental Injunction and the other releases provided herein:

(i) the Escrow Agent shall pay the Escrow Payment to the Trust; and

(ii) DOR, on behalf of the DOR Entities, and the London Market Insurers shall jointly execute the LMI Bill of Sale.

d. If DOR or the Trust later agrees that any individual London Market Insurer may make any payment on terms that differ from the foregoing, then the DOR shall offer the same payment terms to all other London Market Insurers. It is the purpose of this provision to ensure that all London Market Insurers shall have the same payment terms. Notwithstanding the foregoing, in the event of a payment default by any of the London Market Insurers, DOR or the Trust may pursue, or decline to pursue, enforcement of such payment obligation against the defaulting Party in their sole discretion, and any failure to pursue or collect such payment shall not relieve any other Party of their respective payment obligations hereunder.

e. Upon the occurrence of the Escrow Release Date, the sale of the Subject Insurance Policies shall automatically be effective and binding and the transfer of the Subject Insurance Policies shall be deemed for all purposes to have occurred on the Escrow Release Date, with the intent that no Person other than London Market Insurers shall retain anything whatsoever with respect to the Subject Insurance Policies.

f. If, before the occurrence of the Escrow Release Date, a DOR Entity other than DOR becomes a debtor in a bankruptcy case or insolvency Action, under the Bankruptcy Code or otherwise, and any London Market Insurer has not satisfied its respective several payment obligation arising hereunder, then such London Market Insurer shall be excused from performance under this Agreement until such time as either (i) such DOR Entity obtains, subject to the limitations imposed by the Bankruptcy Code, and subject to the equitable powers of the court in which such Action is pending, an order from such court approving this Agreement under Bankruptcy Code § 363(b), (f), and (m) and Bankruptcy Rule 9019, authorizing the assumption by such DOR Entity (or any successor

thereto) of this Agreement under Bankruptcy Code § 365 (“**Assumption**”), or in the event the insolvency case is proceeding under other law, shall obtain a similar order from the court overseeing the insolvency case approving this Agreement and confirming the binding effect thereof; (ii) DOR obtains an order in the Action compelling the Assumption; or (iii) DOR obtains an order from the Court determining the equitable portion of the Settlement Amount allocable to any interest the DOR Entity subject to such bankruptcy case or insolvency Action may have in the Subject Insurance Policies. Each DOR Entity agrees that in the event it files a bankruptcy or other insolvency Action, it will not present any Claim for payment under this Agreement or the Subject Insurance Policies to any London Market Insurer, until the Assumption has been approved by an order of the applicable court and such order has become a Final Order or until its equitable share in the Settlement Amount has been established by order of the Court pursuant to clause (iii) above and such order has become a Final Order. London Market Insurers agree to cooperate fully and provide commercially reasonable assistance to DOR and any DOR Entity in obtaining any of the orders contemplated in this Section 2(f).

3. Several Liability

The obligations of each London Market Insurer are several and not joint. The DOR Entities agree that no London Market Insurer entitled to the benefits of this Agreement shall be liable for any settlement amount allocable to any other Person. Accordingly, each identified London Market Insurer listed in Attachment B agrees to pay only its individual, respective, allocated share of the Settlement Amount, which amount is set forth in Attachment D, as applicable. No DOR Entity shall seek to recover from any individual London Market Insurer an amount in excess of its stated, respective, allocated share of the Settlement Amount, as set forth in Attachment D. Upon the Escrow Release Date, each DOR Entity shall be deemed to have released such Person pursuant to Section 4 of this Agreement.

4. Mutual Releases

a. By the DOR Entities

(i) Upon the Escrow Release Date, the Entities’ Release shall become immediately effective without further acts by any Person. Those London Market Insurers entitled to the Entities’ Release but not identified on Attachment B to this Agreement, namely, those London Market Insurers that subscribed a Subject Insurance Policy either not presently known, or known but to which the identity of the subscribers is not presently known, shall be entitled to all of the terms of the Entities’ Release and to the Indemnity set forth in Section 5 upon the Escrow Release Date.

(ii) It is the intention of the DOR Entities to reserve no rights or benefits whatsoever under or in connection with the Subject Insurance Policies other than the right to receive the Settlement Amount under this Agreement and to assure the London Market Insurers their peace and freedom from such Interests and from all assertions of rights in connection with such Interests, *provided, however*, the Entities’ Release does not release, and nothing in this Agreement shall affect the right of the DOR Entities, or the Trust, as applicable, to assert and pursue, Claims against and to collect from insurers other than those

released under the Entities Release, and no Claims are released with respect to such Persons.

(iii) Upon the Escrow Release Date, any and all rights, duties, responsibilities, and obligations of the London Market Insurers created by or in connection with the Subject Insurance Policies, are terminated. As of the Escrow Release Date, the DOR Entities shall have no insurance coverage under the Subject Insurance Policies. The Entities' Release shall operate as though the London Market Insurers had never subscribed the Subject Insurance Policies.

(iv) Each DOR Entity signing this Agreement, is, among other things, (a) releasing all Released Claims, including Claims that it does not know or suspect to exist in its favor, which, if known by such DOR Entity, might have materially affected its settlement with London Market Insurers, and (b) expressly waiving all rights it might have under any federal, state, local, or other law or statute that would in any way limit, restrict, or prohibit such general release.

(v) Except with respect to any material breach of any representation, warranty or covenant by the London Market Insurers set forth in this Agreement, each DOR Entity expressly assumes the risk that acts, omissions, matters, causes, or things may have occurred, which it does not know or does not suspect to exist. To the fullest extent permitted by applicable law, each DOR Entity hereby waives the terms and provisions of any statute, rule or doctrine of common law which either: (a) narrowly construes releases purporting by their terms to release claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes or things; or (b) which restricts or prohibits the releasing of such Claims.

(vi) Nothing in the foregoing shall release the London Market Insurers from their obligations under this Agreement including the obligation to pay the Settlement Amount.

b. By the London Market Insurers

(i) Upon the Escrow Release Date, each London Market Insurer and any subsequently appointed trustee or representative acting for such London Market Insurer shall be deemed to remise, release, covenant not to sue, and forever discharge each DOR Entity from and against all Claims relating to the Subject Insurance Policies, which each such London Market Insurer ever had, now have or hereinafter may have, from the beginning of time to the Escrow Release Date.

(ii) Each Person released under the Entities' Release shall reserve no rights or benefits whatsoever under or in connection with the Subject Insurance Policies.

(iii) Except with respect to any material breach of any representation, warranty or covenant by any DOR Entity set forth in this Agreement, each London Market Insurer expressly assumes the risk that acts, omissions, matters, causes, or things may have occurred, which it does not know or does not suspect to exist. To the fullest extent permitted by applicable law, each London Market Insurer hereby waives the terms and

provisions of any statute, rule or doctrine of common law which either: (a) narrowly construes releases purporting by their terms to release Claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes or things; or (b) which restricts or prohibits the releasing of such Claims.

5. Indemnification

a. From and after the Escrow Release Date, the Trust shall indemnify and hold harmless the London Market Insurers in respect of any and all Channeled and Enjoined Claims. This indemnification includes Claims made by Persons over whom the Trust does not have control, including the DOR Entities, former subsidiaries, predecessors in interest, sellers or purchasers of assets, or any other Person who asserts Claims against or under, or Interests in or to, the Subject Insurance Policies.

b. The London Market Insurers shall have the right to defend, with counsel of their choice, all Claims identified under Section 5.a. The London Market Insurers may begin the defense of any Claim upon receipt of such a Claim. The London Market Insurers agree to notify the Trust as soon as practicable of Claims identified under Section 5.a. and of its choice of counsel.

c. The Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by the London Market Insurers in defending such Claims. The London Market Insurers shall defend any such Claim in good faith. In defense of any such Claim, the London Market Insurers may settle or otherwise resolve a Claim with the prior consent of the Trust, which consent shall not be unreasonably withheld.

d. This indemnification and hold harmless undertaking (Sections 5.a., b., and c.) also extend to the benefit of the Underwriter Third-Party Beneficiaries, in their capacity as such, all of which are third-party beneficiaries of the terms of this indemnification and hold harmless undertaking.

6. Bankruptcy Obligations

a. DOR shall file a motion under Bankruptcy Rule 9019 and section 363 of the Bankruptcy Code, seeking entry of the Approval Order and the Settlement Approval Findings and Conclusions. DOR shall provide to the London Market Insurers an initial draft of the proposed form of Approval Order, Settlement Approval Findings and Conclusions, and Bar Order at least seven (7) days before DOR submits the foregoing for approval of this Agreement to the Court, so that the London Market Insurers may provide comments and suggestions. In the event that DOR makes material revisions to any of the foregoing documents, then, as soon as possible, DOR shall provide a copy of such material revisions to the London Market Insurers. The London Market Insurers reserve the right to object to, *inter alia*, (i) any proposed order that does not satisfy all of the requirements of the definition of Approval Order set forth in Section 1.e., or (ii) any proposed findings and conclusions that do not satisfy all of the requirements of the definition of Settlement Approval Findings and Conclusions set forth in Section 1.qqq.

b. Unless the Court denies entry of the Approval Order or this Agreement is otherwise terminated pursuant to its terms, DOR shall file a Plan and seek entry of a Confirmation Order and the Confirmation Findings and Conclusions. DOR shall provide to the London Market Insurers an initial draft of the proposed form of Confirmation Order, and Confirmation Findings and Conclusions, at least fourteen (14) days before DOR submits the foregoing to the Court, so that the London Market Insurers may provide comments and suggestions. In the event that DOR makes material revisions to any of the foregoing documents, then, as soon as possible, DOR shall provide a copy of such material revisions to the London Market Insurers. The London Market Insurers reserve the right to object to, *inter alia*, (i) any proposed order that does not satisfy all of the requirements of the definition of Confirmation Order set forth in Section 1.t, or the definition of Bar Order set forth in Section 1.k or any proposed findings of fact and conclusions of law that do not satisfy all the requirements of the definition of Confirmation Findings and Conclusions in Section 1.s.; and (ii) any proposed plan of reorganization that does not satisfy all of the requirements of the definition of Plan set forth in Section 1.kkk. (“**Non-Compliant Plan**”). If DOR proposes a Non-Compliant Plan, then The London Market Insurers may contest such plan, and DOR shall not request a hearing date on confirmation of a Non-Compliant Plan less than thirty (30) days after the date such plan is filed in the Court.

c. DOR shall serve Bankruptcy Notice of the initial hearing to approve this Agreement and on confirmation of the Plan and the time for filing objections thereto. The proposed form of notice shall be submitted to the London Market Insurers for their review and comment no later than seven (7) days prior to the actual service of notice. If the initial hearing to approve this Agreement or to confirm the Plan is adjourned, DOR shall not be required to provide Bankruptcy Notice of such adjourned hearing and shall only be required to file a notice of such adjournment on the docket in the Bankruptcy Case and provide such other and further notice as the Court may direct.

d. Upon the occurrence of the Plan Effective Date, DOR shall file a notice thereof on the docket in the Bankruptcy Case and shall serve a copy of such notice upon counsel for the London Market Insurers.

e. In the event that any Person attempts to prosecute a Barred Claim or a Claim that, upon entry of the Approval Order, would be a Barred Claim:

(i) against the London Market Insurers (or any of them) then promptly following notice from the London Market Insurers, DOR shall file a motion and supporting papers seeking an order from the Court, pursuant to Bankruptcy Code §§ 105(a) and/or 362(b), as applicable, staying such Claims until the Escrow Release Date, or, alternatively, this Agreement is terminated under Section 9. However, if DOR is unable to obtain a stay of such Claim then the London Market Insurers shall, subject to the terms, conditions and any applicable limits and retentions of the Subject Insurance Policies, defend such Claims, and may either settle them (subject to DOR’s prior written consent) or litigate them to judgment, and the applicable DOR Entities shall assist and cooperate fully with the London Market Insurers in such defense.

(ii) against any DOR Entity, then promptly following notice from such DOR Entity, DOR shall file a motion and supporting papers seeking an order from the Court, pursuant to Bankruptcy Code §§ 105(a) and/or 362(b), as applicable, staying such Claims until the Escrow Release Date, or, alternatively, this Agreement is terminated under Section 9. If the motion for the stay is not granted, the defendant DOR Entities shall defend such Claims and use their best efforts to prevent the entry of a default and the London Market Insurers shall assist and cooperate fully in such defense. In such event, the London Market Insurers' obligations relating to such litigation shall be determined by, and subject to, the terms, conditions and any applicable limits and retentions of the Subject Insurance Policies.

(iii) As to the London Market Insurers, all amounts expended by each London Market Insurer for Defense and Indemnity Costs (a) before the Settlement Payment Date shall be credited against such London Market Insurer's several, respective share of the Settlement Amount; and (b) after the Settlement Payment Date (i) if the Escrow Release Date occurs, shall be paid by the Escrow Agent from the LMI Escrow Balance to such London Market Insurer on the Escrow Release Date; or (ii) if the Agreement is terminated before the Escrow Release Date occurs, shall be credited to such London Market Insurer's several, respective obligations pursuant to the terms and conditions of the Subject Insurance Policies.

(iv) As to the DOR Entities (a) if the Escrow Release Date occurs, then all amounts expended by each DOR Entity for Defense and Indemnity Costs shall be paid to such DOR Entity by the Escrow Agent; and (b) If the Escrow Release Date does not occur, then each DOR Entity shall retain their Coverage Claims, if any, arising from the payment of Defense and Indemnity Costs, pursuant to the terms and conditions of the Subject Insurance Policies.

7. Representations and Warranties

a. DOR represents and warrants that the notice required under the definition of Bankruptcy Notice includes all Claimants whose names and addresses are known to DOR or are readily ascertainable.

b. Each DOR Entity represents and warrants that it has the authority to execute this Agreement as its binding and legal obligation, subject in the case of DOR, to receiving Court approval of this Agreement..

c. Each London Market Insurer represents and warrants to DOR that (i) it has, and at all times prior to payment in full of its allocated portion of the Settlement Amount as reflected on Attachment D will have, sufficient assets to pay its allocated portion of the Settlement Amount in full and (ii) it is not now, nor has it ever been, the subject of any bankruptcy or insolvency proceeding in any jurisdiction.

d. Each Party represents and warrants that the Persons signing this Agreement on its behalf are authorized to execute this Agreement.

e. Each individual signing this Agreement on behalf of a Party represents and warrants that he or she has the right, power, legal capacity, and authority to enter into this Agreement on behalf of such Party and bind such Party to perform each of the obligations specified herein.

8. Reduction Clause.

The Plan shall provide the following, *verbatim*, unless the London Market Insurers and DOR agree to modified language:

a. Litigation/Settlement Between an Alleged Insured or Tort Claimant and Non-Settling Insurers

(i) The Channeling Injunction shall channel all Contribution Claims to the Trust.

(ii) If, for any reason any court does not recognize the channeling of the Contribution Claims of Non-Settling Insurers to the Trust, or such Claims are not channeled for any reason, then the following shall apply:

(A) The London Market Insurers shall retain their Contribution Claims, subject to the following provisions; provided, however, that:

(i) The London Market Insurers shall not pursue any Contribution Claims against any Non-Settling Insurer (A) that asserts a Contribution Claim solely against the Trust; (B) whose Contribution Claim is satisfied and extinguished entirely by the application of this paragraph 8.a.(ii)(A), or (C) that does not assert a Contribution Claim against them;

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

(iii) If a Non-Settling Insurer releases its Contribution Claims, if any such exist, that it may have against a London Market Insurer, then such released London Market Insurer shall release its Contribution Claims against such releasing Non-Settling Insurer.

(iv) If a Non-Settling Insurer asserts a Contribution Claim against any London Market Insurer, and

a. the Trust fully indemnifies the London Market Insurers, then the London Market Insurers and shall assign their Contribution Claim to the Trust; or

b. the Trust partially, but not fully, indemnifies the London Market Insurers for such Claim, then the London Market

Insurers shall retain their Contribution Claims and may assert them against the Non-Settling Insurer asserting the Contribution Claim against the London Market Insurers. Any recovery by the London Market Insurers 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, including the Insurance Coverage Action, involving a DOR Entity, the Reorganized Debtor, or the Trust (collectively, “**Alleged Insured**”) or a Tort Claimant, as applicable, and one or more Non-Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Contribution Claim against an LMI Entity, then any judgment or award obtained by such Alleged Insured or Tort Claimant against such Non-Settling Insurer shall be automatically reduced by the amount, if any, that such LMI Entity is liable to pay such Non-Settling Insurer as a result of its Contribution Claim, so that the Contribution Claim is thereby satisfied and extinguished entirely (“**Reduction Amount**”). In any Action involving an Alleged Insured or Tort Claimant against a Non-Settling Insurer, where such a LMI Entity is not a party, such Alleged Insured or Tort 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. In the event that such a reduction is not made as described above, then any Contribution Claim by any Non-Settling Insurer against any LMI Entity shall be reduced by the Reduction Amount, as determined by the court or arbitrator(s) in which such Contribution Claim is filed. The London Market Insurers shall be required to cooperate in good faith with DOR and/or the Trust to take commercially reasonable steps to defend against any Contribution Claim. In the event that application of the Reduction Amount eliminates the Non-Settling Insurer’s Contribution Claim, then such Non-Settling Insurer shall fully reimburse the LMI Entities their costs and expenses, including legal fees, incurred in responding to the Contribution Claim Action, including all costs, expenses and fees incurred in seeking relief from the Court.

(C) If an Alleged Insured or Tort Claimant and a Non-Settling Insurer enter into an agreement settling one or more Claims relating to Abuse, such agreement shall include a provision whereby such Non-Settling Insurer releases Contribution Claims against the London Market Insurers so long as the London Market Insurers release their Contribution 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 a Contribution Claim against a LMI Entity, 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 Contribution Claim by any Non-Settling Insurer against any LMI Entity shall be

reduced by the Reduction Amount, as determined by the court or arbitrator(s) in which such Contribution Claim is filed. The London Market Insurers shall be required to cooperate in good faith with DOR and/or the Trust to take commercially reasonable steps to defend against any Contribution Claim by a Non-Settling Insurer. In the event that the reduction eliminates the Non-Settling Insurer's Contribution Claim, then such Non-Settling Insurer shall fully reimburse the LMI Entities their costs and expenses, including legal fees, incurred in responding to the Contribution Claim Action, including all costs, expenses and fees incurred in seeking relief from the Court.

b. Application of the Reduction

(i) To ensure that the reduction contemplated in this Section 8 is accomplished, the LMI Entities shall be entitled to: (i) notice, pursuant to Section 21, within a reasonable time of the initiation of any future Action against or future settlement negotiations with any Non-Settling Insurer, and periodic notices thereafter on at least an annual basis of the status of such Action or negotiations; (ii) the opportunity to participate in the Action or settlement negotiations, but only to the extent necessary to accomplish the reduction contemplated in this Section 8; (iii) the reasonable cooperation of the applicable Alleged Insured, at the sole cost and expense of the London Market Insurers, so that the LMI Entities can assert this Section as a defense in any Action against any of them for any Contribution 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 LMI Entities from any Contribution Claim. The notice required above shall be given by (A) the Alleged Insured that is a party to such Action or settlement negotiations; or (B) if no Alleged Insured is such a party, the Non-Settling Insurer that is a party to such Action or settlement negotiations; or (C) if no Alleged Insured or Non-Settling Insurer is a party to such Action or settlement negotiations, the Tort Claimant bound by the Plan.

c. The Trust shall use commercially reasonable efforts to obtain, from all Settling Insurers, agreements similar to those contained in Section 8(a)(ii)(C).

d. The Trust shall use its best efforts to obtain, from all Settling Insurers, agreements similar to those contained in this Section 8.

9. Termination of Agreement

a. The Parties may terminate this Agreement in writing upon mutual assent.

b. Upon the occurrence of a Termination Event, each of DOR and the London Market Insurers may terminate this Agreement upon thirty (30) days' written notice to the other Parties, *provided, however* (i) such notice must be provided no later than forty-five (45) days following the applicable Termination Event, (ii) any notice terminating this Agreement issued by any of the London Market Insurers as a result of a Termination Event shall, unless DOR agrees otherwise in writing, be effective to terminate this Agreement as to each and every one of the London Market Insurers, and (iii) no Party shall have the right to terminate this Agreement on account of the occurrence (or alleged occurrence) of a

Termination Event once the Escrow Release Date has occurred and the sale, assignment, and transfer of the Subject Insurance Policies pursuant to Section 2.c. of this Agreement has been consummated.

c. DOR may terminate this Agreement at any time upon written notice to the London Market Insurers in the event the London market Insurers elect, pursuant to section 6.e.(iii), to set off against the Settlement Amount more than Five Hundred Thousand Dollars (\$500,000) in Defense and Indemnity Costs.

d. In the event of termination pursuant to this Section 9, unless the Parties agree otherwise in writing, this Agreement shall be void *ab initio* and all Parties shall retain all of their Interests relating to the Subject Insurance Policies as if this Agreement never existed; provided, however, that any amounts expended by the London Market Insurers pursuant to Section 6.e. of this Agreement shall be credited against the obligations of the London Market Insurers under the Subject Insurance Policies, and within fourteen (14) days of termination, the Parties shall jointly direct the Escrow Agent to return the LMI Escrow Balance to the paying London Market Insurers.

10. Treatment of Perpetrators

Nothing in this Agreement overrides the treatment in the Plan of individuals who perpetrated an act of Abuse that forms the basis for a Tort Claim.

11. Exclusion of religious orders, dioceses, and other archdioceses

No religious orders, diocese or archdiocese, or any other Person, other than DOR and the entities listed on Attachment E, is a DOR Entity, except to the extent such Person is insured under the Subject Insurance Policies.

12. Reasonably Equivalent Value

a. This Agreement was bargained for and entered into in good faith and as the result of arms-length negotiations;

b. Based on their respective independent assessments, with the assistance and advice of counsel, of the probability of success, the complexity, the delay in obtaining relief, and the expense of maintaining the Insurance Coverage Action, the payments received by the DOR Entities pursuant to this Agreement constitute a fair and reasonable settlement of the Released Claims;

c. The payments and other benefits received under this Agreement by the DOR Entities constitute reasonably equivalent value for the Entities' Release, indemnity, and other benefits received by the LMI Entities under this Agreement; and

d. Subject to the occurrence of the Escrow Release Date, this Agreement constitutes a full and final resolution of all issues in the Insurance Coverage Action.

13. Confidentiality

a. Except as necessary to obtain approval of this Agreement in the Court, the Parties agree that all matters relating to the negotiation of this Agreement shall be confidential and are not to be disclosed except by order of court, or written agreement of the Parties, except that, provided recipients agree to keep such information confidential, this Agreement may be disclosed to: (i) reinsurers of the London Market Insurers directly or through intermediaries; (ii) outside auditors or accountants of any Party; (iii) representatives of a non-party insurer subscribing or allegedly subscribing one or more of the Subject Insurance Policies, which insurer is, has been or may become insolvent in the future, including any liquidators, provisional liquidators, scheme administrators, trustees, or similarly empowered Persons acting for such insurer. This Agreement may also be disclosed, as required, to the Inland Revenue, the Internal Revenue Service or other U.S. or U.K. governmental authority that properly requires disclosure, or as otherwise required by law. The Parties acknowledge and agree that a copy of this Agreement will be publicly filed on the docket and provided to parties in interest in the Bankruptcy Case, without obligation of confidentiality or restrictions on further disclosure.

b. In the event a private litigant, by way of document request, interrogatory, subpoena, or questioning at deposition or trial, attempts to compel disclosure of anything protected by this section from a Party, such Party shall decline to provide the requested information on the ground that this Agreement restricts such disclosure. In the event such private litigant seeks an order from any court or governmental body to compel such disclosure, or in the event that a court, government official, or governmental body (other than the Inland Revenue or Internal Revenue Service) requests or requires disclosure of anything protected by this paragraph, the Party from whom disclosure is sought shall promptly give written notice to the other Parties, and shall promptly provide copies of all notice papers, orders, requests, or other documents in order to allow each Party to take such protective steps as may be appropriate. Notice shall be made under this paragraph to the persons identified in Section 21.

c. Material protected by this section shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and similar provisions of state law or state rules of court.

14. Third-Party Beneficiaries

The Underwriter Third-Party Beneficiaries, the Trust, and the Trustee are intended third-party beneficiaries of this Agreement. Except as set forth in the preceding sentence, there are no other third-party beneficiaries of this Agreement.

15. Co-operation

For a period of three (3) years following the Effective Date, the DOR Entities will undertake commercially reasonable acts, at the sole cost and expense of the London Market Insurers, to co-operate with the London Market Insurers in connection with their respective reinsurers, including responding to reasonable requests for information and meeting with

representatives of reinsurers, *provided, however*, that the foregoing shall not require the DOR Entities to disclose any information which is subject to the attorney-client or other legally recognized privilege. Furthermore, the Parties shall use their reasonable best efforts and cooperate as necessary or appropriate to effect the transactions contemplated by this Agreement.

16. Non-Prejudice and Construction of Agreement

a. This Agreement is intended to be and is a compromise between the Parties and shall not be construed as an admission of coverage under the Subject Insurance Policies nor shall this Agreement or any provision hereof be construed as a waiver, modification, or retraction of the positions of the Parties with respect to the interpretation and application of the Subject Insurance Policies.

b. This Agreement is the product of informed negotiations and involves compromises of the Parties' previously stated legal positions. Accordingly, this Agreement does not reflect upon the Parties' views as to rights and obligations with respect to matters or Persons outside the scope of this Agreement. This Agreement is without prejudice to positions taken by London Market Insurers with regard to other insureds, and without prejudice with regard to positions taken by any DOR Entity with regard to other insurers. Except for the express references to the Third-Party Beneficiaries, the Parties specifically disavow any intention to create rights in third parties under or in relation to this Agreement.

c. This Agreement is the jointly drafted product of arms'-length negotiations between the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. As such, no Party will assert that any ambiguity in this Agreement shall be construed against another Party.

d. If any provision of the Plan, the Trust Agreement, or trust distribution procedures proposed thereunder conflicts with or is inconsistent with this Agreement in any way whatsoever, then the provisions of this Agreement shall control and take precedence. Neither the Plan nor the Trust Agreement shall be construed or interpreted to modify or affect any rights or obligations of the London Market Insurers under this Agreement.

17. No Modification

No change or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties. Any attempted change or modification in violation of this Section shall be void *ab initio*.

18. Execution

There will be three signed originals of this Agreement.

19. Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of New York.

20. Notices

Unless another person is designated, in writing, for receipt of notices hereunder, notices to the respective Parties shall be sent to the Persons listed on Attachment F.

21. Integration

This Agreement, including the attachments, constitutes the entire Agreement amongst the London Market Insurers and the DOR Entities, with respect to the subject matter hereof, and supersedes all discussions, agreements and understandings, both written and oral, amongst the Parties with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

The London Market Insurers identified in Attachment B have respectively designated Clyde & Co US LLP, as their attorneys-in-fact for the limited purpose of executing this Agreement on their behalf with express authority to do so.

[Signature Pages Follow]

Signed: _____

The Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

London Market Insurers

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

London Market Insurers

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signature page to Settlement and Release Agreement

14009673.7

Case 2-19-02021-PRW, Doc 190-1, Filed 05/20/22, Entered 05/20/22 15:47:24,
Description: Exhibit A - LMI Settlement, Page 46 of 171

Signed: _____

The Cathedral Community of Rochester NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Roman Catholic Parish of St. Frances Xavier Cabrini

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Peace of Christ Roman Catholic Parish of Rochester,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Church of the Holy Apostles, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Monica Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Anne's Church of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Church of the Blessed Sacrament, Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Boniface Church, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Stanislaus Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Immaculate Conception/St. Bridget, Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Kateri Tekakwitha Roman Catholic Parish

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of St. Charles Borromeo

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Emmanuel Church of the Deaf of the Diocese of
Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. George Roman Catholic Lithuanian Church, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Parish of the Holy Family, Gates, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Holy Cross Church of Rochester, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. John the Evangelist Church Corp.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Lawrence Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Mark's Church of Rochester, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Mary's Church Society, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Our Lady of Lourdes Church of Brighton

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Our Mother of Sorrows Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Mary's French Church Society (a/k/a Our Lady of
Victory)

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of Our Lady Queen of Peace of Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Pius Tenth Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Theodore's Church of Gates, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Thomas More Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Catholic Parish of Saints Isidore and Maria
Torriba

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Alphonsus Catholic German Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Aloysius Church, Auburn, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Catholic Church of the Holy Family, Auburn,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Mary's Catholic Church, Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Saints Mary and Martha Roman Catholic Parish
Cayuga County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Sacred Heart Church of Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Ann's Church, Owasco, Cayuga County, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Good Shepherd Catholic Community, Aurora

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Agnes Church Society, Avon, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. John Vianney Roman Catholic Parish, Steuben
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of the Nativity of the Blessed Virgin Mary,
Brockport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Martin De Porres

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Benedict Roman Catholic Parish Ontario County,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Peter's Roman Catholic Parish, Ontario County

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Joseph the Worker Roman Catholic Parish, Wayne
County

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Margaret's Church of Conesus Lake, Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

All Saints, Corning

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Church of St. John Fisher of the Town of Huron,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of St. Jerome, East Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Saint Cecilia's Roman Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. John the Baptist Catholic Church, Elmira, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Parish of the Most Holy Name of Jesus

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of the Assumption, Fairport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of the Resurrection, Perinton, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of St. John of Rochester of Perinton, New
York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Church of the Holy Cross of Dryden, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Luke the Evangelist Roman Catholic Church
Society of Livingston County

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Our Lady of Peace Roman Catholic Church of
Geneva, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Hilary's Catholic Church, Genoa, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Anthony's Catholic Church of Groton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of the Holy Name, Groveland, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Church of St. Elizabeth Ann Seton, The Diocese
of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Marianne Cope Roman Catholic Parish, Monroe
County NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of St. Leo, Hilton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Mary's Church of Honeoye Flats, N.Y (St. Mary -
Our Lady of the Hills)

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Paul of the Cross Church, Honeoye Falls, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Our Lady of the Valley

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of St. Mary Our Mother, Horseheads, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Catherine of Siena Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Immaculate Conception Church, Ithaca, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

All Saints Church Corporation, Ludlowville, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Rose Roman Catholic Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Matthew Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Michael's Church Society, Livonia Center, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Parish of St. Katharine Drexel, Palmyra

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Catherine's Roman Catholic Church, Mendon, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Michael's Church, Montezuma, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Michael's Church, Newark, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Christopher of Chili, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Benedict's Mission Church of Odessa, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Maximilian Kolbe Catholic Church Society of
Wayne County

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Parish of Mary, Mother of Mercy, Tompkins
County, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Blessed Trinity, Owego

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Patrick's Roman Catholic Church Society of
Owego, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Joseph's Catholic Church of Penfield, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Our Lady of the Lakes Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Raphael's Church, Piffard, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of the Transfiguration, Diocese of Rochester,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Louis Church of Pittsford, N.Y

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. John the Evangelist Church Society, Spencerport,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Patrick's Church of Victor, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Frances & St. Clare Roman Catholic Parish, Seneca
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Mary's of the Lake Roman Catholic Church
Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Holy Family Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Roman Catholic Church of the Most Holy Trinity
at Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Paul's Roman Catholic Church of Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Church of the Holy Spirit of Penfield, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Our Lady of the Snow, Weedsport

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Joseph's Church of West Bloomfield

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Rita's Church of West Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Catholic Community of the Blessed Trinity of Wolcott, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Catholic Charities of the Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Rochester Catholic Press Association, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

DePaul Community Services, Inc., the successor to DePaul
Mental Health Services, Inc. (f/k/a DePaul Clinic)

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

The Corporate Board of Education, Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Bishop Sheen Ecumenical Housing Foundation, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Charles Settlement House, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

St. Bernard's School of Theology and Ministry

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Camp Stella Maris of Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

Signed: _____

Name Printed: _____

Title: _____

Date: _____ 2022

Signature page to Settlement and Release Agreement

SCHEDULE OF ATTACHMENTS TO
SETTLEMENT AGREEMENT AND RELEASE

Attachment A	List of known Subject Insurance Policies
Attachment B	List of London Market Insurers
Attachment C	List of Insolvent Insurers
Attachment D	List of Solvent London Market Insurers allocated shares of the Settlement Amount
Attachment E	List of DOR Entities
Attachment F	Notice Names and Addresses

ATTACHMENT A-1

Known Subject Insurance Policies

Package Policies – June 1, 1977 to July 1, 1988

- 1) June 1, 1977 to May 1, 1980 SL 3209/SL 5227
- 2) May 1, 1980 to July 1, 1983 SL 3675/SLC 5698
- 3) July 1, 1983 to July 1, 1986 ISL 3090/ICO 4050
- 4) July 1, 1986 to July 1, 1987 ISL 3410/ICO 5248
- 5) July 1, 1987 to July 1, 1988 ISL 3861/ICO 5531

Excess Broad Form Liability Policies- June 1, 1978 to July 1, 1987

- 1) June 1, 1978 to June 1, 1979 SL 3380/SLC 5400
- 2) June 1, 1979 to May 1, 1980 SL 3556/SLC 5582
- 3) May 1, 1980 to July 1, 1981 SL 3693/SLC 5715
- 4) July 1, 1981 to July 1, 1983 SL 3830/SLC 5842
- 5) July 1, 1983 to July 1, 1986 ISL 3092/ICO 4053
- 6) July 1, 1986 to July 1, 1987 ISL 3643/ICO 5432
- 7) July 1, 1987 to July 1, 1988 ISL 3809/ICO 5511

Combined Risk Dropdown Policies

- 1) June 1, 1977 to June 1, 1980 SL 3210/SLC 5228
- 2) May 1, 1980 to July 1, 1983 SL 3676/SLC 5699
- 3) July 1, 1983 to July 1, 1986 ISL 3091/ICO 4051
- 4) July 1, 1986 to July 1, 1987 ISL 3567/Unknown

Excess All Risk Policy

- 1) June 1, 1977 to June 1, 1980 SL3211/SLC 5229
- 2) July 1, 1985 to July 1, 1986 ISL 3568/ICO 5331

Also all other Policies subscribed by London Market Insurers issued to DOR and DOR Entities issued prior to July 1, 1993 subscribed by the London Market Insurers including Excess Property Only, Drop-Down and Other.

ATTACHMENT B

List of London Market Insurers

1. Certain Underwriters at Lloyd's, London subscribing to Policy Nos. SL 3209 SL 3675, ISL 3090, ISL 3410, ISL 3861, SL 3380, SL 3556, SL 3693, SL 3830, ISL 3092, ISL 3643, ISL 3809, SL 3210, SL 3676, ISL 3091, ISL 3567 and all others issued prior to July 1, 1993.
2. Catalina Worthing Insurance Ltd f/k/a HFPI (as Part VII transferee of Excess Insurance Company Ltd)
3. RiverStone Insurance (UK) Limited (as successor in interest to Terra Nova Insurance Company Ltd.).
4. RiverStone Insurance (UK) Limited (as successor in interest to Sphere Drake Insurance Ltd.).
5. Sompo Japan Nipponkoa Insurance Company of Europe Limited (formerly known as The Yasuda Fire & Marine Insurance Company).
6. Dominion Insurance Company Ltd.
7. St. Katherine Insurance Company PLC
8. Assicurazioni Generali, T.S.
9. Taisho Marine & Fire Insurance Company (U.K.) Ltd.
10. Allianz International Insurance Company (U.K Ltd.)

ATTACHMENT C

Insolvent Insurers

1. Bellafonte Insurance Company
2. Pine Top Insurance Company, Ltd.
3. CX Reinsurance Company Ltd. (formerly known as CNA Reinsurance of London, Ltd.)
4. Stronghold Insurance Company Ltd.
5. Sovereign Marine & General Insurance Company Limited
6. Tokio Marine & Fire Insurance Company (U.K.) Ltd
7. Storebrand Insurance Company (U.K. Ltd.)
8. Heddington Insurance Company (U.K. Ltd.)
9. North Atlantic Insurance Co. Ltd.
10. Mentor Insurance Co. (UK) Ltd.

ATTACHMENT D

Solvent London Market Insurer Shares of the Settlement Amount

<u>London Market Insurer</u>	<u>Amount</u>
Certain Underwriters at Lloyd's, London	\$15,057,285.67
Excess Insurance Company Ltd.	\$747,912.02
Terra Nova Insurance Company Ltd.	\$488,318.96
Sphere Drake Insurance Ltd)	\$226,240.55
The Yasuda Fire & Marine Insurance Company	\$130,237.80
Dominion Insurance Company Ltd.	\$1.00
St. Katherine Insurance Company PLC	\$1.00
Assicurazioni Generali, T.S.	\$1.00
Taisho Marine & Fire Insurance Co. (U.K.) Ltd.	\$1.00
Allianz International Insurance Co. (U.K Ltd.)	\$1.00
Net to Solvent London Market Insurers	\$16,650,000.00

ATTACHMENT E
LIST OF DOR ENTITIES

CATHOLIC ENTITY:	ADDRESS:
<p>The Cathedral Community of Rochester NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Sacred Heart Cathedral, Rochester, N.Y. • The Holy Rosary Church of the City of Rochester, Monroe County, N.Y. • Church of the Most Precious Blood 	296 Flower City Park, Rochester, NY 14615
<p>Roman Catholic Parish of St. Frances Xavier Cabrini; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Our Lady of the Americas (<i>successor in interest to the insurance rights of St. Francis Xavier Church; Church of the Most Holy Redeemer of Irondequoit, N.Y.; Our Lady of Mount Carmel Church, Rochester, N.Y.; Corpus Christi Church of Rochester, N.Y.</i>) • Light of Christ Roman Catholic Parish (<i>successor in interest to the insurance rights of St. Philip Neri Church of Rochester, N.Y.; St. Andrews Roman Catholic Church of Rochester, N.Y.; Church of the Annunciation, Rochester, N.Y.</i>) • Church of Our Lady of Perpetual Help of Rochester • St. Michael's Church of Rochester, N.Y. 	124 Evergreen St., Rochester, NY 14605
<p>Peace of Christ Roman Catholic Parish of Rochester, NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Ambrose Church of Rochester; • St. James Church of Rochester, N.Y.; • St. John the Evangelist Church of Rochester, N.Y. 	25 Empire Blvd., Rochester, NY 14096
<p>The Church of the Holy Apostles, Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Francis of Assisi Church of Rochester, N.Y. • Church of the Holy Family, Inc. • The Church of St. Anthony of Padua 	7 Austin St., Rochester, NY 14606
<p>St. Monica Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • The Church of Our Lady of Good Counsel • St. Augustine Church Corporation 	34 Monica St., Rochester, NY 14619

<ul style="list-style-type: none"> • SS. Peter and Paul's Roman Catholic Church, Rochester, N.Y. 	
St. Anne's Church of Rochester	1600 Mount Hope Ave., Rochester NY 14620
The Church of the Blessed Sacrament, Rochester, N.Y.	259 Rutgers St., Rochester, NY 14607
St. Boniface Church, Rochester, N.Y.	330 Gregory St., Rochester, NY 14620
St. Stanislaus Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Theresa of the Child Jesus Church, Bishop of Rochester 	34 Saint Stanislaus St., Rochester, NY 14621
Immaculate Conception/St. Bridget, Rochester; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • The Immaculate Conception Church Society • St. Bridget's Church 	445 Frederick Douglass St., Rochester, NY 14608
Kateri Tekakwitha Roman Catholic Parish; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of Christ the King, Rochester, N.Y. • St. Cecilia Church, Irondequoit, N.Y. • Church of St. Margaret Mary • Church of St. Salome • St. Thomas Roman Catholic Church 	445 Kings Highway S., Rochester, 14617
Church of St. Charles Borromeo; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of the Holy Name of Jesus of Rochester, New York 	3003 Dewey Ave., Rochester, NY 14616
Emmanuel Church of the Deaf of the Diocese of Rochester	34 Monica St., Rochester, NY 14619
St. George Roman Catholic Lithuanian Church, Inc.	150 Varinna Dr., Rochester, NY 14618
The Parish of the Holy Family, Gates, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of the Holy Ghost • St. Helen's Church of Gates, N.Y. • Church of St. Jude of the Town of Gates. 	4100 Lyell Rd., Rochester, NY 14606
Holy Cross Church of Rochester, NY	4492 Lake Ave., Rochester, NY 14612
St. John the Evangelist Church Corp.	2400 Ridge Rd. W., Rochester, NY 14625
St. Lawrence Church of Rochester, N.Y.	1000 N. Greece Rd., Rochester, NY 14626
St. Mark's Church of Rochester, New York	54 Kuhn Rd., Rochester, NY 14612
St. Mary's Church Society, Inc.	15 South St., Rochester, NY 14607

Our Lady of Lourdes Church of Brighton	150 Varinna Dr., Rochester, NY 14618
Our Mother of Sorrows Church; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Our Lady of Mercy Church of Rochester, N.Y. 	5000 Mt. Read Blvd., Rochester, NY 14612
St. Mary's French Church Society (a/k/a Our Lady of Victory)	210 Pleasant St., Rochester, NY 14604
Church of Our Lady Queen of Peace of Rochester, N.Y.	601 Edgewood Ave., Rochester, NY 14618
St. Pius Tenth Church of Rochester, N.Y.	3032 Chili Ave, Rochester, NY 14624
St. Theodore's Church of Gates, N.Y.	168 Spencerport Rd., Rochester, NY 14606
St. Thomas More Church of Rochester, N.Y.	2617 East Ave., Rochester, NY 14610
The Catholic Parish of Saints Isidore and Maria Torriba; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Catherine Roman Catholic Church Society, Addison, N.Y. • St. Stanislaus Church of Bradford, N.Y. • St. Joseph's Roman Catholic Church of Campbell, N.Y. 	51 Maple St., Addison, NY 14801
St. Alphonsus Catholic German Church	10 S. Lewis Street, Auburn, NY 13021
St. Aloysius Church, Auburn, NY	85 N. St., Auburn, NY 13021
The Catholic Church of the Holy Family, Auburn, N.Y.	85 N. St., Auburn, NY 13021
St. Mary's Catholic Church, Auburn, N.Y.	15 Clark St., Auburn, NY 13021
Saints Mary and Martha Roman Catholic Parish Cayuga County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis of Assisi Italian Roman Catholic Church • St. Hyacinth's Polish Roman Catholic Society Church 	299 Clark St., Auburn, NY 13021
Sacred Heart Church of Auburn, N.Y.	90 Melrose Rd., Auburn, NY 13021
St. Ann's Church, Owasco, Cayuga County, N.Y.	Main St., Owasco, NY 13130
Good Shepherd Catholic Community, Aurora; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Aurora, N.Y. • St. Joseph's Catholic Church of Cayuga, N.Y. • Our Lady of the Lake Church Corporation, King Ferry • St. Patrick's Catholic Church of Moravia, Cayuga County, N.Y. • St. Bernard's Catholic Church • St. Michael's Church of Union Springs, N.Y. 	299 Main St., Aurora, NY 13026

<ul style="list-style-type: none"> • St. Isaac Jogues' Chapel 	
St. Agnes Church Society, Avon, N.Y.	108 Prospect St., Avon, NY 14414
St. John Vianney Roman Catholic Parish, Steuben County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Catholic Church Society of Bath, N.Y. • St. Gabriel's Catholic Church Society of Hammondsport, N.Y. 	32 E Morris St., Bath, NY 14810
Church of the Nativity of the Blessed Virgin Mary, Brockport, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Newman Oratory of Brockport, New York 	152 Main St., Brockport, NY 14420
St. Martin De Porres; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Catholic Church of St. Vincent DePaul of Churchville, N.Y. • St. Columba's Church, Caledonia, N.Y. • St. Mary of the Assumption Church, Scottsville, N.Y. • St. Patrick's Church, Mumford, N.Y. 	198 North St., Caledonia, NY 14423
St. Benedict Roman Catholic Parish Ontario County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Church Corp., Canandaigua, N.Y. • St. Bridget's Church of East Bloomfield, N.Y. 	95 N. Main St., Canandaigua, NY 14424
St. Peter's Roman Catholic Parish, Ontario County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Felix's Church, Inc. • St. Francis Church • St. Dominic Roman Catholic Church Society 	12 Hibbard Ave., Clifton Springs, NY 14432
St. Joseph the Worker Roman Catholic Parish, Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. John the Evangelist Roman Catholic Church • St. Michael's Church Society, Inc., Lyons, N.Y. • St. Patrick's Roman Catholic Church, Savannah, N.Y. 	43 W. DeZeng St., Clyde, NY 14433
St. Margaret's Church of Conesus Lake, Livonia, N.Y.	P.O. Box 77, Livonia, NY 14487
All Saints, Corning; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • The Church of St. Mary's of Corning, N.Y. 	222 Dodge Ave., Corning, NY 14830

<ul style="list-style-type: none"> • St. Patrick's Catholic Church, Corning, N.Y. • St. Vincent De Paul's Roman Catholic Church Society Inc., Corning, N.Y. • Church of the Immaculate Heart of Mary of Painted Post 	
The Church of St. John Fisher of the Town of Huron, New York	11956 Washington St., Wolcott, NY 14590
Church of St. Jerome, East Rochester, N.Y.	207 S. Garfield St., East Rochester, NY 14445
Saint Cecilia's Roman Catholic Church Society	1010 Davis St., Elmira, NY 14901
St. John the Baptist Catholic Church, Elmira, N.Y.	1010 Davis St., Elmira, NY 14901
Parish of the Most Holy Name of Jesus; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church Society • Blessed Sacrament Roman Catholic Church of Elmira, NY (<i>successor in interest to the insurance rights of St. Anthony's Church of Elmira, N.Y.; St. Patrick's Roman Catholic Church of Elmira, N.Y.; Saint Peter and Paul's Church, Inc.</i>) • Christ the Redeemer Roman Catholic Parish of Elmira, NY (<i>successor in interest to the insurance rights of Our Lady of Lourdes Church of Elmira, New York; St. Casimir's Roman Catholic Church Society, Elmira, N.Y.; Saint Charles Borromeo Roman Catholic Church, Elmira Heights, N.Y.</i>) 	1010 Davis St., Elmira, NY 14901
Church of the Assumption, Fairport, N.Y.	20 East Ave., Fairport, NY 14450
Church of the Resurrection, Perinton, New York	283 Hamilton Rd., Fairport, NY 14450
Church of St. John of Rochester of Perinton, New York	8 Wickford Way, Fairport, NY 14450
The Church of the Holy Cross of Dryden, New York	375 George Rd., Freeville, NY 13068
St. Luke the Evangelist Roman Catholic Church Society of Livingston County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church, Geneseo, N.Y., Livingston County • Thomas Aquinas Roman Catholic Church of Moscow, Livingston County, N.Y. 	13 North St., Geneseo, NY 14454

<ul style="list-style-type: none"> • St. Patrick's Church Society of Mt. Morris, New York • Church of the Holy Angels of Nunda, N.Y. • St. Lucy's Church, Retsof, N.Y 	
Our Lady of Peace Roman Catholic Church of Geneva, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of St. Francis DeSales • St. Stephen's Roman Catholic Church, Inc. of Geneva, N.Y. 	130 Exchange St., Geneva, NY 14456
St. Hilary's Catholic Church, Genoa, N.Y.	299 Main St., Aurora, NY 13026
St. Anthony's Catholic Church of Groton, N.Y.	312 Locke Rd., Groton, NY 13073
Church of the Holy Name, Groveland, N.Y.	13 North St., Geneseo, NY 14454
The Church of St. Elizabeth Ann Seton, The Diocese of Rochester, N.Y.	P.O. Box 149, Hamlin, NY 14464
Marianne Cope Roman Catholic Parish, Monroe County NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Guardian Angels Church of Rochester, New York • Church of the Good Shepherd, Henrietta, N.Y. • St. Joseph's Catholic Society of Rush, N.Y. 	3318 E. Henrietta Rd., Henrietta, NY 14467
Church of St. Leo, Hilton, N.Y.	167 Lake Ave., Hilton, NY 14468
St. Mary's Church of Honeoye Flats, N.Y (St. Mary - Our Lady of the Hills)	8961 Main St., Honeoye, NY 14471
St. Paul of the Cross Church, Honeoye Falls, N.Y.	31 Monroe St., Honeoye Falls, NY 14472
Our Lady of the Valley; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Joachim's Roman Catholic Church • St. Ann's Roman Catholic Church • St. Ignatius Loyola Church of Hornell, N.Y. • St. Mary's Roman Catholic Church 	27 Erie Ave., Hornell, NY 14843
Church of St. Mary Our Mother, Horseheads, N.Y.	816 W. Broad St., Horseheads, NY 14845
St. Catherine of Siena Church	302 Saint Catherine Circle, Ithaca, NY 14850
The Immaculate Conception Church, Ithaca, N.Y.	113 N. Geneva St., Ithaca, NY 14850
All Saints Church Corporation, Ludlowville, NY	347 Ridge Rd., Lansing, NY 14882
St. Rose Roman Catholic Church	1985 Lake Ave., Lima, NY 14485
St. Matthew Catholic Church Society; <i>successor in interest to the insurance rights of:</i>	P.O. Box 77, Livonia, NY 14487

<ul style="list-style-type: none"> • St. William's Church Society, Conesus, N.Y. • St. Joseph's Catholic Church Society of Livonia, N.Y. 	
St. Michael's Church Society, Livonia Center, N.Y.	8961 Main St., Honeoye, NY 14471
Parish of St. Katharine Drexel, Palmyra; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Macedon, N.Y. • St. Gregory's Roman Catholic Church of Marion, N.Y. • Roman Catholic Church of St. Anne, Palmyra, N.Y. 14522 	52 Main St., Macedon, NY 14502
St. Catherine's Roman Catholic Church, Mendon, NY	26 Mendon-Ionia Rd., Mendon, NY 14506
St. Michael's Church, Montezuma, N.Y.	2667 Hamilton St., Weedsport, NY 13166
St. Michael's Church, Newark, N.Y.	401 S. Main St., Newark, NY 14513
St. Christopher of Chili, New York	3350 Union St., North Chili, NY 14514
St. Benedict's Mission Church of Odessa, New York	169 Speedway, Odessa, NY 14869
St. Maximilian Kolbe Catholic Church Society of Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's of the Lake Roman Catholic Church Society • Church of the Epiphany, Sodus, N.Y. • Church of St. Rose of Lima, Sodus Point, N.Y. 	5823 Walworth Rd., Ontario, NY 14519
The Parish of Mary, Mother of Mercy, Tompkins County, New York; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis Solanus Church, Interlaken, N.Y. • Holy Cross Church • St. James the Apostle Church of Trumansburg, N.Y. 	PO Box 337, Ovid, NY 14521
Blessed Trinity, Owego; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Margaret Mary's Roman Catholic Church of Apalachin, N.Y. • St. Francis Roman Catholic Church • St. John the Evangelist Roman Catholic Church • St. Pius the Tenth Church, Van Etten, N.Y. • St. James the Apostle, Roman Catholic Church Society of Waverly, N.Y. 	300 Main St., Owego, NY 13827

St. Patrick's Roman Catholic Church Society of Owego, N.Y.	300 Main St., Owego, NY 13827
St. Joseph's Catholic Church of Penfield, NY	43 Gebhardt Rd., Penfield, NY 14526
Our Lady of the Lakes Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Andrew's Church of Dundee • St. Januarius Roman Catholic Church • St. Michael's Church of Penn Yan, N.Y. • St. Patrick's Catholic Church, Prattsburg, N.Y. • St. Mary's Church, Rushville, N.Y. • St. Theresa's Church, Stanley, N.Y. 	210 Keuka St., Penn Yan, NY 14527
St. Raphael's Church, Piffard, N.Y.	13 North St., Geneseo, NY 14454
Church of the Transfiguration, Diocese of Rochester, New York	50 W Bloomfield Rd., Pittsford, NY 14534
St. Louis Church of Pittsford, N.Y.	60 S. Main St., Pittsford, NY 14534
St. John the Evangelist Church Society, Spencerport, N.Y.	55 Martha St., Spencerport, NY 14559
St. Patrick's Church of Victor, N.Y.	115 Maple Ave., Victor, NY 14564
St. Frances & St. Clare Roman Catholic Parish, Seneca County, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary's Church, Waterloo, N.Y. • St. Patrick's Church of Seneca Falls, N.Y. 	25 Center St., Waterloo, NY 13165
St. Mary's of the Lake Roman Catholic Church Society	P.O. Box 289, Watkins Glen, NY 14891
Holy Family Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Pius V Church Society, Cohocton, N.Y. • St. Mary's Church • The Church of the Sacred Heart of Jesus, Perkinsville, N.Y. • St. Joseph's Roman Catholic Church Corp., Wayland, N.Y. 	206 Fremont St., Wayland, NY 14572
The Roman Catholic Church of the Most Holy Trinity at Webster, N.Y.	1460 Ridge Rd., Webster, NY 14580
St. Paul's Roman Catholic Church of Webster, N.Y.	783 Hard Rd., Webster, NY 14580
Church of the Holy Spirit of Penfield, N.Y.	1355 Hatch Rd., Webster, NY 14580
Our Lady of the Snow, Weedsport; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Patrick's Roman Catholic Church of Cato, N.Y. • St. John's Church, Port Byron, N.Y. 13140 	2667 Hamilton St., Weedsport, NY 13166

<ul style="list-style-type: none"> • St. Joseph's Catholic Church of Weedsport, N.Y. 	
St. Joseph's Church of West Bloomfield	95 N. Main St., Canandaigua, NY 14424
St. Rita's Church of West Webster, N.Y.	1008 Maple Dr., West Webster, NY 14580
Catholic Community of the Blessed Trinity of Wolcott, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary Magdalen Church, Wolcott, N.Y. • St. Thomas the Apostle Roman Catholic Church of Red Creek • St. Jude 	11956 Washington St., Wolcott, NY 14590
Catholic Charities of the Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Rochester Catholic Press Association, Inc.	1150 Buffalo Rd., Rochester, NY 14624
DePaul Mental Health Services, Inc. f/k/a DePaul Clinic	1931 Buffalo Rd., Rochester, NY 14624
The Corporate Board of Education, Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Bishop Sheen Ecumenical Housing Foundation, Inc.	150 French Rd., Rochester, NY 14618
Charles Settlement House, Inc.	445 Jay St., Rochester, NY 14611
St. Bernard's School of Theology and Ministry	120 French Rd., Rochester, NY 14618
Camp Stella Maris of Livonia, N.Y.	4395 East Lake Rd., Livonia, NY 14487

ATTACHMENT F

NOTICE NAMES AND ADDRESSES

DOR: The Diocese of Rochester
1150 Buffalo Road
Rochester, New York 14624
Attention: Lisa M. Passero, Chief Financial Officer

With copies to: Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202
Attn: Stephen A. Donato
Charles J. Sullivan
Grayson T. Walter

-and-

Blank Rome LLP
1825 Eye Street NW
Washington, D.C. 20006
Attn: James R. Murray
James S. Carter

DOR Parishes: Woods Oviatt Gillman, LLP
1900 Bausch & Lomb Place
Rochester, NY 14604
Attention: Timothy P. Lyster

LONDON MARKET INSURERS

For Resolute Management Services Limited: Martin Futter, Esq. LLB (Hons) PGDip (LPC)

Account Manager
Resolute Management Services Ltd.
London Underwriting Centre
4th Floor, 8 Fenchurch Place
London EC3M 4AJ
England
Tel: +44 (0) 207 342 2455

For Company Leader: Mr. Steve Dodson
Head of Claims

Catalina Worthing Insurance Ltd f/k/a HFPI (as
Part VII transferee of Excess Insurance Company
Ltd and/or London & Edinburgh Insurance
Company Ltd (as successor to London &
Edinburgh General Insurance Company Ltd))
1 Alie St.
London E1 8DE
England
Tel: +44 (0) 207 265 5031

With copies to:

Catalina J. Sugayan, Esq.
Clyde & Co US LLP
55 West Monroe Street
Suite 3000
Chicago, IL 60603
Tel: 312.635.6917

Russell W. Roten, Esq.
Duane Morris LLP
865 South Figueroa Street
Suite 3100
Los Angeles, CA 90017-5450
Tel: 213.689.7439

Exhibit B

Underwriters Settlement Agreement

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (hereinafter the “Agreement”) is made this ___ day of May, 2022, by and between the Diocese of Rochester (“**DOR**”)¹ and the other “**DOR Entities**” on the one hand, and certain Underwriters at Lloyd’s, London, HDI Global Specialty SE and Convex Insurance UK Limited (collectively “**Underwriters**”) on the other hand. (The aforementioned parties are referred to hereinafter collectively as the “Parties” or individually as a “Party”).

WITNESSETH THAT:

WHEREAS, the “**CVA**” provided for a window for individuals to file civil claims for injury suffered as a result of alleged sexual misconduct that were otherwise time-barred;

WHEREAS, as a result of revival, pursuant to the CVA, certain claims that were otherwise time-barred by the statute of limitations, “**Tort Claims**”, were brought against certain DOR Entities;

WHEREAS, certain DOR Entities incurred, and may incur in the future, liabilities, expenses, and losses arising out of the Tort Claims;

WHEREAS, Underwriters severally subscribed to the “**Subject Insurance Policies**” allegedly providing insurance to the DOR Entities, including Primary Certificates that provided limited claims-made Sexual Misconduct Liability Coverage for periods effective since July 1, 2018;

WHEREAS, the Subject Insurance Policies are property of DOR’s bankruptcy estate;

WHEREAS, certain DOR Entities tendered “**Coverage Claims**” to Underwriters seeking insurance coverage for the Tort Claims;

WHEREAS, Underwriters acknowledge that a few of the Coverage Claims potentially implicate the Sexual Misconduct Liability Coverage in some of the Subject Insurance Policies, but they dispute the Coverage Claims;

WHEREAS, to address its liabilities for the Tort Claims, on the “**Petition Date**”, DOR filed the “**Bankruptcy Case**” in the “**Bankruptcy Court**”;

WHEREAS, on November 14, 2019, DOR filed the “**Insurance Coverage Action**”, as an adversary proceeding in the Bankruptcy Court;

WHEREAS, some of the Underwriters are named defendants in the Insurance Coverage Action, and dispute the substantive allegations and Coverage Claims asserted against them in the Insurance Coverage Action;

WHEREAS, on December 23, 2019, DOR filed the “**Mediation Motion**”;

¹ Terms in bold and inside quotation marks are defined in Section 1. Definitions.

WHEREAS, on March 10, 2020, the Bankruptcy Court (i) entered the “**Mediation Order**” approving the Mediation Motion, appointing the “**Mediator**”, and (ii) ordered the “**Mediation Parties**” to mediate the Tort Claims and the Coverage Claims;

WHEREAS, pursuant to the Bankruptcy Court’s Mediation Order, no defendant filed an Answer or otherwise responded in the Insurance Coverage Action;

WHEREAS, whether or not they (i) were subject to the Tort Claims, or (ii) asserted Coverage Claims against Underwriters, the DOR Entities are settling with and releasing Underwriters pursuant to this Agreement;

WHEREAS, it is the intention of the Parties that Underwriters shall pay the “**Settlement Amount**” in exchange for: (i) a buy back of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the “**Effective Date**”, free and clear of all “**Interests**” such that Underwriters shall have no remaining duties or obligations to the DOR and the DOR Entities of any nature whatsoever under these Policies’ Sexual Misconduct Liability Coverages; and (ii) a full and final release that terminates all rights, obligations and liabilities of Underwriters with respect to or arising out of the Coverage Claims under the Subject Insurance Policies;

WHEREAS, DOR shall pay the Settlement Amount to the “**Trust**” for the benefit of the “**Channeled Claimants**”;

WHEREAS, it is the intention of the Parties that any and all Interests in or to the Subject Insurance Policies with respect to or arising out of the Coverage Claims be extinguished, ended, and forever terminated;

WHEREAS, it is the intention of the Parties that the DOR Entities: (i) shall not retain any right, title, or Interest in or to the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date; (ii) shall not retain any Interest in the Subject Insurance Policies with respect to or arising out of the Coverage Claims; and, (iii) release Underwriters from all “**Released Claims**”;

WHEREAS, subject to the Court entering the orders contemplated by this Agreement, Underwriters will be protected by the “**Settling Insurer Supplemental Injunction**” and the “**Channeling Injunction**”;

WHEREAS, DOR agrees to use commercially reasonable efforts to obtain the “**Settling Insurer Supplemental Injunction**” for the benefit of the “**Settling Insurers**”, pursuant to the “**Plan**”; and

WHEREAS, by this Agreement, the Parties intend to adopt, by way of compromise, and without prejudice to or waiver of their respective positions in other matters, without further trial or adjudication of any issues of fact or law, and without Underwriters’ admission of liability or responsibility under the Subject Insurance Policies, a full and final settlement that: (a) releases and terminates all Interests of Underwriters and the DOR Entities with respect to the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, including all rights, obligations and liabilities relating to the “**Barred Claims**” and the “**Enjoined Claims**,” without prejudice to their respective positions on policy wordings or any

other issues relating to the Insurance Coverage Action, the Coverage Claims, or otherwise; and (b) releases and terminates all Interests of Underwriters and the DOR Entities under Subject Insurance Policies with respect to or arising out of the Coverage Claims.

AGREEMENTS:

NOW, THEREFORE, in full consideration of the foregoing and of the mutual agreements herein contained, and intending to be legally bound, the Parties agree as follows:

1. Definitions

The following definitions and the definitions used above apply to this Agreement as well as any exhibits or attachments hereto. Where the listed terms are further defined in the body of this Agreement, the definitions listed here nonetheless apply and shall serve to further explain the meaning of those terms. Each defined term stated in a singular form shall include the plural form, each defined term stated in plural form shall include the singular form, and each defined term stated in the masculine form or in the feminine form shall include the other. The words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation,” and the phrase “relating to” means “with regard to, by reason of, based on, arising out of, relating to, or in any way connected with.” (The words “include,” “includes,” and “including,” and the phrase “relating to” are not capitalized herein.) This Agreement incorporates all attachments hereto to the same extent as if fully set forth herein. All references to “Sections” are references to sections of this Agreement unless otherwise specified.

a. Abuse

The term “**Abuse**” means (i) any actual, threatened, or alleged sexual conduct, misbehavior, abuse, or molestation, including a sexual offense as defined in New York Penal Law Section 130, incest as defined New York Penal Law Section 255, and use of a child in sexual performance as defined in New York Penal Law Section 263; (ii) indecent or lascivious behavior, undue familiarity, harassment, pedophilia, ephebophilia, or sexually-related physical, psychological, or emotional harm; (iii) contacts or interactions of a sexual nature; or (iv) assault, battery, corporal punishment, or other act of physical, psychological, or emotional abuse, humiliation, intimidation, or misconduct.

b. Action

The term “**Action**” means any lawsuit, proceeding, or other action in a court, or any arbitration.

c. Affiliates

The term “**Affiliates**” means all past, present, and future Persons that control, are controlled by, or are under control with, another Person, including parents, subsidiaries, merged Persons, holding Persons, and acquired Persons, or any predecessor to such Person.

d. Agents

The term “**Agents**” means all past and present employees, officers, directors, agents, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy, Persons bound by monastic vows, volunteers, attorneys, claims handling administrators, and representatives of a Person, in their capacities as such.

e. Approval Order

The term “**Approval Order**” means an order entered by the Court, upon a hearing following Bankruptcy Notice, containing all of the following provisions but no provision that is contrary to or inconsistent with the following provisions. The wording of the Approval Order shall be mutually acceptable to DOR, Underwriters, and Rev. Thomas P. Mull in his capacity as chair of the parish steering committee. The Approval Order shall contain provisions:

(i) finding that due and adequate notice of the DOR’s request for approval of this Agreement has been provided to all creditors and parties in interest in the Bankruptcy Case;

(ii) approving this Agreement in its entirety, pursuant to Bankruptcy Code §§ 363(b), (f), and (m) and, if applicable, 105(a), and Bankruptcy Rules 6004 and 9019;

(iii) authorizing the sale of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect though the Effective Date, free and clear of all Interests of all Persons, including all Interests, if any, arising under New York Insurance Law or any other applicable law, with all Interests in and to, and Claims against, the Subject Insurance Policies being fully extinguished without reservation as to the Settling Insurers;

(iv) ordering that all Tort Claims (along with any Contribution, Coverage, Direct Action, Extra-Contractual, Indirect, and Medicare Claims related thereto), against, and Interests in and to, the Subject Insurance Policies that were in effect through the Effective Date be fully extinguished without reservation as to Underwriters and the DOR Entities, and channeled to a Trust upon the Plan Effective Date;

(v) ordering that all Barred Claims and other Interests in Tort Claims that any Person, including CMS, might have in, or against, the Subject Insurance Policies that were in effect through the Effective Date, attach to the Settlement Amount;

(vi) authorizing and directing the Parties to perform their respective obligations under this Agreement; and

(vii) issuing the Bar Order.

The Approval Order shall be accompanied by the separately entered Settlement Approval Findings and Conclusions.

f. Bankruptcy Case

The term “**Bankruptcy Case**” means the bankruptcy case filed by DOR in the Bankruptcy Court, entitled *In re the Diocese of Rochester*, Case Number 2-19-20905-PRW.

g. Bankruptcy Code

The term “**Bankruptcy Code**” means Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*

h. Bankruptcy Court

The term “**Bankruptcy Court**” means the Bankruptcy Court for the Western District of New York.

i. Bankruptcy Notice

The term “**Bankruptcy Notice**” means notice as required under Bankruptcy Rules 2002, 6004(a), and (c), and applicable local rules, sent to (i) all holders of Claims against the DOR Entities, including Tort Claims, or their attorneys, if any, who are known to the DOR Entities; (ii) the Official Committee of Unsecured Creditors; (iii) the Future Claims Representative (once appointed by the Court); (iv) all insurers of the DOR Entities that provide coverage for or are alleged to provide coverage for Tort Claims; (v) the Secretary of the Department of Health and Human Services (“**Secretary**”); (vi) CMS; (vii) the United States Attorney for the Western District of New York; (viii) all Persons who, in the opinion of any Party to this Agreement, might reasonably be expected to be affected by the transactions contemplated herein; and (ix) all other Persons as directed by the Court. Notice shall also be given by (a) publication in the national edition of either *The New York Times* or *USA Today*; and (b) local publication in the *Rochester Democrat & Chronicle*, or as the Court may otherwise direct.

j. Bankruptcy Rules

The term “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as such may be amended from time to time.

k. Bar Order

The term “**Bar Order**” means an order barring, estopping, and permanently enjoining all Persons from asserting any Barred Claims against Underwriters.

l. Business Day

The term “**Business Day**” means any day that is not a Saturday, Sunday, or legal holiday in the State of New York or the United Kingdom.

m. Channeling Injunction

The term “**Channeling Injunction**” means an order of the Court requiring all Channeled Claimants to assert their Channeled Claims against the Trust, and barring and permanently enjoining such claims against the DOR Entities and the Settling Insurers, pursuant to § 105 of the Bankruptcy Code, which states, *verbatim*, unless Underwriters and DOR agree to modified language:

Channeling Injunction Preventing Prosecution of Channeled Claims Against Protected Parties and Settling Insurers.

- (a) In consideration of the undertakings of the Protected Parties and Settling Insurers under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in Sections 524 and 1141 of the Bankruptcy Code, and pursuant to and pursuant to Sections 105 and 363 of the Bankruptcy Code:**
- 1. any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims;**
 - 2. all Persons who have held or asserted, hold or assert, or may in the future hold or assert, any Channeled Claims, 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 against the Protected Parties or Settling Insurers, including:**
 - (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or Settling Insurers or against the property of any of the Protected Parties or Settling Insurers;**
 - (ii) enforcing, attaching, collecting, or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or Settling Insurers, or the property of any of the Protected Parties or Settling Insurers, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties or Settling Insurers;**
 - (iii) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties or Settling Insurers, or the property of the Protected Parties or Settling Insurers;**

(iv) asserting, implementing, or effectuating any Channeled Claim of any kind against:

1. any obligation due any of the Protected Parties or Settling Insurers;
2. any of the Protected Parties or Settling Insurers; or
3. the property of any of the Protected Parties or Settling Insurers.

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and

(vi) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties, the Settling Insurers, or the property of any of the Protected Parties or the Settling Insurers.

The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this Section ___ shall inure to the benefit of the Protected Parties and Settling Insurers. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

n. Claim

The term "**Claim**" means (a) a claim as that term is defined in § 101(5) of the Bankruptcy Code; or (b) any claim, interest, Action, assertion of right, complaint, cross-complaint, counterclaim, defense, liability, obligation, right, request, allegation, mediation, litigation, direct action, administrative proceeding, cause of action, lien, debt, bill, indemnity, equitable indemnity, right of subrogation, equitable subrogation, injunctive relief, controversy, contribution, exoneration, covenant, agreement, promise, act, omission, trespass, variance, damages, judgment, compensation, set-off, reimbursement, restitution, cost, expense, loss, exposure, execution, attorneys' fee, obligation, encumbrances, order, affirmative defense, writ, demand, inquiry, request, directive, obligation, Proof of Claim in a bankruptcy proceeding or submitted to a trust established pursuant to the Bankruptcy Code, government claim or Action, settlement, and/or any liability whatsoever, whether past, present or future, known or unknown, asserted or unasserted, foreseen or unforeseen, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct, indirect or otherwise consequential, whether in law, equity, admiralty or otherwise, whether currently known or unknown, whether compromised, settled or reduced to a consent judgment, that may exist now or hereinafter for property damages, compensatory damages (such as loss of consortium, wrongful death, survivorship, proximate, consequential, general and special damages), punitive damages, bodily injury, personal injury, public and private claims, or any other right to relief whether sounding in tort, contract, extra-contractual or bad faith, statute, strict liability, equity, nuisance, trespass, statutory violation, wrongful entry or eviction or other eviction or other invasion of the right of private occupancy, and any amounts paid in respect of any

judgment, order, decree, settlement, contract, or otherwise. A Person who holds a Claim is a “**Claimant**”. The term Claim includes all of the following:

(i) **Barred Claims**

The term “**Barred Claims**” means all Claims enjoined by the Bar Order, which shall include all Channeled, Direct Action, and Released Claims.

(ii) **Channeled Claims**

The term “**Channeled Claims**” means the claims channeled to the Trust, including all Tort, Direct Action, Extra-Contractual, Medicare, and Indirect Claims against any DOR Entity or Settling Insurer, which are channeled to the Trust, and for which the Trust assumes liability, pursuant to the Plan.

(iii) **Contribution Claims**

The term “**Contribution Claims**” means all Claims, most commonly expressed in terms of contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, allocation or reallocation, or reimbursement, or any other indirect or derivative recovery, by an Insurer against Underwriters (or any of them) for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of a Claim against a DOR Entity.

(iv) **Coverage Claims**

The term “**Coverage Claims**” means all Tort Claims (along with any Contribution, Direct Action, Extra-Contractual, Indirect, and Medicare Claims related thereto), under or relating to the Subject Insurance Policies that were in effect through the Effective Date, or the rights and obligations thereunder, or the breach thereof, including Claims seeking insurance coverage.

(v) **Direct Action Claims**

The term “**Direct Action Claims**” means the same as Tort Claims, except that they are asserted against Underwriters (or any of them), instead of any DOR Entity or the Trust, for the recovery of insurance proceeds.

(vi) **Enjoined Claims**

The term “**Enjoined Claims**” means all Claims enjoined by the Settling Insurer Supplemental Injunction, which shall include all Barred, Contribution, Indirect, and Medicare Claims.

(vii) **Extra-Contractual Claims**

The term “**Extra-Contractual Claims**” means all Claims against Underwriters (or any of them), arising from events or conduct prior to the date of this Agreement, seeking

any type of relief other than coverage or benefits under the Subject Insurance Policies. “**Extra-Contractual Claims**” include Claims for compensatory, exemplary, or punitive damages, or attorneys’ fees, interest, costs, or any other type of relief, alleging, with respect to (i) any of the Subject Insurance Policies; (ii) any Claim allegedly or actually covered under the Subject Insurance Policies; or (iii) the conduct of Underwriters with respect to (i) and/or (ii): bad faith; failure to provide insurance coverage; failure or refusal to compromise and settle any Claim; failure to act in good faith; violation of any covenant or duty of good faith and fair dealing; violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; violation of any unfair claims practices act or similar statute, regulation or code; any type of misconduct or any other act or omission of any type. The term “**Extra-Contractual Claims**” includes all Claims relating to Underwriters’ (i) handling of any request for insurance coverage for any Claim; (ii) conduct relating to the negotiation of this Agreement; and (iii) conduct relating to the settlement of any Coverage Claim.

(viii) **Indirect Claims**

The term “**Indirect Claims**” means Claims against a DOR Entity or a Settling Insurer, asserted by a Non-DOR Insurer, or any other Entity that is not an Insurer, for contribution, indemnity, equitable indemnity, subrogation, or equitable subrogation, allocation or reallocation, or reimbursement, or any other indirect or derivative recovery, on account of or with respect to any Claim relating to Abuse.

(ix) **Medicare Claims**

The term “**Medicare Claims**” means all Claims by CMS, and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSP, relating to any payments in respect of any Tort Claims, including Claims for reimbursement of payments made to Tort Claimants who recover or receive any distribution from the Trust, and Claims relating to reporting obligations..

(x) **Released Claims**

The term “**Released Claims**” means Coverage and Extra-Contractual Claims.

(xi) **Tort Claims**

(A) The term “**Tort Claims**” means all Claims relating to Abuse that took place in whole or in part prior to the Plan Effective Date for which a DOR Entity is allegedly responsible, including any such Claim seeking monetary damages or any other relief, under any theory of liability, including: vicarious liability; *respondeat superior*; any fraud-based theory, including fraud in the inducement and fraudulent concealment; any negligence-based or employment-based theory, including negligent hiring, supervision, retention or misrepresentation; any other theory based on a duty, fiduciary duty, pattern and/or practice, misrepresentation, concealment, or unfair practice; contribution; indemnity; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any DOR Entity or any other Person for whom any DOR Entity is

allegedly responsible, including any such Claim asserted against any DOR Entity in connection with the Bankruptcy Case. The term “**Tort Claims**” includes Future Tort Claims; it does not include Contribution or Medicare Claims.

(B) The term “**Future Tort Claim**” means any Tort Claim that was (i) neither filed, nor deemed filed, in the Bankruptcy Case, by the Claims Filing Deadline, nor otherwise allowed by the Court prior to the Plan Effective Date; and (ii) is held by an individual (a) who, at the time of the Claims Filing Deadline, was (x) under a disability recognized by New York C.P.L.R. §208, or other applicable law suspending the running of the limitation period, if any, or (y) barred by a statute of limitations, but is no longer barred by such statute of limitations for any reason, including the enactment of legislation.

o. Claims Filing Deadline

The term “**Claims Filing Deadline**” means August 13, 2020, at 11:59 P.M. (prevailing Eastern Time).

p. CMS

The term “**CMS**” means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services, located at 7500 Security Boulevard, Baltimore, MD 21244-1850 and/or any other Agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA for reimbursement of Medicare Claims.

q. Committee

The term “**Committee**” means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case.

r. Confirmation Findings and Conclusions

The term “**Confirmation Findings and Conclusions**” means the findings of fact and conclusions of law required under §§ 1129(a), and, if applicable, 105(a) and 1129(b), of the Bankruptcy Code, which are to be entered concurrently with, but separately from, the Confirmation Order, as necessary to confirm the Plan and dismiss with prejudice the Insurance Coverage Action as against Underwriters, including the following:

(i) This Agreement is the fruit of long-term negotiations amongst the Parties, which began in March 2020, following the Bankruptcy Court’s entry of the Mediation Order;

(ii) The Settlement Amount provides good and valuable consideration to DOR’s bankruptcy estate, and enables distributions to the Channeled Claimants;

(iii) This Agreement is therefore necessary to the Plan because it provides significant funding for the Plan;

(iv) The Subject Insurance Policies are property of DOR's bankruptcy estate and are therefore subject to the *in rem* jurisdiction of the Court;

(v) The Channeled Claims are within the jurisdiction of the Court because they seek property of DOR's bankruptcy estate;

(vi) Because it would be impractical to divide the Subject Insurance Policies amongst DOR and the other DOR Entities, it was necessary for DOR to obtain the participation of the other DOR Entities in this Agreement;

(vii) The DOR Entities, other than DOR, would not release their Interests in the Subject Insurance Policies with respect to or arising out of the Coverage Claims unless they obtained the benefits of the Channeling Injunction, because to do so would have left them exposed to Tort Claims, whether or not such Claims be valid, and whether or not coverage exists under the Subject Insurance Policies for such Claims;

(viii) Therefore, the Channeling Injunction is necessary to the Agreement;

(ix) The Channeling Injunction is narrowly tailored because it requires only Channeled Claims against the DOR Entities and the Settling Insurers to be brought against the Trust;

(x) The Coverage Claims are within the jurisdiction of the Bankruptcy Court because such claims could enhance the estate;

(xi) Underwriters required that DOR obtain the benefits of the Settling Insurer Supplemental Injunction, as a condition of entering into this Agreement and contributing the Settlement Amount;

(xii) Therefore, the Settling Insurer Supplemental Injunction is necessary to this Agreement and the Plan;

(xiii) The Settling Insurer Supplemental Injunction is narrowly tailored because it only enjoins the Enjoined Claims against the Settling Insurers;

(xiv) Underwriters are repurchasing the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, pursuant to this Agreement. Underwriters are not purchasing any other assets of the DOR Entities and are not a continuation of the DOR Entities, nor engaging in a continuation of the DOR Entities' businesses. Underwriters shall not have any responsibility or liability with respect to any of the DOR Entities' other assets; and

(xv) Underwriters are not, and shall not be deemed to be, successors to the DOR Entities, or any of them, by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in this Agreement, the

Plan, or otherwise. Underwriters shall not assume, or be deemed to have assumed, any liabilities or other obligations of the DOR Entities.

s. Confirmation Order

The term “**Confirmation Order**” means an order entered by the Court after a confirmation hearing upon Bankruptcy Notice confirming the Plan, in a form and substance as required by this Agreement, which order has not been stayed. The wording of the Confirmation Order shall be mutually acceptable to DOR, Underwriters, and Rev. Thomas P. Mull in his capacity as chair of the parish steering committee. The Confirmation Order shall contain all of the following provisions but no provision that is contrary to or inconsistent with this Agreement:

- (i) confirming the Plan;
- (ii) specifically, and individually, ordering all Persons, as set forth in the Plan, to act or refrain from acting as specified in the Plan;
- (iii) incorporating the terms and provisions of the Bar Order as though fully set forth therein;
- (iv) ordering the Trustee to perform the obligations, if any, imposed upon the Trustee by this Agreement;
- (v) issuing the Channeling Injunction and the Settling Insurer Supplemental Injunction;
- (vi) discharging DOR from all Claims, including all Channeled Claims;
- (vii) ordering all Channeled Claimants with pending state court Actions against any DOR Entity to dismiss such Claims and assert them against the Trust for resolution pursuant to the Trust Agreement; and
- (viii) including the Reduction Clause set forth in Section 8, below.

The Confirmation Order shall be accompanied by the separately entered Confirmation Findings and Conclusions.

t. Court

The term “**Court**” means the Bankruptcy Court, or the District Court, as applicable.

u. CVA

The term “**CVA**” means the New York Child Victims Act, NY CPLR Section 214-G and all related civil and penal laws and statutes.

v. **District Court**

The term “**District Court**” means the United States District Court for the Western District of New York.

w. **DOR**

The term “**DOR**” means The Diocese of Rochester, which is the diocesan corporation formed pursuant to N.Y. Relig. Corp. Law § 90, together with the public juridic person of the Roman Catholic Diocese of Rochester, as now constituted or as it may have been constituted. Furthermore, in the event of any Action naming any Affiliate or Agent of DOR, such Action shall be considered an Action against DOR, the insurance coverage for which is released pursuant to Section 4 hereof.

x. **DOR Entities**

The term “**DOR Entities**” means, in their capacity as such:

(i) DOR;

(ii) DOR’s Affiliates;

(iii) Any and all insureds, named insureds, additional insureds and other insureds, or Persons otherwise insured or allegedly insured under the Subject Insurance Policies, including schools and the DOR Parishes;

(iv) Each of the Affiliates of the Persons identified in the foregoing subsections (i)-(iii);

(v) Each of the successors and assigns of the Persons identified in the foregoing subsections (i)-(iv); and

(vi) Each of the Agents of the Persons identified in the foregoing subsections (i)-(v).

The “**DOR Entities**” include each of the Persons set forth on Attachment A to this Agreement.

An individual who perpetrated an act of Abuse that forms the basis for a Tort Claim is not a DOR Entity with respect to that Tort Claim.

y. **DOR Parishes**

The term “**DOR Parishes**” means all past and present parishes of or in DOR, in their capacity as public juridic persons, together with each corresponding parish corporation formed pursuant to N.Y. Relig. Corp. Law § 90.

z. Effective Date

The term “**Effective Date**” means the day following the date on which all of the following have occurred: (i) all Parties have executed this Agreement; (ii) the Court has issued the Approval Order and the Settlement Approval Findings and Conclusion; and (iii) the Approval Order has become a Final Order.

aa. Entities’ Release

The term “**Entities’ Release**” means the following:

(i) The remising, release, covenant not to sue, and permanent discharge by the DOR Entities and any subsequently appointed trustee or representative acting for the DOR Entities, without further act by any Person, from and against all Released Claims that any DOR Entity ever had, now has, or hereafter may have, from the beginning of time to the Effective Date, of: (1) Underwriters; (2) the respective heirs, executors, administrators, and reinsurers (as such) of any of the Persons identified in clause (1) hereof in their capacity as such.

(ii) The Entities’ Release shall not serve to release or discharge any obligations of any Person (or such Person’s Affiliates) (a) that has not paid to the Trust such Person’s full allocable share of the Settlement Amount pursuant to the terms of this Agreement.

bb. Final Order

The term “**Final Order**” means an order as to which the time to appeal, petition for *certiorari*, petition for review, or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, review, reargue, or rehear shall have been waived in writing in form and substance satisfactory to DOR and Underwriters, and their counsel or, in the event that an appeal, *writ of certiorari*, petition for review, or reargument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or *certiorari* or review has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for *certiorari*, petition for review, or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a Final Order. For the avoidance of doubt, if the Plan is substantially consummated as defined in § 1101(2) of the Bankruptcy Code (hereafter “Substantial Consummation”), and any appeal of the Confirmation Order becomes equitably moot due to Substantial Consummation, the Confirmation Order shall be considered a Final Order as of the date that the order determining such appeal to be moot has become a Final Order.

cc. Future Claims Representative

The term “**Future Claims Representative**” means an individual appointed by the Court to represent the interests of Future Tort Claimants.

dd. HHS

The term “**HHS**” means the United States Department of Health and Human Services.

ee. Insurance Coverage Action

The term “**Insurance Coverage Action**” means the case entitled *The Diocese of Rochester v. The Continental Insurance Company, et al.*, filed in the United States Bankruptcy Court for the Western District of New York, as Adversary Proceeding Number 2-19-02021-PRW.

ff. Insurers

The term “**Insurers**” means the insurers of the DOR Entities, comprising the Settling Insurers and the Non-Settling Insurers.

gg. Interests

The term “**Interests**” means all Claims, including any “interests” as that term is used in 11 U.S.C. § 363, and other rights of any nature, whether at law or in equity, including all interests or other rights under New York Insurance Law or any other applicable law.

hh. Mediation

The term “**Mediation**” means the mediation by the Mediation Parties, as ordered by the Bankruptcy Court, on March 10, 2020.

ii. Mediation Parties

The term “**Mediation Parties**” means, collectively: (a) DOR; (b) each insurer named as a Defendant in the Insurance Coverage Action; (c) the Committee; (d) state court counsel for Tort Claimants; (e) the *ad hoc* committee of parishes and other parties-in-interest, including schools or other non-debtor Catholic entities located within the DOR, to the extent permitted or required by the Mediator.

jj. Mediation Motion

The term “**Mediation Motion**” means the Motion for Entry of an Order Referring this Adversary Proceeding to Mediation filed by the DOR in the Insurance Coverage Action.

kk. Mediation Order

The term “**Mediation Order**” means the Order Directing Mediation and Appointing Mediator filed by the DOR in the Insurance Coverage Action.

ll. Mediator

The term “**Mediator**” means the Honorable Gregg W. Zive, United States Bankruptcy Judge.

mm. Medicare

The term “**Medicare**” means Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.*, enacted July 1, 1966, including all subsequent amendments thereto.

nn. Medicare Beneficiary

The term “**Medicare Beneficiary**” means any individual who has received or is eligible to receive benefits under Medicare and is the holder of a Channeled Claim.

oo. MSP or Medicare Secondary Payor Act

The term “**Medicare Secondary Payor Act**” or “**MSP**” means 42 U.S.C. § 1395y *et seq.*, or any other similar statute or regulation, and any related rules, regulations or guidance issued in connection therewith or amendments thereto.

pp. MMSEA

The term “**MMSEA**” means § 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L.110-173), which imposes reporting obligations on those Persons with payment obligations under the MSP.

qq. Non-DOR Insurer

The term “**Non-DOR Insurer**” means an insurer that insures a Person allegedly liable for Claims relating to Abuse, but who does not fall into the definition of Insurer.

rr. Non-Settling Insurer

The term “**Non-Settling Insurer**” means any Person that has, or could be alleged to have, issued or subscribed an insurance policy providing coverage for Tort Claims, which Person has not settled its obligations under such policy.

ss. Person

The term “**Person**” means any individual or entity, including any corporation, limited liability company, partnership, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, proprietorship, association, joint stock company, joint venture, estate, trust, trustee, personal executor or personal representative, unincorporated association, or other entity, including any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency or instrumentality thereof.

tt. Petition Date

The term “**Petition Date**” means September 12, 2019.

uu. Plan

The term “**Plan**” means a plan of reorganization proposed by DOR, after good-faith consultation with Underwriters, which (a) contains all of the following provisions, but no provision that is contrary to or inconsistent with this Agreement; (b) allows all of the acts and transactions under, and envisioned by, this Agreement to occur with binding legal effect; (c) does not materially and adversely affect the rights, duties, or interests of the DOR Entities or Underwriters, under this Agreement; (d) includes all papers, exhibits, attachments, appendices, or other documents filed with or in support of the Plan and necessary for its implementation, and any documents relating to the establishment and operation of the Trust; and (e) shall include the following provisions:

- (i) incorporating this Agreement;
- (ii) specifying the terms of this Agreement shall control in the event of any conflict with the Plan or the Confirmation Order;
- (iii) prohibiting DOR from continuing to pursue the Insurance Coverage Action against Underwriters, requiring DOR to dismiss its Claims against the Underwriters named as defendants in the Insurance Coverage Action, with prejudice, within fourteen (14) days after the Plan Effective Date, and prohibiting any DOR Entity from asserting any Coverage Claims against Underwriters;
- (iv) setting forth the Channeling Injunction and the Settling Insurer Supplemental Injunction;
- (v) establishing the Trust, appointing the Trustee, and binding both of them to perform those requirements imposed upon them by this Agreement;
- (vi) describing the role of the Future Claims Representative and seeking the continued appointment of the Future Claims Representative to continue in his duties;
- (vii) channeling all Channeled Claims to the Trust;
- (viii) denominating each of the Underwriters as Settling Insurers;
- (ix) requiring each Channeled Claimant receiving a payment from the Trust to sign a release of all Claims against Underwriters and the DOR Entities;
- (x) providing that none of the DOR Entities, the Trust, or the Settling Insurers will have any reporting obligations in respect of their contributions to the Trust, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Trust, under the reporting provisions of MSP or MMSEA, and providing further, *verbatim*, unless Underwriters and DOR agree to modified language:
 - a. It is the position of DOR that none of DOR Entities, the Trust, or the Settling Insurers will have any reporting obligations in respect of their contributions

to the Trust, or in respect of any payments, settlements, resolutions, awards, or other Claim liquidations by the Trust, under the reporting provisions of MSP or MMSEA. Prior to making any payments to any claimants, the Trust shall seek a statement or ruling from the HHS that none of the Trust, DOR Entities, or Settling Insurers has any reporting obligations under MMSEA with respect to payments to the Trust by the DOR Entities or Settling Insurers or payments by the Trust to Claimants. Unless and until there is definitive regulatory, legislative, or judicial authority (as embodied in a final non-appealable decision from the United States Court of Appeals for the Second Circuit or the United States Supreme Court), or written confirmation from HHS that none of the DOR Entities or the Settling Insurers has any reporting obligations under MMSEA, with respect to any settlements, payments, or other awards made by the Trust or with respect to the contributions the DOR Entities and the Settling Insurers have made or will make to the Trust, the Trust shall, at its sole expense, in connection with the implementation of the Plan, act as a reporting agent for the DOR Entities and Settling Insurers, and shall timely submit all reports that would be required to be made by any DOR Entity or Settling Insurer under MMSEA on account of any Claims settled, resolved, paid, or otherwise liquidated by the Trust or with respect to contributions to the Trust, including reports that would be required if the payments to the Trust by a DOR Entity or Settling Insurer were determined to be made pursuant to “applicable plans” for purposes of MMSEA, or any DOR Entity or Settling Insurer were otherwise found to have MMSEA reporting requirements. The Trust, in its role as reporting agent for the DOR Entities and Settling Insurers, shall follow all applicable guidance published by CMS to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

b. If the Trust is required to act as a reporting agent for any DOR Entity or Settling Insurer, the Trust shall provide a written certification to each DOR Entity and Settling Insurer within twenty-one (21) days following the end of each calendar quarter, confirming that all required reports to CMS have been submitted in a timely fashion, and identifying (a) any reports that were rejected or otherwise identified as noncompliant by CMS, along with the basis for such rejection or noncompliance; and (b) any payments to Medicare Beneficiaries that the Trust did not report to CMS.

c. With respect to any reports rejected or otherwise identified as noncompliant by CMS, the Trust shall, upon request by any DOR Entity or Settling Insurer, promptly provide copies of the original reports submitted to CMS, as well as any response received from CMS with respect to such reports; *provided, however*, that the Trust may redact from such copies the Redacted Information. With respect to any such reports, the Trust shall reasonably undertake to remedy any issues of noncompliance identified by CMS, resubmit such reports to CMS, and, upon request by any DOR Entity or Settling Insurer, provide each DOR Entity and Settling Insurer copies of such resubmissions; *provided, however*, that the Trust may redact the Redacted Information.

d. If the Trust is required to act as a reporting agent for a DOR Entity or Settling Insurer, with respect to each Channeled Claim of a Medicare Beneficiary paid by the Trust and not disclosed to CMS, the Trust shall, upon request by any DOR Entity or Settling Insurer, promptly provide the last four digits of the claimant's Social Security number, the year of the claimant's birth and any other information in the possession or control of the Trust that may be necessary in the reasonable judgment of any DOR Entity or Settling Insurer to satisfy their obligations, if any, under MMSEA, as well as the basis for the Trust's failure to report the payment. In the event any DOR Entity or Settling Insurer informs the Trust that it disagrees with the Trust's decision not to report a Claim paid by the Trust, the Trust shall promptly report the payment to CMS. All documentation relied upon by the Trust in making a determination that a payment did not have to be reported to CMS shall be maintained for a minimum of six (6) years following such determination.

e. If the Trust is required to act as a reporting agent for any DOR Entity, or Settling Insurer, the Trust shall make the reports and provide the required certifications until such time as such DOR Entity or Settling Insurer determines, in its reasonable judgment, that it has no further legal obligation under MMSEA or otherwise to report any settlements, resolutions, payments, or liquidation determinations made by the Trust or contributions to the Trust. Furthermore, following any permitted cessation of reporting, or if reporting has not previously commenced, and if any DOR Entity or Settling Insurer reasonably determines, based on subsequent legislative, administrative, regulatory, or judicial developments, that reporting is required, then the Trust shall promptly perform its reporting obligations. .

f. The Sections in this Agreement addressing MMSEA are intended to be purely prophylactic in nature, and do not imply, and shall not constitute an admission, that the DOR Entities and/or Settling Insurers have made payments pursuant to "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any acts undertaken by the Trust or contributions to the Trust under MMSEA or any other statute or regulation.

g. If CMS concludes that reporting done by the Trust is or may be deficient in any way, and has not been corrected to the satisfaction of CMS in a timely manner, or if CMS communicates to the Trust, any DOR Entity or Settling Insurer a concern with respect to the sufficiency or timeliness of such reporting, or there appears to any DOR Entity or Settling Insurer a reasonable basis for a concern with respect to the sufficiency or timeliness of such reporting or non-reporting based upon the information received or other credible information, then each DOR Entity and Settling Insurer shall have the right to submit its own reports to CMS under MMSEA, and the Trust shall provide to any Entity that elects to file its own reports such information in its possession or control as the electing party may reasonably require in order to comply with MMSEA, including the full reports filed by the Trust, without any redactions. The DOR Entities and Settling Insurers shall

keep any information they receive from the Trust confidential and shall not use such information for any purpose other than meeting obligations under MMSEA.

h. Notwithstanding any other provisions hereof, the Trust shall not be required to report until the Person on whose behalf the Trust is required to report shall have provided its Medicare Reporting Number, if one exists. Moreover, the Trust shall have no indemnification obligation under this Section to such Person for any penalty, interest, or sanction with respect to a Claim that may arise on account of such Person's failure timely to provide its Medicare Reporting Number, if one exists, to the Trust in response to a timely request by the Trust for such Medicare Reporting Number. However, nothing relieves the Trust from its reporting obligations with respect to each Person who provides the Trust with its Medicare Reporting Number. The Trust shall indemnify each DOR Entity and Settling Insurer for any failure to report payments to Medicare eligible Tort Claimants on behalf of Persons who have timely supplied Medicare Reporting Numbers, if any exists.

i. Prior to remittance of funds to any Channeled Claimant or counsel therefor, the Trustee shall obtain in respect of any Channeled Claim a certification from the Claimant that said Claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under MSP relating to such Channeled Claim. If the Trust receives no such certification, the Trust may withhold payment from any Claimant the funds sufficient to assure that all obligations owing or potentially owing under MSP relating to such Tort Claim are paid to CMS. The Trust shall provide a quarterly certification of its compliance with this Section to each DOR Entity and Settling Insurer, and permit reasonable audits by such Persons, no more often than annually, to confirm the Trust's compliance with this Section. For the avoidance of doubt, the Trust shall be obligated to comply with the requirements of this Section regardless of whether any DOR Entity or Settling Insurer elects to file its own reports under MMSEA.

j. Compliance with the provisions of this Section shall be a material obligation of the Trust under the Plan, in favor of the DOR Entities and Settling Insurers under the Plan.

k. The Trust shall defend, indemnify, and hold harmless the DOR Entities and Settling Insurers from any Medicare Claims reporting and payment obligations relating to its payment of Channeled Claims, including any obligations owing or potentially owing under MMSEA or MSP, and any Claims related to the Trust's obligations.

vv. **Plan Effective Date**

The term "**Plan Effective Date**" means the date on which the Plan by its terms becomes effective and binding upon DOR and all Persons asserting Claims against DOR.

ww. Redacted Information

The term “**Redacted Information**” means names, Social Security numbers other than the last four digits, health insurance claim numbers, taxpayer identification numbers, employer identification numbers, mailing addresses, telephone numbers, and dates of birth of the Tort Claimants, and the names of the guardians, conservators, and/or other personal representatives, as applicable.

xx. Reorganized Debtor

The term “**Reorganized Debtor**” means DOR, on and after the Plan Effective Date.

yy. Settlement Amount

The term “**Settlement Amount**” means the net sum of One Million One Hundred Thousand United States Dollars (\$1,100,000). The Settlement Amount is the consideration for: the repurchase of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect though the Effective Date, which are part of the Subject Insurance Policies; the full release of the Subject Insurance Policies with respect to or arising out of the Coverage Claims; and the Channeling and the Settling Insurer Supplemental Injunctions. The Settlement Amount will be allocated to the Subject Insurance Policies as follows: the full \$750,000 Sexual Misconduct Liability Coverage sub-limit in Certificate No. 20W2012, \$175,000 from the Sexual Misconduct Liability Coverage in Certificate No. 19W2012, and, \$175, 000 from the Sexual Misconduct Liability Coverage in Certificate No. 18W2012.

zz. Settlement Approval Findings and Conclusions

The term “**Settlement Approval Findings and Conclusions**” means findings of fact and conclusions of law pursuant to 11 U.S.C. §§ 363(b), (f), and (m) and Bankruptcy Rule 9019, entered concurrently with, but separately from, the Approval Order, as necessary for the Court to approve this Agreement, including the following:

(i) DOR demonstrated sound business reasons for the settlement of its claims against Underwriters in the Insurance Coverage Action and the implementation of such settlement through: the sale of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, to Underwriters; and, the full release of the Subject Insurance Policies with respect to the Coverage Claims.

(ii) The Parties mediated their disputes over the Tort Claims and the Coverage Claims pursuant to the Mediation Order, beginning in March 2020;

(iii) In the Mediation, the Parties negotiated extensively, at arms-length, and in good faith. Underwriters are purchasers in good faith of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies as of the Effective Date, within the meaning of Bankruptcy Code § 363(m), and are entitled to all of the protections of that statute;

(iv) Underwriters are *bona fide* good faith purchasers of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies as of the Effective Date, for value;

(v) The terms of the transactions contemplated by this Agreement, as well as the genesis and background of this Agreement, have been adequately disclosed to the Court;

(vi) The terms and conditions of this Agreement (including the consideration to be realized by DOR's bankruptcy estate) are fair and reasonable;

(vii) The transactions contemplated by this Agreement will benefit DOR's bankruptcy estate, its creditors and other stakeholders;

(viii) The only potential holders of Interests in or against the Subject Insurance Policies are the DOR Entities and Persons who hold Claims against the DOR Entities, whose Claims might be covered by the Subject Insurance Policies;

(ix) The DOR Entities are Parties, and hence are deemed to have consented to the sale within the meaning of Bankruptcy Code § 363(f)(2);

(x) The Barred Claims are subject to *bona fide* dispute, hence the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, may be sold free and clear of such Claims pursuant to § 363(f)(4);

(xi) All holders of Claims against the Subject Insurance Policies could be compelled, in a legal or equitable Action, to accept a money satisfaction of such Claims, therefore the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, may be sold free and clear of such Claims pursuant to § 363(f)(5);

(xii) The compromises and settlements embodied in the Agreement have been negotiated in good faith, and are reasonable, fair, and equitable;

(xiii) In light of:

a. the balance between the possible litigation success and the settlement's future benefits;

b. the likelihood of complex and protracted litigation and the consequent inconvenience, expense, and delay;

c. the interests of creditors, including the relative benefits to each class of creditors;

d. whether other parties in interest support the settlement;

- e. the competency and experience of counsel supporting the settlement;
- f. the experience and knowledge of the bankruptcy judge reviewing the settlement;
- g. the nature and breadth of releases to be obtained by officers and directors; and
- h. the extent to which the settlement is the product of arm's length bargaining,

this Agreement is fair and equitable and within the range of reasonable settlement terms;

(xiv) The Settlement Amount is fair, adequate, and reasonable consideration for: (a) the sale by the DOR Entities and the buy-back by Underwriters of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date; (b) a full release of the Subject Insurance Policies with respect to Coverage Claims; and (c) the Entities' Release;

(xv) DOR provided due and adequate notice of the: (a) sale of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, and full release of the Subject Insurance Policies with respect to Coverage Claims; (b) terms and conditions of this Agreement; and (c) hearing before the Court to approve this Agreement and the above-mentioned sale, in accordance with Bankruptcy Rules 2002 and 6004 to all known and unknown Claimants, including by providing notice by publication to any Future Tort Claimants;

(xvi) It would be impractical to divide the Subject Insurance Policies amongst the DOR Entities and the holders of Tort Claims, therefore, to realize the value of the Subject Insurance Policies for DOR's bankruptcy estate and the Tort Claimants requires both the sale of Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, and a full release of the Subject Insurance Policies with respect to the Coverage Claims;

(xvii) The sale of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, outside the ordinary course of business, satisfies the requirements of Bankruptcy Code § 363(b);

(xviii) The sale of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, free and clear of the Interests of all Persons, satisfies the requirements of Bankruptcy Code § 363(f);

(xix) To the extent any Claimant may have any legal or equitable right to assert a Tort Claim (along with any Contribution, Coverage, Direct Action, Extra-Contractual, Indirect, and Medicare Claims related thereto), either directly against the Subject Insurance Policies that were in effect through the Effective Date, or indirectly by asserting such Claim against any DOR Entity, such Claims are deemed to be (a) “interests” as that term is used in Bankruptcy Code § 363(f); and (b) “Interests” herein; and

(xx) The Agreement may be approved pursuant to Bankruptcy Rule 9019(a).

aaa. Settlement Payment Date

The term “**Settlement Payment Date**” means the day sixty (60) days after the Effective Date, *provided, however*, that if such date is not a Business Day, the Settlement Payment Date shall be the next Business Day.

bbb. Settling Insurer Supplemental Injunction

The term “**Settling Insurer Supplemental Injunction**” means an order of the Court enjoining all Enjoined Claims by all Persons who now, or in the future may, hold such Claims against the Settling Insurers, pursuant to Bankruptcy Code § 105 or other provision of the Bankruptcy Code or applicable law stating, *verbatim*, unless Underwriters DOR agree to modified language:

(a) Supplemental Injunction Preventing Prosecution of Claims Against Settling Insurers. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and in consideration of the undertakings of the Settling Insurers pursuant to this Agreement, including the DOR Entities’ sale of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, to Underwriters free and clear of all interests pursuant to Section 363(f) of the Bankruptcy Code and the full release of the Subject Insurance Policies with respect to the Coverage Claims:

1. Any and all Persons who have held, now hold or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, perpetrators, and all others holding Interests of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Insurance Settlement Agreements) against any of the Settling Insurers, or any other Person covered or allegedly covered under the Subject Insurance Policies, including (i) Claims relating to the Subject Insurance Policies, including Survivor Claims, Direct Action Claims, Indirect Claims, and Released Claims; (ii) the payment of any of the Claims identified in (i), including Contribution Claims and Medicare Claims; (iii) Extra-Contractual Claims; and (iv) Future Tort Claims, are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly,

to assert, enforce or attempt to assert or enforce any such Interest against the Settling Insurers or the Subject Insurance Policies:

- 2. Commencing or continuing in any manner any action or other proceeding against the Settling Insurers or the property of the Settling Insurers;**
- 3. Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree or order against the Settling Insurers or the property of the Settling Insurers;**
- 4. Creating, perfecting, or enforcing any lien of any kind against the Settling Insurers or the property of the Settling Insurers;**
- 5. Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurers or the property of the Settling Insurers; and**
- 6. Taking any action, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan.**

For the avoidance of doubt, this Settling Insurer Supplemental Injunction bars the above-referenced actions against the Settling Insurers and the Subject Insurance Policies, but against no other Person or thing. The foregoing injunctive provisions are an integral part of this Plan and are essential to its implementation.

ccc. Settling Insurers

The term “**Settling Insurers**” means, Underwriters and all other insurers of the DOR Entities, which settle, after the Petition Date, Claims for insurance coverage brought against them by any DOR Entity, and which obtain the protection of the Settling Insurer Supplemental Injunction.

ddd. Subject Insurance Policies

The term “**Subject Insurance Policies**” means the following Certificates subscribed by Underwriters:

- Certificate No. 18W2012, effective for the period from July 1, 2018 to July 1, 2019
- Certificate No. 18XS133, effective for the period from July 1, 2018 to July 1, 2019

- Certificate No. 19W2012, effective for the period from July 1, 2019 to July 1, 2020
- Certificate No. 19XS133, effective for the period from July 1, 2019 to July 1, 2020

- Certificate No. 20W2012, effective for the period from July 1, 2020 to July 1, 2021
- Certificate No. 20XS133, effective for the period from July 1, 2020 to July 1, 2021
(both with Sexual Misconduct Liability Coverage extended to September 1, 2021)

- Certificate No. 21W2012, effective for the period from July 1, 2021 to July 1, 2022
- Certificate No. 21XS133, effective for the period from July 1, 2021 to July 1, 2022
(both with Sexual Misconduct Liability Coverage incepting on September 1, 2021)

eee. Termination Event

The term “**Termination Event**” means that (i) the Court has entered an order that (A) is contrary to or inconsistent with the Approval Order, or that denies approval of this Agreement; (B) is contrary to or inconsistent with the Confirmation Order, or that denies confirmation of the Plan; or (C) confirms a plan of reorganization other than the Plan (hereafter “Inconsistent Order”), and either (X) the Inconsistent Order has become a Final Order or (Y) there was an appeal of the Inconsistent Order and eighteen months have elapsed from the date of the appeal and the Inconsistent Order has not been reversed or overturned by the appellate court; or (ii) any appellate court whose decisions are binding upon the Court issued a decision or order, before the Confirmation Order became a Final Order, that would prevent the entry or effectiveness of the Channeling Injunction or the Settling Insurer Supplemental Injunction. If the Parties disagree as to whether any such decision or order would prevent the entry or effectiveness of the said injunctions, the Parties shall ask the Court to decide the issue.

fff. Trust

The term “**Trust**” means the trust to be established under the Plan, which will assume liability for, and be established, pursuant to the Plan and, if applicable, Bankruptcy Code § 105, to pay, in whole or in part, Channeled Claims.

ggg. Trust Agreement

The term “**Trust Agreement**” means, collectively, any agreement establishing the Trust and the requirements for its administration, and any agreement setting forth procedures for the Trust to pay Channeled Claims, filed as exhibits to the Plan, as may be amended, together with such additional documents as may be executed in connection with the Trust Agreement.

hhh. Trustee

The term “**Trustee**” means the Person appointed to administer the Trust, in accordance with the terms of the Plan.

iii. Underwriters

The term “**Underwriters**” means:

- (i) All underwriters, members, or Names at Lloyds, London (including former underwriters, members, or Names) who through their participation in syndicates that severally subscribed, each in his, her or its own proportionate share, to one or more of the Subject Insurance Policies. Further, it is expressly understood that the aforementioned are Underwriters only in their capacity as subscribers of the Subject Insurance Policies;

(ii) All Insurance Companies that severally subscribed, each in its own proportionate share, to one or more of the Subject Insurance Policies, including without limitation, HDI Global Specialty SE and Convex Insurance UK Limited. It is expressly understood that the Insurance Companies are Underwriters only in their capacity as subscribers of the Subject Insurance Policies;

(iii) All of the Affiliates and Agents of the Persons set forth in Sections 1.iii(i) and (ii) above; and

(iv) Each of the foregoing Persons' respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with them, in their capacities as such.

jjj. Underwriters Bill of Sale

The term "**Underwriters Bill of Sale**" means a fully-executed bill of sale evidencing the sale, assignment, and transfer of the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date, to Underwriters free and clear of all Interests of all Persons, including the Tort Claimants and the DOR Entities.

2. Payment of the Settlement Amount

a. On or prior to the Settlement Payment Date, Underwriters agree to transfer to the Trust their respective, several, allocated shares of the Settlement Amount.

b. The Settlement Amount is net of, and not subject to, any deductibles or retentions.

c. The payment shall be made by an electronic funds transfer, or as otherwise agreed upon, payable in accordance with DOR's prior written instruction.

3. Several Liability

The obligations of each Underwriter are several and not joint. The DOR Entities agree that no Underwriters shall not be liable for any settlement amount allocable to any other Person. No DOR Entity shall seek to recover from Underwriters any amount in excess of the Settlement Amount.

4. Mutual Releases

a. By DOR Entities

(i) Upon the Trust's receipt of the Settlement Amount, the Entities' Release shall become immediately effective without further acts by any Person.

(ii) It is the intention of the DOR Entities to: (a) reserve no rights or benefits whatsoever under or in connection with the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the

Effective Date; and (b) reserve no rights or benefits under or in connection with the Subject Insurance Policies in connection with the Coverage Claims, other than the right to receive the Settlement Amount under this Agreement and to assure Underwriters their peace and freedom from such Interests and from all assertions of rights in connection with such Interests, *provided, however*, the Entities' Release does not release, and nothing in this Agreement shall affect the right of the DOR Entities, or the Trust, as applicable, to assert and pursue, Claims against and to collect from insurers other than those released under the Entities Release, and no Claims are released with respect to such Persons.

(iii) Upon the DOR's receipt of the Settlement Amount: (a) any and all rights, duties, responsibilities, and obligations of Underwriters created by or in connection with the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date are terminated; and (b) any and all rights, duties, responsibilities, and obligations of Underwriters created by or in connection with the Subject Insurance Policies with respect to or arising out of the Coverage Claims, are terminated.

(iv) Each DOR Entity signing this Agreement, is, among other things, (a) releasing all Released Claims, including Claims that it does not know or suspect to exist in its favor, which, if known by such DOR Entity, might have materially affected its settlement with Underwriters, and (b) expressly waiving all rights it might have under any federal, state, local, or other law or statute that would in any way limit, restrict, or prohibit such general release.

(v) Except with respect to any material breach of any representation, warranty or covenant by Underwriters set forth in this Agreement, each DOR Entity expressly assumes the risk that acts, omissions, matters, causes, or things may have occurred, which it does not know or does not suspect to exist. To the fullest extent permitted by applicable law, each DOR Entity hereby waives the terms and provisions of any statute, rule or doctrine of common law which either: (a) narrowly construes releases purporting by their terms to release claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes or things; or (b) which restricts or prohibits the releasing of such Claims.

(vi) Nothing in the foregoing shall release Underwriters (or any of them) from their obligations under this Agreement including the obligation to pay the Settlement Amount.

b. By Underwriters

(i) Upon the DOR's receipt of the Settlement Amount, Underwriters and any subsequently appointed trustee or representative acting for Underwriters shall be deemed to remise, release, covenant not to sue, and forever discharge each DOR Entity from and against all Tort Claims relating to the Subject Insurance Policies as they apply to the Tort Claims.

(ii) Each Person released under the Entities' Release shall reserve no rights or benefits whatsoever under or in connection with: the Sexual Misconduct Liability Coverages in the Subject Insurance Policies that were in effect through the Effective Date; and (b) the Subject Insurance Policies with respect to or arising out of the Coverage Claims.

(iii) Except with respect to any material breach of any representation, warranty or covenant by any DOR Entity set forth in this Agreement, each Underwriter expressly assumes the risk that acts, omissions, matters, causes, or things may have occurred, which it does not know or does not suspect to exist. To the fullest extent permitted by applicable law, each Underwriter hereby waives the terms and provisions of any statute, rule or doctrine of common law which either: (a) narrowly construes releases purporting by their terms to release Claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes or things; or (b) which restricts or prohibits the releasing of such Claims.

5. Indemnification

a. From and after the DOR's receipt of the Settlement Amount, the Trust shall indemnify and hold harmless Underwriters in respect of any and all Channeled and Enjoined Claims. This indemnification includes Claims made by Persons over whom the Trust does not have control, including the DOR Entities, former subsidiaries, predecessors in interest, sellers or purchasers of assets, or any other Person who asserts Claims against or under, or Interests in or to, the Subject Insurance Policies.

b. Underwriters shall have the right to defend, with counsel of their choice, all Claims identified under Section 5.a. Underwriters may begin the defense of any Claim upon receipt of such a Claim. Underwriters agree to notify the Trust as soon as practicable of Claims identified under Section 5.a. and of its choice of counsel.

c. The Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by Underwriters in defending such Claims. Underwriters shall defend any such Claim in good faith. In defense of any such Claim, Underwriters may settle or otherwise resolve a Claim with the prior consent of the Trust, which consent shall not be unreasonably withheld.

6. Bankruptcy Obligations

a. DOR shall file a motion under Bankruptcy Rule 9019 and section 363 of the Bankruptcy Code, seeking entry of the Approval Order and the Settlement Approval Findings and Conclusions. DOR shall provide to Underwriters an initial draft of the proposed form of Approval Order, Settlement Approval Findings and Conclusions, and Bar Order at least seven (7) days before DOR submits the foregoing for approval of this Agreement to the Court, so that Underwriters may provide comments and suggestions. In the event that DOR makes material revisions to any of the foregoing documents, then, as soon as possible, DOR shall provide a copy of such material revisions to Underwriters. Underwriters reserve the right to object to, *inter alia*, (i) any proposed order that does not satisfy all of the requirements of the

definition of Approval Order set forth in Section 1.e., or (ii) any proposed findings and conclusions that do not satisfy all of the requirements of the definition of Settlement Approval Findings and Conclusions set forth in Section 1.zz.

b. Unless the Court denies entry of the Approval Order or this Agreement is otherwise terminated pursuant to its terms, DOR shall file a Plan and seek entry of a Confirmation Order and the Confirmation Findings and Conclusions. DOR shall provide to Underwriters an initial draft of the proposed form of Confirmation Order, and Confirmation Findings and Conclusions, at least fourteen (14) days before DOR submits the foregoing to the Court, so that Underwriters may provide comments and suggestions. In the event that DOR makes material revisions to any of the foregoing documents, then, as soon as possible, DOR shall provide a copy of such material revisions to Underwriters. Underwriters reserve the right to object to, *inter alia*, (i) any proposed order that does not satisfy all of the requirements of the definition of Confirmation Order set forth in Section 1.s, or the definition of Bar Order set forth in Section 1.k or any proposed findings of fact and conclusions of law that do not satisfy all the requirements of the definition of Confirmation Findings and Conclusions in Section 1.r.; and (ii) any proposed plan of reorganization that does not satisfy all of the requirements of the definition of Plan set forth in Section 1.uu (hereafter “Non-Compliant Plan”). If DOR proposes a Non-Compliant Plan, then Underwriters may contest such plan, and DOR shall not request a hearing date on confirmation of a Non-Compliant Plan less than thirty (30) days after the date such plan is filed in the Court.

c. DOR shall serve Bankruptcy Notice of the initial hearing to approve this Agreement and on confirmation of the Plan and the time for filing objections thereto. The proposed form of notice shall be submitted to Underwriters for their review and comment no later than seven (7) days prior to the actual service of notice. If the initial hearing to approve this Agreement or to confirm the Plan is adjourned, DOR shall not be required to provide Bankruptcy Notice of such adjourned hearing and shall only be required to file a notice of such adjournment on the docket in the Bankruptcy Case and provide such other and further notice as the Court may direct.

d. Upon the occurrence of the Plan Effective Date, DOR shall file a notice thereof on the docket in the Bankruptcy Case and shall serve a copy of such notice upon counsel for Underwriters.

e. In the event that any Person attempts to prosecute a Barred Claim or a Claim that, upon entry of the Approval Order, would be a Barred Claim,

(i) against Underwriters (or any of them), then promptly following notice from Underwriters, DOR shall file a motion and supporting papers seeking an order from the Court, pursuant to Bankruptcy Code §§ 105(a) and/or 362(b), as applicable, staying such Claims until the entry of the Approval Order, or, alternatively, this Agreement is terminated under Section 9. However, if DOR is unable to obtain a stay of such Claim, then Underwriters shall, subject to the terms, conditions and any applicable limits and retentions of the Subject Insurance Policies, defend such Claims, and may either settle them (subject to DOR’s prior written consent) or litigate them to judgment, and the applicable DOR Entities shall

assist and cooperate fully with the London Market Insurers in such defense. All amounts expended by Underwriters in settlement or defense of such Claims pursuant to this Section 6.e.(i) shall, if paid before the occurrence of the Settlement Payment Date, reduce and be set off against the obligations of the Underwriters to pay the Settlement Amount set forth in this Agreement; or

(ii) against any DOR Entity, then promptly following notice from such DOR Entity, DOR shall file a motion and supporting papers seeking an order from the Court, pursuant to Bankruptcy Code §§ 105(a) and/or 362(b), as applicable, staying such Claims until the entry of the Approval Order, or, alternatively, this Agreement is terminated under Section 9. If the motion for the stay is not granted, the defendant DOR Entities shall defend such Claims and use their best efforts to prevent the entry of a default and Underwriters shall assist and cooperate fully in such defense. In such event, the Underwriters' obligations relating to such litigation shall be determined by, and subject to, the terms, conditions and any applicable limits and retentions of the Subject Insurance Policies. All amounts paid by the Underwriters to indemnify a DOR Entity pursuant to this Section 6.e.(ii) shall, if paid before the occurrence of the Settlement Payment Date, reduce and be set off against the obligations of the Underwriters to pay the Settlement Amount set forth in this Agreement. All amounts paid by a DOR Entity to defend against, settle, or otherwise satisfy any liability with respect any such Claim shall, if paid before the occurrence of the Settlement Payment Date, be deducted from the Settlement Amount and paid as reimbursement directly to such DOR Entity.

(iii) If this Agreement is ultimately terminated, all amounts respectively paid by each Underwriter pursuant to Section 6.e.(i) or (ii) shall be credited against its respective obligations under the Subject Insurance Policies and, if the Settlement Payment Date has occurred, DOR shall reimburse Underwriters the full Settlement Amount.

7. Representations and Warranties

a. DOR represents and warrants that the notice required under the definition of Bankruptcy Notice includes all Claimants whose names and addresses are known to DOR or are readily ascertainable.

b. Each DOR Entity represents and warrants that it has the authority to execute this Agreement as its binding and legal obligation, subject in the case of DOR, to receiving Court approval of this Agreement.

c. Each Underwriter represents and warrants to DOR that (i) it has sufficient assets to pay the Settlement Amount in full and (ii) it is not now, nor have ever been, the subject of any bankruptcy or insolvency proceeding in any jurisdiction.

d. Each Party represents and warrants that the Persons signing this Agreement on its behalf are authorized to execute this Agreement.

e. Each individual signing this Agreement on behalf of a Party represents and warrants that he or she has the right, power, legal capacity, and authority to enter into this Agreement on behalf of such Party and bind such Party to perform each of the obligations specified herein.

8. Reduction Clause

The Plan shall provide the following, *verbatim*, unless Underwriters and DOR agree to modified language:

a. Litigation/Settlement Between an Alleged Insured or Tort Claimant and Non-Settling Insurers

(i) The Channeling Injunction shall channel all Contribution Claims to the Trust.

(ii) If, for any reason any court does not recognize the channeling of the Contribution Claims of Non-Settling Insurers to the Trust, or such Claims are not channeled for any reason, then the following shall apply:

(A) Underwriters (or any one of them) shall retain their Contribution Claims, subject to the following provisions; provided, however, that:

(i) Underwriters shall not pursue any Contribution Claims against any Non-Settling Insurer (A) that asserts a Contribution Claim solely against the Trust; (B) whose Contribution Claim is satisfied and extinguished entirely by the application of this paragraph 8.a.(ii)(A), or (C) that does not assert a Contribution Claim against them;

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

(iii) If a Non-Settling Insurer releases its Contribution Claims, if any such exist, that it may have against any of the Underwriters, then such Underwriters shall release their Contribution Claims against such releasing Non-Settling Insurer.

(iv) If a Non-Settling Insurer asserts a Contribution Claim against any of the Underwriters, and

a. the Trust fully indemnifies such Underwriters, then the Underwriters shall assign their Contribution Claim to the Trust; or

- b. the Trust partially, but not fully, indemnifies the Underwriters for such Claim, then the Underwriters shall retain their Contribution Claims and may assert them against the Non-Settling Insurer asserting the Contribution Claim against the Underwriters. Any recovery by the Underwriters 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, including the Insurance Coverage Action, involving a DOR Entity, the Reorganized Debtor, or the Trust (hereafter collectively, “Alleged Insured”) or a Tort Claimant, as applicable, and one or more Non-Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Contribution Claim against Underwriters, then any judgment or award obtained by such Alleged Insured or Tort Claimant against such Non-Settling Insurer shall be automatically reduced by the amount, if any, Underwriters are liable to pay such Non-Settling Insurer as a result of its Contribution Claim, so that the Contribution Claim is thereby satisfied and extinguished entirely (hereafter “Reduction Amount”). In any Action involving an Alleged Insured or Tort Claimant against a Non-Settling Insurer, where Underwriters are not a party, such Alleged Insured or Tort 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. In the event that such a reduction is not made as described above, then any Contribution Claim by any Non-Settling Insurer against Underwriters shall be reduced by the Reduction Amount, as determined by the court or arbitrator(s) in which such Contribution Claim is filed. Underwriters shall be required to cooperate in good faith with DOR and/or the Trust to take commercially reasonable steps to defend against any Contribution Claim. In the event that application of the Reduction Amount eliminates the Non-Settling Insurer’s Contribution Claim, then such Non-Settling Insurer shall fully reimburse Underwriters their costs and expenses, including legal fees, incurred in responding to the Contribution Claim Action, including all costs, expenses and fees incurred in seeking relief from the Court.

(C) If an Alleged Insured or Tort Claimant and a Non-Settling Insurer enter into an agreement settling one or more Claims relating to Abuse, such agreement shall include a provision whereby such Non-Settling Insurer releases Contribution Claims against Underwriters so long as Underwriters release their Contribution 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 a Contribution Claim against Underwriters, 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 Contribution Claim by any Non-Settling Insurer against Underwriters shall be reduced by the Reduction Amount,

as determined by the court or arbitrator(s) in which such Contribution Claim is filed. Underwriters shall be required to cooperate in good faith with DOR and/or the Trust to take commercially reasonable steps to defend against any Contribution Claim by a Non-Settling Insurer. In the event that the reduction eliminates the Non-Settling Insurer's Contribution Claim, then such Non-Settling Insurer shall fully reimburse Underwriters their costs and expenses, including legal fees, incurred in responding to the Contribution Claim Action, including all costs, expenses and fees incurred in seeking relief from the Court.

b. Application of the Reduction

(i) To ensure that the reduction contemplated in this Section 8 is accomplished, Underwriters shall be entitled to: (i) notice, pursuant to Section 21, within a reasonable time of the initiation of any future Action against or future settlement negotiations with any Non-Settling Insurer, and periodic notices thereafter on at least an annual basis of the status of such Action or negotiations; (ii) the opportunity to participate in the Action or settlement negotiations, but only to the extent necessary to accomplish the reduction contemplated in this Section 8; (iii) the reasonable cooperation of the applicable Alleged Insured, at the sole cost and expense of Underwriters, so that Underwriters can assert this Section as a defense in any Action against any of them for any Contribution 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 Underwriters from any Contribution Claim. The notice required above shall be given by (A) the Alleged Insured that is a party to such Action or settlement negotiations; or (B) if no Alleged Insured is such a party, the Non-Settling Insurer that is a party to such Action or settlement negotiations; or (C) if no Alleged Insured or Non-Settling Insurer is a party to such Action or settlement negotiations, the Tort Claimant bound by the Plan.

c. The Trust shall use commercially reasonable efforts to obtain, from all Settling Insurers, agreements similar to those contained in Section 8(a)(ii)(C).

d. The Trust shall use its best efforts to obtain, from all Settling Insurers, agreements similar to those contained in this Section 8.

9. Termination of Agreement

a. The Parties may terminate this Agreement in writing upon mutual assent.

b. Upon the occurrence of a Termination Event, each of DOR and Underwriters may terminate this Agreement upon thirty (30) days' written notice to the other Parties, *provided, however* (i) such notice must be provided no later than forty-five (45) days following the applicable Termination Event, (ii) any notice terminating this Agreement issued Underwriters as a result of a Termination Event shall, unless DOR agrees otherwise in writing, be effective to terminate this Agreement as to Underwriters, and (iii) no Party shall have the

right to terminate this Agreement on account of the occurrence (or alleged occurrence) of a Termination Event once the DOR has received the Settlement Amount.

In the event of termination pursuant to this Section 9, unless the Parties agree otherwise in writing, this Agreement shall be void *ab initio* and all Parties shall retain all of their Interests relating to the Subject Insurance Policies as if this Agreement never existed; provided, however, that any amounts expended by the Underwriters pursuant to Section 6.e. of this Agreement shall be credited against the obligations of the Underwriters under the Subject Insurance Policies.

10. Treatment of Perpetrators

Nothing in this Agreement overrides the treatment in the Plan of individuals who perpetrated an act of Abuse that forms the basis for a Tort Claim.

11. Exclusion of religious orders, dioceses, and other archdioceses

No religious orders, diocese or archdiocese, or any other Person, other than DOR and the entities listed on Attachment A, is a DOR Entity, except to the extent such Person is insured under the Subject Insurance Policies.

12. Reasonably Equivalent Value

a. This Agreement was bargained for and entered into in good faith and as the result of arms-length negotiations;

b. Based on their respective independent assessments, with the assistance and advice of counsel, of the probability of success, the complexity, the delay in obtaining relief, and the expense of maintaining the Insurance Coverage Action, the payments received by the DOR Entities pursuant to this Agreement constitute a fair and reasonable settlement of the Released Claims;

c. The payments and other benefits received under this Agreement by the DOR Entities constitute reasonably equivalent value for the Entities' Release, indemnity, and other benefits received by Underwriters under this Agreement; and

d. Subject to execution of this Agreement, the entry of the Approval Order and Confirmation Order, and the DOR's receipt of the Settlement Amount, this Agreement constitutes a full and final resolution of all issues in the Insurance Coverage Action.

13. Confidentiality

a. Except as necessary to obtain approval of this Agreement in the Court, the Parties agree that all matters relating to the negotiation of this Agreement shall be confidential and are not to be disclosed except by order of court, or written agreement of the Parties, except that, provided recipients agree to keep such information confidential, this Agreement may be disclosed to: (i) reinsurers of Underwriters directly or through intermediaries; (ii) outside auditors or accountants of any Party; (iii) representatives of a non-party insurer subscribing or

allegedly subscribing one or more of the Subject Policies, which insurer is, has been or may become insolvent in the future, including any liquidators, provisional liquidators, scheme administrators, trustees, or similarly empowered Persons acting for such insurer. This Agreement may also be disclosed, as required, to the Inland Revenue, the Internal Revenue Service or other U.S. or U.K. governmental authority that properly requires disclosure, or as otherwise required by law. The Parties acknowledge and agree that a copy of this Agreement will be publicly filed on the docket and provided to parties in interest in the Bankruptcy Case, without obligation of confidentiality or restrictions on further disclosure.

b. In the event a private litigant, by way of document request, interrogatory, subpoena, or questioning at deposition or trial, attempts to compel disclosure of anything protected by this section from a Party, such Party shall decline to provide the requested information on the ground that this Agreement restricts such disclosure. In the event such private litigant seeks an order from any court or governmental body to compel such disclosure, or in the event that a court, government official, or governmental body (other than the Inland Revenue or Internal Revenue Service) requests or requires disclosure of anything protected by this paragraph, the Party from whom disclosure is sought shall promptly give written notice to the other Parties, and shall promptly provide copies of all notice papers, orders, requests, or other documents in order to allow each Party to take such protective steps as may be appropriate. Notice shall be made under this paragraph to the persons identified in Section 21.

c. Material protected by this section shall be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and similar provisions of state law or state rules of court.

14. Third-Party Beneficiaries

The Trust and the Trustee are intended third-party beneficiaries of this Agreement. Except as set forth in the preceding sentence, there are no other third-party beneficiaries of this Agreement.

15. Co-operation

For a period of three (3) years following the Effective Date, the DOR Entities will undertake commercially reasonable acts, at the sole cost and expense of Underwriters, to cooperate with Underwriters in connection with their respective reinsurers, including responding to reasonable requests for information and meeting with representatives of reinsurers, *provided, however,* that the foregoing shall not require the DOR Entities to disclose any information which is subject to the attorney-client or other legally recognized privilege. Furthermore, the Parties shall use their reasonable best efforts and cooperate as necessary or appropriate to effect the transactions contemplated by this Agreement.

16. Non-Prejudice and Construction of Agreement

a. This Agreement is intended to be and is a compromise between the Parties and shall not be construed as an admission of coverage under the Subject Insurance Policies nor shall this Agreement or any provision hereof be construed as a waiver, modification, or retraction of the positions of the Parties with respect to the interpretation and application of the Subject Insurance Policies.

b. This Agreement is the product of informed negotiations and involves compromises of the Parties' previously stated legal positions. Accordingly, this Agreement does not reflect upon the Parties' views as to rights and obligations with respect to matters or Persons outside the scope of this Agreement. This Agreement is without prejudice to positions taken by Underwriters with regard to other insureds, and without prejudice with regard to positions taken by any DOR Entity with regard to other insurers. Except for the express references to the Third-Party Beneficiaries, the Parties specifically disavow any intention to create rights in third parties under or in relation to this Agreement.

c. This Agreement is the jointly drafted product of arms'-length negotiations between the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. As such, no Party will assert that any ambiguity in this Agreement shall be construed against another Party.

d. If any provision of the Plan, the Trust Agreement, or trust distribution procedures proposed thereunder conflicts with or is inconsistent with this Agreement in any way whatsoever, then the provisions of this Agreement shall control and take precedence. Neither the Plan nor the Trust Agreement shall be construed or interpreted to modify or affect any rights or obligations of Underwriters under this Agreement.

17. No Modification

No change or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties. Any attempted change or modification in violation of this Section shall be void *ab initio*.

18. Execution

There will be three signed originals of this Agreement.

19. Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of New York.

20. Notices

Unless another person is designated, in writing, for receipt of notices hereunder, notices to the respective Parties shall be sent to the Persons listed on Attachment B.

21. Integration

This Agreement, including the attachments, constitutes the entire Agreement amongst Underwriters and the DOR Entities, with respect to the subject matter hereof, and supersedes all discussions, agreements and understandings, both written and oral, amongst the Parties with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

The Underwriters have respectively designated Clyde & Co US LLP, as their attorneys-in-fact for the limited purpose of executing this Agreement on their behalf with express authority to do so.

[Signature Pages Follow]

Signed: _____

The Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Lloyd's Underwriters

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

HDI Global Specialty SE

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Convex Insurance UK Limited

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Cathedral Community of Rochester NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Roman Catholic Parish of St. Frances Xavier Cabrini

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Peace of Christ Roman Catholic Parish of Rochester,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Holy Apostles, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Monica Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Anne's Church of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Blessed Sacrament, Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Boniface Church, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Stanislaus Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Immaculate Conception/St. Bridget, Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Kateri Tekakwitha Roman Catholic Parish

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Charles Borromeo

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Emmanuel Church of the Deaf of the Diocese of
Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. George Roman Catholic Lithuanian Church, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Parish of the Holy Family, Gates, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Holy Cross Church of Rochester, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Evangelist Church Corp.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Lawrence Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mark's Church of Rochester, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Church Society, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of Lourdes Church of Brighton

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Mother of Sorrows Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's French Church Society (a/k/a Our Lady of
Victory)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of Our Lady Queen of Peace of Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Pius Tenth Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Theodore's Church of Gates, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Thomas More Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Catholic Parish of Saints Isidore and Maria
Torriba

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Alphonsus Catholic German Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Aloysius Church, Auburn, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Catholic Church of the Holy Family, Auburn,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Catholic Church, Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Saints Mary and Martha Roman Catholic Parish
Cayuga County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Sacred Heart Church of Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Ann's Church, Owasco, Cayuga County, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Good Shepherd Catholic Community, Aurora

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Agnes Church Society, Avon, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John Vianney Roman Catholic Parish, Steuben
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Nativity of the Blessed Virgin Mary,
Brockport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Martin De Porres

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Benedict Roman Catholic Parish Ontario County,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Peter's Roman Catholic Parish, Ontario County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph the Worker Roman Catholic Parish, Wayne
County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Margaret's Church of Conesus Lake, Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

All Saints, Corning

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of St. John Fisher of the Town of Huron,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Jerome, East Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Saint Cecilia's Roman Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Baptist Catholic Church, Elmira, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Parish of the Most Holy Name of Jesus

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Assumption, Fairport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Resurrection, Perinton, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. John of Rochester of Perinton, New
York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Holy Cross of Dryden, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Luke the Evangelist Roman Catholic Church
Society of Livingston County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of Peace Roman Catholic Church of
Geneva, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Hilary's Catholic Church, Genoa, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Anthony's Catholic Church of Groton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Holy Name, Groveland, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of St. Elizabeth Ann Seton, The Diocese
of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Marianne Cope Roman Catholic Parish, Monroe
County NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Leo, Hilton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Church of Honeoye Flats, N.Y (St. Mary -
Our Lady of the Hills)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Paul of the Cross Church, Honeoye Falls, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Valley

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Mary Our Mother, Horseheads, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Catherine of Siena Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Immaculate Conception Church, Ithaca, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

All Saints Church Corporation, Ludlowville, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Rose Roman Catholic Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Matthew Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church Society, Livonia Center, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Parish of St. Katharine Drexel, Palmyra

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Catherine's Roman Catholic Church, Mendon, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church, Montezuma, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church, Newark, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Christopher of Chili, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Benedict's Mission Church of Odessa, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Maximilian Kolbe Catholic Church Society of
Wayne County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Parish of Mary, Mother of Mercy, Tompkins
County, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Blessed Trinity, Owego

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Patrick's Roman Catholic Church Society of
Owego, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph's Catholic Church of Penfield, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Lakes Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Raphael's Church, Piffard, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Transfiguration, Diocese of Rochester,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Louis Church of Pittsford, N.Y

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Evangelist Church Society, Spencerport,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Patrick's Church of Victor, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Frances & St. Clare Roman Catholic Parish, Seneca
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's of the Lake Roman Catholic Church
Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Holy Family Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Roman Catholic Church of the Most Holy Trinity
at Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Paul's Roman Catholic Church of Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Holy Spirit of Penfield, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Snow, Weedsport

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph's Church of West Bloomfield

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Rita's Church of West Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Catholic Community of the Blessed Trinity of Wolcott, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Catholic Charities of the Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Rochester Catholic Press Association, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

DePaul Community Services, Inc., the successor to DePaul
Mental Health Services, Inc. (f/k/a DePaul Clinic)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Corporate Board of Education, Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Bishop Sheen Ecumenical Housing Foundation, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Charles Settlement House, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Bernard's School of Theology and Ministry

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Camp Stella Maris of Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Name Printed: _____

Title: _____

Date: _____ 2022

SCHEDULE OF ATTACHMENTS TO
SETTLEMENT AGREEMENT AND RELEASE

Attachment A	List of DOR Entities
Attachment B	Notice Names and Addresses

ATTACHMENT A
LIST OF DOR ENTITIES

CATHOLIC ENTITY:	ADDRESS:
<p>The Cathedral Community of Rochester NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Sacred Heart Cathedral, Rochester, N.Y. • The Holy Rosary Church of the City of Rochester, Monroe County, N.Y. • Church of the Most Precious Blood 	296 Flower City Park, Rochester, NY 14615
<p>Roman Catholic Parish of St. Frances Xavier Cabrini; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Our Lady of the Americas (<i>successor in interest to the insurance rights of St. Francis Xavier Church; Church of the Most Holy Redeemer of Irondequoit, N.Y.; Our Lady of Mount Carmel Church, Rochester, N.Y.; Corpus Christi Church of Rochester, N.Y.</i>) • Light of Christ Roman Catholic Parish (<i>successor in interest to the insurance rights of St. Philip Neri Church of Rochester, N.Y.; St. Andrews Roman Catholic Church of Rochester, N.Y.; Church of the Annunciation, Rochester, N.Y.</i>) • Church of Our Lady of Perpetual Help of Rochester • St. Michael’s Church of Rochester, N.Y. 	124 Evergreen St., Rochester, NY 14605
<p>Peace of Christ Roman Catholic Parish of Rochester, NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Ambrose Church of Rochester; • St. James Church of Rochester, N.Y.; • St. John the Evangelist Church of Rochester, N.Y. 	25 Empire Blvd., Rochester, NY 14096
<p>The Church of the Holy Apostles, Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Francis of Assisi Church of Rochester, N.Y. • Church of the Holy Family, Inc. • The Church of St. Anthony of Padua 	7 Austin St., Rochester, NY 14606
<p>St. Monica Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • The Church of Our Lady of Good Counsel • St. Augustine Church Corporation 	34 Monica St., Rochester, NY 14619

<ul style="list-style-type: none"> • SS. Peter and Paul's Roman Catholic Church, Rochester, N.Y. 	
St. Anne's Church of Rochester	1600 Mount Hope Ave., Rochester NY 14620
The Church of the Blessed Sacrament, Rochester, N.Y.	259 Rutgers St., Rochester, NY 14607
St. Boniface Church, Rochester, N.Y.	330 Gregory St., Rochester, NY 14620
St. Stanislaus Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Theresa of the Child Jesus Church, Bishop of Rochester 	34 Saint Stanislaus St., Rochester, NY 14621
Immaculate Conception/St. Bridget, Rochester; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • The Immaculate Conception Church Society • St. Bridget's Church 	445 Frederick Douglass St., Rochester, NY 14608
Kateri Tekakwitha Roman Catholic Parish; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of Christ the King, Rochester, N.Y. • St. Cecilia Church, Irondequoit, N.Y. • Church of St. Margaret Mary • Church of St. Salome • St. Thomas Roman Catholic Church 	445 Kings Highway S., Rochester, 14617
Church of St. Charles Borromeo; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of the Holy Name of Jesus of Rochester, New York 	3003 Dewey Ave., Rochester, NY 14616
Emmanuel Church of the Deaf of the Diocese of Rochester	34 Monica St., Rochester, NY 14619
St. George Roman Catholic Lithuanian Church, Inc.	150 Varinna Dr., Rochester, NY 14618
The Parish of the Holy Family, Gates, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of the Holy Ghost • St. Helen's Church of Gates, N.Y. • Church of St. Jude of the Town of Gates. 	4100 Lyell Rd., Rochester, NY 14606
Holy Cross Church of Rochester, NY	4492 Lake Ave., Rochester, NY 14612
St. John the Evangelist Church Corp.	2400 Ridge Rd. W., Rochester, NY 14625
St. Lawrence Church of Rochester, N.Y.	1000 N. Greece Rd., Rochester, NY 14626
St. Mark's Church of Rochester, New York	54 Kuhn Rd., Rochester, NY 14612
St. Mary's Church Society, Inc.	15 South St., Rochester, NY 14607

Our Lady of Lourdes Church of Brighton	150 Varinna Dr., Rochester, NY 14618
Our Mother of Sorrows Church; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Our Lady of Mercy Church of Rochester, N.Y. 	5000 Mt. Read Blvd., Rochester, NY 14612
St. Mary's French Church Society (a/k/a Our Lady of Victory)	210 Pleasant St., Rochester, NY 14604
Church of Our Lady Queen of Peace of Rochester, N.Y.	601 Edgewood Ave., Rochester, NY 14618
St. Pius Tenth Church of Rochester, N.Y.	3032 Chili Ave, Rochester, NY 14624
St. Theodore's Church of Gates, N.Y.	168 Spencerport Rd., Rochester, NY 14606
St. Thomas More Church of Rochester, N.Y.	2617 East Ave., Rochester, NY 14610
The Catholic Parish of Saints Isidore and Maria Torriba; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Catherine Roman Catholic Church Society, Addison, N.Y. • St. Stanislaus Church of Bradford, N.Y. • St. Joseph's Roman Catholic Church of Campbell, N.Y. 	51 Maple St., Addison, NY 14801
St. Alphonsus Catholic German Church	10 S. Lewis Street, Auburn, NY 13021
St. Aloysius Church, Auburn, NY	85 N. St., Auburn, NY 13021
The Catholic Church of the Holy Family, Auburn, N.Y.	85 N. St., Auburn, NY 13021
St. Mary's Catholic Church, Auburn, N.Y.	15 Clark St., Auburn, NY 13021
Saints Mary and Martha Roman Catholic Parish Cayuga County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis of Assisi Italian Roman Catholic Church • St. Hyacinth's Polish Roman Catholic Society Church 	299 Clark St., Auburn, NY 13021
Sacred Heart Church of Auburn, N.Y.	90 Melrose Rd., Auburn, NY 13021
St. Ann's Church, Owasco, Cayuga County, N.Y.	Main St., Owasco, NY 13130
Good Shepherd Catholic Community, Aurora; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Aurora, N.Y. • St. Joseph's Catholic Church of Cayuga, N.Y. • Our Lady of the Lake Church Corporation, King Ferry • St. Patrick's Catholic Church of Moravia, Cayuga County, N.Y. • St. Bernard's Catholic Church • St. Michael's Church of Union Springs, N.Y. 	299 Main St., Aurora, NY 13026

<ul style="list-style-type: none"> • St. Isaac Jogues' Chapel 	
St. Agnes Church Society, Avon, N.Y.	108 Prospect St., Avon, NY 14414
St. John Vianney Roman Catholic Parish, Steuben County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Catholic Church Society of Bath, N.Y. • St. Gabriel's Catholic Church Society of Hammondsport, N.Y. 	32 E Morris St., Bath, NY 14810
Church of the Nativity of the Blessed Virgin Mary, Brockport, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Newman Oratory of Brockport, New York 	152 Main St., Brockport, NY 14420
St. Martin De Porres; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Catholic Church of St. Vincent DePaul of Churchville, N.Y. • St. Columba's Church, Caledonia, N.Y. • St. Mary of the Assumption Church, Scottsville, N.Y. • St. Patrick's Church, Mumford, N.Y. 	198 North St., Caledonia, NY 14423
St. Benedict Roman Catholic Parish Ontario County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Church Corp., Canandaigua, N.Y. • St. Bridget's Church of East Bloomfield, N.Y. 	95 N. Main St., Canandaigua, NY 14424
St. Peter's Roman Catholic Parish, Ontario County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Felix's Church, Inc. • St. Francis Church • St. Dominic Roman Catholic Church Society 	12 Hibbard Ave., Clifton Springs, NY 14432
St. Joseph the Worker Roman Catholic Parish, Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. John the Evangelist Roman Catholic Church • St. Michael's Church Society, Inc., Lyons, N.Y. • St. Patrick's Roman Catholic Church, Savannah, N.Y. 	43 W. DeZeng St., Clyde, NY 14433
St. Margaret's Church of Conesus Lake, Livonia, N.Y.	P.O. Box 77, Livonia, NY 14487
All Saints, Corning; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • The Church of St. Mary's of Corning, N.Y. 	222 Dodge Ave., Corning, NY 14830

<ul style="list-style-type: none"> • St. Patrick's Catholic Church, Corning, N.Y. • St. Vincent De Paul's Roman Catholic Church Society Inc., Corning, N.Y. • Church of the Immaculate Heart of Mary of Painted Post 	
The Church of St. John Fisher of the Town of Huron, New York	11956 Washington St., Wolcott, NY 14590
Church of St. Jerome, East Rochester, N.Y.	207 S. Garfield St., East Rochester, NY 14445
Saint Cecilia's Roman Catholic Church Society	1010 Davis St., Elmira, NY 14901
St. John the Baptist Catholic Church, Elmira, N.Y.	1010 Davis St., Elmira, NY 14901
Parish of the Most Holy Name of Jesus; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church Society • Blessed Sacrament Roman Catholic Church of Elmira, NY (<i>successor in interest to the insurance rights of St. Anthony's Church of Elmira, N.Y.; St. Patrick's Roman Catholic Church of Elmira, N.Y.; Saint Peter and Paul's Church, Inc.</i>) • Christ the Redeemer Roman Catholic Parish of Elmira, NY (<i>successor in interest to the insurance rights of Our Lady of Lourdes Church of Elmira, New York; St. Casimir's Roman Catholic Church Society, Elmira, N.Y.; Saint Charles Borromeo Roman Catholic Church, Elmira Heights, N.Y.</i>) 	1010 Davis St., Elmira, NY 14901
Church of the Assumption, Fairport, N.Y.	20 East Ave., Fairport, NY 14450
Church of the Resurrection, Perinton, New York	283 Hamilton Rd., Fairport, NY 14450
Church of St. John of Rochester of Perinton, New York	8 Wickford Way, Fairport, NY 14450
The Church of the Holy Cross of Dryden, New York	375 George Rd., Freeville, NY 13068
St. Luke the Evangelist Roman Catholic Church Society of Livingston County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church, Geneseo, N.Y., Livingston County • Thomas Aquinas Roman Catholic Church of Moscow, Livingston County, N.Y. 	13 North St., Geneseo, NY 14454

<ul style="list-style-type: none"> • St. Patrick's Church Society of Mt. Morris, New York • Church of the Holy Angels of Nunda, N.Y. • St. Lucy's Church, Retsof, N.Y 	
Our Lady of Peace Roman Catholic Church of Geneva, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of St. Francis DeSales • St. Stephen's Roman Catholic Church, Inc. of Geneva, N.Y. 	130 Exchange St., Geneva, NY 14456
St. Hilary's Catholic Church, Genoa, N.Y.	299 Main St., Aurora, NY 13026
St. Anthony's Catholic Church of Groton, N.Y.	312 Locke Rd., Groton, NY 13073
Church of the Holy Name, Groveland, N.Y.	13 North St., Geneseo, NY 14454
The Church of St. Elizabeth Ann Seton, The Diocese of Rochester, N.Y.	P.O. Box 149, Hamlin, NY 14464
Marianne Cope Roman Catholic Parish, Monroe County NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Guardian Angels Church of Rochester, New York • Church of the Good Shepherd, Henrietta, N.Y. • St. Joseph's Catholic Society of Rush, N.Y. 	3318 E. Henrietta Rd., Henrietta, NY 14467
Church of St. Leo, Hilton, N.Y.	167 Lake Ave., Hilton, NY 14468
St. Mary's Church of Honeoye Flats, N.Y (St. Mary - Our Lady of the Hills)	8961 Main St., Honeoye, NY 14471
St. Paul of the Cross Church, Honeoye Falls, N.Y.	31 Monroe St., Honeoye Falls, NY 14472
Our Lady of the Valley; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Joachim's Roman Catholic Church • St. Ann's Roman Catholic Church • St. Ignatius Loyola Church of Hornell, N.Y. • St. Mary's Roman Catholic Church 	27 Erie Ave., Hornell, NY 14843
Church of St. Mary Our Mother, Horseheads, N.Y.	816 W. Broad St., Horseheads, NY 14845
St. Catherine of Siena Church	302 Saint Catherine Circle, Ithaca, NY 14850
The Immaculate Conception Church, Ithaca, N.Y.	113 N. Geneva St., Ithaca, NY 14850
All Saints Church Corporation, Ludlowville, NY	347 Ridge Rd., Lansing, NY 14882
St. Rose Roman Catholic Church	1985 Lake Ave., Lima, NY 14485
St. Matthew Catholic Church Society; <i>successor in interest to the insurance rights of:</i>	P.O. Box 77, Livonia, NY 14487

<ul style="list-style-type: none"> • St. William's Church Society, Conesus, N.Y. • St. Joseph's Catholic Church Society of Livonia, N.Y. 	
St. Michael's Church Society, Livonia Center, N.Y.	8961 Main St., Honeoye, NY 14471
Parish of St. Katharine Drexel, Palmyra; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Macedon, N.Y. • St. Gregory's Roman Catholic Church of Marion, N.Y. • Roman Catholic Church of St. Anne, Palmyra, N.Y. 14522 	52 Main St., Macedon, NY 14502
St. Catherine's Roman Catholic Church, Mendon, NY	26 Mendon-Ionia Rd., Mendon, NY 14506
St. Michael's Church, Montezuma, N.Y.	2667 Hamilton St., Weedsport, NY 13166
St. Michael's Church, Newark, N.Y.	401 S. Main St., Newark, NY 14513
St. Christopher of Chili, New York	3350 Union St., North Chili, NY 14514
St. Benedict's Mission Church of Odessa, New York	169 Speedway, Odessa, NY 14869
St. Maximilian Kolbe Catholic Church Society of Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's of the Lake Roman Catholic Church Society • Church of the Epiphany, Sodus, N.Y. • Church of St. Rose of Lima, Sodus Point, N.Y. 	5823 Walworth Rd., Ontario, NY 14519
The Parish of Mary, Mother of Mercy, Tompkins County, New York; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis Solanus Church, Interlaken, N.Y. • Holy Cross Church • St. James the Apostle Church of Trumansburg, N.Y. 	PO Box 337, Ovid, NY 14521
Blessed Trinity, Owego; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Margaret Mary's Roman Catholic Church of Apalachin, N.Y. • St. Francis Roman Catholic Church • St. John the Evangelist Roman Catholic Church • St. Pius the Tenth Church, Van Etten, N.Y. • St. James the Apostle, Roman Catholic Church Society of Waverly, N.Y. 	300 Main St., Owego, NY 13827

St. Patrick's Roman Catholic Church Society of Owego, N.Y.	300 Main St., Owego, NY 13827
St. Joseph's Catholic Church of Penfield, NY	43 Gebhardt Rd., Penfield, NY 14526
Our Lady of the Lakes Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Andrew's Church of Dundee • St. Januarius Roman Catholic Church • St. Michael's Church of Penn Yan, N.Y. • St. Patrick's Catholic Church, Prattsburg, N.Y. • St. Mary's Church, Rushville, N.Y. • St. Theresa's Church, Stanley, N.Y. 	210 Keuka St., Penn Yan, NY 14527
St. Raphael's Church, Piffard, N.Y.	13 North St., Geneseo, NY 14454
Church of the Transfiguration, Diocese of Rochester, New York	50 W Bloomfield Rd., Pittsford, NY 14534
St. Louis Church of Pittsford, N.Y.	60 S. Main St., Pittsford, NY 14534
St. John the Evangelist Church Society, Spencerport, N.Y.	55 Martha St., Spencerport, NY 14559
St. Patrick's Church of Victor, N.Y.	115 Maple Ave., Victor, NY 14564
St. Frances & St. Clare Roman Catholic Parish, Seneca County, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary's Church, Waterloo, N.Y. • St. Patrick's Church of Seneca Falls, N.Y. 	25 Center St., Waterloo, NY 13165
St. Mary's of the Lake Roman Catholic Church Society	P.O. Box 289, Watkins Glen, NY 14891
Holy Family Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Pius V Church Society, Cohocton, N.Y. • St. Mary's Church • The Church of the Sacred Heart of Jesus, Perkinsville, N.Y. • St. Joseph's Roman Catholic Church Corp., Wayland, N.Y. 	206 Fremont St., Wayland, NY 14572
The Roman Catholic Church of the Most Holy Trinity at Webster, N.Y.	1460 Ridge Rd., Webster, NY 14580
St. Paul's Roman Catholic Church of Webster, N.Y.	783 Hard Rd., Webster, NY 14580
Church of the Holy Spirit of Penfield, N.Y.	1355 Hatch Rd., Webster, NY 14580
Our Lady of the Snow, Weedsport; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Patrick's Roman Catholic Church of Cato, N.Y. • St. John's Church, Port Byron, N.Y. 13140 	2667 Hamilton St., Weedsport, NY 13166

<ul style="list-style-type: none"> • St. Joseph's Catholic Church of Weedsport, N.Y. 	
St. Joseph's Church of West Bloomfield	95 N. Main St., Canandaigua, NY 14424
St. Rita's Church of West Webster, N.Y.	1008 Maple Dr., West Webster, NY 14580
Catholic Community of the Blessed Trinity of Wolcott, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary Magdalen Church, Wolcott, N.Y. • St. Thomas the Apostle Roman Catholic Church of Red Creek • St. Jude 	11956 Washington St., Wolcott, NY 14590
Catholic Charities of the Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Rochester Catholic Press Association, Inc.	1150 Buffalo Rd., Rochester, NY 14624
DePaul Mental Health Services, Inc. f/k/a DePaul Clinic	1931 Buffalo Rd., Rochester, NY 14624
The Corporate Board of Education, Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Bishop Sheen Ecumenical Housing Foundation, Inc.	150 French Rd., Rochester, NY 14618
Charles Settlement House, Inc.	445 Jay St., Rochester, NY 14611
St. Bernard's School of Theology and Ministry	120 French Rd., Rochester, NY 14618
Camp Stella Maris of Livonia, N.Y.	4395 East Lake Rd., Livonia, NY 14487

ATTACHMENT B

NOTICE NAMES AND ADDRESSES

For DOR: The Diocese of Rochester
1150 Buffalo Road
Rochester, New York 14624
Attention: Lisa M. Passero, Chief Financial Officer

With copies to: Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202
Attn: Stephen A. Donato
Charles J. Sullivan
Grayson T. Walter

-and-

Blank Rome LLP
1825 Eye Street NW
Washington, D.C. 20006
Attn: James R. Murray
James S. Carter

For DOR Parishes: Woods Oviatt Gillman, LLP
1900 Bausch & Lomb Place
Rochester, NY 14604
Attention: Timothy P. Lyster

For Certain Underwriters at
Lloyd's, London: Joanne Yardley
Senior Claims Adjuster – US Casualty
MS Amlin Managing Agency Ltd.
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AG
joanne.yardley@msamlin.com

For HDI Global Specialty SE: Ms. Corinna Smidtmann
Senior Claims Manager - Casualty Claims
HDI Global Specialty SE
Podbielskistrasse 396
30659 Hannover Germany
corinna.schmidtmann@hdi-specialty.com

For Convex Insurance UK Ltd.:

Laura Gaweda
Senior Casualty Claims Adjuster
Convex
Scalpel, 52 Lime Street,
London, EC3M 7AF
laura.gaweda@convexin.com
claims@convexin.com

With copies to:

Catalina J. Sugayan, Esq.
Clyde & Co US LLP
55 West Monroe Street
Suite 3000
Chicago, IL 60603
Tel: 312.635.6917
catalina.sugayan@clydeco.us

Exhibit C

Interstate Settlement Agreement

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback (“Settlement Agreement”) is hereby made by, and between, and among The Diocese of Rochester, New York (the “Diocese” as further defined in Section 1.1.18 below), the other Diocese Parties (as defined in Section 1.1.19 below), and Interstate Fire & Casualty Company and National Surety Corporation (collectively, “Interstate,” as more fully defined in Section 1.1.15 below, and together with the Diocese and the other Diocese Parties, the “Parties” and each a “Party” to this Settlement Agreement).

RECITALS:

WHEREAS, on September 12, 2019 (the “Petition Date”), the Diocese filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of New York (the “Bankruptcy Court”) pending under Case No. 19-20905 (the “Bankruptcy Case”);

WHEREAS, certain Persons have asserted or may hold Tort Claims (as defined in Section 1.1.46) against the Diocese Parties;

WHEREAS, Interstate issued, allegedly issued, or may have issued the Diocese Policies (as defined in Section 1.1.20 below) providing certain coverage to the Diocese Parties;

WHEREAS, certain disputes between the Diocese Parties and Interstate have arisen and may arise in the future concerning the scope and nature of Interstate’s responsibilities, if any, to provide coverage to the Diocese Parties for Tort Claims under the Diocese Policies (the “Coverage Disputes”);

WHEREAS, on November 14, 2019, the Diocese filed Adversary Proceeding No. 19-02021 (the “Adversary Proceeding”) against Interstate and certain of the other Settling Insurers seeking a declaratory judgment regarding the insurers’ obligations under the Diocese Policies;

WHEREAS, the Diocese Parties and Interstate, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all Coverage Disputes and all other disputes between and among them and to release Interstate from any further obligations under the Diocese Policies;

WHEREAS, through this Settlement Agreement, the Diocese Parties intend to provide Interstate with the broadest possible release of all Tort Claims, including all Unknown Tort Claims (as defined in Section 1.1.52) that occurred or may have arisen prior to the Bankruptcy Plan Effective Date (as defined in Section 1.1.8); and

WHEREAS, through this Settlement Agreement, as part of the compromise and resolution of the Coverage Disputes, the Diocese Parties and Interstate also wish to effect a sale, pursuant to § 363(b), (f), and (m) of the Bankruptcy Code of the Diocese Policies issued or allegedly issued to any of the Diocese Parties to provide Interstate with the broadest possible release and buyback with respect to the Diocese Policies, resulting in Interstate having no obligations now or in the future to the Diocese Parties or any of their creditors;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Settlement Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound subject to the approval of the Bankruptcy Court pursuant to Section 2 below, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 As used in this Settlement Agreement (as defined above), the following terms shall have the meanings set forth below.

1.1.1 “Abuse” includes any actual or alleged (a) act of sexual conduct, misconduct, abuse, or molestation; any other sexually related act, contact, or interaction; indecent assault and/or battery; rape; lascivious behavior; undue familiarity; pedophilia; hebephilia; or ephebophilia; (b) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a nonconsenting adult and another adult; (c) assault; battery; corporal punishment; or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation; or (d) fraud, fraud in the inducement, misrepresentation, concealment, unfair practice, or any other tort relating to the acts and/or omissions listed in subparts (a)-(c) of this sentence. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

1.1.2 “Adversary Proceeding” has the meaning set forth in the recitals.

1.1.3 “Approval Motion” means the motion filed in the Bankruptcy Court seeking approval of this Settlement Agreement as described in Section 2 of this Settlement Agreement.

1.1.4 “Approval Order” means the order granting the Approval Motion described in Section 2 of this Settlement Agreement and providing the relief described in Section 4 of this Settlement Agreement.

1.1.5 “Bankruptcy Case” shall have the meaning set forth in the Recitals.

1.1.6 “Bankruptcy Court” shall have the meaning set forth in the Recitals, *provided, however*, that to the extent that the Standing Order of Reference Re: Title 11 entered by the District Court on February 29, 2012 is withdrawn with respect to any proceeding arising from or related to the Bankruptcy Case or the Adversary Proceeding, any reference in this Agreement to the Bankruptcy Court shall also include said District Court.

1.1.7 “Bankruptcy Plan” or “Plan” refers to the Chapter 11 Plan of Reorganization for the Diocese (and all exhibits annexed thereto) and any and all modifications or amendments thereto, as approved and confirmed by Final Order of the Bankruptcy Court, that resolves the Tort Claims and is consistent with this Settlement Agreement, containing such language and provisions as are acceptable to Interstate.

1.1.8 “Bankruptcy Plan Effective Date” means the date upon which a Bankruptcy Plan approved by the Bankruptcy Court that contains terms and conditions consistent with those required by this Settlement Agreement becomes effective.

1.1.9 “Channeled Claim” means any Tort Claim against any of the Protected Parties (or any Entity covered by Interstate to the extent such Tort Claim arises from the same injury or damages asserted as a Tort Claim against the Protected Parties) and any Claim that, directly or indirectly, arises out of, relates to, or is in connection with the same facts and circumstances giving rise to a Tort Claim, including any Medicare Claim, Related Insurance Claim, and all Tort Claims that relate to the Diocese Policies, but excluding, however, Claims against (a) an individual who perpetrated an act of Abuse that forms the basis of a Tort Claim with respect to that Tort Claim, (b) a diocese or archdiocese other than the Diocese itself, or (c) a religious order.

1.1.10 “Channeling Injunction” shall have the meaning set forth in Section 2.2.2.

1.1.11 “Claim” means any past, present, or future claim, demand, action, request, cause of action, suit, proceeding, or liability of any kind or nature whatsoever, whether at law or equity, known or unknown, actual or alleged, asserted or not asserted, suspected or not suspected, anticipated or unanticipated, accrued or not accrued, fixed or contingent, which has been or may be asserted by or on behalf of any Person, whether seeking damages (including compensatory, punitive, or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including cross-claims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights, causes of action, or orders, and any other claim with the definition of claim in section 101(5) of the Bankruptcy Code.

1.1.12 “Claims Bar Date” means August 13, 2020, which was the last date for filing Claims against the Diocese pursuant to the Bankruptcy Court’s Order entered on February 25, 2020 [Docket No. 425].

1.1.13 “Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Bankruptcy Case, as such committee may be reconstituted from time to time.

1.1.14 “Conditional Payment” means any payment made to a Tort Claimant under the MMSEA, including any payment by a Medicare Advantage Organization (as defined in the MSPA).

1.1.15 “Interstate” means, in addition to the Parties identified in the first paragraph of this Settlement Agreement, each of their past, present, and future parents, subsidiaries, affiliates, and divisions, including but not limited to Fireman’s Fund Insurance Company; each of the foregoing Persons’ respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; each of the foregoing Persons’ respective past, present, and future directors, officers, shareholders, employees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators; and each of

the foregoing Persons' respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with them.

1.1.16 "Coverage Disputes" shall have the meaning set forth in the Recitals.

1.1.17 "Defense and Indemnity Costs" shall have the meaning set forth in Section 2.3.4

1.1.18 "Diocese" means The Diocese of Rochester, which is the diocesan corporation formed pursuant to N.Y. Religious Corporation Law § 90, and its bankruptcy estate pursuant to section 541 of the Bankruptcy Code, together with the public juridic person of the Roman Catholic Diocese of Rochester, as now constituted or as it may have been constituted, and their respective predecessors, successors, and assigns.

1.1.19 "Diocese Parties" means collectively (i) the Reorganized Debtor; (ii) the Diocese; (iii) the Diocese Participating Parties, including all of its Parishes (as defined in section 1.1.32 below); (iv) any and all named insureds, additional insureds, insureds, and any Entity alleged to be covered under the Diocese Policies with respect to which the Diocese has authority to release Claims by a Final Order pursuant to sections 105(a) or 363(f) of the Bankruptcy Code or confirming a chapter 11 plan; and (v) each of the past, present, and future holding companies, merged companies, related companies, divisions, and acquired companies of the Diocese Parties, and each of their respective predecessors, successors, and assigns, each in their capacity as such, but excluding, however, (a) any individual who perpetrated an act of Abuse that forms the basis of a Tort Claim with respect to that Tort Claim solely in his capacity as an individual abuser, (b) any archdiocese or diocese other than the Diocese itself, or (c) any religious order.

1.1.20 "Diocese Policies" means any and all known and unknown contracts, binders, certificates, or policies of insurance, in effect on or before the Settlement Agreement Effective Date, that were issued, allegedly issued, or may have been issued by Interstate to or for the benefit of, or that otherwise actually, allegedly, or potentially insure one or more of the Diocese Parties.

1.1.21 "Diocese Participating Parties" means the Entities listed on Exhibit 2 hereto.

1.1.22 "Direct Action Claim" means any Claim by any Entity against Interstate identical or similar to, or relating to, any Tort Claim, whether arising by contract, in tort or under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against an insurer.

1.1.23 "District Court" means the United States District Court for the Western District of New York.

1.1.24 "Entity" means an individual, any corporation, corporation sole, partnership, association, limited liability company, joint stock company, proprietorship, unincorporated organization, joint venture, trust, estate, executor, legal representative, or

any other entity or organization, as well as any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency, department, board or instrumentality thereof, any other Person, and any successor in interest, heir executor, administrator, trustee, trustee in bankruptcy, or receiver of any Entity and also has the meaning set forth in section 101(15) of the Bankruptcy Code.

1.1.25 “Extra-Contractual Claim” means any Claim against Interstate relating to (a) allegations that Interstate acted in bad faith or in breach of any express or implied duty, obligation, or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith; (b) failure to act in good faith; (c) failure to provide insurance coverage under any 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; failure to investigate or provide a defense or an adequate defense; any type of alleged misconduct; or (f) any other act or omission of Interstate of any type for which the Tort Claimant seeks relief other than coverage or benefits under a policy of insurance. Extra-Contractual Claims include: (i) any Claim that relates to Interstate’s handling of any Claim or any request for insurance coverage, including any request for coverage for, or defense of, any claim, including any Tort Claim; (ii) any Claim that directly or indirectly relates to any of the Diocese Policies and any contractual duties arising therefrom, including any contractual duty to defend any of the Diocese Parties against any Tort Claims; and (iii) the conduct of the Parties with respect to the negotiation of this Settlement Agreement.

1.1.26 “Final Order” means an order, judgment, or other decree (including any modification or amendment thereof) 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, review, or petition for a writ has been taken, (i) it has been resolved and no longer remains pending, or (ii) an appeal or review has been taken timely but such order has not been stayed and the Parties have mutually agreed in writing that the order from which such appeal or review is taken should be deemed to be a Final Order within the meaning of this Settlement Agreement.

1.1.27 “Interests” means all Claims, liens, 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.

1.1.28 “Late-Filed Tort Claim” means a Tort Claim for which the Tort Claimant filed a proof of Claim after the Claims Bar Date.

1.1.29 “Medicare Claims” means any and all Claims relating to Tort Claims by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Person charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Tort Claimants

who recover or receive any distribution from the Trust and Claims relating to reporting obligations.

1.1.30 “MMSEA” means §111 of the Medicare, Medicaid, SCHIP Extension Act of 2007 (P.L. 110-173).

1.1.31 “MSPA” means 42 U.S.C. §1395y et seq., or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto, including the regulations promulgated thereunder, found at 42 C.F.R. §411.1 et seq.

1.1.32 “Parishes” means all past and present parishes, schools, or missions of or in the Diocese, or under the authority of the Bishop of the Diocese, in their capacity as public juridic persons, including any current parish, school, or mission of or in any other diocese or archdiocese, or under the authority of another diocesan or archdiocesan bishop that was previously a parish, school, or mission of or in the Diocese, or under the authority of the Bishop of the Diocese, together with each corresponding parish corporation formed pursuant to N.Y. Religious Corporations Law § 90 and their respective predecessors, successors, or assigns.

1.1.33 “Parties” has the meaning set forth in the recitals above.

1.1.34 “Person” shall have the meaning ascribed in section 101(41) of the Bankruptcy Code.

1.1.35 “Petition Date” shall have the meaning set forth in the Recitals.

1.1.36 “Plan Confirmation Order” shall have the meaning set forth in Section 2.3.

1.1.37 “Protected Parties” means Interstate, all other Settling Insurers, and the Diocese Parties, but excluding, however, (a) an individual who perpetrated an act of Abuse that forms the basis of a Tort Claim with respect to that Tort claim, (b) a diocese or archdiocese other than the Diocese itself, or (c) a religious order.

1.1.38 “Related Insurance Claim” means (i) any Claim against Interstate for defense, indemnity, reimbursement, contribution, subrogation, or similar relief that, directly or indirectly, relates to a Tort Claim; (ii) any Extra Contractual Claim that, directly or indirectly, relates to any Tort Claim, including any Claim that, directly or indirectly, relates to Interstate’s handling of any Tort Claim; (iii) any Direct Action Claim; and (iv) any other derivative or indirect claim of any kind whatsoever.

1.1.39 “Reorganized Debtor” means the Diocese on and after the Bankruptcy Plan Effective Date, provided that any successor to the Diocese through a merger or suppression of the Diocese shall not have any rights or remedies by virtue of the Plan or any order confirming the Plan on account of Tort Claims for which the successor was independently liable.

1.1.40 “Settlement Amount” means the sum of Twenty-Six Million Dollars (\$26,000,000) to be paid by Interstate to the Diocese or any Trust established by the Plan, as applicable, for the benefit of Tort Claimants after satisfaction of all conditions precedent.

1.1.41 “Settlement Agreement Effective Date” means the day following the date on which all of the following have occurred: (i) all Parties have executed this Settlement Agreement; (ii) the Approval Order shall have become a Final Order; (iii) the Plan Confirmation Order shall have become a Final Order; (iv) the Trust shall have been created pursuant to the Plan; and (v) solely in the event Interstate elects to set off more than Seven Hundred Eighty Thousand Dollars (\$780,000) in Defense and Indemnity Costs against the Settlement Amount pursuant to Section 2.3.4, (x) Interstate shall have provided written notice to the Diocese of the amount of such setoff, (y) the Diocese shall not have exercised its right pursuant to Section 5.2 to terminate this Settlement Agreement on account of such proposed setoff, and (z) ten (10) days shall have elapsed from the date of Interstate’s delivery of notice to the Diocese.

1.1.42 “Settling Insurer” means each insurance company that has entered into a settlement agreement and insurance policy buy-back with Diocese.

1.1.43 “Settling Insurer Policies” means any and all insurance policies that were issued or allegedly issued by any of the Settling Insurers, including the Diocese Policies and all other known and unknown insurance policies to the extent issued or allegedly issued by any of the Settling Insurers and providing or allegedly providing insurance to any of the Diocese Parties.

1.1.44 “Sexual Abuse Exclusion” means the insurance policy exclusion in substantially the form set forth in Exhibit 3.

1.1.45 “Supplemental Injunction” shall have the meaning set forth in Section 2.3.2.

1.1.46 “Tort Claim” means any Claim against any of the Protected Parties that arises out of, relates to, results from, or is in connection with, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Bankruptcy Plan Effective Date, including any such Claim that seeks monetary damages or any other relief, under any theory of liability, including vicarious liability; respondeat superior; any fraud-based theory, including fraud in the inducement; any negligence-based or employment-based theory, including inadequate or negligent hiring, supervision, or retention practices, or misrepresentation; any other theory based on misrepresentation, concealment, or unfair practice; premise or statutory liability; contribution; indemnity; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any of the Protected Parties or any other Person for whom any of the Protected Parties are allegedly responsible, including any such Claim asserted against any of the Protected Parties in connection with the Bankruptcy Case. “Tort Claim” includes any Related Insurance Claims, Extra-Contractual Claims, Direct Action Claims, Late-Filed Tort Claims, and Unknown Tort Claims.

1.1.47 “Tort Claimant” means the holder of a Tort Claim, the estate of a deceased individual who held a Tort Claim, the personal executor or personal representative of the estate of a deceased individual who held a Tort Claim, or the assignee of any of the foregoing, as the case may be. “Tort Claimant” includes a holder of any Unknown Tort Claim.

1.1.48 “Trust” means any trust to be established pursuant to the Plan to which the Channeled Claims are channeled.

1.1.49 “Trust Documents” means the agreement establishing the Trust and its exhibits and attachments, any trust distribution or claims resolution procedures or protocols, instruments, and other documents that are reasonably necessary or desirable in order to implement the provisions of the Plan that relate to the creation, administration, and funding of the Trust.

1.1.50 “Trustee” shall have the meaning ascribed in the Plan and means the trustee of the Trust appointed by the Bankruptcy Court or any duly appointed successor.

1.1.51 “Unknown Claims Representative” means a Person appointed in connection with the Bankruptcy Case as the legal representative of Entities holding Unknown Tort Claims, or any duly appointed successor.

1.1.52 “Unknown Tort Claim” means a Claim relating to Abuse that occurred on or before the Bankruptcy Plan Effective Date (i) for which no proof of Claim is filed or deemed filed on or before the Claims Bar Date or which is not otherwise allowed by the Bankruptcy Court by the Bankruptcy Plan Effective Date, and (ii) which is held by a Person who at the time of the Claims Bar Date was under a disability or other condition recognized by New York law, or other applicable law suspending the running of the statute of limitations period, that would toll the statute of limitations for such Claim.

1.2 Capitalized terms not defined in this section or elsewhere in this Settlement Agreement shall have the meanings given to them in the Bankruptcy Code.

2. THE BANKRUPTCY CASE AND PLAN OF REORGANIZATION

2.1 Not later than the date on which the Diocese files the Bankruptcy Plan as set forth in Section 2.2 below, the Diocese shall file a motion in the Bankruptcy Court (the “Approval Motion”) that seeks the entry of an order in substantially the form attached as Exhibit 1 to this Settlement Agreement approving this Settlement Agreement and authorizing the Parties to undertake the settlement and the transactions contemplated by this Settlement Agreement (the “Approval Order”).

2.1.1 The Diocese shall provide written notice of the Approval Motion in form and substance acceptable to Interstate to (a) all Tort Claimants known to, or reasonably ascertainable by, the Diocese, (b) the other Diocese Parties, (c) the Committee, (d) the Unknown Claims Representative (if appointed), (e) all Persons who have filed notices of appearance in the Bankruptcy Case, and (f) all Persons known or believed by the Diocese to have provided general or professional liability insurance to the Diocese Parties. The

Diocese shall serve all Tort Claimants identified above at the address shown on their proofs of claim or to their counsel of record or, if no proof of claim was filed, then at the address on the Diocese's schedules or other files and records of the Diocese.

2.1.2 The Diocese shall publish notice of the Approval Motion at least once in either *The New York Times* or *USA Today* and at least once in the *Rochester Democrat and Chronicle* and as the Bankruptcy Court may additionally direct.

2.1.3 If any Entity files an objection to the Approval Motion, the Diocese shall consult with Interstate in connection with filing any written response thereto. The Diocese shall take commercially reasonable steps to defend against any objection, appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order. Interstate will cooperate with the Diocese, including making commercially reasonable submissions.

2.2 The Diocese shall file the Bankruptcy Plan, including all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not deprive Interstate of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of Interstate under this Settlement Agreement.

2.2.1 The Plan shall create a Trust which shall be responsible for making any and all payments to the Tort Claimants entitled to receive payment under the Plan and which shall assume all liability, if any, of the Protected Parties for Channeled Claims.

2.2.2 The Plan shall include an injunction (the "Channeling Injunction") in substantially the form attached as Schedule A to this Settlement Agreement, with only such modifications as are acceptable to the Settling Insurers and the Diocese Parties, pursuant to sections 105 and 1123 of the Bankruptcy Code, barring and permanently enjoining all Entities who have held or asserted, or may in the future hold or assert, Claims from taking any action, directly or indirectly for purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim and channeling such Channeled Claims to the Trust as the sole and exclusive source of payment of any such Channeled Claims.

2.2.3 The Plan shall include an injunction (the "Supplemental Injunction") in substantially the form attached as Schedule B to this Settlement Agreement, with only such modifications as are acceptable to the Settling Insurers, pursuant to sections 105(a), 363(b), (f), and (m), and 1123 of the Bankruptcy Code.

2.2.4 The Plan shall include an exculpation of liability as to Settling Insurers in form acceptable to the Settling Insurers.

2.2.5 The Plan shall incorporate this Settlement Agreement and the releases contained herein by reference and make the Settlement Agreement part of the Plan as if set forth fully within the Plan.

2.2.6 The Plan shall provide that as a condition to receiving payment from the Trust, all Tort Claimants shall provide a release in favor of the Protected Parties from all Tort Claims, which release shall be in form and substance acceptable to the Parties.

2.2.7 The Plan shall provide that the Trust shall defend, indemnify, and hold harmless Interstate with respect to all Channeled Claims, subject to the limitations set forth in Section 7.2 of this Settlement Agreement.

2.3 In the Bankruptcy Case, the Diocese shall seek and obtain entry of an order in form and substance acceptable to the Settling Insurers that: (i) approves the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code; (ii) contains the Channeling Injunction; (iii) contains the Supplemental Injunction; (iv) provides that this Settlement Agreement is binding on any Trust created in this case, the Reorganized Debtor, and any successors of the Trust or Reorganized Debtor, and all of the Diocese Parties; and (v) provides all protections to Interstate against Tort Claims that are afforded to other Settling Insurers under the Plan (the “Plan Confirmation Order”).

2.3.1 The Plan and Plan Confirmation Order must be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to Interstate.

2.3.2 In seeking to obtain the Plan Confirmation Order, the Diocese must: (i) seek a confirmation hearing on an appropriately timely basis; (ii) urge the Bankruptcy Court to overrule any objections and confirm the Plan; and (iii) take all reasonable steps to defend against any objection, appeal, petition, motion, or other challenge to the Bankruptcy Court’s entry of the Plan Confirmation Order.

2.3.3 The form and manner of notice of the hearing to confirm the Plan and the form and manner of notice of the hearing as to the adequacy of the disclosure statement pertaining thereto are subject to advance approval by the Settling Insurers, which approval cannot be unreasonably withheld. The Diocese shall publish notice of the Plan, balloting on the Plan, and a disclosure statement approved by the Bankruptcy Court under section 1125(b) of the Bankruptcy Code relating to the Plan at least once in *The New York Times* or *USA Today* and once the *Rochester Democrat and Chronicle* and as the Bankruptcy Court may additionally direct.

2.3.4 Prior to entry of the Plan Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Tort Claim asserted against the Diocese, and shall use commercially reasonable efforts to seek an order of the Bankruptcy Court, pursuant to sections 105 and 362 of the Bankruptcy Code, staying the prosecution of any Tort Claim asserted against any Diocese Parties that would, following the entry of the Plan Confirmation Order, be a Channeled Claim. If, prior to the Plan Confirmation Order becoming a Final Order, the Bankruptcy Court allows any Person to prosecute any such Tort Claim, the Diocese Parties shall defend themselves against such Tort Claims and comply with the terms of any order of the Bankruptcy Court, and Interstate’s rights and obligations relating to such litigation shall be determined by, and subject to, the terms and conditions of the Diocese Policies, this Settlement Agreement, and any applicable orders of the Bankruptcy Court. Any amounts paid by Interstate to defend against, settle, or indemnify any liability of the Diocese Parties for such Tort Claims (“Defense and Indemnity Costs”) may, at Interstate’s election and upon written notice to the Diocese prior to the Settlement Agreement Effective Date, be set off against the

Settlement Amount. Not later than the last day of each month, Interstate shall provide the Diocese with written notice of the amount of any Defense and Indemnity Costs incurred through the end of the prior month.

2.4 The Trust Documents shall require the Trust to register as a Responsible Reporting Entity (“RRE”) under the reporting provisions of §111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110- 173) (“MMSEA”).

2.5 The Trust Documents shall require the Trust, at its sole expense, to timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated and to 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 agent 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.

2.6 The Trust Documents shall require the Trust to obtain, prior to remittance of funds to claimants’ counsel, or to the claimant, if pro se, in respect of any Tort Claim, a certification from the claimant to be paid that said claimant has 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 Tort Claim.

2.7 The Diocese Parties will undertake commercially reasonable actions to cooperate with Interstate in connection with responding to any inquiry from Interstate’s regulators, auditors, reinsurers, or retrocessionaires.

2.8 From and after the execution date of this Settlement Agreement, the Diocese and Interstate shall cease all litigation activities against each other in the Bankruptcy Case, including that Interstate will not object to any proposed Plan consistent with this Settlement Agreement, nor serve or compel any discovery in connection with the Bankruptcy Case, the Adversary Proceeding, or any other potential adversary proceedings and contested matters; provided that: (i) the Diocese shall not include any provision in any Plan that adversely affects the rights or benefits of Interstate under this Settlement Agreement, or that otherwise violates, or is contrary to, the agreements and covenants contained in this Settlement Agreement; and (ii) the Diocese shall not act, or fail to act, in such a way that otherwise violates, or is contrary to, the agreements and covenants contained in this Settlement Agreement. Notwithstanding the foregoing, Interstate may participate in the Bankruptcy Case for the purpose of supporting or enforcing any of the terms of this Settlement Agreement and protecting its rights.

2.9 The Parties shall each bear, as to each other only, their own costs, expenses, and counsel and professional fees in the Bankruptcy Case.

2.10 The Parties covenant not to sue each other until (a) the Settlement Agreement Effective Date has occurred and Interstate has made the Settlement Payment, at which time this covenant is superseded by the releases provided in Section 4, or (b) the date on which this Settlement Agreement is terminated.

2.11 Upon the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount, Interstate shall have no obligation to pay, handle, object, or otherwise respond to any Claim against the Diocese Parties, and the Diocese Parties (i) will withdraw all outstanding tenders of Claims to Interstate for defense and indemnity; (ii) will not tender any Claims to Interstate; and (iii) will not request Interstate to fund any judgments, settlements, or defense costs.

2.12 Within seven (7) days following the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount, the Diocese shall dismiss Interstate from the Adversary Proceeding with prejudice.

3. PAYMENT OF THE SETTLEMENT AMOUNTS

3.1 Within thirty (30) days of the Settlement Agreement Effective Date, Interstate shall pay the Settlement Amount to the Trust.

3.2 The delivery of the Settlement Amount to the Trust shall be in full and final settlement of all responsibilities under and arising out of the Diocese Policies that were issued or allegedly issued to the Diocese Parties or under which the Diocese Parties are an insured, and in consideration of the amendment of the Diocese Policies as set forth in Section 3.3 below, the sale of the Diocese Policies back to Interstate free and clear of all Interests of any Entity, and the other releases provided herein.

3.3 Subject to the occurrence of the Settlement Agreement Effective Date, the Parties agree: (a) the Settlement Amount is the total amount that Interstate is obligated to pay on account of any and all Claims or Tort Claims under, arising out of, relating to, or in connection with the Diocese Policies (including Channeled Claims and any reimbursement obligations for Conditional Payments under the MSPA); (b) under no circumstance will Interstate ever be obligated to make any additional payments to or on behalf of anyone in connection with the Diocese Policies, including any payments in connection with amounts allegedly owed under the MSPA or in connection with any Claims or Tort Claims, including any Channeled Claims; (c) under no circumstance will Interstate ever be obligated to make any additional payments to or on behalf of the Diocese Parties or any Tort Claimants in connection with the Diocese Policies with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Tort Claims, including any Channeled Claims; (d) all limits of liability of the Diocese Policies, regardless of how the Diocese Policies identify or describe those limits, including all per person, per occurrence, per claim, "each professional incident," per event, per accident, total, and aggregate limits, shall be deemed fully and properly exhausted; and (e) immediately prior to Interstate's buyback of the Diocese Policies as further described in Section 4.4 below, the Diocese Policies shall be amended by endorsement to include a Sexual Abuse Exclusion applicable to all Unknown Tort Claims. The Parties further agree that the Settlement Amount includes the full purchase price of the Diocese Policies and consideration for the releases and other protections afforded by this Settlement Agreement.

3.4 The Parties agree and represent that (a) the consideration to be provided by Interstate pursuant to this Settlement Agreement constitutes a fair and reasonable compromise and exchange for the consideration granted to Interstate in this Settlement Agreement (including the

releases set forth below), and (b) the consideration to be provided by the Diocese Parties to Interstate pursuant to this Settlement Agreement (including the releases set forth below) constitutes a fair and reasonable compromise and exchange for the consideration granted to the Diocese Parties in this Settlement Agreement. Interstate is not acting as volunteer, and the Settlement Amount reflects potential liabilities and obligations to the Diocese Parties of the amount Interstate allegedly is obligated to pay on account of all Claims or Tort Claims.

4. RELEASES AND SALE FREE AND CLEAR

4.1 Upon the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount, with no further action being required, the Diocese Parties shall be deemed to have fully, finally, and completely remised, released, acquitted, and forever discharged Interstate and any of its reinsurers or retrocessionaires solely in their capacity as such, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Diocese Policies or Claims that are covered or alleged to be covered under the Diocese Policies, including any Channeled Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Tort Claims or the Bankruptcy Case. The releases in this Section 4.1 specifically include all Unknown Tort Claims or demands that are based in whole or in part on the Tort Claims.

4.2 Upon the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount, and with no further action being required, Interstate shall be deemed to have hereby fully, finally, and completely remised, released, acquitted, and forever discharged the Diocese Parties from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims and the Diocese Policies, including any Channeled Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Tort Claims or the Bankruptcy Case.

4.3 Upon the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount, none of the Diocese Parties shall assert against Interstate any Claim with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that, directly or indirectly, arises out of, relates to, or is in connection with any of the Diocese Policies, any Channeled Claim, or any other matter released pursuant to Sections 4.1 and 4.2 above.

4.4 Upon the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount, and following the amendment of the Diocese Policies as set forth in Section 3.3 above, Interstate hereby buys back the Diocese Policies, free and clear of all Interests of all Entities, including all Interests of the Diocese Parties and any other Entity claiming coverage by, through, or on behalf of any of the Diocese Parties, any other insurer, and any Tort Claimant. This sale is pursuant to § 363(b), (f), and (m) of the Bankruptcy Code. The Parties acknowledge and agree, and the Approval Order shall find and conclude, that upon the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount: (a) Interstate is a good faith purchaser of the Diocese Policies and Interests therein within the meaning of §363(m) of the Bankruptcy Code; (b) the consideration exchanged constitutes a fair and reasonable settlement and compromise of the Parties' disputes and of their respective rights

and obligations relating to the foregoing Diocese Policies and Interests therein and constitutes reasonably equivalent value; (c) the releases in this Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable nonbankruptcy law; (d) the Diocese Policies and Interests therein shall be terminated and of no further force and effect; (e) Interstate's payment of the Settlement Amount constitutes Interstate's full and complete performance of any and all obligations under the Diocese Policies, including any performance owed to the Diocese Parties, and exhausts all limits of liability of the Diocese Policies; (f) all Interests the Diocese Parties may have had, may presently have, or in the future may have in the Diocese Policies are released pursuant to the terms of this Settlement Agreement; and (g) the Diocese Parties accept the Settlement Amount in full and complete compromise and satisfaction of all Interstate's past, present, and future obligations, including any obligations to any of the Diocese Parties under such Diocese Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever arising out of or related in any way to such Diocese Policies, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such Claims arise from, relate to, or are in connection with the Tort Claims, Channeled Claims, the Bankruptcy Case, or otherwise.

4.5 The Diocese Parties represent and warrant that all of the releases and other benefits provided in this Settlement Agreement by the Diocese Parties to Interstate are at least as favorable as the releases and other benefits that the Diocese Parties have provided to any other one of the Settling Insurers in the Bankruptcy Case. If the Diocese Parties enter into any agreement with any other one of the Settling Insurers in the Bankruptcy Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then this Settlement Agreement shall be deemed to be modified to provide Interstate with those more favorable releases or benefits. However, Section 7.2 shall not be modified. The Diocese or Reorganized Debtor, as applicable, shall notify Interstate promptly of the existence of such more favorable releases or benefits.

4.6 Notwithstanding anything in this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall be construed to apply to or have any effect on Interstate's right to reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Diocese Policies or any other binder, certificate, or policy of insurance issued by Interstate.

4.7 Notwithstanding anything in this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall be construed to release any Claims that Interstate has or might have against any insurer that is not a Settling Insurer except that, to the extent such other insurers have agreed or in the future agree to release any Claims against Interstate arising out of or related in any way to the Tort Claims, then Interstate also releases such Claims against such other insurers to the same extent.

4.8 This Section 4 is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

5. TERMINATION OF AGREEMENT

5.1 The Parties may terminate this Settlement Agreement by mutual agreement in writing.

5.2 Each of the Diocese or Interstate may terminate this Settlement Agreement upon thirty (30) days written notice to the other Party in the event of any of the following occurs prior to the Settlement Agreement Effective Date: (i) the Approval Order and the Plan Confirmation Order are not entered within eighteen (18) months from the date on which the Settlement Agreement is executed by all the Parties; (ii) the Bankruptcy Court enters an order that becomes a Final Order inconsistent with the Approval Order or the Plan Confirmation Order; (iii) a plan that is inconsistent with the terms of this Settlement Agreement is confirmed; (iv) the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code; or (v) the United States Court of Appeals for the Second Circuit or the Supreme Court of the United States issues a precedential decision, or the District Court issues a decision in the Bankruptcy Case, that is not subject to further review holding that the federal courts lack the subject matter jurisdiction, the statutory authority, or the Constitutional ability to issue the Channeling Injunction or the Supplemental Injunction. Additionally, (x) Interstate may terminate this Settlement Agreement upon thirty (30) days written notice to the Diocese if the Diocese files a plan inconsistent with this Settlement Agreement, and (y) in the event that Interstate elects pursuant to Section 2.3.4 above to set off against the Settlement Amount more than Seven Hundred Eighty Thousand Dollars (\$780,000) in Defense and Indemnity Costs, the Diocese may terminate this Settlement Agreement by written notice to Interstate delivered no later than ten (10) days following receipt by the Diocese of Interstate's notice of its intent to exercise such setoff.

5.3 In the event of termination pursuant to this Section 5, unless the Parties agree otherwise in writing, all Parties shall retain all of their Interests, rights, and obligations relating to the Diocese Policies as if this Agreement never existed.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

6.1 The Parties separately represent and warrant as follows:

6.1.1 To the extent it is a corporation, including a non-profit, religious, or charitable corporation, or other legal entity, each Party has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court;

6.1.2 This Settlement Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith pursuant to arm's length negotiations and for value and valuable consideration.

6.1.3 The Parties make the agreements and compromises set forth in this Settlement Agreement, agree to the valuable consideration provided by, and to be provided under, this Settlement Agreement, and make the representations and warranties contained in this Settlement Agreement with the knowledge and understanding that the Committee has not indicated its support or consent to this Settlement Agreement and that the

Committee and Tort Claimants may object to approval of this Settlement Agreement or confirmation of the Plan.

6.2 The Diocese Parties represent and warrant that they have not assigned, and will not assign, any Interests in the Diocese Policies to any Entity.

6.3 The Diocese Parties represent and warrant that, to the best of their knowledge, they are the owners of the Diocese Policies, and that no other Entity has legal title to the Diocese Policies.

6.4 The Diocese Parties represent and warrant that, except with respect to any actions they may have previously undertaken in connection with the Bankruptcy Case, the Adversary Proceeding, or their participation in mediation ordered by the Bankruptcy Court, they have not in any way assisted, and shall not in any way assist, any Person in the establishment or pursuit of any Claim or Tort Claim against Interstate.

6.5 The Diocese represents and warrants that actual notice of the Approval Motion will be sent to all Tort Claimants or their counsel, whose names and addresses are known to the Diocese or can be reasonably ascertained by it, the other Diocese Parties, the Committee, the Unknown Claims Representative (if appointed), all Persons who have filed notices of appearance in the Bankruptcy Case, and all Persons known or believed by the Diocese to have provided general or professional liability insurance to the Diocese, all in accordance with Section 2.1.1 hereof, and as otherwise ordered by the Bankruptcy Court. The Diocese further represents and warrants that it will use commercially reasonable efforts to comply with any other requirements imposed by the Bankruptcy Court with respect to the Approval Motion.

6.6 The Diocese Parties and Interstate, respectively, represent and warrant that they have completed a reasonable search for evidence of any policy of insurance issued by Interstate to the Diocese that would afford coverage with respect to any Tort Claim. Other than the policies or alleged policies identified in Exhibit 1, no such policies have been identified. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the Exhibits hereto, shall be construed as or deemed to be an admission or evidence that any binder, certificate, or policy of insurance was in fact issued or affords coverage in connection with any Tort Claims.

7. ACTIONS INVOLVING THIRD PARTIES

7.1 For purposes of supporting the releases granted in Section 4 and the extinguishment of any and all rights under the Diocese Policies resulting from the purchase and sale thereof contemplated by this Settlement Agreement, the Diocese hereby agrees as follows:

7.1.1 From and after (i) the occurrence of the Settlement Agreement Effective Date, and (ii) Interstate's payment of the Settlement Amount, if any other insurer of the Diocese obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from Interstate as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for any of Interstate's alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense or indemnity obligation of any of Interstate for any Claims or reimbursement obligations for Conditional Payments released or resolved pursuant to this Settlement Agreement, the Diocese shall

voluntarily reduce any judgment or Claim against, or settlement with, such other insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against Interstate. To ensure that such a reduction is accomplished, Interstate shall be entitled to assert this Section 7 as a defense to any action against it brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect Interstate from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Interstate, such Claim may be asserted as a defense against a Claim by the Diocese or the Trust in any coverage litigation (and the Diocese or the Trust may assert the legal and equitable rights of Interstate in response thereto); and to the extent such a Claim is determined to be valid by the court presiding over such action, the liability of such non-settling insurer to the Diocese or the Trust shall be reduced dollar for dollar by the amount so determined.

7.1.2 Unless this Settlement Agreement is terminated, Interstate shall not seek reimbursement for any payments it makes under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other Settling Insurer unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from Interstate. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting Interstate from seeking recovery (including with respect to the Settlement Amount or otherwise) from its reinsurers or retrocessionaires in their capacity as such. The Diocese shall use commercially reasonable efforts to obtain from all Settling Insurers agreements substantially identical to those contained in this Section 7 and shall use commercially reasonable efforts to obtain similar agreements from any other insurer with which it settles in the future; provided, however, that the failure of the Diocese, despite its commercially reasonable efforts, to obtain such an agreement from any insurer with which it settles will not be a basis to terminate this Settlement Agreement or excuse Interstate from performing its respective obligations hereunder.

7.2 Subject to the occurrence of the Settlement Agreement Effective Date and Interstate's payment of the Settlement Amount, and pursuant to the terms of the Plan, the Trust shall defend, indemnify, and hold harmless Interstate with respect to any and all Channeled Claims and, any and all other Claims which relate to the Diocese Policies, including all such Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any of the Diocese Policies; (ii) any Person who has made, will make, or can make a Tort Claim or Related Insurance Claim; and (iii) any Person who has actually or allegedly acquired or been assigned the right to make a Claim under any of the Diocese Policies.

7.2.1 Interstate shall have the right to defend any Claims identified in this Section 7.2 and shall do so in good faith. Interstate may undertake the defense of any such Claim on receipt of such Claim. Interstate agrees to notify the Trust as soon as practicable of any Claims identified in this Section 7.2 and of its choice of counsel.

7.2.2 The Trust shall reimburse all reasonable and necessary attorneys' fees, expenses, costs, and amounts incurred by Interstate in defending such Claims. Interstate may settle or otherwise resolve a Claim only with the prior consent of the Trust, which

consent shall not be unreasonably withheld. Interstate's defense, settlement, or other resolution of any Claims pursuant to this Section 7.2 shall not diminish the obligations of the Trust to indemnify Interstate for such Claims, as set forth in this Section 7.2.

7.3 If any Person attempts to prosecute a Channeled Claim against Interstate before the Approval Order and Plan Confirmation Order become Final Orders, then promptly following notice to do so from Interstate, the Diocese will file a motion and supporting papers to obtain an order from the Bankruptcy Court pursuant to sections 362 and 105(a) of the Bankruptcy Code protecting Interstate from any such Claims until the Plan Confirmation Order has become a Final Order, the Bankruptcy Case is dismissed, or this Settlement Agreement is terminated under Section 5 hereof.

8. MISCELLANEOUS

8.1 If any action or proceeding of any type whatsoever is commenced or prosecuted by any Entity not a Party to this Settlement Agreement to invalidate, interpret, or prevent the validation or enforcement, or carrying out, of all or any of the provisions of this Settlement Agreement, the Parties mutually agree to cooperate fully in opposing such action or proceeding.

8.2 The Parties will take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Plan Confirmation Order, and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof.

8.4 Notwithstanding any language to the contrary in this Settlement Agreement, under no circumstance will the Diocese be obligated to take any action that violates any obligation or duty owed by the Diocese to any other insurer, and if a court of competent jurisdiction determines that a term or condition in this Settlement Agreement does violate any obligation or duty owed by any of the Diocese to any other insurer, the Diocese shall be relieved of such term or condition, but the scope and finality of the releases set forth in this Settlement Agreement shall not be affected or modified.

8.5 This Settlement Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.6 This Settlement Agreement may be modified only by a written amendment signed by all of the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.7 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent.

8.8 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession regarding liability, culpability, wrongdoing, or insurance coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.8, in (i) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Section 7.1.1, or (ii) any possible action or proceeding between Interstate and any reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Interstate's obligations under the Diocese Policies or any other binder, certificate, or policy of insurance issued by Interstate.

8.9 None of the Parties shall make any public statements or disclosures (i) regarding another Party's rationale or motivation for negotiating or entering into this Settlement Agreement, or (ii) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Diocese Policies or any other binder, certificate, or policy of insurance issued or allegedly issued by Interstate, including handling of or involvement in connection with the Tort Claims or the resolution of the Tort Claims.

8.10 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

8.11 This Settlement Agreement was jointly drafted by the Parties, and the wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties, and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole according to its meaning and not strictly for or against any Party.

8.12 Section titles and headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.13 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight

delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other Person or address as any of them may designate in writing from time to time:

If to the Diocese:

The Diocese of Rochester
1150 Buffalo Road
Rochester, New York 14624
Attention: Lisa M. Passero, Chief Financial Officer

with copies to:

Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202
Attn: Stephen A. Donato
Charles J. Sullivan
Grayson T. Walter

-and-

Blank Rome LLP
1825 Eye Street NW
Washington, D.C. 20006
Attn: James R. Murray
James S. Carter

If to Interstate:

Marc Orloff
Allianz Resolution Management
1465 North McDowell Boulevard, Suite 100
Petaluma, CA 94954

with a copy to:

Rivkin Radler LLP
926 RXR Plaza
Uniondale, NY 11556-0926
Attn: Siobhain Minarovich

and

Parker Hudson Rainer & Dobbs LLP
303 Peachtree Street, Suite 3600
Atlanta, Ga. 30308
Attn: Harris Winsberg

and

Bradley Riley Jacobs PC
500 West Madison Street, Suite 1000
Chicago, IL 60661
Attn: Todd C. Jacobs

8.14 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile, e-mail, or other electronic image, which facsimile, e-mail, or other electronic image counterparts shall be deemed to be originals.

8.15 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (i) an admission by Interstate that the Diocese Parties or any other Entity was or is entitled to any insurance coverage under the Diocese Policies or any other binder, certificate, or policy of insurance issued by Interstate or as to the validity of any of the positions that have been or could have been asserted by the Diocese Parties, (ii) an admission by the Diocese Parties as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by Interstate or any Claims that have been or could have been asserted by the Diocese Parties against Interstate, or (iii) an admission by the Diocese Parties or Interstate of any liability whatsoever with respect to any of the Tort Claims.

8.16 All of the Persons included in the definition of Interstate, all of the Parties to this Agreement, and the Trust are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.17 The Diocese Parties and Interstate shall each be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.18 The following rules of construction shall apply to this Settlement Agreement:

8.18.1 Unless the context of this Settlement Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement; and (iv) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.18.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.18.3 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.19 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with New York law without regard to conflicts of law principles thereof. Interstate does not, by virtue of this Section 8.19 or any other provision in this Settlement Agreement, consent to the Bankruptcy Court's jurisdiction as to any other matter.

8.20 This Settlement Agreement and the Diocese's obligations under this Settlement Agreement shall be binding on the Diocese and the Reorganized Debtor and shall survive the entry of the Plan Confirmation Order.

8.21 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date.

8.22 Nothing in this Settlement Agreement will prevent Interstate from allocating the Settlement Amount among the Diocese Policies at Interstate's discretion.

8.23 If any provision of this Settlement Agreement, or the application thereof, shall for any reason or to any extent, be construed to be invalid or unenforceable, the remainder of this Settlement Agreement, and the application of such provision to other circumstances, shall be interpreted so as to best effect the intent of the Parties, unless such determination of invalidity or unenforceability deprives any Party of the substantial benefit of its bargain.

8.24 Except as necessary to obtain approval of this Settlement Agreement in the Bankruptcy Court, which requires that a copy of this Settlement Agreement be publicly filed on the docket and provided to the parties in interest in the Bankruptcy Case, the Parties agree that all matters relating to the negotiation and terms of this Settlement Agreement shall be confidential and are not to be disclosed except by order of court or consent of the Parties in writing, except that, provided recipients agree to keep such information confidential, this Settlement Agreement may be disclosed to (1) Interstate's respective reinsurers, reinsurance intermediaries, or retrocessionaires; (2) where required by subpoena, court order, discovery request, or otherwise as required by law, or in any action concerning the interpretation, validity, breach of enforcement of this Settlement Agreement; and (3) Interstate's employees who have a business need to know, parent companies, auditors, accountants, tax advisors, attorneys, retained experts and consultants, lenders, regulators, claims handling administrators, underwriters or any member company with a business need to know. The consent required under this paragraph shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Signed: _____

The Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Interstate Fire & Casualty Company

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

National Surety Corporation

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Cathedral Community of Rochester NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Roman Catholic Parish of St. Frances Xavier Cabrini

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Peace of Christ Roman Catholic Parish of Rochester,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Holy Apostles, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Monica Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Anne's Church of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Blessed Sacrament, Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Boniface Church, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Stanislaus Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Immaculate Conception/St. Bridget, Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Kateri Tekakwitha Roman Catholic Parish

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Charles Borromeo

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Emmanuel Church of the Deaf of the Diocese of
Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. George Roman Catholic Lithuanian Church, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Parish of the Holy Family, Gates, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Holy Cross Church of Rochester, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Evangelist Church Corp.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Lawrence Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mark's Church of Rochester, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Church Society, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of Lourdes Church of Brighton

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Mother of Sorrows Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's French Church Society (a/k/a Our Lady of Victory)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of Our Lady Queen of Peace of Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Pius Tenth Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Theodore's Church of Gates, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Thomas More Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Catholic Parish of Saints Isidore and Maria
Torriba

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Alphonsus Catholic German Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Aloysius Church, Auburn, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Catholic Church of the Holy Family, Auburn,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Catholic Church, Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Saints Mary and Martha Roman Catholic Parish
Cayuga County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Sacred Heart Church of Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Ann's Church, Owasco, Cayuga County, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Good Shepherd Catholic Community, Aurora

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Agnes Church Society, Avon, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John Vianney Roman Catholic Parish, Steuben
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Nativity of the Blessed Virgin Mary,
Brockport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Martin De Porres

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Benedict Roman Catholic Parish Ontario County,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Peter's Roman Catholic Parish, Ontario County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph the Worker Roman Catholic Parish, Wayne
County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Margaret's Church of Conesus Lake, Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

All Saints, Corning

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of St. John Fisher of the Town of Huron,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Jerome, East Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Saint Cecilia's Roman Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Baptist Catholic Church, Elmira, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Parish of the Most Holy Name of Jesus

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Assumption, Fairport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Resurrection, Perinton, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. John of Rochester of Perinton, New
York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Holy Cross of Dryden, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Luke the Evangelist Roman Catholic Church
Society of Livingston County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of Peace Roman Catholic Church of
Geneva, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Hilary's Catholic Church, Genoa, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Anthony's Catholic Church of Groton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Holy Name, Groveland, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of St. Elizabeth Ann Seton, The Diocese
of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Marianne Cope Roman Catholic Parish, Monroe
County NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Leo, Hilton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Church of Honeoye Flats, N.Y (St. Mary -
Our Lady of the Hills)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Paul of the Cross Church, Honeoye Falls, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Valley

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Mary Our Mother, Horseheads, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Catherine of Siena Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Immaculate Conception Church, Ithaca, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

All Saints Church Corporation, Ludlowville, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Rose Roman Catholic Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Matthew Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church Society, Livonia Center, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Parish of St. Katharine Drexel, Palmyra

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Catherine's Roman Catholic Church, Mendon, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church, Montezuma, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church, Newark, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Christopher of Chili, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Benedict's Mission Church of Odessa, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Maximilian Kolbe Catholic Church Society of
Wayne County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Parish of Mary, Mother of Mercy, Tompkins
County, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Blessed Trinity, Owego

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Patrick's Roman Catholic Church Society of
Owego, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph's Catholic Church of Penfield, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Lakes Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Raphael's Church, Piffard, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Transfiguration, Diocese of Rochester,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Louis Church of Pittsford, N.Y

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Evangelist Church Society, Spencerport,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Patrick's Church of Victor, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Frances & St. Clare Roman Catholic Parish, Seneca
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's of the Lake Roman Catholic Church
Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Holy Family Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Roman Catholic Church of the Most Holy Trinity
at Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Paul's Roman Catholic Church of Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Holy Spirit of Penfield, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Snow, Weedsport

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph's Church of West Bloomfield

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Rita's Church of West Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Catholic Community of the Blessed Trinity of Wolcott, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Catholic Charities of the Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Rochester Catholic Press Association, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

DePaul Community Services, Inc., the successor to DePaul
Mental Health Services, Inc. (f/k/a DePaul Clinic)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Corporate Board of Education, Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Bishop Sheen Ecumenical Housing Foundation, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Charles Settlement House, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Bernard's School of Theology and Ministry

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Camp Stella Maris of Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

SCHEDULE A
Channeling Injunction

Channeling Injunction. In consideration of the undertakings of the Protected Parties pursuant to their respective settlements with the Diocese Parties, the funding of the Trust, and other consideration, and to further preserve and promote the agreements between and among the Protected Parties and the protections afforded the Protected Parties and pursuant to § 105 of the Bankruptcy Code:

- a. any and all Channeled Claims, are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust Documents as the sole and exclusive remedy for all holders of Channeled Claims; and
- b. all Entities who 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 Claims against any of the Protected Parties, including:
 - i. commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or against the property of any of the Protected Parties;
 - ii. enforcing, attaching, collecting, or recovering, by any manner or means, from any Protected Parties, or from the property of any Protected Parties, with respect to any such Channeled Claim, any judgment, award, decree, or order against any Protected Parties;
 - iii. creating, perfecting, or enforcing any lien of any kind against any Protected Parties, or the property of any Protected Parties with respect to any such Channeled Claim; and
 - iv. asserting, implementing, or effectuating any Channeled Claim of any kind against:
 1. any obligation due any Protected Parties;
 2. any Protected Parties; or
 3. the property of any Protected Parties.
 - v. taking any act, in any manner, in any place whatsoever that does not conform to, or comply with, the provisions of the Plan; and

- vi. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due any of the Protected Parties or the property of the Protected Parties.

SCHEDULE B
Supplemental Injunction
Preventing Prosecution of Claims Against the Settling Insurer Entities

Pursuant to §§ 105(a) and 363 of the Bankruptcy Code and in consideration of the undertaking of the Settling Insurers pursuant to their Settlement Agreements and the Plan, including the buyback of the Diocese Policies free and clear of all interests pursuant to §363(f) of the Bankruptcy Code, any and all Entities who have held, now hold, or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, Unknown Tort Claimants, Diocese Parties, perpetrators, non-settling insurers, and all others holding Interest of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Settlement Agreement) against any of the Protected Parties, or other Person covered or allegedly covered under the Diocese Policies, which, directly or indirectly, relate to, any of the Diocese Policies, any Tort Claims, or any Related Insurance Claims, are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, or attempt to assert or enforce any such Interest against the Settling Insurers, including:

- a. Commencing or continuing in any manner any action or other proceeding, including but not limited to a Direct Action, against the Settling Insurers or the property of the Settling Insurers;
- b. Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree, or order against the Settling Insurers or the property of the Settling Insurers;
- c. Creating, perfecting, or enforcing any lien of any kind against the Settling Insurers or the property of the Settling Insurers;
- d. Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurers or the property of the Settling Insurers; and
- e. Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with the provisions of the Plan.

Any and all Persons holding Interest or Claims of any kind arising under the Diocese Policies shall be permanently enjoined from pursuing such Interests or Claims against the Settling Insurers.

This injunction does not enjoin, or operate as a release of, any Claim against any Person other than the Settling Insurer Entities.

EXHIBIT 1
Approval Order

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

The Diocese of Rochester,

Case No.: 19-20905

Chapter 11 Case

Debtor,

ORDER APPROVING SETTLEMENT AGREEMENT WITH INTERSTATE

This case is before the Court on the Debtor’s motion [Docket No. ____] (the “Motion”)¹ for an order approving the settlement agreement, releases, and insurance policy buyback by and between the Debtor, the other Diocese Parties, and Interstate Fire & Casualty Company and National Surety Corporation (collectively, “Interstate”). Having considered the Motion and any responses thereto; having reviewed the files and records in this case; being fully advised in the premises; and determining that good cause exists to grant the Motion,

THE COURT HEREBY FINDS AND DETERMINES AS FOLLOWS:

A. The Court has jurisdiction over the Motion pursuant to 11 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Adequate and sufficient notice of the relief sought in the Motion was provided, and no other or further notice need be provided in order to bind all Entities.

C. A reasonable opportunity to object or be heard regarding the relief requested in the motion has been afforded to all interested Entities.

¹ Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Interstate Settlement Agreement attached to this Order as Exhibit A.

D. The approval of the Interstate Settlement Agreement in this Order is in the best interest of the bankruptcy estate, the Debtor's creditors, and other Entities.

E. The Debtor has good and sufficient business justifications supporting its entry into the Settlement Agreement with Interstate. It is a reasonable exercise of the Debtor's business judgment to enter into, perform under, and consummate the Interstate Settlement Agreement, including the sale of the Diocese Policies to Interstate free and clear of liens, Claims (including, but not limited to, Tort Claims), and Interests pursuant to 11 U.S.C. §§ 363(b), (f), and (m) as provided for in the Interstate Settlement Agreement.

F. The Interstate Settlement Agreement was negotiated and proposed without collusion and in good faith, from arm's length bargaining positions by the Debtor, the other Diocese Parties, and Interstate. For purposes of the Debtor's sale of the Diocese Policies to Interstate, Interstate is a good faith purchaser within the meaning of 11 U.S.C. § 363(m).

G. The consideration exchanged, including the Settlement Amount to be paid by Interstate, constitutes a fair and reasonable settlement of the disputes and of their respective rights and obligations relating to the Diocese Policies.

H. The Debtor, the other Diocese Parties, and Interstate have agreed that, upon the occurrence of the Settlement Agreement Effective Date and payment of the Settlement Amount by Interstate, this Order shall satisfy and extinguish in full all of the obligations of Interstate under, arising out of, or relating to the Diocese Policies.

THE COURT MAKES THE FOLLOWING CONCLUSIONS OF LAW, AND IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Motion is granted and the Interstate Settlement Agreement is approved in all respects. The omission in this Order of specific reference to any provision of the Interstate

Settlement Agreement shall not impair or diminish the efficacy, propriety, or approval of the provision.

2. Any and all objections to the Motion or to the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled and denied.

3. The Debtor is authorized to enter into and perform the terms of the Interstate Settlement Agreement and undertake any transactions contemplated by the Interstate Settlement Agreement.

4. The sale of the Diocese Policies to Interstate is authorized and shall be free and clear of all liens, Claims (including, but not limited to, Tort Claims), and Interests pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m). Upon occurrence of the Settlement Agreement Effective Date, in exchange for the Settlement Amount, and upon payment of the same to the Debtor or the Trust (as applicable), and without any further action being required, Interstate shall be deemed to have bought back the Diocese Policies free and clear of all liens, Claims (including, but not limited to, Tort Claims), and Interests of all Entities, including all interests of the Debtor, the other Diocese Parties, and other Persons claiming coverage by, through, or on behalf of the Debtor, the other Diocese Parties, any other insurer, and any Entity holding a Claim (including, but not limited to, a Tort Claim) against any of the Debtor or Other Diocese Party.

5. The form of injunctions, the releases, and the indemnifications set forth in the Interstate Settlement Agreement comply with the Bankruptcy Code and applicable nonbankruptcy law and are approved and enforceable.

6. Pursuant to the terms of the Interstate Settlement Agreement, immediately upon the sale of the Diocese Policies to Interstate becoming effective, the Diocese Policies shall be

terminated and no longer in force or effect and shall be exhausted in retrospect as to all coverages, and all Interests the Debtor or any other Entity may have had, may presently have, or in the future may have, in such Diocese Policies are released.

7. Interstate's payment of the Settlement Amount constitutes its full and complete performance of any and all obligations under the Diocese Policies, including any performance owed to the Diocese Parties, and exhausts all limits of liability of the Diocese Policies.

8. Upon the occurrence of the Settlement Agreement Effective Date, all Interests the Diocese Parties may have had, may presently have, or in the future may have in the Diocese Policies are released pursuant to the terms of the Interstate Settlement Agreement.

9. Upon the occurrence of the Settlement Agreement Effective Date, the Diocese Parties accept the Settlement Amount in full and complete satisfaction of all Interstate's past, present, and future obligations, including obligations to any of the Diocese Parties under such Diocese Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever arising out of or related in any way to such Diocese Policies, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such Claims arise from, related to, or are in connection with the Tort Claims, Channeled Claims, the Bankruptcy Case, or otherwise.

10. This Order shall not limit or preclude the entry or effectiveness of any injunctions that may be granted protecting Interstate in connection with, or as a part of, any order confirming a chapter 11 plan. Interstate shall be entitled to the benefit of any Channeling Injunction and Supplemental Injunction, and any similar injunctions, contained in any such plan.

11. The Interstate Settlement Agreement and this Order are binding upon the parties to the Interstate Settlement Agreement, the reorganized debtor, any trust or trustee for the debtor, its

assets, or its liabilities, and shall survive the confirmation of any plan of reorganization for the Debtor.

12. The Court shall retain jurisdiction to enforce the provisions of this Order and the Interstate Settlement Agreement and to resolve any issue or dispute concerning the interpretation, implementation or enforcement of this Order and the Interstate Settlement Agreement, or the rights and duties of the Parties hereunder or thereunder, including without limitation, (a) interpretation of the terms, conditions and provisions thereof, and (b) all issues and disputes arising in connection with the relief authorized herein.

Dated:

HON. PAUL WARREN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2
Diocese Participating Parties

CATHOLIC ENTITY:	ADDRESS:
<p>The Cathedral Community of Rochester NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Sacred Heart Cathedral, Rochester, N.Y. • The Holy Rosary Church of the City of Rochester, Monroe County, N.Y. • Church of the Most Precious Blood 	296 Flower City Park, Rochester, NY 14615
<p>Roman Catholic Parish of St. Frances Xavier Cabrini; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Our Lady of the Americas (<i>successor in interest to the insurance rights of St. Francis Xavier Church; Church of the Most Holy Redeemer of Irondequoit, N.Y.; Our Lady of Mount Carmel Church, Rochester, N.Y.; Corpus Christi Church of Rochester, N.Y.</i>) • Light of Christ Roman Catholic Parish (<i>successor in interest to the insurance rights of St. Philip Neri Church of Rochester, N.Y.; St. Andrews Roman Catholic Church of Rochester, N.Y.; Church of the Annunciation, Rochester, N.Y.</i>) • Church of Our Lady of Perpetual Help of Rochester • St. Michael's Church of Rochester, N.Y. 	124 Evergreen St., Rochester, NY 14605
<p>Peace of Christ Roman Catholic Parish of Rochester, NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Ambrose Church of Rochester; • St. James Church of Rochester, N.Y.; • St. John the Evangelist Church of Rochester, N.Y. 	25 Empire Blvd., Rochester, NY 14096
<p>The Church of the Holy Apostles, Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Francis of Assisi Church of Rochester, N.Y. • Church of the Holy Family, Inc. • The Church of St. Anthony of Padua 	7 Austin St., Rochester, NY 14606
<p>St. Monica Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • The Church of Our Lady of Good Counsel • St. Augustine Church Corporation 	34 Monica St., Rochester, NY 14619

<ul style="list-style-type: none"> SS. Peter and Paul's Roman Catholic Church, Rochester, N.Y. 	
St. Anne's Church of Rochester	1600 Mount Hope Ave., Rochester NY 14620
The Church of the Blessed Sacrament, Rochester, N.Y.	259 Rutgers St., Rochester, NY 14607
St. Boniface Church, Rochester, N.Y.	330 Gregory St., Rochester, NY 14620
St. Stanislaus Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> St. Theresa of the Child Jesus Church, Bishop of Rochester 	34 Saint Stanislaus St., Rochester, NY 14621
Immaculate Conception/St. Bridget, Rochester; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> The Immaculate Conception Church Society St. Bridget's Church 	445 Frederick Douglass St., Rochester, NY 14608
Kateri Tekakwitha Roman Catholic Parish; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> Church of Christ the King, Rochester, N.Y. St. Cecilia Church, Irondequoit, N.Y. Church of St. Margaret Mary Church of St. Salome St. Thomas Roman Catholic Church 	445 Kings Highway S., Rochester, 14617
Church of St. Charles Borromeo; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> Church of the Holy Name of Jesus of Rochester, New York 	3003 Dewey Ave., Rochester, NY 14616
Emmanuel Church of the Deaf of the Diocese of Rochester	34 Monica St., Rochester, NY 14619
St. George Roman Catholic Lithuanian Church, Inc.	150 Varinna Dr., Rochester, NY 14618
The Parish of the Holy Family, Gates, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> Church of the Holy Ghost St. Helen's Church of Gates, N.Y. Church of St. Jude of the Town of Gates. 	4100 Lyell Rd., Rochester, NY 14606
Holy Cross Church of Rochester, NY	4492 Lake Ave., Rochester, NY 14612
St. John the Evangelist Church Corp.	2400 Ridge Rd. W., Rochester, NY 14625
St. Lawrence Church of Rochester, N.Y.	1000 N. Greece Rd., Rochester, NY 14626
St. Mark's Church of Rochester, New York	54 Kuhn Rd., Rochester, NY 14612
St. Mary's Church Society, Inc.	15 South St., Rochester, NY 14607

Our Lady of Lourdes Church of Brighton	150 Varinna Dr., Rochester, NY 14618
Our Mother of Sorrows Church; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Our Lady of Mercy Church of Rochester, N.Y. 	5000 Mt. Read Blvd., Rochester, NY 14612
St. Mary's French Church Society (a/k/a Our Lady of Victory)	210 Pleasant St., Rochester, NY 14604
Church of Our Lady Queen of Peace of Rochester, N.Y.	601 Edgewood Ave., Rochester, NY 14618
St. Pius Tenth Church of Rochester, N.Y.	3032 Chili Ave, Rochester, NY 14624
St. Theodore's Church of Gates, N.Y.	168 Spencerport Rd., Rochester, NY 14606
St. Thomas More Church of Rochester, N.Y.	2617 East Ave., Rochester, NY 14610
The Catholic Parish of Saints Isidore and Maria Torriba; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Catherine Roman Catholic Church Society, Addison, N.Y. • St. Stanislaus Church of Bradford, N.Y. • St. Joseph's Roman Catholic Church of Campbell, N.Y. 	51 Maple St., Addison, NY 14801
St. Alphonsus Catholic German Church	10 S. Lewis Street, Auburn, NY 13021
St. Aloysius Church, Auburn, NY	85 N. St., Auburn, NY 13021
The Catholic Church of the Holy Family, Auburn, N.Y.	85 N. St., Auburn, NY 13021
St. Mary's Catholic Church, Auburn, N.Y.	15 Clark St., Auburn, NY 13021
Saints Mary and Martha Roman Catholic Parish Cayuga County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis of Assisi Italian Roman Catholic Church • St. Hyacinth's Polish Roman Catholic Society Church 	299 Clark St., Auburn, NY 13021
Sacred Heart Church of Auburn, N.Y.	90 Melrose Rd., Auburn, NY 13021
St. Ann's Church, Owasco, Cayuga County, N.Y.	Main St., Owasco, NY 13130
Good Shepherd Catholic Community, Aurora; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Aurora, N.Y. • St. Joseph's Catholic Church of Cayuga, N.Y. • Our Lady of the Lake Church Corporation, King Ferry • St. Patrick's Catholic Church of Moravia, Cayuga County, N.Y. • St. Bernard's Catholic Church • St. Michael's Church of Union Springs, N.Y. 	299 Main St., Aurora, NY 13026

<ul style="list-style-type: none"> • St. Isaac Jogues' Chapel 	
St. Agnes Church Society, Avon, N.Y.	108 Prospect St., Avon, NY 14414
St. John Vianney Roman Catholic Parish, Steuben County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Catholic Church Society of Bath, N.Y. • St. Gabriel's Catholic Church Society of Hammondsport, N.Y. 	32 E Morris St., Bath, NY 14810
Church of the Nativity of the Blessed Virgin Mary, Brockport, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Newman Oratory of Brockport, New York 	152 Main St., Brockport, NY 14420
St. Martin De Porres; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Catholic Church of St. Vincent DePaul of Churchville, N.Y. • St. Columba's Church, Caledonia, N.Y. • St. Mary of the Assumption Church, Scottsville, N.Y. • St. Patrick's Church, Mumford, N.Y. 	198 North St., Caledonia, NY 14423
St. Benedict Roman Catholic Parish Ontario County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Church Corp., Canandaigua, N.Y. • St. Bridget's Church of East Bloomfield, N.Y. 	95 N. Main St., Canandaigua, NY 14424
St. Peter's Roman Catholic Parish, Ontario County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Felix's Church, Inc. • St. Francis Church • St. Dominic Roman Catholic Church Society 	12 Hibbard Ave., Clifton Springs, NY 14432
St. Joseph the Worker Roman Catholic Parish, Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. John the Evangelist Roman Catholic Church • St. Michael's Church Society, Inc., Lyons, N.Y. • St. Patrick's Roman Catholic Church, Savannah, N.Y. 	43 W. DeZeng St., Clyde, NY 14433
St. Margaret's Church of Conesus Lake, Livonia, N.Y.	P.O. Box 77, Livonia, NY 14487
All Saints, Corning; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • The Church of St. Mary's of Corning, N.Y. 	222 Dodge Ave., Corning, NY 14830

<ul style="list-style-type: none"> • St. Patrick's Catholic Church, Corning, N.Y. • St. Vincent De Paul's Roman Catholic Church Society Inc., Corning, N.Y. • Church of the Immaculate Heart of Mary of Painted Post 	
The Church of St. John Fisher of the Town of Huron, New York	11956 Washington St., Wolcott, NY 14590
Church of St. Jerome, East Rochester, N.Y.	207 S. Garfield St., East Rochester, NY 14445
Saint Cecilia's Roman Catholic Church Society	1010 Davis St., Elmira, NY 14901
St. John the Baptist Catholic Church, Elmira, N.Y.	1010 Davis St., Elmira, NY 14901
Parish of the Most Holy Name of Jesus; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church Society • Blessed Sacrament Roman Catholic Church of Elmira, NY (<i>successor in interest to the insurance rights of St. Anthony's Church of Elmira, N.Y.; St. Patrick's Roman Catholic Church of Elmira, N.Y.; Saint Peter and Paul's Church, Inc.</i>) • Christ the Redeemer Roman Catholic Parish of Elmira, NY (<i>successor in interest to the insurance rights of Our Lady of Lourdes Church of Elmira, New York; St. Casimir's Roman Catholic Church Society, Elmira, N.Y.; Saint Charles Borromeo Roman Catholic Church, Elmira Heights, N.Y.</i>) 	1010 Davis St., Elmira, NY 14901
Church of the Assumption, Fairport, N.Y.	20 East Ave., Fairport, NY 14450
Church of the Resurrection, Perinton, New York	283 Hamilton Rd., Fairport, NY 14450
Church of St. John of Rochester of Perinton, New York	8 Wickford Way, Fairport, NY 14450
The Church of the Holy Cross of Dryden, New York	375 George Rd., Freeville, NY 13068
St. Luke the Evangelist Roman Catholic Church Society of Livingston County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church, Geneseo, N.Y., Livingston County • Thomas Aquinas Roman Catholic Church of Moscow, Livingston County, N.Y. 	13 North St., Geneseo, NY 14454

<ul style="list-style-type: none"> • St. Patrick's Church Society of Mt. Morris, New York • Church of the Holy Angels of Nunda, N.Y. • St. Lucy's Church, Retsof, N.Y 	
Our Lady of Peace Roman Catholic Church of Geneva, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • Church of St. Francis DeSales • St. Stephen's Roman Catholic Church, Inc. of Geneva, N.Y. 	130 Exchange St., Geneva, NY 14456
St. Hilary's Catholic Church, Genoa, N.Y.	299 Main St., Aurora, NY 13026
St. Anthony's Catholic Church of Groton, N.Y.	312 Locke Rd., Groton, NY 13073
Church of the Holy Name, Groveland, N.Y.	13 North St., Geneseo, NY 14454
The Church of St. Elizabeth Ann Seton, The Diocese of Rochester, N.Y.	P.O. Box 149, Hamlin, NY 14464
Marianne Cope Roman Catholic Parish, Monroe County NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • Guardian Angels Church of Rochester, New York • Church of the Good Shepherd, Henrietta, N.Y. • St. Joseph's Catholic Society of Rush, N.Y. 	3318 E. Henrietta Rd., Henrietta, NY 14467
Church of St. Leo, Hilton, N.Y.	167 Lake Ave., Hilton, NY 14468
St. Mary's Church of Honeoye Flats, N.Y (St. Mary - Our Lady of the Hills)	8961 Main St., Honeoye, NY 14471
St. Paul of the Cross Church, Honeoye Falls, N.Y.	31 Monroe St., Honeoye Falls, NY 14472
Our Lady of the Valley; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Joachim's Roman Catholic Church • St. Ann's Roman Catholic Church • St. Ignatius Loyola Church of Hornell, N.Y. • St. Mary's Roman Catholic Church 	27 Erie Ave., Hornell, NY 14843
Church of St. Mary Our Mother, Horseheads, N.Y.	816 W. Broad St., Horseheads, NY 14845
St. Catherine of Siena Church	302 Saint Catherine Circle, Ithaca, NY 14850
The Immaculate Conception Church, Ithaca, N.Y.	113 N. Geneva St., Ithaca, NY 14850
All Saints Church Corporation, Ludlowville, NY	347 Ridge Rd., Lansing, NY 14882
St. Rose Roman Catholic Church	1985 Lake Ave., Lima, NY 14485
St. Matthew Catholic Church Society; successor in interest to the insurance rights of:	P.O. Box 77, Livonia, NY 14487

<ul style="list-style-type: none"> • St. William's Church Society, Conesus, N.Y. • St. Joseph's Catholic Church Society of Livonia, N.Y. 	
St. Michael's Church Society, Livonia Center, N.Y.	8961 Main St., Honeoye, NY 14471
Parish of St. Katharine Drexel, Palmyra; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Macedon, N.Y. • St. Gregory's Roman Catholic Church of Marion, N.Y. • Roman Catholic Church of St. Anne, Palmyra, N.Y. 14522 	52 Main St., Macedon, NY 14502
St. Catherine's Roman Catholic Church, Mendon, NY	26 Mendon-Ionia Rd., Mendon, NY 14506
St. Michael's Church, Montezuma, N.Y.	2667 Hamilton St., Weedsport, NY 13166
St. Michael's Church, Newark, N.Y.	401 S. Main St., Newark, NY 14513
St. Christopher of Chili, New York	3350 Union St., North Chili, NY 14514
St. Benedict's Mission Church of Odessa, New York	169 Speedway, Odessa, NY 14869
St. Maximilian Kolbe Catholic Church Society of Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's of the Lake Roman Catholic Church Society • Church of the Epiphany, Sodus, N.Y. • Church of St. Rose of Lima, Sodus Point, N.Y. 	5823 Walworth Rd., Ontario, NY 14519
The Parish of Mary, Mother of Mercy, Tompkins County, New York; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis Solanus Church, Interlaken, N.Y. • Holy Cross Church • St. James the Apostle Church of Trumansburg, N.Y. 	PO Box 337, Ovid, NY 14521
Blessed Trinity, Owego; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Margaret Mary's Roman Catholic Church of Apalachin, N.Y. • St. Francis Roman Catholic Church • St. John the Evangelist Roman Catholic Church • St. Pius the Tenth Church, Van Etten, N.Y. • St. James the Apostle, Roman Catholic Church Society of Waverly, N.Y. 	300 Main St., Owego, NY 13827

St. Patrick's Roman Catholic Church Society of Owego, N.Y.	300 Main St., Owego, NY 13827
St. Joseph's Catholic Church of Penfield, NY	43 Gebhardt Rd., Penfield, NY 14526
Our Lady of the Lakes Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Andrew's Church of Dundee • St. Januarius Roman Catholic Church • St. Michael's Church of Penn Yan, N.Y. • St. Patrick's Catholic Church, Prattsburg, N.Y. • St. Mary's Church, Rushville, N.Y. • St. Theresa's Church, Stanley, N.Y. 	210 Keuka St., Penn Yan, NY 14527
St. Raphael's Church, Piffard, N.Y.	13 North St., Geneseo, NY 14454
Church of the Transfiguration, Diocese of Rochester, New York	50 W Bloomfield Rd., Pittsford, NY 14534
St. Louis Church of Pittsford, N.Y.	60 S. Main St., Pittsford, NY 14534
St. John the Evangelist Church Society, Spencerport, N.Y.	55 Martha St., Spencerport, NY 14559
St. Patrick's Church of Victor, N.Y.	115 Maple Ave., Victor, NY 14564
St. Frances & St. Clare Roman Catholic Parish, Seneca County, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary's Church, Waterloo, N.Y. • St. Patrick's Church of Seneca Falls, N.Y. 	25 Center St., Waterloo, NY 13165
St. Mary's of the Lake Roman Catholic Church Society	P.O. Box 289, Watkins Glen, NY 14891
Holy Family Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Pius V Church Society, Cohocton, N.Y. • St. Mary's Church • The Church of the Sacred Heart of Jesus, Perkinsville, N.Y. • St. Joseph's Roman Catholic Church Corp., Wayland, N.Y. 	206 Fremont St., Wayland, NY 14572
The Roman Catholic Church of the Most Holy Trinity at Webster, N.Y.	1460 Ridge Rd., Webster, NY 14580
St. Paul's Roman Catholic Church of Webster, N.Y.	783 Hard Rd., Webster, NY 14580
Church of the Holy Spirit of Penfield, N.Y.	1355 Hatch Rd., Webster, NY 14580
Our Lady of the Snow, Weedsport; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Patrick's Roman Catholic Church of Cato, N.Y. • St. John's Church, Port Byron, N.Y. 13140 	2667 Hamilton St., Weedsport, NY 13166

<ul style="list-style-type: none"> • St. Joseph's Catholic Church of Weedsport, N.Y. 	
St. Joseph's Church of West Bloomfield	95 N. Main St., Canandaigua, NY 14424
St. Rita's Church of West Webster, N.Y.	1008 Maple Dr., West Webster, NY 14580
Catholic Community of the Blessed Trinity of Wolcott, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary Magdalen Church, Wolcott, N.Y. • St. Thomas the Apostle Roman Catholic Church of Red Creek • St. Jude 	11956 Washington St., Wolcott, NY 14590
Catholic Charities of the Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Rochester Catholic Press Association, Inc.	1150 Buffalo Rd., Rochester, NY 14624
DePaul Mental Health Services, Inc. f/k/a DePaul Clinic	1931 Buffalo Rd., Rochester, NY 14624
The Corporate Board of Education, Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Bishop Sheen Ecumenical Housing Foundation, Inc.	150 French Rd., Rochester, NY 14618
Charles Settlement House, Inc.	445 Jay St., Rochester, NY 14611
St. Bernard's School of Theology and Ministry	120 French Rd., Rochester, NY 14618
Camp Stella Maris of Livonia, N.Y.	4395 East Lake Rd., Livonia, NY 14487

EXHIBIT 3
Sexual Abuse Exclusion

SEXUAL OR PHYSICAL ABUSE EXCLUSION ENDORSEMENT

It is agreed that this policy does not apply to claims arising out of the sexual or physical abuse or molestation of any person by the Insured, any employee of the Insured or any volunteer worker.

The company shall not have any duty to defend any suit against the Insured seeking damages on account of such injury.

Exhibit D

CNA Settlement Agreement

SETTLEMENT AGREEMENT, RELEASE, AND POLICY BUYBACK

This Settlement Agreement, Release, and Policy Buyback (“Settlement Agreement”) is hereby made by, and between, and among The Diocese of Rochester, New York (the “Diocese” as further defined in Section 1.1.18 below), the other Diocese Parties (as defined in Section 1.1.19 below), and The Continental Insurance Company, as successor by merger to Commercial Insurance Company of Newark, New Jersey, Commercial Casualty Insurance Company, and Firemen’s Insurance Company of Newark, New Jersey (collectively, “Continental,” as more fully defined in Section 1.1.15 below, and together with the Diocese and the other Diocese Parties, the “Parties” and each a “Party” to this Settlement Agreement).

RECITALS:

WHEREAS, on September 12, 2019 (the “Petition Date”), the Diocese filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of New York (the “Bankruptcy Court”) pending under Case No. 19-20905 (the “Bankruptcy Case”);

WHEREAS, certain Persons have asserted or may hold Tort Claims (as defined in Section 1.1.46) against the Diocese Parties;

WHEREAS, Continental issued, allegedly issued, or may have issued the Diocese Policies (as defined in Section 1.1.20 below) providing certain coverage to the Diocese Parties;

WHEREAS, certain disputes between the Diocese Parties and Continental have arisen and may arise in the future concerning the scope and nature of Continental’s responsibilities, if any, to provide coverage to the Diocese Parties for Tort Claims under the Diocese Policies (the “Coverage Disputes”);

WHEREAS, on November 14, 2019, the Diocese filed Adversary Proceeding No. 19-02021 (the “Adversary Proceeding”) against Continental and certain of the other Settling Insurers seeking a declaratory judgment regarding the insurers’ obligations under the Diocese Policies;

WHEREAS, the Diocese Parties and Continental, without any admission of liability or concession of the validity of the positions or arguments advanced by each other, now wish to compromise and resolve fully and finally any and all Coverage Disputes and all other disputes between and among them and to release Continental from any further obligations under the Diocese Policies;

WHEREAS, through this Settlement Agreement, the Diocese Parties intend to provide Continental with the broadest possible release of all Tort Claims, including all Unknown Tort Claims (as defined in Section 1.1.52) that occurred or may have arisen prior to the Bankruptcy Plan Effective Date (as defined in Section 1.1.8); and

WHEREAS, through this Settlement Agreement, as part of the compromise and resolution of the Coverage Disputes, the Diocese Parties and Continental also wish to effect a sale, pursuant to § 363(b), (f), and (m) of the Bankruptcy Code of the Diocese Policies issued or allegedly issued to any of the Diocese Parties to provide Continental with the broadest possible release and buyback

with respect to the Diocese Policies, resulting in Continental having no obligations now or in the future to the Diocese Parties or any of their creditors;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants contained in this Settlement Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound subject to the approval of the Bankruptcy Court pursuant to Section 2 below, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 As used in this Settlement Agreement (as defined above), the following terms shall have the meanings set forth below.

1.1.1 “Abuse” includes any actual or alleged (a) act of sexual conduct, misconduct, abuse, or molestation; any other sexually related act, contact, or interaction; indecent assault and/or battery; rape; lascivious behavior; undue familiarity; pedophilia; hebephilia; or ephebophilia; (b) act that causes or allegedly causes sexually-related physical, psychological, or emotional harm, or any other contacts or interactions of a sexual nature, including any such contacts or interactions between a child and an adult, or a nonconsenting adult and another adult; (c) assault; battery; corporal punishment; or any other act of physical, psychological, mental, or emotional abuse, humiliation, or intimidation; or (d) fraud, fraud in the inducement, misrepresentation, concealment, unfair practice, or any other tort relating to the acts and/or omissions listed in subparts (a)-(c) of this sentence. Abuse may occur whether or not this activity involves explicit force, whether or not it involves genital or other physical contact, and whether or not there is physical, psychological, or emotional harm to the person.

1.1.2 “Adversary Proceeding” has the meaning set forth in the recitals.

1.1.3 “Approval Motion” means the motion filed in the Bankruptcy Court seeking approval of this Settlement Agreement as described in Section 2 of this Settlement Agreement.

1.1.4 “Approval Order” means the order granting the Approval Motion described in Section 2 of this Settlement Agreement and providing the relief described in Section 4 of this Settlement Agreement.

1.1.5 “Bankruptcy Case” shall have the meaning set forth in the Recitals.

1.1.6 “Bankruptcy Court” shall have the meaning set forth in the Recitals, *provided, however*, that to the extent that the Standing Order of Reference Re: Title 11 entered by the District Court on February 29, 2012 is withdrawn with respect to any proceeding arising from or related to the Bankruptcy Case or the Adversary Proceeding, any reference in this Agreement to the Bankruptcy Court shall also include said District Court.

1.1.7 “Bankruptcy Plan” or “Plan” refers to the Chapter 11 Plan of Reorganization for the Diocese (and all exhibits annexed thereto) and any and all

modifications or amendments thereto, as approved and confirmed by Final Order of the Bankruptcy Court, that resolves the Tort Claims and is consistent with this Settlement Agreement, containing such language and provisions as are acceptable to Continental.

1.1.8 “Bankruptcy Plan Effective Date” means the date upon which a Bankruptcy Plan approved by the Bankruptcy Court that contains terms and conditions consistent with those required by this Settlement Agreement becomes effective.

1.1.9 “Channeled Claim” means any Tort Claim against any of the Protected Parties (or any Entity covered by Continental to the extent such Tort Claim arises from the same injury or damages asserted as a Tort Claim against the Protected Parties) and any Claim that, directly or indirectly, arises out of, relates to, or is in connection with the same facts and circumstances giving rise to a Tort Claim, including any Medicare Claim, Related Insurance Claim, and all Tort Claims that relate to the Diocese Policies, but excluding, however, Claims against (a) an individual who perpetrated an act of Abuse that forms the basis of a Tort Claim with respect to that Tort Claim, (b) a diocese or archdiocese other than the Diocese itself, or (c) a religious order.

1.1.10 “Channeling Injunction” shall have the meaning set forth in Section 2.2.2.

1.1.11 “Claim” means any past, present, or future claim, demand, action, request, cause of action, suit, proceeding, or liability of any kind or nature whatsoever, whether at law or equity, known or unknown, actual or alleged, asserted or not asserted, suspected or not suspected, anticipated or unanticipated, accrued or not accrued, fixed or contingent, which has been or may be asserted by or on behalf of any Person, whether seeking damages (including compensatory, punitive, or exemplary damages) or equitable, mandatory, injunctive, or any other type of relief, including cross-claims, counterclaims, third-party claims, suits, lawsuits, administrative proceedings, notices of liability or potential liability, arbitrations, actions, rights, causes of action, or orders, and any other claim with the definition of claim in section 101(5) of the Bankruptcy Code.

1.1.12 “Claims Bar Date” means August 13, 2020, which was the last date for filing Claims against the Diocese pursuant to the Bankruptcy Court’s Order entered on February 25, 2020 [Docket No. 425].

1.1.13 “Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Bankruptcy Case, as such committee may be reconstituted from time to time.

1.1.14 “Conditional Payment” means any payment made to a Tort Claimant under the MMSEA, including any payment by a Medicare Advantage Organization (as defined in the MSPA).

1.1.15 “Continental” means, in addition to the Parties identified in the first paragraph of this Settlement Agreement, each of their past, present, and future parents, subsidiaries, affiliates, and divisions; each of the foregoing Persons’ respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; each of the foregoing Persons’

respective past, present, and future directors, officers, shareholders, employees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators; and each of the foregoing Persons' respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Persons acting on behalf of, by, through, or in concert with them.

1.1.16 "Coverage Disputes" shall have the meaning set forth in the Recitals.

1.1.17 "Defense and Indemnity Costs" shall have the meaning set forth in Section 2.3.4.

1.1.18 "Diocese" means The Diocese of Rochester, which is the diocesan corporation formed pursuant to N.Y. Religious Corporation Law § 90, and its bankruptcy estate pursuant to section 541 of the Bankruptcy Code, together with the public juridic person of the Roman Catholic Diocese of Rochester, as now constituted or as it may have been constituted, and their respective predecessors, successors, and assigns.

1.1.19 "Diocese Parties" means collectively (i) the Reorganized Debtor; (ii) the Diocese; (iii) the Diocese Participating Parties, including all of its Parishes (as defined in Section 1.1.32 below); (iv) any and all named insureds, additional insureds, insureds, and any Entity alleged to be covered under the Diocese Policies with respect to which the Diocese has authority to release Claims by a Final Order pursuant to sections 105(a) or 363(f) of the Bankruptcy Code or confirming a chapter 11 plan; and (v) each of the past, present, and future holding companies, merged companies, related companies, divisions, and acquired companies of the Diocese Parties, and each of their respective predecessors, successors, and assigns, each in their capacity as such, but excluding, however, (a) any individual who perpetrated an act of Abuse that forms the basis of a Tort Claim with respect to that Tort Claim solely in his capacity as an individual abuser, (b) any archdiocese or diocese other than the Diocese itself, or (c) any religious order.

1.1.20 "Diocese Policies" means any and all known and unknown contracts, binders, certificates, or policies of insurance, in effect on or before the Settlement Agreement Effective Date, that were issued, allegedly issued, or may have been issued by Continental to or for the benefit of, or that otherwise actually, allegedly, or potentially insure one or more of the Diocese Parties.

1.1.21 "Diocese Participating Parties" means the Entities listed on Exhibit 2 hereto.

1.1.22 "Direct Action Claim" means any Claim by any Entity against Continental identical or similar to, or relating to, any Tort Claim, whether arising by contract, in tort or under the laws of any jurisdiction, including any statute that gives a third party a direct cause of action against an insurer.

1.1.23 "District Court" means the United States District Court for the Western District of New York.

1.1.24 “Entity” means an individual, any corporation, corporation sole, partnership, association, limited liability company, joint stock company, proprietorship, unincorporated organization, joint venture, trust, estate, executor, legal representative, or any other entity or organization, as well as any federal, international, foreign, state, or local governmental or quasi-governmental entity, body, or political subdivision or any agency, department, board or instrumentality thereof, any other Person, and any successor in interest, heir executor, administrator, trustee, trustee in bankruptcy, or receiver of any Entity and also has the meaning set forth in section 101(15) of the Bankruptcy Code.

1.1.25 “Extra-Contractual Claim” means any Claim against Continental relating to (a) allegations that Continental acted in bad faith or in breach of any express or implied duty, obligation, or covenant, contractual, statutory or otherwise, including any Claim on account of alleged bad faith; (b) failure to act in good faith; (c) failure to provide insurance coverage under any 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; failure to investigate or provide a defense or an adequate defense; any type of alleged misconduct; or (f) any other act or omission of Continental of any type for which the Tort Claimant seeks relief other than coverage or benefits under a policy of insurance. Extra-Contractual Claims include: (i) any Claim that relates to Continental’s handling of any Claim or any request for insurance coverage, including any request for coverage for, or defense of, any claim, including any Tort Claim; (ii) any Claim that directly or indirectly relates to any of the Diocese Policies and any contractual duties arising therefrom, including any contractual duty to defend any of the Diocese Parties against any Tort Claims; and (iii) the conduct of the Parties with respect to the negotiation of this Settlement Agreement.

1.1.26 “Final Order” means an order, judgment, or other decree (including any modification or amendment thereof) 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, review, or petition for a writ has been taken, (i) it has been resolved and no longer remains pending, or (ii) an appeal or review has been taken timely but such order has not been stayed and the Parties have mutually agreed in writing that the order from which such appeal or review is taken should be deemed to be a Final Order within the meaning of this Settlement Agreement.

1.1.27 “Interests” means all Claims, liens, 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.

1.1.28 “Late-Filed Tort Claim” means a Tort Claim for which the Tort Claimant filed a proof of Claim after the Claims Bar Date.

1.1.29 “Medicare Claims” means any and all Claims relating to Tort Claims by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor Person charged with responsibility for

monitoring, assessing, or receiving reports made under MMSEA and pursuing Claims under MSPA, including Claims for reimbursement of payments made to Tort Claimants who recover or receive any distribution from the Trust and Claims relating to reporting obligations.

1.1.30 “MMSEA” means §111 of the Medicare, Medicaid, SCHIP Extension Act of 2007 (P.L. 110-173).

1.1.31 “MSPA” means 42 U.S.C. §1395y et seq., or any other similar statute or regulation, and any related rules, regulations, or guidance issued in connection therewith or amendments thereto, including the regulations promulgated thereunder, found at 42 C.F.R. §411.1 et seq.

1.1.32 “Parishes” means all past and present parishes, schools, or missions of or in the Diocese, or under the authority of the Bishop of the Diocese, in their capacity as public juridic persons, including any current parish, school, or mission of or in any other diocese or archdiocese, or under the authority of another -diocesan or archdiocesan bishop that was previously a parish, school, or mission of or in the Diocese, or under the authority of the Bishop of the Diocese, together with each corresponding parish corporation formed pursuant to N.Y. Religious Corporations Law § 90 and their respective predecessors, successors, or assigns.

1.1.33 “Parties” has the meaning set forth in the recitals above.

1.1.34 “Person” shall have the meaning ascribed in section 101(41) of the Bankruptcy Code.

1.1.35 “Petition Date” shall have the meaning set forth in the Recitals.

1.1.36 “Plan Confirmation Order” shall have the meaning set forth in Section 2.3.

1.1.37 “Protected Parties” means the Continental, all other Settling Insurers, and the Diocese Parties, but excluding, however, (a) an individual who perpetrated an act of Abuse that forms the basis of a Tort Claim with respect to that Tort claim, (b) a diocese or archdiocese other than the Diocese itself, or (c) a religious order.

1.1.38 “Related Insurance Claim” means (i) any Claim against Continental for defense, indemnity, reimbursement, contribution, subrogation, or similar relief that, directly or indirectly, relates to a Tort Claim; (ii) any Extra Contractual Claim that, directly or indirectly, relates to any Tort Claim, including any Claim that, directly or indirectly, relates to Continental’s handling of any Tort Claim; (iii) any Direct Action Claim; and (iv) any other derivative or indirect claim of any kind whatsoever.

1.1.39 “Reorganized Debtor” means the Diocese on and after the Bankruptcy Plan Effective Date, provided that any successor to the Diocese through a merger or suppression of the Diocese shall not have any rights or remedies by virtue of the Plan or any order confirming the Plan on account of Tort Claims for which the successor was independently liable.

1.1.40 “Settlement Amount” means the sum of Sixty-Three Million, Five Hundred Thousand Dollars (\$63,500,000.00) to be paid by Continental to the Diocese or any Trust established by the Plan, as applicable, for the benefit of Tort Claimants after satisfaction of all conditions precedent.

1.1.41 “Settlement Agreement Effective Date” means the day following the date on which all of the following have occurred: (i) all Parties have executed this Settlement Agreement; (ii) the Approval Order shall have become a Final Order; (iii) the Plan Confirmation Order shall have become a Final Order; (iv) the Trust shall have been created pursuant to the Plan; and (v) solely in the event Continental elects to set off more than Two Million Dollars (\$2,000,000) in Defense and Indemnity Costs against the Settlement Amount pursuant to Section 2.3.4, (x) Continental shall have provided written notice to the Diocese of the amount of such setoff, (y) the Diocese shall not have exercised its right pursuant to Section 5.2 to terminate this Settlement Agreement on account of such proposed setoff, and (z) ten (10) days shall have elapsed from the date of Continental’s delivery of notice to the Diocese.

1.1.42 “Settling Insurer” means each insurance company that has entered into a settlement agreement and insurance policy buy-back with Diocese.

1.1.43 “Settling Insurer Policies” means any and all insurance policies that were issued or allegedly issued by any of the Settling Insurers, including the Diocese Policies and all other known and unknown insurance policies to the extent issued or allegedly issued by any of the Settling Insurers and providing or allegedly providing insurance to any of the Diocese Parties.

1.1.44 “Sexual Abuse Exclusion” means the insurance policy exclusion in substantially the form set forth in Exhibit 3.

1.1.45 “Supplemental Injunction” shall have the meaning set forth in Section 2.3.2.

1.1.46 “Tort Claim” means any Claim against any of the Protected Parties that arises out of, relates to, results from, or is in connection with, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Bankruptcy Plan Effective Date, including any such Claim that seeks monetary damages or any other relief, under any theory of liability, including vicarious liability; respondeat superior; any fraud-based theory, including fraud in the inducement; any negligence-based or employment-based theory, including inadequate or negligent hiring, supervision, or retention practices, or misrepresentation; any other theory based on misrepresentation, concealment, or unfair practice; premise or statutory liability; contribution; indemnity; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any of the Protected Parties or any other Person for whom any of the Protected Parties are allegedly responsible, including any such Claim asserted against any of the Protected Parties in connection with the Bankruptcy Case. “Tort Claim” includes any Related Insurance Claims, Extra-Contractual Claims, Direct Action Claims, Late-Filed Tort Claims, and Unknown Tort Claims.

1.1.47 “Tort Claimant” means the holder of a Tort Claim, the estate of a deceased individual who held a Tort Claim, the personal executor or personal representative of the estate of a deceased individual who held a Tort Claim, or the assignee of any of the foregoing, as the case may be. “Tort Claimant” includes a holder of any Unknown Tort Claim.

1.1.48 “Trust” means any trust to be established pursuant to the Plan to which the Channeled Claims are channeled.

1.1.49 “Trust Documents” means the agreement establishing the Trust and its exhibits and attachments, any trust distribution or claims resolution procedures or protocols, instruments, and other documents that are reasonably necessary or desirable in order to implement the provisions of the Plan that relate to the creation, administration, and funding of the Trust.

1.1.50 “Trustee” shall have the meaning ascribed in the Plan and means the trustee of the Trust appointed by the Bankruptcy Court or any duly appointed successor.

1.1.51 “Unknown Claims Representative” means a Person appointed in connection with the Bankruptcy Case as the legal representative of Entities holding Unknown Tort Claims, or any duly appointed successor.

1.1.52 “Unknown Tort Claim” means a Claim relating to Abuse that occurred on or before the Bankruptcy Plan Effective Date (i) for which no proof of Claim is filed or deemed filed on or before the Claims Bar Date or which is not otherwise allowed by the Bankruptcy Court by the Bankruptcy Plan Effective Date, and (ii) which is held by a Person who at the time of the Claims Bar Date was under a disability or other condition recognized by New York law, or other applicable law suspending the running of the statute of limitations period, that would toll the statute of limitations for such Claim.

1.2 Capitalized terms not defined in this section or elsewhere in this Settlement Agreement shall have the meanings given to them in the Bankruptcy Code.

2. THE BANKRUPTCY CASE AND PLAN OF REORGANIZATION

2.1 Not later than the date on which the Diocese files the Bankruptcy Plan as set forth in Section 2.2 below, the Diocese shall file a motion in the Bankruptcy Court (the “Approval Motion”) that seeks the entry of an order in substantially the form attached as Exhibit 1 to this Settlement Agreement approving this Settlement Agreement and authorizing the Parties to undertake the settlement and the transactions contemplated by this Settlement Agreement (the “Approval Order”).

2.1.1 The Diocese shall provide written notice of the Approval Motion in form and substance acceptable to Continental to (a) all Tort Claimants known to, or reasonably ascertainable by, the Diocese, (b) the other Diocese Parties, (c) the Committee, (d) the Unknown Claims Representative (if appointed), (e) all Persons who have filed notices of appearance in the Bankruptcy Case, and (f) all Persons known or believed by the Diocese to have provided general or professional liability insurance to the Diocese Parties. The

Diocese shall serve all Tort Claimants identified above at the address shown on their proofs of claim or to their counsel of record or, if no proof of claim was filed, then at the address on the Diocese's schedules or other files and records of the Diocese.

2.1.2 The Diocese shall publish notice of the Approval Motion at least once in either *The New York Times* or *USA Today* and at least once in the *Rochester Democrat and Chronicle* and as the Bankruptcy Court may additionally direct.

2.1.3 If any Entity files an objection to the Approval Motion, the Diocese shall consult with Continental in connection with filing any written response thereto. The Diocese shall take commercially reasonable steps to defend against any objection, appeal, petition, motion, or other challenge to the Bankruptcy Court's entry of the Approval Order. Continental will cooperate with the Diocese, including making commercially reasonable submissions.

2.2 The Diocese shall file the Bankruptcy Plan, including all exhibits, schedules, and related documents, which shall be in all respects consistent with this Settlement Agreement and shall not deprive Continental of any right or benefit under this Settlement Agreement or otherwise adversely affect the Interests of Continental under this Settlement Agreement.

2.2.1 The Plan shall create a Trust which shall be responsible for making any and all payments to the Tort Claimants entitled to receive payment under the Plan and which shall assume all liability, if any, of the Protected Parties for Channeled Claims.

2.2.2 The Plan shall include an injunction (the "Channeling Injunction") in substantially the form attached as Schedule A to this Settlement Agreement, with only such modifications as are acceptable to the Settling Insurers and the Diocese Parties, pursuant to sections 105 and 1123 of the Bankruptcy Code, barring and permanently enjoining all Entities who have held or asserted, or may in the future hold or assert, Claims from taking any action, directly or indirectly for purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim and channeling such Channeled Claims to the Trust as the sole and exclusive source of payment of any such Channeled Claims.

2.2.3 The Plan shall include an injunction (the "Supplemental Injunction") in substantially the form attached as Schedule B to this Settlement Agreement, with only such modifications as are acceptable to the Settling Insurers, pursuant to sections 105(a), 363(b), (f), and (m), and 1123 of the Bankruptcy Code.

2.2.4 The Plan shall include an exculpation of liability as to Settling Insurers in form acceptable to the Settling Insurers.

2.2.5 The Plan shall incorporate this Settlement Agreement and the releases contained herein by reference and make the Settlement Agreement part of the Plan as if set forth fully within the Plan.

2.2.6 The Plan shall provide that as a condition to receiving payment from the Trust, all Tort Claimants shall provide a release in favor of the Protected Parties from all Tort Claims, which release shall be in form and substance acceptable to the Parties.

2.2.7 The Plan shall provide that the Trust shall defend, indemnify, and hold harmless Continental with respect to all Channeled Claims, subject to the limitations set forth in Section 7.2 of this Settlement Agreement.

2.3 In the Bankruptcy Case, the Diocese shall seek and obtain entry of an order in form and substance acceptable to the Settling Insurers that: (i) approves the Plan pursuant to section 1129 of the Bankruptcy Code and any other applicable provision of the Bankruptcy Code; (ii) contains the Channeling Injunction; (iii) contains the Supplemental Injunction; (iv) provides that this Settlement Agreement is binding on any Trust created in this case, the Reorganized Debtor, and any successors of the Trust or Reorganized Debtor, and all of the Diocese Parties; and (v) provides all protections to Continental against Tort Claims that are afforded to other Settling Insurers under the Plan (the “Plan Confirmation Order”).

2.3.1 The Plan and Plan Confirmation Order must be in all respects consistent with this Settlement Agreement and contain no provisions that diminish or impair the benefit of this Settlement Agreement to Continental.

2.3.2 In seeking to obtain the Plan Confirmation Order, the Diocese must: (i) seek a confirmation hearing on an appropriately timely basis; (ii) urge the Bankruptcy Court to overrule any objections and confirm the Plan; and (iii) take all reasonable steps to defend against any objection, appeal, petition, motion, or other challenge to the Bankruptcy Court’s entry of the Plan Confirmation Order.

2.3.3 The form and manner of notice of the hearing to confirm the Plan and the form and manner of notice of the hearing as to the adequacy of the disclosure statement pertaining thereto are subject to advance approval by the Settling Insurers, which approval cannot be unreasonably withheld. The Diocese shall publish notice of the Plan, balloting on the Plan, and a disclosure statement approved by the Bankruptcy Court under section 1125(b) of the Bankruptcy Code relating to the Plan at least -once in *The New York Times* or *USA Today* and once the *Rochester Democrat and Chronicle* and as the Bankruptcy Court may additionally direct.

2.3.4 Prior to entry of the Plan Confirmation Order, the Diocese shall oppose any motion to lift any stay pursuant to section 362 of the Bankruptcy Code as to any Tort Claim asserted against the Diocese, and shall use commercially reasonable efforts to seek an order of the Bankruptcy Court, pursuant to sections 105 and 362 of the Bankruptcy Code, staying the prosecution of any Tort Claim asserted against any Diocese Parties that would, following the entry of the Plan Confirmation Order, be a Channeled Claim. If, prior to the Plan Confirmation Order becoming a Final Order, the Bankruptcy Court allows any Person to prosecute any such Tort Claim, the Diocese Parties shall defend themselves against such Tort Claims and comply with the terms of any order of the Bankruptcy Court, and Continental’s rights and obligations relating to such litigation shall be determined by, and subject to, the terms and conditions of the Diocese Policies, this Settlement Agreement, and any applicable orders of the Bankruptcy Court. Any amounts paid by Continental to defend against, settle, or indemnify any liability of the Diocese Parties for such Tort Claims (“Defense and Indemnity Costs”) may, at Continental’s election and upon written notice to the Diocese prior to the Settlement Agreement Effective Date, be set off against the

Settlement Amount. Not later than the last day of each month, Continental shall provide the Diocese with written notice of the amount of any Defense and Indemnity Costs incurred through the end of the prior month.

2.4 The Trust Documents shall require the Trust to register as a Responsible Reporting Entity (“RRE”) under the reporting provisions of §111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110- 173) (“MMSEA”).

2.5 The Trust Documents shall require the Trust, at its sole expense, to timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated and to 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 agent 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.

2.6 The Trust Documents shall require the Trust to obtain, prior to remittance of funds to claimants’ counsel, or to the claimant, if pro se, in respect of any Tort Claim-, a certification from the claimant to be paid that said claimant has 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 Tort Claim.

2.7 The Diocese Parties will undertake commercially reasonable actions to cooperate with Continental in connection with responding to any inquiry from Continental’s regulators, auditors, reinsurers, or retrocessionaires.

2.8 From and after the execution date of this Settlement Agreement, the Diocese and Continental shall cease all litigation activities against each other in the Bankruptcy Case, including that Continental will not object to any proposed Plan consistent with this Settlement Agreement, nor serve or compel any discovery in connection with the Bankruptcy Case, the Adversary Proceeding, or any other potential adversary proceedings and contested matters; provided that: (i) the Diocese shall not include any provision in any Plan that adversely affects the rights or benefits of Continental under this Settlement Agreement, or that otherwise violates, or is contrary to, the agreements and covenants contained in this Settlement Agreement; and (ii) the Diocese shall not act, or fail to act, in such a way that otherwise violates, or is contrary to, the agreements and covenants contained in this Settlement Agreement. Notwithstanding the foregoing, Continental may participate in the Bankruptcy Case for the purpose of supporting or enforcing any of the terms of this Settlement Agreement and protecting its rights.

2.9 The Parties shall each bear, as to each other only, their own costs, expenses, and counsel and professional fees in the Bankruptcy Case.

2.10 The Parties covenant not to sue each other until (a) the Settlement Agreement Effective Date has occurred and Continental has made the Settlement Payment, at which time this covenant is superseded by the releases provided in Section 4, or (b) the date on which this Settlement Agreement is terminated.

2.11 Upon the occurrence of the Settlement Agreement Effective Date and Continental's payment of the Settlement Amount, Continental shall have no obligation to pay, handle, object, or otherwise respond to any Claim against the Diocese Parties, and the Diocese Parties (i) will withdraw all outstanding tenders of Claims to Continental for defense and indemnity; (ii) will not tender any Claims to Continental; and (iii) will not request Continental to fund any judgments, settlements, or defense costs.

2.12 Within seven (7) days following the occurrence of the Settlement Agreement Effective Date and Continental's payment of the Settlement Amount, the Diocese shall dismiss Continental from the Adversary Proceeding with prejudice.

3. PAYMENT OF THE SETTLEMENT AMOUNTS

3.1 Within thirty (30) days of the Settlement Agreement Effective Date, Continental shall pay the Settlement Amount to the Trust.

3.2 The delivery of the Settlement Amount to the Trust shall be in full and final settlement of all responsibilities under and arising out of the Diocese Policies that were issued or allegedly issued to the Diocese Parties or under which the Diocese Parties are an insured, and in consideration of the amendment of the Diocese Policies as set forth in Section 3.3 below, the sale of the Diocese Policies back to Continental free and clear of all Interests of any Entity, and the other releases provided herein.

3.3 Subject to the occurrence of the Settlement Agreement Effective Date, the Parties agree: (a) the Settlement Amount is the total amount that Continental is obligated to pay on account of any and all Claims or Tort Claims under, arising out of, relating to, or in connection with the Diocese Policies (including Channeled Claims and any reimbursement obligations for Conditional Payments under the MSPA); (b) under no circumstance will Continental ever be obligated to make any additional payments to or on behalf of anyone in connection with the Diocese Policies, including any payments in connection with amounts allegedly owed under the MSPA or in connection with any Claims or Tort Claims, including any Channeled Claims; (c) under no circumstance will Continental ever be obligated to make any additional payments to or on behalf of the Diocese Parties or any Tort Claimants in connection with the Diocese Policies with respect to any Claims that, directly or indirectly, arise out of, relate to, or are in connection with any Tort Claims, including any Channeled Claims; (d) all limits of liability of the Diocese Policies, regardless of how the Diocese Policies identify or describe those limits, including all per person, per occurrence, per claim, "each professional incident," per event, per accident, total, and aggregate limits, shall be deemed fully and properly exhausted; and (e) immediately prior to Continental's buyback of the Diocese Policies as further described in Section 4.4 below, the Diocese Policies shall be amended by endorsement to include a Sexual Abuse Exclusion applicable to all Unknown Tort Claims. The Parties further agree that the Settlement Amount includes the full purchase price of the Diocese Policies and consideration for the releases and other protections afforded by this Settlement Agreement.

3.4 The Parties agree and represent that (a) the consideration to be provided by Continental pursuant to this Settlement Agreement constitutes a fair and reasonable compromise and exchange for the consideration granted to Continental in this Settlement Agreement (including

the releases set forth below), and (b) the consideration to be provided by the Diocese Parties to Continental pursuant to this Settlement Agreement (including the releases set forth below) constitutes a fair and reasonable compromise and exchange for the consideration granted to the Diocese Parties in this Settlement Agreement. Continental is not acting as volunteer, and the Settlement Amount reflects potential liabilities and obligations to the Diocese Parties of the amount Continental allegedly is obligated to pay on account of all Claims or Tort Claims.

4. RELEASES AND SALE FREE AND CLEAR

4.1 Upon the occurrence of the Settlement Agreement Effective Date and Continental's payment of the Settlement Amount, with no further action being required, the Diocese Parties shall be deemed to have fully, finally, and completely remised, released, acquitted, and forever discharged Continental and any of its reinsurers or retrocessionaires solely in their capacity as such, from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Diocese Policies or Claims that are covered or alleged to be covered under the Diocese Policies, including any Channeled Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Tort Claims or the Bankruptcy Case. The releases in this Section 4.1 specifically include all Unknown Tort Claims or demands that are based in whole or in part on the Tort Claims.

4.2 Upon the occurrence of the Settlement Agreement Effective Date and Continental's payment of the Settlement Amount, and with no further action being required, Continental shall be deemed to have hereby fully, finally, and completely remised, released, acquitted, and forever discharged the Diocese Parties from any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are in connection with the Tort Claims and the Diocese Policies, including any Channeled Claims, reimbursement obligations for Conditional Payments under the MSPA, and all Claims that, directly or indirectly, arise from, relate to, or are in connection with the Tort Claims or the Bankruptcy Case.

4.3 Upon the occurrence of the Settlement Agreement Effective Date and Continental's payment of the Settlement Amount, none of the Diocese Parties shall assert against Continental any Claim with respect to any matter, conduct, transaction, occurrence, fact, or other circumstance that, directly or indirectly, arises out of, relates to, or is in connection with any of the Diocese Policies, any Channeled Claim, or any other matter released pursuant to Sections 4.1 and 4.2 above.

4.4 Upon the occurrence of the Settlement Agreement Effective Date and Continental's payment of the Settlement Amount, and following the amendment of the Diocese Policies as set forth in Section 3.3 above, Continental hereby buys back the Diocese Policies, free and clear of all Interests of all Entities, including all Interests of the Diocese Parties and any other Entity claiming coverage by, through, or on behalf of any of the Diocese Parties, any other insurer, and any Tort Claimant. This sale is pursuant to § 363(b), (f), and (m) of the Bankruptcy Code. The Parties acknowledge and agree, and the Approval Order shall find and conclude, that upon the occurrence of the Settlement Agreement Effective Date and Continental's payment of the Settlement Amount: (a) Continental is a good faith purchaser of the Diocese Policies and Interests therein within the meaning of §363(m) of the Bankruptcy Code; (b) the consideration exchanged constitutes a fair and reasonable settlement and compromise of the Parties' disputes and of their respective rights

and obligations relating to the foregoing Diocese Policies and Interests therein and constitutes reasonably equivalent value; (c) the releases in this Settlement Agreement and the policy buyback comply with the Bankruptcy Code and applicable nonbankruptcy law; (d) the Diocese Policies and Interests therein shall be terminated and of no further force and effect; (e) Continental's payment of the Settlement Amount constitutes Continental's full and complete performance of any and all obligations under the Diocese Policies, including any performance owed to the Diocese Parties, and exhausts all limits of liability of the Diocese Policies; (f) all Interests the Diocese Parties may have had, may presently have, or in the future may have in the Diocese Policies are released pursuant to the terms of this Settlement Agreement; and (g) the Diocese Parties accept the Settlement Amount in full and complete compromise and satisfaction of all Continental's past, present, and future obligations, including any obligations to any of the Diocese Parties under such Diocese Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever arising out of or related in any way to such Diocese Policies, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such Claims arise from, relate to, or are in connection with the Tort Claims, Channeled Claims, the Bankruptcy Case, or otherwise.

4.5 The Diocese Parties represent and warrant that all of the releases and other benefits provided in this Settlement Agreement by the Diocese Parties to Continental are at least as favorable as the releases and other benefits that the Diocese Parties have provided to any other one of the Settling Insurers in the Bankruptcy Case. If the Diocese Parties enter into any agreement with any other one of the Settling Insurers in the Bankruptcy Case that provides that insurer with releases or other benefits that are more favorable than those contained in this Settlement Agreement, then this Settlement Agreement shall be deemed to be modified to provide Continental with those more favorable releases or benefits. However, Section 7.2 shall not be modified. The Diocese or Reorganized Debtor, as applicable, shall notify Continental promptly of the existence of such more favorable releases or benefits.

4.6 Notwithstanding anything in this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall be construed to apply to or have any effect on Continental's right to reinsurance recoveries under any reinsurance treaties, certificates, or contracts that cover losses arising under or in connection with the Diocese Policies or any other binder, certificate, or policy of insurance issued by Continental.

4.7 Notwithstanding anything in this Settlement Agreement, nothing in this Settlement Agreement is intended to or shall be construed to release any Claims that Continental has or might have against any insurer that is not a Settling Insurer except that, to the extent such other insurers have agreed or in the future agree to release any Claims against Continental arising out of or related in any way to the Tort Claims, then Continental also releases such Claims against such other insurers to the same extent.

4.8 This Section 4 is not intended to, and shall not be construed to, release, waive, relinquish, or otherwise affect the Parties' rights and obligations under this Settlement Agreement.

5. TERMINATION OF AGREEMENT

5.1 The Parties may terminate this Settlement Agreement by mutual agreement in writing.

5.2 Each of the Diocese or Continental may terminate this Settlement Agreement upon thirty (30) days written notice to the other Party in the event of any of the following occurs prior to the Settlement Agreement Effective Date: (i) the Approval Order and the Plan Confirmation Order are not entered within eighteen (18) months from the date on which the Settlement Agreement is executed by all the Parties; (ii) the Bankruptcy Court enters an order that becomes a Final Order inconsistent with the Approval Order or the Plan Confirmation Order; (iii) a plan that is inconsistent with the terms of this Settlement Agreement is confirmed; (iv) the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code; or (v) the United States Court of Appeals for the Second Circuit or the Supreme Court of the United States issues a precedential decision, or the District Court issues a decision in the Bankruptcy Case, that is not subject to further review holding that the federal courts lack the subject matter jurisdiction, the statutory authority, or the Constitutional ability to issue the Channeling Injunction or the Supplemental Injunction. Additionally, (x) Continental may terminate this Settlement Agreement upon thirty (30) days written notice to the Diocese if the Diocese files a plan inconsistent with this Settlement Agreement, and (y) in the event that Continental elects pursuant to Section 2.3.4 above to set off against the Settlement Amount more than Two Million Dollars (\$2,000,000.00) in Defense and Indemnity Costs, the Diocese may terminate this Settlement Agreement by written notice to Continental delivered no later than ten (10) days following receipt by the Diocese of Continental's notice of its intent to exercise such setoff.

5.3 In the event of termination pursuant to this Section 5, unless the Parties agree otherwise in writing, all Parties shall retain all of their Interests, rights, and obligations relating to the Diocese Policies as if this Agreement never existed.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

6.1 The Parties separately represent and warrant as follows:

6.1.1 To the extent it is a corporation, including a non-profit, religious, or charitable corporation, or other legal entity, each Party has the requisite power and authority to enter into this Settlement Agreement and to perform the obligations contemplated by this Settlement Agreement, subject only to approval of the Bankruptcy Court;

6.1.2 This Settlement Agreement has been thoroughly negotiated and analyzed by counsel to the Parties and executed and delivered in good faith pursuant to arm's length negotiations and for value and valuable consideration.

6.1.3 The Parties make the agreements and compromises set forth in this Settlement Agreement, agree to the valuable consideration provided by, and to be provided under, this Settlement Agreement, and make the representations and warranties contained in this Settlement Agreement with the knowledge and understanding that the Committee has not indicated its support or consent to this Settlement Agreement and that the

Committee and Tort Claimants may object to approval of this Settlement Agreement or confirmation of the Plan.

6.2 The Diocese Parties represent and warrant that they have not assigned, and will not assign, any Interests in the Diocese Policies to any Entity.

6.3 The Diocese Parties represent and warrant that, to the best of their knowledge, they are the owners of the Diocese Policies, and that no other Entity has legal title to the Diocese Policies.

6.4 The Diocese Parties represent and warrant that-, except with respect to any actions they may have previously undertaken in connection with the Bankruptcy Case, the Adversary Proceeding, or their participation in mediation ordered by the Bankruptcy Court, they have not in any way assisted, and shall not in any way assist, any Person in the establishment or pursuit of any Claim or Tort Claim against Continental.

6.5 The Diocese represents and warrants that actual notice of the Approval Motion will be sent to all Tort Claimants or their counsel, whose names and addresses are known to the Diocese or can be reasonably ascertained by it, the other Diocese Parties, the Committee, the Unknown Claims Representative (if appointed), all Persons who have filed notices of appearance in the Bankruptcy Case, and all Persons known or believed by the Diocese to have provided general or professional liability insurance to the Diocese, all in accordance with Section 2.1.1 hereof, and as otherwise ordered by the Bankruptcy Court. The Diocese further represents and warrants that it will use commercially reasonable efforts to comply with any other requirements imposed by the Bankruptcy Court with respect to the Approval Motion.

6.6 The Diocese Parties and Continental, respectively, represent and warrant that they have completed a reasonable search for evidence of any policy of insurance issued by Continental to the Diocese that would afford coverage with respect to any Tort Claim. Other than the policies or alleged policies identified in Exhibit 1, no such policies have been identified. Notwithstanding the foregoing, nothing in this Settlement Agreement, including the Exhibits hereto, shall be construed as or deemed to be an admission or evidence that any binder, certificate, or policy of insurance was in fact issued or affords coverage in connection with any Tort Claims.

7. ACTIONS INVOLVING THIRD PARTIES

7.1 For purposes of supporting the releases granted in Section 4 and the extinguishment of any and all rights under the Diocese Policies resulting from the purchase and sale thereof contemplated by this Settlement Agreement, the Diocese hereby agrees as follows:

7.1.1 From and after (i) the occurrence of the Settlement Agreement Effective Date, and (ii) Continental's payment of the Settlement Amount, if any other insurer of the Diocese obtains a judicial determination or binding arbitration award that it is entitled to obtain a sum certain from Continental as a result of a claim for contribution, subrogation, indemnification, or other similar Claim for any of Continental's alleged share or equitable share, or to enforce subrogation rights, if any, with respect to the defense or indemnity obligation of any of Continental for any Claims or reimbursement obligations for Conditional Payments released or resolved pursuant to this Settlement Agreement, the

Diocese shall voluntarily reduce any judgment or Claim against, or settlement with, such other insurers to the extent necessary to satisfy such contribution, subrogation, indemnification, or other Claims against Continental. To ensure that such a reduction is accomplished, Continental shall be entitled to assert this Section 7 as a defense to any action against it brought by any other insurer for any such portion of the judgment or Claim and shall be entitled to request that the court or appropriate tribunal issue such orders as are necessary to effectuate the reduction to protect Continental from any liability for the judgment or Claim. Moreover, if a non-settling insurer asserts that it has a Claim for contribution, indemnity, subrogation, or similar relief against Continental, such Claim may be asserted as a defense against a Claim by the Diocese or the Trust in any coverage litigation (and the Diocese or the Trust may assert the legal and equitable rights of Continental in response thereto); and to the extent such a Claim is determined to be valid by the court presiding over such action, the liability of such non-settling insurer to the Diocese or the Trust shall be reduced dollar for dollar by the amount so determined.

7.1.2 Unless this Settlement Agreement is terminated, Continental shall not seek reimbursement for any payments it makes under this Settlement Agreement under theories of contribution, subrogation, indemnification, or similar relief from any other Settling Insurer unless that other insurer first seeks contribution, subrogation, indemnification, or similar relief from Continental. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting Continental from seeking recovery (including with respect to the Settlement Amount or otherwise) from its reinsurers or retrocessionaires in their capacity as such. The Diocese shall use commercially reasonable efforts to obtain from all Settling Insurers agreements substantially identical to those contained in this Section 7 and shall use commercially reasonable efforts to obtain similar agreements from any other insurer with which it settles in the future; provided, however, that the failure of the Diocese, despite its commercially reasonable efforts, to obtain such an agreement from any insurer –with which it settles –will not be a basis to terminate this Settlement Agreement or excuse Continental from performing its respective obligations hereunder.

7.2 Subject to the occurrence of the Settlement Agreement Effective Date and Continental’s payment of the Settlement Amount, and pursuant to the terms of the Plan, the Trust shall defend, indemnify, and hold harmless Continental with respect to any and all Channeled Claims and, any and all other Claims which relate to the Diocese Policies, including all such Claims made by (i) any Person claiming to be insured (as a named insured, additional insured, or otherwise) under any of the Diocese Policies; (ii) any Person who has made, will make, or can make a Tort Claim or Related Insurance Claim; and (iii) any Person who has actually or allegedly acquired or been assigned the right to make a Claim under any of the Diocese Policies.

7.2.1 Continental shall have the right to defend any Claims identified in this Section 7.2 and shall do so in good faith. Continental may undertake the defense of any such Claim on receipt of such Claim. Continental agrees to notify the Trust as soon as practicable of any Claims identified in this Section 7.2 and of its choice of counsel.

7.2.2 The Trust shall reimburse all reasonable and necessary attorneys’ fees, expenses, costs, and amounts incurred by Continental in defending such Claims. Continental may settle or otherwise resolve a Claim only with the prior consent of the

Trust, which consent shall not be unreasonably withheld. Continental's defense, settlement, or other resolution of any Claims pursuant to this Section 7.2 shall not diminish the obligations of the Trust to indemnify Continental for such Claims, as set forth in this Section 7.2.

7.3 If any Person attempts to prosecute a Channeled Claim against Continental before the Approval Order and Plan Confirmation Order become Final Orders, then promptly following notice to do so from Continental, the Diocese will file a motion and supporting papers to obtain an order from the Bankruptcy Court pursuant to sections 362 and 105(a) of the Bankruptcy Code protecting Continental from any such Claims until the Plan Confirmation Order has become a Final Order, the Bankruptcy Case is dismissed, or this Settlement Agreement is terminated under Section 5 hereof.

8. MISCELLANEOUS

8.1 If any action or proceeding of any type whatsoever is commenced or prosecuted by any Entity not a Party to this Settlement Agreement to invalidate, interpret, or prevent the validation or enforcement, or carrying out, of all or any of the provisions of this Settlement Agreement, the Parties mutually agree to cooperate fully in opposing such action or proceeding.

8.2 The Parties will take such steps and execute any documents as may be reasonably necessary or proper to effectuate the purpose and intent of this Settlement Agreement and to preserve its validity and enforceability.

8.3 The Parties shall cooperate with each other in connection with the Approval Motion, the Approval Order, the Plan, the Plan Confirmation Order, and the Bankruptcy Case. Such cooperation shall include consulting with each other upon reasonable request concerning the status of proceedings and providing each other with copies of reasonably requested pleadings, notices, proposed orders, and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof.

8.4 Notwithstanding any language to the contrary in this Settlement Agreement, under no circumstance will the Diocese be obligated to take any action that violates any obligation or duty owed by the Diocese to any other insurer, and if a court of competent jurisdiction determines that a term or condition in this Settlement Agreement does violate any obligation or duty owed by any of the Diocese to any other insurer, the Diocese shall be relieved of such term or condition, but the scope and finality of the releases set forth in this Settlement Agreement shall not be affected or modified.

8.5 This Settlement Agreement constitutes a single integrated written contract that expresses the entire agreement and understanding between and among the Parties.

8.6 This Settlement Agreement may be modified only by a written amendment signed by all of the Parties, and no waiver of any provision of this Settlement Agreement or of a breach thereof shall be effective unless expressed in a writing signed by the waiving Party. The waiver by any Party of any of the provisions of this Settlement Agreement or of the breach thereof shall not operate or be construed as a waiver of any other provision or breach.

8.7 By entering into this Settlement Agreement, none of the Parties has waived or shall be deemed to have waived any rights, obligations, or positions they have asserted or may in the future assert in connection with any matter outside the scope of this Settlement Agreement. No part of this Settlement Agreement, its negotiation, or its performance may be used in any manner in any action, suit, or proceeding as evidence of the rights, duties, or obligations of the Parties with respect to matters outside the scope of this Settlement Agreement. All actions taken and statements made by the Parties or by their representatives relating to this Settlement Agreement or participation in this Settlement Agreement, including its development and implementation, shall be without prejudice or value as precedent.

8.8 This Settlement Agreement represents a compromise of disputed Claims and shall not be deemed an admission or concession regarding liability, culpability, wrongdoing, or insurance coverage. All related discussions, negotiations, and all prior drafts of this Settlement Agreement shall be deemed to fall within the protection afforded to compromises and to offers to compromise by Rule 408 of the Federal Rules of Evidence and any parallel state law provisions. Any evidence of the negotiations or discussions associated with this Settlement Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties, or obligations of the Parties, except that they shall be admissible to the extent they would have otherwise been admissible, absent this Section 8.8, in (i) an action or proceeding to enforce the terms of this Settlement Agreement, including any use as set forth in Section 7.1.1, or (ii) any possible action or proceeding between Continental and any reinsurers. This Settlement Agreement shall not be used as evidence or in any other manner, in any court or dispute resolution proceeding, to create, prove, or interpret Continental's obligations under the Diocese Policies or any other binder, certificate, or policy of insurance issued by Continental.

8.9 None of the Parties shall make any public statements or disclosures (i) regarding another Party's rationale or motivation for negotiating or entering into this Settlement Agreement, or (ii) asserting or implying in any way that the Parties acted improperly or in violation of any duty or obligation, express or implied, in connection with any matter arising out of, relating to, or in connection with the Diocese Policies or any other binder, certificate, or policy of insurance issued or allegedly issued by Continental, including handling of or involvement in connection with the Tort Claims or the resolution of the Tort Claims.

8.10 Neither this Settlement Agreement nor the rights and obligations set forth in this Settlement Agreement shall be assigned without the prior written consent of the other Parties.

8.11 This Settlement Agreement was jointly drafted by the Parties, and the wording of this Settlement Agreement was reviewed by legal counsel for each of the Parties, and each of them had sufficient opportunity to propose and negotiate changes prior to its execution. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole according to its meaning and not strictly for or against any Party.

8.12 Section titles and headings contained in this Settlement Agreement are included only for ease of reference and shall have no substantive effect.

8.13 All notices, demands, or other communication to be provided pursuant to this Settlement Agreement shall be in writing and sent by e-mail and Federal Express or other overnight

delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other Person or address as any of them may designate in writing from time to time:

If to the Diocese:

The Diocese of Rochester
1150 Buffalo Road
Rochester, New York 14624
Attention: Lisa M. Passero, Chief Financial Officer

with copies to:

Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202
Attn: Stephen A. Donato
Charles J. Sullivan
Grayson T. Walter

-and-

Blank Rome LLP
1825 Eye Street NW
Washington, D.C. 20006
Attn: James R. Murray
James S. Carter

If to Continental:

The Continental Insurance Company
151 N. Franklin St., 14th Floor
Chicago, IL 60606

with a copy to:

David Christian Attorneys LLC
105 W. Madison St., Suite 1400
Chicago, IL 60602

8.14 This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by facsimile, e-mail, or other electronic image, which facsimile, e-mail, or other electronic image counterparts shall be deemed to be originals.

8.15 Nothing contained in this Settlement Agreement shall be deemed or construed to constitute (i) an admission by Continental that the Diocese Parties or any other Entity was or is entitled to any insurance coverage under the Diocese Policies or any other binder, certificate, or policy of insurance issued by Continental or as to the validity of any of the positions that have

been or could have been asserted by the Diocese Parties, (ii) an admission by the Diocese Parties as to the validity of any of the positions or defenses to coverage that have been or could have been asserted by Continental or any Claims that have been or could have been asserted by the Diocese Parties against Continental, or (iii) an admission by the Diocese Parties or Continental of any liability whatsoever with respect to any of the Tort Claims.

8.16 All of the Persons included in the definition of Continental, all of the Parties to this Agreement, and the Trust are intended beneficiaries of this Settlement Agreement. Except as set forth in the preceding sentence or otherwise set forth in this Settlement Agreement, there are no third-party beneficiaries of this Settlement Agreement.

8.17 The Diocese Parties and Continental shall each be responsible for their own fees and costs incurred in connection with the Bankruptcy Case, this Settlement Agreement, and the implementation of this Settlement Agreement.

8.18 The following rules of construction shall apply to this Settlement Agreement:

8.18.1 Unless the context of this Settlement Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Settlement Agreement; and (iv) the words “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

8.18.2 References to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions regardless of whether specifically referenced in this Settlement Agreement.

8.18.3 The use of the terms “intend,” “intended,” or “intent,” when describing the intention of the Parties, as the case may be, shall not be construed to create a breach of this Settlement Agreement when the stated intent is not achieved.

8.19 The Bankruptcy Court in the Bankruptcy Case shall retain jurisdiction to interpret and enforce the provisions of this Settlement Agreement, which shall be construed in accordance with New York law without regard to conflicts of law principles thereof. Continental does not, by virtue of this Section 8.19 or any other provision in this Settlement Agreement, consent to the Bankruptcy Court’s jurisdiction as to any other matter.

8.20 This Settlement Agreement and the Diocese’s obligations under this Settlement Agreement shall be binding on the Diocese and the Reorganized Debtor and shall survive the entry of the Plan Confirmation Order.

8.21 This Settlement Agreement shall be effective on the Settlement Agreement Effective Date.

8.22 Nothing in this Settlement Agreement will prevent Continental from allocating the Settlement Amount among the Diocese Policies at Continental’s discretion.

8.23 If any provision of this Settlement Agreement, or the application thereof, shall for any reason or to any extent, be construed to be invalid or unenforceable, the remainder of this Settlement Agreement, and the application of such provision to other circumstances, shall be interpreted so as to best effect the intent of the Parties, unless such determination of invalidity or unenforceability deprives any Party of the substantial benefit of its bargain.

8.24 Except as necessary to obtain approval of this Settlement Agreement in the Bankruptcy Court, which requires that a copy of this Settlement Agreement be publicly filed on the docket and provided to the parties in interest in the Bankruptcy Case, the Parties agree that all matters relating to the negotiation and terms of this Settlement Agreement shall be confidential and are not to be disclosed except by order of court or consent of the Parties in writing, except that, provided recipients agree to keep such information confidential, this Settlement Agreement may be disclosed to (1) Continental's respective reinsurers, reinsurance intermediaries, or retrocessionaires; (2) where required by subpoena, court order, discovery request, or otherwise as required by law, or in any action concerning the interpretation, validity, breach of enforcement of this Settlement Agreement; and (3) Continental's employees who have a business need to know, parent companies, auditors, accountants, tax advisors, attorneys, retained experts and consultants, lenders, regulators, claims handling administrators, underwriters or any member company with a business need to know. The consent required under this paragraph shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Signed: _____

The Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Continental Insurance Company, as successor by merger to Commercial Insurance Company of Newark, New Jersey, Commercial Casualty Insurance Company, and Firemen's Insurance Company of Newark, New Jersey

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Cathedral Community of Rochester NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Roman Catholic Parish of St. Frances Xavier Cabrini

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Peace of Christ Roman Catholic Parish of Rochester,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Holy Apostles, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Monica Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Anne's Church of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Blessed Sacrament, Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Boniface Church, Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Stanislaus Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Immaculate Conception/St. Bridget, Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Kateri Tekakwitha Roman Catholic Parish

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Charles Borromeo

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Emmanuel Church of the Deaf of the Diocese of
Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. George Roman Catholic Lithuanian Church, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Parish of the Holy Family, Gates, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Holy Cross Church of Rochester, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Evangelist Church Corp.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Lawrence Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mark's Church of Rochester, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Church Society, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of Lourdes Church of Brighton

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Mother of Sorrows Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's French Church Society (a/k/a Our Lady of
Victory)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of Our Lady Queen of Peace of Rochester,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Pius Tenth Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Theodore's Church of Gates, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Thomas More Church of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Catholic Parish of Saints Isidore and Maria
Torriba

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Alphonsus Catholic German Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Aloysius Church, Auburn, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Catholic Church of the Holy Family, Auburn,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Catholic Church, Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Saints Mary and Martha Roman Catholic Parish
Cayuga County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Sacred Heart Church of Auburn, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Ann's Church, Owasco, Cayuga County, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Good Shepherd Catholic Community, Aurora

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Agnes Church Society, Avon, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John Vianney Roman Catholic Parish, Steuben
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Nativity of the Blessed Virgin Mary,
Brockport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Martin De Porres

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Benedict Roman Catholic Parish Ontario County,
NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Peter's Roman Catholic Parish, Ontario County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph the Worker Roman Catholic Parish, Wayne
County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Margaret's Church of Conesus Lake, Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

All Saints, Corning

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of St. John Fisher of the Town of Huron,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Jerome, East Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Saint Cecilia's Roman Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Baptist Catholic Church, Elmira, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Parish of the Most Holy Name of Jesus

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Assumption, Fairport, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Resurrection, Perinton, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. John of Rochester of Perinton, New
York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of the Holy Cross of Dryden, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Luke the Evangelist Roman Catholic Church
Society of Livingston County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of Peace Roman Catholic Church of
Geneva, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Hilary's Catholic Church, Genoa, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Anthony's Catholic Church of Groton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Holy Name, Groveland, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Church of St. Elizabeth Ann Seton, The Diocese
of Rochester, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Marianne Cope Roman Catholic Parish, Monroe
County NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Leo, Hilton, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's Church of Honeoye Flats, N.Y (St. Mary -
Our Lady of the Hills)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Paul of the Cross Church, Honeoye Falls, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Valley

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of St. Mary Our Mother, Horseheads, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Catherine of Siena Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Immaculate Conception Church, Ithaca, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

All Saints Church Corporation, Ludlowville, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Rose Roman Catholic Church

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Matthew Catholic Church Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church Society, Livonia Center, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Parish of St. Katharine Drexel, Palmyra

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Catherine's Roman Catholic Church, Mendon, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church, Montezuma, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Michael's Church, Newark, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Christopher of Chili, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Benedict's Mission Church of Odessa, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Maximilian Kolbe Catholic Church Society of
Wayne County

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Parish of Mary, Mother of Mercy, Tompkins
County, New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Blessed Trinity, Owego

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Patrick's Roman Catholic Church Society of
Owego, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph's Catholic Church of Penfield, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Lakes Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Raphael's Church, Piffard, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Transfiguration, Diocese of Rochester,
New York

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Louis Church of Pittsford, N.Y

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. John the Evangelist Church Society, Spencerport,
N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Patrick's Church of Victor, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Frances & St. Clare Roman Catholic Parish, Seneca
County, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Mary's of the Lake Roman Catholic Church
Society

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Holy Family Catholic Community

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Roman Catholic Church of the Most Holy Trinity
at Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Paul's Roman Catholic Church of Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Church of the Holy Spirit of Penfield, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Our Lady of the Snow, Weedsport

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Joseph's Church of West Bloomfield

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Rita's Church of West Webster, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Catholic Community of the Blessed Trinity of Wolcott, NY

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Catholic Charities of the Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Rochester Catholic Press Association, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

DePaul Community Services, Inc., the successor to DePaul
Mental Health Services, Inc. (f/k/a DePaul Clinic)

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

The Corporate Board of Education, Diocese of Rochester

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Bishop Sheen Ecumenical Housing Foundation, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Charles Settlement House, Inc.

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

St. Bernard's School of Theology and Ministry

Name Printed: _____

Title: _____

Date: _____ 2022

Signed: _____

Camp Stella Maris of Livonia, N.Y.

Name Printed: _____

Title: _____

Date: _____ 2022

SCHEDULE A
Channeling Injunction

Channeling Injunction. In consideration of the undertakings of the Protected Parties pursuant to their respective settlements with the Diocese Parties, the funding of the Trust, and other consideration, and to further preserve and promote the agreements between and among the Protected Parties and the protections afforded the Protected Parties and pursuant to § 105 of the Bankruptcy Code:

- a. any and all Channeled Claims, are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust Documents as the sole and exclusive remedy for all holders of Channeled Claims; and
- b. all Entities who 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 Claims against any of the Protected Parties, including:
 - i. commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or against the property of any of the Protected Parties;
 - ii. enforcing, attaching, collecting, or recovering, by any manner or means, from any Protected Parties, or from the property of any Protected Parties, with respect to any such Channeled Claim, any judgment, award, decree, or order against any Protected Parties;
 - iii. creating, perfecting, or enforcing any lien of any kind against any Protected Parties, or the property of any Protected Parties with respect to any such Channeled Claim; and
 - iv. asserting, implementing, or effectuating any Channeled Claim of any kind against:
 1. any obligation due any Protected Parties;
 2. any Protected Parties; or
 3. the property of any Protected Parties.
 - v. taking any act, in any manner, in any place whatsoever that does not conform to, or comply with, the provisions of the Plan; and

- vi. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due any of the Protected Parties or the property of the Protected Parties.

SCHEDULE B
Supplemental Injunction
Preventing Prosecution of Claims Against the Settling Insurer Entities

Pursuant to §§ 105(a) and 363 of the Bankruptcy Code and in consideration of the undertaking of the Settling Insurers pursuant to their Settlement Agreements and the Plan, including the buyback of the Diocese Policies free and clear of all interests pursuant to §363(f) of the Bankruptcy Code, any and all Entities who have held, now hold, or who may in the future hold any Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Tort Claimants, Unknown Tort Claimants, Diocese Parties, perpetrators, non-settling insurers, and all others holding Interest of any kind or nature whatsoever, including those Claims released or to be released pursuant to the Settlement Agreement) against any of the Protected Parties, or other Person covered or allegedly covered under the Diocese Policies, which, directly or indirectly, relate to, any of the Diocese Policies, any Tort Claims, or any Related Insurance Claims, are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, or attempt to assert or enforce any such Interest against the Settling Insurers, including:

- a. Commencing or continuing in any manner any action or other proceeding, including but not limited to a Direct Action, against the Settling Insurers or the property of the Settling Insurers;
- b. Enforcing, attaching, collecting, or recovering, by any manner or means, any judgment, award, decree, or order against the Settling Insurers or the property of the Settling Insurers;
- c. Creating, perfecting, or enforcing any lien of any kind against the Settling Insurers or the property of the Settling Insurers;
- d. Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against any obligation due the Settling Insurers or the property of the Settling Insurers; and
- e. Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with the provisions of the Plan.

Any and all Persons holding Interest or Claims of any kind arising under the Diocese Policies shall be permanently enjoined from pursuing such Interests or Claims against the Settling Insurers.

This injunction does not enjoin, or operate as a release of, any Claim against any Person other than the Settling Insurer Entities.

EXHIBIT 1
Approval Order

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

The Diocese of Rochester,

Case No.: 19-20905

Chapter 11 Case

Debtor,

ORDER APPROVING SETTLEMENT AGREEMENT WITH CONTINENTAL

This case is before the Court on the Debtor’s motion [Docket No. ____] (the “Motion”)¹ for an order approving the settlement agreement, releases, and insurance policy buyback by and between the Debtor, the other Diocese Parties, and The Continental Insurance Company, as successor by merger to Commercial Insurance Company of Newark, New Jersey, Commercial Casualty Insurance Company, and Firemen’s Insurance Company of Newark, New Jersey (collectively, “Continental”). Having considered the Motion and any responses thereto; having reviewed the files and records in this case; being fully advised in the premises; and determining that good cause exists to grant the Motion,

THE COURT HEREBY FINDS AND DETERMINES AS FOLLOWS:

A. The Court has jurisdiction over the Motion pursuant to 11 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Adequate and sufficient notice of the relief sought in the Motion was provided, and no other or further notice need be provided in order to bind all Entities.

¹ Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continental Settlement Agreement attached to this Order as Exhibit A.

C. A reasonable opportunity to object or be heard regarding the relief requested in the motion has been afforded to all interested Entities.

D. The approval of the Continental Settlement Agreement in this Order is in the best interest of the bankruptcy estate, the Debtor's creditors, and other Entities.

E. The Debtor has good and sufficient business justifications supporting its entry into the Settlement Agreement with Continental. It is a reasonable exercise of the Debtor's business judgment to enter into, perform under, and consummate the Continental Settlement Agreement, including the sale of the Diocese Policies to Continental free and clear of liens, Claims (including, but not limited to, Tort Claims), and Interests pursuant to 11 U.S.C. §§ 363(b), (f), and (m) as provided for in the Continental Settlement Agreement.

F. The Continental Settlement Agreement was negotiated and proposed without collusion and in good faith, from arm's length bargaining positions by the Debtor, the other Diocese Parties, and Continental. For purposes of the Debtor's sale of the Diocese Policies to Continental, Continental is a good faith purchaser within the meaning of 11 U.S.C. § 363(m).

G. The consideration exchanged, including the Settlement Amount to be paid by Continental, constitutes a fair and reasonable settlement of the disputes and of their respective rights and obligations relating to the Diocese Policies.

H. The Debtor, the other Diocese Parties, and Continental have agreed that, upon the occurrence of the Settlement Agreement Effective Date and payment of the Settlement Amount by Continental, this Order shall satisfy and extinguish in full all of the obligations of Continental under, arising out of, or relating to the Diocese Policies.

THE COURT MAKES THE FOLLOWING CONCLUSIONS OF LAW, AND IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Motion is granted and the terms of the Continental Settlement Agreement is approved in all respects. The omission in this Order of specific reference to any provision of the Continental Settlement Agreement shall not impair or diminish the efficacy, propriety, or approval of the provision.

2. Any and all objections to the Motion or to the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled and denied.

3. The Debtor is authorized to enter into and perform the terms of the Continental Settlement Agreement and undertake any transactions contemplated by the Continental Settlement Agreement.

4. The sale of the Diocese Policies to Continental is authorized and shall be free and clear of all liens, Claims (including, but not limited to, Tort Claims), and Interests pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m). Upon occurrence of the Settlement Agreement Effective Date, in exchange for the Settlement Amount, and upon payment of the same to the Debtor or the Trust (as applicable), and without any further action being required, Continental shall be deemed to have bought back the Diocese Policies free and clear of all liens, Claims (including, but not limited to, Tort Claims), and Interests of all Entities, including all interests of the Debtor, the other Diocese Parties, and other Persons claiming coverage by, through, or on behalf of the Debtor, the other Diocese Parties, any other insurer, and any Entity holding a Claim (including, but not limited to, a Tort Claim) against any of the Debtor or Other Diocese Party.

5. The form of injunctions, the releases, and the indemnifications set forth in the Continental Settlement Agreement comply with the Bankruptcy Code and applicable nonbankruptcy law and are approved and enforceable.

6. Pursuant to the terms of the Continental Settlement Agreement, immediately upon the sale of the Diocese Policies to Continental becoming effective, the Diocese Policies shall be terminated and no longer in force or effect and shall be exhausted in retrospect as to all coverages, and all Interests the Debtor or any other Entity may have had, may presently have, or in the future may have, in such Diocese Policies are released.

7. Continental's payment of the Settlement Amount constitutes its full and complete performance of any and all obligations under the Diocese Policies, including any performance owed to the Diocese Parties, and exhausts all limits of liability of the Diocese Policies.

8. Upon the occurrence of the Settlement Agreement Effective Date, all Interests the Diocese Parties may have had, may presently have, or in the future may have in the Diocese Policies are released pursuant to the terms of the Continental Settlement Agreement.

9. Upon the occurrence of the Settlement Agreement Effective Date, the Diocese Parties accept the Settlement Amount in full and complete satisfaction of all Continental's past, present, and future obligations, including obligations to any of the Diocese Parties under such Diocese Policies or arising therefrom, as to any and all Claims for insurance coverage or policy benefits of any nature whatsoever arising out of or related in any way to such Diocese Policies, whether legal or equitable, known or unknown, suspected or unsuspected, fixed or contingent, and regardless of whether or not such Claims arise from, related to, or are in connection with the Tort Claims, Channeled Claims, the Bankruptcy Case, or otherwise.

10. This Order shall not limit or preclude the entry or effectiveness of any injunctions that may be granted protecting Continental in connection with, or as a part of, any order confirming a chapter 11 plan. Continental shall be entitled to the benefit of any Channeling Injunction and Supplemental Injunction, and any similar injunctions, contained in any such plan.

11. The Continental Settlement Agreement and this Order are binding upon the parties to the Continental Settlement Agreement, the reorganized debtor, any trust or trustee for the debtor, its assets, or its liabilities, and shall survive the confirmation of any plan of reorganization for the Debtor.

12. The Court shall retain jurisdiction to enforce the provisions of this Order and the Continental Settlement Agreement and to resolve any issue or dispute concerning the interpretation, implementation or enforcement of this Order and the Continental Settlement Agreement, or the rights and duties of the Parties hereunder or thereunder, including without limitation, (a) interpretation of the terms, conditions and provisions thereof, and (b) all issues and disputes arising in connection with the relief authorized herein.

Dated:

HON. PAUL WARREN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2
Diocese Participating Parties

CATHOLIC ENTITY:	ADDRESS:
<p>The Cathedral Community of Rochester NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Sacred Heart Cathedral, Rochester, N.Y. • The Holy Rosary Church of the City of Rochester, Monroe County, N.Y. • Church of the Most Precious Blood 	296 Flower City Park, Rochester, NY 14615
<p>Roman Catholic Parish of St. Frances Xavier Cabrini; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • Our Lady of the Americas (<i>successor in interest to the insurance rights of St. Francis Xavier Church; Church of the Most Holy Redeemer of Irondequoit, N.Y.; Our Lady of Mount Carmel Church, Rochester, N.Y.; Corpus Christi Church of Rochester, N.Y.</i>) • Light of Christ Roman Catholic Parish (<i>successor in interest to the insurance rights of St. Philip Neri Church of Rochester, N.Y.; St. Andrews Roman Catholic Church of Rochester, N.Y.; Church of the Annunciation, Rochester, N.Y.</i>) • Church of Our Lady of Perpetual Help of Rochester • St. Michael's Church of Rochester, N.Y. 	124 Evergreen St., Rochester, NY 14605
<p>Peace of Christ Roman Catholic Parish of Rochester, NY; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Ambrose Church of Rochester; • St. James Church of Rochester, N.Y.; • St. John the Evangelist Church of Rochester, N.Y. 	25 Empire Blvd., Rochester, NY 14096
<p>The Church of the Holy Apostles, Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • St. Francis of Assisi Church of Rochester, N.Y. • Church of the Holy Family, Inc. • The Church of St. Anthony of Padua 	7 Austin St., Rochester, NY 14606
<p>St. Monica Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i></p> <ul style="list-style-type: none"> • The Church of Our Lady of Good Counsel • St. Augustine Church Corporation 	34 Monica St., Rochester, NY 14619

<ul style="list-style-type: none"> • SS. Peter and Paul's Roman Catholic Church, Rochester, N.Y. 	
St. Anne's Church of Rochester	1600 Mount Hope Ave., Rochester NY 14620
The Church of the Blessed Sacrament, Rochester, N.Y.	259 Rutgers St., Rochester, NY 14607
St. Boniface Church, Rochester, N.Y.	330 Gregory St., Rochester, NY 14620
St. Stanislaus Church of Rochester, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Theresa of the Child Jesus Church, Bishop of Rochester 	34 Saint Stanislaus St., Rochester, NY 14621
Immaculate Conception/St. Bridget, Rochester; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • The Immaculate Conception Church Society • St. Bridget's Church 	445 Frederick Douglass St., Rochester, NY 14608
Kateri Tekakwitha Roman Catholic Parish; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of Christ the King, Rochester, N.Y. • St. Cecilia Church, Irondequoit, N.Y. • Church of St. Margaret Mary • Church of St. Salome • St. Thomas Roman Catholic Church 	445 Kings Highway S., Rochester, 14617
Church of St. Charles Borromeo; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of the Holy Name of Jesus of Rochester, New York 	3003 Dewey Ave., Rochester, NY 14616
Emmanuel Church of the Deaf of the Diocese of Rochester	34 Monica St., Rochester, NY 14619
St. George Roman Catholic Lithuanian Church, Inc.	150 Varinna Dr., Rochester, NY 14618
The Parish of the Holy Family, Gates, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of the Holy Ghost • St. Helen's Church of Gates, N.Y. • Church of St. Jude of the Town of Gates. 	4100 Lyell Rd., Rochester, NY 14606
Holy Cross Church of Rochester, NY	4492 Lake Ave., Rochester, NY 14612
St. John the Evangelist Church Corp.	2400 Ridge Rd. W., Rochester, NY 14625
St. Lawrence Church of Rochester, N.Y.	1000 N. Greece Rd., Rochester, NY 14626
St. Mark's Church of Rochester, New York	54 Kuhn Rd., Rochester, NY 14612
St. Mary's Church Society, Inc.	15 South St., Rochester, NY 14607

Our Lady of Lourdes Church of Brighton	150 Varinna Dr., Rochester, NY 14618
Our Mother of Sorrows Church; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Our Lady of Mercy Church of Rochester, N.Y. 	5000 Mt. Read Blvd., Rochester, NY 14612
St. Mary's French Church Society (a/k/a Our Lady of Victory)	210 Pleasant St., Rochester, NY 14604
Church of Our Lady Queen of Peace of Rochester, N.Y.	601 Edgewood Ave., Rochester, NY 14618
St. Pius Tenth Church of Rochester, N.Y.	3032 Chili Ave, Rochester, NY 14624
St. Theodore's Church of Gates, N.Y.	168 Spencerport Rd., Rochester, NY 14606
St. Thomas More Church of Rochester, N.Y.	2617 East Ave., Rochester, NY 14610
The Catholic Parish of Saints Isidore and Maria Torriba; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Catherine Roman Catholic Church Society, Addison, N.Y. • St. Stanislaus Church of Bradford, N.Y. • St. Joseph's Roman Catholic Church of Campbell, N.Y. 	51 Maple St., Addison, NY 14801
St. Alphonsus Catholic German Church	10 S. Lewis Street, Auburn, NY 13021
St. Aloysius Church, Auburn, NY	85 N. St., Auburn, NY 13021
The Catholic Church of the Holy Family, Auburn, N.Y.	85 N. St., Auburn, NY 13021
St. Mary's Catholic Church, Auburn, N.Y.	15 Clark St., Auburn, NY 13021
Saints Mary and Martha Roman Catholic Parish Cayuga County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis of Assisi Italian Roman Catholic Church • St. Hyacinth's Polish Roman Catholic Society Church 	299 Clark St., Auburn, NY 13021
Sacred Heart Church of Auburn, N.Y.	90 Melrose Rd., Auburn, NY 13021
St. Ann's Church, Owasco, Cayuga County, N.Y.	Main St., Owasco, NY 13130
Good Shepherd Catholic Community, Aurora; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Aurora, N.Y. • St. Joseph's Catholic Church of Cayuga, N.Y. • Our Lady of the Lake Church Corporation, King Ferry • St. Patrick's Catholic Church of Moravia, Cayuga County, N.Y. • St. Bernard's Catholic Church • St. Michael's Church of Union Springs, N.Y. 	299 Main St., Aurora, NY 13026

<ul style="list-style-type: none"> • St. Isaac Jogues' Chapel 	
St. Agnes Church Society, Avon, N.Y.	108 Prospect St., Avon, NY 14414
St. John Vianney Roman Catholic Parish, Steuben County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Catholic Church Society of Bath, N.Y. • St. Gabriel's Catholic Church Society of Hammondsport, N.Y. 	32 E Morris St., Bath, NY 14810
Church of the Nativity of the Blessed Virgin Mary, Brockport, N.Y.; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Newman Oratory of Brockport, New York 	152 Main St., Brockport, NY 14420
St. Martin De Porres; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Catholic Church of St. Vincent DePaul of Churchville, N.Y. • St. Columba's Church, Caledonia, N.Y. • St. Mary of the Assumption Church, Scottsville, N.Y. • St. Patrick's Church, Mumford, N.Y. 	198 North St., Caledonia, NY 14423
St. Benedict Roman Catholic Parish Ontario County, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Church Corp., Canandaigua, N.Y. • St. Bridget's Church of East Bloomfield, N.Y. 	95 N. Main St., Canandaigua, NY 14424
St. Peter's Roman Catholic Parish, Ontario County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Felix's Church, Inc. • St. Francis Church • St. Dominic Roman Catholic Church Society 	12 Hibbard Ave., Clifton Springs, NY 14432
St. Joseph the Worker Roman Catholic Parish, Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. John the Evangelist Roman Catholic Church • St. Michael's Church Society, Inc., Lyons, N.Y. • St. Patrick's Roman Catholic Church, Savannah, N.Y. 	43 W. DeZeng St., Clyde, NY 14433
St. Margaret's Church of Conesus Lake, Livonia, N.Y.	P.O. Box 77, Livonia, NY 14487
All Saints, Corning; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • The Church of St. Mary's of Corning, N.Y. 	222 Dodge Ave., Corning, NY 14830

<ul style="list-style-type: none"> • St. Patrick's Catholic Church, Corning, N.Y. • St. Vincent De Paul's Roman Catholic Church Society Inc., Corning, N.Y. • Church of the Immaculate Heart of Mary of Painted Post 	
The Church of St. John Fisher of the Town of Huron, New York	11956 Washington St., Wolcott, NY 14590
Church of St. Jerome, East Rochester, N.Y.	207 S. Garfield St., East Rochester, NY 14445
Saint Cecilia's Roman Catholic Church Society	1010 Davis St., Elmira, NY 14901
St. John the Baptist Catholic Church, Elmira, N.Y.	1010 Davis St., Elmira, NY 14901
Parish of the Most Holy Name of Jesus; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church Society • Blessed Sacrament Roman Catholic Church of Elmira, NY (<i>successor in interest to the insurance rights of St. Anthony's Church of Elmira, N.Y.; St. Patrick's Roman Catholic Church of Elmira, N.Y.; Saint Peter and Paul's Church, Inc.</i>) • Christ the Redeemer Roman Catholic Parish of Elmira, NY (<i>successor in interest to the insurance rights of Our Lady of Lourdes Church of Elmira, New York; St. Casimir's Roman Catholic Church Society, Elmira, N.Y.; Saint Charles Borromeo Roman Catholic Church, Elmira Heights, N.Y.</i>) 	1010 Davis St., Elmira, NY 14901
Church of the Assumption, Fairport, N.Y.	20 East Ave., Fairport, NY 14450
Church of the Resurrection, Perinton, New York	283 Hamilton Rd., Fairport, NY 14450
Church of St. John of Rochester of Perinton, New York	8 Wickford Way, Fairport, NY 14450
The Church of the Holy Cross of Dryden, New York	375 George Rd., Freeville, NY 13068
St. Luke the Evangelist Roman Catholic Church Society of Livingston County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's Roman Catholic Church, Geneseo, N.Y., Livingston County • Thomas Aquinas Roman Catholic Church of Moscow, Livingston County, N.Y. 	13 North St., Geneseo, NY 14454

<ul style="list-style-type: none"> • St. Patrick's Church Society of Mt. Morris, New York • Church of the Holy Angels of Nunda, N.Y. • St. Lucy's Church, Retsof, N.Y 	
Our Lady of Peace Roman Catholic Church of Geneva, NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Church of St. Francis DeSales • St. Stephen's Roman Catholic Church, Inc. of Geneva, N.Y. 	130 Exchange St., Geneva, NY 14456
St. Hilary's Catholic Church, Genoa, N.Y.	299 Main St., Aurora, NY 13026
St. Anthony's Catholic Church of Groton, N.Y.	312 Locke Rd., Groton, NY 13073
Church of the Holy Name, Groveland, N.Y.	13 North St., Geneseo, NY 14454
The Church of St. Elizabeth Ann Seton, The Diocese of Rochester, N.Y.	P.O. Box 149, Hamlin, NY 14464
Marianne Cope Roman Catholic Parish, Monroe County NY; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • Guardian Angels Church of Rochester, New York • Church of the Good Shepherd, Henrietta, N.Y. • St. Joseph's Catholic Society of Rush, N.Y. 	3318 E. Henrietta Rd., Henrietta, NY 14467
Church of St. Leo, Hilton, N.Y.	167 Lake Ave., Hilton, NY 14468
St. Mary's Church of Honeoye Flats, N.Y (St. Mary - Our Lady of the Hills)	8961 Main St., Honeoye, NY 14471
St. Paul of the Cross Church, Honeoye Falls, N.Y.	31 Monroe St., Honeoye Falls, NY 14472
Our Lady of the Valley; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Joachim's Roman Catholic Church • St. Ann's Roman Catholic Church • St. Ignatius Loyola Church of Hornell, N.Y. • St. Mary's Roman Catholic Church 	27 Erie Ave., Hornell, NY 14843
Church of St. Mary Our Mother, Horseheads, N.Y.	816 W. Broad St., Horseheads, NY 14845
St. Catherine of Siena Church	302 Saint Catherine Circle, Ithaca, NY 14850
The Immaculate Conception Church, Ithaca, N.Y.	113 N. Geneva St., Ithaca, NY 14850
All Saints Church Corporation, Ludlowville, NY	347 Ridge Rd., Lansing, NY 14882
St. Rose Roman Catholic Church	1985 Lake Ave., Lima, NY 14485
St. Matthew Catholic Church Society; <i>successor in interest to the insurance rights of:</i>	P.O. Box 77, Livonia, NY 14487

<ul style="list-style-type: none"> • St. William's Church Society, Conesus, N.Y. • St. Joseph's Catholic Church Society of Livonia, N.Y. 	
St. Michael's Church Society, Livonia Center, N.Y.	8961 Main St., Honeoye, NY 14471
Parish of St. Katharine Drexel, Palmyra; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Patrick's Church of Macedon, N.Y. • St. Gregory's Roman Catholic Church of Marion, N.Y. • Roman Catholic Church of St. Anne, Palmyra, N.Y. 14522 	52 Main St., Macedon, NY 14502
St. Catherine's Roman Catholic Church, Mendon, NY	26 Mendon-Ionia Rd., Mendon, NY 14506
St. Michael's Church, Montezuma, N.Y.	2667 Hamilton St., Weedsport, NY 13166
St. Michael's Church, Newark, N.Y.	401 S. Main St., Newark, NY 14513
St. Christopher of Chili, New York	3350 Union St., North Chili, NY 14514
St. Benedict's Mission Church of Odessa, New York	169 Speedway, Odessa, NY 14869
St. Maximilian Kolbe Catholic Church Society of Wayne County; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Mary's of the Lake Roman Catholic Church Society • Church of the Epiphany, Sodus, N.Y. • Church of St. Rose of Lima, Sodus Point, N.Y. 	5823 Walworth Rd., Ontario, NY 14519
The Parish of Mary, Mother of Mercy, Tompkins County, New York; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Francis Solanus Church, Interlaken, N.Y. • Holy Cross Church • St. James the Apostle Church of Trumansburg, N.Y. 	PO Box 337, Ovid, NY 14521
Blessed Trinity, Owego; <i>successor in interest to the insurance rights of:</i> <ul style="list-style-type: none"> • St. Margaret Mary's Roman Catholic Church of Apalachin, N.Y. • St. Francis Roman Catholic Church • St. John the Evangelist Roman Catholic Church • St. Pius the Tenth Church, Van Etten, N.Y. • St. James the Apostle, Roman Catholic Church Society of Waverly, N.Y. 	300 Main St., Owego, NY 13827

St. Patrick's Roman Catholic Church Society of Owego, N.Y.	300 Main St., Owego, NY 13827
St. Joseph's Catholic Church of Penfield, NY	43 Gebhardt Rd., Penfield, NY 14526
Our Lady of the Lakes Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Andrew's Church of Dundee • St. Januarius Roman Catholic Church • St. Michael's Church of Penn Yan, N.Y. • St. Patrick's Catholic Church, Prattsburg, N.Y. • St. Mary's Church, Rushville, N.Y. • St. Theresa's Church, Stanley, N.Y. 	210 Keuka St., Penn Yan, NY 14527
St. Raphael's Church, Piffard, N.Y.	13 North St., Geneseo, NY 14454
Church of the Transfiguration, Diocese of Rochester, New York	50 W Bloomfield Rd., Pittsford, NY 14534
St. Louis Church of Pittsford, N.Y.	60 S. Main St., Pittsford, NY 14534
St. John the Evangelist Church Society, Spencerport, N.Y.	55 Martha St., Spencerport, NY 14559
St. Patrick's Church of Victor, N.Y.	115 Maple Ave., Victor, NY 14564
St. Frances & St. Clare Roman Catholic Parish, Seneca County, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary's Church, Waterloo, N.Y. • St. Patrick's Church of Seneca Falls, N.Y. 	25 Center St., Waterloo, NY 13165
St. Mary's of the Lake Roman Catholic Church Society	P.O. Box 289, Watkins Glen, NY 14891
Holy Family Catholic Community; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Pius V Church Society, Cohocton, N.Y. • St. Mary's Church • The Church of the Sacred Heart of Jesus, Perkinsville, N.Y. • St. Joseph's Roman Catholic Church Corp., Wayland, N.Y. 	206 Fremont St., Wayland, NY 14572
The Roman Catholic Church of the Most Holy Trinity at Webster, N.Y.	1460 Ridge Rd., Webster, NY 14580
St. Paul's Roman Catholic Church of Webster, N.Y.	783 Hard Rd., Webster, NY 14580
Church of the Holy Spirit of Penfield, N.Y.	1355 Hatch Rd., Webster, NY 14580
Our Lady of the Snow, Weedsport; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Patrick's Roman Catholic Church of Cato, N.Y. • St. John's Church, Port Byron, N.Y. 13140 	2667 Hamilton St., Weedsport, NY 13166

<ul style="list-style-type: none"> • St. Joseph's Catholic Church of Weedsport, N.Y. 	
St. Joseph's Church of West Bloomfield	95 N. Main St., Canandaigua, NY 14424
St. Rita's Church of West Webster, N.Y.	1008 Maple Dr., West Webster, NY 14580
Catholic Community of the Blessed Trinity of Wolcott, NY; successor in interest to the insurance rights of: <ul style="list-style-type: none"> • St. Mary Magdalen Church, Wolcott, N.Y. • St. Thomas the Apostle Roman Catholic Church of Red Creek • St. Jude 	11956 Washington St., Wolcott, NY 14590
Catholic Charities of the Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Rochester Catholic Press Association, Inc.	1150 Buffalo Rd., Rochester, NY 14624
DePaul Mental Health Services, Inc. f/k/a DePaul Clinic	1931 Buffalo Rd., Rochester, NY 14624
The Corporate Board of Education, Diocese of Rochester	1150 Buffalo Rd., Rochester, NY 14624
Bishop Sheen Ecumenical Housing Foundation, Inc.	150 French Rd., Rochester, NY 14618
Charles Settlement House, Inc.	445 Jay St., Rochester, NY 14611
St. Bernard's School of Theology and Ministry	120 French Rd., Rochester, NY 14618
Camp Stella Maris of Livonia, N.Y.	4395 East Lake Rd., Livonia, NY 14487

EXHIBIT 3
Sexual Abuse Exclusion