

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:	§	CASE NO: 20-10846
	§	(JOINTLY ADMINISTERED)
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	CHAPTER 11
ORLEANS, ¹	§	COMPLEX CASE
	§	
DEBTOR.	§	SECTION A

NOTICE OF FILING SEVENTH AMENDED JOINT PLAN

PLEASE TAKE NOTICE that, on November 13, 2025, the Debtor, the Additional Debtors listed on Plan Exhibit B-1, and the Official Committee of Unsecured Creditors (collectively, the “**Plan Proponents**”) filed the *Sixth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans and Additional Debtors, Proposed by the Debtor, the Additional Debtors, and the Official Committee of Unsecured Creditors, Dated as of November 13, 2025*, [ECF No. 4608], (the “**Sixth Amended Joint Plan**”).

PLEASE TAKE FURTHER NOTICE that, on December 1, 2025, the Plan Proponents filed the *Seventh Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Church of the*

¹ An Order directing joint administration of the Chapter 11 bankruptcy case of The Roman Catholic Church of The Archdiocese of New Orleans, [No. 20-10846], as lead case, with the Chapter 11 bankruptcy cases of (i) All Saints Roman Catholic Church, New Orleans, Louisiana, [No. 25-12579], (ii) Annunciation Of The Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana, [No. 25-12580], (iii) Ascension Of Our Lord Roman Catholic Church, Laplace, Louisiana, [No. 25-12581], (iv) The Visitation Of Our Lady Roman Catholic Church, Marrero, Louisiana, [No. 25-12582], (v) Assumption Of Mary Roman Catholic Church, Avondale, Louisiana, [No. 25-12583], (vi) Assumption Of The Blessed Virgin Mary Roman Catholic Church Braithwaite, Louisiana, [No. 25-12584], (vii) Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana, [No. 25-12585], (viii) Blessed Sacrament-St. Joan Of Arc Roman Catholic Church, New Orleans, Louisiana, [No. 25-12586], (ix) The Congregation Of St. Rita Roman Catholic Church Of Harahan, [No. 25-12587], (x) Blessed Trinity Roman Catholic Church, New Orleans, Louisiana, [No. 25-12588], (xi) Christ The King Roman Catholic Church, Gretna, Louisiana, [No. 25-12589], (xii) Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana, [No. 25-12590], (xiii) Divine Mercy Roman Catholic Church, Kenner, Louisiana, [No. 25-12591], (xiv) Good Shepherd Roman Catholic Church, New Orleans, Louisiana, [No. 25-12592], (xv) Sts. Peter And Paul Roman Catholic Church, Pearl River, Louisiana, [No. 25-12593], (xvi) Holy Family Roman Catholic Church, Franklinton, Louisiana, [No. 25-12594], (xvii) St. Thomas Roman Catholic Church, Pointe A La Hache, Louisiana, [No. 25-12595], (xviii) Holy Family Roman Catholic Church, Luling, Louisiana, [No. 25-12596], (xix) St. Rita Roman Catholic Church, New Orleans, Louisiana, [No. 25-12597], (xx) Holy Name Of Mary Roman Catholic Church, New Orleans, Louisiana, [No. 25-12598], (xxi) St. Rita Roman Catholic Church, Harahan, Louisiana, [No. 25-12599], (xxii) Holy Spirit Roman Catholic Church, New Orleans, Louisiana, [No. 25-12600], (xxiii) St. Raymond And St. Leo The Great Roman Catholic Church, New Orleans, Louisiana, [No. 25-12601], (xxiv) Immaculate Conception Roman Catholic Church, Marrero, Louisiana, [No. 25-12602], (xxv) Immaculate Conception Roman Catholic Church, New Orleans, Louisiana, [No. 25-12603], (xxvi) St. Pius X Roman Catholic Church, New Orleans, Louisiana, [No. 25-12604], (xxvii) Mary Queen Of Peace Roman

Catholic Church, Mandeville, Louisiana, [No. 25-12605], (xxviii) St. Philip Neri Roman Catholic Church, Metairie, Louisiana, [No. 25-12606], (xxix) Mary Queen Of Vietnam Roman Catholic Church, New Orleans, Louisiana, [No. 25-12607], (xxx) St. Peter's Roman Catholic Church, Covington, Louisiana, [No. 25-12608], (xxxi) Mary, Help Of Christians Roman Catholic Church, Harvey, Louisiana, [No. 25-12610], (xxxii) St. Peter Roman Catholic Church, Reserve, Louisiana, [No. 25-12611], (xxxiii) Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana, [No. 25-12612], (xxxiv) St. Peter Claver Roman Catholic Church, New Orleans, Louisiana, [No. 25-12613], (xxxv) Most Holy Name Of Jesus Roman Catholic Church, New Orleans, Louisiana, [No. 25-12614], (xxxvi) St. Paul The Apostle Roman Catholic Church, New Orleans, Louisiana, [No. 25-12615], (xxxvii) Most Holy Trinity Roman Catholic Church, Covington, Louisiana, [No. 25-12616], (xxxviii) St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana, [No. 25-12617], (xxxix) Our Lady Of Divine Providence Roman Catholic Church, Metairie, Louisiana, [No. 25-12618], (xl) St. Patrick's Roman Catholic Church, New Orleans, Louisiana, [No. 25-12619], (xli) St. Michael The Archangel Roman Catholic Church, Paradis, Louisiana, [No. 25-12620], (xlii) Our Lady Of Grace Roman Catholic Church, Reserve, Louisiana, [No. 25-12621], (xliii) St. Martin De Porres Roman Catholic Church, New Orleans, Louisiana, [No. 25-12622], (xliv) Our Lady Of Lavang Roman Catholic Church, New Orleans, Louisiana, [No. 25-12623], (xlv) St. Matthew The Apostle Roman Catholic Church, River Ridge, Louisiana, [No. 25-12624], (xlvi) Our Lady Of Lourdes Roman Catholic Church, Slidell, Louisiana, [No. 25-12625], (xlvii) St. Mary's Roman Catholic Church, New Orleans, Louisiana, [No. 25-12626], (xlviii) Our Lady Of Lourdes Roman Catholic Church, Violet, Louisiana, [No. 25-12627], (xlix) St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana, [No. 25-12628], (l) Our Lady Of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana, [No. 25-12629], (li) Our Lady Of Perpetual Help Roman Catholic Church, Kenner, Louisiana, [No. 25-12630], (lii) Our Lady Of Prompt Succor Roman Catholic Church, Chalmette, Louisiana, [No. 25-12632], (liii) St. Martha Roman Catholic Church, Harvey, Louisiana, [No. 25-12633], (liv) Our Lady Of Prompt Succor Roman Catholic Church, Westwego, Louisiana, [No. 25-12634], (lv) St. Mark Roman Catholic Church, Ama, Louisiana, [No. 25-12635], (lvi) Our Lady Of The Holy Rosary Roman Catholic Church, Hahnville, Louisiana, [No. 25-12636], (lvii) Our Lady Of The Lake Roman Catholic Church, Mandeville, Louisiana, [No. 25-12637], (lviii) St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana, [No. 25-12638], (lix) Our Lady Of The Rosary Roman Catholic Church, New Orleans, Louisiana, [No. 25-12639], (lx) St. Margaret Mary Roman Catholic Church, Slidell, Louisiana, [No. 25-12640], (lxi) Resurrection Of Our Lord Roman Catholic Church, New Orleans, Louisiana, [No. 25-12641], (lxii) St. Luke The Evangelist Roman Catholic Church, Slidell, Louisiana, [No. 25-12642], (lxiii) Sacred Heart Of Jesus Roman Catholic Church, Lacombe, Louisiana, [No. 25-12644], (lxiv) St. Louis, King Of France, Roman Catholic Church, Metairie, Louisiana, [No. 25-12645], (lxv) Sacred Heart Of Jesus Roman Catholic Church, Norco, Louisiana, [No. 25-12646], (lxvi) St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana, [No. 25-12647], (lxvii) St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana, [No. 25-12650], (lxviii) St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, [No. 25-12651], (lxix) St. Agnes Roman Catholic Church, Jefferson, Louisiana, [No. 25-12652], (lxx) St. Joseph's Roman Catholic Church, Gretna, Louisiana, [No. 25-12653], (lxxi) St. Joseph The Worker Roman Catholic Church, Marrero, Louisiana, [No. 25-12654], (lxxii) St. Andrew The Apostle Roman Catholic Church, New Orleans, Louisiana, [No. 25-12655], (lxxiii) St. Joseph Roman Catholic Church, Algiers, Louisiana, [No. 25-12657], (lxxiv) St. Angela Merici Roman Catholic Church, Metairie, Louisiana, [No. 25-12658], (lxxv) St. John The Baptist Roman Catholic Church, Folsom, Louisiana, [No. 25-12659], (lxxvi) St. Ann Roman Catholic Church And Shrine, Metairie, Louisiana, [No. 25-12660], (lxxvii) St. John The Baptist Roman Catholic Church, Edgard, Louisiana, [No. 25-12661], (lxxviii) St. John Paul Ii Roman Catholic Church, Waggaman, Louisiana, [No. 25-12663], (lxxix) St. Anselm Roman Catholic Church, Madisonville, Louisiana, [No. 25-12664], (lxxx) St. John Of The Cross Roman Catholic Church, Lacombe, Louisiana, [No. 25-12665], (lxxxi) St. Anthony Of Barataria Roman Catholic Church, Lafitte, Louisiana, [No. 25-12667], (lxxxii) St. Joan Of Arc Roman Catholic Church, Laplace, Louisiana, [No. 25-12668], (lxxxiii) St. Joachim Roman Catholic Church, Marrero, Louisiana, [No. 25-12669], (lxxxiv) St. Jerome Roman Catholic Church, Kenner, Louisiana, [No. 25-12670], (lxxxv) St. Anthony Of Padua Roman Catholic Church, Luling, Louisiana, [No. 25-12671], (lxxxvi) St. Jane De Chantal Roman Catholic Church, Abita Springs, Louisiana, [No. 25-12672], (lxxxvii) St. Anthony Of Padua Roman Catholic Church, New Orleans, Louisiana, [No. 25-12673], (lxxxviii) St. Anthony Roman Catholic Church, Gretna, Louisiana, [No. 25-12674], (lxxxix) St. Augustine Roman Catholic Church, New Orleans, Louisiana, [No. 25-12675], (xc) St. Genevieve Roman Catholic Church, Slidell, Louisiana, [No. 25-12676], (xci) St. Benedict Roman Catholic Church, Covington, Louisiana, [No. 25-12677], (xcii) St. Francis Xavier Roman Catholic Church, Metairie, Louisiana, [No. 25-12678], (xciii) St. Benilde Roman Catholic Church, Metairie, Louisiana, [No. 25-12679], (xciv) St. Francis Of Assisi Roman Catholic Church, New Orleans, Louisiana, [No. 25-12680], (xcv) St. Bernard Roman Catholic Church, St. Bernard, Louisiana, [No. 25-12681], (xcvi) St. Edward The Confessor Roman Catholic Church, Metairie, Louisiana, [No. 25-12682], (xcvii) St. Catherine Of

Siena Roman Catholic Church, Metairie, Louisiana, [No. 25-12683], (xcviii) St. Dominic's Roman Catholic Church, New Orleans, Louisiana, [No. 25-12684], (xcix) St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana, [No. 25-12685], (c) St. David Roman Catholic Church, New Orleans, Louisiana, [No. 25-12686], (ci) St. Christopher Roman Catholic Church, Metairie, Louisiana, [No. 25-12687], (cii) St. Cletus Roman Catholic Church, Gretna, Louisiana, [No. 25-12688], (ciii) St. Clement Of Rome Roman Catholic Church, Metairie, Louisiana, [No. 25-12689], (civ) Blessed Sacrament, Inc., [No. 25-12690], (cv) The Congregation Of The Holy Trinity Roman Catholic Church, [No. 25-12691], (cvi) Epiphany, Inc., [No. 25-12692], (cvii) The Congregation Of The Annunciation Roman Catholic Church, [No. 25-12693], (cviii) The Congregation Of St. Cecelia Roman Catholic Church, [No. 25-12694], (cix) Immaculate Heart Of Mary, Inc., [No. 25-12695], (cx) Incarnate Word, Inc., [No. 25-12696], (cxii) The Congregation Of Saints Peter And Paul Roman Catholic Church, [No. 25-12697], (cxii) St. Theresa Of The Child Jesus, Inc., [No. 25-12698], (cxiii) Our Lady Of Good Harbor, Inc., [No. 25-12699], (cxiv) St. Theresa Of Avila, Inc., [No. 25-12700], (cxv) Our Lady Of Good Counsel, Inc., [No. 25-12701], (cxvi) St. Rose Of Lima, Inc., [No. 25-12702], (cxvii) Our Lady Of Lourdes, New Orleans, Louisiana, Inc., [No. 25-12703], (cxviii) St. Raymond's, Inc., [No. 25-12704], (cxix) Our Lady Of The Sacred Heart, New Orleans, Louisiana, Inc., [No. 25-12705], (cxx) St. Philip The Apostle, Inc., [No. 25-12706], (cxxi) Our Lady Star Of The Sea, Inc., [No. 25-12707], (cxxii) St. Monica, Inc., [No. 25-12708], (cxxiii) St. Ann, New Orleans, Louisiana, Inc., [No. 25-12709], (cxxiv) St. Maurice, Inc., [No. 25-12710], (cxxv) St. Bonaventure, Inc., [No. 25-12711], (cxxvi) St. Louise De Marillac, Inc., [No. 25-12712], (cxxvii) St. Frances Xavier Cabrini, Inc., [No. 25-12713], (cxxviii) St. Lawrence The Martyr, Inc., [No. 25-12715], (cxxix) St. Julian Eymard, Inc., [No. 25-12716], (cxxx) St. Francis De Salles, Inc., [No. 25-12717], (cxxxi) St. John The Baptist, New Orleans, Louisiana, Inc., [No. 25-12718], (cxxxii) St. Gabriel, Inc., [No. 25-12719], (cxxxiii) St. John Bosco, Inc., [No. 25-12720], (cxxxiv) St. Gertrude, Inc., [No. 25-12721], (cxxxv) St. James Major, Inc., [No. 25-12723], (cxxxvi) St. Henry's, Inc., [No. 25-12724], (cxxxvii) St. Hubert, Inc., [No. 25-12725], (cxxxviii) Archdiocesan Spirituality Center, [No. 25-12726], (cxxxix) Catholic Charities Archdiocese Of New Orleans, [No. 25-12727], (cxl) Catholic Charities Children's Day Care Centers, [No. 25-12728], (cxli) Catholic Charities Group Homes, [No. 25-12729], (cxlii) Clarion Herald Publishing Company, [No. 25-12730], (cxliii) Korean Catholic Community Of New Orleans, Inc., [No. 25-12731], (cxliv) Notre Dame Seminary, [No. 25-12732], (cxlv) Our Lady Of Mount Carmel Latin Mass Community, Covington, Louisiana, [No. 25-12733], (cxlvi) Pace Greater New Orleans, [No. 25-12734], (cxlvii) Padua House, [No. 25-12735], (cxlviii) Philmat, Inc., [No. 25-12736], (cxlix) Project Lazarus, [No. 25-12737], (cl) Roman Catholic Center Of Jesus The Lord, [No. 25-12738], (cli) School Food And Nutrition Services Of New Orleans, Inc., [No. 25-12739], (clii) Second Harvest Food Bank Of Greater New Orleans And Acadiana, [No. 25-12740], (cliii) St. Jude Community Center, Inc., [No. 25-12741], (cliv) St. Michael Special School, [No. 25-12742], (clv) St. Therese Catholic Academy, [No. 25-12743], and (clvi) The Society For The Propagation Of The Faith, Archdiocese Of New Orleans, [No. 25-12744], was entered on November 13, 2025, [No. 20-10846, ECF Doc. 4603; No. 25-12579, ECF Doc. 4; No. 25-12580, ECF Doc. 4; No. 25-12581, ECF Doc. 4; No. 25-12582, ECF Doc. 4; No. 25-12583, ECF Doc. 4; No. 25-12584, ECF Doc. 4; No. 25-12585, ECF Doc. 4; No. 25-12586, ECF Doc. 4; No. 25-12587, ECF Doc. 4; No. 25-12588, ECF Doc. 4; No. 25-12589, ECF Doc. 4; No. 25-12590, ECF Doc. 4; No. 25-12591, ECF Doc. 4; No. 25-12592, ECF Doc. 4; No. 25-12593, ECF Doc. 4; No. 25-12594, ECF Doc. 4; No. 25-12595, ECF Doc. 4; No. 25-12596, ECF Doc. 4; No. 25-12597, ECF Doc. 4; No. 25-12598, ECF Doc. 4; No. 25-12599, ECF Doc. 4; No. 25-12600, ECF Doc. 4; No. 25-12601, ECF Doc. 4; No. 25-12602, ECF Doc. 4; No. 25-12603, ECF Doc. 4; No. 25-12604, ECF Doc. 4; No. 25-12605, ECF Doc. 4; No. 25-12606, ECF Doc. 4; No. 25-12607, ECF Doc. 4; No. 25-12608, ECF Doc. 4; No. 25-12610, ECF Doc. 4; No. 25-12611, ECF Doc. 4; No. 25-12612, ECF Doc. 4; No. 25-12613, ECF Doc. 4; No. 25-12614, ECF Doc. 4; No. 25-12615, ECF Doc. 4; No. 25-12616, ECF Doc. 4; No. 25-12617, ECF Doc. 4; No. 25-12618, ECF Doc. 4; 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Archdiocese of New Orleans and Additional Debtors, Proposed by the Debtor, the Additional Debtors, and the Official Committee of Unsecured Creditors, Dated as of December 1, 2025, [ECF No. 4738], (the “Seventh Amended Joint Plan”).

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibits 1** through **3** are change-page only comparisons of the Seventh Amended Joint Plan and certain exhibits thereto against the Sixth Amended Joint Plan filed on November 13, 2025.

Exhibit Number	Document Compared	ECF No. of Prior Filing
1	Seventh Amended Joint Plan	4608
2	Plan Exhibit A: Defined Terms	4608-1
3	Plan Exhibit D-1: Settlement Trust Agreement	4608-5

PLEASE TAKE FURTHER NOTICE that the following exhibits to the Seventh Amended Joint Plan are unchanged:

- a) Plan Exhibit B-1: Additional Debtors
- b) Plan Exhibit B-2: Non-Debtor Catholic Entities
- c) Plan Exhibit C: Abuse Claim Release and Certification
- d) Plan Exhibit D-2: Allocation Protocol
- e) Plan Exhibit E: Non-Monetary Plan Provisions
- f) Plan Exhibit F: Additional Debtors’ Abuse Claims Bar Date Notice

12676, ECF Doc. 4; No. 25-12677, ECF Doc. 4; No. 25-12678, ECF Doc. 4; No. 25-12679, ECF Doc. 4; No. 25-12680, ECF Doc. 4; No. 25-12681, ECF Doc. 4; No. 25-12682, ECF Doc. 4; No. 25-12683, ECF Doc. 4; No. 25-12684, ECF Doc. 4; No. 25-12685, ECF Doc. 4; No. 25-12686, ECF Doc. 4; No. 25-12687, ECF Doc. 4; No. 25-12688, ECF Doc. 4; No. 25-12689, ECF Doc. 4; No. 25-12690, ECF Doc. 4; No. 25-12691, ECF Doc. 4; No. 25-12692, ECF Doc. 4; No. 25-12693, ECF Doc. 4; No. 25-12694, ECF Doc. 4; No. 25-12695, ECF Doc. 4; No. 25-12696, ECF Doc. 4; No. 25-12697, ECF Doc. 4; No. 25-12698, ECF Doc. 4; No. 25-12699, ECF Doc. 5; No. 25-12700, ECF Doc. 4; No. 25-12701, ECF Doc. 4; No. 25-12702, ECF Doc. 4; No. 25-12703, ECF Doc. 4; No. 25-12704, ECF Doc. 4; No. 25-12705, ECF Doc. 4; No. 25-12706, ECF Doc. 4; No. 25-12707, ECF Doc. 4; No. 25-12708, ECF Doc. 4; No. 25-12709, ECF Doc. 4; No. 25-12710, ECF Doc. 4; No. 25-12711, ECF Doc. 4; No. 25-12712, ECF Doc. 4; No. 25-12713, ECF Doc. 4; No. 25-12715, ECF Doc. 4; No. 25-12716, ECF Doc. 4; No. 25-12717, ECF Doc. 4; No. 25-12718, ECF Doc. 4; No. 25-12719, ECF Doc. 4; No. 25-12720, ECF Doc. 4; No. 25-12721, ECF Doc. 4; No. 25-12723, ECF Doc. 4; No. 25-12724, ECF Doc. 4; No. 25-12725, ECF Doc. 4; No. 25-12726, ECF Doc. 4; No. 25-12727, ECF Doc. 4; No. 25-12728, ECF Doc. 4; No. 25-12729, ECF Doc. 3; No. 25-12730, ECF Doc. 4; No. 25-12731, ECF Doc. 4; No. 25-12732, ECF Doc. 4; No. 25-12733, ECF Doc. 4; No. 25-12734, ECF Doc. 4; No. 25-12735, ECF Doc. 4; No. 25-12736, ECF Doc. 4; No. 25-12737, ECF Doc. 4; No. 25-12738, ECF Doc. 4; No. 25-12739, ECF Doc. 4; No. 25-12740, ECF Doc. 4; No. 25-12741, ECF Doc. 4; No. 25-12742, ECF Doc. 4; No. 25-12743, ECF Doc. 4; No. 25-12744, ECF Doc. 4].

- g) Plan Exhibit G: Additional Debtors' Abuse Claims Bar Date Publication Notice
- h) Plan Exhibit H: Additional Debtors' Abuse Proof of Claim Form
- i) Plan Exhibit I: Reserved
- j) Plan Exhibit J: Additional Debtors' Non-Trade Claims Bar Date Publication Notice
- k) Plan Exhibit K: Additional Debtors' Non-Trade Proof of Claim Form

[Signature Page Follows]

Dated: December 1, 2025

/s/ Samantha A. Oppenheim

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/s/ Bradley C. Knapp

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**ATTORNEYS FOR THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS**

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE:	§	CASE NO: 20-10846
	§	(JOINTLY ADMINISTERED)
THE ROMAN CATHOLIC CHURCH	§	
OF THE ARCHDIOCESE OF NEW	§	CHAPTER 11
ORLEANS,¹	§	COMPLEX CASE
	§	
DEBTOR.	§	SECTION A

**~~SIXTH~~SEVENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR THE
ROMAN CATHOLIC CHURCH OF THE ARCHDIOCESE OF NEW ORLEANS AND
ADDITIONAL DEBTORS, PROPOSED BY THE DEBTOR, THE ADDITIONAL DEBTORS,
AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, DATED AS OF
~~NOV~~DECEMBER ~~13~~1, 2025**

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ARTICLE 1	DEFINED TERMS AND RULES OF INTERPRETATION	1
ARTICLE 2	UNCLASSIFIED CLAIMS	2
ARTICLE 3	CLASSIFICATION, VOTING, AND ACCEPTANCE	3
ARTICLE 4	TREATMENT OF CLASSIFIED CLAIMS	4
ARTICLE 5	MEANS FOR IMPLEMENTATION OF THE JOINT PLAN	11
ARTICLE 6	THE SETTLEMENT TRUST AND RELATED MATTERS	16 <u>17</u>
ARTICLE 7	SETTLING INSURERS AND NON-SETTLING INSURERS	28
ARTICLE 8	ADMINISTRATION OF NON-ABUSE CLAIMS	34
ARTICLE 9	DISTRIBUTIONS ON ACCOUNT OF NON-ABUSE CLAIMS	35 <u>36</u>
ARTICLE 10	EXECUTORY CONTRACTS AND UNEXPIRED LEASES	37 <u>38</u>
ARTICLE 11	CONDITIONS TO THE EFFECTIVE DATE	40 <u>41</u>
ARTICLE 12	ADDITIONAL EFFECTS OF CONFIRMATION	41 <u>42</u>
ARTICLE 13	RETENTION OF JURISDICTION	50 <u>51</u>
ARTICLE 14	MISCELLANEOUS	52 <u>53</u>

This ~~Sixth~~*Seventh* Amended Joint Chapter 11 Plan of Reorganization, as the same may be amended and supplemented, (the “**Joint Plan**”) for the Archdiocese and the Additional Debtors (as listed in Plan Exhibit B-1) is proposed by the Archdiocese, the Additional Debtors, and the Creditors’ Committee. For a discussion of the Archdiocese’s and Additional Debtors’ history, operations, historical financial information, projections and more, please refer to the accompanying *Second Amended Modified Disclosure Statement for the Joint Plan*, as the same may be amended and supplemented from time to time, (the “**Disclosure Statement**”). All creditors are encouraged to consult the Disclosure Statement before voting to accept or reject the Joint Plan. The contents of the Joint Plan should not be construed as legal, business, or tax advice. Creditors should consult with their own legal counsel and accountant as to legal, tax, and other matters concerning their Claims.

ARTICLE 1

DEFINED TERMS AND RULES OF INTERPRETATION

Section 1.1. Definitions. For the purposes of the Joint Plan and Disclosure Statement, except as expressly provided and unless the context otherwise requires, all capitalized terms have the meanings ascribed to them in Plan Exhibit A.

Section 1.2. Interpretation, Other Capitalized Terms, and Rules of Construction. For purposes of the Joint Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in the Joint Plan, any reference in the Joint Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in the Joint Plan to an existing document, schedule or exhibit Filed or to be Filed means such document, schedule or exhibit, as it may have been or may be amended, modified, or supplemented pursuant to the Joint Plan; (d) any reference to an Entity as a Creditor includes that Entity’s successors and assigns; (e) unless otherwise stated, all references in the Joint Plan to Articles or Sections are references to Articles or Sections of the Joint Plan, as the same may be amended, waived or modified from time to time in accordance with the terms hereof; (f) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Joint Plan as a whole and not to any particular Article, Section, or clause contained in the Joint Plan; (g) the words “include,” “includes” and “including,” and variations thereof, will not be deemed to be terms of limitation and will be deemed to be followed by the words “without limitation;” (h) the phrase “relating to,” “related to” and various thereof, will mean, directly or indirectly, “with regard to, by reason of, based on, arising out of, relating to, or in any way connected with;” (i) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Joint Plan, the rights and obligations arising pursuant to the Joint Plan will be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (j) any term used herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (k) any immaterial effectuating provisions may be interpreted by the Reorganized Archdiocese or applicable Reorganized Additional Debtors in such a manner that is consistent with the overall purpose and intent of the Joint Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; (l) captions and headings to Articles or Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Joint Plan; and (m) the rules of construction set forth in section 102 of the Bankruptcy Code will apply.

Section 1.3. Computation of Time. Except as otherwise specifically provided in the Joint Plan, in computing any period prescribed or permitted by the Joint Plan, the provisions of Bankruptcy Rule 9006(a) apply.

Section 4.6 Class 6 (Bond Claims). Class 6 consists of the Bond Claims against the Debtor.

(a) *Treatment of Post-Petition Bond Payments.* On the Effective Date, the Post-Petition Bond Payments will be treated as a payment under the Joint Plan in calculating whether the Joint Plan meets the requirements of section 1129(a)(7) of the Bankruptcy Code.

(b) *Amount of Bond Claims.* On the Effective Date (i) the principal amount of the Bond Claims shall be reduced, without prepayment premium or penalty, by the total Post-Petition Bond Payments (totaling \$9,302,062.50) received from the Debtor, with such Post-Petition Bond Payments treated as payments of principal as provided in Section 4.6(a), and (ii) any portion of the Bond Claims representing Claims for unmatured, post-petition interest will receive no recovery and will be Disallowed pursuant to Bankruptcy Code § 502(b)(2). After the application of such Post-Petition Bond Payments, and the Disallowance of any Claim for unmatured, post-petition interest, the Bond Claims will be Allowed, collectively, in the reduced amount of \$28,667,937.50 (the “**Bond Claim Amount**”).

(c) *Treatment.* Beginning on the Effective Date, and except to the extent that a Creditor holding an Allowed Bond Claim agrees to less favorable treatment, each Creditor holding an Allowed Bond Claim shall receive, in full and final satisfaction, compromise, settlement, and release of, and in exchange for, such Allowed Bond Claim, its pro rata share of the following consideration: A reissued bond in the principal amount of the Bond Claim Amount. – The Reorganized Archdiocese will pay interest-only annually at 4.25% for a period of twelve (12) years after the reissuance, with a balloon at the Bond Claim Amount at the end of the twelfth year. – The Debtor or Reorganized Archdiocese will, in good faith, enter into the Amended Bond Documents, including a supplement to the offering statement sufficient to permit the Bonds to remain tradeable, in form and substance similar to the existing Bond Documents with only such changes as are required to: (i) change the payment terms of the Bonds; (ii) eliminate the call protections; and (iii) effectuate agreed-upon covenant changes. In no event will the Amended Bond Documents contain any terms or conditions that would impact the tax-exempt status of the Bonds, and ~~B~~bond ~~C~~counsel will deliver a full tax opinion covering the tax-exemption of the tax-exempt Bonds. The Bond Trustee will agree that the Debtor or Reorganized Archdiocese may sell property and may prepay any part of the principal amount of the Bond Claims at any time without penalty. The Amended Bond Documents will further be amended to state that the covenants contained in Sections 6.12, 6.14, and 6.15 of the existing Loan Agreement will not be measured under the Amended Bond Documents until June 30, 2028.

~~(+)~~ As described below, and except to the extent that the Bond Trustee agrees to less favorable treatment, the Bond Trustee shall receive in full and final satisfaction, compromise, settlement, and release of, and in exchange for, the Bond Trustee’s Claim and the Bond Trustee’s Professional Fee Claim the following consideration:

- (i) On or before December 26, 2025, the Debtor shall pay \$2 million to the Bond Trustee on account of the Bond Trustee’s Claim and the Bond Trustee’s Professional Fee Claim;
- (ii) On or before October 31, 2026, the Reorganized Archdiocese shall pay \$500,000 to the law firm of Greenberg Traurig, LLP on account of the Bond Trustee’s Professional Fee Claim;
- (iii) On or before December 1, 2027, the Reorganized Archdiocese shall pay \$500,000 to the law firm of Greenberg Traurig, LLP on account of the Bond Trustee’s Professional Fee Claim;

- (iv) On or before December 1, 2028, the Reorganized Archdiocese shall pay \$750,000 to the law firm of Greenberg Traurig, LLP on account of the Bond Trustee's Professional Fee Claim; and
- (v) On or before December 1, 2029, the Reorganized Archdiocese shall pay \$750,000 to the law firm of Greenberg Traurig, LLP on account of the Bond Trustee's Professional Fee Claim.

The treatment of the Bond Claims outlined in this Section 4.6 will be memorialized in the Amended Bond Documents. The Debtor or the Reorganized Archdiocese will cause the Bonds to be reissued no later than June 30, 2026, or such other date that may be agreed to between the Bond Trustee and the Debtor or Reorganized Archdiocese. The Bond Trustee's Professional Fees will be capped at \$50,000 in connection with the execution and issuance of the Amended Bond Documents.

Adversary Proceeding Nos. 25-01049 and 25-01066, both of which were commenced by the Bond Trustee, shall be dismissed with prejudice as set forth in the Confirmation Order. For the avoidance of doubt, the treatment set forth in this Section 4.6 shall fully satisfy any and all Claims that the Bond Trustee may have, or may have had, against the Debtor or Reorganized Archdiocese arising on or before the Confirmation Date.

(d) *Voting.* Because the Bond Claims against the Debtor are Impaired by the Joint Plan, Creditors holding Bond Claims are entitled to vote to accept or reject the Joint Plan on account of such Claims.

Section 4.7 Class 7 (General Unsecured Claims and Unsecured Trade Claims—Debtor).
Class 7 consists of General Unsecured Claims and Unsecured Trade Claims against the Debtor.

(a) *Treatment.*

- (i) *Regular Claims Treatment.* Except to the extent that a Creditor holding an Allowed General Unsecured Claim or an Allowed Unsecured Trade Claims agrees to less favorable treatment, each Creditor holding an Allowed General Unsecured Claim or an Allowed Unsecured Trade Claim that is not a Convenience Claim, will receive Cash from the Reorganized Archdiocese equal to one hundred percent (100%) of the principal amount of such Claim within one year after the later of (i) the Effective Date and (ii) the date such Claim becomes an Allowed Claim. For the avoidance of doubt, the Debtor shall retain the right to object to any General Unsecured Claim or Unsecured Trade Claim that is not a Convenience Claim, after the Effective Date.
- (ii) *Convenience Class Election and Treatment.* Every Creditor holding a General Unsecured Claim or an Unsecured Trade Claim against the Debtor may make the Convenience Class Election if the amount of such Creditor's General Unsecured Claim or Unsecured Trade Claim exceeds \$50,000. A Creditor may make a Convenience Class Election by submitting a properly completed Ballot to the Claims and Voting Agent by the Voting Deadline. Upon making a Convenience Class Election, the Creditor holding such General Unsecured Claim or Unsecured Trade Claim affirmatively and irrevocably agrees to: (i) waive its right to treatment of such Claim under Section 4.7(a)(i), (ii) receive treatment of such Claim as a Convenience Claim, and (iii) vote to accept the Joint Plan as a Creditor holding a Convenience Claim in Class 7. Except to the extent that a Creditor holding an Allowed Convenience Claim agrees to less favorable treatment, each

Section 4.9 Class 9 (Unsecured Trade Claims—Additional Debtors). Class 9 consists of Unsecured Trade Claims against the Additional Debtors.

(a) *Treatment.* Except to the extent that the Creditor holding an Allowed Unsecured Trade Claim against an applicable Additional Debtor agrees to less favorable treatment of such Claim, the applicable Reorganized Additional Debtor will pay each Allowed Unsecured Trade Claim of such Reorganized Additional Debtor in accordance with the terms and conditions otherwise governing such Allowed Unsecured Trade Claims so that such Allowed Unsecured Trade Claims are rendered Unimpaired by the Joint Plan and pass through after the Effective Date for all purposes as if the Additional Debtors' Chapter 11 Cases had never been filed.

(b) *Voting.* Because the Allowed Unsecured Trade Claims against the Additional Debtors are Unimpaired by the Joint Plan, each Creditor holding an Unsecured Trade Claim against an Additional Debtor (or Additional Debtors) is presumed to have accepted the Joint Plan with respect to such Claim. Therefore, no Creditor holding such a Class 9 Unsecured Trade Claim against the Additional Debtors is entitled to vote to accept or reject the Joint Plan on account of such Claim.

Section 4.10 Class 10 (Additional Debtors' Non-Trade Unsecured Claims—Additional Debtors). Class 10 consists of all Additional Debtors' Non-Trade Unsecured Claims against any Additional Debtors.

(a) *Treatment.* Subject to the requirement that all Additional Debtors' Non-Trade Unsecured Claims ~~(other than Previously Asserted Claims)~~ comply with the Bankruptcy Court's Order [ECF Doc. 4674] and File Proofs of Claim for such Additional Debtors' Non-Trade Unsecured Claims in accordance with Section 6.12 of this Joint Plan, each holder of an Allowed Additional Debtors' Non-Trade Unsecured Claim shall retain all rights possessed under such Allowed Additional Debtors' Non-Trade Unsecured Claims and under non-bankruptcy law so that such Additional Debtors' Non-Trade Unsecured Claims are rendered Unimpaired by the Joint Plan and pass through after the Effective Date for all purposes as if the Additional Debtors' Chapter 11 Cases had never been filed.

(b) *Voting.* Because the Allowed Additional Debtors' Non-Trade Unsecured Claims against the Additional Debtors are Unimpaired by the Joint Plan, each Creditor holding an Additional Debtors' Non-Trade Unsecured Claim against an Additional Debtor (or Additional Debtors) is presumed to have accepted the Joint Plan with respect to such Claim. Therefore, no Creditor holding such a Class 10 General Unsecured Claim against the Additional Debtors is entitled to vote to accept or reject the Joint Plan on account of such Claim.

(c) *Reservation of Rights with Respect to Non-Abuse Personal Injury Claims.* Subject in all respects to the Insurance Settlement Agreements, including the releases therein (i.e., solely to the extent of Preserved Coverage, if any, with respect to any Settling Insurers' Policies), the insurance rights of the Additional Debtors or other Covered Parties that pertain to Non-Abuse Personal Injury Claims of the Additional Debtors are expressly reserved for each Covered Party, as applicable, and the Plan Documents will not, and will not be deemed to, transfer, grant, or assign such insurance rights to the Settlement Trust. For the avoidance of doubt, the insurance rights of any Entity that is not a Covered Party are expressly reserved for such Entity and the Plan Documents will not, and will not be deemed to, transfer, grant, or assign such rights to the Settlement Trust.

ARTICLE 5

MEANS FOR IMPLEMENTATION AND FUNDING OF THE JOINT PLAN

Section 5.1 Creation of the Settlement Trust for the Benefit of Abuse Claimants. In accordance with Article 6 of the Joint Plan, on or before the Effective Date, the Settlement Trust will be

Section 10.4 Existing Benefits Programs. On the Effective Date, all Existing Benefits Programs will be honored except for any Disallowed Priest Pension Claims (including any Priest Pension Claims Disallowed by Section 8.7 of this Joint Plan).

Section 10.5 Priest Pension Plan and Retiree Medical Benefits. On the Effective Date, all Priest Pension Claims (other than Disallowed Priest Pension Claims) and Priest Retiree Medical Benefits Claims will be satisfied in compliance with the Priest Pension Plan and Priest Retiree Medical Benefits.

Section 10.6 Workers' Compensation Programs. On the Effective Date, the Reorganized Archdiocese and Reorganized Additional Debtors will continue to honor their obligations under: (a) all applicable workers' compensation laws in all applicable states; and (b) the Workers' Compensation Programs. All Proofs of Claims on account of workers' compensation, including the Workers' Compensation Program, will be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that (a) nothing in the Joint Plan will limit, diminish, or otherwise alter any defenses, Estate Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Programs; and (b) nothing herein will be deemed to impose any obligations on the Debtor, the Reorganized Archdiocese, the Additional Debtors, the Reorganized Additional Debtors, or their insurers in addition to what is provided for under the terms of the Workers' Compensation Program and applicable state law.

Section 10.7 Claims Incurred After the Effective Date. The Reorganized Archdiocese and Reorganized Additional Debtors may pay Claims that they incur after the Effective Date in the ordinary course of business, without application for or Court approval, subject to any agreements with such Creditors and applicable law.

Section 10.8 Pass-Through of Parish-Related Agreements and Additional Debtors' Executory Contracts and Unexpired Leases. Notwithstanding anything else to the contrary in this Article 10 and except as otherwise specifically set forth in this Joint Plan, the Parish Service Agreements, the Temporalities Manual, and all oral agreements between the Archdiocesan Parishes and the Archdiocese (the "Pass-Through Parish-Related Agreements") and all ~~e~~Executory ~~e~~Contracts and ~~u~~Unexpired ~~l~~Leases to which the Additional Debtors are a counterparty (the "Pass-Through Additional Debtors'-Related Agreements") will be neither assumed nor rejected under Bankruptcy Code § 365 and will instead pass through the bankruptcy and be treated on and after the Effective Date for all purposes as if the Archdiocese Chapter 11 Case and the Additional Debtors' Chapter 11 Cases had never been filed. All rights, claims, and liabilities pursuant to the Pass-Through Additional Debtors'-Related Agreements will remain unaltered and unimpaired for all purposes, except in all cases, for the avoidance of doubt and to the extent applicable, any rights, Claims, and liabilities associated with the Insurance Settlement Agreements as otherwise set forth in this Joint Plan. Notwithstanding the foregoing, in any calendar year, the Debtor or Reorganized Archdiocese shall not make a payment on the Pass-Through Parish-Related Agreements if:

- (a) payments to Class 6 Bond Claims are not current; and
- (b) the payment in any plan year is in excess of \$3,000,000. For purposes of calculating this limitation, amounts not paid in a prior year may be carried over on a cumulative basis to future years.

The foregoing restriction on payment shall continue only until the Class 6 Bond Claims have been paid the full amount due under this Joint Plan. No payment of interest shall be made to an Additional Debtor under the Pass-Through Parish-Related Agreements. In addition, whatever recoupment rights are possessed by the Additional Debtors are preserved; however, such recoupment rights are subject to the restrictions set forth in subsections (a) and (b) above.

Section 10.9 Reservation of Rights. Nothing contained in any Plan Document will constitute an admission by any Entity that any contract or lease is in fact an Executory Contract or Unexpired Lease

Debtors, the Creditors' Committee, and applicable Settling Insurer), and such Insurance Settlement Orders shall have become Final Orders.

Section 11.3 Waiver of Conditions. The conditions set forth in Section 11.2 of this Joint Plan may be waived by the written consent of the Debtor, the Additional Debtors, the Creditors' Committee, and applicable Settling Insurer.

Section 11.4 Filing Notice of Occurrence of the Effective Date. The Reorganized Archdiocese will File a notice of occurrence of the Effective Date by no later than three (3) days after the Effective Date. Such Notice must state (a) that all conditions to the Joint Plan's becoming effective have been satisfied and (b) the date of the Effective Date. Nothing in this Joint Plan shall be construed to prevent the Reorganized Archdiocese and the Reorganized Additional Debtors from having separate Effective Dates.

Section 11.5 Timing of Effective Date. The Effective Date shall occur on or before the ninetieth (90th) calendar day after the Confirmation Date, which Effective Date may be extended upon (a) consent of the Plan Proponents or (b) Order of the Bankruptcy Court. Notwithstanding anything in this Article XI to the contrary, the applicable Debtor, Reorganized Archdiocese, Additional Debtors, or Reorganized Additional Debtors shall provide the Debtor and Additional Debtor Settlement Consideration on or before December 31, 2025 or as otherwise indicated in Section 5.3(a).

Section 11.6 Effect of Non-Occurrence of Conditions. If either (a) the Effective Date does not occur in accordance with Section 11.5 of this Joint Plan or (b) substantial consummation of this Joint Plan does not occur, then this Joint Plan will be null and void in all respects and nothing contained in the Plan Documents or the Disclosure Statement will: (i) constitute a waiver or release of any Claims by or against the applicable Debtor, Reorganized Archdiocese, Additional Debtors, or Reorganized Additional Debtors; (ii) prejudice in any manner the rights of the applicable Debtor, Reorganized Archdiocese, Additional Debtors, or Reorganized Additional Debtors; (iii) constitute an admission, acknowledgement, offer, or undertaking by the applicable Debtor, Reorganized Archdiocese, Additional Debtors, or Reorganized Additional Debtors in any respect, including in any proceeding or case against the Archdiocese or Additional Debtors; or (iv) be admissible in any Action against the Debtor, Reorganized Archdiocese, Additional Debtors, or Reorganized Additional Debtors in any court or other forum. In that event, the Archdiocese, Additional Debtors, and all Creditors will be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though Confirmation never occurred.

ARTICLE 12

ADDITIONAL EFFECTS OF CONFIRMATION

Section 12.1 Binding Effect. As of the Effective Date, all provisions of the Joint Plan, including all agreements, instruments, and other documents Filed in connection with the Joint Plan by the Debtor, Reorganized Archdiocese, Additional Debtors, or Reorganized Additional Debtors will be binding upon the Debtor, Additional Debtors, Estates, Reorganized Archdiocese, Reorganized Additional Debtors, Settling Insurers, Non-Settling Insurers, Creditors holding Claims against the Debtor or any Additional Debtor (including all Abuse Claimants), each such Creditor's respective successors and assigns, and all other Entities that are affected in any manner by the Joint Plan, regardless of whether the Claim of such Creditor is Impaired under the Joint Plan or whether such Creditor has accepted the Joint Plan. Except as otherwise expressly provided in the Joint Plan, all agreements, instruments, and other documents Filed in connection with the Joint Plan will be given full force and effect and will bind all Entities referred to therein on and after the Effective Date, whether or not such agreements are actually issued, delivered, or recorded on or after the Effective Date, and whether or not such Entities have actually executed any such agreement.

Section 12.2 Discharge and Discharge Injunctions.

(a) *Discharge of the Debtor.* Except as expressly provided in the Insurance Settlement Agreements, Joint Plan (including but not limited to section 12.14 below), or Confirmation Order, all consideration distributed under the Joint Plan, as well as the Debtor and Additional Debtor

Section 12.8 Gatekeeper Injunction. Subject in all respects to Article 12 and Articles 7.4 and 7.5 of the Joint Plan, no Enjoined Party may assert a Claim or cause of action of any kind or institute any proceeding of any kind against any Exculpated Party or any other party protected by an Injunction or other Court Order (including any Settling Insurer) that arises from or is in any manner related to the Chapter 11 Cases, the negotiation of the Joint Plan, the negotiation of the Insurance Settlement Agreements, the administration of the Joint Plan by the Settlement Trust and the Debtor, or the property to be distributed under the Joint Plan, or transactions in furtherance of the foregoing, without the Bankruptcy Court first specifically authorizing the party seeking relief from (i) the discharge granted under the Bankruptcy Code, (ii) the Joint Plan, or (iii) any Injunction or other Court Order to initiate such Claim or cause of action after determining, after Notice and Hearing, and by Final Order, that such party has proven that such Claim or cause of action (a) is a colorable claim; (b) did not arise prior to the Effective Date of the Joint Plan; (c) is owned by such party and not by the Debtor, Additional Debtor, Reorganized Debtors, Settlement Trust, or Settling Insurers and (d) is not subject to an Injunction or other Court Order.

To the extent that a Claim or cause of action is filed against a Covered Party, Settling Insurer, or the Settlement Trust, without the Bankruptcy Court authorizing such Claim or cause of action in accordance with the preceding paragraph, the Claim or cause of action shall be deemed a willful violation of the Injunctions contained in this Joint Plan if the Claim or cause of action is not dismissed within 10 days of the lawyer filing such Claim or cause of action being provided notice that the Claim or cause of action is in violation of the Injunctions contained in the Joint Plan and this provision. The Bankruptcy Court, for any willful violation of the Injunctions contained in this Joint Plan and this provision, shall assess the attorney filing such Claim or cause of action and the named plaintiff in the Claim or cause of action reasonable legal fees incurred by the party enforcing the respective Injunction and this provision.

Section 12.9 Exceptions to Exculpation, Injunction, and Release Provisions. Notwithstanding any provision of the Joint Plan or Confirmation Order to the contrary, no exculpation (including the Exculpations), injunction (including the Injunctions), or release provision contained in the Joint Plan or Confirmation Order will provide any protection or benefit to any Excluded Party.

Section 12.10 The Debtor's Settlement of Certain Claims. For other good and valuable consideration, pursuant to Bankruptcy Rule 9019, as of the Effective Date, the Debtor and Reorganized Archdiocese irrevocably and unconditionally, without limitation, release, acquit, forever discharge, and waive any and all (a) Single Business Enterprise Claims, (b) Avoidance Actions against the Additional Debtors or the Non-Debtor Catholic Entities, and (c) Claims or Causes of Action asserted in the Portfolios Adversary Proceeding. The foregoing release is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. For the avoidance of doubt, the release contained in this Section 12.10 of the Joint Plan does not release any Non-Debtor Catholic Entity from liability due on or with respect to any Preserved Estate Causes of Action, including the following: (i) the Archdiocesan Agency Assessments; (ii) Archdiocesan Parish Assessments; (iii) Deposit and Loan Notes Receivables; (iv) any liability or obligation relating to or arising out of any Parish Service Agreement; (v) any liability related to or arising out of the Priest Pension Plan or the Priest Retiree Medical Benefits (other than any Disallowed Priest Pension Claim), (vi) any of the Debtor's Administrative Claims against any of the Additional Debtors; or (vii) any charges for services subcontracted by the Archdiocese or owed to other Entities, including legal fees, bank-investment charges and services, employee benefits charges and services, insurance premiums, and self-insured retentions and deductibles.

Section 12.11 Avoidance Actions. On the Effective Date, the Archdiocese and the Additional Debtors, on behalf of themselves and their Estates, will release any and all Avoidance Actions, and the Archdiocese and the Additional Debtors, and any Entity acting on behalf of the Archdiocese or the Additional Debtors, will be deemed to have waived the right to pursue any and all Avoidance Action. No Avoidance Actions will revert, or be transferred, to any Creditor or the Settlement Trust.

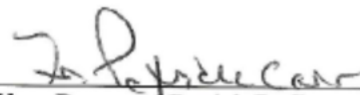
Dated as of ~~Nov~~December 13¹, 2025.

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

By: 

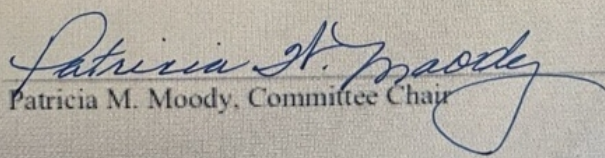
Most Reverend Gregory M. Aymond
Archbishop

THE ADDITIONAL DEBTORS

By: 

Very Reverend Patrick R. Carr

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: 

Patricia M. Moody, Committee Chair

Dated: ~~Nov~~December 13¹, 2025

/s/ Samantha A. Oppenheim

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ATTORNEYS FOR THE OFFICIAL

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PLAN EXHIBIT A

**DEFINED TERMS FOR THE ~~SIXTH~~SEVENTH AMENDED JOINT CHAPTER 11
PLAN OF REORGANIZATION FOR THE ROMAN CATHOLIC CHURCH OF THE
ARCHDIOCESE OF NEW ORLEANS AND THE ADDITIONAL DEBTORS,
PROPOSED BY THE DEBTOR, THE ADDITIONAL DEBTORS, AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS, DATED AS OF ~~NOV~~DECEMBER ~~13~~1,
2025, AND THE ACCOMPANYING DISCLOSURE STATEMENT**

SETTLEMENT TRUST AGREEMENT

DATED AS OF ~~NOV~~DECEMBER ~~13~~1, 2025

**PURSUANT TO THE ~~SIXTH~~SEVENTH AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION FOR THE ROMAN CATHOLIC CHURCH OF THE
ARCHDIOCESE OF NEW ORLEANS AND THE ADDITIONAL DEBTORS**

Table of Contents

ARTICLE 1. AGREEMENT OF TRUST	7
Section 1.1 Creation and Name	7
Section 1.2 Purposes.	7
Section 1.3 Transfer of Assets.....	7
Section 1.4 Acceptance of Assets.	8
Section 1.5 Receipt of Proceeds.	8
Section 1.6 Settlement Trust Beneficiaries.....	8
Section 1.7 Jurisdiction.	9
Section 1.8 Privileged and confidential information.	9
Section 1.9 Relation-back election.....	9
Section 1.10 Employer identification number.....	9
Section 1.11 Relationship to Joint Plan.	9
ARTICLE 2. POWERS AND TRUST ADMINISTRATION	10
Section 2.1 Powers.	10
Section 2.2 Limitations on the Settlement Trustee and Settlement Trust Advisory Committee.	14
Section 2.3 General Administration.....	14
Section 2.4 Accounting.	14 <u>15</u>
Section 2.5 Financial Reporting.	15
Section 2.6 Names and addresses.	15
Section 2.7 Transfers of the Settlement Trust Assets.	15
ARTICLE 3. ACCOUNTS, INVESTMENTS, EXPENSES	16
Section 3.1 Accounts.	16
Section 3.2 Investment Guidelines.	16
Section 3.3 Payment of Settlement Trust Operating Expenses.	17

SETTLEMENT TRUST AGREEMENT

This Settlement Trust Agreement (this “**Settlement Trust Agreement**”), dated as of ~~Nov~~December 13¹, 2025, and effective as of the Confirmation Date, is entered in accordance with the ~~Sixth~~Seventh Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Church of the Archdiocese of New Orleans and Additional Debtors, Proposed by the Debtor, the Additional Debtors, and the Official Committee of Unsecured Creditors, Dated as of ~~Nov~~December 13¹, 2025 (as it may be amended, modified, or supplemented, the “**Joint Plan**”),¹ by the Debtor and the Additional Debtors, (collectively, the “**Settlers**,” in their capacities as settlors of the Trust), on the one hand, and Donald C. Massey as trustee (together with any successor serving in such capacity, the “**Settlement Trustee**”) and the Settlement Trust Advisory Committee, who are either former members of the Official Committee of Unsecured Creditors, other abuse survivors, or legal counsel for abuse survivors (together with any successors serving in such capacity, the “**Settlement Trust Advisory Committee**”), on the other hand;

RECITALS

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

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

(C) This Settlement Trust Agreement is made effective by the Confirmation Order to implement the Joint Plan and to create the Settlement Trust (the “**Settlement Trust**”) for the exclusive benefit of the holders of Abuse Claims, as set forth in the Joint Plan.

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

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

¹

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

(g) The Settlement Trustee shall provide periodic financial reports to and shall consult with the Settlement Trust Advisory Committee on the matters set forth in the Settlement Trust Documents.

Section 2.2 Limitations on the Settlement Trustee and Settlement Trust Advisory Committee.

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

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

(b) Insurance Settlements.

The Settlement Trustee may effectuate Insurance Settlements without Bankruptcy Court approval. Notwithstanding the foregoing, if one Settlement Trust Advisory Committee member dissents from the Settlement Trustee’s recommendation to approve ~~of~~ an Insurance Settlement, the Settlement Trustee may override the dissent by obtaining Bankruptcy Court approval of the proposed settlement. If two or more Settlement Trust Advisory Committee members dissent from the Settlement Trustee’s recommendation to approve ~~of~~ an Insurance Settlement, the ~~Insurance Settlement may not be approved by~~ Settlement Trustee shall hold a meeting of the Settlement Trust Advisory Committee. If multiple Settlement Trust Advisory Committee member objections remain following such meeting, the Settlement Trustee and / or any Settlement Trust Advisory Committee member may seek relief regarding such proposed Insurance Settlement from the Bankruptcy Court.

Section 2.3 General Administration.

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

relieving the Settlement Trust Advisory Committee members and the Settlement Trustee, his employees, and the Settlement Trust's professionals and agents of any further duties, discharging and releasing the Settlement Trustee from all liability related to the Settlement Trust, and releasing the Settlement Trustee's bond, if any.

ARTICLE 7.

SETTLEMENT TRUST ADVISORY COMMITTEE

Section 7.1 Appointment, Composition, and Governance of Settlement Trust Advisory Committee.

The Settlement Trust Advisory Committee shall consist of five members. The initial members of the Settlement Trust Advisory Committee will be Patricia Moody, Tim Gioe, Steve McEvoy, James Adams, and Darren Boesch. The Settlement Trust Advisory Committee may, by majority vote, appoint such additional members to the Settlement Trust Advisory Committee as they see fit.

Section 7.2 Rights and Duties of Settlement Trust Advisory Committee; Corresponding Limitations on Settlement Trustee's Actions.

The rights and duties of the Settlement Trust Advisory Committee shall be those set forth in this Agreement. The Settlement Trustee shall limit its actions on behalf of the Settlement Trust in accordance with the limits established by those provisions.

Section 7.3 Approval and Authorization on Negative Notice.

The Settlement Trustee may obtain approval or authorization required with respect to any matter in which the amount of up to \$250,000 is in dispute under the Joint Plan or this Settlement Trust Agreement from the Settlement Trust Advisory Committee on seven (7) business days' negative notice. The Settlement Trustee may obtain approval or authorization required with respect to any matter, other than an Insurance Settlement, in which the amount of more than \$250,000 is in dispute under the Joint Plan or this Settlement Trust Agreement from the Settlement Trust Advisory Committee by an affirmative vote of two-thirds of the Settlement Trust Advisory Committee. The Settlement Trustee shall consult with the Settlement Trust Advisory Committee and seek written approval from the Settlement Trust Advisory Committee before accepting any Insurance Settlement. If one Settlement Trust Advisory Committee member dissents from the Settlement Trustee's recommendation to approve ~~of~~ an Insurance Settlement, the Settlement Trustee may override the dissent by obtaining Bankruptcy Court approval of the proposed settlement. If two or more Settlement Trust Advisory Committee members dissent from the Settlement Trustee's recommendation to approve ~~of~~ an Insurance Settlement, the Settlement Trustee shall ~~not approve the~~ hold a meeting of the Settlement Trust Advisory Committee. If multiple Settlement Trust Advisory Committee member objections remain following such meeting, the Settlement Trustee and / or any Settlement Trust Advisory Committee member may seek relief regarding such proposed Insurance Settlement from the Bankruptcy Court.