

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH OF	§	
THE ARCHDIOCESE OF NEW ORLEANS,	§	Section “A”
	§	
Debtor. ¹	§	Chapter 11
	§	
	§	

NOTICE OF FILING FIFTH AMENDED JOINT PLAN

PLEASE TAKE NOTICE that, on September 23, 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 *Fourth 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 September 23, 2025*, [ECF No. 4419], (the “**Fourth Amended Joint Plan**”).

PLEASE TAKE FURTHER NOTICE that, on October 27, 2025, the Plan Proponents filed the *Fifth 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 October 27, 2025*, [ECF No. 4518], (the “**Fifth Amended Joint Plan**”).

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibits 1** through **5** are change-page only comparisons of the Fifth Amended Joint Plan and certain exhibits thereto against the Fourth Amended Joint Plan filed on September 23, 2025.

¹ The last four digits of the Debtor’s federal tax identification number are 8966. The Debtor’s principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.

Exhibit Number	Document Compared	ECF No. of Prior Filing
1	Fifth Amended Joint Plan	4419
2	Plan Exhibit A: Defined Terms	4419-1
3	Plan Exhibit D-1: Settlement Trust Agreement	4419-5
4	Plan Exhibit F: Additional Debtors' Abuse Claims Bar Date Notice	4419-8
5	Plan Exhibit G: Additional Debtors' Abuse Claims Bar Date Publication Notice	4419-9

PLEASE TAKE FURTHER NOTICE that the following exhibits to the Fifth 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 H: Additional Debtors' Abuse Proof of Claim Form
- g) Plan Exhibit I: Reserved
- h) Plan Exhibit J: Additional Debtors' Non-Trade Claims Bar Date Publication Notice
- i) Plan Exhibit K: Additional Debtors' Non-Trade Proof of Claim Form

[Signature Page Follows]

Dated: October 27, 2025

/s/ Samantha A. Oppenheim

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

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

In re:

THE ROMAN CATHOLIC CHURCH OF
THE ARCHDIOCESE OF NEW
ORLEANS,

Debtor.¹

§
§
§
§
§
§
§

Case No. 20-10846

Section “A”

Chapter 11

~~FOURTH~~FIFTH 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 ~~SEPTEMBER 23~~OCTOBER 27, 2025

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¹ The last four digits of the Debtor’s federal tax identification number are 8966. The Debtor’s principal place of business is located at 7887 Walmsley Ave., New Orleans, LA 70125.

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PLAN SUPPLEMENTS

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This ~~Fourth~~*Fifth* 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 Claim.* 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), (ii) the Bond Trustee's Claim and the Bond Trustee's Professional Fee Claim will receive no recovery under this Joint Plan and will be valued for purposes of this Joint Plan at \$0.00, and (iii) 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, the determination that the Bond Trustee's Claim and the Bond Trustee's Professional Fee Claim shall receive no recovery, 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.

(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 ~~ten (10) annual Cash payments based on the following formula: The product of (i) a fraction with a numerator equal to the Allowed Bond Claims and a denominator equal to all Unsecured Claims against the Debtor that would be paid in the hypothetical chapter 7 case described in the Liquidation Analysis and (ii) the amount available to be distributed to all Unsecured Claims against the Debtor in the hypothetical chapter 7 case described in the Liquidation Analysis.~~consideration:

(i) ~~—For example, if (i) the Allowed Bond Claims were \$29 million, (ii) the total Unsecured Claims (including the Bond Claims) in the Liquidation Analysis were \$1,429,299,271, and (iii) the total assets available for distribution to Creditors holding Unsecured Claims in the Liquidation Analysis were \$209,230,813, then the Allowed Bond Claims would receive the present value of 2.02% of the \$209,230,813 (i.e., a present value of \$4,245,222.61). The present value amount determined by the preceding formula shall be amortized over ten (10) years and paying an 8.5% interest rate.~~Transfer of Immovable Property. Within ninety (90) days after the Effective Date, the Debtor shall transfer to the Bond Trustee (or its designee(s)) the following parcels of immovable property (collectively, the “**Settlement Properties**”), free and clear of all liens, claims, encumbrances, and interests:

- Holy Guardian Angels Mission Church, Jefferson Parish, Louisiana, valued for purposes of this Joint Plan at \$403,700;
- Madonna Manor (Former Site), Jefferson Parish, Louisiana, valued for purposes of this Joint Plan at \$2,000,000;
- Old Hannan High School, St. Bernard Parish, Louisiana, valued for purposes of this Joint Plan at \$2,337,534;

- RCCANO Offices/Catholic Charities (Parking), Orleans Parish, Louisiana, valued for purposes of this Joint Plan at \$1,903,000;
- Sacred Heart of Jesus Catholic Church, Orleans Parish, Louisiana, valued for purposes of this Joint Plan at \$4,365,359;
- St. Bonaventure Church, Jefferson Parish, Louisiana, valued for purposes of this Joint Plan at \$1,228,433;
- Residence - Bridget Street, Jefferson Parish, Louisiana, valued for purposes of this Joint Plan at \$215,000; and
- St. Pius X, Jefferson Parish, Louisiana, valued for purposes of this Joint Plan at \$604,667.

The Settlement Properties shall have an aggregate value for purposes of this Joint Plan of \$13,057,693. Legal descriptions and additional details regarding the Settlement Properties, including the terms of transfer, are set forth in Plan Supplement 4.6(c)(i).

- (ii) Cash Payments. ~~Additionally, such Creditor's pro-rata share of the Cash payments set forth above may be reduced by the application of amounts payable.~~ In addition to the transfer of the Settlement Properties, the Reorganized Debtor shall make Cash payments to the Bond Trustee in accordance with the Amended Bond Documents (on behalf of the Bondholders) in the aggregate principal amount of \$7,200,000, payable in equal annual installments over twelve (12) years commencing on July 1, 2026. The treatment of the Bond Claims outlined This Cash payment treatment as described in this Section 4.6(c)(ii) will be memorialized in the Amended Bond Documents, which Amended Bond Documents shall: (i) substantially conform to this Joint Plan as set forth in Plan Supplement 4.6(c)(ii); and (ii) be executed and delivered to the Bond Trustee by the ~~Archdiocese~~ Debtor or the Reorganized Archdiocese on or before the Effective 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

Section 8.4 Determination of Non-Abuse Claims. From and after the Effective Date, any Non-Abuse Claim as to which a Proof of Claim or motion or request for payment was timely Filed in any Chapter 11 Cases, or deemed timely Filed by Order entered by the Bankruptcy Court or pursuant to this Joint Plan, may be determined and liquidated pursuant to: (a) an Order entered by the Bankruptcy Court; (b) applicable bankruptcy law; (c) an agreement of the parties without the need for Bankruptcy Court approval; (d) applicable non-bankruptcy law; or (e) the lack of (i) an objection to such Claim, (ii) an application to equitably subordinate such Claim, or (iii) an application to otherwise limit recovery with respect to such Claim, Filed by the applicable Reorganized Archdiocese or Reorganized Additional Debtor on or before any applicable deadline for Filing such objection or request for payment with respect to such Claim. Any such Non-Abuse Claim so determined and liquidated will be deemed to be an Allowed Non-Abuse Claim for such liquidated amount and will be satisfied in accordance with the Joint Plan. Nothing contained in this Section 8.4 of the Joint Plan will constitute, or be deemed a waiver of, any Claims, rights, or Causes of Action that the applicable Debtor, Reorganized Archdiocese, Additional Debtor, or Reorganized Additional Debtor may have against any Entity in connection with or arising out of any Non-Abuse Claim.

Section 8.5 No Distributions Pending Allowance. No Distributions will be made with respect to a Disputed Non-Abuse Claim, or any portion thereof, unless and until all objections to such Disputed Non-Abuse Claim have been settled or withdrawn, or have been determined by a Final Order, and such Disputed Non-Abuse Claim has become an Allowed Non-Abuse Claim.

Section 8.6 Estimation of Non-Abuse Claims. To effectuate Distributions to Non-Abuse Claims ~~under this Joint Plan~~, and avoid undue delay in the administration of any Chapter 11 Cases, after notice and a hearing (which notice may be limited to the Creditor holding the applicable Disputed Non-Abuse Claim), the Reorganized Archdiocese and Reorganized Additional Debtors will have the right to seek an Estimation Order related to any Disputed Non-Abuse Claim; provided, however, the Bankruptcy Court or the District Court, as applicable, will determine whether the Disputed Non-Abuse Claims are subject to estimation under section 502(c) of the Bankruptcy Code, and the timing and procedures for such estimation proceedings, if any.

Notwithstanding anything in Section 8.4 or this Section 8.6, a Non-Abuse Personal Injury Claim as to which a Proof of Claim or motion or request for payment was timely Filed in any Chapter 11 Cases, or deemed timely Filed by Order entered by the Bankruptcy Court or pursuant to this Joint Plan, shall not be subject to the provisions of Section 8.4 and Section 8.6 unless agreed to in writing by the Holder of such Non-Abuse Personal Injury Claim and the Debtor (a ballot or vote cast accepting the Joint Plan by the Holder of such Non-Abuse Personal Injury Claim shall **not** constitute such an agreement). And further, nothing in Sections 8.4 and 8.6 alters the treatment, limits the recourse, or otherwise precludes the Holder of such Non-Abuse Personal Injury Claim to seek to liquidate the amount of such Non-Abuse Personal Injury Claim[s] (and to pursue claims against any non-Debtor and/or non-Additional Debtor parties) in any available, non-bankruptcy court forum in accordance with applicable law.

Section 8.7 Disallowance of Certain Priest Pension Claims. Notwithstanding anything else to the contrary in the Joint Plan (including any assumption or pass-through of liability set forth in this Joint Plan), all Priest Pension Claims to or for the benefit of any Archdiocesan Priest against whom there have been allegations of Abuse of a minor or vulnerable adult where the Archdiocesan Priest is identified in either (A) the Report Regarding Clergy Abuse or (B) by an Order entered by the Bankruptcy Court before the Confirmation Date are hereby Disputed under this Joint Plan and shall be Disallowed as of the Effective Date. Neither the Reorganized Archdiocese nor any Reorganized Additional Debtor will make any Distribution with respect to any such Disallowed Priest Pension Claim.

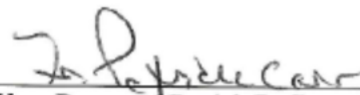
Dated as of ~~September 23, 2025~~ October 27, 2025.

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

By: 

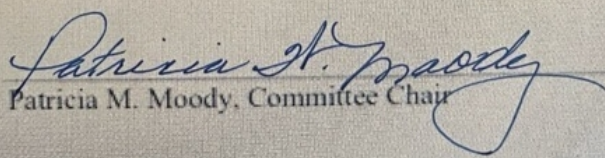
Most Reverend Gregory M. Aymond
Archbishop

THE ADDITIONAL DEBTORS

By: 

Very Reverend Patrick R. Carr

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: 

Patricia M. Moody, Committee Chair

Dated: ~~September 23, 2025~~ October 27, 2025

~~/s/ Mark A. Mintz~~ /s/ Samantha A. Oppenheim

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

PLAN EXHIBIT A

**DEFINED TERMS FOR THE ~~FOURTH~~FIFTH 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 ~~SEPTEMBER~~
~~23~~OCTOBER 27, 2025, AND THE ACCOMPANYING DISCLOSURE STATEMENT**

Policy as it pertains to any of the foregoing. The term “Abuse Related Insurance Claim” also includes any Claims or Causes of Action for reimbursement of Post-Effective Date Costs under any Subject Insurance Policy, but only to the extent such Post-Effective Date Costs are actually owed by the Settlement Trust.

10. **“Action”** means any lawsuit, proceeding, or other action in a court, or any arbitration.
11. **“Additional Debtors” or “Catholic Entities”** means the Entities listed on Plan Exhibit B-1.
12. **“Additional Debtors’ Abuse Proof of Claim Form”** is the proof of claim form attached as Plan Exhibit H.
13. **“Additional Debtors’ Abuse Claims Bar Date”** means the applicable date established by the Joint Plan as the last date for Filing Proofs of Claim asserting Abuse Claims against any Additional Debtors, which date is December 2, 2025
14. **“Additional Debtors’ Abuse Claims Bar Date Notice”** is the Notice attached as Plan Exhibit F.
15. **“Additional Debtors’ Abuse Claims Bar Date Publication Notice”** is the Notice attached as Plan Exhibit G.
16. **“Additional Debtors’ Assets”** collectively means all property of the Additional Debtors, respectively, of every kind and character, wherever located, whether real or personal, tangible or intangible, and specifically including Cash, Estate Causes of Action, and Avoidance Actions.
17. **“Additional Debtors’ Chapter 11 Cases”** means the chapter 11 cases Filed or to be Filed by the Additional Debtors on the Additional Debtors’ Petition Date. The Additional Debtors’ Chapter 11 Cases will be jointly administered with the Archdiocese’s Chapter 11 Case.
18. **“Additional Debtors’ Estate”** means the estate of each Additional Debtor, created pursuant to section 541 of the Bankruptcy Code upon the filing of each Additional Debtor’s Chapter 11 Case.
19. **“Additional Debtors’ Petition Date”** means the date on which the Additional Debtors each Filed a petition for relief under chapter 11 of the Bankruptcy Code.
20. **“Additional Debtors’ Non-Trade Proof of Claim Form”** is the proof of claim form attached as Plan Exhibit K.
21. **“Additional Debtors’ Non-Trade Claims Bar Date”** means the applicable date established by the Joint Plan as the last date for Filing Proofs of Claim asserting Additional Debtor Non-Trade Claims against any Additional Debtors, which date is December 2, 2025.
22. **“Additional Debtors’ Non-Trade Claims Bar Date Publication Notice”** is the Notice attached as Plan Exhibit J.
23. **“Additional Debtors’ Non-Trade Unsecured Claims”** means all General Unsecured Claims ~~of~~against the Additional Debtors and all Non-Abuse Personal Injury Claims ~~of~~against the Additional Debtors. The Additional Debtors’ Non-Trade Unsecured Claims are treated in Class 10, at Section 4.10 of the Joint Plan.
24. **“Additional Plan Consideration”** means the following:
 - a. The Debtor’s and the Additional Debtors’ agreement to the Non-Monetary Plan Provisions.

116. **“Debtor and Additional Debtor Settlement Consideration”** means the consideration described in Section 5.3(a) of the Joint Plan.

117. **“Definitions”** means these *Defined Terms for the 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, and the Accompanying Disclosure Statement*, as set forth in this Plan Exhibit A, as the same may be amended and supplemented from time to time.

118. **“Deposit and Loan Deposits”** means deposits made under the Deposit and Loan Program, which are invested in Portfolio B.

119. **“Deposit and Loan Program”** means the program established by the Archdiocese that provides savings and loan services to certain of the Additional Debtors and the Non-Debtor Catholic Entities.

120. **“Deposit and Loan Fund Notes”** means those certain promissory notes, executed by certain of the Non-Debtor Catholic Entities, regarding loans from the Deposit and Loan Program.

121. **“Deposit and Loan Notes Receivables”** means the loans receivable related to and arising out of the Deposit and Loan Fund Notes.

122. **“Diocese of Baton Rouge”** means the Diocese of Baton Rouge. References to the “Diocese of Baton Rouge CP” refer to the period prior to (i) its founding, (ii) erection, or (iii) July 22, 1961 whichever occurred last; references to the “Diocese of Baton Rouge SD” refer to the period after such date.

123. **“Diocese of Houma-Thibodaux”** means the Diocese of Houma-Thibodaux. References to the “Diocese of Houma-Thibodaux CP” refer to the period prior to (i) its founding, (ii) erection, or (iii) June 5, 1977, whichever occurred last; references to the “Diocese of Houma-Thibodaux SD” refer to the period after such date.

124. **“DIP Credit Card Claim”** means the Claim for money owed by the Debtor for credit cards issued by HWB, as approved by: (a) the *Final Order Authorizing (i) the Maintenance of Existing Bank Accounts, Continued Use of Existing Cash Management System, and Continued Use of Existing Business Forms, (ii) Waiving the Requirements of section 345(b) of the Bankruptcy Code, and (iii) Granting Related Relief*, [ECF Doc. No. 174]; and (b) the *Order Authorizing the Debtor to Obtain and Use Post-Petition Secured Credit Card Account Pursuant to 11 U.S.C. §§ 105, 364, Fed. R. Bankr. P. 4001(c), and Local Rule 4001-3*, [ECF Doc. No. 758]. The DIP Credit Card Claim is treated in Section 2.4 of the Joint Plan.

125. **“Direct Action Claim”** means any Claim by any Entity that is a “direct action” as that term is used in LA. REV. STAT § 22:1269 *et. seq.*, against any Insurer or related to any Subject Insurance Policy including, without limitation, (a) any claim that is similar or related to any Claim that could also be asserted by the Archdiocese, or any other Covered Party, (b) any Claim that directly or indirectly arises out of, relates to, or is connected with any Abuse Claim, (c) any Claim that directly or indirectly arises out of, relates to, or is in connection with any Insurers’ handling of any Abuse Claim under the laws of any applicable jurisdiction, or (d) any Claim arising under any law of any jurisdiction that may give a third party a direct Cause of Action against an Insurer (or its Related Persons) for monetary or other relief.

126. **“Disallow”** means, with respect to any Claim, a Claim or any portion thereof that: (a) has been Disallowed by a Final Order; (b) is set forth on the applicable Schedule or Schedules as zero or as Contingent, Disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order entered by the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Joint Plan; (c) is not set forth on the applicable Schedule or Schedules and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or

deemed timely Filed pursuant to either the Bankruptcy Code or any Final Order entered by the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Joint Plan; (d) has been waived or withdrawn by agreement of the Archdiocese and the holder thereof; or (e) has been waived or withdrawn by the holder thereof. **“Disallowing”** and **“Disallowance”** have correlative meanings.

127. **“Disallowed Priest Pension Claim”** means any Priest Pension Claim to or for the benefit of any Archdiocesan Priest against whom there have been substantiated allegations of Abuse of a minor or vulnerable adult, where the Archdiocesan Priest is identified in either (a) the Report Regarding Clergy Abuse or (b) by Final Order entered by the Bankruptcy Court before the Confirmation Date.

128. **“Discharge Injunction”** means the discharge injunction imposed pursuant to Section 12.2 of the Joint Plan.

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

130. **“Disclosure Statement Exhibits”** means the exhibits to the Disclosure Statement, as the same may be amended.

131. **“Disclosure Statement Order”** means the Order, [ECF Doc. No. [4253](#)], that: (a) authorizes the Debtor and Additional Debtors to solicit votes on the Joint Plan; (b) approves the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code; (c) approves the solicitation materials and documents to be included in the Solicitation Package; and (d) approves procedures for soliciting, receiving, and tabulating votes on the Joint Plan and for Filing objections to the Joint Plan.

132. **“Disputed”** means: (a) a Claim, or any portion thereof, that has been Disallowed by a Final Order; (b) a Claim that has been listed in the Schedules at zero or as Contingent, disputed, or unliquidated and as to which no Proof of Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code; or (c) a Claim that has not been listed in the Schedules and as to which no Proof of Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code, Final Order, or other applicable law.

133. **“Distribution”** means any transfer of Cash to a Creditor holding Non-Abuse Claims against the applicable Reorganized Archdiocese or any Reorganized Additional Debtor. For the avoidance of doubt, a Distribution excludes any Settlement Trust Distribution.

134. **“Distribution Record Date”** means the date for determining which Creditors holding Non-Abuse Claims are eligible to receive Distributions under the Joint Plan, as provided in Section 9.7 of the Joint Plan, and will be the date designated in an Order.

135. **“District Court”** means the United States District Court for the Eastern District of Louisiana.

136. **“Effective Date”** means the Business Day on which the Joint Plan becomes effective pursuant to Article 11 the Joint Plan; provided, however, that if any stay or injunction against enforcement or execution of the Confirmation Order is issued before the date that would otherwise be the Effective Date, the Effective Date will be the first Business Day after all such stays or injunctions are no longer in effect.

137. **“Enjoined Party”** means all Entities who have held, hold or may hold or who have held or hold Causes of Action that have been released or discharged or are subject to exculpation, the Channeling Injunction, the Supplemental Settling Insurer Injunction, the Confirmation Order, or any Insurance Settlement Order.

compromised, or settled pursuant to the Joint Plan or other Order. A non-exhaustive list of the Preserved Estate Causes of Action of the Debtor appears in Plan Supplement 12.1+2(a), and a ~~N~~on-exhaustive list of Preserved Estate Causes of Action of the Additional Debtors appears in Plan Supplement 12.1+2(b).

232. **“Previously Asserted Claim”** means any Claim (including any Abuse Claim) for which the Creditor (including an Abuse Claimant) has, on or before August 14, 2025, (a) Filed a Proof of Claim in the Archdiocese’s Chapter 11 Case, regardless of whether such Proof of Claim was timely Filed, and regardless of whether such Proof of Claim is or was an Expunged Claim, or (b) Filed and served an Action against the Debtor and/or any Additional Debtors that remains pending, regardless of whether such Action was timely commenced under applicable state law.

233. **“Priest Pension Claims”** means Claims of priests and retired priests against the Debtor who are eligible for payments pursuant to the Priest Pension Plan.

234. **“Priest Pension Plan”** means the multi-employer, non-ERISA retirement plan for incardinated priests of the Archdiocese and Archdiocesan Parishes whose retirement from active service has been duly accepted, or will be accepted, by the Archbishop.

235. **“Priest Retiree Medical Benefits”** means medical benefits available to incardinated priests of the Archdiocese and Archdiocesan Parishes who have retired from active service and whose retirement from active service has been duly accepted, or will be duly accepted, by the Archbishop.

236. **“Priest Retiree Medical Benefits Claims”** means Claims of retired priests for Priest Retiree Medical Benefits.

237. **“Priority Claim”** means a Claim against the Debtor or the Additional Debtors to the extent that it is of the kind described in, and entitled to priority under, section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

238. **“Priority Tax Claim”** means a Claim of a Governmental Unit against the Debtor, the Reorganized Archdiocese, the Additional Debtors, or the Reorganized Additional Debtors of the kind described in, and entitled to priority under, section 507(a)(8) of the Bankruptcy Code. Priority Tax Claims are treated in Section 2.5 of the Joint Plan.

239. **“Professional”** means any professional employed or to be compensated pursuant to sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code, and expressly excludes the Bond Trustee’s Professionals.

240. **“Professional Fee Claim”** means a Claim for compensation for services and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in any of the Chapter 11 Cases, including, but not limited to, the Professional Fee Claims of Professionals retained by the Debtor and the Creditors’ Committees; provided, however, that the definition of Professional Fee Claim does not include the Bond Trustee’s Professional Fee Claim.

241. **“Professional Fee Claims Bar Date”** means the deadline for Filing final Fee Applications for Professional Fee Claims, which will be forty-five (45) days after the Effective Date.

242. **“Proof of Claim”** means a proof of claim Filed in the applicable Chapter 11 Cases pursuant to section 501 of the Bankruptcy Code and/or pursuant to any Order entered by the Bankruptcy Court, together with supporting documents.

243. **“Protected Parties”** collectively means (a) the ~~(a)~~ Archdiocese, (b) the Reorganized Archdiocese, (c) the Additional Debtors, and (d) the Reorganized Additional Debtors.

277. “**Settlement Trustee**” means ~~+~~Donald C. Massey, the Entity identified in Section 6.3 of the Joint Plan. Certain disclosures of the Settlement Trustee are attached as Plan Supplement 6.3.

278. “**Settling Insurers**” means (a) SPARTA Insurance Company and American Employers’ Insurance Company (“**SPARTA**”);² (b) United States Fire Insurance Company (“**U.S. Fire**”), International Insurance Company (“**International**”), Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company individually and, to the extent that policies issued by U.S. Fire and/or International were novated to or assumed by either or both of them (“**U.S. Fire/International**”); (c) Catholic Mutual Relief Society of America (“**Catholic Mutual**”); (d) Puritan Insurance Company, The Manhattan Fire and Marine Insurance Company, and Westport Insurance Corporation (“**Puritan**”); (e) National Union Fire Insurance Company of Pittsburgh, Pa. (“**National Union**”); and (f) Twin City Fire Insurance Company and First State Insurance Company (“**Twin City**”), together with the following: (i) each such Entity’s past, present and future affiliates, divisions, reinsurers, and retrocessionaires, including Entities released pursuant to any Insurance Settlement Agreement; (ii) each such Entity’s respective past, present and future affiliates, holding companies, merged companies, related companies, divisions and acquired companies, including the Entities released pursuant to any Insurance Settlement Agreement; and (iii) each such Entity’s Related Persons. With respect to (i)-(iii) above, they are limited to each in their capacities solely as such. Notwithstanding the foregoing, to the extent that any such Insurer has not executed its respective Insurance Settlement Agreement prior to the Confirmation Hearing, such Insurer shall not be deemed a Settling Insurer.

279. “**Settling Insurers’ Policies**” means all Subject Insurance Policies issued, subscribed to, or underwritten in whole or in part or allegedly issued, subscribed to, or underwritten in whole or in part by any Settling Insurer.

280. “**Settling Insurers’ Settlement Consideration**” means the consideration described in Section 5.3(b) of the Joint Plan.

281. “**Settling Insurer Contribution Claim**” 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 a Settling Insurer against any Settling Insurer or Non-Settling Insurer for the payment of money where such Settling Insurer contends that it has paid more than its equitable or proportionate share of a Claim.

282. “**Single Business Enterprise Claims**” means any applicable legal or equitable Claim that seeks to hold an Additional Debtor and/or a Non-Debtor Catholic Entity liable for the obligations, debts, or wrongdoing of the Archdiocese based on the relationships or affiliations with the Archdiocese, including, but not limited to, to substantive consolidation, the single business enterprise doctrine, or other veil piercing legal theories.

283. “**Solicitation Package**” means the materials and documents to be sent to Creditors entitled to vote to accept or reject the Joint Plan, in accordance with the Disclosure Statement Order.

284. “**Statement of Financial Affairs**” means the Archdiocese’s statement of financial affairs Filed with the clerk of the Bankruptcy Court pursuant to section 521(a) of the Bankruptcy Code, [ECF Doc. No. 197], as the same may have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

² SPARTA’s contribution of \$21,000,000 and status as a Settling Insurer is contingent on SPARTA providing financial assurance acceptable to the Creditors’ Committee in the Creditors’ Committee’s discretion by the commencement of the Confirmation Hearing. If SPARTA fails to provide such financial assurance, SPARTA will become a Non-Settling Insurer, and litigation rights will be preserved against SPARTA and any insurance guarantee fund, should SPARTA trigger guarantee fund coverage.

SETTLEMENT TRUST AGREEMENT

DATED AS OF ~~SEPTEMBER 23~~OCTOBER 27, 2025

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

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SETTLEMENT TRUST AGREEMENT

This Settlement Trust Agreement (this “**Settlement Trust Agreement**”), dated as of ~~September 23~~October 27, 2025, and effective as of the Confirmation Date, is entered in accordance with the ~~Fourth~~Fifth 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 ~~September 23~~October 27, 2025 (as it may be amended, modified, or supplemented, the “**Joint Plan**”),¹ by the Debtor and the Additional Debtors, (collectively, the “**Settlors**,” 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).

Multimillion Dollar Plan Proposed to Pay Sexual Abuse Claims in the Archdiocese of New Orleans Bankruptcy

***Your rights could be impacted if you have Sexual Abuse Claims against
Catholic parishes, schools, or ministries.***

- **Please read this notice carefully, as it may impact your rights regarding your Sexual Abuse Claim.**
- The Roman Catholic Church of the Archdiocese of New Orleans (“**Archdiocese**”) and 157 related Catholic organizations (“**Catholic Entities**”) have agreed to pay people who validly claim they were sexually abused by clergy or church personnel. This settlement would resolve claims against the Archdiocese and Catholic Entities through a joint bankruptcy plan (“**Joint Plan**”).
- If you believe you were sexually abused in connection with the Archdiocese or any Catholic Entities, you may have an opportunity to vote on a bankruptcy plan that governs how claims will be funded and paid.
- Under the Joint Plan, qualifying Sexual Abuse Claims will be compensated through a Settlement Trust. The Joint Plan may only move forward if two-thirds of abuse claimants who vote, accept the Plan.
- If there are enough votes to accept the Plan, the Catholic Entities will file for bankruptcy to become part of the settlement alongside the Archdiocese.
- A Settlement Trust will be created to pay Sexual Abuse Claimants. If the Joint Plan is approved, you cannot sue the Archdiocese, Catholic Entities, or the Settling Insurers in the future on account of sexual abuse that occurred before the respective bankruptcy filings of the Archdiocese or the Catholic Entities.

YOUR LEGAL RIGHTS AND OPTIONS IN THE BANKRUPTCY	
FILE A PROOF OF CLAIM	If you have not already filed a proof of claim against the Archdiocese, or filed a lawsuit against the Archdiocese or any of the Catholic Entities, then filing a proof of claim is the only way to ensure you preserve any right to compensation.
VOTE ON THE PLAN	Vote to accept or reject the Joint Plan.
OBJECT TO THE PLAN	Tell the Bankruptcy Court what you do not like about the Joint Plan.
DO NOTHING	If you do nothing, and you have not filed a proof of claim or lawsuit as mentioned above, you will not be entitled to vote on the Joint Plan and may not receive any compensation from the Settlement Trust.
CONFIRMATION HEARING	If two-thirds or more of voters accept the Joint Plan, the Catholic Entities will file for bankruptcy. The Bankruptcy Court will hold a hearing to consider confirmation of the Joint Plan, beginning on November 12 ¹⁷ , 2025.

QUESTIONS? 1-877- 476-4389 (TOLL-FREE) OR VISIT WWW.NOLACHURCHCLAIMS.COM

15. How was the Claims deadline set?

The Joint Plan proposes that the Claims deadline be set on December 2, 2025, the last day of the confirmation hearing. Ultimately, the Bankruptcy Court will decide if the proposed deadline is approved.

VOTING ON THE PLAN

16. Who can vote on the Joint Plan?

You can vote on the Joint Plan if you are:

- A Sexual Abuse Claimant who filed a claim or a lawsuit against the Archdiocese by August 14, 2025.
- A Sexual Abuse Claimant who filed a lawsuit against the Catholic Entities by August 14, 2025.
- A Sexual Abuse Claimant who files a claim against the Catholic Entities by October 15, 2025.

17. How can I vote on the Joint Plan?

You or your attorney will receive a ballot if you are eligible to vote on the Joint Plan. To be counted, your signed Ballot indicating your acceptance or rejection of the Joint Plan must be received by Donlin, Recano & Company, LLC, the appointed claims and voting agent, no later than **11:59 p.m. (Central Time) on October 29, 2025.**

Ways to submit your vote:

- **Online at:** <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote> - You will need your unique eBallot ID#: _____ ☐ **By mail to:**

Donlin, Recano & Company, LLC
Re: Archdiocese of New Orleans -- Voting
P.O. Box 2053 New York, NY 10272-
2042

- **By overnight delivery or hand delivery to:**

Donlin, Recano & Company, LLC, c/o Angeion Group
Re: The Roman Catholic Church of the Archdiocese of New Orleans
Attn: Voting Department
200 Vesey Street, 24th Floor
New York, NY 10281

OBJECTING TO THE PLAN

18. Can I object to the Joint Plan if I don't like it?

If you disagree with the Joint Plan or any part of it—including who is being released from future lawsuits—you can file a written objection with the Bankruptcy Court by ~~October 30~~ November 6,

QUESTIONS? 1-877-476-4389 (TOLL-FREE) OR VISIT WWW.NOLACHURCHCLAIMS.COM

2025, at 11:59 p.m. (Central Time). You can vote against the Joint Plan without filing an objection as well. If you do file an objection, your objection must include:

- Claimant's name and contact information.
- Clear and specific reasons for the objection.
- Supporting documentation or evidence (if applicable).

Objections must be filed in writing and sent to the Clerk of the Bankruptcy Court.

United States Bankruptcy Court
Eastern District of Louisiana
500 Poydras St., Courtroom B709
New Orleans, Louisiana 70130

19. What about Louisiana Law and Direct Action Rights?

Under Louisiana law, you normally have the right to sue an insurance company directly, even if you never sued the Archdiocese or Catholic Entities. If the Joint Plan is approved, this "direct action" right will be permanently eliminated for the insurers participating in the settlement. A full list of Settling Insurers is in the Joint Plan and Schedule 3 of the Ballot and available at the website or by calling the toll-free number.

20. What are the Settling Insurer injunctions?

These injunctions mean that you will not be able to sue the insurers that are contributing money to the Settlement Trust. Even if the Joint Plan is approved, you will be able to sue the non-settling insurer.

DOING NOTHING

21. What happens if I do nothing?

If you take no action, and the Joint Plan is approved by the Bankruptcy Court:

- **And you previously filed against the Archdiocese:** Your claim remains in place, and you will be bound by the Joint Plan's terms.
- **And you have not filed any claim:** You will lose all rights to compensation from the Archdiocese, Catholic Entities, and the settling insurance companies.

THE CONFIRMATION HEARING

22. When and where will the Bankruptcy Court decide whether to approve the Joint Plan?

The Bankruptcy Court set a hearing, beginning on **November 12~~17~~, 2025, at 9:00 a.m. CT**, to consider confirmation of the Joint Plan. The hearing will be held at the United States Bankruptcy Court, Eastern District of Louisiana 500 Poydras St., Courtroom B709, New Orleans, Louisiana 70130.

QUESTIONS? 1-877-476-4389 (TOLL-FREE) OR VISIT WWW.NOLACHURCHCLAIMS.COM

Multimillion Dollar Proposed Plan to Pay Sexual Abuse Claims in the Archdiocese of New Orleans Bankruptcy

Your rights could be impacted if you have sexual abuse claims against Catholic parishes, schools, or ministries. File your claim by December 2, 2025.

The Roman Catholic Church of the Archdiocese of New Orleans (“**Archdiocese**”) and 157 affiliated Catholic organizations (“**Catholic Entities**”) have agreed to compensate people who claim they were sexually abused by clergy or church personnel.

The Catholic Entities include Catholic parishes, schools, academies, Catholic Charities organizations, and other ministries. They plan to file for bankruptcy if at least two-thirds of sexual abuse claimants who vote support the Joint Plan. A complete list is available at www.NOLChurchclaims.com or by calling 1-877-476-4389.

What is the Joint Plan?

A Settlement Trust will be created to pay sexual abuse claimants. More money may be added from additional insurance settlements from a non-settling insurer. The Archdiocese has also asked the Court to approve separate settlement agreements with certain insurers that would add millions of dollars to the Trust. These agreements will only take effect if the Court confirms the Joint Plan and approves the settlement motion. The Joint Plan also includes rules for how money will be distributed and protections for children. If the Joint Plan is approved, you cannot sue the Archdiocese, Catholic Entities, or all but one of their insurers in the future. If the Joint Plan is approved, it will block any future claims against any insurance company except the non-settling insurer—even under Louisiana’s “direct action” law that normally allows lawsuits against them.

Who is eligible to receive money?

If you experienced sexual abuse involving the Archdiocese or any of the Catholic Entities, you may be eligible to receive money from the Settlement Trust. If you already filed an Abuse Proof of Claim in this bankruptcy case or filed and served a lawsuit against the Archdiocese or any of the Catholic Entities by **August 14, 2025**, your claim already includes the Catholic Entities—you do not need to file again.

If you have not yet filed a claim or lawsuit against the Catholic Entities, you must do so by **December 2, 2025 at 11:59 p.m. Central Time** to preserve your right to compensation. Missing the deadline may result in the permanent loss of your right to receive money from the Settlement Trust.

“Sexual abuse” includes unwanted sexual behavior, contact, comments, or any behavior—whether or not you realized it was abuse at the time.

How to file a claim, vote on the Plan, or object?

File a claim online at www.NOLChurchclaims.com, download a claim form from the website, or call 1-877-476-4389 to request one by mail. If you file a claim by October 15, 2025, you may vote to accept or reject the Joint Plan. If you file a claim after October 15 but before December 2, 2025 at 11:59 p.m. Central Time, you will not be able to vote, but you may be entitled to compensation if the Joint Plan is approved. You may also object to the Plan to tell the Court what you don’t like about it. The Court has set a hearing to consider whether to confirm ~~of~~ the Joint Plan.

Key Deadlines: Vote by **October 29, 2025**. File objections by ~~October 30~~ November 6, 2025. Confirmation hearing begins: ~~November 12~~ 17, 2025, at 9:00 a.m. Central Time.

The case is called *In re: The Roman Catholic Church of the Archdiocese of New Orleans* (Bankr. E.D. La.). More details are available at www.NOLAchurchclaims.com or by calling toll-free 1-877-476-4389. *Your information will be kept private.*

www.NOLAchurchclaims.com

1-877-476-4389