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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re: FRANCISCAN FRIARS OF CALIFORNIA, INC., Debtor.	Case No. 23-41723 WJL Chapter 11

SECOND AMENDED JOINT PLAN OF REORGANIZATION FOR THE FRANCISCAN FRIARS OF CALIFORNIA, INC. DATED JUNE 22, 2026

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ARTICLE I
INTRODUCTION

The Franciscan Friars of California, Inc., the above-captioned debtor and debtor in possession (the "**Debtor**") and the Official Committee of Unsecured Creditors (the "**Committee**") jointly propose this Second Amended Chapter 11 Plan of Reorganization (this "**Plan**") pursuant to chapter 11 of title 11 of the United States Code. The Debtor and the Committee are the proponents of this Plan (together, the "**Plan Proponents**").

The purpose of this Plan is to provide a mechanism by which the Debtor can reorganize its financial affairs and fairly, justly, and equitably compensate survivors of sexual abuse by clergy or others associated with the Debtor and bring a measure of healing to survivors and others affected by past acts of sexual abuse. Under this Plan, the Debtor will emerge from Chapter 11 as a reorganized entity to continue its ministries and the critical support it provides to individuals and families struggling with addiction, homelessness and the crippling effects of economic or spiritual poverty.

All holders of Claims against the Debtor are encouraged to read this Plan and the Disclosure Statement and other Plan Documents in their entirety before voting to accept or reject this Plan. Among other information, the Disclosure Statement contains discussions regarding the Debtor's history, mission, risk factors associated with this Plan and a summary and analysis of this Plan. No solicitation materials, other than the Disclosure Statement, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of this Plan.

The Plan Documents, once Filed, can be obtained for free at https://bankruptcy.angeiongroup.com/Clients/ffc/Index, and shall also be available for review in the Office of the Clerk of the Bankruptcy Court during the Bankruptcy Court's normal hours of operation. Holders of Claims may also obtain copies of the Plan Documents by contacting counsel for the Debtor in writing at the address on the cover page of this Plan.

ARTICLE II
INTERPRETATION OF TERMS AND DEFINITIONS

2.1. Interpretation: Application of Definitions and Rules of Construction.

2.1.1. Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time.

2.1.2. The words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein.

2.1.3. A term used herein that is not defined herein shall have the meaning assigned to that term in the Disclosure Statement, and if not defined therein, in the Bankruptcy Code.

2.1.4. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to this Plan.

2.1.5. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

2.1.6. Unless otherwise provided, any reference in this Plan to an existing document, exhibit or schedule means such document, exhibit or schedule as it may have been amended, restated, revised, supplemented or otherwise modified.

2.1.7. Where appropriate from a contextual reading of a term, each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral.

2.1.8. Where appropriate from a contextual reading of the term, the term "Debtor" shall include the "Reorganized Debtor."

2.2. Definitions.

2.2.1. "**Abuse Claim Ballot**" means the ballot approved by the Bankruptcy Court through which Abuse Claimants will (i) vote to accept or reject this Plan and (ii) have the right to consent to the Channeling Injunction and release provisions of this Plan, or, in the case of Class 6 Claimants, the Unknown Abuse Claims Representative shall have such right.

2.2.2. "**Abuse Claim Discharge Date**" has the meaning ascribed to such term in Section 12.1.4 of this Plan.

2.2.3. "**Abuse Claim Enhancement**" has the meaning ascribed to such term in Section 6.3.10 of this Plan.

2.2.4. "**Abuse Claim Release Agreement**" means, (i) with respect to any Consenting Class 5 Claim or Consenting Class 5 Claimant, a Consenting Class 5 Claim Release Agreement, (ii) with respect to any Non-Consenting Class 5 Claim or Non-Consenting Class 5 Claimant, a Non-Consenting Class 5 Claim Release Agreement, (iii) with respect to any Consenting Class 6 Claim or Consenting Class 6 Claimant, a Consenting Class 6 Claim Release Agreement and (iv) with respect to any Non-Consenting Class 6 Claim or Non-Consenting Class 6 Claimant, a Non-Consenting Class 6 Claim Release Agreement.

2.2.5. "**Abuse Claim**" means any Claim that has been or could be asserted against the Debtor or any Protected Party that is attributable to, arises from, is based upon, or results from, in whole or in part, directly, indirectly, or derivatively, Abuse that occurred prior to the Petition Date, including any such Claim that seeks monetary damages or any other relief under any theory of liability, law, or equity whatsoever, including contribution, indemnity, vicarious liability, *respondeat superior*, conspiracy, fraud (including fraud in the inducement), any negligence-based or employment-based theory (including negligent hiring, supervision, retention, or misrepresentation), any other theory based upon misrepresentation, concealment, or unfair practice, public or private nuisance, or any other theory (including any theory based upon public policy) or any act or failure to act by the Debtor or any Protected Party, or any other Entity for whose acts or failures to act the Debtor or any Protected Party is or was alleged to be responsible. For the avoidance of doubt, "Abuse Claim" includes (a) all Unknown Abuse Claims, Late-Filed Abuse Claims, and any Claim or cause of action against the Debtor or any Protected Party alleging childhood sexual assault or otherwise described in AB 218 or Cal. Assembly Bills 2777 or 250 and (b) any Claim against the Debtor or any Protected Party that is attributable to, arises from, is based upon, relates to, or results from Abuse that, as of the Petition Date is barred by any applicable statute of limitations, and in each case, irrespective of whether (x) such Claims also involve the conduct of Joint Tortfeasors, (y) such Claims arise under, or were revived pursuant to, AB 218, or any future reviver law, statute, or binding precedential decision passed or issued on or after the Effective Date, or (z) a proof of claim has been Filed or an Abuse Action has been commenced with respect to such Claim.

2.2.6. "**Abuse Claims Reviewer**" means the Person appointed by the Committee who will assess Class 5 and Class 6 Claims in accordance with the terms of this Plan, the Confirmation Order, and the Trust Documents, or any successor appointed in accordance with such terms thereafter.

2.2.7. "**Abuse**" means any actual or alleged: (a) sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, hebephilia, ephebophilia, lascivious behavior, undue familiarity, or sexually-related physical, psychological, or emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or a nonconsenting adult and another adult, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, any other sexual misconduct, or any conduct constituting a sexual offense, incest, or use of a child in a sexual performance (as such terms are defined in the Penal Code of California); or (b) non-sexual assault, battery, corporal punishment and other non-sexual nonsexual acts of physical, psychological, mental or emotional abuse, humiliation or intimidation (including physical abuse or bullying without regard to whether such physical abuse or bullying is of a sexual nature), and all other non-sexual tortious behavior of any type whatsoever. For the avoidance of doubt, "Abuse" also includes (a) any conduct which would constitute (i) a crime against the person as set forth in part 1, titles 8 and 9 of the Penal Code of California, (ii) incest as defined in section 285 of the Penal Code of California, (iii) use of a minor in a prohibited act as set forth in section 311.4 of the Penal Code of California, or a predecessor statute that prohibited such conduct at the time of the act, and (iv) any offense included in 18 U.S.C. §§ 2251, 2251A, 2252, 2252A, or 2260, and (b) sexually-related injuries, including those stemming from the use of photography, video, or digital media.

2.2.8. "**Action**" means any lawsuit, proceeding, or other action in a court or any arbitration.

2.2.9. "**Administrative Expense Claim**" means any Claim constituting an actual, necessary cost or expense of administering this Chapter 11 Case under sections 503(b)(1) through (8) and 507(a)(2) of the Bankruptcy Code including, (i) any actual and necessary costs and expenses of preserving the Estate, (ii) all compensation and reimbursement of expenses under sections 330 or 503 of the Bankruptcy Code, (iii) any fees or charges assessed against the Estate under section 1930 of chapter 123 of title 28 of the United States Code, and (iv) all Claims arising under section 503(b)(9) of the Bankruptcy Code.

2.2.10. "**Affiliate**" is defined as set forth in section 101(2) of the Bankruptcy Code.

2.2.11. "**Agent**" means any past and present employee, officer, director, agent, shareholder, board member, trustee, administrator, religious brother, clergy, Person bound by a monastic vow, volunteer, attorney, professional, claim handling administrator, and representatives of a Person, in their capacity as such; *provided, however*, that "Agent" shall not include Excluded Parties.

2.2.12. "**AIG**" means Insurance Company of the State of Pennsylvania.

2.2.13. "**Alleged Insured**" has the meaning ascribed to such term in Section 7.3.1 of this Plan.

2.2.14. "**Allianz**" means Interstate Fire and Casualty Company (Allianz).

2.2.15. "**Allowed**" or "**Allowance**" means, with reference to any Claim, proof of which was timely and properly filed or deemed timely filed by a Final Order, or if no Proof of Claim was filed, which has been or hereafter is listed by the Debtor in the Schedules, as liquidated in amount and not disputed or contingent and, in each case, as to which: (i) no objection to allowance has been interposed within the applicable period fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or (ii) an objection has been interposed and such

Claim has been allowed, in whole or in part, by a Final Order. Notwithstanding the foregoing, pursuant to the Trust Distribution Procedures, the Trust Administrator shall have the sole authority to deem any Class 6 Claim a Class 5 Claim.

2.2.16. "**Alter Ego Liability**" means the equitable doctrine under California law allowing courts to disregard the separate legal identity of a corporation and hold its shareholders, members, or affiliated entities personally liable for the corporation's debts or obligations. The definition of "Alter Ego Liability" includes, but is not limited to, the single enterprise rule.

2.2.17. "**Amended Child Safety Policies**" has the meaning ascribed to such term in Section 14.1 of this Plan.

2.2.18. "**Associated Ministries**" means, collectively, the following: (i) Franciscan Renewal Center; (ii) Franciscan School of Theology; (iii) Franciscan Outreach; (iv) Old Mission San Luis Rey; (v) Old Mission Santa Barbara; (vi) Serra Retreat; (vii) St. Anthony's Foundation; (viii) Santa Barbara Mission Archive Library; (ix) San Damiano; (x) St. Francis Center and (xi) St. Francis Retreat.

2.2.19. "**Avoidance Actions**" means any and all rights to recover or avoid transfers or Liens under Chapter 5 of the Bankruptcy Code or otherwise, including sections 506(d), 541, 542, 543, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or otherwise under the Bankruptcy Code or under similar or related state or federal statutes and common law, including, all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims, rights, and causes of action, whether or not litigation has been commenced as of the Effective Date to prosecute such Avoidance Actions; subject, however, to any releases thereof provided in this Plan, the Confirmation Order, or any other Final Order of the Bankruptcy Court.

2.2.20. "**Bankruptcy Court**" means the United States Bankruptcy Court for the Northern District of California and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom, or any successor thereto that may be established by any act of Congress, or otherwise, and which has competent jurisdiction over this Chapter 11 Case or this Plan; *provided, however*, that to the extent the reference under United States District Court, Northern District of California General Order No. 24 is withdrawn with respect to any proceeding arising from or related to the Bankruptcy Case, the term "Bankruptcy Court" shall also include the District Court.

2.2.21. "**Bar Date**" means August 30, 2024, at 11:59 p.m.

2.2.22. "**Barred Claim**" means a Channeled Claim (specifically including, but not limited to, all Consenting Class 5 Claims, Consenting Class 6 Claims, Medicare Claims, and Extra-Contractual Claims), Non-Consenting Class 5 Claim, Non-Consenting Class 6 Claim, Abuse Action, Related Insurance Claim, Insurer Contribution Claim, Inbound Contribution Claim, Direct Action Claim, and every other Claim that (a) is under, arises out of, relates (directly or indirectly) to, or connects in any way with an Abuse Claim or any of the Settling Insurer Policies or (b) is released pursuant to any Insurance Settlement Agreement. For the avoidance of doubt, "Barred Claim" includes all Claims exempted from the injunctions (including the Channeling Injunction) set forth in the Plan.

2.2.23. "**Bequest**" means any bequest, donation, gift, transfer or assignment of any asset or assets (including without limitation of cash, real or personal property, causes of action, claims, rights, interests in or ownership of any Entity, or any other assets of any kind or character) to or for the benefit of the Debtor.

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

2.2.25. "**Channeled Claim(s)**" means any Abuse Claim, Inbound Contribution Claim, Medicare Claim, Extra-Contractual Claim, or any other Claim against any Released Party arising from or related in any way to an Abuse Claim or any of the Settling Insurer Policies, whenever and wherever arising or asserted, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, including without limitation all Claims by way of direct action, subrogation, contribution, indemnity, alter ego, statutory or regulatory action, or otherwise, Claims for exemplary or punitive damages, for attorneys' fees and other expenses, or for any equitable remedy, *provided, however*, that "Channeled Claims" shall not include any Claim exempted from the injunctions set forth in Section 12.3.3 of the Plan pursuant to Section 12.3.4 of the Plan. For the avoidance of doubt (i) a Channeled Claim includes any Claim against a Released Party based on allegations that it is an alter ego of the Debtor or a Person that is not a Released Party or that the Released Party's corporate veil should be pierced on account of Claims against the Debtor or a Person that is not a Released Party or based on any other theory under which the legal separateness of any Person and any other Person may be disregarded to impose liability for a Claim on either such Person, and (ii) notwithstanding anything to the contrary herein, Channeled Claims do not include any Claims to the extent they are asserted against Excluded Parties or Non-Settling Insurers; *provided*, *however*, any Claims that assert liability against an Excluded Party or Non-Settling Insurer in conjunction with Released Party shall be Channeled Claims as to such Released Party.

2.2.26. "**Channeling Injunction**" means the injunction contained in Section 12.3.3 of this Plan.

2.2.27. "**Chapter 11 Case**" means the case under Chapter 11 of the Bankruptcy Code commenced in the Bankruptcy Court by The Franciscan Friars of California, Inc. on December 31, 2023, Case No. 23-41723 WJL.

2.2.28. "**Claim**" means (i) a claim as that term is defined in section 101(5) of the Bankruptcy Code or (ii) any claim, Action, assertion of right, complaint, cross-complaint, counterclaim, liabilities, obligations, rights, request, allegation, mediation, litigation, direct action, administrative proceeding, cause of action, Lien, encumbrance, indemnity, equitable indemnity, right of subrogation, equitable subrogation, defense, 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, order, affirmative defense, writ, demand, inquiry, request, directive, obligation, Proof of Claim in a bankruptcy case 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 (to the extent it arises prior to the Effective Date) 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, under the Bankruptcy Code, or otherwise, whether compromised, settled or reduced to a consent judgment 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. The term "Claim" includes any Claim based on allegations that an Entity is an alter ego of another Entity, that an Entity's corporate veil should be pierced on account of Claims against another Entity or Claims based on any other theory under which the legal separateness of any Entity and any other Entity may be disregarded to impose liability for a Claim on either such Entity.

2.2.29. "**Claimant**" means a Person who holds a Claim.

2.2.30. "**Class 5 Claim**" means an Abuse Claim other than an Unknown Abuse Claim.

2.2.31. "**Class 6 Claim**" means an Unknown Abuse Claim.

2.2.32. "**Class**" means a grouping of substantially similar Claims for common treatment thereof pursuant to the terms of this Plan.

2.2.33. "**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.

2.2.34. "**Committee**" has the meaning ascribed to it in Section I of this Plan.

2.2.35. "**Confirmation Date**" means the date the Confirmation Order is entered by the clerk of the Bankruptcy Court on the Bankruptcy Court's docket.

2.2.36. "**Confirmation Hearing**" means the hearing on confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code.

2.2.37. "**Confirmation Order**" means the order entered by the Bankruptcy Court confirming the Plan in accordance with Chapter 11 of the Bankruptcy Code.

2.2.38. "**Consenting Class 5 Claim Release Agreement**" means an agreement, to be executed by a Consenting Class 5 Claimant as a condition to receiving any Distribution from the Trust, under which such Consenting Class 5 Claimant (i) releases the Debtor and the other Released Parties from all Claims held by such Consenting Class 5 Claimant in accordance with the terms of this Plan and (with respect to the Settling Insurer Releasees) the Insurance Settlement Agreements and (ii) agrees to dismiss, with prejudice, upon the occurrence of the applicable Abuse Claim Discharge Date, any pending Action against the Debtor and/or any other Released Parties; *provided* that any Settling Insurer Releasee shall be dismissed, with prejudice, upon payment by the applicable Settling Insurer of the Insurance Settlement Amount. The Consenting Class 5 Claim Release Agreement must be in a form acceptable to the Plan Proponents and Settling Insurers and is attached as Exhibit 2.2.38.

2.2.39. "**Consenting Class 5 Claim**" means an Abuse Claim held by a Consenting Class 5 Claimant.

2.2.40. "**Consenting Class 5 Claimant**" means any Holder of a Class 5 Claim who has consented to the Channeling Injunction and release provisions of this Plan. Consent shall be conclusively presumed if an Abuse Claimant (i) submits an Abuse Claim Ballot consenting to the releases and injunctions contemplated in this Plan by checking the appropriate box in the Abuse Claim Ballot (ii) returns an Abuse Claim Ballot but fails to elect to be either a Consenting Class 5 Claimant or a Non-Consenting Class 5 Claimant or (iii) executes a Consenting Class 5 Claim Release Agreement.

2.2.41. "**Consenting Class 5 Litigation Claim Agreement**" means an agreement, in the form attached as Exhibit 2.2.41, pursuant to which a Consenting Class 5 Claimant informs the

Trust Administrator that he or she will seek to pursue an Abuse Claim against the Debtor, a Protected Party, and/or any other defendant in a court of competent jurisdiction in accordance with the terms of this Plan (and subject in all respects to the Insurance Settlement Approval Order(s) and Settling Insurer Injunction). The Consenting Class 5 Litigation Claim Agreement must be in a form acceptable to the Plan Proponents and Settling Insurers and shall provide: (i) that the Consenting Class 5 Litigation Claimant may pursue his or her Consenting Class 5 Litigation Claim solely for the purposes of (a) determining any liability that the Debtor and/or any Protected Party may have with respect to such Consenting Class 5 Litigation Claim, (b) determining the amount of that liability, and (c) pursuing Coverage Claims against Non-Settling Insurers; (ii) any award obtained in respect of such Consenting Class 5 Litigation Claim may not be enforced (a) against any Released Party, (b) in any manner that violates the Settling Insurer Injunction, any Insurance Settlement Agreement, or the Insurance Settlement Approval Order(s); (iii) all Claims held by such Consenting Class 5 Litigation Claimant against the Debtor or any Released Party shall automatically and without further action be fully released and discharged upon the occurrence of the applicable Abuse Claims Discharge Date, except that such release and discharge with respect to the Settling Insurer Releasees shall be effective upon payment by the applicable Settling Insurer of the Insurance Settlement Amount; and (iv) each of the Released Parties is an intended third party beneficiary of such Consenting Class 5 Litigation Claim Agreement.

2.2.42. "**Consenting Class 5 Litigation Claim Award**" means a judgment or verdict determining that the Debtor and/or any Protected Party is/are liable to a Consenting Class 5 Litigation Claimant on account of a Consenting Class 5 Litigation Claim.

2.2.43. "**Consenting Class 5 Litigation Claim**" means an Abuse Claim held by a Consenting Class 5 Litigation Claimant, which may be litigated against the Debtor and/or a Protected Party solely in accordance with this Plan and the Trust Documents (and subject in all respects to the Insurance Settlement Approval Order(s)).

2.2.44. "**Consenting Class 5 Litigation Claimant**" means any Consenting Class 5 Claimant whose Abuse Claim alleges Abuse, at least in part, during the policy period(s) of any Non-Settling Insurer Policies and who elects to liquidate their Abuse Claim in accordance with this Plan and the Trust Documents for the purpose of collecting against Non-Settling Insurers by executing a Consenting Class 5 Claim Litigation Agreement.

2.2.45. "**Consenting Class 6 Claim Release Agreement**" means an agreement, to be executed by a Consenting Class 6 Claimant as a condition to receiving any Distribution from the Trust, under which such Consenting Class 6 Claimant (i) releases the Debtor and the other Released Parties from all Claims held by such Consenting Class 6 Claimant in accordance with the terms of this Plan and (with respect to the Settling Insurer Releasees) the Insurance Settlement Agreements and (ii) agrees to dismiss, with prejudice, upon the occurrence of the applicable Abuse Claim Discharge Date, any pending Action against the Debtor and/or any other Released Parties; *provided* that any Settling Insurer Releasee shall be dismissed, with prejudice, upon payment by the applicable Settling Insurer of the Insurance Settlement Amount. The Consenting Class 6 Claim Release Agreement must be in a form acceptable to the Plan Proponents and Settling Insurers and is attached as Exhibit 2.2.45.

2.2.46. "**Consenting Class 6 Claim**" means an Abuse Claim held by a Consenting Class 6 Claimant.

2.2.47. "**Consenting Class 6 Claimant(s)**" means all Holders of Class 6 Claims deemed to have consented to the Channeling Injunction and release provisions of this Plan if the Unknown Abuse Claimants Representative elects to treat Class 6 Claims as Consenting Class 6 Claims as provided for in Section 3.3.4 of this Plan.

2.2.48. "**Contribution**" has the meaning ascribed to such term in Section 8.2.6 of this Plan.

2.2.49. "**Coverage Claims**" means all Claims against a Non-Settling Insurer under or relating to the insurance policies issued by such Non-Settling Insurer to the Debtor and/ or any Protected Party. For the avoidance of doubt, "Coverage Claims" includes all Claims against any Non-Settling Insurer seeking any type of relief under or relating to the Non-Settling Insurer Insurance Policies other than coverage or benefits, including, but not limited to, Claims for compensatory, exemplary, or punitive damages, or attorneys' fees, interests, costs or any other type of Claim with respect to (i) any Non-Settling Insurer Insurance Policy; (ii) any Claim allegedly or actually covered under any Non-Settling Insurer Insurance Policy or (iii) the conduct of a Non-Settling Insurer with respect to (i) or (ii). "Coverage Claims" include all Claims relating to the Non-Settling Insurers' handling of any Claim under the Non-Settling Insurer Insurance Policies and conduct in engaging in any settlement negotiations related to any Claim. For the avoidance of doubt, Claims against Settling Insurers are not "Coverage Claims."

2.2.50. "**Creditor**" means any person that has a Claim against the Debtor that arose on or before the Petition Date or a Claim against the Debtor's estate of any kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code. This includes all Persons holding Claims against the Debtor.

2.2.51. "**Debtor Cash Contribution**" means $5,800,000.00, to be contributed by the Debtor to the Trust on the Effective Date and used in accordance with this Plan and the Trust Documents.

2.2.52. "**Debtor**" has the meaning ascribed to such term in Section I of this Plan.

2.2.53. "**Definitorium**" means the leadership of the Province of St. Barbara elected by its friars consisting of the Provincial Minister, Provincial Vicar and the Definitors who serve as advisors to the Provincial.

2.2.54. "**Direct Action Claim**" means any Claim by any Person against a Settling Insurer identical or similar to, or relating to, any Abuse Claim, whether arising by contract, in tort or under the laws of any jurisdiction, including California Insurance Code § 11580 and any other statute that gives a third-party a direct cause of action against an insurer.

2.2.55. "**Disbursing Agent**" has the meaning ascribed to such term in Section 9.1 of this Plan.

2.2.56. "**Disclosure Statement**" means the Disclosure Statement filed by the Debtor under section 1125, *et seq*. of the Bankruptcy Code.

2.2.57. "**Distribution**" means any payment to the Holder of an Allowed Claim as provided in this Plan.

2.2.58. "**Effective Date**" means the date on which all of the conditions to Confirmation and conditions to the Effective Date have been satisfied or waived in accordance with the requirements of Article XI of this Plan.

2.2.59. "**Enjoined Party**" means all Persons who have held, hold, or may hold Claims or causes of action that have been released or discharged or are subject to exculpation, the Channeling Injunction, or the Settling Insurer Injunction, pursuant to the Plan, the Confirmation Order, or any Insurance Settlement Approval Order.

2.2.60. "**Entity**" is defined as set forth in section 101(15) of the Bankruptcy Code.

2.2.61. "**Estate**" means the bankruptcy estate of the Debtor created under section 541 of the Bankruptcy Code.

2.2.62. "**Excluded Party**" means (i) any individual who personally committed an act of Abuse that resulted or would result in an Abuse Claim against the Debtor or any Protected Party, but solely in his or her capacity as an abuser; (ii) Joint Tortfeasors, unless such Joint Tortfeasor is identified as a Protected Party or a Released Party in the Plan Documents, (iii) a successor or predecessor of the Debtor to the extent of such successor's or predecessor's independent liability for an act or acts of Abuse, (iv) the Holy See and (v) any religious order or other Entity that is an Affiliate of or associated with the Roman Catholic Church (other than the Debtor, the Reorganized Debtor and the Protected Parties); *provided, however*, that neither of the following is an "Excluded Party": (a) any Person claiming to be an insured (as a named insured, additional insured, or otherwise) under any of the Settling Insurer Policies, and/or (b) any Person who has actually or allegedly acquired or been assigned the right to make a Claim for coverage under any of the Settling Insurer Policies.

2.2.63. "**Exculpated Party**" or "**Exculpated Parties**" means: (i) the Debtor; (ii) the Reorganized Debtor; (iii) the Debtor's Professionals; (iv) the Definitorium, solely in its capacity as an oversight board of the Debtor; (v) the Committee; (vi) the Committee's Professionals; (vii) the Mediator, and (viii) the Protected Parties ; *provided, however*, that notwithstanding anything to the contrary herein, no Excluded Party may be an Exculpated Party.

2.2.64. "**Extra-Contractual Claim(s)**" means any Claim against any Settling Insurer Releasee seeking any type of relief under or with respect to the Insurance Policies other than coverage or benefits. "Extra-Contractual Claims" include Claims for compensatory, exemplary, or punitive damages, or attorneys' fees, interests, costs or any other type relief, alleging any of the following with respect to (a) any Insurance Policy; (b) any Claim allegedly or actually covered under an Insurance Policy; or (c) the conduct of a Settling Insurer Releasee with respect to (a) or (b): (i) bad faith; (ii) failure to provide insurance coverage under any Insurance Policy, including any failure to investigate or to provide a defense or adequate defense; (iii) failure or refusal to compromise and settle any Claim insured under any Insurance Policy; (iv) failure to act in good faith; (v) violation or breach of any covenant or duty of good faith and fair dealing, whether express, implied, or otherwise; (vi) violation of any state insurance codes, state surplus lines statutes or similar codes or statutes; (vii) violation of any unfair claims practices act or similar statute, regulation or code, including any statute, regulation, or code relating to unlawful, unfair, or fraudulent competition, business, or trade practices, and/or untrue or misleading advertising; (viii) any type of misconduct; or (ix) any other act or omission of any type by any Settling Insurer Releasee for which the claimant seeks relief other than coverage or benefits under an Insurance Policy. "Extra-Contractual Claims" further include all Claims relating to a Settling Insurer Releasee's (x) handling of any Claim under the Insurance Policies, (y) conduct in negotiating the Insurance Settlement Agreements and/or the Plan, and (z) conduct in the settlement of any Claims.

2.2.65. "**Fee Notice**" has the meaning ascribed to such term in Section 6.3.4 of this Plan.

2.2.66. "**Final Decree**" means the decree contemplated under Bankruptcy Rule 3022.

2.2.67. "**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 without a stay. If any appeal of the Confirmation Order becomes equitably moot, 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.

2.2.68. "**Franciscan Charities**" means Franciscan Charities Inc.

2.2.69. "**Franciscan Ministries**" means Franciscan Ministries Inc.

2.2.70. "**General Unsecured Claim**" means any Claim against the Debtor that arose or is deemed by the Bankruptcy Code or Bankruptcy Court, as applicable, to have arisen before the Petition Date and that is not: (i) an Administrative Expense Claim, (ii) a Priority Tax Claim, (iii) a Non-Tax Priority Claim, (iv) a Secured Claim, (v) an Abuse Claim; (vi) an Unknown Abuse Claim or (vii) a Class 8 Non-Abuse Litigation Claim.

2.2.71. "**Gibson Mine**" means that certain patented lode mining claim situated in Gila County, Arizona more particularly described as follows: Lode Mining Claim designated by the Surveyor-General as Mineral Survey Map No. 2964, being a portion of Sections 20, 21, 28 and 29, Township 1 South, Range 14 East, Gila and Salt River Base and Meridian, Gila County, Arizona, the Globe Mining District, situated in Gila County, Arizona.

2.2.72. "**Great American**" means Great American Insurance Company and Agricultural Excess and Surplus Lines Insurance Company (Great American).

2.2.73. "**Holder**" means the beneficial holder of any Claim.

2.2.74. "**Inbound Contribution Claims**" means any Claim against the Debtor or any Protected Party asserting rights of contribution, indemnity, equitable indemnity, subrogation, equitable subrogation, allocation, reallocation, reimbursement, or any other direct, indirect or derivative recovery, arising from or related to any Abuse Claim.

2.2.75. "**Indemnified Claims**" means any and all of the following: (a) Channeled Claims; (b) Barred Claims; and (c) any other Claim that (i) is under, arises out of, relates (directly or indirectly to), or connects in any way with the Settling Insurer Policies or (ii) was otherwise released in any Insurance Settlement Agreement, including all such Claims made by (x) any Person claiming to be an insured (as a named insured, additional insured, or otherwise) under any of the Settling Insurer Policies, (y) any Person who has made, will make, or can make or assert an Abuse Claim or Related Insurance Claim, and (z) any Person who has actually or allegedly acquired or been assigned the right to make a Claim under any of the Settling Insurer Policies.

2.2.76. "**Insurance Policy**" means any known or unknown contract, binder, certificate, or policy of insurance or certificate of liability coverage that any Insurer issued, subscribed any interest in, or has underwritten any risk in, in effect on or before the Effective Date, which actually, allegedly, or potentially provides liability coverage for the Debtor or any Protected Party.

2.2.77. "**Insurance Settlement Agreement**" means (i) a settlement agreement among the Debtor, any applicable Protected Parties, and a Settling Insurer and (ii) following the Effective Date, a Trust Insurance Settlement Agreement. The Debtor may not enter into any Insurance Settlement Agreement prior to the Effective Date without the Committee's consent.

2.2.78. "**Insurance Settlement Amount**" means the amount to be paid by a Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement.

2.2.79. "**Insurance Settlement Approval Order**" means, with respect to any Insurance Settlement Agreement, the Final Order approving such Insurance Settlement Agreement in accordance with the terms thereof.

2.2.80. "**Insurer 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 Settling Insurer for the payment of money where such Insurer contends that it has paid more than its equitable or proportionate share of an Abuse Claim.

2.2.81. "**Insurer**" means a Person that has, or is alleged to have, issued, subscribed any interest in, assumed any liability for, or underwritten any risk in any Insurance Policy, whether or not a regulated insurance company, along with all Affiliates, successors, assigns, and Agents of such Person.

2.2.82. "**Joint Tortfeasor**" means any Person, other than the Debtor or a Protected Party, who is alleged to be a joint tortfeasor with the Debtor and/or any Protected Party in connection with the Abuse or alleged Abuse giving rise to an Abuse Claim.

2.2.83. "**Lien**" means any mortgage, pledge, deed of trust, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, including any "lien" as defined in section 101(37) of the Bankruptcy Code, or a conditional sale contract, title retention contract or other contract to give any of the foregoing.

2.2.84. "**Mediator**" means Mark G. Worischeck, Esq.

2.2.85. "**Medicaid**" means medical assistance provided under a state plan approved under title XIX of the Social Security Act.

2.2.86. "**Medicare Beneficiary**" means an individual who is entitled to Medicare benefits and/or who has been determined to be eligible for Medicaid.

2.2.87. "**Medicare Claims**" means all Claims by CMS, and/or any Agent or successor of CMS, charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA or pursuing Claims under MSPA, relating to any payments in respect of any Abuse Claims, including Claims for reimbursement of payments made to Abuse Claimants who recover or receive any Distribution from the Trust, and Claims relating to reporting obligations.

2.2.88. "**Medicare Eligible**" means an Abuse Claimant who is eligible to receive, is receiving, or has received Medicare benefits.

2.2.89. "**Medicare Secondary Payor Act**" or "**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.

2.2.90. "**Medicare**" means the health insurance program for the aged and disabled under title XVIII of the Social Security Act.

2.2.91. "**MMSEA**" means section 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 MSPA.

2.2.92. "**Non-Abuse Litigation Claims**" means Claims arising out of the Debtor's alleged misconduct prior to the Confirmation Date unrelated to Abuse.

2.2.93. "**Non-Consenting Class 5 Claim Release Agreement**" means an agreement, in the form attached as Exhibit 2.2.93**,** releasing the Debtor and Settling Insurers from any and all Abuse Claims held by a Non-Consenting Class 5 Claimant in accordance with the terms of this Plan, to be executed by each Non-Consenting Class 5 Claimant as a condition of receiving any Distribution.

2.2.94. "**Non-Consenting Class 5 Claim**" means an Abuse Claim held by a Non-Consenting Class 5 Claimant.

2.2.95. "**Non-Consenting Class 5 Claimant**" means the Holder of a Class 5 Abuse Claim who has not affirmatively consented to the Channeling Injunction and releases provided for in this Plan as set forth in Section 3.3.3.3 of this Plan or any Order of the Bankruptcy Court setting forth the requirements for being a Consenting or Non-Consenting Class 5 Claimant. A Non-Consenting Class 5 Claimant may become a Consenting Class 5 Claimant by means of the procedure set forth in Section 3.3.3.3(d) of this Plan.

2.2.96. "**Non-Consenting Class 6 Claim Release Agreement**" means an agreement, in the form attached as Exhibit 2.2.96**,** releasing the Debtor and the Settling Insurers from any and all Abuse Claims held by a Non-Consenting Class 6 Claimant in accordance with the terms of this Plan, to be executed by each Non-Consenting Class 6 Claimant as a condition of receiving any Distribution.

2.2.97. "**Non-Consenting Class 6 Claim**" means an Abuse Claim held by a Non-Consenting Class 6 Claimant.

2.2.98. "**Non-Consenting Class 6 Claimant**" means the Holder of Class 6 Claim if the Unknown Abuse Claimants Representative elects that Class 6 Claimants do not consent to having their Claim(s) released and enjoined under the Channeling Injunction as contemplated in this Plan.

2.2.99. "**Non-Debtor Affiliates Cash Contribution**" means $14,200,000.00 to be contributed by the Non-Debtor Affiliates to the Trust on the Effective Date and used in accordance with this Plan and the Trust Documents.

2.2.100. "**Non-Debtor Affiliates**" means the following entities: (i) the Associated Ministries; (ii) Franciscan Charities and (iii) Franciscan Ministries.

2.2.101. "**Non-Settling Insurer Policy Claim**" means any Claim for which the Debtor or a Protected Party is covered or allegedly covered by a Non-Settling Insurer Policy.

2.2.102. "**Non-Settling Insurer Policy**" means any Insurance Policy where a Non-Settling Insurer has a duty or obligation to provide coverage to the Debtor and/or any Protected Party. For the avoidance of doubt, no Settling Insurer Policy is a Non-Settling Insurer Policy.

2.2.103. "**Non-Settling Insurer**" means any Insurer that is not a Settling Insurer.

2.2.104. "**Payment Obligations**" has the meaning ascribed to such term in Section 8.2.6 of this Plan.

2.2.105. "**Person**" is defined as set forth in section 101(41) of the Bankruptcy Code and further includes all Entities.

2.2.106. "**Petition Date**" means December 31, 2023.

2.2.107. "**Plan Documents**" means, collectively: (i) this Plan; (ii) the Plan Supplement(s); (iii) the Disclosure Statement; (iv) the Trust Documents; (v) all of the exhibits and schedules attached to any of the foregoing and (vi) any other document or instrument necessary to implement this Plan.

2.2.108. "**Plan Proponents**" has the meaning ascribed to such term in Section I of this Plan.

2.2.109. "**Plan Supplement(s)**" means any supplements to this Plan containing exhibits and/ or schedules to this Plan, which may be filed in accordance with the terms of this Plan.

2.2.110. "**Plan**" has the meaning ascribed to such term in Section I of this Plan.

2.2.111. "**Post Effective Date Costs Reserve**" means the separate, segregated account created by the Trust Administrator to be funded with $600,000.00 to fund the fees and expenses reasonably incurred by the Debtor, the Reorganized Debtor, or the Protected Parties in connection with performing any of their respective duties or obligations under this Plan with respect to any Abuse Claims, including, in connection with (a) any attempt by an Consenting Class 5 Litigation Claimant to enforce or recover insurance claims against Non-Settling Insurers, (b) responding to and defending against any legal action taken by any Consenting Class 5 Litigation Claimant with respect to Abuse Claims; or (c) upon request by the Trust Administrator or the Abuse Claims Reviewer, assisting with the administration of the Trust Distribution Procedures.

2.2.112. "**Post Effective Date Costs**" has the meaning ascribed to such term in Section 6.3 of this Plan.

2.2.113. "**Priority Non-Tax Claim**" means a Claim entitled to priority under sections 507(a)(2), (3), (4), (5), (6) or (7) of the Bankruptcy Code, but only to the extent it is entitled to priority in payment under any such subsection.

2.2.114. "**Priority Tax Claim**" means any Claim entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code, but only to the extent it is entitled to priority under such subsection.

2.2.115. "**Professional Fee Claim**" means a Claim against the Debtor for compensation for legal or other professional services and related reimbursement of expenses under sections 327, 328, 330(a), 331 or 503(b) of the Bankruptcy Code and shall include the fees and expenses of the Mediator.

2.2.116. "**Professionals**" means all professionals employed in this Chapter 11 Case pursuant to sections 327, 328 or 1103 of the Bankruptcy Code.

2.2.117. "**Proof of Claim**" means a proof of Claim filed pursuant to Bankruptcy Code section 501 and/or pursuant to any order of the Bankruptcy Court, together with supporting documents, including any amendments.

2.2.118. **"Protected Parties**" means all Entities listed on Exhibit 2.2.118; *provided, however,* that the Non-Debtor Affiliates are not a Protected Party unless and until they irrevocably make the Non-Debtor Affiliates Cash Contribution to the Trust.Neither the Debtor, the Reorganized Debtor nor any Settling Insurer is a Protected Party.

2.2.119. "**Reduction Amount**" has the meaning ascribed to it in Section 7.3.1 of this Plan.

2.2.120. "**Related Insurance Claim**" means: (a) all Claims, causes of action and enforceable rights against any Settling Insurer Releasee, whether sounding in contract, tort, or otherwise, including equity and bad faith, held by the Debtor, any Protected Party, or any Abuse Claimant (whether a Consenting Class 5 Claimant, a Non-Consenting Class 5 Claimant, a Consenting Class 6 Claimant, or a Non-Consenting Class 6 Claimant) for any reason related to any Abuse Claim asserted or alleged against the Debtor or any Protected Party (whether a

Consenting Class 5 Claim, a Non-Consenting Class 5 Claim, a Consenting Class 6 Claim, or a Non-Consenting Class 6 Claim), including those for (i) indemnity and payment of any such Abuse Claim; (ii) any failure or refusal to provide insurance coverage for any such Abuse Claim under any Insurance Policy; (iii) any tortious or wrongful claims handling including the failure or refusal to timely compromise and settle any such Abuse Claims against the Debtor or any Protected Party pursuant to any Insurance Policy; (iv) to the extent not otherwise encompassed by section (iii) above, failure or refusal to reasonably settle such Abuse Claims; and (v) the interpretation or enforcement of the terms of any Insurance Policy as it pertains to any of the foregoing; (b) all Extra-Contractual Claims against any Settling Insurer Releasee; and (c) all other Claims and causes of action against any Settling Insurer Releasee that are under, arise out of, relate (directly or indirectly) to, or connect in any way with any Insurance Policy.

2.2.121. "**Released Party**" means: (i) the Debtor; (ii) the Reorganized Debtor; (iii) the Protected Parties; and (iv) each Settling Insurer Releasee; *provided* that a Settling Insurer Releasee other than a Settling Insurer shall be a Released Party only to the extent that such Settling Insurer Releasee's liability is under, arises out of, relates (directly or indirectly) to, or connects in any way with the Settling Insurer Policies or otherwise from liabilities covered by the Settling Insurer Policies. Notwithstanding anything to the contrary in the foregoing, "Released Parties" shall not include Excluded Parties unless such Entity is identified as a Protected Party on Exhibit 2.2.118.

2.2.122. "**Releasing Party**" means all Holders of Channeled Claims and any Persons listed on Exhibit 2.2.122 of this Plan, which will be filed as a Plan Supplement, as may be amended prior to the Confirmation Date.

2.2.123. "**Reorganized Debtor**" means the Franciscan Friars of California, Inc. as it exists on and after the Effective Date.

2.2.124. "**Revested Assets** means any and all assets, other than the Debtor Cash Contribution, owned by the Debtor, including, but not limited to: (i) all prepetition, postpetition and post-Effective Date Bequests; (ii) all real property titled in the name of the Debtor; (iii) the Gibson Mine and (iv) all rights with respect to any Avoidance Actions or other causes of action belonging to the Debtor or its Estate, which shall revest in the Reorganized Debtor on the Effective Date. Notwithstanding the above, "Revested Assets" do not include any Avoidance Actions or other causes of action that the Debtor, the Reorganized Debtor, or the Estate may have against a Protected Party or Settling Insurer Releasee.

2.2.125. "**San Damiano Retreat Center**" means the San Damiano Retreat Center and land located at 710 Highland Drive, Danville, CA 94526.

2.2.126. "**Schedules**" means the schedules, statements, and lists filed by the Debtor with the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as they have been amended or supplemented from time to time.

2.2.127. "**Serra Retreat Center**" means the Serra Retreat Center, 3401 Serra Road, Malibu, CA 90265, Assessor's Information Number 4452-014-064.

2.2.128. "**Settling Insurer Injunction**" means the permanent injunction provided for in the Insurance Settlement Approval Order(s) and incorporated by reference in Section 12.3.5 of this Plan.

2.2.129. "**Settling Insurer Policy**" means each Insurance Policy (or the coverage part(s) of such policy) that is canceled, settled, or sold back to a Settling Insurer pursuant to the Insurance Settlement Agreement with such Settling Insurer.

2.2.130. "**Settling Insurer Releasee**" means each Settling Insurer and each of their respective past and present parents, subsidiaries, affiliates, and divisions solely in their respective capacity as such; each of the foregoing Persons' respective past and present parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; each of the foregoing Persons' respective past and present directors, officers, shareholders, employees, partners, principals, agents, attorneys, joint ventures, joint venturers, representatives, and claims handling administrators solely in their respective capacities as such; and each of the foregoing Persons' respective predecessors, successors, assignors, and assigns, whether known or unknown, solely in their capacities as such, and all Persons acting on behalf of, by, through, or in concert with them. For the avoidance of doubt, "Settling Insurer Releasee" includes each Settling Insurer's: (a) predecessors, successors, assigns, and present and former shareholders, members, affiliates, subsidiaries, employees, agents, brokers, adjusters, managing agents, claims agents, underwriting agents, administrators, officers, directors, trustees, partners, attorneys, financial advisors, accountants, and consultants, each in their capacities solely as such; and (b) reinsurers and retrocessionaires, solely in their capacities as such, with respect to the Insurance Policies.

2.2.131. "**Settling Insurer Reserve**" means the reserved funds set aside for Indemnified Claims in accordance with the Insurance Settlement Agreements. The Settling Insurer Reserve shall be established in a subaccount segregated from any other Trust Reserve account. The amount and structure of the Settling Insurer Reserve will be set forth in the Trust Agreement and shall be acceptable to the Settling Insurers and Committee.

2.2.132. "**Settling Insurer(s)**" means (i) Zurich, (ii) Great American, (iii) Allianz, (iv) Transcontinental, (v) AIG and (vi) any other Insurer that is party to an Insurance Settlement Agreement with the consent of the Committee, or, after the Effective Date, the Trust Administrator and the Debtor.

2.2.133. "**Substantive Consolidation**" means the equitable power recognized within the Ninth Circuit allowing a bankruptcy court to combine the assets and liabilities of separate and distinct—but related—legal entities into a single pool, treating them as though they belong to a single entity.

2.2.134. "**Tax Code**" means the Internal Revenue Code of 1986, as amended.

2.2.135. "**Transcontinental**" means Transcontinental Insurance Company.

2.2.136. "**Treasury Regulations**" means the regulations promulgated under the Tax Code.

2.2.137. "**Trust Administrator**" means the Person appointed by the Committee as the Trust Administrator of the Trust in accordance with the terms of this Plan, the Confirmation Order, and the Trust Agreement, or any successor appointed in accordance with such terms thereafter. The initial Trust Administrator will be identified in a Plan Supplement, which shall be filed on or before 21 days prior to the deadline to object to confirmation of this Plan, unless otherwise ordered by the Bankruptcy Court.

2.2.138. "**Trust Advisory Committee**" means the committee established pursuant to this Plan and the Trust Agreement, having the powers, duties and obligations set forth in this Plan and the Trust Agreement.

2.2.139. "**Trust Agreement**" means the "Franciscan Friars of California, Inc. Trust Agreement" establishing the Trust as may be amended, attached to this Plan as Exhibit 2.2.139. The Trust Agreement shall be in form and substance acceptable to the Settling Insurers and Committee.

2.2.140. "**Trust Assets**" means the Debtor Cash Contribution, the Non-Debtor Affiliates Cash Contribution, 50% of any proceeds derived from, arising out of, or in connection with any transaction related to the Gibson Mine and any other assets and/ or other property to be transferred to the Trust under this Plan or otherwise acquired by the Trust following the Effective Date, together with any proceeds thereof. For avoidance of doubt, the Trust Assets shall specifically exclude: (a) the Revested Assets, which the Reorganized Debtor shall take title to on and after the Effective Date; (b) the Settling Insurer Policies and all Claims settled, sold back, and/or released pursuant to an Insurance Settlement Agreement (including, for the avoidance of doubt, all Related Insurance Claims); and (c) any Non-Settling Insurer Policy and any rights of an insured person thereunder (except that the Trust shall have the right to negotiate and enter into such settlements with any Non-Settling Insurers as it may reasonably request the Debtor and the applicable Non-Debtor Affiliates to enter, which settlement(s) will contain customary provisions that are included in similar settlement agreements entered in diocesan bankruptcies).

2.2.141. "**Trust Distribution Plan**" means the Trust Distribution Plan attached to this Plan as Exhibit 2.2.141.

2.2.142. "**Trust Distribution Procedures**" means the procedures set forth in the Trust Distribution Plan to be implemented by the Trust Administrator pursuant to the terms and conditions of this Plan and the Trust Agreement to resolve, liquidate, and pay (if entitled to payment) Allowed Class 5 and Class 6 Claims as and to the extent set forth in such procedures.

2.2.143. "**Trust Documents**" means the Trust Agreement and the Trust Distribution Plan together with such additional documents as may be executed in connection with the Trust Agreement.

2.2.144. "**Trust Expense Reserve**" means that portion of the Trust Reserve established by the Trust Administrator exclusively for payment of Trust Expenses.

2.2.145. "**Trust Expenses**" means the costs and expenses of administering the Trust, including, without limitation, payments due to the Trust Administrator and its professionals and any other costs and expenses reasonably projected to be incurred by the Trust.

2.2.146. "**Trust Insurance Settlement Agreement**" means any Insurance Settlement Agreement entered into between the Trust Administrator, on behalf of the Trust, and any Non-Settling Insurer, following the occurrence of the Effective Date. To the extent necessary to effectuate a Trust Insurance Settlement Agreement, the Debtor, Reorganized Debtor, and/or Protected Parties, as the case may be, shall execute the Trust Insurance Settlement Agreement, which shall contain customary provisions included in similar insurance settlement agreements entered into in other Catholic abuse-related bankruptcies.

2.2.147. "**Trust Reserve(s)**" means the (i) Defense Cost Reserve, (ii) Trust Expense Reserve, (iii) Unknown Abuse Claims Reserve, (iv) Settling Insurer Reserve, and (v) any other reserve created by the Trust Administrator to assure the Trust's future performance of its financial obligations.

2.2.148. "**Trust**" means the trust to be established pursuant to this Plan and the Trust Agreement for the satisfaction of all Abuse Claims.

2.2.149. "**U.S. Trustee Fees**" means any and all fees payable to the U.S. Trustee pursuant to section 1930 of title 28 of the Bankruptcy Code and any interest thereupon.

2.2.150. "**U.S. Trustee**" means the Office of the United States Trustee for Region 17, which includes the Northern District of California.

2.2.151. "**Unknown Abuse Claim**" means any Claim against the Debtor, the Reorganized Debtor, or any Protected Party based on Abuse that occurred on or before the Effective Date and for which (i) no Proof of Claim is filed or deemed timely filed on or before the Bar Date, (ii) a timely Abuse Action has not been commenced on or before the Effective Date, or (iii) a Proof of Claim and/or Abuse Action is not otherwise deemed timely filed as of the Effective Date pursuant to this Plan or by order of the Bankruptcy Court. For the avoidance of doubt, and notwithstanding anything to the contrary herein, "Unknown Abuse Claim" includes any Abuse Claim revived pursuant to any law, statute, or binding precedential decision passed or issued on or after the Effective Date that extends the prescriptive period or statute of limitations (or any other, similar legal concept) for asserting such Claims under applicable state law (including, by way of example, Cal. Assembly Bill 2777 or Cal. Assembly Bill 250).

2.2.152. "**Unknown Abuse Claimants Representative**" means Melanie L. Cyganowski or any subsequent legal representative appointed to represent the Holders of Unknown Abuse Claims.

2.2.153. "**Unknown Abuse Claims Reserve Establishment Period**" has the meaning ascribed to such term in Section 5.4.4 of this Plan.

2.2.154. "**Unknown Abuse Claims Reserve**" means a portion of the Trust Reserve established by the Trust exclusively for payment of Allowed Unknown Abuse Claims, which shall be funded with 4% of the Debtor Cash Contribution, the Non-Debtor Affiliates Cash Contribution and the Insurance Settlement Amounts if the Unknown Abuse Claimants Representative has elected to treat Unknown Abuse Claims as Consenting Class 6 Claims or 4% of the Debtor Cash Contribution and the Insurance Settlement Amounts if the Unknown Abuse Claimants Representative has elected to treat Unknown Abuse Claims as Non-Consenting Class 6 Claims.

2.2.155. "**Voting Deadline**" means the deadline established by the Bankruptcy Court for claimants entitled to vote on this Plan to submit ballots accepting or rejecting this Plan.

2.2.156. "**Zurich**" means Zurich American Insurance Company, successor to Zurich Insurance Company, U.S. Branch.

ARTICLE III
CLASSIFICATION AND TREATMENT OF CLAIMS

3.1. Classification.

3.1.1. All Claims, except Professional Fee Claims, Administrative Expense Claims, U.S. Trustee Fees and Priority Tax Claims, are classified as set forth below.

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

Class	Claims & Interest	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	General Unsecured Claims	Impaired	Entitled to Vote
3	SAF Claim	Impaired	Entitled to Vote
4	Province of St. John the Baptist Claim	Impaired	Entitled to Vote

Class	Claims & Interest	Status	Voting Rights
5	Abuse Claims Other Than Unknown Abuse Claims	Impaired	Entitled to Vote
6	Unknown Abuse Claims	Impaired	Entitled to Vote
7	Inbound Contribution Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Non-Abuse Litigation Claims	Impaired	Entitled to Vote

3.1.3. A Claim is included in a particular Class only to the extent that the Claim falls within the description of that Class and is included in other Classes to the extent that any portion of such Claim falls within the description of such other Classes. A Claim is included in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, discharged, released or otherwise settled prior to the Effective Date.

3.2. <u>Treatment of Unclassified Claims</u>.

3.2.1. **Administrative Expenses Claims**. The Reorganized Debtor shall pay Administrative Expense Claims in full, in Cash, on the later of (i) 15 days after the Effective Date; or (ii) 15 days after the date on which such Claim becomes an Allowed Administrative Expense Claim. Notwithstanding anything in this Plan to the contrary, the Holder of an Allowed Administrative Claim may be paid on such other date and upon such other terms as may be agreed upon by the Holder of an Allowed Administrative Expense Claim and Debtor/Reorganized Debtor.

3.2.2. **Priority Tax Claims**. The Reorganized Debtor shall pay any Allowed Priority Tax Claims, in full, in Cash, without interest, as soon as practicable after the later of (i) 15 days after the Effective Date, (ii) 15 days after the date on which such Claim becomes an Allowed Priority Tax Claim, (iii) at the option of the Debtor prior to the Effective Date in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, in Cash, in an aggregate amount of such Allowed Priority Tax Claim payable in regular quarterly installments over a period of not more than five years from the Petition Date, or (iv) such other treatment agreed to by the Debtor and the Holder of such Allowed Priority Tax Claim; *provided, however*, that the Holder of an Allowed Priority Tax Claim will not be entitled to receive any payment on account of any penalty arising with respect to, or in connection with any Priority Tax Claim. Any demand for any such penalty will be deemed disallowed by Confirmation of this Plan.

3.2.3. **U.S. Trustee Fees**. All U.S. Trustee Fees due and payable prior to the Effective Date shall be paid by the Debtor as soon as practicable after the Effective Date. After the Effective Date, the Reorganized Debtor shall pay any and all U.S. Trustee Fees when due and payable. For the avoidance of doubt, the distribution to the Trust from the Debtor will constitute disbursements for purposes of assessing quarterly fees under 28 U.S.C. § 1930(a)(6). All U.S. Trustee Fees shall be paid by the Reorganized Debtor until the earliest of this Chapter 11 Case being closed or dismissed. For the avoidance of doubt, (i) the Trust shall have no liability for U.S. Trustee Fees and (ii) the following will not constitute a disbursement for purposes of 28 U.S.C. § 1930(a)(6): (a) any Distribution from the Trust (b) any payment by the Trust of compensation or expenses in accordance with the Trust Documents or (c) any sums paid directly from the Non-Debtor Affiliates to the Trust. The Debtor shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11- MOR. After the Effective Date, the Reorganized Debtor shall file with the Bankruptcy Court quarterly reports when they become due using UST Form 11-PCR.

3.2.4. **Professional Fee Claims**. All Persons seeking an award by the Bankruptcy Court of Professional Fee Claims (i) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is 45 days after the Effective Date and (ii) shall be paid in full, in Cash in such amounts as are Allowed by the Bankruptcy Court (a) on the date upon which the Order relating to any such Allowed Professional Fee Claim is entered, or (b) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Debtor or Reorganized Debtor, as applicable. The Reorganized Debtor is authorized to pay compensation for services rendered or reimbursement of expenses incurred by professionals after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

3.3. <u>Treatment of Classified Claims</u>.

3.3.1. **Class 1 (Priority Non-Tax Claims)**. Certain priority non-tax Claims that are referred to in Bankruptcy Code sections 507(a)(3), (4), (5), (6), and (7) are entitled to priority treatment. These Claims are to be treated as follows:

3.3.1.1 **Classification**. Class 1 consists of Priority Non-Tax Claims.

3.3.1.2 **Impairment and Voting**. Class 1 is Unimpaired. Holders of Allowed Class 1 Priority Non-Tax Claims are deemed to have accepted this Plan and, thus, are not entitled to vote to accept or reject this Plan.

3.3.1.3 **Treatment**. Unless a Holder of an Allowed Priority Non-Tax Claim and the Debtor agree in writing to different treatment, each Holder of an Allowed Priority Non-Tax Claim shall receive, in full and final satisfaction of such Claim, payment in full in Cash, without interest, in an amount equal to such Allowed Priority Non-Tax Claim as soon as reasonably practicable after the later of (a) the Effective Date and (b) the date when such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim.

3.3.2. **Class 2 (General Unsecured Claims).**

3.3.2.1 **Classification**. General Unsecured Claims are unsecured Claims not entitled to priority under Bankruptcy Code section 507(a).

3.3.2.2 **Impairment and Voting**. Class 2 is Impaired, and each Holder of a Class 2 Claim is entitled to vote to accept or reject this Plan.

3.3.2.3 **Treatment**. Unless a Holder of an Allowed General Unsecured Claim and the Debtor agree in writing to different treatment, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, its pro rata share of $43,408.00, without interest, in an amount equal to such Allowed General Unsecured Claim as soon as reasonably practicable after the later of (a) the Effective Date and (b) the date when such General Unsecured Claim becomes an Allowed General Unsecured Claim.

3.3.2 **Class 3 (SAF Claim).**

3.3.2.1 **Classification**. The SAF Claim is a general unsecured claim held by SAF against the Debtor, which is secured by a lien on and against the Serra Retreat.

3.3.2.2 **Impairment and Voting**. Class 3 is Impaired, and the Holder of the Class 3 Claim is entitled to vote to accept or reject this Plan.

3.3.2.3 **Treatment**. Unless the Holder of an Allowed Class 3 Claim and the Debtor agree in writing to different treatment, the Holder of an Allowed Class 3 Claim shall receive, in full and final satisfaction of such Claim, $43,408.00, as soon as reasonably practicable after the later of (a) the Effective Date and (b) the date when such Class 3 Claim becomes an Allowed Class 3 Claim. For the avoidance of doubt, SAF shall retain its lien on and against the Serra Retreat Center without impairment until its Claim has been paid in full.

3.3.3 **Class 4 (Province of St. John the Baptist Claim).**

3.3.3.1 **Classification**. The Province of St. John the Baptist Claim is a general unsecured claim held by The Province of St. John the Baptist against the Debtor, which is secured by a lien on and against the San Damiano Retreat Center.

3.3.3.2 **Impairment and Voting**. Class 4 is Impaired, and the Holder of the Class 4 Claim is entitled to vote to accept or reject this Plan.

3.3.3.3 **Treatment**. Unless the Holder of an Allowed Class 4 Claim and the Debtor agree in writing to different treatment, the Holder of an Allowed Class 4 Claim shall receive, in full and final satisfaction of such Claim, $43,408.00, as soon as reasonably practicable after the later of (a) the Effective Date and (b) the date when such Class 4 Claim becomes an Allowed Class 4 Claim. For the avoidance of doubt, The Province of St. John the Baptist shall retain its lien on and against the San Damiano Retreat Center without impairment until its Claim has been paid in full.

3.3.3. **Class 5 (Abuse Claims Other Than Unknown Abuse Claims).**

3.3.3.1 **Classification**. A Class 5 Claim means an Abuse Claim other than an Unknown Abuse Claim.

3.3.3.2 **Impairment and Voting**. Class 5 is Impaired, and each Holder of a Class 5 Claim is entitled to vote to accept or reject this Plan.

3.3.3.3 **Treatment.** This Plan authorizes and directs the creation of a Trust to fund payments to Holders of Allowed Class 5 Claims in accordance with this Plan, the Trust Agreement and the Trust Distribution Plan. Any distributions on account of Allowed Class 5 Claims shall constitute payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of section 104(a)(2) of the Tax Code. The specific treatment of an Allowed Class 5 Claim depends upon whether the Class 5 Claimant is a Consenting Class 5 Claimant, a Consenting Class 5 Litigation Claimant or a Non-Consenting Class 5 Claimant.

(a) **Consenting Class 5 Claimants.** On or after the Effective Date, Consenting Class 5 Claimants holding an Allowed Abuse Claim shall receive, except to the extent that a Consenting Class 5 Claimant agrees to less favorable treatment of such Claim, a Distribution from the Trust Assets calculated in accordance with, and as authorized by, this Plan, the Trust Distribution Plan, and all other Trust Documents; *provided* that Consenting Class 5 Claimants may only receive a Distribution from the Trust after he or she executes a Consenting Class 5 Claim Release Agreement and delivers such agreement to counsel for the Debtor and the Trust Administrator.

(b) **Consenting Class 5 Litigation Claimants.** At any time prior to the earlier to occur of the first anniversary of the Effective Date or the applicable Abuse Claim Discharge Date, a Consenting Class 5 Claimant may elect, at such Claimant's sole expense, to proceed as a Consenting Class 5 Litigation Claimant such that the Class 5 Claimant may commence (or resume prosecution of) an action in any court of competent jurisdiction solely for the purpose of determining any liability that the Debtor and/or any Protected Party may have with respect to their Consenting Class 5 Litigation Claim, the amount of that liability, and to pursue Coverage Claims against Non-Settling Insurers. To be a Consenting Class 5 Litigation Claimant, a Class 5 Claimant shall first execute a Consenting Class 5 Litigation Claim Agreement and deliver it to the Trust Administrator. The Trust Administrator shall provide a copy of each Consenting Class 5 Litigation Claim Agreement to the Reorganized Debtor upon receipt thereof, and to any Protected Party or Settling Insurer upon written request. The treatment of Consenting Class 5 Litigation Claims is set forth in Section 6 of this Plan.

(c) **Non-Consenting Class 5 Claimants.** On or after the Effective Date, Non-Consenting Class 5 Claimants holding an Allowed Abuse Claim shall (i) receive a Distribution from that portion of the Trust Assets funded by the Debtor Cash Contribution Amount and Insurance Settlement Amounts calculated in accordance with, and as authorized by, this Plan, the Trust Distribution Plan, and all other Trust Documents and (ii) retain the right to assert any Claim they may have against any Protected Party and Non-Settling Insurers in accordance with, and subject to, the terms and provisions of this Plan; *provided* that Non-Consenting Class 5 Claimants may only receive a Distribution from the Trust after he or she executes a Non-Consenting Class 5 Claim Release Agreement and delivers such agreement to counsel for the Debtor and the Trust Administrator. For the avoidance of doubt, Holders of Non-Consenting Class 5 Claims may only receive a Distribution from that portion of the Trust Assets funded by the Debtor Cash Contribution Amount and Insurance Settlement Amounts and shall not be entitled to receive any Distribution from any other Trust Assets, including, without limitation, any Trust Assets funded by the Non-Debtor Affiliates' Cash Contribution.

(d) **Option to Become a Consenting Class 5 Claimant.** A Non-Consenting Class 5 Claimant may elect to become a Consenting Class 5 Claimant at any time by delivering to counsel for the Debtor and the Committee, and after the Effective Date, the Trust Administrator, a Consenting Class 5 Claim Release Agreement.

(e) **Effect of Injunctions**. For the avoidance of doubt, the Channeling Injunction prohibits Consenting Class 5 Claimants (including all Consenting Class 5 Litigation Claimants) from asserting, enforcing, or attempting to enforce any Channeled Claim against any Settling Insurer Releasee or the property or assets of any Settling Insurer Releasee. For the further avoidance of doubt, the Settling Insurer Injunction prohibits any Person (including each and every Class 5 Claimant, whether a Consenting Class 5 Claimant or Non-Consenting Class 5 Claimant) from asserting, enforcing, or attempting to enforce any Barred Claim against any Settling Insurer Releasee or the property or assets of any Settling Insurer Releasee.

3.3.4. **Class 6 (Unknown Abuse Claims).**

3.3.4.1 **Classification**. A Class 6 Claim means an Unknown Abuse Claim.

3.3.4.2 **Impairment and Voting**. Class 6 is Impaired, and the Unknown Abuse Claimants Representative shall submit a single Abuse Claim Ballot on behalf of Class 6 Claimants.

3.3.4.3 **Treatment.** This Plan authorizes and directs the creation of a Trust in which the Unknown Abuse Claims Reserve will be held by the Trust Administrator to fund payments to Holders of Allowed Class 6 Claims in accordance with this Plan, the Trust Agreement and the Trust Distribution Plan. Any distributions on account of Class 6 Claims shall constitute payment for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of section 104(a)(2) of the Tax Code. The specific treatment of an Allowed Class 6 Claim depends upon whether the Class 6 Claimant is deemed a Consenting Class 6 Claimant or a Non-Consenting Class 6 Claimant. The Unknown Abuse Claimants Representative shall elect on behalf of all, but not less than all, Unknown Abuse Claimants to treat Unknown Abuse Claims as either Consenting Class 6 Claims or Non-Consenting Class 6 Claims by casting an Abuse Claim Ballot prior to the Voting Deadline making such election. Consent shall be conclusively presumed if the Unknown Abuse Claimants Representative (i) submits an Abuse Claim Ballot consenting to the releases and injunctions contemplated in this Plan by checking the appropriate box in the Abuse Claim Ballot or returns an Abuse Claim Ballot but fails to elect the treatment of Class 6 Claims.

(a) **Consenting Class 6 Claims.** If the Unknown Abuse Claimants Representative elects to treat Unknown Abuse Claims as Consenting Class 6 Claims, except to the extent that an Unknown Abuse Claimant agrees to less favorable treatment of such Claim, the Trust shall, from time to time, make Distributions from the Unknown Abuse Claims Reserve in accordance with, and as authorized by, this Plan, the Trust Distribution Plan, and all other Trust Documents, *provided* that Consenting Class 6 Claimants may only receive a Distribution from the Unknown Abuse Claims Reserve after he or she executes a Consenting Class 6 Claim Release Agreement and delivers such agreement to counsel for the Debtor and the Trust Administrator.

(b) **Non-Consenting Class 6 Claims.** If the Unknown Abuse Claimants Representative elects to treat Unknown Abuse Claims as Non-Consenting Class 6 Claims, on or after the Effective Date, Non-Consenting Class 6 Claimants holding an Allowed Abuse Claim shall (i) receive a Distribution from that portion of the Unknown Abuse Claim Reserve funded by the Debtor Cash Contribution Amount and Insurance Settlement Amounts calculated in accordance with, and as authorized by, this Plan, the Trust Distribution Plan, and all other Trust Documents and (ii) retain the right to assert any Claim they may have against any Protected Party and Non-Settling Insurers in accordance with, and subject to, the terms and provisions of this Plan; provided that Non-Consenting Class 6 Claimants may only receive a Distribution from the Trust after he or she executes a Non-Consenting Class 6 Claim Release Agreement and delivers such agreement to counsel for the Debtor and the Trust Administrator. For the avoidance of doubt, Holders of Non-Consenting Class 6 Claims may only receive a Distribution from that portion of the Trust Assets funded by the Debtor Cash Contribution Amount and Insurance Settlement Amounts and shall not be entitled to receive any Distribution from any other Trust Assets, including, without limitation, any Trust Assets funded by the Non-Debtor Affiliates' Cash Contribution.

(c) **Effect of Injunctions**. For the avoidance of doubt, the Channeling Injunction prohibits Consenting Class 6 Claimants from asserting, enforcing, or attempting to enforce any Channeled Claim against any Settling Insurer Releasee or the property or assets of any Settling Insurer Releasee. For the further avoidance of doubt, the Settling Insurer Injunction prohibits any Person (including each and every Class 6 Claimant, whether a Consenting Class 6 Claimant or Non-Consenting Class 6 Claimant) from asserting, enforcing, or attempting to enforce any Barred Claim against any Settling Insurer Releasee or the property or assets of any Settling Insurer Releasee.

3.3.5. **Class 7 (Inbound Contribution Claims).**

3.3.5.1 **Classification**. A Class 7 Claim means an Inbound Contribution Claim.

3.3.5.2 **Impairment and Voting**. Class 7 is Impaired. Class 7 is not receiving a Distribution under this Plan and therefore is deemed to reject this Plan.

3.3.5.3 **Treatment**. Class 7 Claims shall be Disallowed and extinguished and there will be no Distributions to the holders of Class 7 Claims on account of such Class 7 Claims.

3.3.5.4 Exception for Non-Settling Insurers. Notwithstanding the above, any Contribution Claims of Non-Settling Insurers shall not be Disallowed and extinguished, but instead shall be channeled to the Trust and handled pursuant to Section 8.2.6.

3.3.6. **Class 8 (Non-Abuse Litigation Claims).**

3.3.6.1 **Classification**. Non-Abuse Litigation Claims are litigation Claims against the Debtor that are not Abuse Claims.

3.3.6.2 **Impairment and Voting**. Class 8 is Impaired, and each Holder of a Class 8 Claim is entitled to vote to accept or reject this Plan.

3.3.6.3 **Treatment**. On the Effective Date, Claimants holding Class 8 Claims may litigate such Claims against the Debtor and/or the Reorganized Debtor (including by commencing, or recommencing, litigation in any court exercising competent jurisdiction), and such litigation shall not be stayed, whether by this Plan or any provision of the Bankruptcy Code; *provided, however*, that such Claimants may only recover on account of such Class 8 Claim such Cash, funds, or other property as may be available under any applicable Non-Settling Insurer Policy, if any. Neither the Debtor, the Reorganized Debtor, nor the property or assets of either shall have any liability for, or be subject to, such Claims or any related liabilities or obligations after the Effective Date. Nothing in this Plan shall enlarge the rights or Claims of Claimants holding Class 8 Claims or limit or waive any defenses to such Claims. Unless otherwise provided in this Plan, the discharge granted by this Plan shall not affect the liability of any other Entity on, or the property of any other Entity for, the Class 8 Claims, which liability shall continue unaffected by any provision of this Plan and/or any discharge granted to the Debtor under this Plan and/or Section 1141(d) of the Bankruptcy Code. Nothing in this Plan affects, diminishes, or impairs the right(s) a Claimant holding a Class 8 Claim may have against Entities besides the Debtor and/or the Reorganized Debtor, including, without limitation, such Entity's joint and several liability, if any, for such Class 8 Claims. Notwithstanding anything to the contrary in the foregoing, the Settling Insurer Injunction prohibits any Person (including any Class 8 Claimant) from asserting, enforcing, or attempting to assert or enforce any Barred Claim against any Settling Insurer Releasee or the property or assets of a Settling Insurer Releasee.

ARTICLE IV
ACCEPTANCE OR REJECTION

4.1. Acceptance or Rejection of Plan. Each impaired class of Creditors with Claims against the Debtor's Estate shall be entitled to vote separately to accept or reject this Plan. A Class of Creditors shall have accepted this Plan if this Plan is accepted by at least two-thirds in the aggregate dollar amount, and more than one-half in number of Holders, of the Allowed Claims of such Class that have accepted or rejected this Plan.

4.2. Cramdown. To the extent necessary, the Plan Proponents shall request confirmation of this Plan under section 1129(b) of the Bankruptcy Code. The Plan Proponents reserve the right to modify, amend or withdraw this Plan to the extent, if any, that confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

4.3. Modification of Treatment of Claims. The Reorganized Debtor reserves the right to modify the treatment of any Allowed Claim (other than a Class 5 or Class 6 Claim) in any manner adverse only to the Holder of such Claim at any time after the Effective Date upon the consent of the Holder of the Claim whose Allowed Claim is being adversely affected, or as allowed by Bankruptcy Court Order, through the Effective Date.

ARTICLE V
THE TRUST

5.1. Establishment of Trust.

5.1.1. Effective as of the date the Confirmation Order is entered, the Trust shall be established in accordance with this Plan and the Trust Documents for the purposes of (a) assuming the liability of the Released Parties for Channeled Claims and Barred Claims, and (b) receiving, liquidating and distributing Trust Assets in accordance with this Plan and the Trust Distribution Plan. The Trust Documents, including the Trust Agreement, are incorporated herein by reference.

5.1.2. As of the Effective Date, the liability of Released Parties for all Channeled Claims and Barred Claims shall be assumed fully by the Trust, without further act, deed or Bankruptcy Court order, and, pursuant to the Channeling Injunction provided for herein, the liability of Released Parties for all Channeled Claims shall be satisfied solely from Trust Assets.

5.1.3. The Trust is intended to qualify as a "qualified settlement fund" pursuant to section 468B of the Tax Code and the Treasury Regulations. The Debtor is the "transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trust Administrator shall be classified as the "administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3).

5.1.4. Non-Consenting Class 5 Claims against Protected Parties are not being channeled to the Trust; the Trust shall have no liability for Non-Consenting Class 5 Claims against Protected Parties; and such Claims shall have no recourse to the Trust.

5.2. The Trust Administrator. The Trust Administrator shall commence serving as the Trust Administrator effective as of the date the Confirmation Order is entered and be permitted to act in accordance with the terms of the Trust Agreement from such date, as authorized jointly by the Plan Proponents. Such actions may include opening bank accounts and taking all further actions necessary to establish the Trust prior to the Effective Date in accordance with his or her duties under the Trust Agreement, for which the Trust Administrator shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and this Plan.

5.3. Rights and Responsibilities of the Trust Administrator. The Trust Administrator shall be deemed the Estate's representative in accordance with section 1123 of the Bankruptcy Code and shall have all the rights, powers, authority, responsibilities, and benefits specified in this Plan, the Trust Documents, including (to the extent necessary to enforce those rights, powers, authority, responsibilities, and benefits only) the powers of a trustee under sections 704, 108 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004 (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting Claims, defenses, offsets and privileges). If there is any inconsistency or ambiguity between this Plan and Confirmation Order, on the one hand, and the Trust Documents, on the other hand, with respect to the Trust Administrator's authority to act, the provisions of this Plan and Confirmation Order shall control but shall not take precedence over any contrary provision in any Insurance Settlement Agreement or Insurance Settlement Approval Order (in which case, the Insurance Settlement Approval Order(s) and applicable Insurance Settlement Agreement(s) shall control and govern, in that order).

5.3.1. Among other things, the Trust Administrator: (i) may retain professionals, including legal counsel, accountants, financial advisors, auditors and other agents on behalf of the Trust to carry out the obligations of the Trust Administrator under this Plan and the Trust Documents with payment to such professionals to be made solely from Trust Assets; (ii) shall liquidate and convert to Cash the Trust Assets, make timely distributions and not unduly prolong the duration of the Trust; (iii) may request an expedited determination of taxes of the Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust; (iv) shall retain the Abuse Claims Reviewer to assess Class 5 and Class 6 Claims in accordance with the terms of this Plan, the Confirmation Order, and the Trust Documents; (v) may negotiate and enter into settlements with any Non-Settling Insurers; (vi) may defend and indemnify the Protected Parties against Abuse Claims as provided in the Trust Distribution Documents; (vii) may take any action required to enforce the Insurance Settlement Agreements; (viii) may create and replenish the Trust Reserves; (ix) shall defend, indemnify, and hold harmless the Settling Insurer Releasees from and against all Indemnified Claims and shall establish the Settling Insurer Reserve; and (x) shall have all rights and powers vested in the Trust Administrator provided for in the Trust Distribution Plan.

5.3.2. The Trust Administrator may not, and shall not, pursue against any Settling Insurer Releasee any Related Insurance Claim or other Claim settled, sold back, or otherwise released pursuant to any Insurance Settlement Agreement.

5.4. Funding the Trust. The Trust shall be funded as follows:

5.4.1. **Funding by the Debtor on the Effective Date.** On the Effective Date, the Debtor shall transfer, assign and/or deliver to the Trust (i) the Debtor Cash Contribution in good funds by wire transfer and (ii) all proceeds held by the Debtor or the Reorganized Debtor on account of Insurance Settlement Agreements.

5.4.2. **Funding by the Non-Debtor Affiliates on the Effective Date.** On the Effective Date, the Non-Debtor Affiliates shall transfer, assign and/ or deliver to the Trust (i) the Non-Debtor Affiliates Cash Contribution in good funds by wire transfer and (ii) any proceeds held by the Non-Debtor Affiliates on account of Insurance Settlement Agreements.

5.4.2.1 The Debtor's and the Non-Debtor Affiliates' funding of the Trust is being made in respect of the uninsured or underinsured exposure of the Debtor and the Non-Debtor Affiliates (if any) for Abuse Claims, and not in respect of any Abuse Claims that may be covered under Non-Settling Insurer Policies. The Debtor's and the Non-Debtor Affiliates' funding of the Trust is not, and shall not be construed as, a discharge and/or release of any Abuse Claim covered or alleged to be covered under Non-Settling Insurer Policies.

5.4.3. **Funding by Settling Insurers.** Each Settling Insurer shall pay to the Trust the Insurance Settlement Amount due under such Settling Insurer's Insurance Settlement Agreement in accordance with the terms thereof.

5.4.4. **Unknown Abuse Claims Reserve**. The Unknown Abuse Claims Reserve shall be administered as provided in the Trust Distribution Plan. The Trust Distribution Plan shall provide that the Trust Administrator is obligated to maintain the Unknown Abuse Claim Reserve for the benefit of Unknown Abuse Claimants for a period of seven years after the Effective Date (the "**Unknown Abuse Claims Reserve Establishment Period**"). After the expiration of the Unknown Abuse Claims Reserve Establishment Period, and after the Trust has made all required Distributions on account of each Allowed Unknown Abuse Claim filed before such date, the Trust Administrator shall make a final, pro-rata Distribution to Allowed Unknown Abuse Claimants that are Consenting Class 6 Unknown Abuse Claimants from the remaining Unknown Abuse Claims Reserve funds based on the score each Unknown Abuse Claimant's Unknown Abuse Claim was assigned by the Abuse Claims Reviewer pursuant to the Trust Distribution Plan. To the extent the Unknown Abuse Claims Reserve is depleted prior to the date on which an Unknown Abuse Claim is first presented to the Trust, the holders of such subsequently asserted Unknown Abuse Claims shall not be entitled to any Distribution under this Plan. If, after the expiration of the Unknown Abuse Claims Reserve Establishment Period, there are no Allowed Unknown Abuse Claims entitled to receive any Distribution, additional or otherwise, the funds remaining in the Unknown Abuse Claims Reserve shall be used to make Distributions to Allowed Class 5 Claimants that are Consenting Class 5 Claimants in accordance with the Trust Distribution Procedures.

5.4.5. **Vesting of Trust Assets.** On the Effective Date, all Trust Assets shall vest in the Trust, and the Debtor and the Protected Parties shall be deemed for all purposes to have transferred all of their respective right, title, and interest in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Debtor and the Protected Parties shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of control of Trust Assets in accordance with this paragraph, the Debtor and the Protected Parties shall have no further interest in or with respect to the Trust Assets except as otherwise explicitly provided in this Plan. For the avoidance of doubt, the Settling Insurer Policies and Related Insurance Claims shall not be transferred to the Trust (or retained by the Debtor or any other Person), having been sold to the Settling Insurers and/or released, in each case as set forth in the Insurance Settlement Agreement with such Settling Insurer.

5.5. Appointment of Trust Advisory Committee.

5.5.1. On the Effective Date, the Trust Advisory Committee shall be established pursuant to the terms of the Trust Agreement. The Trust Advisory Committee shall have the functions, duties and rights provided in the Trust Agreement. Upon termination of the Trust or as otherwise provided in the Trust Agreement, the Trust Advisory Committee shall be deemed dissolved and discharged of and from all further authority, duties, responsibilities, and obligations with respect to or in connection with the Trust and this Chapter 11 Case.

5.5.2. Except for the reimbursement of reasonable actual costs and expenses incurred in connection with their duties as members of the Trust Advisory Committee, the members of the Trust Advisory Committee shall serve without compensation. Reasonable expenses incurred by members of the Trust Advisory Committee may be solely paid by the Trust without need for approval of the Bankruptcy Court.

5.6. Investment Powers; Permitted Cash Expenditures. All funds held by the Trust shall be invested in Cash or short-term highly liquid investments that are readily convertible to known amounts of Cash as more particularly described in the Trust Agreement. The Trust Administrator may expend the Cash of the Trust.

5.7. Registry of Beneficial Interests. To evidence the beneficial interest in the Trust of each Holder of such an interest, the Trust Administrator shall maintain a registry of beneficiaries as provided for in the Trust Agreement.

5.8. Non-Transferability of Interests. Any transfer of interest in the Trust shall not be effective until and unless the Trust Administrator receives written notice of such transfer.

5.9. Tax Matters. The Trust shall not be deemed to be the same legal entity as the Debtor but only the assignee of certain assets of the Debtor and a representative of the Estate for delineated purposes within the meaning of section 1123(b)(3) of the Bankruptcy Code. The Trust Administrator shall file such income tax and other returns and documents as are required to comply with the applicable provisions of the Tax Code, the Treasury Regulations, and applicable state law and the regulations promulgated thereunder, and shall pay from the Trust all taxes, assessments, and levies upon the Trust, if any.

5.10. __Termination__. The Trust shall terminate after (i) its liquidation, administration, and Distribution of the Trust Assets and (ii) its full performance of all other duties and functions set forth in this Plan, the Trust Agreement and the Trust Distribution Procedures.

5.11. __No Recourse Against Trust Administrator__. No recourse shall ever be had, directly or indirectly, against the Trust Administrator personally, or against any Agent retained in accordance with the terms of the Trust Documents or this Plan by the Trust Administrator, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Trust Administrator in implementation of the Trust Documents or this Plan, or by reason of the creation of any indebtedness by the Trust Administrator under this Plan for any purpose authorized by the Trust Documents or this Plan, it being expressly understood and agreed that all such Claim shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trust Administrator may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, breach of the fiduciary duty of loyalty, or fraud, and if liability on such grounds is established, recourse may be had directly against the Trust Administrator. The Trust shall not be covered by a bond. None of the Released Parties shall be liable for any acts or omissions by the Trust, the Trust Administrator, or the respective Agents of either.

5.12. __Indemnification of Settling Insurers by Trust__. The Trust shall defend, indemnify, and hold harmless each Settling Insurer from all Indemnified Claims, as set forth in such Settling Insurer's Insurance Settlement Agreement, and the Trust Agreement shall so provide.

ARTICLE VI
__TRUST DISTRIBUTION PLAN AND RELATED PROVISIONS__

6.1. __Distributions and Payments from the Trust__.

6.1.1. Prior to making any Distributions to Holders of Allowed Abuse Claims, the Trust Administrator shall create and fund the Trust Reserves, all of which may be replenished and/ or dissolved as deemed necessary by the Trust Administrator; *provided*, that the Settling Insurer Reserve shall not be dissolved except as set forth in the Trust Agreement.

6.1.2. The following distributions and payments will be made solely by the Trust.

6.1.2.1 **Distributions**. Distributions on Allowed Class 5 and 6 Claims in accordance with this Plan and the Trust Documents.

6.1.2.2 **Trust Administrative Fees**. All fees, costs and expenses of administering the Trust as provided in this Plan and the Trust Agreement, including: (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Trust Assets; (ii) to pay reasonable administrative expenses (including any taxes imposed on the Trust); (iii) to pay the reasonable fees to the Abuse Claims Reviewer for review of Class 5 and Class 6 Claims and (iv) to satisfy other liabilities incurred by the Trust in accordance with this Plan and the Trust Agreement.

6.1.2.3 **Indemnity**. The Trust's obligations, if any, to defend, indemnify or hold harmless any Person expressly set out in this Plan or any Insurance Settlement Agreement (including, for the avoidance of doubt, the Trust's obligations in respect of Indemnified Claims).

6.2. Trust Distribution Procedures. Each Abuse Claim will be assessed by the Abuse Claims Reviewer in accordance with the Trust Distribution Plan and any Distributions to Allowed Abuse Claims shall be calculated as set forth therein.

6.3. Payment of Certain Post Effective Date Costs. As more fully set forth in the Trust Distribution Plan, the Debtor, the Reorganized Debtor, and the Protected Parties may reasonably incur out of pocket attorneys' fees, expert fees, costs and other expenses ("**Post Effective Date Costs**") in connection with performing their respective duties or obligations under this Plan with respect to Abuse Claims, including, in connection with (a) any attempt by a Consenting Class 5 Litigation Claimant to enforce or recover insurance claims against Non-Settling Insurers or any attempt by a Non-Settling Insurer to obtain reimbursement from the Reorganized Debtor or any of the Protected Parties for any settlement paid to a Consenting Class 5 Litigation Claimant or the Trust, (b) responding to and defending against any legal action taken by any Consenting Class 5 Litigation Claimant with respect to Abuse Claims; or (c) upon request by the Trust Administrator or the Abuse Claims Reviewer, assisting with the administration of the Trust Distribution Procedures. For avoidance of doubt, "Post Effective Date Costs" include any costs and expenses reasonably incurred by the Debtor, the Reorganized Debtor or the Protected Parties in connection with such effort, or in connection with any depositions, discovery, or other litigation matters relating in any way to Abuse Claims.

6.3.1. To assure payment of Post Effective Date Costs incurred by the Reorganized Debtor or the Protected Parties, the Trust shall create the Post Effective Date Costs Reserve to fund the payment thereof; *provided, however*, that if a Non-Settling Insurer defends the Debtor, the Reorganized Debtor or a Protected Party against any legal action(s) taken by a Consenting Class 5 Litigation Claimant with respect to Abuse Claims, the Trust shall be relieved of its obligation to pay any Post Effective Date Costs described in Section 6.3(b) incurred in connection with the defended claim(s); *provided, further* that if any applicable Non-Settling Insurer elects not to defend an Abuse Claim after receiving proper notice and opportunity to do so, the Abuse Claimant shall be entitled to seek a default judgment against the Debtor, the Reorganized Debor or Protected Party as a nominal party only, solely to allow such Abuse Claimant to then pursue insurance rights against such Non-Settling Insurer under Cal. Ins. Code § 11580 in accordance with the provisions of this Plan. For the avoidance of doubt, a Consenting Class 5 Litigation Claimant may not under any circumstance pursue a Channeled Claim or Barred Claim against a Settling Insurer Releasee or the property or assets of a Settling Insurer Releasee.

6.3.2. Any Post Effective Date Costs paid by the Trust on behalf of the Debtor, the Reorganized Debtor and/or the Protected Parties shall be reimbursed by the Class 5 or Class 6 Claimant to the Trust from the first proceeds derived from a settlement with, or judgment obtained against, a Non-Settling Insurer. The Trust's obligation to fund Post Effective Date Costs shall not exceed the amount set forth in the Post Effective Date Costs Reserve. If the Post Effective Date Costs Reserve is exhausted, neither the Debtor, the Reorganized Debtor nor any Protected Party shall be relieved of their obligations under this Plan.

6.3.3. The Debtor and the Protected Parties' selection of legal counsel shall be consistent with the Debtor and the Protected Parties' historical retention and use of such counsel, who shall exercise his or her professional judgment in accordance with the Rules of Professional Conduct and any other relevant rules governing the duties and obligations of attorneys to their clients.

6.3.4. All invoices for Post Effective Date Costs shall be submitted to the Trust Administrator by email within thirty (30) days following the end of the month in which the Post Effective Date Costs are incurred (such submission, a "**Fee Notice**"). All Fee Notices provided to the Trust Administrator may be redacted to prevent the disclosure of privileged information or trial strategy. The Trust Administrator shall keep all Fee Notices confidential and shall not share any information contained in them (other than the amount of the fees) except that the Trust Administrator may share the Fee Notice and the information contained in them with its retained professionals.

6.3.5. The Trust Administrator shall inform the Reorganized Debtor, the Protected Party, and any professional submitting a Fee Notice of any disputes regarding the requested fees and expenses within fifteen (15) days of submission of a Fee Notice or shall pay the requested fees within such time. If any such dispute cannot be resolved within fifteen (15) days or such other amount of time agreed upon by the parties, either may submit such dispute to the Bankruptcy Court, or, if this Chapter 11 Case has been closed, to any other court of competent jurisdiction for adjudication upon at least fifteen (15) days' notice or by arbitration by JAMS or the American Arbitration Association in Northern California. The reviewing court shall review the applicable fees and expenses as to reasonableness in light of the work performed.

6.3.6. Professionals shall charge rates and expenses that are no higher than their usual and customary rates for similar work performed by such professionals for clients generally at the time such services are provided, and such rates may be adjusted from time to time in accordance with the general practices of such professionals, but not more often than once in any twelvemonth period.

6.3.7. To the extent consistent with the advice of counsel, the Debtor, the Reorganized Debtor, and any Protected Parties will use reasonable efforts to retain joint professional representation in any case or cases brought by one Consenting Class 5 Litigation Claimant pertaining to the same Abuse Claim.

6.3.8. **Settling a Consenting Class 5 Litigation Claim.**

6.3.8.1 A Consenting Class 5 Litigation Claimant (i) may settle his or her Consenting Class 5 Litigation Claim prior to judgment with a Non-Settling Insurer and (ii) shall have sole authority to negotiate and execute such settlement; *provided, however*, the Trust Administrator is authorized to negotiate with any Non-Settling Insurer in an attempt to agree on a global settlement under which the Non-Settling Insurer would become a Settling Insurer under this Plan.

6.3.8.2 If a Consenting Class 5 Litigation Claimant settles their Consenting Class 5 Litigation Claim, they shall inform the Trust Administrator, in writing, within three business days of the execution of the settlement agreement by all parties thereto.

6.3.8.3 If a Consenting Class 5 Litigation Claimant settles their Consenting Class 5 Litigation Claim, the Consenting Class 5 Litigation Claimant has the following option: (i) retain all settlement proceeds and elect not to contribute the settlement proceeds to the Trust or (ii) contribute all of the settlement proceeds to the Trust. If the Consenting Class 5 Litigation Claimant elects option (i), such Consenting Class 5 Litigation Claimant shall no longer be eligible to share in any future Trust Distributions but may retain any Distribution the Consenting Class 5 Litigation Claim received prior to the settlement. If the Consenting Class 5 Litigation Claimant elects option (ii), such Consenting Class 5 Litigation Claimant shall be eligible to share in any future Trust Distributions and retain any Distribution the Consenting Class 5 Litigation Claim received prior to the settlement. Such election must be made within thirty (30) days of the effective date of the settlement or the Consenting Class 5 Litigation Claimant shall be deemed to have elected option (i) in this paragraph. Irrespective of the option elected, the Class 5 Litigation Claimant may not under any circumstance pursue a Channeled Claim or Barred Claim against a Settling Insurer Releasee or the property or assets of a Settling Insurer Releasee.

6.3.9. **Enforcing a Consenting Class 5 Litigation Claim Award.**

6.3.9.1 Consistent with the injunctions and discharge provided for in Article XII of this Plan, the releases in Article XII of this Plan, and the Insurance Settlement Approval Order(s), any Consenting Class 5 Litigation Claim Award obtained in respect of any Consenting Class 5 Litigation Claim may not be enforced against (a) the Debtor, the Reorganized Debtor or the Protected Parties; (b) the Revested Assets and any other property or assets that are vested in the Reorganized Debtor pursuant to this Plan, and any property or assets otherwise acquired by the Reorganized Debtor; or (c) any Settling Insurer Releasee or the property or assets of any Settling Insurer Releasee. Any Consenting Class 5 Litigation Claim Award arising from a Consenting Class 5 Litigation Claim shall be fully enforceable solely against, and paid by, any Non-Settling Insurer under the terms of that Non-Settling Insurer's Insurance Policy and applicable law.

6.3.10. **Abuse Claim Enhancement.** If a Trust Settlement Approval Order approves a Trust Insurance Settlement Agreement between the Trust Administrator and a Non-Settling Insurer to resolve all Claims that have been, are or may be asserted in the future against the Non-Settling Insurer under the Non-Settling Insurer's Insurance Policy, each Consenting Class 5 Litigation Claimant who has prosecuted its Consenting Class 5 Litigation Claim and whose Consenting Class 5 Litigation Claim alleges abuse during the Non-Settling Insurer's coverage period shall be entitled to an enhanced Distribution (the "**Abuse Claim Enhancement**") as set forth below to his or her allocation pursuant to the Trust Distribution Plan, which enhanced amount shall be payable from the proceeds of the applicable Trust Insurance Settlement Agreement. The Abuse Claim Enhancements are not cumulative such that a Consenting Class 5 Litigation Claimant may only receive the largest single Abuse Claim Enhancement under (a) through (e) below. The Trust Administrator shall reserve sufficient amounts to fund such enhanced payments prior to making any Distribution of Trust Insurance Settlement Agreement proceeds to Abuse Claimants who are not Consenting Class 5 Litigation Claimants. The Abuse Claim Enhancement shall be applied prospectively as follows:

(a) A Consenting Class 5 Litigation Claimant shall be entitled to an enhancement of twenty-five percent (25%) of the points awarded to the Abuse Claimant under the Trust Distribution Plan if a Trust Settlement Approval Order is entered after litigation commences but prior to a deposition or interview of the Consenting Class 5 Litigation Claimant by opposing counsel in such Consenting Class 5 Litigation Claimant's case.

(b) A Consenting Class 5 Litigation Claimant shall be entitled to an enhancement of forty percent (40%) of the points awarded to the Abuse Claimant under the Trust Distribution Plan if a Trust Settlement Approval Order is entered after a deposition or interview of the Consenting Class 5 Litigation Claimant by opposing counsel but before commencement of a trial in such Consenting Class 5 Litigation Claimant's case.

(c) A Consenting Class 5 Litigation Claimant shall be entitled to an enhancement of fifty (50%) of the points awarded to the Abuse Claimant under the Trust Distribution Plan if a Trust Settlement Approval Order is entered on or after the first day of a trial in such Consenting Class 5 Litigation Claimant's case.

(d) A Consenting Class 5 Litigation Claimant shall be entitled to an enhancement of one hundred percent (100%) of the points awarded to the Abuse Claimant under the Trust Distribution Plan if a Trust Settlement Approval Order is entered after an Consenting Class 5 Litigation Claim Award entered in favor of the Consenting Class 5 Litigation Claimant in such litigation becomes final and non-appealable.

6.3.11. **Limitations on Recovery.** In no event may a Consenting Class 5 Litigation Claimant receive more than the total amount of his or her judgment from all sources. If, after accounting for recovery from parties other than the Trust, a Consenting Class 5 Litigation Claimant receives any amount in excess of the amount of the Consenting Class 5 Litigation Claim Award, such amount will be recoverable by the Trust Administrator. In any case of a Consenting Class 5 Litigation Claimant who obtains a Consenting Class 5 Litigation Claim Award, where the payment of any amounts payable to such Claimant by (i) defendants in the litigation other than the Released Parties and/or (ii) one or more Non-Settling Insurers, when taken together with any distributions received by such Claimant from the Trust, would cause such Claimant to receive more than the total amount of his or her Consenting Class 5 Litigation Claim Award, then (a) all amounts to be paid under such Award that would be in excess of such Consenting Class 5 Litigation Claim Award will be paid to the Trust Administrator to be allocated for distribution to other Abuse Claimants on account of their *pro rata* share of Trust Assets, or (b) if such amounts are paid directly to the Claimant, such Claimant will immediately turn them over to the Trust Administrator.

6.3.12. **Withdrawal of Consenting Class 5 Litigation Claim**. A Consenting Class 5 Litigation Claimant may withdraw his or her election to be a Consenting Class 5 Litigation Claimant at any time by written notice to the Trust Administrator and the Reorganized Debtor. Upon providing such notice, the Consenting Class 5 Litigation Claimant shall not be entitled to any Abuse Claim Enhancement. A Consenting Class 5 Litigation Claimant's determination not to proceed as a Consenting Class 5 Litigation Claimant shall be irrevocable.

6.3.13. **Dismissal of Pending Litigation.** Upon the occurrence of the applicable Abuse Claim Discharge Date, the subject Abuse Claim asserted in any lawsuit against any Released Party pending in state or federal court shall be dismissed, with prejudice, and without fees and costs being recoverable against any Released Party; *provided, however*, that the subject Abuse Claim, if asserted against any Settling Insurer Releasee, shall be dismissed (with prejudice, and without fees or costs being recoverable) as to the Settling Insurer Releasee only, upon payment by the applicable Settling Insurer of the Insurance Settlement Amount.

6.4. Claim Withdrawal. An Abuse Claimant may withdraw his or her Abuse Claim at any time on written notice to the Trust Administrator. If withdrawn, (a) the Abuse Claim will be shall be deemed withdrawn with prejudice and may not be reasserted, and such Abuse Claimant shall still be subject to the Channeling Injunction, Settling Insurer Injunction, Gatekeeper Injunction, and releases as provided by this Plan; and (b) any reserve maintained by the Trust on account of such Abuse Claim shall revert to the Trust as a Trust Asset for Distribution in accordance with this Plan, the Trust Distribution Plan, and Trust Agreement.

6.5. Objections and Litigation After the Effective Date. From and after the Effective Date, the Trust Administrator, through the Abuse Claims Reviewer, shall have the exclusive right to object to Channeled Claims. The Abuse Claims Reviewer shall allow, disallow and value Channeled Claim as set forth in the Trust Distribution Plan.

6.6. Medicare Procedures. None of the Released Parties shall 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 MSPA or MMSEA. To that end, the following shall apply (and the Confirmation Order shall so provide):

(a) The Trust shall register as a "Responsible Reporting Entity" under the reporting provisions of MMSEA.

(b) With respect to all Abuse Claims, the Trust shall maintain sufficient funds to pay any Medicare Claims.

(c) The Trust shall confirm whether the holder of any Abuse Claims that occurred after December 5, 1980, is enrolled in Medicare Parts A and B (fee- for-service), Part C (Medicare Advantage), or Medicare Part D (drug coverage). This includes implementing an appropriate process to gather the necessary information for querying CMS on such determination, including, but not limited to, the Claimant's first and last name, date of birth, gender, address, and social security number or health insurance claim number.

(d) The Trust shall timely submit all reports required under MMSEA because of any Abuse Claims that occurred after December 5, 1980, settled, resolved, paid, or otherwise liquidated by the Trust. The Trust, as a Responsible Reporting Entity, shall follow all applicable guidance published by CMS and/or any other agency or successor Entity charged with responsibility for tracking, assessing, or receiving reports made under MMSEA to determine whether, and, if so, how, to report to such agency or agencies under MMSEA.

(e) For each Abuse Claim that occurred after December 5, 1980, before remitting funds to any Person on account of such Abuse Claim, the Trust Administrator shall obtain (i) a certification that said Person (or such Person's authorized representative) has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under the MSPA provisions, or any related rules, regulations, or guidance, in connection with, or relating to, such Abuse Claim, and (ii) an agreement that such Person indemnify the Trust for any such obligations. The failure by one or more Holders of Abuse Claims to follow these provisions shall not delay or impair the payment by the Trust to any other Holder of an Abuse Claim following these provisions.

(f) Upon request, the Trust shall provide to a Settling Insurer or the Debtor information sufficient to perform their own queries to CMS, to the extent they wish to do so, including a report setting forth: (i) each Abuse Claimant whom the Trust Administrator has determined to be a Medicare Beneficiary and (ii) the amount of (a) all conditional payments to each such Medicare Beneficiary and (b) the amount of the reserve maintained by the Trust for each Medicare Claim based upon such conditional payments.

(g) The Trust shall submit reimbursement to CMS for Medicare Claims relating to Abuse Claims.

(h) With respect to all Abuse Claims, the Trust shall maintain sufficient funds to pay any potential reimbursements to CMS in full and consider the potential future interests of CMS.

(i) Nothing in this Plan shall imply, or constitute an admission, that the Debtor, the Protected Parties, or any Settling Insurer Releasees are "applicable plans" within the meaning of MMSEA, or that they have any legal obligation to report any actions undertaken by the Trust or contributions to the Trust under MMSEA or any other statute or regulation.

ARTICLE VII
SETTLING INSURERS

7.1. Insurance Settlement Agreements. Each Insurance Settlement Agreement is effective and binding upon all Persons who have notice (including constructive notice, to the extent applicable), and any of the foregoing Persons' successors and assigns (including, for the avoidance of doubt, the Trust and the Trust Administrator), upon entry of the Insurance Settlement Approval Order approving such Insurance Settlement Agreement and satisfaction of all conditions precedent set forth therein. Payment to the Trust of a Settling Insurer's Insurance Settlement Amount, and the releases by the Debtor and Protected Parties of that Settling Insurer, shall occur and/or be effective according to the terms of such Settling Insurer's Insurance Settlement Agreement. The Insurance Settlement Agreements shall survive the confirmation, effectiveness, and consummation of this Plan. The rights of the parties under any Insurance Settlement Agreement shall be determined exclusively under the applicable Insurance Settlement Agreement and those provisions of the Insurance Settlement Approval Order approving such Insurance Settlement Agreement. In the event of a conflict between (a) any Insurance Settlement Agreement, on the one hand, and (b) this Plan, on the other, the terms of the applicable Insurance Settlement Agreement shall control and govern; and/or in the event of a conflict between (y) the Insurance Settlement Approval Order(s), on the one hand, and (z) the Confirmation Order, on the other, the terms of the Insurance Settlement Approval Order(s) shall control and govern.

7.2. <u>Contribution Claims</u>.

7.2.1. Each Settling Insurer agrees that it will not pursue any contribution claim that it might have against any other Insurer (a) whose Insurer Contribution Claim against Settling Insurers is satisfied and extinguished entirely through the judgment reduction provisions set forth in Section 7.3 below; or (b) that does not make an Insurer Contribution Claim against the Settling Insurers, or any of them. If, in the future, a Non-Settling Insurer releases its Insurer Contribution Claims, if any such exist, that it may have against the Settling Insurers, then such released Settling Insurer shall release its Insurer Contribution Claims against such releasing Insurer.

7.2.2. If any Insurer asserts a Claim directly against the Trust arising from or concerning the Settling Insurer Policies, any Insurer Contribution Claim of the Settling Insurers shall be transferred to the Trust, and the Trust shall be authorized to assert the Insurer Contribution Claims of such Settling Insurer against such other Insurer in accordance with the applicable Insurance Settlement Agreement.

7.2.3. For the avoidance of doubt, nothing in this Section 7.2 or otherwise shall limit (or be deemed or construed to limit) the effectiveness of the Settling Insurer Injunction.

7.3. <u>Litigation/ Settlement Between an Alleged Insured or Abuse Claimant and Non-Settling Insurers</u>.

7.3.1. In any Action involving the Debtor, the Reorganized Debtor and/ or any Protected Party (collectively, "**<u>Alleged Insured</u>**") and/ or an Abuse Claimant, as applicable, and one or more Non-Settling Insurers, where a Non-Settling Insurer has asserted, asserts, or could assert any Insurer Contribution Claim against any of the Settling Insurers, then any judgment or award obtained by such Alleged Insured or Abuse Claimant against such Non-Settling Insurer shall be automatically reduced by the amount, if any, that such Settling Insurer(s) would be liable to pay the Non-Settling Insurer as a result of the Non-Settling Insurer's asserted Insurer Contribution Claim ("**<u>Reduction Amount</u>**") so that the Insurer Contribution Claim is thereby satisfied and extinguished entirely.

7.3.2. In any Action involving an Alleged Insured or Abuse Claimant against a Non-Settling Insurer, where any of the Settling Insurers are not a party, such Alleged Insured or Abuse Claimant shall obtain a finding from that court or arbitrator(s), as applicable, of the Reduction Amount before entering judgment against such Non-Settling Insurer.

7.3.3. If an Alleged Insured or Abuse Claimant and a Non-Settling Insurer enter into an agreement settling one or more Abuse Claims (including, for the avoidance of doubt, a Trust Insurance Settlement Agreement), then such agreement shall include a provision whereby such Insurer releases its Insurer Contribution Claims against the Settling Insurers.

7.3.4. The Settling Insurer(s) allegedly responsible for the Non-Settling Insurer's Insurer Contribution Claim shall upon request and at the sole expense of the Trust cooperate in good faith with the Alleged Insured or the Trust, as applicable, to take commercially reasonable steps to aid the Alleged Insured or the Trust, as applicable, in defending against the Insurer Contribution Claim or to otherwise establish the Reduction Amount. In the event that application of the Reduction Amount eliminates the Non-Settling Insurer's Contribution Claim, then any determination regarding the reimbursement by the Trust of costs and expenses, including legal fees, shall be determined by a court of competent jurisdiction.

7.3.5. To ensure that the reduction contemplated above is accomplished, the Settling Insurers shall be entitled to: (i) notice, within a reasonable time, of the initiation of any future Action against or future settlement negotiations with any Non-Settling Insurer in which an Insurer Contribution Claim could be asserted against any Settling Insurers, 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 above; (iii) the reasonable cooperation of the applicable Alleged Insured or the Trust, as applicable, at the sole cost and expense of the Trust, so that the Settling Insurers (or, as applicable, the Trust) can assert Section 7.3 as a defense in any Action against an Insurer 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 Settling Insurers from any Insurer 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, alternatively, the Trust; or (b) if no Alleged Insured is such a party and the Trust does not provide such notice, 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 Abuse Claimant bound by this Plan.

7.3.6. For the avoidance of doubt, nothing in this Section 7.3 or otherwise shall limit (or be deemed or construed to limit) the effectiveness of the Settling Insurer Injunction.

ARTICLE VIII
PRESERVATION OF NON-SETTLING INSURERS' RIGHTS

8.1. Insurance Obligations Remain Unaltered.

8.1.1. Notwithstanding confirmation of this Plan, the Debtor, the Reorganized Debtor and any Protected Party shall not be relieved of their duties and obligations under any Non-Settling Insurer Policies and shall continue to perform such duties as required by such Non-Settling Insurer Policies and applicable law. Nothing in this Plan alters, modifies, amends, impairs or prejudices the terms and conditions of the Non-Settling Insurer Policies, any reinsurance agreements related thereto, and any rights and obligations under the Non-Settling Insurer Policies, including, without limitation, contractual rights, duties, obligations, or defenses of the Debtor, the Reorganized Debtor, any Protected Party, and the Non-Settling Insurers. Coverage under Non-Settling Insurer Policies shall be determined under the Non-Settling Insurer Policies, as applicable, and applicable non-bankruptcy law as if this Chapter 11 Case had not occurred. For the avoidance of doubt, in any insurance recovery action (including under Cal. Ins. Code § 11580 or otherwise) against a Non-Settling Insurer, Abuse Claimants shall have no greater or lesser rights than those available under the Non-Settling Insurer Policies and applicable law.

8.1.2. All of the Non-Settling Insurer Policies, and all rights and obligations of the Debtor and Protected Parties, if any, will automatically become vested, unaltered, in the Reorganized Debtor and/or Protected Party as of the Effective Date without necessity for further approvals or orders.

8.1.3. The Non-Settling Insurers remain fully liable for their obligations related in any way to the Abuse Claims, and their obligations are not reduced by the fact that the Debtor is in bankruptcy or by the amount of any distributions Abuse Claimants receive, or may be entitled to receive, based on this Plan. Consenting Class 5 Litigation Claimants may continue efforts to obtain recoveries from Non-Settling Insurers related to the Abuse Claims as set forth in this Plan. Any such recoveries from Non-Settling Insurers will be handled pursuant to the terms of this Plan and the Trust Documents.

8.1.4. If the Trust asserts any Claim that the Debtor, the Reorganized Debtor or any Protected Party has breached its duties or obligations under the Non-Settling Insurer Policies resulting in a loss of coverage, it shall give such party notice and an opportunity to cure any alleged breach, and in any event, the Debtor, the Reorganized Debtor or any Protected Party shall not be liable for any alleged breach resulting in a loss of coverage except to the extent that (a) the breach relates to post-Effective Date conduct of the Debtor, the Reorganized Debtor or any Protected Party and (b) the Debtor, the Reorganized Debtor or any Protected Party willfully or intentionally fails to comply with its continuing obligations under the Non-Settling Insurer Policies. Any such Claim will not be automatically allowed; the Debtor, the Reorganized Debtor or any Protected Party will have the right to defend against such Claim in the Bankruptcy Court or, if the Bankruptcy Court no longer has jurisdiction over the Chapter 11 Case, in a court of competent jurisdiction subject to all due process protections. For the avoidance of doubt, this Section 8.1.4 applies only to those preconditions and contractual requirements, if any, that the Debtor, the Reorganized Debtor or any Protected Party must satisfy under the Non-Settling Insurer Policies or applicable law as a condition of receiving coverage under such Non-Settling Insurer Policies.

8.2. <u>Preservation of Non-Settling Insurers' Rights</u>.

8.2.1. If an Abuse Claim is liquidated in any state or federal court as may be permitted by this Plan, then each Non-Settling Insurer shall retain the right to assert (i) any and all coverage defenses; and (ii) any and all rights and defenses of the Debtor and the Protected Parties with respect to such Abuse Claim.

8.2.2. In defending against any Abuse Claim in any state or federal court, each Non-Settling Insurer shall be entitled to all rights and defenses as are provided under the terms of its Non-Settling Insurer Policies as if the Trust Distribution Plan did not exist and the determination by the Abuse Claims Reviewer never occurred. For the avoidance of doubt, the Allowance of Abuse Claims, assignment of points and distributions from the Trust to Holders of Allowed Class 5 Claims:

(a) shall not (i) constitute an admission of liability by any Person with respect to such Abuse Claims; (ii) have any res judicata or collateral estoppel effect on any Person; (iii) constitute a settlement, release, accord, satisfaction, or novation of such Abuse Claims; (iv) be used by any third-party as a defense to any alleged joint liability; or (v) otherwise prejudice any rights of the Trust, the Debtor, the Reorganized Debtor, the Protected Parties, Non-Settling Insurers, or Abuse Claimants in all other contexts or forums;

(b) shall be without prejudice to any and all rights of the Trust, the Debtor, the Reorganized Debtor, the Non-Settling Insurers, and Abuse Claimants in all other contexts and forums;

(c) shall not be deemed to be a determination of liability of the Debtor or any Protected Party or a determination of whether, or the extent to which, such Abuse Claim is covered under any Non-Settling Insurer Policy;

(d) shall have no effect upon any "no action" provisions contained in any Non-Settling Insurer Policy to the extent any such provision remains enforceable by a Non-Settling Insurer under applicable law; and

(e) shall not affect the rights, claims and obligations of the Debtor or any Protected Parties under the Non-Settling Insurer Policies.

8.2.3. Nothing in this Plan, the Confirmation Order, or any Plan Document shall impose any obligation on any Non-Settling Insurer to provide a defense for, settle, or pay any judgment with respect to, any Abuse Claim, or grant to any Person any right to sue any Non-Settling Insurer directly, relating to an Abuse Claim. All such obligations with respect to Non-Settling Insurers shall be determined by and in accordance with the terms of the Non-Settling Insurer Policies and with applicable law.

8.2.4. For the avoidance of doubt, a Non-Settling Insurer shall not be liable for an Abuse Claim after the Effective Date unless: (i) a judgment is obtained by the Abuse Claimant in the underlying state court action against the Debtor or other co-insured parties; and (ii) coverage is then established for that judgment through an insurance coverage lawsuit. In the event a Non-Settling Insurer makes a settlement payment for an Abuse Claim that it does not believe is covered, such Non-Settling Insurer shall retain its right to assert a Contribution Claim, which claim shall be channeled to the Trust and handled pursuant to Section 8.2.6.

8.2.5. Non-Settling Insurers shall be entitled to both (i) defend the Debtor and other co-insured parties against the underlying state court action; and (ii) contest coverage for those lawsuits through separate litigation, subject to the terms of their policies and applicable law.

8.2.6. Scope of Plan Injunctions. Any injunction under this Plan or Confirmation Order shall not enjoin a Non-Settling Insurer's right to assert any Claims against the Trust for contribution, subrogation, indemnification, reimbursement, recoupment, or other similar Cause of Action (collectively, "**Contribution**") for any alleged share or equitable share paid by such Non-Settling Insurer relating to the defense and/or indemnity obligation for any Abuse Claim, or for any Cause of Action released in any Insurance Settlement Agreements, including but not limited to any claim for reimbursement, recoupment, or other similar Cause of Action under *Blue Ridge Ins. Co. v. Jacobsen*, 25 Cal. 4th 489 (2001) or *Buss v. Superior Court*, 16 Cal. 4th 35 (1997). Such Contribution Claims may not be asserted against the Debtor, the Reorganized Debtor, or any Settling Insurer Releasee, but only against the Trust. If a Non-Settling Insurer asserts it has (a) Contribution Claims directly or indirectly arising out of or in any way relating to such Non-Settling Insurer's payment of loss on behalf of the Debtor or defense expenses incurred in any action that should have been paid by or are otherwise attributable to a Settling Insurer or the Debtor related to any Abuse Claim or (b) rights to recover any self-insured retentions/obligations and/or deductibles (collectively, "**Payment Obligations**") in connection with its payment of defense and/or indemnity related to an Abuse Claim, then (i) such Contribution Claims or Payment Obligations may be asserted as a setoff, defense, or counterclaim against any Abuse Claimant in any insurance action or insurance recovery action (under Cal. Ins. Code § 11580 or otherwise) involving such Non-Settling Insurer and (ii) to the extent such Contribution Claims or Payment Obligations are determined to be valid, the liability (if any) of such Non-Settling Insurer to the holder of the Abuse Claim shall be reduced by the amount of such Contribution Claims or Payment Obligations, provided that if any such Contribution Claim exceeds the liability of such Non-Settling Insurer to the Abuse Claimant, the Non-Settling Insurer does not waive any excess claim and may seek affirmative recovery from the Trust. To the extent payment of a self-insured retention is a condition to a Non-Settling Insurer's obligation to provide defense or indemnity under applicable non-bankruptcy law and the Non-Settling Insurer's applicable insurance policies, the failure of the Trust to pay such self-insured retention to the Non- Settling Insurer shall result in the Non-Settling Insurer having the right to argue that such failure of payment is a complete defense to any claim for coverage by the Non-Settling Insurer to, or related to, any claim for recovery of insurance from the Non-Settling Insurer.

8.3. Becoming a Settling Insurer. A Non-Settling Insurer may become a Settling Insurer at any time upon the due execution and delivery of an Insurance Settlement Agreement, entry of an Insurance Settlement Agreement Approval Order and the payment to the Trust of the Insurance Settlement Amount due thereunder. Each Settling Insurer shall be (a) protected by the Channeling Injunction, Gatekeeper Injunction, and Settling Insurer Injunction and (b) entitled to benefit from all releases given and/or executed by Claimants and the other rights and protections of a Settling Insurer under this Plan, the Trust Documents, and the Insurance Settlement Approval Orders.

ARTICLE IX
PROVISIONS GOVERNING DISTRIBUTIONS GENERALLY

The following provisions of this Plan shall not apply to the Distributions to be made to Class 5 and Class 6 Claims under the Trust.

9.1. Disbursing Agent. The Reorganized Debtor shall, by and through its professional Glass Ratner, be the "**Disbursing Agent**" for all payments to be made under this Plan except for payments made to Class 5 and Class 6 Claims under the Trust. With respect to the Trust, the Trust Administrator shall be responsible for all Distributions made under the Trust.

9.2. Manner of Payment. Any payment of Cash under this Plan may be made either by check drawn or by wire transfer from a domestic bank, at the option of the Disbursing Agent.

9.3. Payments and Distributions on Disputed Claims. Disputed Claims that become Allowed Claims shall be paid from the Disputed Claim Reserve established under Section 9.4 of this Plan. No Distribution shall be made on a Claim where only a portion of such Claim is disputed until such dispute is resolved by settlement or Final Order.

9.4. Disputed Claim Reserve. If the Disbursing Agent makes a Distribution to Holders of Allowed Claims in a Class prior to the resolution of all Disputed Claims in such Class, the Disbursing Agent shall reserve an amount for any Disputed Claims in such Class equal to the amount that such Holders of Disputed Claims in such Class would be entitled to receive under this Plan if such Disputed Claims were Allowed in the asserted amount of the Claim.

9.5. Transmittal of Distributions to Parties Entitled Thereto. All Distributions by check shall be deemed made at the time such check is deposited in the United States mail, postage prepaid. Any Distributions by wire transfer shall be deemed made as of the date the wire transfer is made. Except as otherwise agreed with the Holder of an Allowed Claim in respect thereof or provided in this Plan, any Distribution required under this Plan on account of an Allowed Claim shall be mailed to (i) the latest mailing address filed for the Holder of an Allowed Claim entitled to a distribution, (ii) the latest mailing address filed for a Holder of a filed power of attorney designated by the Holder of such Claim to receive distributions, (iii) the latest mailing address filed for the Holder's transferee as identified in a filed notice served on the Debtor pursuant to Bankruptcy Rule 3001(e), or (iv) if no such mailing address has been filed, the mailing address reflected on the Debtor's schedules or in the Debtor's books and records. The Holder of a Claim shall be required to promptly notify the Reorganized Debtor and the Bankruptcy Court of any change in its mailing address.

9.6. Distribution of Unclaimed Property. Except as otherwise provided in this Plan, any Distribution under this Plan which is unclaimed after three months following any Distribution Date shall be forfeited, and such distribution, together with any interest earned thereon, shall return to and revest in the Reorganized Debtor.

9.7. Saturday, Sunday or Legal Holiday. If any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the following Business Day but shall be deemed to have been completed as of the required date.

9.8. Setoffs and Recoupment. Subject to the terms of this Plan and pursuant to section 553 of the Bankruptcy Code and applicable law, the Debtor or Reorganized Debtor, as appropriate, may but shall not be required to, setoff against or recoup from any Claim on which payments are to be made pursuant to this Plan, any Claims of any nature whatsoever the Debtor may have against the Holder of such Claim.

9.9. Fractional Cents and De Minimis Distributions. Notwithstanding any other provisions of this Plan to the contrary, no payment of fractional cents will be made under this Plan. Cash will be issued to Holders entitled to receive a Distribution of Cash in whole cents (rounded to the nearest whole cent when and as necessary). Any Distribution of less than $25.00 will be considered *de minimis*, and Holders of Allowed Claims that are entitled to an interim or final Distribution of less than $25.00 will not receive any distribution. Such funds will remain with and revest in the Reorganized Debtor.

9.10. Allowance and Disallowance of Claims.

9.10.1. **Allowance of Claims**. Except as expressly provided in this Plan, no Claims shall be deemed Allowed by virtue of this Plan or the Confirmation Order unless and until such Claim is deemed Allowed under the Bankruptcy Code, or the Bankruptcy Court enters a Final Order in this Chapter 11 Case allowing such Claim. Notwithstanding the foregoing, any Claim included in the Debtor's Schedules that is not listed as contingent, unliquidated, and/or disputed shall be an Allowed Claim. Any Proof of Claim filed in an unliquidated amount shall be deemed Allowed in the amount listed in the Debtor's Schedules as liquidated, not contingent and not disputed. The Allowance and disallowance of Claims shall be in all respects subject to the provisions of section 502 of the Bankruptcy Code.

9.10.2. **Disallowance of Non-Abuse Claims**. Except as expressly provided in this Plan, all Claims held by Persons against whom the Debtor or Reorganized Debtor, as appropriate, have filed or commenced or may in the future file or commence a Claim under sections 542, 543, 544, 547, 548, 549, 550, 551, 553 or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code. The Holders of any and all Non-Abuse Claims filed with the Bankruptcy Court after the Bar Date shall (i) be deemed disallowed without further action by the Debtor or Reorganized Debtor and without any further notice to or action, order, or approval of the Bankruptcy Court and (ii) not be entitled to a distribution, unless otherwise allowed by Final Order of the Bankruptcy Court. This Section 9.10.2 shall not apply to any Claims by a Settling Insurer arising from or relating to such Settling Insurer's Insurance Settlement Agreement.

9.11. Resolution of Disputed Claims.

9.11.1. **Objections to Claims**. Except as otherwise set forth herein, the Debtor shall have standing and the right to commence and pursue objections to Claims prior to the Effective Date, and the Reorganized Debtor shall have such standing after the Effective Date. All objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made. Any objection to a Class 2 Claim must be filed by the later of: (1) 180 days after the entry of the order confirming this Plan; or (2) 60 days after the Claim is filed or amended. If no objection is filed, a Claim shall be deemed an Allowed Claim. The Debtor reserves the right to seek an extension of such date, *provided, however*, that such right shall be limited to one extension of 60 days.

9.11.2. An objection to the allowance of a Claim shall be in writing and shall be filed with the Bankruptcy Court by the Debtor or Reorganized Debtor, as applicable. Except as expressly set forth herein or in any Insurance Settlement Agreement or Insurance Settlement Approval Order, nothing herein, in the Confirmation Order or in any Order in aid of Confirmation, shall constitute, or be deemed to constitute, a waiver or release of any Claim, including any Avoidance Action, right of setoff or recoupment or other legal or equitable defense which the Debtor had immediately prior to the commencement of this Chapter 11 Case against or with respect to any Claim. Except as set forth herein or in any Insurance Settlement Agreement or Insurance Settlement Approval Order, on and after the Effective Date, the Reorganized Debtor shall have, retain, reserve and be entitled to assert all such Claims, rights of setoff and recoupment and other legal or equitable defenses that the Debtor had immediately prior to the commencement of this Chapter 11 Case against or with respect to any Claim. For the avoidance of doubt, and notwithstanding anything to the contrary in this Section 9.11.2 or otherwise, the Reorganized Debtor shall not retain, reserve, or be entitled to assert against any Settling Insurer any Avoidance Action or other Claim released, settled, or sold back to such Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement.

ARTICLE X
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1. Executory Contracts and Unexpired Leases. On the Effective Date, all executory contracts and unexpired leases not rejected on or before Confirmation will be deemed rejected. The Confirmation Order shall constitute an order approving such rejection as of the Effective Date. For the avoidance of doubt, the Insurance Settlement Agreements are not executory contracts within the meaning of the Bankruptcy Code and are not subject to the treatment set forth in this Article X.

10.2. Bar to Rejection Damages. All Proofs of Claim for Claims arising from a rejection of an executory contract or unexpired lease must be filed with the Bankruptcy Court within the earlier of (i) the date set forth for filing claims in any order of the Bankruptcy Court approving such rejection and (ii) 30 days after Confirmation. Any Proofs of Claim that are not filed timely shall be barred forever from assertion.

ARTICLE XI
CONFIRMATION AND CONSUMMATION OF THIS PLAN

11.1. Conditions Precedent to Confirmation. Confirmation of this Plan shall not occur unless all of the following conditions precedent have been satisfied:

(a) the Plan Documents shall be in form and substance acceptable to the Plan Proponents and each Settling Insurer, except that the Trust Distribution Procedures need only be in form and substance acceptable to the Plan Proponents;[1]

[1] Neither the Insurance Settlement Agreements nor any of the Settling Insurers' actions or inactions in this Chapter 11 Case shall be deemed as support for the Trust Distribution Procedures, and no party shall argue

(b) unless waived by the Non-Debtor Affiliates, no less than 85% of Abuse Claimants having timely filed a Proof of Claim, a list of which will be attached to this Plan as Exhibit 11.1(b), which will be filed as a Plan Supplement, are Consenting Class 5 Claimants prior to entry of the Confirmation Order;

(c) unless waived by the Non-Debtor Affiliates, each of the Abuse Claimants listed in Exhibit 11.1(c), which will be filed as a Plan Supplement, have executed a Consenting Class 5 Claim Release Agreement; and

(d) the Confirmation Order is in form and substance acceptable to the Plan Proponents and each Settling Insurer and in all events:

(i) provides for confirmation of this Plan;

(ii) specifically, and individually, orders all Persons, as set forth in this Plan, to act or refrain from acting as specified in this Plan;

(iii) incorporates the terms and provisions of the Insurance Settlement Approval Order(s) as though fully set forth therein;

(iv) orders the Trust Administrator to perform the obligations, if any, imposed upon the Trust Administrator by this Plan, the Trust Documents, and as contemplated in each Insurance Settlement Agreement;

(v) approves and implements the Channeling Injunction and Gatekeeper Injunction; and

(vi) incorporates the Settling Insurer Injunction.

11.2. Conditions Precedent to the Effective Date. The Effective Date shall not occur, and this Plan shall not be consummated, unless and until each of the following conditions have been satisfied:

(a) the Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Plan Proponents and each Settling Insurer;

(b) the Confirmation Order shall be a Final Order, and no stay of the Confirmation Order shall then be in effect;

(c) the Trust Administrator and the Debtor shall have executed the Trust Agreement, the Debtor shall have delivered to the Trust Administrator the Trust Agreement, and the Trust shall have been formed;

(d) the payments required to be made by or on the Effective Date under this Plan shall have been irrevocably received in good funds by the Trust, including, but not limited to, the Debtor Cash Contribution and the Non-Debtor Affiliates Cash Contribution;

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in any proceeding that the Settling Insurers agreed or acquiesced to the Trust Distribution Procedures; the Settling Insurers take no position on the matter.

(e) each Insurance Settlement Agreement agreed to prior to the Confirmation Date shall have been duly executed by all parties thereto and approved by the Bankruptcy Court via entry of the Insurance Settlement Approval Order(s); and

(f) this Plan has not been materially amended, altered, or modified as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made with consent of the Plan Proponents and each affected Settling Insurer.

11.3. <u>Notice of Effective Date</u>. The Debtor shall file with the Bankruptcy Court and serve on all Holders of Claims a Notice of Effective Date within three days after the occurrence of the Effective Date. Such notice will include all relevant deadlines put into effect by the occurrence of the Effective Date.

11.4. <u>Waiver of Conditions Precedent</u>. The condition in Section 11.2(b) may be waived by the mutual written consent of the Plan Proponents and each Settling Insurer without notice to or leave or order of the Bankruptcy Court or any formal action other than proceedings to confirm and/ or consummate this Plan.

11.5. <u>Effect of Non-Occurrence of Conditions</u>. If substantial consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement will: (a) constitute a waiver or release of any Claims by or against the Debtor, the Reorganized Debtor, or the Protected Parties; (b) prejudice in any manner the rights of the Debtor, the Reorganized Debtor, or the Protected Parties or the Trust; (c) constitute an admission, acknowledgement, offer, or undertaking by the Protected Parties in any respect, including but not limited to, in any proceeding or case against the Debtor; or (d) be admissible in any action, proceeding, or case against the Protected Parties in any Bankruptcy Court or other forum. Notwithstanding the foregoing, each Insurance Settlement Agreement (including any release or waiver of Claims in accordance with the terms thereof) shall continue and survive, in accordance with its terms and to the extent set forth therein.

ARTICLE XII
<u>EFFECTS OF PLAN CONFIRMATION</u>

12.1. <u>Discharge</u>.

12.1.1. Except as provided in Section 12.1.4 of this Plan, in the Confirmation Order, or in any Insurance Settlement Agreement or Insurance Settlement Approval Order, on the Effective Date under section 1141(d) of the Bankruptcy Code, the Debtor will be discharged from all liability for any and all Claims, known or unknown, whether or not giving rise to a right to payment or an equitable remedy, that arose, directly or indirectly, from any action, inaction, event, conduct, circumstance, happening, occurrence, agreement, or obligation of the Debtor before the Confirmation Date, or that otherwise arose before the Confirmation Date, including all interest, if any, on any such Claims, whether such interest accrued before or after the date of commencement of this Chapter 11 Case, and including, without limitation, all Claims based upon or arising out of an Abuse Claim and from any liability of the kind specified in sections 502(g), 502(h), and 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim is filed or is deemed filed under section 501 of the Bankruptcy Code; (b) such Claim is Allowed under this Plan; or (c) the Holder of such Claim has accepted or rejected this Plan. The discharge granted to the Debtor under this Plan does not affect, diminish, or impair any Claims against the Debtor and/or the Reorganized Debtor resulting from a breach of the Debtor's, Reorganized Debtor's, or any Protected Party's obligations and duties under (y) a Non-Settling Insurance Policy or (z) any Insurance Settlement Agreement.

12.1.2. To preserve coverage under any Non-Settling Insurance Policy, (i) the Debtor shall not be discharged until the applicable Abuse Claim Discharge Date, (ii) the payment on Abuse Claims by the Trust will not, prior to the occurrence of the Abuse Claim Discharge Date, constitute a release, accord, or novation of the Debtor's or any Protected Parties' liability with respect to Class 5 Claims and (iii) Abuse Claimants specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any Protected Party that implicate insurance coverage under any Non-Settling Insurance Policy, but recovery is limited to the proceeds of the Non-Settling Insurance Policy, and to all other damages (including Coverage Claims), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of its conduct regarding insurance coverage for, or defense or settlement of, any Abuse Claim, and any such judgments or awards will be handled in accordance with this Plan and Trust Documents.

12.1.3. Consenting Class 5 Litigation Claimants shall be permitted to name the Debtor, the Reorganized Debtor or any Protected Party in any litigation or other proceeding to resolve whether the Debtor, the Reorganized Debtor or any Protected Party has liability for Abuse Claims and the amount of any such liability, solely for the purpose of pursuing Coverage Claims against Non-Settling Insurers. The discharge hereunder does not apply to, and shall not limit in any way, the obligations of Non-Settling Insurers to defend and pay the Debtor's, the Reorganized Debtor's or any Protected Party's liability for Abuse Claims under any Non-Settling Insurance Policy.

12.1.4. The "**<u>Abuse Claim Discharge Date</u>**" with respect to each Abuse Claim shall be determined as follows:

(a) With respect to any Abuse Claim held by a Non-Consenting Class 5 Claim or a Non-Consenting Class 6 Claim, the Abuse Claim Discharge Date shall be the Effective Date.

(b) With respect to any Abuse Claim held by a Consenting Class 5 Claimant who elects, on or before the first anniversary of the Effective Date, to proceed as a Consenting Class 5 Litigation Claimant, the Abuse Claim Discharge Date shall be the earlier of (a) the date on which all Abuse Claims asserted by such Consenting Class 5 Litigation Claimant against the Debtor and/or any Protected Party have been fully adjudicated, settled or dismissed on a final and non-appealable basis, (b) the date on which the Abuse Claimant withdraws his or her election to be a Consenting Class 5 Litigation Claimant; or (c) the date on which the Trust enters into a Trust Insurance Settlement with respect to all Non-Settling Insurer Policies that are alleged to afford coverage for that Claim.

(c) With respect to any Abuse Claim held by Abuse Claimants who do not elect to become Consenting Class 5 Litigation Claimants on or before the first anniversary of the Effective Date, the Abuse Claim Discharge Date shall be the first anniversary of the Effective Date.

12.1.5. Subject to Section 8.1.4, but notwithstanding any other provisions herein or the Confirmation Order to the contrary, if any Non-Settling Insurer is released of its duty to defend and/or indemnify the Debtor, the Reorganized Debtor or any Protected Party due, in whole or in part, to the Debtor's, the Reorganized Debtor's, or any Protected Party's breach of its obligations and duties under a Non-Settling Insurance Policy, the Debtor, the Reorganized Debtor and such Protected Party shall be liable for any alleged breach causing a loss of insurance coverage to the extent described in Section 8.1.4, above.

12.1.6. Notwithstanding anything herein to the contrary, Class 5 and 6 Claimants do not release any Claim(s) against other Persons (other than a Released Party), including Excluded

Parties, who will remain severally liable on any Claims for Abuse. Any Person that is or was alleged to be a Joint Tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of an Abuse Claim shall not be liable for any Released Party's share of causal liability or fault.

12.2. Exculpation; Limitation of Liability. From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for any Claim by any other Exculpated Party, by any Holder of a Claim, or by any other party in interest, for any act or omission (i) that occurred from the Petition Date through the Effective Date in connection with this Chapter 11 Case or (ii) in connection with the formulation, negotiation, or pursuit of confirmation of this Plan, except for Claims arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under this Plan. Without limiting the generality of the foregoing, the Exculpated Parties shall be entitled to and granted benefits of section 1125(e) of the Bankruptcy Code and the Channeling Injunction.

12.3. Effective Date Injunctions.

12.3.1. **Injunction Against Interference with this Plan.** Upon entry of the Confirmation Order, all Holders of Claims and all Non-Settling Insurers shall be precluded and enjoined from taking any actions to interfere with the implementation and consummation of this Plan. On the Effective Date, the injunctions provided for in this Plan shall be deemed issued, entered, valid, and enforceable according to their terms. The injunctions shall be permanent and irrevocable and are not subject to vacatur or modification.

12.3.2. **Channeling Injunction.** This provision shall be referred to as the "**Channeling Injunction**." Except as provided in this Plan for the treatment of Consenting Class 5 Litigation Claims, in consideration of the undertakings of the Released Parties (including, where applicable, their respective settlements with the Debtor and/or Trust), their contributions to the Trust, other consideration, and to further preserve and promote the agreements between and among the Released Parties, the Trust Administrator and the Unknown Abuse Claimants Representative, and the protections afforded the Released Parties, and pursuant to sections 105, 1123 and 1129 of the Bankruptcy Code:

(a) All Abuse Claims and Unknown Abuse Claims against the Debtor are channeled into the Trust;

(b) All Abuse Claims and Unknown Abuse Claims held by Consenting Class 5 and Class 6 Claimants against the other Released Parties are channeled into the Trust;

(c) All other Channeled Claims are channeled into the Trust;

(d) All Entities that have held or asserted, hold or assert, or may in the future hold or assert, any Channeled Claim are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim, including:

(i) Commencing or continuing in any manner any suit, action or other proceeding of any kind with respect to any Channeled Claim against any of the Released Parties, or against any property or assets of any of the Released Parties;

(ii) Enforcing, attaching, collecting or recovering, or seeking to accomplish any of the foregoing, by any manner or means, any judgment, award, decree, or order with respect to any Channeled Claim from any of the Released Parties, or against any property or assets of any of the Released Parties;

(iii) Creating, perfecting or enforcing against any Released Party or the property or assets of any Released Party any Lien of any kind relating to any Channeled Claim;

(iv) Asserting, implementing, or effectuating any Channeled Claim against:

(1) Any obligation due any of the Released Parties;

(2) Any of the Released Parties; or

(3) The property of any of the Released Parties; and

(v) Asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Released Parties or the property of any of the Released Parties.

This Channeling Injunction is an integral part of this Plan and is essential to the Plan's consummation and implementation. The channeling of Channeled Claims as provided above shall inure to the benefit of the Released Parties. In a successful action to enforce the Channeling Injunction 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 hearing.

12.3.3. **Limited Exceptions:**

a. Non-Consenting Class 5 Claimants and Non-Consenting Class 6 Claimants excepted: The injunction set forth in Section 12.3.3 shall not apply to prevent a Non-Consenting Class 5 Claimant or a Non-Consenting Class 6 Claimant from asserting any Claim they may have against any Protected Parties or Non-Settling Insurers in accordance with, and subject to, the terms and provisions of this Plan.

b. Preservation of Insurance Claims: The injunction set forth in Section 12.3.3 shall not prevent Consenting Class 5 Litigation Claimants from naming the Debtor, the Reorganized Debtor or any Protected Party in any litigation or other proceeding to resolve whether the Debtor, the Reorganized Debtor or any Protected Party has liability for Abuse Claims and the amount of any such liability, solely for the purpose of pursuing Coverage Claims against Non-Settling Insurers.

12.3.4. Any injunction contained in a Bankruptcy Court-approved agreement with any Released Party (including, for the avoidance of doubt, any Insurance Settlement Agreement) is incorporated into this Plan by reference, is deemed fully set forth in this Plan, and is in addition to the Channeling Injunction. Any differences between this Channeling Injunction and the injunction(s) deemed set forth by this Section are not intended to affect, diminish, or impair the injunction(s) incorporated herein and contained in such agreement.

12.3.5. **Settling Insurer Injunction.** In consideration of the undertakings of the Settling Insurers pursuant to their respective Insurance Settlement Agreements, including the payment of each Settling Insurer's Insurance Settlement Amount, and the Settling Insurers' purchase of

Settling Insurer Policies and Related Insurance Claims free and clear of all Claims and Interests under section 363(f) of the Bankruptcy Code, and pursuant to sections 105, 363, 1123 and 1129 of the Bankruptcy Code, this Plan hereby incorporates by reference, adopts, and endorses (and the Confirmation Order shall adopt and endorse) the Settling Insurer Injunction set forth in the Insurance Settlement Approval Order(s) in all respects.

12.3.6. **Gatekeeper Injunction**. To the extent permitted by law, and subject in all respects to Section 12.3.2 of this Plan, no Enjoined Party may commence or pursue against any Released Party (a) an Abuse Claim or (b) any other Claim or cause of action that arose, arises from, or is related to an Abuse Claim, the Chapter 11 Case, the negotiation of this Plan, the administration of this Plan or property to be distributed under this Plan, the wind-down or reorganization of the business of the Debtor, the administration of the Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or cause of action represents a colorable Claim against a Released Party and (ii) subject in all respect to the Channeling Injunction and Settling Insurer Injunction, specifically authorizing such Enjoined Party to bring such Claim or cause of action against any such Released Party. The Bankruptcy Court will have jurisdiction to determine whether a Claim or cause of action is colorable and, to the extent legally permissible and as provided for in Article XIII of this Plan, have jurisdiction to adjudicate the underlying colorable Claim or cause of action. For the avoidance of doubt, the Gatekeeper Injunction does not apply to Claims commenced for the purpose of seeking recovery from Non-Settling Insurers.

12.3.7. **Term of Injunctions and Stays and Confirmation of Settlements With Debtor, Protected Parties and Settling Insurers.** All injunctions and/or stays provided for in this Plan, the injunctive provisions of sections 524 and 1141 of the Bankruptcy Code, and all injunctions or stays protecting the Released Parties are permanent, will remain in full force and effect following the Effective Date, and are not subject to being vacated or modified. The Insurance Settlement Agreements, if any, previously approved by an Insurance Settlement Agreement Approval Order are hereby affirmed, and any obligations of the Debtor with respect to such settlement agreements are excepted from the Debtor's discharge and shall be assumed by the Reorganized Debtor and Trust Administrator, as applicable, on the Effective Date.

12.3.8. **Release by Debtor of Claims Against Protected Parties and Settling Insurers.** Except for obligations arising under any executory contract assumed by the Reorganized Debtor, obligations under any settlement agreement (including, for the avoidance of doubt, any Insurance Settlement Agreement), and any Claims excepted from exculpation and discharge, the Debtor, the Reorganized Debtor, and the Estate, waive, release, settle, and compromise on the Effective Date any and all Claims or causes of action of every kind and nature that the Debtor, the Reorganized Debtor, or the Estate have or may have against a Protected Party or Settling Insurer Releasee, including without limitation, Avoidance Actions and any Claim that such Protected Party or Settling Insurer Releasee or its assets are a part of, or are owned by, the Debtor or the Estate. No such Claim will survive the Effective Date or be deemed to be assigned to the Trust. Nothing in the foregoing or otherwise contained in this Plan is intended to affect, diminish, or impair any releases in a Bankruptcy Court-approved agreement with a Protected Party or Settling Insurer (including, for the avoidance of doubt, any Insurance Settlement Agreement).

12.3.9. **Release by Holders of Channeled Claims**. Except as otherwise expressly provided in this Plan or the Confirmation Order, and to the fullest extent authorized by applicable law, all Releasing Parties, including Consenting Class 5 and Class 6 Claims, shall be deemed to provide a full release to the Released Parties and their respective property from any and all Claims relating to the Debtor, the Protected Parties, the Estate, the conduct of the Debtor's and the other Released Parties' businesses, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Disclosure Statement or this Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Disclosure

Statement, this Plan, the filing and prosecution of this Chapter 11 Case, the pursuit of confirmation and consummation of this Plan, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in this Plan, the business or contractual arrangements among the Releasing Parties and any Released Party, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date. The foregoing release shall be effective upon the occurrence of the Effective Date, except that, solely with respect to any Abuse Claim they may hold, each Class 5 Abuse Claimant will release the Debtor and/or any Protected Party upon the occurrence of the Abuse Claim Discharge Date applicable to such Abuse Claim.

12.4. <u>Mutual Releases</u>. Except for obligations arising under any executory contract assumed and assigned to the Reorganized Debtor, obligations arising under this Plan, and, solely with respect to the Debtor and the Protected Parties, Abuse Claims subject to delayed discharge in accordance with Section 12.1.4 above, on the Effective Date, each of the Protected Parties, the Committee, the Trust, and each Consenting Class 5 and Class 6 Claimant shall be deemed to waive and release any and all Claims and causes of action of every kind and nature that they may have against each other, except that Class 5 and 6 Abuse Claimants shall not waive their rights to distributions under the Trust in accordance with this Plan and the Trust Documents, and shall be deemed to release their Abuse Claims against the Debtor and the Protected Parties as of the applicable Abuse Claim Discharge Date; *provided, however*, that prior to their release any such Abuse Claims shall only be enforceable and compensable pursuant to the terms of this Plan and Plan Documents.

12.4.1. **<u>Releases in Insurance Settlement Agreements</u>.** Consenting Class 5 and Class 6 Claimants shall be deemed to waive, release, and discharge any and all Claims and causes of action of every kind and nature that they may have against a Settling Insurer on the date such Settling Insurer irrevocably remits in good funds the Insurance Settlement Amount due under such Settling Insurer's Insurance Settlement Agreement. The releases in the Insurance Settlement Agreements are hereby fully incorporated in this Plan by reference and are adopted and ratified in all respects, and the Confirmation Order shall adopt and ratify all such releases. For the avoidance of doubt, but without limiting the generality of the foregoing, the Confirmation Order shall provide that all such releases are binding upon the Debtor, the Reorganized Debtor, the Protected Parties (as applicable), the Trust, Trust Administrator, and Unknown Abuse Claims Representative.

12.5. <u>Vesting of Assets in Reorganized Debtor</u>. On the Effective Date, all Revested Assets shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances (except for Liens expressly preserved and continued under this Plan); *provided*, that all Settling Insurer Policies and all Claims settled, released, and/or sold back to a Settling Insurer pursuant to such Settling Insurer's Insurance Settlement Agreement shall be disposed of pursuant to the terms of such Insurance Settlement Agreement. On and after the Effective Date, except as otherwise provided in this Plan, the Reorganized Debtor may operate its businesses and may use, acquire or dispose of property and compromise or settle any Claims or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

12.6. <u>Causes of Action</u>. Except for the Claims released or otherwise resolved through this Plan or any Insurance Settlement Agreement, the Reorganized Debtor, on behalf of and for the benefit of the Debtor's estate, shall be vested with and shall retain, and may enforce, any and all Claims of any kind or nature whatsoever held by, through or on behalf of the Debtor and/or its Estate against any other Person, arising before the Effective Date that have not been fully resolved or disposed of prior to the Effective Date whether or not such Claims and Interests are specifically identified in the Disclosure Statement accompanying this Plan and whether or not litigation with respect to same has been commenced prior to the Effective Date.

12.7. Release and Discharge of the Committee. Effective on the Effective Date, the Committee shall be disbanded, and it and its Professionals released from their duties and obligations.

12.8. Compromise and Settlement of Claims, Interests, and Controversies. Pursuant to Section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions, payment of the Debtor Cash Contribution and the Non-Debtor Affiliates Cash Contribution, releases, and other benefits provided under this Plan, the provisions of this Plan and the Plan Documents shall constitute a good faith compromise of all Claims for Alter Ego Liability held by Consenting Class 5 and Class 6 Claimants and any right to assert Substantive Consolidation as to the Debor and the Non-Debtor Affiliates. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims and controversies, as well as a finding by the Bankruptcy Court that such compromises or settlements are in the best interests of the Debtor, its Estate, and holders of such Claims, and are fair, equitable, and reasonable.

ARTICLE XIII
RETENTION OF JURISDICTION

Pursuant to sections 105, 1123(a)(5) and 1142(b) of the Bankruptcy Code and 28 U.S.C. §§ 157 and 1334, on and after the Effective Date, the Bankruptcy Court shall retain: (i) original and exclusive jurisdiction over this Chapter 11 Case; (ii) original, but not exclusive jurisdiction to hear and determine all core proceedings arising under the Bankruptcy Code or arising in this Chapter 11 Case; and (iii) original, but not exclusive, jurisdiction to hear and make proposed findings of fact and conclusions of law in any non-core proceedings related to this Chapter 11 Case and this Plan, including matters concerning the interpretation, implementation, consummation, execution or administration of this Plan. Subject to, but without limiting the generality of the foregoing, the Bankruptcy Court's post-Effective Date jurisdiction shall include jurisdiction:

(a) over disputes concerning the ownership of Claims;

(b) over disputes concerning the Distribution or retention of assets under this Plan;

(c) subject to the Plan Documents, over objections to Claims, motions to allow late-filed Claims and motions to estimate Claims;

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

(e) over motions to approve Trust Insurance Settlement Agreements entered into after the Effective Date by the Trust Administrator;

(f) over matters related to the assets of the Estate or of the Trust, including the terms of the Trust, or the recovery, liquidation, or abandonment of Trust Assets;

(g) over matters related to the removal of the Trust Administrator and the appointment of a successor Trust Administrator;

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

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

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

(k) to issue orders in aid of execution, implementation, or consummation of this Plan, including the issuance of orders enforcing any and all releases and injunctions issued under or pursuant to this Plan and any Insurance Settlement Agreement (including, without limitation, the Channeling Injunction, Settling Insurer Injunction, and Gatekeeper Injunction);

(l) over disputes arising from or relating to this Plan, the Confirmation Order, or any agreements, documents, or instruments executed in connection therewith;

(m) over requests for allowance of payment of Claims entitled to priority under sections 507(a)(2) and 503(b) of the Bankruptcy Code and any objections thereto;

(n) over all applications for compensation under sections 327, 328, 329 and 330 of the Bankruptcy Code;

(o) over matters concerning state, local, or federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(p) over conflicts and disputes by, between or among the Trust, the Debtor, the Reorganized Debtor, the Non-Debor Affiliates and Holders of Claims;

(q) to issue injunctions, provide declaratory relief, or grant such other legal or equitable relief as may be necessary or appropriate to restrain interference with this Plan, the Debtor or its property, the Reorganized Debtor or its property, the Estate or its property, the Trust or its property, the Trust Administrator or the Confirmation Order, or any Insurance Settlement Agreement or Insurance Settlement Approval Order;

(r) to enter a Final Decree closing this Chapter 11 Case;

(s) to enforce all orders previously entered by the Bankruptcy Court (including without limitation any Insurance Settlement Approval Order);

(t) over any and all other suits, adversary proceedings, motions, applications, and contested matters that may be commenced or maintained pursuant to this Chapter 11 Case or this Plan; and

(u) to hear and determine any matters related to the indemnification obligations set forth in this Plan and/or any Insurance Settlement Agreements.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.1. Non-Monetary Debtor Commitments. The Debtor shall modify its existing child safety policies and procedures in an effort to prevent Abuse from occurring in the future. The Debtor and the Committee shall agree on any such modifications and any related policies and procedures intended to prevent Abuse (the "**Amended Child Safety Policies**"). The Amended Child Safety Policies will be filed as part of a Plan Supplement.

14.2. <u>Authority to Effectuate Plan</u>. Upon the Effective Date, all matters provided under this Plan shall be deemed to be authorized and approved without the requirement of further approval from the Bankruptcy Court or the Plan Proponents. The Plan Proponents shall be authorized, without further application to or order of the Bankruptcy Court, to take whatever action necessary to achieve consummation and carry out this Plan and to effectuate the transactions provided for hereunder.

14.3. <u>Binding Effect</u>. Except as otherwise expressly provided in this Plan, on and after the Effective Date, this Plan shall bind all Holders of Claims.

14.4. <u>Amendment or Modification of this Plan</u>. The Plan Proponents may modify this Plan at any time prior to the Confirmation Hearing, in accordance with section 1127(a) of the Bankruptcy Code. After the Confirmation Date and prior to substantial consummation, the Plan Proponents may modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code, by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all Creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court. Notwithstanding the foregoing, those provisions of this Plan that implement and supplement or relate to the Insurance Settlement Agreements may not be severed, waived, amended, deleted or otherwise modified without the prior written approval of each Settling Insurer affected by such severance, waiver, amendment, deletion, or modification.

14.5. <u>Revocation or Withdrawal of this Plan</u>. The Plan Proponents reserve the right to revoke or withdraw this Plan prior to the entry of the Confirmation Order. If the Plan Proponents revoke or withdraw this Plan before the Confirmation Date, then this Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtor or the Committee or to prejudice in any manner the rights of the Debtor or the Committee in any further proceedings.

14.6. <u>Severability of Plan Provisions</u>. If, prior to entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Plan Proponents, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided, however*, that the Plan Proponents may not make any such request without the prior written consent of each Settling Insurer (if any) affected by the proposed alteration or interpretation, such consent to not be unreasonably withheld. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may be altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

14.7. <u>No Interest</u>. Except as expressly stated in this Plan, no interest, penalty or late charge is allowed or shall be paid on any Claim.

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

If to the Debtor or Reorganized Debtor:	**If to the Committee:**

BINDER MALTER HARRIS & ROME-BANKS LLP Robert G. Harris Julie H. Rome-Banks Reno Fernandez Nathan Quach 1625 The Alameda, Suite 101 San Jose, CA 95126 Tel: (408) 295-1700 Email: rob@bindermalter.com Email: julie@bindermalter.com Email: reno@bindermalter.com Email: nathan@bindermalter.com	**LOWENSTEIN SANDLER LLP** Jeffrey D. Prol Brent Weisenberg One Lowenstein Drive Roseland, NJ 07068 Tel: (973) 597-2500 Email: jprol@lowenstein.com Email: bweisenberg@lowenstein.com **KELLER BENVENUTTI KIM LLP** Tobias S. Keller Jane Kim Gabrielle L. Albert 101 Market St., Suite 1950 San Francisco, CA 94104 Tel: (415) 496-6723 Email: tkeller@kbkllp.com Email: jkim@kbkllp.com Email: galbert@kbkllp.com **BURNS BAIR LLP** Timothy W. Burns Jesse J. Bair 10 East Doty Street, Suite 600 Madison, WI 53703-3392 Tel: (608) 286-2808 Email: tburns@burnsbair.com Email: jbair@burnsbair.com
If to the Trust Administrator:	**If to the Unknown Abuse Claimants Representative:**
[TBD]	**OTTERBOURG P.C.** Melanie L. Cyganowski 230 Park Avenue New York, NY 10169 Tel: (212) 905-3677 Email: mcyganowski@otterbourg.com

14.9. <u>Controlling Documents</u>. Notwithstanding anything to the contrary contained herein or in the Disclosure Statement, if any provision of this Plan is inconsistent with any provision of the Disclosure Statement, the provisions of this Plan shall control and take precedence. In the event of any inconsistency between this Plan and the Confirmation Order, the Confirmation Order shall control. In the event of any inconsistency among the Plan Documents, the Confirmation Order and any Insurance Settlement Agreement approved by an Insurance Settlement Approval Order, the Insurance Settlement Agreement and Insurance Settlement Approval Order shall control.

14.10. <u>Filing Additional Documents</u>. At any time before substantial consummation of this Plan, the Debtor, the Reorganized Debtor or the Trust, as appropriate, may file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan, or otherwise to comply with applicable law.

14.11. Reservation of Rights. If this Plan is not confirmed by the Bankruptcy Court for any reason, the rights of the Debtor, the Committee and all parties in interest in this Chapter 11 Case shall and will be reserved in full. Statements made in, and provisions of this Plan or in the Disclosure Statement are made only for the purpose(s) of this Plan. If this Plan is withdrawn, the Confirmation Order is not entered, or if the Effective Date does not occur, no Person shall be bound by or deemed prejudiced by any such statement or provision.

14.12. Computation of Time. In computing any period of time prescribed or allowed by this Plan, unless otherwise specifically designated herein, the provisions of Bankruptcy Rule 9006(a) shall apply.

14.13. Successors and Assigns. The rights, duties and obligations of any Person named or referred to in this Plan, including all Creditors, shall be binding on, and shall inure to the benefit of, the successors and assigns of such Person.

14.14. Waiver of Subordination. Notwithstanding anything herein to the contrary, all Holders of Claims shall be deemed to have waived any and all contractual subordination rights to which they may have with respect to the Distributions made pursuant to this Plan and the Confirmation Order shall permanently enjoin, effective as of the Effective Date, all Holders of Claims from enforcing or attempting to enforce any such rights against any Person receiving Distributions under this Plan.

14.15. Governing Law. Unless a rule of law or procedure is supplied by federal law, including the Bankruptcy Code and Bankruptcy Rules, the construction, implementation and interpretation of this Plan and the Plan Documents shall be governed by California law, without giving effect to the principles of conflict of law thereof.

14.16. No Admissions. Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed an admission by any Entity with respect to any matter set forth herein.

14.17. Case Closure. The existence and continued operation of the Trust shall not prevent the Bankruptcy Court from closing this Chapter 11 Case upon a motion by the Reorganized Debtor or any other Person. The Trust Administrator, in his or her sole discretion, may seek to reopen this Chapter 11 Case to administer assets of the Trust.

Dated: June 22, 2026

FRANCISCAN FRIARS OF CALIFORNIA, INC.

By: */s/ Robert G. Harris*
Robert G. Harris

Attorneys for Debtor and Debtor in Possession, Franciscan Friars of California, Inc.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF FRANCISCAN FRIARS OF CALIFORNIA, INC.

By: */s/ Katie Halberg*
Katie Halberg

Chair of The Official Committee of Unsecured Creditors

<u>Exhibit 2.2.38</u>

Consenting Class 5 Claim Release Agreement

CONSENTING CLASS 5 CLAIM RELEASE AGREEMENT

This Consenting Class 5 Claim Release Agreement (this "**Agreement**") is made and entered into by [●] ("**Claimant**") pursuant to the *Second Amended Joint Plan of Reorganization For The Franciscan Friars Of California, Inc. Dated June 22, 2026* [Dkt. No. ●] (as it may be amended or supplemented, the "**Plan**").[1]

WHEREAS, Claimant has asserted an Abuse Claim against The Franciscan Friars of California, Inc. (the "**Debtor**") and/or one or more Protected Parties;[2]

WHEREAS, on [●], the Bankruptcy Court entered an order confirming the Plan (the "**Confirmation Order**"); and

WHEREAS, the Effective Date of the Plan occurred on [●], 2026.

NOW, THEREFORE, in consideration of the treatment to be provided to Abuse Claims under the Plan, Claimant hereby irrevocably covenants and agrees as follows:

I.

ACKNOWLEDGMENT AND CERTIFICATION

1. Claimant accepts and acknowledges that, under the Plan, distributions from the Trust to holders of Abuse Claims will be determined solely by the Abuse Claims Reviewer. Claimant further accepts, acknowledges and understands that payments to Claimant from the Trust on account of Claimant's Abuse Claim (if any) will be determined by the Abuse Claims Reviewer in accordance with the Plan and Trust Distribution Plan attached to the Plan and that, unless Claimant proceeds as a Litigation Claimant, the Trust Assets shall constitute the sole source of recovery for Claimant's Abuse Claim. By signing below, Claimant certifies that Claimant has reviewed and understands the Trust Distribution Plan and further understands that the decision of the Abuse Claims Reviewer is final and not subject to appeal or further review. Claimant consents to the method set forth in the Plan and Trust Distribution Plan for determining distributions from the Trust on account of Claimant's Abuse Claim and understands and agrees that, unless Claimant proceeds as a Litigation Claimant, Claimant waives any right he or she may have to a trial by jury by accepting a distribution from the Trust.

2. Claimant accepts and acknowledges that, except as expressly provided in the Plan, none of the Released Parties will have or incur any liability to, or be subject to any right of action by, Claimant or his or her heirs, successors, assigns, agents and representatives for any act or omission in or relating to the Chapter 11 Case, including the exercise of their respective business

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order. In the event of any inconsistency between this Agreement and the Plan and/or Confirmation Order, the Plan and/or Confirmation Order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control. Where appropriate, from a contextual reading of the term, the term "Debtor" shall include the 'Reorganized Debtor.

[2] **Schedule 1** attached hereto sets forth a list of the Released Parties, including any Protected Party.

judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the Plan, or the administration of the Plan, and in all respects, such parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Chapter 11 Case.

3. Claimant accepts and acknowledges that, except as provided in the Plan, the Debtor, the Reorganized Debtor, the Trust, the Trust Administrator, the Protected Parties, and professionals employed by the foregoing shall not have any liability under the MSPA. Claimant agrees to provide the Trust Administrator with any information necessary to comply with reporting obligations arising under the MMSEA. Claimant acknowledges and agrees that if Claimant does have any obligations owing or potentially owing under the MSPA relating to any Abuse Claim or distribution from the Trust, the Trust Administrator may withhold from any payment directly or indirectly to Claimant funds sufficient to ensure that any obligations owing or potentially owing under the MSPA relating to such Abuse Claim are paid to the applicable agency.

II.

GENERAL RELEASE OF CLAIMS AGAINST RELEASED PARTIES

4. Claimant, individually and on behalf of Claimant's heirs, successors, assigns, agents and representatives, acknowledges that Claimant has received and reviewed copies of the Plan and each of the exhibits thereto, and has had an opportunity to consult with counsel of Claimant's choice regarding those documents and the substance of this Agreement, including, without limitation, the release provisions set forth herein. Accordingly, except as otherwise expressly provided in the Plan or the Confirmation Order, and to the fullest extent authorized by applicable law, Claimant hereby provides a full release to the "**Released Parties**," which is defined as: (i) the Debtor; (ii) the Reorganized Debtor; (iii) the Protected Parties; and (iv) each Settling Insurer, but only to the extent that such Settling Insurer's liability is under, arises out of, relates (directly or indirectly) to, or connects in any way with the Settling Insurer Policies or otherwise from liabilities covered by the Settling Insurer Policies, *provided, however*, that "Released Parties" shall not include Excluded Parties unless such Entity is identified as a Protected Party on Exhibit 2.2.118 to the Plan from any and all Claims relating to the Debtor, the Protected Parties, the Estate, the conduct of the Debtor's and the Protected Parties' businesses, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Disclosure Statement or Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Disclosure Statement, this Plan, the filing and prosecution of the Chapter 11 Case, the pursuit of confirmation and consummation of this Plan, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in the Plan, the business or contractual arrangements among the Releasing Parties and any Released Party, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date.

Claimant also hereby releases all of the Settling Insurers' respective current and former officers, directors, principals, stockholders (and any fund managers, fiduciaries or other Agents of stockholders with any involvement with the Debtor), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, solely to the extent such Persons and entities acted on the behalf of such Settling Insurer in connection with the matters as to which releases are provided in the Plan.

5. Notwithstanding the foregoing and anything herein to the contrary, to preserve coverage under any Non-Settling Insurance Policy, (i) the Debtor shall not be discharged until the applicable Abuse Claim Discharge Date, (ii) the payment of Abuse Claims by the Trust will not, prior to the occurrence of the Abuse Claim Discharge Date, constitute a release, accord, or novation of the Debtor's or any Protected Parties' liability with respect to Class 5 Claims and (iii) Holders of Class 5 Abuse Claims specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any Protected Party that implicate insurance coverage under any Non-Settling Insurance Policy, but recovery is limited to the proceeds of the Non-Settling Insurance Policy, and to all other damages (including extra-contractual Claims), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of its conduct regarding insurance coverage for, or defense or settlement of, any Abuse Claim, and any such judgments or awards will be handled in accordance with this Plan and Trust Documents.

6. Holders of Class 5 Abuse Claims shall be permitted to name the Debtor, the Reorganized Debtor, or any Protected Party in any litigation or other proceeding to resolve whether the Debtor, the Reorganized Debtor, or any Protected Party has liability for Abuse Claims and the amount of any such liability, solely for the purpose of pursuing Coverage Claims against Non-Settling Insurers. The discharge hereunder does not apply to, and shall not limit in any way, the obligations of Non-Settling Insurers to defend and pay, the Debtor's, the Reorganized Debtor's, Settling Insurer's or any Protected Party's liability for Abuse Claims under any Non-Settling Insurance Policy.

7. Notwithstanding the foregoing and anything herein to the contrary, nothing herein requires any Holder of a Class 5 Abuse Claim to release any Claim(s) that is not a Channeled Claim and Abuse Claimant does not release any Claim(s) against other Persons (other than a Protected Party), including Excluded Parties, who will remain severally liable on any Claims for Abuse. Any Person (other than a Protected Party) that is, or was alleged to be a Joint Tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of an Abuse Claim shall not be liable for any Protected Party's share of causal liability or fault.

III.

REPRESENTATIONS, THIRD PARTY BENEFICIARIES AND SUCCESSORS

8. Claimant represents and warrants that Claimant is the sole holder of the Abuse Claim Claimant has asserted against the Debtor and/or one or more Protected Parties and that Claimant has not assigned, transferred or granted any interest in such Claim to any other Person, nor has Claimant assigned or transferred to any Person any Claims Claimant may have against any Settling Insurers, other Protected Parties, or Exculpated Parties.

9. The releases, discharges, covenants and other undertakings made by Claimant pursuant to this Agreement shall be absolute and irrevocable. Each of the Protected Parties, including, without limitation, the Debtor, the Reorganized Debtor, the Protected Parties, and each Settling Insurer, shall be intended third party beneficiaries of this Agreement, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.

10. The provisions of this Agreement shall be binding upon Claimant, and upon Claimant's heirs, successors, assigns, agents and representatives.

IN WITNESS WHEREOF, this Agreement has been executed by Claimant (or, in the case of death or legal disability, Claimant's duly-authorized legal representative acting under power of attorney) and delivered to the Trust Administrator as of the date set forth below.

Dated:__________________, 2026

____
Signature

____
Print or type full name of Claimant

____
Claim Number (if known)

____
Address

____
Claimant's full Social Security Number

<u>Exhibit 2.2.41</u>

Consenting Class 5 Litigation Claim Agreement

CONSENTING CLASS 5 LITIGATION CLAIM AGREEMENT

This Class 5 Litigation Claim Agreement (this "**Agreement**") is made and entered into by [●] ("**Claimant**") pursuant to the *Second Amended Joint Plan of Reorganization For The Franciscan Friars Of California, Inc. Dated June 22, 2026* [Dkt. No. ●] (as it may be amended or supplemented, the "**Plan**").[1]

WHEREAS, Claimant has asserted an Abuse Claim against The Franciscan Friars of California, Inc. (the "**Debtor**") and/or one or more Protected Parties;[2] and

WHEREAS, on [●], the Bankruptcy Court entered an order confirming the Plan (the "**Confirmation Order**"); and

WHEREAS, the Effective Date of the Plan occurred on [●];

WHEREAS, Claimant has previously executed and delivered to the Trust Administrator a Consenting Class 5 Claim Release Agreement, the terms of which are incorporated and made a part hereof as if fully set forth herein; and

WHEREAS, Claimant seeks to proceed as a Consenting Class 5 Litigation Claimant in accordance with the terms of the Plan and as set forth in this Agreement.

NOW, THEREFORE, in consideration of the agreements, covenants and obligations set forth herein, and the treatment to be provided to Claimant's Abuse Claim under the Plan, Claimant hereby covenants and agrees as follows:

1. Conduct of Litigation. Subject in all respects to the Insurance Settlement Approval Order(s) and Settling Insurer Injunction, Claimant may, at Claimant's sole cost and expense, commence or resume prosecution of an action against the Debtor and/or any Protected Party in any court of competent jurisdiction, solely for the purposes of (a) determining any liability that the Debtor and/or any Protected Party may have with respect to Claimant's Consenting Class 5 Litigation Claim, (b) determining the amount of that liability, and (c) pursuing Coverage Claims against Non-Settling Insurers.

2. Limited Recourse. Any Consenting Class 5 Litigation Claim Award obtained by Claimant, including, without limitation, any judgment or verdict in respect of Claimant's Consenting Class 5 Litigation Claim, shall not be enforced (a) against any Released Party, (b) in any manner that violates the Settling Insurer Injunction, any Insurance Settlement Agreement, or the Insurance Settlement Approval Order(s), (c) against the Revested Assets and any other property or assets that are vested in the Reorganized Debtor pursuant to the Plan, (d) against any

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order. In the event of any inconsistency between this Agreement and the Plan and/or Confirmation Order, the Plan and/or Confirmation Order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control. Where appropriate, from a contextual reading of the term, the term "Debtor" shall include the 'Reorganized Debtor.

[2] **Schedule 1** attached hereto sets forth a list of the Released Parties, including any Protected Party.

property or assets otherwise acquired by the Reorganized Debtor, or (e) against any Settling Insurer Releasee or the property or assets of any Settling Insurer Releasee. Notwithstanding the above, any Consenting Class 5 Litigation Claim Award shall be fully enforceable solely against, and paid by, any Non-Settling Insurer under the terms of that Non-Settling Insurer's Insurance Policy and applicable law. Claimant covenants and agrees to take any action reasonably requested to enable the Debtor, the Reorganized Debtor, or any Protected Party (or any successor entity) to transfer, mortgage, or otherwise encumber any real or personal property free and clear of any judgment lien.

3. Defenses Preserved; No Estoppel or Preclusion. Nothing in the Plan shall prevent the Debtor or any Protected Party from asserting any legal or factual defenses they may have in response to Claimant's Consenting Class 5 Litigation Claim. If an Abuse Claim is liquidated in any state or federal court as permitted by the Plan, each Non-Settling Insurer shall retain the right to assert (i) any and all coverage defenses and (ii) any and all rights and defenses of the Debtor and the Protected Parties with respect to such Abuse Claim. In defending against any Abuse Claim in any state or federal court, each Non-Settling Insurer shall be entitled to all rights and defenses as are provided under the terms of its Non-Settling Insurer Policies as if the Trust Distribution Plan did not exist and the determination by the Abuse Claims Reviewer never occurred. Any determination by the Abuse Claims Reviewer of Claimant's qualification to receive Distributions under the Plan, estimation of Claimant's Claim, and, if applicable, payment of partial Distributions, shall not impair Claimant's right to obtain a judgment, including a judgment based on joint and several liability, against the Debtor and/or any Protected Party; *provided*, *however*, that recourse against the Debtor, Settling Insurers, and any Protected Party shall be limited as set forth herein and in the Plan. For the avoidance of doubt, the Allowance of Abuse Claims, assignment of points, and distributions from the Trust to Holders of Allowed Class 5 Claims:

a. shall not (i) constitute an admission of liability by any Person with respect to such Abuse Claims; (ii) have any res judicata or collateral estoppel effect on any Person; (iii) constitute a settlement, release, accord, satisfaction, or novation of such Abuse Claims; (iv) be used by any third-party as a defense to any alleged joint liability; or (v) otherwise prejudice any rights of the Trust, the Debtor, the Reorganized Debtor, the Protected Parties, Non-Settling Insurers, or Abuse Claimants in all other contexts or forums;

b. shall be without prejudice to any and all rights of the Trust, the Debtor, the Reorganized Debtor, the Non-Settling Insurers, and Abuse Claimants in all other contexts and forums;

c. shall not be deemed to be a determination of liability of the Debtor or any Protected Party or a determination of whether, or the extent to which, such Abuse Claim is covered under any Non-Settling Insurer Policy;

d. shall have no effect upon any "no action" provisions contained in any Non-Settling Insurer Policy to the extent any such provision remains enforceable by a Non-Settling Insurer under applicable law; and

e. shall not affect the rights, claims, and obligations of the Debtor, the Reorganized Debtor, or any Protected Parties under the Non-Settling Insurer Policies.

4. Withdrawal of Litigation Claim; Discharge and Release.

a. Claimant may withdraw his or her election to be a Consenting Class 5 Litigation Claimant at any time by written notice to the Trust Administrator and the Reorganized Debtor. Upon providing such notice, Claimant shall not be entitled to any Abuse Claim Enhancement, and Claimant's determination not to proceed as a Consenting Class 5 Litigation Claimant shall be irrevocable. Claimant acknowledges that the election to proceed as a Consenting Class 5 Litigation Claimant must be made prior to the first anniversary of the Effective Date.

b. Claimant hereby acknowledges and agrees that all Claims Claimant may hold against the Debtor or any Released Party shall automatically and without further action be fully released and discharged upon the occurrence of the Abuse Claim Discharge Date applicable to Claimant's Claim pursuant to Section 12.1.4 of the Plan; *provided*, *however*, that such release and discharge with respect to the Settling Insurer Releasees shall be effective upon payment by the applicable Settling Insurer of the Insurance Settlement Amount.

5. Expenses; Third Party Beneficiaries.

a. Each of the Released Parties, including, without limitation, the Debtor, the Reorganized Debtor, the Protected Parties, and each Settling Insurer Releasee, shall be intended third-party beneficiaries of this Agreement, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.

b. Any and all Post Effective Date Costs, as set forth in Section 6.3 of the Plan, incurred by the Debtor, the Reorganized Debtor, or any Protected Party in connection with (i) any attempt by Claimant to enforce or recover insurance claims against Non-Settling Insurers, (ii) any attempt by a Non-Settling Insurer to obtain reimbursement from the Reorganized Debtor or any Protected Party for any settlement paid to Claimant or the Trust, (iii) responding to, prosecuting, or defending Claimant's Consenting Class 5 Litigation Claim, or (iv) upon request by the Trust Administrator or the Abuse Claims Reviewer, assisting with the administration of the Trust Distribution Procedures, shall be paid by the Trust in accordance with the provisions of the Plan; *provided*, *however*, that any Post Effective Date Costs paid by the Trust on behalf of the Debtor, the Reorganized Debtor, and/or the Protected Parties shall be reimbursed by Claimant to the Trust from the first proceeds derived from a settlement with, or judgment obtained against, a Non-Settling Insurer.

c. The Trust Administrator shall provide a copy of this Agreement to the Reorganized Debtor upon receipt hereof, and to any Protected Party or Settling Insurer upon written request.

IN WITNESS WHEREOF, this Agreement has been executed by Claimant (or, in the case of death or legal disability, Claimant's duly-authorized legal representative acting under power of attorney) and the Trust Administrator as of the date set forth below.

Dated: __________________, 2026

____
Signature

____
Print or type name of Claimant

____
Claim Number (if known)

____
Address

Accepted and agreed by the Trust Administrator: ____

[_________], in his/her capacity as Trust Administrator of the [Trust]

<u>Exhibit 2.2.45</u>

Consenting Class 6 Claim Release Agreement

CONSENTING CLASS 6 CLAIM RELEASE AGREEMENT

This Consenting Class 6 Claim Release Agreement (this "**Agreement**") is made and entered into by [●] ("**Claimant**") pursuant to the *Second Amended Joint Plan of Reorganization for the Franciscan Friars of California, Inc. Dated June 22, 2026* [Dkt. No. ●] (as it may be amended or supplemented, the "**Plan**").[1]

WHEREAS, Claimant has asserted an Abuse Claim against The Franciscan Friars of California, Inc. (the "**Debtor**") and/or one or more Protected Parties;[2]

WHEREAS, on [●], the Bankruptcy Court entered an order confirming the Plan (the "**Confirmation Order**"); and

WHEREAS, the Effective Date of the Plan occurred on [●], 2026.

NOW, THEREFORE, in consideration of the treatment to be provided to Unknown Abuse Claims under the Plan, Claimant hereby irrevocably covenants and agrees as follows:

I.

ACKNOWLEDGMENT AND CERTIFICATION

1. Claimant accepts and acknowledges that, under the Plan, distributions from the Trust to holders of Abuse Claims will be determined solely by the Abuse Claims Reviewer. Claimant further accepts, acknowledges and understands that payments to Claimant from the Trust on account of Claimant's Abuse Claim (if any) will be determined by the Abuse Claims Reviewer in accordance with the Plan and Trust Distribution Plan attached to the Plan and that, unless Claimant proceeds as a Litigation Claimant, the Trust Assets shall constitute the sole source of recovery for Claimant's Abuse Claim. By signing below, Claimant certifies that Claimant has reviewed and understands the Trust Distribution Plan and further understands that the decision of the Abuse Claims Reviewer is final and not subject to appeal or further review. Claimant consents to the method set forth in the Plan and Trust Distribution Plan for determining distributions from the Trust on account of Claimant's Abuse Claim and understands and agrees that, unless Claimant proceeds as a Litigation Claimant, Claimant waives any right he or she may have to a trial by jury by accepting a distribution from the Trust.

2. Claimant accepts and acknowledges that, except as expressly provided in the Plan, none of the Released Parties will have or incur any liability to, or be subject to any right of action by, Claimant or his or her heirs, successors, assigns, agents and representatives for any act or omission in or relating to the Chapter 11 Case, including the exercise of their respective business

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order. In the event of any inconsistency between this Agreement and the Plan and/or Confirmation Order, the Plan and/or Confirmation Order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control. Where appropriate, from a contextual reading of the term, the term "Debtor" shall include the 'Reorganized Debtor.

[2] **Schedule 1** attached hereto sets forth a list of the Released Parties, including any Protected Party.

judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the Plan, or the administration of the Plan, and in all respects, such parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Chapter 11 Case.

3. Claimant accepts and acknowledges that, except as provided in the Plan, the Debtor, the Reorganized Debtor, the Trust, the Trust Administrator, the Protected Parties, and professionals employed by the foregoing shall not have any liability under the MSPA. Claimant agrees to provide the Trust Administrator with any information necessary to comply with reporting obligations arising under the MMSEA. Claimant acknowledges and agrees that if Claimant does have any obligations owing or potentially owing under the MSPA relating to any Abuse Claim or distribution from the Trust, the Trust Administrator may withhold from any payment directly or indirectly to Claimant funds sufficient to ensure that any obligations owing or potentially owing under the MSPA relating to such Abuse Claim are paid to the applicable agency.

II.

GENERAL RELEASE OF CLAIMS AGAINST RELEASED PARTIES

4. Claimant, individually and on behalf of Claimant's heirs, successors, assigns, agents and representatives, acknowledges that Claimant has received and reviewed copies of the Plan and each of the exhibits thereto, and has had an opportunity to consult with counsel of Claimant's choice regarding those documents and the substance of this Agreement, including, without limitation, the release provisions set forth herein. Accordingly, except as otherwise expressly provided in the Plan or the Confirmation Order, and to the fullest extent authorized by applicable law, Claimant hereby provides a full release to the "**Released Parties**," which is defined as: (i) the Debtor; (ii) the Reorganized Debtor; (iii) the Protected Parties; and (iv) each Settling Insurer, but only to the extent that such Settling Insurer's liability is under, arises out of, relates (directly or indirectly) to, or connects in any way with the Settling Insurer Policies or otherwise from liabilities covered by the Settling Insurer Policies, *provided, however*, that "Released Parties" shall not include Excluded Parties unless such Entity is identified as a Protected Party on Exhibit 2.2.118 to the Plan from any and all Claims relating to the Debtor, the Protected Parties, the Estate, the conduct of the Debtor's and the Protected Parties' businesses, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Disclosure Statement or Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Disclosure Statement, this Plan, the filing and prosecution of the Chapter 11 Case, the pursuit of confirmation and consummation of this Plan, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in the Plan, the business or contractual arrangements among the Releasing Parties and any Released Party, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date.

Claimant also hereby releases all of the Settling Insurers respective current and former officers, directors, principals, stockholders (and any fund managers, fiduciaries or other Agents of stockholders with any involvement with the Debtor), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, solely to the extent such Persons and entities acted on the behalf of such Settling Insurer in connection with the matters as to which releases are provided in the Plan.

5. Notwithstanding the foregoing and anything herein to the contrary, to preserve coverage under any Non-Settling Insurance Policy, (i) the Debtor shall not be discharged until the applicable Abuse Claim Discharge Date, (ii) the payment of Abuse Claims by the Trust will not, prior to the occurrence of the Abuse Claim Discharge Date, constitute a release, accord, or novation of the Debtor's or any Protected Parties' liability with respect to Class 6 Unknown Abuse Claims and (iii) Holders of Class 6 Unknown Abuse Claims specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any Protected Party that implicate insurance coverage under any Non-Settling Insurance Policy, but recovery is limited to the proceeds of the Non-Settling Insurance Policy, and to all other damages (including extra-contractual Claims), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of its conduct regarding insurance coverage for, or defense or settlement of, any Abuse Claim, and any such judgments or awards will be handled in accordance with this Plan and Trust Documents.

6. Holders of Class 6 Unknown Abuse Claims shall be permitted to name the Debtor, the Reorganized Debtor, or any Protected Party in any litigation or other proceeding to resolve whether the Debtor, the Reorganized Debtor, or any Protected Party has liability for Abuse Claims and the amount of any such liability, solely for the purpose of pursuing Coverage Claims against Non-Settling Insurers. The discharge hereunder does not apply to, and shall not limit in any way, the obligations of Non-Settling Insurers to defend and pay, the Debtor's, the Reorganized Debtor's, Settling Insurer's or any Protected Party's liability for Abuse Claims under any Non-Settling Insurance Policy.

7. Notwithstanding the foregoing and anything herein to the contrary, nothing herein requires any Holder of a Class 6 Unknown Abuse Claim to release any Claim(s) that is not a Channeled Claim and Abuse Claimant does not release any Claim(s) against other Persons (other than a Protected Party), including Excluded Parties, who will remain severally liable on any Claims for Abuse. Any Person (other than a Protected Party) that is, or was alleged to be a Joint Tortfeasor with any of the Protected Parties in connection with the Abuse that forms the basis of an Abuse Claim shall not be liable for any Protected Party's share of causal liability or fault.

III.

<u>REPRESENTATIONS, THIRD PARTY BENEFICIARIES AND SUCCESSORS</u>

8. Claimant represents and warrants that Claimant is the sole holder of the Abuse Claim Claimant has asserted against the Debtor and/or one or more Protected Parties and that Claimant has not assigned, transferred or granted any interest in such Claim to any other Person, nor has Claimant assigned or transferred to any Person any Claims Claimant may have against any Settling Insurers, other Protected Parties, or Exculpated Parties.

9. The releases, discharges, covenants and other undertakings made by Claimant pursuant to this Agreement shall be absolute and irrevocable. Each of the Protected Parties, including, without limitation, the Debtor, the Reorganized Debtor, the Protected Parties, and each Settling Insurer, shall be intended third party beneficiaries of this Agreement, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.

10. The provisions of this Agreement shall be binding upon Claimant, and upon Claimant's heirs, successors, assigns, agents and representatives.

IN WITNESS WHEREOF, this Agreement has been executed by Claimant (or, in the case of death or legal disability, Claimant's duly-authorized legal representative acting under power of attorney) and delivered to the Trust Administrator as of the date set forth below.

Dated:__________________, 2026

____
Signature

____
Print or type full name of Claimant

____
Claim Number (if known)

____
Address

____
Claimant's full Social Security Number

<u>Exhibit 2.2.93</u>

Non-Consenting Class 5 Claim Release Agreement

NON-CONSENTING CLASS 5 CLAIM RELEASE AGREEMENT

This Non-Consenting Class 5 Claim Release Agreement (this "**Agreement**") is made and entered into by [●] ("**Claimant**") pursuant to the *Second Amended Joint Plan of Reorganization for the Franciscan Friars of California, Inc. Dated June 22, 2026* [Dkt. No. ●] (as it may be amended or supplemented, the "**Plan**").[1]

WHEREAS, Claimant has asserted an Abuse Claim against The Franciscan Friars of California, Inc. (the "**Debtor**") and/or one or more Participating Parties;[2]

WHEREAS, on [●], the Bankruptcy Court entered an order confirming the Plan (the "**Confirmation Order**"); and

WHEREAS, the Effective Date of the Plan occurred on [●], 2026.

NOW, THEREFORE, in consideration of the treatment to be provided to Abuse Claims under the Plan, Claimant hereby irrevocably covenants and agrees as follows:

I.

ACKNOWLEDGMENT AND CERTIFICATION

1. Claimant accepts and acknowledges that, under the Plan, distributions from the Trust to holders of Abuse Claims will be determined solely by the Abuse Claims Reviewer. Claimant further accepts, acknowledges and understands that payments to Claimant from the Trust on account of Claimant's Non-Consenting Class 5 Claim (if any) will be determined by the Abuse Claims Reviewer in accordance with the Plan and Trust Distribution Plan attached to the Plan and that the portion of the Trust Assets funded by the Debtor Cash Contribution Amount and the Settling Insurers' Contribution shall constitute the sole source of recovery for Claimant's Non-Consenting Class 5 Claim. By signing below, Claimant certifies that Claimant has reviewed and understands the Trust Distribution Plan and further understands that the decision of the Abuse Claims Reviewer is final and not subject to appeal or further review. Claimant consents to the method set forth in the Plan and Trust Distribution Plan for determining distributions from the Trust on account of Claimant's Non-Consenting Class 5 Claim.

2. Claimant accepts and acknowledges that, except as expressly provided in the Plan, neither the Debtor nor the Reorganized Debtor will have or incur any liability to, or be subject to any right of action by, Claimant or his or her heirs, successors, assigns, agents and representatives for any act or omission in or relating to the Chapter 11 Case, including the exercise of their respective business judgment and the performance of their respective fiduciary obligations, the

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order. In the event of any inconsistency between this Agreement and the Plan and/or Confirmation Order, the Plan and/or Confirmation Order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control. Where appropriate, from a contextual reading of the term, the term "Debtor" shall include the 'Reorganized Debtor.

[2] **Schedule 1** attached hereto sets forth a list of the Participating Parties.

pursuit of confirmation of the Plan, or the administration of the Plan, and in all respects, such parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Chapter 11 Case.

3. Claimant accepts and acknowledges that, except as provided in the Plan, the Debtor, the Reorganized Debtor, the Trust, the Trust Administrator, and professionals employed by the foregoing shall not have any liability under the MSPA. Claimant agrees to provide the Trust Administrator with any information necessary to comply with reporting obligations arising under the MMSEA. Claimant acknowledges and agrees that if Claimant does have any obligations owing or potentially owing under the MSPA relating to any Abuse Claim or distribution from the Trust, the Trust Administrator may withhold from any payment directly or indirectly to Claimant funds sufficient to ensure that any obligations owing or potentially owing under the MSPA relating to such Abuse Claim are paid to the applicable agency.

II.

GENERAL RELEASE OF CLAIMS AGAINST DEBTOR

4. Claimant, individually and on behalf of Claimant's heirs, successors, assigns, agents and representatives, acknowledges that, Claimant has received and reviewed copies of the Plan, the Disclosure Statement, and each of the exhibits thereto, and has had an opportunity to consult with counsel of Claimant's choice regarding those documents and the substance of this Agreement, including, without limitation the release provisions set forth herein. Accordingly, Claimant, individually and on behalf of Claimant's heirs, successors, assigns, agents and representatives does now hereby:

(a) voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, fully, finally, and completely release, acquit, and forever discharge the Debtor and the Reorganized Debtor of and from any and all past, present, and future Abuse Claims, and each such Persons' portion or share of Claimant's damages that, directly or indirectly, arise out of, relate to, or are connected with: (i) Claimant's Non-Consenting Class 5 Claim and any other Channeled Claims, (ii) Claims that directly or indirectly arise out of, relate to, or are in connection with the handling of Claimant's Non-Consenting Class 5 Claim and any other Channeled Claims, and (iii) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case, with such release and discharge being effective as of the Effective Date of the Plan; and

(b) voluntarily and irrevocably agree and covenant (i) that Claimant shall not sue or seek recovery or relief of any kind from the Debtor or Reorganized Debtor in connection with any and all past, present, and future Claims that directly or indirectly arise out of, relate to or are in connection with Claimant's Abuse Claim or any other Channeled Claims, or the handling of Claimant's Abuse Claim or Channeled Claims; *provided*, *however*, that the foregoing shall not affect Claimant's right to assert any Claim Claimant may have against any Protected Party and Non-Settling Insurers in accordance with, and subject to the terms and provisions of the Plan; (ii) to forever and irrevocably discharge that fraction, portion, or percentage of damages Claimant may have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of the Debtor; (iii) that the trial court in any future action that, directly or indirectly, arises out of, relates to, or is connected with the Claims released hereby will be bound by this Agreement, and that Claimant will not oppose any future defense counsel submitting this Agreement in such an action; (iv) that the releases set forth in this Agreement, when effective in accordance with the terms hereof, extinguish any potential liability of the Debtor, Reorganized Debtor, and any Exculpated Party, for contribution or indemnity to any Person who has been or may be held liable to Claimant for any Abuse Claim or Channeled Claim, and (v) to be bound by the injunctions applicable to Non-Consenting Class 5 Claimants set forth in the Plan, including those injunctions contained in Section 12.3 thereof.

5. Claimant further agrees and covenants that Claimant's recourse shall be strictly limited to that portion of the Trust Assets funded by the Debtor Cash Contribution Amount and the Settling Insurers' Contribution allocable to Claimant's Non-Consenting Class 5 Claim in accordance with the terms of the Plan, and Claimant may not take any collection or enforcement action against any property of the Debtor or Reorganized Debtor.

III.

REPRESENTATIONS, THIRD PARTY BENEFICIARIES AND SUCCESSORS

6. Claimant represents and warrants that Claimant is the sole holder of the Abuse Claim Claimant has asserted against the Debtor and that Claimant has not assigned, transferred or granted any interest in such Claim to any other Person, nor has Claimant assigned or transferred to any Person any Claims Claimant may have against any Settling Insurers, other Participating Parties, or Exculpated Parties.

7. The releases, discharges, covenants and other undertakings made by Claimant pursuant to this Agreement shall be absolute and irrevocable. The Debtor and the Reorganized Debtor shall be intended third party beneficiaries of this Agreement, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.

8. The provisions of this Agreement shall be binding upon Claimant, and upon Claimant's heirs, successors, assigns, agents and representatives.

IN WITNESS WHEREOF, this Agreement has been executed by Claimant (or, in the case of death or legal disability, Claimant's duly-authorized legal representative acting under power of attorney) and delivered to the Trust Administrator as of the date set forth below.

Dated:___________________, 2026

____
Signature

____
Print or type full name of Claimant

____
Claim Number (if known)

____
Address

____
Claimant's full Social Security Number

Exhibit 2.2.96

Non-Consenting Class 6 Claim Release Agreement

NON-CONSENTING CLASS 6 CLAIM RELEASE AGREEMENT

This Non-Consenting Class 6 Claim Release Agreement (this "**Agreement**") is made and entered into by [●] ("**Claimant**") pursuant to the *Second Amended Joint Plan of Reorganization For The Franciscan Friars Of California, Inc. Dated June 22, 2026* [Dkt. No. ●] (as it may be amended or supplemented, the "**Plan**").[1]

WHEREAS, Claimant has asserted an Abuse Claim against The Franciscan Friars of California, Inc. (the "**Debtor**") and/or one or more Participating Parties;[2]

WHEREAS, on [●], the Bankruptcy Court entered an order confirming the Plan (the "**Confirmation Order**"); and

WHEREAS, the Effective Date of the Plan occurred on [●], 2026.

NOW, THEREFORE, in consideration of the treatment to be provided to Abuse Claims under the Plan, Claimant hereby irrevocably covenants and agrees as follows:

I.
ACKNOWLEDGMENT AND CERTIFICATION

1. Claimant accepts and acknowledges that, under the Plan, distributions from the Trust to holders of Abuse Claims will be determined solely by the Abuse Claims Reviewer. Claimant further accepts, acknowledges and understands that payments to Claimant from the Trust on account of Claimant's Non-Consenting Class 6 Claim (if any) will be determined by the Abuse Claims Reviewer in accordance with the Plan and Trust Distribution Plan attached to the Plan and that the portion of the Trust Assets funded by the Debtor Cash Contribution Amount and Settling Insurers' Contribution shall constitute the sole source of recovery for Claimant's Non-Consenting Class 6 Claim. By signing below, Claimant certifies that Claimant has reviewed and understands the Trust Distribution Plan and further understands that the decision of the Abuse Claims Reviewer is final and not subject to appeal or further review. Claimant consents to the method set forth in the Plan and Trust Distribution Plan for determining distributions from the Trust on account of Claimant's Non-Consenting Class 6 Claim.

2. Claimant accepts and acknowledges that, except as expressly provided in the Plan, neither the Debtor nor the Reorganized Debtor will have or incur any liability to, or be subject to any right of action by, Claimant or his or her heirs, successors, assigns, agents and representatives for any act or omission in or relating to the Chapter 11 Case, including the exercise of their respective business judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the Plan, or the administration of the Plan, and in all respects, such

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1 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Confirmation Order. In the event of any inconsistency between this Agreement and the Plan and/or Confirmation Order, the Plan and/or Confirmation Order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control. Where appropriate, from a contextual reading of the term, the term "Debtor" shall include the 'Reorganized Debtor.

2 **Schedule 1** attached hereto sets forth a list of the Participating Parties.

parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Chapter 11 Case.

3. Claimant accepts and acknowledges that, except as provided in the Plan, the Debtor, the Reorganized Debtor, the Trust, the Trust Administrator, and professionals employed by the foregoing shall not have any liability under the MSPA. Claimant agrees to provide the Trust Administrator with any information necessary to comply with reporting obligations arising under the MMSEA. Claimant acknowledges and agrees that if Claimant does have any obligations owing or potentially owing under the MSPA relating to any Abuse Claim or distribution from the Trust, the Trust Administrator may withhold from any payment directly or indirectly to Claimant funds sufficient to ensure that any obligations owing or potentially owing under the MSPA relating to such Abuse Claim are paid to the applicable agency.

II.

GENERAL RELEASE OF CLAIMS AGAINST DEBTOR

4. Claimant, individually and on behalf of Claimant's heirs, successors, assigns, agents and representatives, acknowledges that, Claimant has received and reviewed copies of the Plan, the Disclosure Statement, and each of the exhibits thereto, and has had an opportunity to consult with counsel of Claimant's choice regarding those documents and the substance of this Agreement, including, without limitation the release provisions set forth herein. Accordingly, Claimant, individually and on behalf of Claimant's heirs, successors, assigns, agents and representatives does now hereby:

(a) voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, fully, finally, and completely release, acquit, and forever discharge the Debtor and the Reorganized Debtor of and from any and all past, present, and future Abuse Claims, and each such Persons' portion or share of Claimant's damages that, directly or indirectly, arise out of, relate to, or are connected with: (i) Claimant's Non-Consenting Class 6 Claim and any other Channeled Claims, (ii) Claims that directly or indirectly arise out of, relate to, or are in connection with the handling of Claimant's Non-Consenting Class 6 Claim and any other Channeled Claims, and (iii) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case, with such release and discharge being effective as of the Effective Date of the Plan; and

(b) voluntarily and irrevocably agree and covenant (i) that Claimant shall not sue or seek recovery or relief of any kind from the Debtor or Reorganized Debtor in connection with any and all past, present, and future Claims that directly or indirectly arise out of, relate to or are in connection with Claimant's Class 6 Unknown Abuse Claim or any other Channeled Claims, or the handling of Claimant's Class 6 Unknown Abuse Claim or Channeled Claims; *provided*, *however*, that the foregoing shall not affect Claimant's right to assert any Claim Claimant may have against any Protected Party and Non-Settling Insurers in accordance with, and subject to the terms and provisions of the Plan; (ii) to forever and irrevocably discharge that fraction, portion, or percentage of damages Claimant may have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of the Debtor; (iii) that the trial court in any future action that, directly or indirectly, arises out of, relates to, or is connected with the Claims released hereby will be bound by this Agreement, and that Claimant will not oppose any future defense counsel submitting this Agreement in such an action; (iv) that the releases set forth in this Agreement, when effective in accordance with the terms hereof, extinguish any potential liability of the Debtor, Reorganized Debtor, and any Exculpated Party, for contribution or indemnity to any Person who has been or may be held liable to Claimant for any Class 6 Unknown Abuse Claim or Channeled Claim, and (v) to be bound by the injunctions applicable to Non-Consenting Class 6 Claimants set forth in the Plan, including those injunctions contained in Section 12.3 thereof.

5. Claimant further agrees and covenants that Claimant's recourse shall be strictly limited to that portion of the Trust Assets funded by the Debtor Cash Contribution Amount and the Settling Insurers' Contribution allocable to Claimant's Non-Consenting Class 6 Claim in accordance with the terms of the Plan, and Claimant may not take any collection or enforcement action against any property of the Debtor or Reorganized Debtor.

III.

REPRESENTATIONS, THIRD PARTY BENEFICIARIES AND SUCCESSORS

6. Claimant represents and warrants that Claimant is the sole holder of the Abuse Claim Claimant has asserted against the Debtor and that Claimant has not assigned, transferred or granted any interest in such Claim to any other Person, nor has Claimant assigned or transferred to any Person any Claims Claimant may have against any Settling Insurers, other Participating Parties, or Exculpated Parties.

7. The releases, discharges, covenants and other undertakings made by Claimant pursuant to this Agreement shall be absolute and irrevocable. The Debtor and the Reorganized Debtor shall be intended third party beneficiaries of this Agreement, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.

8. The provisions of this Agreement shall be binding upon Claimant, and upon Claimant's heirs, successors, assigns, agents and representatives.

IN WITNESS WHEREOF, this Agreement has been executed by Claimant (or, in the case of death or legal disability, Claimant's duly-authorized legal representative acting under power of attorney) and delivered to the Trust Administrator as of the date set forth below.

Dated:__________________, 2026

____
Signature

____
Print or type full name of Claimant

____
Claim Number (if known)

____
Address

____
Claimant's full Social Security Number

<u>Exhibit 2.2.118</u>

Protected Parties

1. St. Anthony Foundation
2. St. Francis Center
3. Serra Retreat
4. St. Francis Retreat
5. Franciscan Renewal Center
6. San Damiano Retreat
7. Old Mission Santa Barbara
8. Old Mission San Luis Rey
9. Franciscan School of Theology
10. SBMAL, a California nonprofit public benefit corporation
11. Santa Barbara Mission Archive Library
12. Casa Franciscana Outreach (AZ)
13. Province of Our Lady Guadelupe
14. Franciscan Ministries, Inc.
15. Our Lady of Guadalupe, Inc.
16. Franciscan Charities, Inc.
17. Fraternal Care Trust
18. Franciscan Friars of Arizona, Inc.
19. Franciscan Friars of Oregon, Inc.
20. Franciscan Communications, Inc.
21. St. Anthony's Retreat, Inc.
22. St. Anthony Seminiary High School

23. The Cause of the Blessed Junipero

Exhibit 2.2.139

Trust Agreement

FRANCISCAN FRIARS OF CALIFORNIA, INC. TRUST AGREEMENT

This trust agreement (this "**Trust Agreement**") is made and entered into by and between the Franciscan Friars of California, Inc. (the "**Debtor**") and [●] (the "**Trust Administrator**") pursuant to the *Second Amended Joint Plan of Reorganization For The Franciscan Friars Of California, Inc. Dated June 22, 2026* [Dkt. No. ●] (together with all amendments, exhibits, supplements, and schedules thereto, the "**Plan**") filed in the Debtor's chapter 11 bankruptcy case, Case No. 23-41723 WJL, pending before the United States Bankruptcy Court for the Northern District of California (the "**Bankruptcy Court**"). Unless otherwise stated in this Trust Agreement, capitalized terms used in this Trust Agreement shall have the meanings ascribed to them in the Plan, the Confirmation Order (defined below), and/or title 11 of the United States Code (the "**Bankruptcy Code**").

RECITALS

A. On the Petition Date, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. The Bankruptcy Court entered an order confirming the Plan (the "**Confirmation Order**") on [●], 2026.

C. The Plan anticipates the creation of the Trust and the transfer and assignment to the Trust of the Trust Assets.

D. Pursuant to the Plan, the Trust is to use the Trust Assets to pay Class 5 Claims and Class 6 Claims and carry out the purposes of the Plan, among other obligations set forth therein.

E. Effective as of the date the Confirmation Order is entered, the Trust is established for the benefit of the Beneficiaries of the Trust (each defined below) and is intended to qualify as a "qualified settlement fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") and Sections 1.468B-1 to -5 of the regulations promulgated under the Tax Code (the "**Treasury Regulations**").

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the premises and provisions in the Plan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, it is agreed as follows:

DECLARATION OF TRUST

Subject to approval by the Bankruptcy Court and effective as of the Effective Date, the Debtor hereby absolutely and irrevocably assigns to the Trust, and to its successors in trust and its successors and assigns, all rights, title, and interest of the Debtor in and to the Trust Assets;

TO HAVE AND TO HOLD unto the Trust and its successors in trust and its successors and assigns forever;

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth in this Trust Agreement and for the benefit of the Beneficiaries (defined below), as and to the extent provided in the Plan, and for the performance of, and compliance with, the terms of this Trust Agreement, the Plan, and the Confirmation Order;

PROVIDED, HOWEVER, that upon termination of the Trust in accordance with Article IV of this Trust Agreement, this Trust Agreement shall cease, terminate, and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Trust Administrator upon the further covenants and terms and subject to the conditions set forth in this Trust Agreement.

ARTICLE I.
AGREEMENT OF TRUST

1.1 Creation and Name. Effective as of the date the Confirmation Order is entered, the Debtor hereby creates the Trust known as "The Franciscan Friars of California, Inc. Settlement Trust," which is the Trust provided for in the Plan. In the event of any inconsistency between the Plan and this Trust Agreement, the terms of the Plan shall govern.

1.2 Purpose. The purpose of the Trust is to assume responsibility for preserving, managing, and distributing Trust Assets to Class 5 Claimants and distributing the Unknown Abuse Claims Reserve to Class 6 Claimants in accordance with this Trust Agreement, the Plan, the Confirmation Order and the Trust Distribution Plan.

1.3 Transfer of Trust Assets. Pursuant to the Plan and upon the Effective Date, the Debtor hereby irrevocably transfers, absolutely grants, assigns, conveys, sets over, and delivers to the Trust at all times as set forth in the Plan, all of the Debtor's rights, titles, and interests in and to the Trust Assets in accordance with the Plan to be held in trust and for the uses and purposes stated in this Trust Agreement and in the Plan. The Trust Administrator is hereby authorized to file with the proper governmental authorities any and all documents necessary or helpful to establish the Trust as of the date the Confirmation Order is entered.

1.4 Transfer of Confidential Information. The Trust Administrator shall maintain the confidentiality of all documents and follow the confidentiality procedures provided for in the Bankruptcy Court's *Order Establishing Deadlines for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Dkt. No. 280] and the *Order Extending the Claims Bar Date and Granting Related Relief* [Dkt. No. 384].

1.5 Irrevocability. The Trust shall be irrevocable. The Debtor shall not alter, amend, revoke, or terminate the Trust. The Debtor shall have no power or authority to direct the Trust Administrator to return any of the Trust Assets to the Debtor.

1.6 Beneficiaries. The beneficiaries of the Trust are Class 5 Claimants and Class 6 Claimants under the Plan whose Claims are allowed by the Abuse Claims Reviewer under the Trust Distribution Plan (each a "**Beneficiary**" and collectively, the "**Beneficiaries**").

1.7 Acceptance of Assets and Assumption of Liabilities.

1.7.1 In furtherance of the purposes of the Trust, the Trust Administrator hereby accepts the role of trustee of the Trust and accepts the grant, assignment, transfer, conveyance and delivery of the Trust Assets to the Trust, subject to the terms and conditions set forth in this Trust Agreement, the Plan, the Confirmation Order and the Trust Distribution Plan.

1.7.2 In furtherance of the purposes of the Trust, the Trust Administrator, on behalf of the Trust, hereby expressly assumes all responsibility for preserving, managing and distributing Trust Assets to the Beneficiaries. The Claims of the Beneficiaries will be evaluated by the Abuse Claims Reviewer in accordance with the Trust Distribution Plan.

1.7.3 The Trust Administrator shall have all of the rights, powers and duties set forth in this Trust Agreement, the Trust Distribution Plan, and the Plan, and available under applicable law, for accomplishing the purposes of the Trust. The Trust Administrator's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the applicable provisions of the Plan, the purpose of the Trust, and applicable law. The Trust Administrator shall have the authority to bind the Trust within the limitations set forth in this Trust Agreement, but shall be acting in the capacity as Trust Administrator, and not individually, for all purposes contained in this Trust Agreement.

1.7.4 In furtherance of the purposes of the Trust, the Trust Administrator assumes responsibility for: (a) making payments to the Beneficiaries and Holders of Unknown Claims; (b) receiving, collecting, liquidating, maintaining, and distributing the Trust Assets; and (c) fulfilling all other obligations of the Trust under this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan. The Trust will be administered consistent with the purpose of the Trust and with no objective to continue or to engage in the conduct of a trade or business, except to the extent reasonably necessary to preserve the value of the Trust Assets or as otherwise provided in the Plan, the Confirmation Order or the Trust Distribution Plan.

1.7.5 All Trust expenses and all liabilities of the Trust with respect to the Beneficiaries shall be payable solely by the Trust Administrator out of the Trust Assets.

ARTICLE II. CORPUS OF THE TRUST

2.2 Trust Composition. The Trust Assets shall include all property transferred to the Trust pursuant to the Plan, Confirmation Order, and any future orders of the Bankruptcy Court, including without limitation, all rights of every kind, nature, and description transferred to the Trust pursuant to the Plan.

2.3 Transfer to Trust. Upon the Effective Date, pursuant to the Plan and Confirmation Order, title to and all rights and interests in the Trust Assets shall be transferred to the Trust free and clear of all Liens, Claims, encumbrances or interests of any kind in the Trust Assets of any other Person (including all Liens, Claims, encumbrances or interests of creditors of the Debtor) in accordance with sections 1123, 1141, and 1146(a) of the Bankruptcy Code, except as otherwise provided for in the Plan. The Trust Administrator, on behalf of the Trust, shall receive the Trust Assets when they are transferred to the Trust.

2.4 Trust Administrator's Right to and Title and Interest in Trust Assets. Upon the transfer of the Trust Assets, the Trust succeeds to all of the Debtor's and the Estate's right to and title and interest in the Trust Assets, and the Debtor and the Estate shall have no further right to, or title or interest in or with respect to, the Trust Assets or the Trust.

2.5 No Tax on Transfers to Trust. Pursuant to section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Trust, including any deeds, bills of sale, or assignments executed in connection with any transfer to the Trust or receipt or disposition/sale of assets by the Trust contemplated by the Plan, shall not be subject to any stamp tax, real estate transfer tax, excise tax, sales tax, use tax, or similar tax.

2.6 Spendthrift Provision. To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or in part, shall be subject to (a) any legal or equitable claims of creditors of any Beneficiary or others, (b) legal process, or (c) voluntary or involuntary transfer, assignment, anticipation, pledge, or other form of alienation or encumbrance except as may be ordered by the Bankruptcy Court.

2.7 Trust Corpus. The entirety of the Trust's corpus shall be available to pay the Beneficiaries and authorized expenses. The Trust Corpus shall be allocated, administered, and distributed as provided in this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan.

2.8 Unknown Abuse Claims Reserve. $[●] of the Trust Assets shall be set aside in a reserve fund owned by the Trust for Unknown Abuse Claims pursuant to the Plan (the "**Unknown Abuse Claims Reserve**"). The payments to holders of Unknown Abuse Claims shall be made in accordance with the Trust Distribution Plan. The Unknown Abuse Claims Reserve will terminate in accordance with the Plan and the Trust Distribution Plan. After the Unknown Claims Reserve Establishment Period terminates, to the extent there are any remaining funds after payment to all Unknown Abuse Claims pursuant to the Trust Distribution Plan, such remaining funds shall be retained by the Trust, with no further restrictions on the Trust's use of such funds except for the general restrictions on use of Trust Assets provided for herein. For the avoidance of doubt, the Unknown Abuse Claims Reserve shall be treated as assets of the Trust and the Class 5 Claimants shall be treated as Beneficiaries of the Trust to the extent otherwise provided in this Trust Agreement, the Plan, and the Trust Distribution Plan.

ARTICLE III.
POWERS AND DUTIES OF TRUST ADMINISTRATOR

3.1 Trust Administrator's Bond. The Trust Administrator shall not be required to post any bond, surety, or other security for the performance of the Trust Administrator's duties unless otherwise ordered by the Bankruptcy Court, and, in the event the Trust Administrator is so otherwise ordered, all reasonable costs and expenses of procuring any bond or surety shall be borne by the Trust and paid for from the Trust Assets.

3.2 Powers and Duties. The Trust Administrator shall have, in addition to any other powers and duties conferred on the Trust Administrator by applicable trust law (to the extent not inconsistent with applicable bankruptcy law, the Plan, and the Confirmation Order), the Plan, the Confirmation Order, and the Trust Distribution Plan, the following powers and duties:

3.2.1 To act as custodian of, and to receive, control, manage, liquidate, monetize, and dispose of, all Trust Assets and the Unknown Abuse Claims Reserve for the benefit of the Beneficiaries as the Trust Administrator deems appropriate to accomplish the purpose of the Trust, in accordance with the terms contained in this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan.

3.2.2 To abandon any property which the Trust Administrator determines in the Trust Administrator's reasonable discretion to be of *de minimus* value or of more burden than value to the Trust.

3.2.3 To protect and enforce the rights in and to the Trust Assets and the Unknown Abuse Claims Reserve by any method deemed appropriate, including without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity.

3.2.4 To enter into contracts in the course of administering the Trust Assets and the Unknown Abuse Claims Reserve under this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan.

3.2.5 To open and maintain bank accounts on behalf of the Trust, deposit funds in the bank accounts, and draw checks on the bank accounts, as appropriate under this Trust Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein to the contrary, the Trust Administrator may open and maintain bank accounts on behalf of the Trust after the date the Confirmation Order is entered but prior to the Effective Date.

3.2.6 To obtain all reasonably available insurance coverage with respect to any property that is, or may in the future become, a Trust Asset.

3.2.7 To incur on behalf of the Trust, and pay from the assets of the Trust, all fees, costs, and expenses of administering the Trust as provided this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan. These fees, costs, and expenses include: (a) the fees of bankruptcy claims and/or distribution agents, (b) the fees and costs of professionals employed by the Trust Administrator (the "**Professionals**"), including without limitation, the Abuse Claim Reviewer, investment advisors, accountants, agents, managers, attorneys-at-law, actuaries, or auditors, and (c) the premiums charged by insurers, including without limitation, professional liability insurers.

3.2.8 To make distributions, in accordance with the Trust Distribution Plan, to Beneficiaries who have provided signed copies of all releases as required by the Plan.

3.2.9 In the Trust Administrator's discretion, to rely on the authenticity of the signature of the Abuse Claim Reviewer, and the accuracy of the information set forth by, and the reasonableness of the determination of, the Abuse Claim Reviewer in the administration of the Trust Distribution Plan and assessment of the Class 5 Claims and Class 6 Claims without any verification or confirmation.

3.2.10 In the Trust Administrator's discretion, as a party in interest, to seek enforcement of any provision of the Plan or Confirmation Order pertaining to the Trust.

3.2.11 To retain any attorney-at-law, consultant, expert, accountant, investment advisor, bankruptcy management company, or such other agents and advisors as are necessary and appropriate to effectuate the purpose of, and maintain and administer, the Trust and shall be entitled to rely on advice given by such advisors within his, her, or its areas of competence.

3.2.12 Subject to consultation with the Trust Advisory Committee (defined below), to remove the Abuse Claim Reviewer for cause. For purposes of this Trust Agreement, "**cause**" shall mean (a) the willful and continued refusal by the Abuse Claim Reviewer to perform the Abuse Claim Reviewer's duties as set forth in this Trust Agreement, the Trust Distribution Plan, and the Plan, (b) gross negligence, gross misconduct, fraud, embezzlement, or theft, (c) a breach of fiduciary duty, or (d) other cause as the Trust Administrator shall in good faith determine. In the event the Abuse Claim Reviewer resigns, is removed, or is otherwise unable to perform the Abuse Claim Reviewer's obligations, the Trust Administrator, but subject to consultation with the Trust Advisory Committee, shall have exclusive authority to appoint a new Abuse Claim Reviewer. Nothing contained in this Trust Agreement shall prohibit the Trust Administrator from also serving as the Abuse Claim Reviewer if the Trust Administrator determines, but subject to consultation with the Trust Advisory Committee, that serving as both the Trust Administrator and the Abuse Claim Reviewer is in the best interest of the Trust and the Beneficiaries.

3.2.13 To make, sign, execute, acknowledge, and deliver any documents that may be necessary or appropriate to effectuate the purpose of the Plan or the Trust or to maintain and administer the Trust.

3.2.14 To seek the examination of any Person under, and subject to, the provisions of the Bankruptcy Rules, including without limitation Bankruptcy Rule 2004.

3.2.15 To amend, modify, or alter this Trust Agreement by filing a motion with the Bankruptcy Court, with notice to the Beneficiaries (through their counsel when known, and otherwise directly), the Debtor, and any or all other parties in interest. For the avoidance of doubt, the amendments, modifications, or alterations may not be inconsistent with the terms of the Plan, the terms of the Confirmation Order, or the purpose of the Trust, as identified in Section 1.2 of this Trust Agreement.

3.2.16 Upon any event terminating the Trust, to defer distribution of Trust Assets and the Unknown Abuse Claims Reserve for a reasonable time needed to wind up the affairs of the Trust, including time needed to provide for payment of debts and expenses, although the Beneficiaries' rights to distributions shall vest immediately.

3.2.17 To comply with section 345 of the Bankruptcy Code with regard to the investment of the Trust Assets. The Trust Administrator is relieved of any obligation to diversify.

3.2.18 To establish the accounts, funds, and reserves, as required by the Plan, for ease of administration. Nothing in this provision shall restrict the Trust Administrator's authority to pool the accounts, funds, or reserves for investment purposes or shall require separate bank accounts for the accounts, funds, or reserves.

3.2.19 To be responsible for only the Trust Assets and the Unknown Abuse Claims Reserve delivered to the Trust and have no duty to make, nor incur any liability for failing to make, any search for unknown property or liabilities.

3.2.20 To cause the Trust to assume and undertake all duties, obligations and indemnification responsibilities set forth in the Plan and Insurance Settlement Agreements;

3.2.21 To negotiate with any Non-Settling Insurer in an attempt to agree on a global settlement under which a Non-Settling Insurer would become a Settling Insurer under the Plan and to enter into and consummate any agreed upon settlement with the Non-Settling Insurer in conformance with the Plan.

3.2.22 To request an expedited determination of taxes of the Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust; and

3.2.23 To take any action required to enforce the Insurance Settlement Agreements.

3.3 Limitations on the Trust Administrator. Notwithstanding anything in this Trust Agreement to the contrary, the Trust Administrator shall not do or undertake any of the following:

3.3.1 Guaranty any debt other than as provided for in this Trust Agreement or as required by the Plan;

3.3.2 Make loan(s) of Trust Assets;

3.3.3 Make any transfer or distribution of Trust Assets other than those authorized in this Trust Agreement, the Plan, the Confirmation Order, or the Trust Distribution Plan;

3.3.4 Engage in any trade or business; or

3.3.5 Engage in any investments or activities inconsistent with the treatment of the Trust as a "qualified settlement fund."

3.4 Settling Insurer Indemnification Reserve.

3.4.1 To receive a distribution from the Trust Assets, a Beneficiary must provide the Trustee with a completed and executed Abuse Claim Release Agreement. Upon written request of the Reorganized Debtor, a Protected Party, or a Settling Insurer, the Trustee shall provide to such requesting party copies of the Abuse Claim Release Agreements executed by the Beneficiaries.

3.4.2 Upon receipt of the aggregate Insurance Settlement Amount, and to facilitate the Trust's indemnification obligations in favor of the Settling Insurers, the Trustee shall establish a reserve (the "**Settling Insurer Indemnification Reserve**"), which shall be funded, maintained, and released as follows:

(i) First, the Trustee shall fund the Settling Insurer Indemnification Reserve with $8,100,000 from the aggregate Insurance Settlement Amount.

(ii) Thereafter, the Trustee may release from the Settling Insurer Indemnification Reserve $90,000.00 for every Abuse Claimant who either (i) returns to the Trust an Abuse Claim Release Agreements or (ii) is deemed to be a Non-Communicative Abuse Claimant (defined below). All such funds released from the Settling Insurer Indemnification Reserve pursuant to this Section 3.4.2 shall be transferred to the general Trust Assets and made available for distributions to Abuse Claimants in accordance with the Plan and Trust Distribution Plan. A "**Non-Communicative Abuse Claimant**" means an Abuse Claimant who has not responded to any Trustee communication within one year of the Effective Date.

(iii) All funds held in the Settling Insurer Indemnification Reserve shall be segregated from other Trust Assets or funds, and accounted for separately from such other Trust Assets or funds, by the Trustee.

3.4.3 The reserve amounts specified in Section 3.4.2 above are in addition to, and do not include, the reserves that otherwise must be established pursuant to the Plan. For the avoidance of doubt, nothing in this Section 3.4 shall limit Section 5.12 of the Plan (Indemnification of Settling Insurers by Trust), and the obligations set forth therein shall survive the exhaustion or depletion of the Settling Insurer Indemnification Reserve.

3.4.4 At the request of a Settling Insurer, the Trustee shall provide a report to that Settling Insurer identifying the Abuse Claimants that are deemed to be Non-Communicative Abuse Claimants and those Abuse Claimants that have signed the Abuse Claim Release Agreements. The Trustee or its professionals will make themselves reasonably available to the Settling Insurers to address questions regarding such reporting.

ARTICLE IV.
TERMINATION OF THE TRUST

4.1 Pre-Effective Date Termination. The Trust Administrator, with the written consent of the Committee, may terminate the Trust if (a) the Plan does not become effective within one (1) year from the date the Confirmation Order is entered by the Bankruptcy Court or (b) the Chapter 11 Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code (the "**Pre-Effective Date Termination**"). Upon the Pre-Effective Date Termination of the Trust, the Trust Agreement shall be null and void and of no force and effect, with the Trust Administrator and the

Debtor both discharged from any and all duties and obligations provided for in this Trust Agreement.

4.2 Post-Effective Date Termination. The Trust Administrator shall terminate the Trust after (a) the Trust Administrator's liquidation, administration, and distribution of substantially all of the Trust Assets and the Unknown Abuse Claims Reserve in accordance with this Trust Agreement, the Plan, the Confirmation Order, and/or the Trust Distribution Plan and (b) the Trust Administrator's full performance of all other duties and functions set forth in this Trust Agreement and the Plan (the "**Post-Effective Date Termination**").

4.3 Post-Effective Date Termination Procedures. After the Post-Effective Date Termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trust Administrator shall continue to act as Trust Administrator until the Trust Administrator's duties in this Trust Agreement have been fully performed. The Trust Administrator shall retain the books, records, documents, and files that shall have been delivered to, or created by, the Trust Administrator until distribution of all the Trust Assets. For purposes of this provision, the Trust Assets and the Unknown Abuse Claims Reserve will be deemed distributed when the total amount remaining in the Trust is less than $50,000 and the Trust Administrator has decided that he or she can no longer make a cost efficient pro rata distribution of such Trust Assets and/or the Unknown Abuse Claims Reserve to Beneficiaries. At the Trust Administrator's discretion, all of the books, records, documents, and files may be destroyed at any time following the later of: (a) the first anniversary of the final distribution of the Trust Assets and the Unknown Abuse Claims Reserve or (b) the date until which the Trust Administrator is required by applicable law to retain the books, records, documents, and files; provided that, notwithstanding the foregoing, the Trust Administrator shall not destroy or discard any books, records, documents, or files relating to the Trust without giving the Debtor and the Beneficiaries reasonable prior written notice.

4.4 Post-Effective Date Termination Distribution. Upon Post-Effective Date Termination of the Trust, provided that all fees and expenses of the Trust have been paid or provided for in full, the Trust Administrator will deliver all funds and other investments in the Trust, if any, including any investment earnings to a non-profit organization whose mission includes supporting or advocating for survivors of child sexual abuse.

4.5 Discharge, Exculpation, and Exoneration. Upon Post-Effective Date Termination of the Trust and accomplishment of all activities described in this Article, the Trust Administrator and the Professionals shall be discharged and exculpated from liability, and the Trust Administrator's bond (if any), shall be exonerated except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trust Administrator or his designated agents or representatives. The Trust Administrator may, at the expense of the Trust, seek an order of the Bankruptcy Court confirming the discharges, exculpations, and exoneration referenced in this Section.

ARTICLE V.
IMMUNITY, LIABILITY, AND INDEMNIFICATION OF TRUST ADMINISTRATOR

5.1 Limitations on Liability. Neither the Trust Administrator nor any of the Trust Administrator's duly designated agents, representatives, or Professionals shall be liable for any act or omission taken or omitted by them in good faith, other than acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trust Administrator or the Trust Administrator's designated agents, representatives, or Professionals. The Trust Administrator may, in connection with the performance of the Trust Administrator's functions, and in the Trust Administrator's sole and absolute discretion, consult with the Professionals and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with the reasonable advice or opinions rendered by the Professionals. Notwithstanding this authority, the Trust Administrator shall be under no obligation to consult with the Professionals, and the Trust Administrator's good faith determination not to consult with the Professionals shall not result in the imposition of liability on the Trust Administrator, unless the determination is based on the Trust Administrator's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud.

5.2 No Recourse Against the Trust Administrator Personally. No recourse shall be had, directly or indirectly, against the Trust Administrator personally, or against any employee, contractor, or Professional retained by the Trust Administrator in accordance with the terms of this Trust Agreement, Plan, or Confirmation Order, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant, or trust agreement executed by the Trust Administrator in implementation of this Trust Agreement or the Plan or by reason of the creation of any indebtedness by the Trust Administrator under the Plan for any purposes authorized by this Trust Agreement or the Plan, it being expressly understood and agreed that any promise, contract, instrument, undertaking, obligation, covenant, or trust agreement entered into by the Trust Administrator, whether in writing or otherwise, shall be enforceable only against, and be satisfied only out of, the Trust Assets and shall be evidence only of a right of payment out of the Trust Assets. The Trust Administrator may be held liable for the Trust Administrator's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability for these grounds is established, recourse may be had directly against the Trust Administrator. The Trust will not be covered by a bond.

5.3 Indemnification. The Trust Administrator, using Trust Assets, shall defend, indemnify, and hold harmless the Trust Administrator, the Trust Administrator's officers, directors, attorneys, Professionals, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of the state of California is entitled to defend, indemnify, and hold harmless its trustees, officers, directors, attorneys, agents, representatives, and employees against any and all costs (including attorneys' fees and costs), judgments, awards, amounts paid in settlement, liabilities, expenses, claims, damages, or losses incurred by them in the performance of their duties under this Trust Agreement; provided that neither the Trust Administrator nor the Trust Administrator's officers, directors, attorneys, Professionals, agents, representatives, or employees shall be defended, indemnified, or held harmless in any way for any liability, expense, claim, damage, or loss for which they are ultimately held liable under Section 5.1 of this Trust Agreement.

ARTICLE VI.
COMPENSATION AND EXPENSE
REIMBURSEMENT OF TRUST ADMINISTRATOR AND ITS AGENTS

The Trust Administrator shall receive fair and reasonable compensation for his or her services based upon his or her regular hourly rate, which are subject to adjustment from time to time, plus reimbursement of all reasonable and documented costs and expenses. The Trust Administrator shall notify the Trust Advisory Committee of any increases in his or her hourly rate. The Trust Administrator's compensation structure may be modified by agreement between the Trust Administrator and the Trust Advisory Committee.

All Professionals retained by the Trust Administrator shall be entitled to reasonable compensation for services rendered and reimbursement of expenses reasonably incurred in rendering such services.

The payment of the fees and expenses of the Trust Administrator and Professionals retained by the Trust Administrator shall be made in the ordinary course of business and, unless otherwise required by an order of the Bankruptcy Court, shall not be subject to the approval of the Bankruptcy Court, but such payment shall be subject to the following procedures:

(i) All Professionals retained by the Trust Administrator shall deliver their invoices or fee statements (which invoices and/or fee statements shall be reasonably detailed (but may include redactions for privilege) and, with respect to attorney fee statements, shall not be provided in summary fashion) on a monthly basis via electronic mail to the Trust Administrator before payment of such invoices or fee statements shall be approved.

(ii) The Trust Administrator shall deliver reasonably detailed monthly invoices or fee statements via electronic mail to the members of the Trust Advisory Committee.

(iii) The Trust Administrator and the Trust Advisory Committee, as applicable, shall have fourteen (14) days from the date of delivery of any invoice or fee statement to provide written notice of an objection to the invoice or fee statement to the Professional or Trust Administrator, as applicable, seeking compensation and/or reimbursement of expenses.

(iv) For an objection to an invoice or fee statement to be valid, it shall set forth in reasonable detail the specific fees objected to and the basis for the objection, and be sent via electronic mail to the Trust Administrator or the Professional (with a copy to the Trust Administrator), as applicable. The uncontested portion of each invoice or fee statement shall be deemed approved and shall be paid within twenty (20) days after its original delivery to the Trust Administrator.

(v) Any objection to an invoice or fee statement that remains unresolved fifteen (15) days after it is made in writing may be submitted for resolution to the Bankruptcy Court (via motion on notice to the Trust Administrator) by the party seeking payment.

ARTICLE VII.
TRUST ADVISORY COMMITTEE

7.1 Members. The Trust Advisory Committee shall be appointed by the Committee and formed as of the Effective Date to oversee certain actions of the Trust Administrator as set forth herein. The Trust Advisory Committee shall initially consist of those members of the Committee, or their designees, who agree to serve on the Trust Advisory Committee. Upon the death or resignation of a member of the Trust Advisory Committee or removal for good cause shown, the remaining members of the Trust Advisory Committee may, but shall not be required to, fill the applicable vacancy on the Trust Advisory Committee with a new member, subject to the reasonable consent of the Trust Administrator, which consent shall not be unreasonably withheld.

7.2 Term of Service. Upon the completion of all the Trust Administrator's duties, responsibilities, and obligations under the Plan and this Trust Agreement, the Trust Advisory Committee shall be automatically disbanded and its members shall have no further duties, responsibilities, and obligations in connection with the Chapter 11 Case or the Plan and its implementation.

7.3 Reporting to the Trust Advisory Committee. After the Effective Date, and until the Trust Advisory Committee is disbanded, the Trust Administrator shall provide the Trust Advisory Committee with periodic updates on its and the Abuse Claims Reviewer's progress. Nothing herein shall preclude the Trust Advisory Committee from reasonably requesting additional information from the Trust Administrator in the exercise of the Trust Advisory Committee's duties under the Plan or this Trust Agreement.

7.4 Fiduciary. The members of the Trust Advisory Committee shall act in a fiduciary capacity on behalf of the interests of all Beneficiaries.

7.5 No Compensation. Members of the Trust Advisory Committee shall receive no compensation from the Debtor, the Trust Administrator, or the Trust on account of their membership on the Trust Advisory Committee except for reimbursement of their reasonable and documented out of pocket expenses (which, for the avoidance of doubt, shall not include the fees or expenses of any professionals retained individually by any member of the Trust Advisory Committee).

ARTICLE VIII.
SUCCESSOR TRUST ADMINISTRATOR

8.1 Vacancy Caused by the Trust Administrator's Resignation or Removal.

8.1.1 The Trust Administrator may resign at any time upon thirty (30) days written notice to be filed with the Bankruptcy Court. The outgoing trustee (the "**Outgoing Trust Administrator**") shall, within thirty (30) days after the Outgoing Trust Administrator's resignation takes effect, deliver to the successor trustee (the "**Successor Trust Administrator**") all of the Trust Assets which were in the possession of the Outgoing Trust Administrator along with a complete list of Trust Assets and a complete accounting of all transactions engaged by the Outgoing Trust Administrator while serving as the Trust Administrator.

8.1.2 The Bankruptcy Court may remove a Trust Administrator for cause, which cause shall include, but shall not be limited to, the factors set forth in any applicable California law. The removal will take effect upon the date the Bankruptcy Court specifies. In the event of removal, the Trust Administrator shall, within thirty (30) days after such removal takes effect, or at some earlier date as the Bankruptcy Court may specify, deliver to the Successor Trust Administrator all of the Trust Assets which were in the possession of the Outgoing Trust Administrator along with a complete list of Trust Assets and a complete accounting of all transactions engaged in by the Outgoing Trust Administrator while serving as such**.**

8.2 Outgoing Trust Administrator Obligations. In the event of the resignation or the removal of the Trust Administrator, the Outgoing Trust Administrator, in addition to the duties imposed under Sections 8.1.1 or 8.1.2, shall:

8.2.1 Execute and deliver by the effective date of the resignation or removal the documents, instruments, records, and other writings as may be reasonably requested by the Successor Trust Administrator to effect the resignation or removal of the Outgoing Trust Administrator and the conveyance of the Trust Assets and the Unknown Abuse Claims Reserve to the Successor Trust Administrator.

8.2.2 Deliver to the Successor Trust Administrator all documents, instruments, records, and other writings relating to the Trust Assets and the Unknown Abuse Claims Reserve as may be in the possession or under the control of the Outgoing Trust Administrator.

8.2.3 Otherwise assist and cooperate in effecting the assumption of the Outgoing Trust Administrator's obligations and functions by the Successor Trust Administrator.

8.2.4 The Outgoing Trust Administrator hereby irrevocably appoints the Successor Trust Administrator (and any interim trustee) as the Outgoing Trust Administrator's attorney-in-fact and agent with full power of substitution for the Outgoing Trust Administrator and the Outgoing Trust Administrator's name, place, and stead to do any and all acts that the Outgoing Trust Administrator is obligated to perform under this Trust Agreement. The appointment of the Successor Trust Administrator as the Outgoing Trust Administrator's attorney-in-fact and agent shall not be affected by the subsequent disability or incompetence of the Outgoing Trust Administrator. The Bankruptcy Court may also enter any order necessary to effect the termination of the appointment of the Outgoing Trust Administrator and the subsequent appointment of the Successor Trust Administrator.

8.3 Appointment of Successor Trust Administrator. Any vacancy in the office of the Trust Administrator shall be filled by the nomination of a majority of the members of the Trust Advisory Committee

8.4 Preservation of Record of Changes in Trust Administrators. A copy of each instrument of resignation, removal, appointment, and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement.

ARTICLE IX.
TRUST ADMINISTRATOR REPORTING AND DISCHARGE

9.1 Annual Accountings. The Trust Administrator shall prepare, at least annually, a written accounting of the administration of the Trust listing the current Trust Assets and the Unknown Abuse Claims Reserve with fair market values and detailing all transactions that occurred during the period covered by the accounting. Each accounting shall be filed with the Bankruptcy Court no later than April 30 of the following year for as long as the Chapter 11 Case remains open and pending before the Bankruptcy Court. Copies of the accounting shall be available to the Beneficiaries upon request. However, the Trust Administrator shall redact any and all confidential and personal identifying information from any and all accountings or reports filed with the Bankruptcy Court or provided to any Beneficiary.

9.2 Approval of Accountings and Discharge of the Trust Administrator. At any time when the Chapter 11 Case is open, the Trust Administrator may file with the Bankruptcy Court a motion for approval of any accounting described in Section 9.1 of this Trust Agreement. Upon the entry of an order of the Bankruptcy Court approving the accounting, the Trust Administrator shall be discharged from all liability to the Trust, any Beneficiary, or any Person who has or may have a claim against the Trust Administrator or Trust for acts or omissions in the Trust Administrator's capacity as Trust Administrator with respect to all assets listed and transactions detailed in the accounting.

ARTICLE X.
SECTION 468B SETTLEMENT FUND

10.1 Qualification. In accordance with the Plan, the Trust Administrator shall take all reasonable steps to ensure that the Trust will qualify as, and remain, a "qualified settlement fund" within the meaning of Section 468B of the Tax Code and the Treasury Regulations. The Debtor shall be the "transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trust Administrator shall be classified as the "administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3).

10.2 All Events Test and Economic Performance Requirement. It is intended that the transfer of the Trust Assets to the Trust shall satisfy the "All Events Test" and the "Economic Performance" requirement of Section 461(h)(1) of the Tax Code and Treasury Regulation Section 1.461-1(a)(2).

10.3 Employer Identification Number. Upon establishment of the Trust, the Trust Administrator shall apply for an employer identification number for the Trust in accordance with Treasury Regulation Section 1.468B-2(k)(4).

10.4 Relation-Back Election. If applicable, the Trust Administrator and the Debtor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2) to treat the Trust as coming into existence as a settlement fund as of the earliest possible date.

10.5 Filing Requirements. The Trust Administrator shall cause to be filed, on behalf of the Trust, all required federal, state, and local tax returns in accordance with the provisions of Treasury Regulation Section 1.468B-2(k)(1). The Debtor shall supply to the Trust Administrator and to the Internal Revenue Service (the "**IRS**") the statement described in Treasury Regulation Section 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which the Debtor makes a transfer to the Trust.

10.6 Broad Powers of the Trust Administrator. The Trust Administrator is empowered to take all actions, including any action consistent with those expressly set forth in Article IX of this Trust Agreement, as the Trust Administrator deems necessary to reasonably ensure that the Trust is treated as a "qualified settlement fund" under Section 468B of the Tax Code and the Treasury Regulations. Further, the Trust Administrator may, unilaterally and without order from the Bankruptcy Court, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with this Article X of this Trust Agreement.

ARTICLE XI.
BENEFICIARIES

11.1 Register. The Trust Administrator shall keep a register (the "**Register**") in which the Trust Administrator shall at all times maintain the names and addresses of the Beneficiaries and the actual distributions made to the Beneficiaries pursuant to the Plan and Trust Distribution Plan. The Trust Administrator may rely upon the Register for the purposes of delivering distributions or notices. In preparing and maintaining the Register, the Trust Administrator may rely on the name and address of each Holder of a Claim as set forth in a Proof of Claim filed by the Holder, or proper notice of a name or address change, which has been delivered by the Beneficiary to the Trust Administrator. The Trust Administrator shall be obligated to maintain the confidentiality of all names, addresses, and any and all other personally identifying information of the Beneficiaries provided to the Trust Administrator.

11.2 Rights of Beneficiaries. Subject to the terms of the Trust Distribution Plan, the rights of a Beneficiary under this Trust Agreement shall, upon the death or incapacity of an individual Beneficiary, pass to the legal representative of the Beneficiary. A Beneficiary shall have no title to, right to, possession of, management of, or control of the Trust Assets or Unknown Abuse Claims Reserve, or any right to call for a partition or division of the Trust Assets. Title to all the Trust Assets shall be vested in the Trust Administrator, and the sole interest of the Beneficiaries shall be the rights and benefits given to the Beneficiaries under this Trust Agreement, the Plan, the Confirmation Order, and the Trust Distribution Plan.

11.3 Tax Identification Numbers. The Trust Administrator shall require any Beneficiary to furnish to the Trust Administrator the Beneficiary's employer or taxpayer identification number or social security number as assigned by the IRS, and other records or documents necessary to satisfy the Trust Administrator's tax reporting obligations (including, but not limited to, certificates of non-foreign status). The Trust Administrator shall condition the payment of any distribution to any Beneficiary upon receipt of the number and records or documents.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

12.1 Plan Incorporation. The terms of the Plan, the Confirmation Order, and the Trust Distribution Plan are incorporated into this Trust Agreement. In the event of any conflict between the terms of this Trust Agreement and the Plan, the terms of the Plan shall govern.

12.2 Notices. All notices or deliveries required or permitted under this Trust Agreement shall be given as directed in the Plan, to the following:

IF TO THE DEBTOR: **BINDER MALTER HARRIS & ROME-BANKS LLP** Robert G. Harris Julie H. Rome-Banks Reno Fernandez 1625 The Alameda, Suite 101 San Jose, CA 95126 Tel: (408) 295-1700 Email: rob@bindermalter.com Email: julie@bindermalter.com Email: reno@bindermalter.com	**IF TO THE COMMITTEE:** **LOWENSTEIN SANDLER LLP** Jeffrey D. Prol Brent Weisenberg One Lowenstein Drive Roseland, NJ 07068 Tel: (973) 597-2500 Email: jprol@lowenstein.com Email: bweisenberg@lowenstein.com **KELLER BENVENUTTI KIM LLP** Tobias S. Keller Gabrielle L. Albert 101 Market St., Suite 1950 San Francisco, CA 94104 Tel: (415) 496-6723 Email: tkeller@kbkllp.com Email: galbert@kbkllp.com **BURNS BAIR LLP** Timothy W. Burns Jesse J. Bair 10 East Doty Street, Suite 600 Madison, WI 53703-3392 Telephone: (608) 286-2808 Email: tburns@burnsbair.com Email: jbair@burnsbair.com
IF TO THE TRUST ADMINISTRATOR: [TBD]	**IF TO THE UNKNOWN ABUSE CLAIMS REPRESENTATIVE:** **OTTERBOURG P.C.** Melanie L. Cyganowski 230 Park Avenue New York, NY 10169 Tel: (212) 905-3677 Email: mcyganowski@otterbourg.com

12.3 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Trust Agreement shall affect the right or remedy or constitute a waiver by the party of any right or remedy pursuant to this Trust Agreement. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

12.4 Reimbursement of Costs. If the Trust Administrator or the Trust, as the case may be, is the prevailing party in a dispute regarding the provisions of this Trust Agreement or the enforcement of a provision of this Trust Agreement, the Trust Administrator or the Trust, as the case may be, shall be entitled to collect from the non-prevailing party any and all costs, reasonable and documented out-of-pocket expenses and fees, including attorneys' fees, incurred in connection with the dispute or enforcement action.

12.5 Entirety of Trust Agreement. This Trust Agreement supersedes any and all prior oral discussions and agreements with respect to the subject matter in this Trust Agreement. This Trust Agreement, together with the Exhibits to the Trust Agreement, the Plan, and the Confirmation Order, contain the sole and entire Trust Agreement and understanding with respect to the matters addressed in the Trust Agreement. It is acknowledged that there are no communications or oral understandings that are contrary to, or that in any way restrict, this Trust Agreement and that all prior agreements or understandings within the scope of the subject matter of this Trust Agreement are, upon execution and delivery of this Trust Agreement, superseded, null, and void.

12.6 Counterparts. This Trust Agreement may be executed in two or more counterparts, with the same effect as if all signatures on the counterparts appeared on one document, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures.

12.7 Captions. The captions of Articles and Sections are included for convenience only and are to be disregarded in interpreting this Trust Agreement.

12.8 Representation. It is acknowledged that each of the parties to this Trust Agreement has reviewed this Trust Agreement and has consulted counsel, or knowingly chose not to consult counsel, before executing this Trust Agreement. Each of the parties to this Trust Agreement relied upon its own judgment and that of its counsel in executing this Trust Agreement and has not relied on, or been induced by, any representation, statement, or act by any party that is not referred to in this instrument. It is specifically acknowledged and understood that this Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America. Each of the parties entered into this Trust Agreement voluntarily, with full knowledge of its significance, and the Trust Agreement is, in all respects, complete and final.

12.9 Interpretation. This Trust Agreement has been reached through negotiations between the parties to this Trust Agreement. Each of the parties to this Trust Agreement acknowledges that the party has participated in the drafting of this Trust Agreement and reviewed the terms of the Trust Agreement and, as such, no rule of construction shall apply which might result in this Trust Agreement being construed in favor or against any of the parties, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the drafting party. The parties to this Trust Agreement have used their own judgment in entering into this Trust Agreement.

12.10 Savings Clause. If any clause or provision of this Trust Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court or any other court with competent jurisdiction, such invalidity or unenforceability shall not affect any other clause or provision in this Trust Agreement, but this Trust Agreement shall be construed, insofar as reasonable to effectuate the purpose of this Trust Agreement, as if the invalid or unenforceable provision had never been contained in the Trust Agreement.

12.11 Applicable Law. This Trust Agreement shall be administered under, governed by, and enforced according to the laws of the State of California applicable to contracts and trust agreements made and to be performed in this Trust Agreement, except that all matters of federal tax law and the Trust's compliance with Section 468B of the Tax Code and any Treasury Regulations shall be governed by federal tax law and all matters of federal bankruptcy law shall be governed by the Bankruptcy Code and federal bankruptcy law.

Dated: [●], 2026

THE FRANCISCAN FRIARS OF CALIFORNIA, INC.

By: ______________________________
[●]

Dated: [●], 2026

THE TRUST ADMINISTRATOR

By: ______________________________

[●]

Dated: [●], 2026

BINDER MALTER HARRIS & ROME-BANKS LLP

____
Robert G. Harris, Esq.

Exhibit 2.2.141

Trust Distribution Plan

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Attorneys for Official Committee of Unsecured Creditors

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re: FRANCISCAN FRIARS OF CALIFORNIA, INC., Debtor.	Case No. 23-41723 WJL Chapter 11

TRUST DISTRIBUTION PLAN FOR THE SECOND AMENDED JOINT PLAN OF REORGANIZATION FOR THE FRANCISCAN FRIARS OF CALIFORNIA, INC. DATED JUNE 22, 2026[1]

NO DETERMINATION MADE UNDER THE TRUST DISTRIBUTION PLAN CONCERNING THE ALLOWANCE AND ALLEGED DOLLAR VALUE OF AN ABUSE CLAIM MAY BE USED IN ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH NON-SETTLING INSURER POLICIES ISSUED BY NON-SETTLING INSURERS. NEITHER THE ABUSE CLAIMS REVIEWER'S AND/OR TRUSTEE ADMINISTRATOR'S ALLOWANCE OF AN ABUSE CLAIM NOR THE PAYMENT OF DISTRIBUTIONS SHALL CONSTITUTE A TRIAL, AN ADJUDICATION ON THE MERITS, OR EVIDENCE OF LIABILITY OR DAMAGES IN ANY LITIGATION WITH THE NON-SETTLING INSURER OR ANY OTHER PERSON.

This document is the "Trust Distribution Plan" and the procedures set forth herein are the "Trust Distribution Procedures" defined in the *Second Amended Joint Plan of Reorganization for The Franciscan Friars Of California, Inc. Dated June 22, 2026* [Dkt. No. ●] (the "**Plan**"). The terms of the Plan shall prevail if there is any discrepancy between the terms of the Plan and the terms of this Trust Distribution Plan.

1. **Abuse Claims Reviewer**. [●] is the Abuse Claims Reviewer. The Abuse Claims Reviewer shall conduct a review of each of (i) the Proofs of Claim filed by Holders of Class 5 Claims against the Debtor in the Chapter 11 Case (each an "**Abuse Claim**," and the holder of an Abuse Claim being an "**Abuse Claimant**") and (ii) the Claims Filed by Class 6 Unknown Abuse Claimants (if any) within 7 years of the Effective Date in order to (a) determine whether the Holder of the Abuse Claim has proven by credible evidence that the Abuse alleged by the Abuse Claimant was perpetrated by a Perpetrator of the Debtor (if so, the Abuse Claimant is an "**Allowed Claimholder**," and its claim, an "**Allowed Claim**") and (b) if such Abuse Claim is Allowed, value the Abuse Claim using the Evaluation Factors (defined below). The Abuse Claims Reviewer's review of each Abuse Claimant shall be the final review, subject only to reconsideration as set forth in paragraph 9.(b) below.

"**Perpetrator of the Debtor**" means a person: (1) who was an employee or other agent of the Debtor or any other Participating Party when such person committed an act of Abuse; or (2) for whom or for whose actions the Debtor or any other Participating Party was otherwise responsible.

2. **Successor to Abuse Claimant.** An Abuse Claim filed by or on behalf of an Abuse Claimant who dies after the Abuse Claim is filed but before receiving a distribution shall be reviewed and scored without penalty and shall be paid to the Abuse Claimant's successor, estate or survivors in accordance with applicable law. The executor or administrator of the estate or other person authorized under applicable law to administer the assets of the decedent (an "**Estate**

[1] All capitalized terms not defined below have the meaning ascribed to such term in the *Second Amended Joint Plan of Reorganization for The Franciscan Friars of California, Inc. Dated June 22, 2026.*

Representative") shall provide documentation satisfactory in form and substance to the Survivors' Trustee affirming such Estate Representative's authority to administer the Abuse Claim on behalf of the decedent Abuse Claimant's estate within 90 days of the Survivors' Trustee's request for such documentation.

An Unknown Abuse Claim filed on behalf of a deceased person shall be awarded zero points.

3. **Abuse Claim Supplement Deadline**. No later than 30 days after the Effective Date (such date being the "**Abuse Claim Supplement Deadline**"), Abuse Claimants shall be permitted to supplement their Abuse Claim by providing the Abuse Claims Reviewer with a supplement to their Proof of Claim no longer than 10 pages, single sided, double spaced with 12-point font, addressing the Evaluation Factors (defined below) and any other issue bearing on the evaluation of the Abuse Claim. All supplements shall be submitted by the Abuse Claim Submission Deadline unless the Abuse Claims Reviewer determines, in his or her sole discretion, there is good cause for delay. The Abuse Claims Reviewer, in his or her sole discretion, may allow an Abuse Claimant to exceed the page limit for the Abuse Claim Supplemental Submission.

The Debtor and any Participating Party (other than an Insurer) must cooperate with any reasonable information or discovery request by an Abuse Claimant that is necessary to provide information which will assist the Abuse Claims Reviewer in evaluating the Abuse Claim. If an Abuse Claimant seeks such information, the Abuse Claim Supplement Deadline shall be reasonably extended to allow an Abuse Claimant to obtain such information.

4. **Transfer of Proofs of Claim to the Abuse Claims Reviewer.** Within seven days of request, the Debtor shall provide electronic copies of all Proofs of Claim and the supplements thereto (as the same may have been amended from time to time) to the Abuse Claims Reviewer.

5. **Confidentiality and Privilege.**

All information that the Abuse Claims Reviewer receives from any source about any Abuse Claimant shall be held in strict confidence and shall not be disclosed absent an Order of the Bankruptcy Court or the written consent of the Abuse Claimant (or such Abuse Claimant's counsel of record). All information that the Abuse Claims Reviewer receives from any Abuse Claimant (including from counsel to such Abuse Claimant) shall be subject to a mediation privilege and receipt of such information by the Abuse Claims Reviewer shall not constitute a waiver of any attorney-client privilege or attorney work-product claim or any similar privilege or doctrine.

6. **The Initial Review of Class 5 Claims**. Beginning within 7 days of the Abuse Claim Supplement Deadline, the Abuse Claims Reviewer will evaluate each Proof of Claim and any supplements filed by the Holder of a Class 5 Claim, as may have been also supplemented in accordance with Paragraph 2 herein, and, in doing so, use the Evaluation Factors set forth in Section 10 below to determine (the "**Initial Review Determination**"):

(i) Whether the Holder of the Abuse Claim has proven by credible evidence that the Abuse alleged by the Abuse Claimant was perpetrated by a Perpetrator of the Debtor (in such instance the Abuse Claimant is an "**Allowed Claimholder**," and its claim, an "**Allowed Claim**"); and

(ii) If an Abuse Claim is an Allowed Claim, the amount of points to be assigned to the Allowed Claim (the "**Proposed Allowed Claim Amount**").

7. **Right to Request Additional Information**. Before making an Initial Review Determination, the Abuse Claims Reviewer may request that an Abuse Claimant provide additional documentation to support his or her Abuse Claim. The Abuse Claims Reviewer's deadline to issue the Initial Claims Review Determination Letter (defined below) shall be extended if such request for additional information is made of an Abuse Claimant. Failure to respond to such request shall not be construed against the Abuse Claimant.

8. **Determinations Made Under Initial Claims Review**. Within 60 days of the Abuse Claim Supplement Deadline, or as soon thereafter as is reasonably practicable, the Abuse Claims Reviewer will provide written notice to each Abuse Claimant or his or her counsel of whether the Abuse Claim is Allowed and if so, the Proposed Allowed Claim Amount (the "**Initial Claims Review Determination Letter**").

The Initial Claims Review Determination Letter will be sent in accordance with the Abuse Claimant's preference for communication method selected in Part 2 of his or her Proof of Claim; *provided, however*, that if an Abuse Claimant is not represented by counsel and selected home voicemail or cell voicemail as his or her preferred communication method, the Initial Claims Review Determination Letter shall be sent via electronic email if an email address was provided on the Proof of Claim. If an email address was not provided, the Initial Claims Review Determination Letter shall be mailed by certified mail, return receipt requested, postage prepaid.

If an Abuse Claimant is sent the Initial Claims Review Determination Letter by email, the Initial Claims Review Determination Letter shall be deemed received upon being sent unless an error message is received by the sender indicating that such email address is invalid, no longer in use or the email has otherwise not been delivered, in which case the Initial Claims Review Determination Letter shall be mailed by certified mail, return receipt requested, postage prepaid.

9. **Acceptance or Reconsideration of the Initial Claims Review**. Abuse Claimants may:

(i) Accept the determinations set forth in the Initial Claims Review Determination Letter; or

(ii) Seek reconsideration of the determinations set forth in the Initial Claims Review Determination Letter.

(a) **Acceptance of the Initial Claims Review Determination Letter**. If the Abuse Claimant accepts the determinations set forth in the Initial Claims Review Determination Letter, the Abuse Claimant need not take any further action other than as provided in the Initial Claims Review Determination Letter.

If an Allowed Claimholder accepts the determinations set forth in the Initial Claims Review Determination Letter, the Allowed Claimholder shall have the right to distributions from the Trust as provided for in paragraph 12 below.

(b) **Reconsideration Requests**. Within 30 days of receipt of the Initial Claims Review Determination Letter (the "**Reconsideration Deadline**"), each Holder of a Trust Claim shall have the right to request an additional review (a "**Reconsideration Request**") of the Initial Determination by the Abuse Claims Reviewer and shall be allowed to submit additional documentation or information that such Claimant believes should be considered. The Abuse Claims Reviewer shall provide a subsequent determination (the "**Review Determination**"). The Abuse Claims Reviewer shall notify all Abuse Claimants timely submitting a Reconsideration Request of its final determination within 90 days of the Reconsideration Deadline (the "**Reconsideration Decision**").

10. **Allowance and Evaluation of Abuse Claims - Initial Review Determination**.

(i) Evaluation Factors. If an Abuse Claim is Allowed, the Abuse Claims Reviewer shall determine the value of such Allowed Claim by assigning such Allowed Claim a point value under the following factors (the "**Evaluation Factors**"). Although the factors below collectively comprise the methodology that must be applied in reviewing Allowed Claims, the Abuse Claims Reviewer may take into account considerations in addition to those identified herein when evaluating an Allowed Claim within the parameters of the delineated factors.

(a) Nature of Abuse & Circumstances. A point value ranging from 0 to 55 should be allocated for this section.

Considerations should include, but are not limited to, the following factors:

1. The duration and/or frequency of the abuse;

2. Type of abuse: e.g. penetration, attempted penetration, masturbation, oral sex, touching under the clothing, touching over the clothing, removing of clothing covering genitals, exposure of perpetrator's genitals, kissing, sexualized talk, etc.;

3. Circumstances of abuse:

A. grooming behaviors, including but not limited to, special privileges, special activities, and attention, social relationship with parents, personal relationship with claimant, opportunity to experience sports or activities, isolation from others, use of alcohol or illicit drugs by abuser or claimant or use of or exposure to pornography;

B. coercion or threat or use of force or violence, stalking;

C. relationship of claimant to perpetrator, including but not limited to, whether claimant was a parishioner or student, held perpetrator in high regard, whether perpetrator was in position of trust, whether perpetrator had unsupervised access to claimant, and whether claimant valued relationship with perpetrator; and

D. Debtor's legal responsibility, including but not limited to, whether the perpetrator is identified by name, whether the perpetrator was a Debtor friar, cleric, employee or agent, whether there were multiple allegations/ claims/ lawsuits against the perpetrator, whether the perpetrator appears on the Debtor's credibly accused list, and whether the perpetrator appears on any credibly accused list.

(b) Impact of the Abuse. A point value ranging from 0 to 40 should be allocated for this section.

This category will evaluate how the abuse impacted the Allowed Claimholder. This includes how the abuse impacted the Allowed Claimholder's mental health, physical health, spiritual well-being, inter-personal relationships, vocational capacity or success, academic capacity or success, and whether the abuse at issue resulted in legal difficulties for the claimant. Some of these considerations may include the below factors, but the below list is not intended to be exhaustive.

The Abuse Claims Reviewer should consider, along with any and all other relevant factors, whether the abuse at issue manifested, or otherwise led the claimant to experience, or engage in behaviors resulting from:

A. Mental Health Issues: This includes but is not limited to anxiety, depression, post-traumatic stress disorder, substance abuse, addiction, embarrassment, fear, flashbacks, nightmares, sleep issues, sleep disturbances, exaggerated startle response, boundary issues, self-destructive behaviors, guilt, grief, homophobia, hostility, humiliation, anger, isolation, hollowness, regret, shame, isolation, sexual addiction, sexual problems, sexual identity confusion, low self-esteem or self-image, bitterness, suicidal ideation and suicide attempts.

B. Physical Health Issues: This includes but is not limited to physical manifestations of emotional distress, gastrointestinal issues, headaches, high blood pressure, physical manifestations of anxiety, erectile dysfunction, heart palpitations, sexually-transmitted diseases, physical damage caused by acts of abuse, reproductive damage, self-cutting and other self-injurious behavior.

C. Spiritual Wellbeing: This includes but is not limited to loss of faith in God, loss of faith and trust in religion and spiritual distress.

D. Interpersonal Relationships: This includes but is not limited to problems with authority figures, hypervigilance, sexual problems, marital difficulties, problems with intimacy, lack of trust, isolation, betrayal, impaired relations, secrecy, social discreditation and isolation; damage to family relationships, and fear of children or parenting.

E. Vocational Capacity: This includes but is not limited to under- and un-employment, difficulty with authority figures, difficulty changing and maintaining employment, feeling of unworthiness or guilt related to financial success.

F. Academic Capacity: This includes but is not limited to school behavior problems.

G. Legal Difficulties: This includes but is not limited to criminal difficulties, bankruptcy.

(c) Claimant Involvement. A point value ranging from 0 to 5 should be allocated for this section.

The Abuse Claims Reviewer shall consider that all Allowed Claimholders have benefited from the work and cost incurred by those Abuse Claimants who asserted claims against the Debtor before the bankruptcy was filed and have participated in the legal and factual development of claims against the Debtor. The Abuse Claims Reviewer should consider factors, including, but not limited to, whether the Allowed Claimholder filed a pre-petition lawsuit; whether the Allowed Claimholder and/or the Allowed Claimholder's family has been subject to a deposition, mediation or interview; whether the Allowed Claimholder has participated on the Tort Committee; and whether the Allowed Claimholder participated in publicizing the issue of clergy sex abuse which has benefitted all claimants.

(ii) Minimum Point Allocation. Notwithstanding anything to the contrary herein or in the Plan, every holder of an Allowed Claim shall receive a point allocation of at least 15.

(iii) Abuse Claim Enhancement. The Trust Administrator shall apply any further enhancements to the claims awards under Section 6.3.10 of the Plan.

11. **Establishing Reserves**. The Trust Administrator is vested with authority to establish, and subsequently modify, the Trust Reserves and any and all other reserves required to fund all costs and expenses of the Trust before distributions are made to Holders of Allowed Abuse Claims.

12. **Distributions from the Trust**. After the Abuse Claims Reviewer has made all determinations regarding whether an Abuse Claim is an Allowed Claim and the total points assigned to each Allowed Abuse Claim is final under the procedures set forth herein, the Abuse Claims Reviewer shall determine the dollar value of each Abuse Claimant's actual distribution.

(i) When calculating a Consenting Class 5 Claimant's distribution, the Abuse Claims Reviewer shall determine the Consenting Class 5 Claimant's pro rata share of the total final points assigned and the total available Trust Assets for Distribution.

(ii) When calculating a Non-Consenting Class 5 Claimant's distribution, the Abuse Claims Reviewer shall determine the Non-Consenting Class 5 Claimant's pro rata share of the total final points assigned and the total available funds for Distribution from that portion of the Trust Assets funded by the Debtor Cash Contribution Amount.

(iii) At the Trust Administrator's discretion, each Holder of an Allowed Consenting Class 5 Claim may receive an initial distribution from the Trust and subsequent distributions from the Trust as proceeds become available, including from settlements with Settling Insurers, until all Trust Assets have been substantially disbursed such that the Trust Administrator can no longer make a cost-effective and meaningful distribution to Holders of Allowed Consenting Class 5 Claims.

13. **The Review of Class 6 Claims**. The Abuse Claims Reviewer shall evaluate Class 6 Claims in accordance with the procedures set forth herein provided that the relevant deadlines for doing so shall be set forth in a letter substantially similar to the Initial Claims Review Determination Letter.

(i) When calculating a Consenting Class 6 Claimant's distribution from the Unknown Abuse Claims Reserve, the Abuse Claims Reviewer shall determine the Consenting Class 6 Claimant's pro rata share of the total final points assigned and the total available funds in the Unknown Abuse Claims Reserve available for Distribution.

(ii) When calculating a Non-Consenting Class 6 Claimant's distribution, the Abuse Claims Reviewer shall determine the Non-Consenting Class 6 Claimant's pro rata share of the total final points assigned and the total available funds for Distribution from that portion of the Unknown Abuse Claims Reserve funded by the Debtor Cash Contribution Amount.

(iii) Each Holder of an Allowed Consenting Class 6 Claim may receive an initial distribution from the Trust and subsequent distributions from the Trust as proceeds become available, including from settlements with Settling Insurers, until all Trust Assets have been substantially disbursed such that the Trust Administrator can no longer make a cost-effective and meaningful distribution to Holders of Allowed Consenting Class 6 Claims.

No Unknown Abuse Claimant shall receive more than he or she would have as a Class 5 Claimant. The Trust Administrator shall make an immediate distribution of up to $20,000 to the holders of Allowed Consenting Unknown Abuse Claims immediately upon determination by the Abuse Claims Reviewer, with the remaining portion of the Allowed Consenting Unknown Abuse Claim paid at the termination of the Unknown Abuse Claim Reserve Fund as provided for in the Trust Agreement.

14. **Tolling of Limitations Period**. The running of any relevant statute of limitation shall be tolled as to each Abuse Claimant's Abuse Claim until all Abuse Claims are resolved under these Trust Distribution Procedures or are otherwise resolved by a Final Order.

15. **Reservation of Rights**.

The Trust Administrator and the Abuse Claims Reviewer reserve the right to modify the terms of these Trust Distribution Procedures, in consultation with the Trust Advisory Committee, in any manner that is not inconsistent with or otherwise in contravention of the terms of the Plan and the Confirmation Order and at all times to the ends of making certain that Abuse Claimants are treated fairly, equitably and reasonably in light of the finite assets available to satisfy such claims.

Exhibit 11.1(b)

Timely Filed Proof(s) of Claim filed by Abuse Claimants

Proof of Claim Number(s)
20131
20100
20102
20010
20130
20112
20039
20013
20016
20101
20043
20104
20103
20080
20086
20037
20035
20033
20026
20108
20067
20084

Proof of Claim Number(s)
20031
20030
20111
20114
20128
20021
20073
20085
20017
20119
20075
20083
20011
20105
20079
20024
20022
20074
20027
20118
20081
20040
20012
20077

Proof of Claim Number(s)
20046
20034
20042
20124
20038
20116
20019
20020
20023
20070
20025
20110
20132
20087
20107
20129
20127
20076
20082
20018
20014
20115
20113
20095

Proof of Claim Number(s)
20036
20044
20109
20088
20092
20069
20068
20121
20047
20008
20006
20120
20125
20133
20071
20032
20041
20029
20028
20123; 20117
20106
20096
20009
20126

Proof of Claim Number(s)
20045
20005
20000
20007
20135

Exhibit 11.1(c)

Abuse Claimants Required to Execute a Consenting Class 5 Claim Release Agreement

Proof of Claim Number
20081
20082
20087
20079
20088
20118
20119
20107
20023
20027
20017
20073
20047
20096

Exhibit B

[To Be Filed]

Exhibit C

Franciscan Friars of California, Inc. Chapter 7 Liquidation Estimates Net Value Available for Creditor Distribution Sept 1, 2026 Projection	
Category	**Projected Value**
Cash and Cash Equivalents	$1,280,094
Investments	$0
Saleable Real Estate:	
Oakland Friary/ Office	$3,240,000
San Francisco Parking Lot	$600,000
Cars	$34,835
Misc (Furniture and Fixtures, computers, phones, etc.) - est. thrift shop value	$20,000
Other - Gibson Mine	$0
Gross Liquidated Value	**$5,174,929**
Chapter 7 Trustee Fees (est. at 5%)	($258,746)
Net available for Creditor Distribution	**$4,916,182**
Valuation Notes:	
Investments (Trillium/ Schwab)	Investments accounts liquidated and closed in February 2026
Gibson Mine	Dormant copper mine located in AZ. Deemed at $0 current saleable value as mine viablility and residual EPA liabilities under evelauation with a potential buyer under a long term (five year) option agreement.
Other Notes:	
Carr Trust future payments	Assuming liquidation, Carr Trustee would be required to allocate payments to alternative mission aligned charity as FFCI would cease its missionary activities. No future beneficial interest.

Franciscan Friars of California, Inc Beneficial Interest of Creditors Analysis Proposed Plan Value versus Chapter 7 Liquidation Value Projected Values as of September 1, 2026			
Creditor/ Service Provider	**Claim Amount as of Filing date**	**Payment amount under proposed plan**	**Notes**
Survivors/ Abuse Claimants	Undetermined	$ 20,000,000	Gross Trust Contribution
		$ (800,000)	Set aside for future claims (4%)
		$ (600,000)	Set aside for residual case legal fees(3%)
		$ 18,600,000	Net available for current survivor cases
US Trustee Fees	N/A	$ 655,459	.092% of settlement amount
Pre Petition Accounts Payable	$ 43,408	$ 43,408	100% Paid as FFCI will continue and trade creditor relations need attention
St John Baptist Province Loans	$ 3,062,000	$ 43,408	Equal $ to Pre Petition Class
Due to Province of Guadelupe ("POLG") as of filing date (12/31/2023)	$ 184,997	$ 43,408	Equal $ to Pre Petition Class
St Anthony Loan	$ 3,500,000	$ 43,408	Equal $ to Pre Petition Class
Creditor/ fee disbursements under plan		$ 20,829,091	
Funds available under Chapter 7 Liquidation estimate		$ 4,916,182	
Incremental settlement value to creditors		**$ 15,912,909**	

Note: As of the date of filing of this Disclosure Statement a number of estate professionals had not provided an estimate of their estimated expenses through the Effective Date. The Debtor expects to file with the court revised exhibits showing such estimates and their impact on cash flow to support feasibility."

Exhibit D

Franciscan Friars of California, Inc.
Feasibility Analysis - Quarterly Cash Flow Forecast
Calendar Year 2026

	Q1	Q2	Q3	Q4	Full Year
Income					
Donation, Interest. Misc.	$ 84,613	$ 91,896	$ 30,000	$ 90,000	$ 296,509
MacSpeiden Trust Bequest	$ 1,474,000	$ -	$ -	$ 65,000	$ 1,539,000
Carr Trust - FFCI	$ 125,000	$ -	$ 200,000	$ 200,000	$ 525,000
Carr Trust - FMU	$ 65,500	$ -	$ 100,000	$ 100,000	$ 265,500
Gibson Mine			$ 250,000	$ -	$ 250,000
Gibson Mine Trust allocation			$ (125,000)	$ -	$ (125,000)
Grants	$ -	$ -	$ 8,319,932	$ -	$ 8,319,932
Total Income	**$ 1,749,113**	**$ 91,896**	**$ 8,834,932**	**$ 455,000**	**$ 11,130,941**
BK Professionals (Base)	$ 990,268	$ 415,766	$ 1,255,835	$ 471,748	$ 3,133,617
Settlement Funding - FFCI Portion		$ -	$ 5,054,063	$ -	$ 5,054,063
US Trustee Fees		$ 11,889	$ 655,459	$ -	$ 667,348
Holdback Releases		$ 193,000	$ -	$ 818,622	$ 1,011,622
Opex	$ 302,004	$ 265,700	$ 260,250	$ 242,250	$ 1,070,204
Total Expenses	**$ 1,292,272**	**$ 886,355**	**$ 7,225,607**	**$ 1,532,620**	**$ 10,936,854**
Net Income (Expense)	**$ 456,841**	**$ (794,459)**	**$ 1,609,325**	**$ (1,077,620)**	**$ 194,087**
Cash					
Operating	$ 2,403,068	$ 1,586,387	$ 3,095,712	$ 1,918,092	$ 1,918,092
Other	$ 111,371	$ -	$ -	$ -	$ -
Blocked	$ -	$ -	$ -	$ -	$ -
Donor Restricted					
FMU	$ 425,989	$ 389,570	$ 453,870	$ 518,170	$ 518,170
Mass	$ 3,682	$ 3,660	$ 3,660	$ 3,660	$ 3,660
Investments	$ -	$ -	$ -	$ -	
Total	**$ 2,944,110**	**$ 1,979,617**	**$ 3,553,242**	**$ 2,439,922**	**$ 2,439,922**

Note: As of the date of filing of this Disclosure Statement a number of estate professionals had not provided an estimate of their estimated expenses through the Effective Date. The Debtor expects to file with the court revised exhibits showing such estimates and their impact on cash flow to support feasibility.

Franciscan Friars of California, Inc.
Feasibility Analysis - Monthly Cash Flow Forecast
Calendar Year 2026

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Full Year
Income													
Donation, Interest. Misc.	$ 30,176	$ 20,000	$ 34,437	$ 20,000	$ 41,896	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 296,509
MacSpeiden Trust Bequest		$ 1,474,000										$ 65,000	$ 1,539,000
Carr Trust - FFCI	$ 125,000						$ 200,000					$ 200,000	$ 525,000
Carr Trust - FMU	$ 65,500						$ 100,000					$ 100,000	$ 265,500
Gibson Mine							$ 250,000						$ 250,000
Gibson Mine Trust allocation							$ (125,000)						$ (125,000)
Grants								$ 8,319,932					$ 8,319,932
Total Income	**$ 220,676**	**$ 1,494,000**	**$ 34,437**	**$ 20,000**	**$ 41,896**	**$ 30,000**	**$ 455,000**	**$ 8,349,932**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 395,000**	**$ 11,130,941**
BK Professionals (Base)	$ 313,948	$ 300,000	$ 376,320	$ 153,762	$ 147,916	$ 114,088	$ 418,612	$ 418,612	$ 418,612	$ 418,612	$ 33,298	$ 19,838	$ 3,133,617
Settlement Funding - FFCI Portion								**$ 5,054,063**					$ 5,054,063
US Trustee Fees	$ 4,000			$ 11,889				$ 655,459					$ 667,348
Holdback Releases				$ 193,000	$ -		$ -			$ 818,622			$ 1,011,622
Opex	$ 98,730	$ 97,178	$ 106,096	$ 87,150	$ 91,825	$ 86,725	$ 86,750	$ 86,750	$ 86,750	$ 80,750	$ 80,750	$ 80,750	$ 1,070,204
Total Expenses	**$ 416,678**	**$ 397,178**	**$ 482,416**	**$ 445,801**	**$ 239,741**	**$ 200,813**	**$ 505,362**	**$ 6,214,884**	**$ 505,362**	**$ 1,317,984**	**$ 114,048**	**$ 100,588**	**$ 10,936,854**
Net Income (Expense)	**$ (196,002)**	**$ 1,096,822**	**$ (447,979)**	**$ (425,801)**	**$ (197,845)**	**$ (170,813)**	**$ (50,362)**	**$ 2,135,048**	**$ (475,362)**	**$ (1,287,984)**	**$ (84,048)**	**$ 294,412**	**$ 194,087**
Cash													
Operating	$ 470,338	$ 2,830,906	$ 2,403,068	$ 1,950,633	$ 1,757,200	$ 1,586,387	$ 1,436,026	$ 3,571,074	$ 3,095,712	$ 1,807,728	$ 1,723,680	$ 1,918,092	$ 1,918,092
Other	$ 111,371	$ 111,371	$ 111,371	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Blocked	$ 465,564	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Donor Restricted													
FMU	$ 449,070	$ 437,170	$ 425,989	$ 421,306	$ 416,906	$ 389,570	$ 477,670	$ 465,770	$ 453,870	$ 441,970	$ 430,070	$ 518,170	$ 518,170
Mass	$ 3,715	$ 3,715	$ 3,682	$ 3,671	$ 3,660	$ 3,660	$ 3,660	$ 3,660	$ 3,660	$ 3,660	$ 3,660	$ 3,660	$ 3,660
Investments	$ 798,182	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total	**$ 2,298,240**	**$ 3,383,162**	**$ 2,944,110**	**$ 2,375,610**	**$ 2,177,766**	**$ 1,979,617**	**$ 1,917,356**	**$ 4,040,504**	**$ 3,553,242**	**$ 2,253,358**	**$ 2,157,410**	**$ 2,439,922**	**$ 2,439,922**

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Franciscan Friars of California, Inc. Professionals Forecasted Fees January Through October 2026			
	Payments		
Firm	Six Month Jan - June Actuals	Four Month July - Oct Forecast	Ten Month Average
Donlin Recano	$ 93,236	$ 77,696	$ 17,093
GlassRatner Advisory & Capital Group LLC	$ 10,967	$ 30,000	$ 4,097
Binder, Mather, Harris & Rome	$ -	$ 850,000	$ 85,000
Cornerstone Law Group	$ 119,030	$ 99,192	$ 21,822
Keller Benvenutti Kim	$ 145,608	$ 121,340	$ 26,695
Lowenstein Sandler	$ 786,949	$ 655,790	$ 144,274
Berkeley Research Group	$ -	$ -	$ -
Burns Blair	$ 180,577	$ 150,481	$ 33,106
Weintraub Tobin	$ -	$ -	$ -
Berliner Cohen	$ 12,007	$ 10,006	$ 2,201
Stout Risius Ross, LLC	$ 20,785	$ 17,320	$ 3,810
Snell & Wilmer LLP	$ 1,480	$ 1,233	$ 271
Sanders & Parks P.C. (Mediator)	$ 66,737	$ 80,000	$ 14,674
Bledsoe, Diestel, Treppa & Crane, LLP	$ -	$ -	$ -
Projected October Holdback Release		**$ 818,622**	
Bankruptcy Professional Fees:	**$ 1,437,374**	**$ 2,911,681**	**$ 434,906**
Non BK Professional Fees: G. Dooley	$ 137,733	$ 66,000	$ 20,373
TOTAL	**$ 1,575,107**	**$ 2,977,681**	**$ 455,279**

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