

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

**ORDER (I) APPROVING THE ADEQUACY OF THE JOINT DISCLOSURE  
STATEMENT, (II) APPROVING THE SOLICITATION AND VOTING PROCEDURES  
WITH RESPECT TO CONFIRMATION OF THE JOINT PROPOSED CHAPTER 11 PLAN,  
(III) APPROVING BALLOTS AND NOTICES, AND (IV) GRANTING RELATED RELIEF**

The Court held hearings on July 31, 2025, and August 8, 2025, to consider the *Motion For Entry of an Order (I) Approving the Adequacy of the Joint Disclosure Statement, (II) Approving the Solicitation and Voting Procedures With Respect to Confirmation of the Joint Proposed Chapter 11 Plan, (III) Approving Ballots and Notices, and (IV) Granting Related Relief* (the “Motion”),<sup>1</sup> [ECF Doc. 4152], filed by The Roman Catholic Church of the Archdiocese of New Orleans, the debtor and debtor-in-possession (the “Debtor” or “Archdiocese”) in this Chapter 11 Case, the Additional Debtors,<sup>2</sup> and the Official Committee of Unsecured Creditors (collectively the “Plan Proponents” and each a “Plan Proponent”) seeking entry of an Order, pursuant to 11 U.S.C. §§ 105, 363, 1122, 1123, 1125, 1126, and 1128, Federal Rules of Bankruptcy Procedure 2002, 3016, 3017, 3018, and 3020, and this Court’s Local Rule 3016-1, approving, among other things: (a) the adequacy of the *Second Amended Modified Disclosure Statement For the Second Amended Joint Chapter 11 Plan of Reorganization For The Roman Catholic Church of the*

---

<sup>1</sup> Capitalized terms used but not otherwise defined in this Order (the “Disclosure Statement Order”) have the meanings ascribed to them in the Motion or, as applicable, the Joint Plan.

<sup>2</sup> The Additional Debtors are those entities listed on Exhibit B-1 attached to the plan dated July 15, 2025, [ECF Doc. 4150-2].

*Archdiocese of New Orleans and Additional Debtors, Proposed by the Debtor, the Additional Debtors, and the Official Committee of Unsecured Creditors, Dated as of August 6, 2025*, (the “Disclosure Statement”), [ECF Doc. 4242]; (b) the Solicitation and Voting Procedures with respect to confirmation of the proposed *Second 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 August 6, 2025*, (as amended, modified, or supplemented from time to time, the “Joint Plan”), [ECF Doc. 4235]; (c) the content and form of Ballots; (d) the content and form of the Solicitation Packages, and the manner of distributing the same; (e) the Archdiocese Support Letter and Survivors’ Committee Letter; (f) the Confirmation Hearing Notice; (g) the Non-Voting Status Notice; (h) the Plan Supplements Notice; and (i) the Assumption and Cure Notice and Rejection Notice to counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Joint Plan, all as more fully set forth in the Motion.

After having considered the Motion and the oral withdrawal of all objections to the Disclosure Statement, and after hearing the statements in support of the relief requested therein at the hearing on the relief sought in the Motion (the “Hearing”), this Court having found as follows: (a) it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) this Court may enter a final Order consistent with Article III of the United States Constitution, and venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (d) the relief requested in the Motion is in the best interests of the Debtor’s Estate, its Creditors, and other parties in interest; (e) notice of the Motion and opportunity for a hearing on the Motion were appropriate pursuant to Federal Rules of Bankruptcy Procedure 2002(b), 3016, and 9006(c) under the circumstances and no other notice need be provided; and (f) the legal and factual bases set forth

in the Motion and at the Hearing establish just cause for the relief granted herein; and, upon all of the proceedings had before this Court,

**IT IS ORDERED** that:

1. The Motion is **GRANTED**.

**A. APPROVAL OF THE DISCLOSURE STATEMENT**

2. The Disclosure Statement, including all exhibits thereto, a copy of which is attached as **Schedule 1**, is **APPROVED**, the Court finding that the Disclosure Statement provides Creditors entitled to vote on the Joint Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Joint Plan in accordance with 11 U.S.C. § 1125(a)(1).

3. The Disclosure Statement complies with Federal Rule of Bankruptcy Procedure 3016(c) by conspicuously describing the conduct and parties released, enjoined, or exculpated by the Joint Plan, and provides Creditors and other parties in interest with sufficient notice of such releases, injunctions, and exculpations in satisfaction of the requirements of Title 11 of the United States Code and Federal Rule of Bankruptcy Procedure 3016(c).

**B. APPROVAL OF THE MATERIALS AND TIMELINE FOR SOLICITING VOTES, AND THE PROCEDURES FOR CONFIRMING THE JOINT PLAN**

**(i) Solicitation, Voting, and Confirmation Dates and Deadlines.**

4. The Solicitation and Voting Procedures (the “Procedures”), a copy of which is attached as **Schedule 2**, are **APPROVED** in their entirety. In accordance with the Procedures, the following dates shall apply (subject to modification, as necessary) with respect to soliciting votes to accept the Joint Plan, voting on the Joint Plan, and Confirming the Joint Plan:

Event	Date	Description
Voting Record Date	<b>August 14, 2025;</b> <u>provided, however,</u> that if a Known Abuse Claimant files an Abuse Proof of Claim against an Additional Debtor, then the Voting Record Date for such Known Abuse Claim shall be <b>October 15, 2025</b>	Date for determining (a) which Creditors holding Claims in the Voting Classes (as defined herein) are entitled to vote to accept or reject the Joint Plan, and (b) whether Claims have been properly assigned or transferred to an assignee under Bankruptcy Rule 3001(e) such that the assignee or transferee, as applicable, can vote to accept or reject the Joint Plan
Solicitation Deadline	<b>August 28, 2025;</b> <u>provided, however,</u> that Solicitation Packages will be distributed on a rolling basis thereafter to Known Abuse Claimants who file Abuse Proofs of Claim against Additional Debtors, as discussed below	The date by which the Plan Proponents must serve the Solicitation Packages, Confirmation Hearing Notice ( <b>Schedule 5</b> ), and Non-Voting Status Notice ( <b>Schedule 6</b> ), as discussed below
Plan Supplements Filing Date and deadline to serve the Plan Supplements Notice	<b>October 20, 2025</b> (ten (10) days before the Confirmation Objection Deadline)	The date by which the Plan Proponents must File the Plan Supplements and serve the Plan Supplements Notice (attached as <b>Schedule 7</b> )
Voting Deadline	<b>October 29, 2025, at 11:59 p.m. Central Time</b>	Date by which Ballots (attached as <b>Schedule 3A, Schedule 3B, Schedule 3C-1, Schedule 3C-2, Schedule 3D, and Schedule 3E</b> ) must be actually received by the Claims and Voting Agent, each as discussed below
Confirmation Objection Deadline	<b>October 30, 2025</b>	Date by which any objections to Confirmation of the Joint Plan must be Filed and served
Deadline to File Voting Report	<b>November 6, 2025</b>	Date by which the report tabulating the voting on the Joint Plan will be Filed with the Court
Deadline to File Reply Briefs in Support of Confirmation	<b>November 7, 2025</b>	Date by which briefs in support of Confirmation of the Joint Plan may be Filed and served

Confirmation Hearing	<p><b>November 12, 2025, at 9:00 a.m. Central Time</b></p> <p>The Confirmation Hearing will continue, if needed, at 9:00 a.m. on the following dates:</p> <ul style="list-style-type: none"> <li>a. November 13,</li> <li>b. November 17,</li> <li>c. November 18,</li> <li>d. November 20,</li> <li>e. November 21,</li> <li>f. November 24,</li> <li>g. November 25,</li> <li>h. December 1, and</li> <li>i. December 2, 2025.</li> </ul>	<p>The Confirmation Hearing may be adjourned from time to time without further notice other than by such adjournment being announced in open court, or by a notice of adjournment Filed with the Court.</p>
----------------------	---	---

**(ii) Approval of the Ballots.**

5. The following Ballots are **APPROVED**: (a) the Ballot for Known Abuse Claims (Class 3), in the form of the attached **Schedule 3A**; (b) the Ballot for Unknown Abuse Claims (Class 4), in the form of the attached **Schedule 3B**; (c) the Master Ballot for Bond Claims (Class 6), in the form of the attached **Schedule 3C-1**; (d) the Beneficial Holder Ballot for Bond Claims (Class 6), in the form of the attached **Schedule 3C-2**; (e) the Ballot for General Unsecured Claims and Unsecured Trade Claims—Debtor (Class 7), in the form of the attached **Schedule 3D**; and (f) the Ballot for Non-Abuse Personal Injury Claims—Debtor (Class 8), in the form of the attached **Schedule 3E**.

**(iii) Approval of the Content, Form, and Distribution of Solicitation Packages to Creditors holding Claims in Voting Classes.**

6. Donlin, Recano & Company, LLC (the “Claims and Voting Agent”) is authorized to assist the Plan Proponents in (a) distributing the Solicitation Packages, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Joint Plan by Creditors, (c) responding to inquiries from Creditors other parties in interest relating to the Disclosure Statement, the Joint Plan, the Ballots, the Solicitation Package, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Joint Plan and

for objecting to the Joint Plan, (d) soliciting votes on the Joint Plan, and (e) if necessary, contacting Creditors regarding the Joint Plan.

7. The following materials will be included in the Solicitation Packages, which will be sent to Creditors holding Claims in Classes that are entitled to vote to accept or reject the Joint Plan (the “Voting Classes”):

- a. The Disclosure Statement, with exhibits, including but not limited to, the Joint Plan (attached as **Schedule 1**);
- b. The Procedures (attached as **Schedule 2**);
- c. The applicable Ballot (attached as **Schedule 3A, Schedule 3B, Schedule 3C-1, Schedule 3C-2, Schedule 3D, or Schedule 3E**);
- d. The Archdiocese Support Letter (attached as **Schedule 4A**), and for Class 3 Claims, the Survivors’ Committee Letter (attached as **Schedule 4B**);
- e. The Confirmation Hearing Notice (attached as **Schedule 5**);
- f. This Order (without exhibits); and
- g. A pre-addressed, postage pre-paid reply envelope.

8. The Solicitation Package provides the Creditors holding Claims in Voting Classes with adequate information to make informed decisions with respect to voting on the Joint Plan, and satisfies the applicable requirements of Title 11 of the United States Code, Federal Rules of Bankruptcy Procedure 2002(b) and 3017(d), and this Court’s Local Rules, and, therefore, the Solicitation Package is **APPROVED**.

9. On or before the Solicitation Deadline:

- a. The Plan Proponents will distribute, or cause to be distributed, by first-class mail, postage prepaid, the following documents in the Solicitation Package in electronic format (i.e., on a CD-ROM or flash drive) to Creditors holding Claims in Voting Classes: (i) the Disclosure Statement (with exhibits); and (ii) this Order (without exhibits).
- b. The Plan Proponents also will mail, or cause to be mailed, by first-class mail, postage prepaid, the following documents in the Solicitation Package in paper format to Creditors holding Claims in Voting Classes: (i) the Archdiocese Support Letter and, if applicable,

the Survivors' Committee Letter;<sup>3</sup> (ii) the Confirmation Hearing Notice; (iii) the Procedures; (iv) the applicable Ballot; and (v) a pre-addressed, postage pre-paid reply envelope.

- c. The Plan Proponents also will mail, or cause to be mailed, by first-class mail, postage prepaid, the materials in the Solicitation Package (excluding the Ballots) to the U.S. Trustee.

10. Any party that receives any portion of the Solicitation Package in electronic format may request paper copies by: (a) writing the Claims and Voting Agent at Donlin, Recano & Company, LLC, Re: The Roman Catholic Church of the Archdiocese of New Orleans, Attn: Voting Department, P.O. Box 2053, New York, NY 10272- 2042; (b) telephoning the Claims and Voting Agent at 1-877-476-4389 (toll free); and/or (c) e-mailing the Claims and Voting Agent at [drcvote@angeiongroup.com](mailto:drcvote@angeiongroup.com).

11. If a Known Abuse Claimant is represented by counsel, then the Class 3 Solicitation Package shall be distributed to counsel of record. Further, one Solicitation Package (containing unique Ballots) may be distributed to each law firm that is counsel of record for Abuse Claimants holding Known Abuse Claims in Class 3, regardless of how many Known Abuse Claimants the law firm represents, unless such counsel requests additional copies as provided in the preceding paragraph. Additionally, counsel for Known Abuse Claimants may request that the Claims and Voting Agent provide, via electronic mail, a link to the E-Balloting Portal along with the unique Ballot identifier for each Known Abuse Claimant represented by such counsel.

12. Within 72 hours of receipt of the Class 3 Solicitation Package, counsel for a Known Abuse Claimant shall forward the Class 3 Solicitation Package to its Known Abuse Claimant client by first-class mail, postage prepaid, or electronic mail. Within three (3) Business Days after such counsel has forwarded the Class 3 Solicitation Package, counsel shall file a

---

<sup>3</sup> The Survivors' Committee Letter shall be included as a separate document at the top of the Class 3 Solicitation Package and may be printed on colored paper.

certificate of service attesting that it has done so. The certificate of service shall be filed under seal to protect the confidentiality of the clients' identity. The Plan Proponents shall have standing to seek sanctions against counsel who fail to comply with this portion of this Order and to seek designation of the votes of those Known Abuse Claimants whose counsel failed to comply with this portion of the Order.

13. Following the Solicitation Deadline, the Claims and Voting Agent shall distribute a Class 3 Solicitation Package to a Known Abuse Claimant (or counsel, if applicable) no later than two (2) Business Days (or as soon as reasonably possible) after the Known Abuse Claimant files an Abuse Proof of Claim against an Additional Debtor.<sup>4</sup>

14. The Plan Proponents and the Claims and Voting Agent are authorized to make reasonable efforts to ensure that any Creditor who has Filed or purchased duplicative Claims that are classified under the Joint Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and Class.

**(iv) Approval of Voting and Tabulation Procedures.**

15. The Voting and Tabulation Procedures set forth in Section E of the Procedures (attached as **Schedule 2**) are **APPROVED** in their entirety, including, but not limited to, "Creditors Entitled to Vote" (at Section E.1), "Establishing Claim Amounts for Voting Purposes Only" (at Section E.2), "Resolution of Disputed Claims for Voting Purposes; Resolution Event" (at Section E.3), and "Ballot Tabulation Procedures" (at Section E.4).

---

<sup>4</sup> A new Solicitation Package need not be distributed to a Known Abuse Claimant to whom a Solicitation Package already was distributed on account of a Previously Asserted Claim.



(v) **Approval of the Content, Form, and Distribution of the Confirmation Hearing Notice.**

16. On or before the Solicitation Deadline, the Claims and Voting Agent will mail (by first-class mail, postage prepaid) the Confirmation Hearing Notice (attached as **Schedule 5**) to all known Creditors and all parties required to be notified under Federal Rule of Bankruptcy 2002 (the “2002 List”) as of the Voting Record Date (regardless of whether such parties are entitled to vote on the Joint Plan).

17. The Confirmation Hearing Notice constitutes adequate and sufficient notice to Creditors holding Claims of (a) the Confirmation Hearing, (b) the manner in which a copy of the Joint Plan, Ballot, or other materials in the Solicitation Package may be obtained, and (c) the Confirmation Objection Deadline. The Confirmation Hearing Notice satisfies the requirements of the applicable provisions of Title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, and this Court’s Local Rules, and is **APPROVED**.

(vi) **Approval of Content, Form, and Distribution of the Non-Voting Status Notice.**

18. The Plan Proponents are not required to provide Solicitation Packages to Creditors holding Claims that are not entitled to vote on the Joint Plan. Instead, on or before the Solicitation Deadline, the Claims and Voting Agent will mail (by first-class mail, postage prepaid) (a) the Confirmation Hearing Notice, and (b) the Non-Voting Status Notice (attached as **Schedule 6**) to Creditors holding the following Claims:

<b>Class No. or Plan Section</b>	<b>Description of Claims Not Entitled to Vote</b>
Section 2.1	Administrative Claims
Section 2.3	Administrative Trade Claims
Section 2.4	DIP Credit Card Claim
Section 2.5	Priority Tax Claims
Class 1	Other Priority Claims
Class 2	Secured Claims
Class 5	Non-Insurer Contribution Claims
Class 9	Unsecured Trade Claims—Additional Debtors

Class 10	Additional Debtors' Non-Trade Unsecured Claims—Additional Debtors
----------	--

19. The Non-Voting Status Notice includes, among other things: (a) instructions as to how to view or obtain copies of the Disclosure Statement (including the Joint Plan and the other exhibits thereto), this Order, and all other materials in the Solicitation Package (excluding Ballots) from the Claims and Voting Agent, free of charge, or at the Court's electronic case management system; (b) a disclosure regarding the release, exculpation, and injunction language set forth in Article 12 of the Joint Plan; (c) notice of the Confirmation Objection Deadline; (d) notice of the Confirmation Hearing; and (e) information related thereto.

20. The Non-Voting Status Notice satisfies the requirements of the applicable provisions of Title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, and this Court's Local Rules, and is **APPROVED**.

21. The mailing of the Non-Voting Status Notice in lieu of Solicitation Packages satisfies the requirements of Federal Rule of Bankruptcy Procedure 3017(d).

22. Additionally, the Plan Proponents are not required to mail or otherwise deliver Solicitation Packages or other solicitation materials to the following: (a) Creditors holding Claims that have already been paid in full during the Chapter 11 Case, or that are authorized to be paid in full in the ordinary course of business pursuant to an Order previously entered by this Court; or (b) any party to whom the Scheduling Order was sent, but was subsequently returned as undeliverable without a forwarding address.

**(vii) Approval of Content, Form, and Distribution of the Plan Supplements Notice.**

23. The Plan Proponents are authorized to send the Plan Supplements Notice, substantially in the form attached as **Schedule 6**, which will be Filed and served by the Plan Supplements Filing Date (ten (10) days before the Confirmation Objection Deadline); provided,

however, that the Plan Proponents reserve the right, subject to the terms and conditions set forth in the Joint Plan, to alter, amend, modify, or supplement any Plan Supplement through the Effective Date. The Plan Supplements Notice satisfies the requirements of the applicable provisions of Title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, and this Court's Local Rules, and is **APPROVED**.

**(viii) Approval of Content, Form, and Distribution of Notices to Contract and Lease Counterparties.**

24. The Plan Proponents are authorized to mail (by first-class mail, postage pre-paid) an Assumption and Cure Notice or Rejection Notice in the forms that are attached as **Schedule 8** and **Schedule 9** to the applicable counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Joint Plan, as the case may be.

25. Service of **Schedule 8** and **Schedule 9** no later than the Plan Supplements Filing Date (ten (10) days before the Confirmation Objection Deadline) provides adequate and sufficient notice of the following: (a) the deadline and manner in which a counterparty may File an objection to the proposed treatment of an Executory Contract or Unexpired Lease, including, but not limited to, the proposed Cure Amount; and (b) the deadline to File a Proof of Claim for any Executory Contract or Unexpired Lease on the Rejection Schedule. Therefore, Schedule 8 and Schedule 9 satisfy the applicable requirements of Title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, and this Court's Local Rules, and the same are **APPROVED**.

**C. APPROVAL OF THE PROCEDURES FOR FILING OBJECTIONS TO THE JOINT PLAN**

26. No later than the Confirmation Objection Deadline, objections to Confirmation of the Joint Plan or requests for modifications to the Joint Plan, if any, **must**: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure and this Court's Local Rules; (c) state,

with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Joint Plan (or related materials) that would resolve such objection; and (d) be Filed with this Court (contemporaneously with a proof of service), and served upon counsel for the Plan Proponents.

**D. MISCELLANEOUS**

27. The Plan Proponents reserve the right to modify the Joint Plan without further Order of the Court in accordance with Section 14.13 of the Joint Plan, including the right to withdraw the Joint Plan at any time before the Confirmation Date as provided in Section 14.14 of the Joint Plan.

28. The Plan Proponents are authorized to make, before distribution, non-substantive or ministerial changes to any documents in the Solicitation Package and any notices approved herein without further approval of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes to the Disclosure Statement, the Joint Plan, and any other materials included in the Solicitation Package.

29. After service of the Solicitation Packages, the Plan Proponents may have additional information regarding the sale of the Affordable Housing Facilities that was not available for inclusion in the Disclosure Statement and would be included in a Plan Supplement or Plan Supplements Notice. Such new information could establish “cause” for a Creditor to change or withdraw an acceptance or rejection of the Joint Plan. Provided that the Voting Report reflects that a Creditor had cast an earlier Ballot and changed its vote, the Voting Report shall be considered notice and opportunity for hearing at the Confirmation Hearing on any objection that the new Ballot should supersede such Creditor’s earlier Ballot(s).

30. With respect to any transferred Claim, the transferee will only be entitled to receive and cast a Ballot on account of such transferred Claim if (a) all actions necessary to effect the

transfer of the Claim pursuant to Federal Rule of Bankruptcy Procedure 3001(e) have been completed by the Voting Record Date (including, without limitation, the passage of any applicable objection period); or (b) the transferee Files, no later than the Voting Record Date, (i) the documentation required by Federal Rule of Bankruptcy Procedure 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

31. All time periods set forth in this Order will be calculated in accordance with Federal Rule of Bankruptcy Procedure 9006(a).

32. The Plan Proponents are authorized to take all actions necessary to effectuate the relief granted in this Order.

33. This Court will retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**IT IS FURTHER ORDERED** that the Debtor is instructed to serve this Order by first-class U.S. Mail within three days on all parties not receiving electronic notice through this Court's CM/ECF system pursuant to applicable Federal Rules of Bankruptcy Procedure, this Court's Local Rules, this Court's Complex Case Procedures, and this Court's *Ex Parte Order Authorizing the Debtor to Limit Notice and Establishing Notice Procedures*, [ECF Doc. 22], and file a certificate of service into the record.

New Orleans, Louisiana, August 12, 2025.



---

MEREDITH S. GRABILL  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1**

**Disclosure Statement, as approved  
[Filed at ECF No. 4242]**

## **Schedule 2**

### **Solicitation and Voting Procedures**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

---

**SOLICITATION AND VOTING PROCEDURES**

**PLEASE TAKE NOTICE** that, on August [•], 2025, the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Bankruptcy Court**”) entered an Order (the “**Disclosure Statement Order**”), [ECF •],<sup>2</sup> that: (a) authorizes the Roman Catholic Church of the Archdiocese New Orleans, the debtor and debtor-in-possession herein (the “**Debtor**” or “**Archdiocese**”) in this chapter 11 case (the “**Chapter 11 Case**”), the Additional Debtors, and the Official Committee of Unsecured Creditors (collectively the “**Plan Proponents**” and each a “**Plan Proponent**”), to solicit votes on the *Second 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 August 6, 2025*, [ECF 4235] (as amended, modified, or supplemented from time to time, the “**Joint Plan**”); (b) approves the corresponding *Second Amended Modified Disclosure Statement for Second 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 August 6, 2025*, [ECF 4242], (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 packages (the “**Solicitation Package**”); and (d) approves procedures for soliciting, receiving, and tabulating votes on the Joint Plan and Filing objections to the Joint Plan.

**PLEASE TAKE FURTHER NOTICE** that, among other things, the Disclosure Statement Order approves these Solicitation and Voting Procedures (these “**Procedures**”), and provides as follows:

**A. THE VOTING RECORD DATE**

The record date for purposes of determining which Creditors holding Claims in the Voting Classes are entitled to vote to accept or reject the Joint Plan (the “**Voting Record Date**”) shall be **August 14, 2025, at 11:59 p.m. (Central Time)**; provided, however, that if a Known Abuse Claimant files an Abuse Proof of Claim against an Additional Debtor, then the Voting Record Date for such Known Abuse Claim shall be **October 15, 2025, at 11:59 p.m. (Central Time)**.

**B. THE VOTING DEADLINE**

The Bankruptcy Court has established **October 29, 2025, at 11:59 p.m. (Central Time)**, as the voting deadline (the “**Voting Deadline**”) for the Joint Plan. The Plan Proponents may extend the Voting Deadline, in their discretion, without further Order of the Bankruptcy Court. To be counted as votes to accept or reject the Joint Plan, all Ballots (as defined below) must be properly executed, completed, and

---

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

<sup>2</sup> Capitalized terms not otherwise defined herein will have the same meaning as set forth in the Joint Plan or the Disclosure Statement Order.



delivered to Donlin, Recano & Company, LLC (the “**Claims and Voting Agent**”) so that such Ballots *are actually received on or before the Voting Deadline* by one of the following methods: (i) first class mail (using the reply envelope provided in the Solicitation Package or otherwise); (ii) overnight courier; (iii) hand delivery; or (iv) the E-Balloting Portal (for Claims in Classes 3, 4, 7, and 8) or email (for Claims in Class 6). The proper return address for the Claims and Voting Agent is shown on each Ballot. The voting and tabulation procedures found at Section E.1 through Section E.4 of these Procedures govern the procedures for voting, allowance for voting purposes, and Ballot tabulation.

**C. CONFIRMATION OBJECTION DEADLINE**

The last day to File a written objection to Confirmation of the Joint Plan is **October 30, 2025, at 11:59 p.m. (Central Time)** (the “**Confirmation Objection Deadline**”).

**D. FORM, CONTENT, AND MANNER OF NOTICES**

**1. The Solicitation Package.** The following materials will constitute the Solicitation Package:

- a. The approved Disclosure Statement, attached to the Disclosure Statement Order as **Schedule 1**, together with the Joint Plan and other exhibits;
- b. These Procedures;
- c. The applicable form of ballot, in substantially the form of the ballots attached to the Disclosure Statement Order as **Schedule 3A** through **Schedule 3E** (each, a “**Ballot**” and collectively, the “**Ballots**”);
- d. A letter from the Debtor in substantially the form attached to the Disclosure Statement Order as **Schedule 4A**, which urges the Creditors holding Claims in each of the Voting Classes to vote to accept the Joint Plan (the “**Archdiocese Support Letter**”), and for Class 3 Claims, a letter from the Creditors’ Committee, in substantially the form attached to the Disclosure Statement Order as **Schedule 4B**, recommending that Known Abuse Claimants vote to accept the Joint Plan (the “**Survivors’ Committee Letter**”);
- e. The Notice of the Confirmation Hearing, in substantially the form attached to the Disclosure Statement Order as **Schedule 5** (the “**Confirmation Hearing Notice**”);
- f. The Disclosure Statement Order (without exhibits); and
- g. A pre-addressed, postage pre-paid reply envelope.

**2. Distribution of the Solicitation Package.** On or before **August 28, 2025, at 11:59 p.m. (Central Time)** (the “**Solicitation Deadline**”):

- a. The Plan Proponents will distribute, or cause to be distributed by first-class mail, postage prepaid, the following documents in the Solicitation Package in electronic format (i.e., on a CD-ROM or flash drive) to Creditors holding Claims in Voting Classes: (i) the Disclosure Statement (with exhibits); and (ii) an approved copy of the Proposed Order (without exhibits).
- b. All other contents of the Solicitation Package, including (i) the Archdiocese Support Letter and, if applicable, the Survivors’ Committee Letter;<sup>3</sup> (ii) the Confirmation Hearing Notice; (iii) these Procedures; (iv) the applicable Ballot; and (v) a pre-addressed, postage pre-paid reply envelope, will be provided, by first-class mail, postage prepaid in paper format only.

---

<sup>3</sup> The Survivors’ Committee Letter shall be included as a separate document at the top of the Class 3 Solicitation Package and may be printed on colored paper.

- c. The Plan Proponents also will mail, or cause to be mailed, by first-class mail, postage prepaid, the materials in the Solicitation Package (excluding Ballots) to the U.S. Trustee.

Any party that receives any portion of the Solicitation Package in electronic format, but would prefer paper format, may request paper copies of the materials previously received in electronic format, at the Debtor's expense, by: (a) writing the Claims and Voting Agent at Donlin, Recano & Company, LLC, Re: The Roman Catholic Church of the Archdiocese of New Orleans, Attn: Voting Department, P.O. Box 2053, New York, NY 10272- 2042; (b) telephoning the Claims and Voting Agent at 1-877-476-4389 (toll free); and/or (c) emailing the Claims and Voting Agent at [drcvote@angeiongroup.com](mailto:drcvote@angeiongroup.com).

If a Known Abuse Claimant is represented by counsel, then the Class 3 Solicitation Package shall be distributed to counsel of record. Further, one Solicitation Package (containing unique Ballots) may be distributed to each law firm that is counsel of record for a Known Abuse Claimant, regardless of how many Known Abuse Claimants the law firm represents, unless such counsel requests additional copies as provided in the preceding paragraph. Additionally, counsel for Known Abuse Claimants may request that the Claims and Voting Agent provide, via electronic mail, a link to the E-Balloting Portal along with the unique Ballot identifier for each Known Abuse Claimant represented by such counsel.

Within 72 hours of receipt of the Class 3 Solicitation Package, counsel for a Known Abuse Claimant shall forward the Class 3 Solicitation Package to its Known Abuse Claimant client by first-class mail, postage prepaid, or electronic mail. Within three (3) Business Days after such counsel has forwarded the Class 3 Solicitation Package, counsel shall file a certificate of service attesting that it has done so. The certificate of service shall be filed under seal to protect the confidentiality of the clients' identity. The Plan Proponents shall have standing to seek sanctions against counsel who fail to comply with this requirement and to seek designation of the votes of those Known Abuse Claimants whose counsel failed to comply with this requirement.

Following the Solicitation Deadline, the Claims and Voting Agent will distribute a Class 3 Solicitation Package to a Known Abuse Claimant (or counsel, if applicable) no later than two (2) Business Days (or as soon as reasonably possible) after the Known Abuse Claimant files an Abuse Proof of Claim against an Additional Debtor.<sup>4</sup>

The Claims and Voting Agent is authorized to assist in (a) distributing the Solicitation Packages, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Joint Plan by Creditors, (c) responding to inquiries from Creditors and other parties in interest relating to the Disclosure Statement, the Joint Plan, the Ballots, the Solicitation Package, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Joint Plan and for objecting to the Joint Plan, (d) soliciting votes on the Joint Plan, and (e) if necessary, contacting Creditors regarding the Joint Plan.

The Plan Proponents will not mail Solicitation Packages or other solicitation materials to Creditors that have already been paid in full during the Chapter 11 Case, or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Bankruptcy Court in the Chapter 11 Case.

To avoid duplication and reduce expenses, the Plan Proponents will make every reasonable effort to ensure that any Creditor who has Filed or purchased duplicative Claims against the Debtor or Additional Debtors that are classified under the Joint Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against the Debtor or Additional Debtors.

---

<sup>4</sup> A new Solicitation Package need not be distributed to a Known Abuse Claimant to whom a Solicitation Package already was distributed on account of a Previously Asserted Claim.

3. **Confirmation Hearing Notice.** No later than the Solicitation Deadline, the Plan Proponents will serve the Confirmation Hearing Notice, substantially in the form of **Schedule 5** to the Disclosure Statement Order, on all known Creditors and all parties required to be notified under Bankruptcy Rule 2002 (the “**2002 List**”) as of the Voting Record Date (regardless of whether such parties are entitled to vote on the Joint Plan).

4. **Non-Voting Status Notice to Creditors Holding Claims Not Entitled to Vote on the Joint Plan.** Instead of the Solicitation Package, the Plan Proponents will distribute, or cause to be distributed, a notice, substantially in the form of **Schedule 6** to the Disclosure Statement Order (the “**Non-Voting Status Notice**”), to Creditors holding Claims in a Non-Voting Class, holding Unclassified Claims, or holding a Disputed Claim:

Class No. or Plan Section	Description of Claims Not Entitled to Vote
Section 2.1	Administrative Claims
Section 2.3	Administrative Trade Claims
Section 2.4	DIP Credit Card Claim
Section 2.5	Priority Tax Claims
Class 1	Other Priority Claims
Class 2	Secured Claims
Class 5	Non-Insurer Contribution Claims
Class 9	Unsecured Trade Claims—Additional Debtors
Class 10	Additional Debtors’ Non-Trade Unsecured Claims— Additional Debtors

The Plan Proponents are not required to mail Non-Voting Status Notices to the following: (a) Creditors holding Claims that have already been paid in full during the Chapter 11 Case, or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Bankruptcy Court; or (b) any party to whom the Scheduling Order was sent, but was subsequently returned as undeliverable without a forwarding address.

5. **Plan Supplements Notice.** The Plan Proponents will send the Plan Supplements Notice, substantially in the form attached to the Disclosure Statement Order as **Schedule 7**, on the date the Plan Proponents file the Plan Supplement(s) or as soon as practicable thereafter.

6. **Notices in Respect of Executory Contracts and Unexpired Leases.** Counterparties to Executory Contracts and Unexpired Leases that receive a notice of assumption (the “**Assumption and Cure Notice**”) or notice of rejection (the “**Rejection Notice**”), substantially in the forms attached as **Schedule 8** and **Schedule 9** to the Disclosure Statement Order, respectively, may File an objection to the Joint Plan’s proposed rejection, assumption, and/or proposed Cure Amount, as applicable. Such objections must be Filed on or before the Confirmation Objection Deadline, as set forth on **Schedule 8** and **Schedule 9**.

## **E. VOTING AND TABULATION PROCEDURES**

1. **Creditors Entitled to Vote.** Only the following Creditors who hold a Claim in the Voting Classes will be entitled to vote with regard to such Claims, as follows:

- a. Creditors who, on or before the Voting Record Date, have Filed a Proof of Claim that (i) has not been expunged, Disallowed, disqualified, withdrawn, or superseded before the Voting Record Date, and (ii) is not the subject of a pending objection, other than a “reduce and allow” objection, Filed with the Bankruptcy Court at least seven days before the Voting Deadline, pending a Resolution Event as provided herein; provided, however, that a Creditor holding a Claim that is the subject of a pending objection on a “reduce and allow” basis will receive a Solicitation Package

and be entitled to vote such Claim in the reduced amount contained in such objection absent further Order of the Bankruptcy Court;

- b. Creditors whose Claims arise (i) pursuant to an agreement or settlement with the Debtor, as reflected in a document Filed with the Bankruptcy Court, (ii) in an Order entered by the Bankruptcy Court, or (iii) in a document executed by the Debtor pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a Proof of Claim has been Filed;
- c. Creditors who hold any Disputed Claim that has been temporarily Allowed for voting purposes only pursuant to Bankruptcy Rule 3018;
- d. The assignee of any Claim that was transferred on or before the Voting Record Date by any Entity described in subparagraphs (a) through (c) above; provided, however, that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date; and
- e. Creditors who have Filed or purchased duplicate Claims within the same Voting Class will be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtor has objected to such duplicate Claims.

2. **Establishing Claim Amounts for Voting Purposes Only.** Any amounts filled in on Ballots by the Plan Proponents through the Claims and Voting Agent are not binding for purposes of Allowance, Distribution, or Settlement Trust Distribution. In tabulating votes, for voting purposes only, the following hierarchy will be used to determine the amount of the Claim associated with each Creditor's vote, as follows:

- a. The Claim amount (i) settled and/or agreed upon by the Debtor and Plan Proponents, as reflected in a document Filed with the Bankruptcy Court, (ii) set forth in an Order of the Bankruptcy Court, or (iii) set forth in a document executed by the Debtor or the Plan Proponents pursuant to authority granted by the Bankruptcy Court;
- b. The Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event pursuant to these Procedures;
- c. The Claim amount contained in a Proof of Claim that has been timely Filed by the applicable Claims Bar Date (or deemed timely Filed by the Bankruptcy Court under applicable law), except for any amounts asserted on account of any interest that accrued after the Petition Date; provided, however, that any Ballot cast by a Creditor holding a Claim who timely Filed a Proof of Claim in respect of (i) a Contingent Claim or a Claim in a wholly-unliquidated or unknown amount (based on a reasonable review by the Plan Proponents and/or the Claims and Voting Agent) that is not the subject of an objection will count toward satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code, and will count as a Ballot for a Claim in the amount of one dollar (\$1.00) solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and (ii) a partially liquidated and partially unliquidated Claim, which Claim will be Allowed for voting purposes only in the liquidated amount;
- d. Each Known Abuse Claim will vote at one dollar (\$1.00) solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code;

- e. Each Unknown Abuse Claim (represented by the Unknown Abuse Claims Representative) will vote at one dollar (\$1.00) solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code;
- f. A Claim listed in the Schedules as Contingent, Disputed, or unliquidated will vote at one dollar (\$1.00) solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, provided such Claim is not superseded by a timely Filed Proof of Claim; and
- h. In the absence of any of the foregoing, such Claim will be Disallowed for voting purposes.

3. **Resolution of Disputed Claims for Voting Purposes; Resolution Event.**

- a. Absent a further Order of the Bankruptcy Court, if any Plan Proponent Files, on or before fifteen (15) days before the Voting Deadline, an objection to a Claim in a Voting Class on a “reduce and allow” basis, the Creditor holding such a Claim will be entitled to vote such Claim in the reduced amount contained in such objection.
- b. Absent a further Order of the Bankruptcy Court, if any Plan Proponent Files, on or before fifteen (15) days before the Voting Deadline, an objection to a Claim in a Voting Class *other than* on a “reduce and allow” basis: (i) the filing Plan Proponent will cause the applicable Creditor to be served with both (A) a Non-Voting Status Notice and (B) a Confirmation Hearing Notice; and (ii) the applicable Creditor will not be entitled to vote to accept or reject the Joint Plan on account of such Claim unless a Resolution Event (as defined below) occurs.
- c. A “**Resolution Event**” means the occurrence of one or more of the following events no later than two (2) Business Days before the Voting Deadline:
  - i. An Order of the Bankruptcy Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
  - ii. An Order of the Bankruptcy Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
  - iii. A stipulation or other agreement is executed between the Creditor holding such Claim and the applicable Plan Proponent resolving the objection and allowing such Claim in an agreed upon amount; or
  - iv. The pending objection is voluntarily withdrawn by the objecting party.
- d. No later than one (1) Business Day (or as soon as reasonably possible) following the occurrence of a Resolution Event, the Debtor will cause the Claims and Voting Agent to distribute, via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the relevant Creditor to the extent such Creditor has not already received a Solicitation Package containing a Ballot.

4. **Ballot Tabulation Procedures.** The following voting procedures and standard assumptions will be used in tabulating Ballots, subject to the Plan Proponents’ right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, Local Rules, or Complex Case Procedures:

Voting Instructions

- a. Ballots must be delivered to the Claims and Voting Agent in accordance with the instructions set forth in the applicable Ballot.
- b. To be counted, Ballots must be completed, signed, dated, and returned using one of the applicable delivery methods set forth in the Ballot. A Ballot submitted by the E-Balloting Portal (if applicable) shall be deemed to bear an original signature.
- c. Unless the Ballot being furnished is timely submitted on or before October 29, 2025, at 11:59 p.m. Central Time (or as the same may be extended, in writing, by the Plan Proponents), the Plan Proponents will reject such Ballot as invalid and, therefore, will not count it in connection with Confirmation of the Joint Plan.
- d. The Debtor will File with the Bankruptcy Court on or before November 6, 2025, a voting report (the “**Voting Report**”). Among other things, the Voting Report will delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or any other electronic means (other than the E-Balloting Portal for Claims in Classes 3, 4, 7, and 8 or email for Claims in Class 6), or damaged (collectively, in each case, the “**Irregular Ballots**”). The Voting Report will indicate the Plan Proponents’ intentions regarding each Irregular Ballot.
- e. The method of delivery of Ballots to the Claims and Voting Agent is at the election and risk of each Creditor. Except as otherwise provided in the Ballot, such delivery will be deemed made only when the Claims and Voting Agent **actually receives** the originally executed Ballot or the E-Ballot (if applicable) is submitted through the E-Balloting Portal. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Creditors use an overnight or hand delivery service if not using the E-Balloting Portal. In all cases, Creditors should allow sufficient time to assure timely delivery.
- f. An executed Ballot is required to be submitted by the Entity submitting such Ballot.
- g. Delivery of a Ballot to the Claims and Voting Agent by facsimile, electronic email, or any electronic means (other than the E-Balloting Portal for Claims in Classes 3, 4, 7, and 8 or email for Claims in Class 6), will not be valid.
- h. No Ballot should be sent to any Plan Proponent, the Plan Proponents’ agents (other than the Claims and Voting Agent), or the Plan Proponents’ financial or legal advisors, and, if so sent, will not be counted.
- i. If multiple Ballots are received from the same Creditor with respect to the same Claim before the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter’s intent and will supersede and revoke any prior received Ballot.
- j. Creditors must vote all of their Claims within a particular Class either to accept or reject the Joint Plan, and may not split any votes. Accordingly, a Ballot that attempts to partially reject and partially accept the Joint Plan will not be counted.
- k. A person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Creditor must indicate such capacity when signing.

For the avoidance of doubt, a Ballot submitted by the E-Balloting Portal (if applicable) shall be deemed to bear an original signature.

- l. If a Claim has been estimated or otherwise Allowed only for voting purposes by Order of the Bankruptcy Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of Allowance or Distribution.
- m. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Plan Proponents.
- n. The Ballot does not constitute, and will not be deemed to be, (a) a Proof of Claim, or (b) an assertion or admission of a Claim.
- o. To the extent that an instruction herein conflicts with an instruction set forth in a Ballot, the instruction in the applicable Ballot shall control.

Other Voting Procedures

- p. Subject to a contrary Order of the Bankruptcy Court, the Plan Proponents may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report.
- q. No Entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report nor will any Entity incur any liability for failure to provide such notification.
- r. Unless waived by the Plan Proponents or as ordered by the Bankruptcy Court, any defects or irregularities in connection with deliveries of Ballots must be cured before the Voting Deadline or such Ballots will not be counted.
- s. Subject to any Order of the Bankruptcy Court, the Plan Proponents reserve the right to reject any Ballots not in proper form, the acceptance of which, in the opinion of the Plan Proponents, would not be in accordance with the provisions of the Bankruptcy Code or the Bankruptcy Rules; provided, however, any such rejections will be documented in the Voting Report.
- t. If an objection to a Claim is Filed, such Claim will be treated in accordance with these Procedures.
- u. The following Ballots will not be counted in determining the acceptance or rejection of the Joint Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Creditor holding such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (iii) any Ballot lacking a signature; (iv) any Ballot not marked to accept or reject the Joint Plan or marked both to accept and reject the Joint Plan; and (v) any Ballot submitted by any Entity not entitled to vote pursuant to the Procedures.
- v. The Plan Proponents are authorized to stipulate with the Creditor that establishes the amount of such Creditor's Claim for voting purposes.
- w. Where any portion of a single Claim has been transferred to a transferee, all Creditors holding any portion of such single Claim will be (a) treated as a single creditor and (b) required to vote every portion of such Claim collectively to accept or reject the Joint Plan. If (a) a Ballot, (b) a group of Ballots within a Voting Class received from a single Creditor, or (c) a group of Ballots received from the various

Creditors holding multiple portions of a single Claim partially reject and partially accept the Joint Plan, such Ballots will not be counted.

- x. No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting Ballots to accept the Joint Plan.
- y. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Joint Plan. Accordingly, at this time, Creditors holding Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtor nor the Claims and Voting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

**F. NON-SUBSTANTIVE MODIFICATIONS**

The Plan Proponents reserve the right, before distribution, to make non-substantive or immaterial changes to the Disclosure Statement, Joint Plan, Solicitation Packages, Ballots, the Archdiocese Support Letter, the Survivors' Committee Letter, these Procedures, Confirmation Hearing Notice, Non-Voting Status Notice, Plan Supplements Notice, Assumption and Cure and Rejection Notices, and related documents without further order of the Bankruptcy Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Joint Plan, and any other materials in the Solicitation Package.

*[Signature Page Follows]*



Dated: August [•], 2025

/s/ Mark A. Mintz

JONES WALKER LLP

R. Patrick Vance (#13008)

Elizabeth J. Futrell (#05863)

Mark A. Mintz (#31878)

Samantha A. Oppenheim (#38364)

201 St. Charles Avenue, 51st Floor

New Orleans, LA 70170

Telephone: (504) 582-8000

Facsimile: (504) 589-8260

Email: pvance@joneswalker.com

efutrell@joneswalker.com

mmintz@joneswalker.com

soppenheim@joneswalker.com

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

/s/ Douglas S. Draper

HELLER, DRAPER, & HORN, L.L.C.

Douglas S. Draper

Greta S. Brouphy

Michael E. Landis

650 Poydras Street, Suite 2500

New Orleans, Louisiana 70130

Telephone: 504-299-3300

Facsimile: 504-299-3399

E-mail: ddraper@hellerdraper.com

gbrouphy@hellerdraper.com

mlandis@hellerdraper.com

**ATTORNEYS FOR  
THE ADDITIONAL DEBTORS**

/s/ James S. Stang

PACHULSKI STANG ZIEHL & JONES LLP

James I. Stang (CA Bar 94435) (pro hac vice)

Iain A.W. Nasatir (CA Bar 148977) (pro hac vice)

Andrew W. Caine (CA Bar 110345) (pro hac vice)

Karen B. Dine (NY Bar 2625366) (pro hac vice)

10100 Santa Monica Blvd., Ste. 1300

Los Angeles, CA 90067

Telephone: (310) 277-6910

Facsimile: (310) 201-0760

Email: jstang@pszjlaw.com

inasatir@pszjlaw.com

acaine@pszjlaw.com

kdine@pszjlaw.com

/s/ Bradley C. Knapp

TROUTMAN PEPPER LOCKE LLP

Omer F. Kuebel, III (La #21682)

Bradley C. Knapp (La #35867)

601 Poydras Street, Suite 2660

New Orleans, Louisiana 70130-6036

Telephone: (504) 558-5210

Facsimile: (504) 910-6847

Email: rkuebel@lockelord.com

bknapp@lockelord.com

TROUTMAN PEPPER LOCKE LLP

W. Steven Bryant (TX Bar No. 2427413)

300 Colorado Street, Ste. 2100

Austin, Texas 78701

Telephone: (512) 305-4726

Facsimile: (512) 305-4800

Email: steven.bryant@troutman.com

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

## **Schedule 3A**

### **Ballot for Known Abuse Claims (Class 3)**

## **BALLOT FOR KNOWN ABUSE CLAIMS (CLASS 3)**

### **Summary of Joint Plan and Voting Information**

You are receiving this Ballot because you may have a Known Abuse Claim (Class 3) against the Archdiocese of New Orleans (the “**Archdiocese**” or “**Debtor**”) or one of the 157 related Catholic entities (“**Catholic Entities**” or “**Additional Debtors**”) listed on Schedule 1 to the Appendix. You have the right to vote on the proposed Joint Chapter 11 Plan of Reorganization (the “**Joint Plan**”).

This summary is designed to help you quickly understand your rights. Full legal details are in the attached materials including the Appendix to the Ballot, and you are encouraged to review the Ballot in its entirety.

**IMPORTANT: The Debtor, Additional Debtors, and Survivors’ Committee all RECOMMEND that you vote to ACCEPT the Joint Plan.**

### **What is this vote about?**

The Archdiocese filed for Chapter 11 bankruptcy in May 2020. The Archdiocese and the Catholic Entities have agreed to compensate people with valid claims that they were sexually abused by clergy or church personnel.

The Archdiocese and the Catholic Entities have proposed a Joint Plan to resolve abuse claims and other debts. This vote is your chance to say whether you accept or reject that Joint Plan. The Catholic Entities plan to file for bankruptcy if at least two-thirds of sexual abuse claimants who vote support the Joint Plan.

**Note: The court may still approve the Joint Plan even if it’s rejected by voters, if certain legal requirements are met.**

### **CRITICAL VOTING ELIGIBILITY (the “Voting Record Date”)**

#### **You can vote on the Joint Plan if you are:**

1. A sexual abuse claimant who filed a claim or a lawsuit against the Archdiocese by August 14, 2025;
2. A sexual abuse claimant who filed a lawsuit against any of the Catholic Entities by August 14, 2025; or
3. A sexual abuse claimant who filed a claim against the Catholic Entities by October 15, 2025.

### **How do I vote?**

1. Choose whether to accept or reject the Joint Plan.
2. Sign and date the form.

3. Return your Ballot so it is received by **Wednesday, October 29, 2025, at 11:59 p.m. Central Time.**

You can vote:

- **Online at:** <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote> - You will need your unique eBallot ID#: \_\_\_\_\_
- **By mail:** Use the enclosed envelope and send 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

If you need help, contact the Claims and Voting Agent at 1-877-476-4389 or email [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).

**Ballots must be fully completed, signed, and received by the Voting Deadline. Late or incomplete Ballots will not be counted.**

---

### **BALLOT -- CLASS 3: KNOWN ABUSE CLAIMS**

#### **Item 1 -- Vote on the Joint Plan (choose one):**

- ☐ ACCEPT (Vote FOR the Joint Plan)  
☐ REJECT (Vote AGAINST the Joint Plan)

#### **Item 2 -- Signature and Contact Information (will be kept confidential):**

By signing this Ballot, I certify that:

- (a) I am an Abuse Claimant, an authorized signatory for, or legal representative of an Abuse Claimant, with a Known Abuse Claim against the Archdiocese or one of the Additional Debtors as of the Voting Record Date, and, in either case, I have the full power and authority to vote to accept or reject the Joint Plan;

**IF SIGNED BY AN AUTHORIZED SIGNATORY OR A LEGAL REPRESENTATIVE, SUCH SIGNATORY OR LEGAL REPRESENTATIVE** must submit documentation evidencing such signatory's or legal representative's authority to vote to accept or reject the Joint Plan on behalf of the Abuse Claimant. To the extent that this Ballot is being executed by counsel to the Abuse Claimant, counsel must submit the documentation evidencing the express authority for such counsel to vote to accept or reject the Joint Plan on behalf of the Abuse Claimant in the bankruptcy case or cases of the Debtor and/or the Additional Debtors. **Such documentation must be: (a) delivered to the Claims and Voting Agent via mail, overnight delivery, or hand delivery using the applicable address set forth above in this Ballot; or (b) uploaded through the E-Balloting Portal;**

- (b) The Abuse Claimant has received a copy of the Disclosure Statement and the Solicitation Package, including the Survivors' Committee Letter that contains a schedule of the town hall meetings regarding the Joint Plan; and
- (c) No other Ballots with respect to the Abuse Claimant's Known Abuse Claim have been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked.

- Name of Abuse Claimant: \_\_\_\_\_
- Signature: \_\_\_\_\_
- Name of Signer (if not the claimant): \_\_\_\_\_
- Title (if not the claimant): \_\_\_\_\_
- Address: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Email: \_\_\_\_\_
- Date Completed: \_\_\_\_\_

**SUBMISSION DEADLINE: This Ballot (and any authorization documentation that may be required) must be ACTUALLY RECEIVED by Wednesday, October 29, 2025, at 11:59 p.m. Central Time or the Ballot will NOT be counted.**

---

## **Appendix – Disclosures, Legal Requirements and Additional Instructions**

The Appendix attached as part of this Ballot contains important disclosures and information relating to the Joint Plan. It also includes instructions and legal requirements for submission of the Ballot. The Appendix can also be downloaded from:  
<https://www.donlinrecano.com/Clients/rcano/Index>

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.	§	Chapter 11
	§	

---

**APPENDIX TO BALLOT FOR KNOWN ABUSE CLAIMS (CLASS 3)**

**Disclosures Regarding the Joint Plan and Voting Process**

**YOU HAVE A RIGHT TO VOTE TO ACCEPT OR REJECT THE JOINT PLAN OF THE DEBTOR AND ADDITIONAL DEBTORS. You are receiving a Ballot because our records indicate that you may be an Abuse Claimant holding a Known Abuse Claim against the Debtor and/or any Additional Debtor in Class 3, as of the Voting Record Date.**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING YOUR BALLOT.**

**THE BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO  
THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT  
ON OR BEFORE OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME)  
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH  
THE PROCEDURES DESCRIBED HEREIN**

The Roman Catholic Church of the Archdiocese of New Orleans (the “**Debtor**” or the “**Archdiocese**”), the additional debtors listed on the attached **Schedule 1** (the “**Additional Debtors**”), and the Official Committee of Unsecured Creditors (the “**Survivors’ Committee**”) are soliciting votes with respect to a jointly proposed plan of reorganization (the “**Joint Plan**”). You have received a copy of the Joint Plan, a Bankruptcy Court-approved disclosure statement containing adequate information to make an informed decision on whether to accept or reject the Joint Plan (the “**Disclosure Statement**”), and a copy of the Survivors’ Committee’s letter to Abuse Claimants (the “**Survivors’ Committee Letter**”), which includes a schedule of the town hall meetings regarding the Joint Plan. The Bankruptcy Court approved the Disclosure Statement but has not yet considered approval of the Joint Plan.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE JOINT PLAN BEFORE  
YOU VOTE, AND YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE YOU VOTE.**

You are entitled to one (1) vote regardless of how many acts of Abuse may have occurred, and your Known Abuse Claim shall be valued at one dollar (\$1.00) **for voting purposes only**, but not for any other purposes including the compensation you may receive on the Known Abuse Claim.

If the Joint Plan is approved by the Bankruptcy Court, it will be binding on you, regardless of whether or not you vote or affirmatively vote to reject the Joint Plan. To have your vote counted, you must complete, sign, and return your Ballot so that it is **actually received** by the Claims and Voting Agent on or before **October 29, 2025, at 11:59 p.m. (Central Time)**.

**Instructions for Submitting Your Ballot**

**AS DESCRIBED BELOW, YOU MAY SUBMIT YOUR BALLOT ONLINE  
VIA THE CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL.**

**IF YOU WOULD LIKE TO RETURN A PAPER COPY OF THE BALLOT  
(INSTEAD OF SUBMITTING ONLINE), PLEASE COMPLETE, SIGN, AND  
DATE THE FORM AND RETURN IT (WITH AN ORIGINAL SIGNATURE)  
PROMPTLY BY FIRST CLASS MAIL TO:**

**Donlin, Recano & Company, LLC, c/o Angeion Group  
Re: The Roman Catholic Church of the Archdiocese of New Orleans  
Attn: Voting Department  
P.O. Box 2053  
New York, NY 10272- 2042  
(A pre-addressed, postage pre-paid envelope is provided.)**

**OR BY OVERNIGHT COURIER, 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**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS  
AND VOTING AGENT ON OR BEFORE THE VOTING DEADLINE  
OF OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME).**

**YOU MAY ALSO SUBMIT YOUR BALLOT ONLINE VIA THE  
CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL  
IN ACCORDANCE WITH THE INSTRUCTIONS BELOW.**

To submit your Ballot via the Claims and Voting Agent's online portal, please visit  
<https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized  
electronic Ballot:

Unique eBallot ID#: \_\_\_\_\_

The Claims and Voting Agent's online portal is the sole manner in which Ballots will be accepted via  
electronic or online transmission. **Ballots submitted by facsimile, email, or other means of electronic  
transmission will not be accepted or counted.**

Creditors using the Claims and Voting Agent's online portal should **NOT** also submit paper forms.

**If you have any questions, please contact the Claims and Voting Agent:**

(i) by calling 1-877-476-4389 (toll free); and/or (ii) by emailing [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).

**Voting Instructions for Known Abuse Claims (Class 3)**

1. Ballots must be delivered to the Claims and Voting Agent (i) at an appropriate address listed above; or (ii) via the Claims and Voting Agent's E-Balloting Portal by visiting <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>, clicking on the "E-Ballot" link and following the instructions set forth on the website. Holders of Claims entitled to vote are encouraged to submit their Ballot via the E-Balloting Portal. Please choose only one method of submitting your Ballot. If you choose to submit your Ballot via the E-Balloting Portal, DO NOT also submit a paper Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) clearly indicate your decision either to accept or reject the Joint Plan in the boxes provided in Item 1 of your Ballot; and (b) sign, date and return an original of your Ballot to the applicable address listed above. A Ballot submitted by the E-Balloting Portal shall be deemed to bear an original signature.
3. Unless the Ballot being furnished is timely submitted on or before October 29, 2025, at 11:59 p.m. Central Time (or as the same may be extended, in writing, by the Plan Proponents), the Plan Proponents will reject such Ballot as invalid and, therefore, will not count it in connection with Confirmation of the Joint Plan.
4. The Debtor will File with the Bankruptcy Court by on or before November 6, 2025, a voting report (the "**Voting Report**"). Among other things, the Voting Report will delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or any other electronic means (other than the E-Balloting Portal), or damaged (collectively, in each case, the "**Irregular Ballots**"). The Voting Report will indicate the Plan Proponents' intentions regarding each Irregular Ballot.
5. The method of delivery of Ballots to the Claims and Voting Agent is at the election and risk of each Creditor. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Voting Agent actually receives the originally executed Ballot or the E-Ballot is submitted through the E-Balloting Portal. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Creditors use an overnight or hand delivery service if not using the E-Balloting Portal. In all cases, Creditors should allow sufficient time to assure timely delivery.
6. An executed Ballot is required to be submitted by the Entity submitting such Ballot.
7. Delivery of a Ballot to the Claims and Voting Agent by facsimile, electronic email, or any electronic means (other than the E-Balloting Portal) will not be valid.
8. No Ballot should be sent to any Plan Proponent, the Plan Proponents' agents (other than the Claims and Voting Agent), or the Plan Proponents' financial or legal advisors, and, if so sent, will not be counted.
9. If multiple Ballots are received from the same Creditor with respect to the same Claim before the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot.
10. Creditors must vote all of their Claims within a particular Class either to accept or reject the Joint Plan, and may not split any votes. Accordingly, a Ballot that attempts to partially reject and partially accept the Joint Plan will not be counted.



11. The Abuse Claimant, an authorized representative of the Abuse Claimant or authorized legal counsel for the Abuse Claimant, must sign the Ballot. If you are signing as an authorized representative or as legal counsel, you must submit the documentation evidencing the express authority for you to vote to accept or reject the Joint Plan. As noted in Item 2 of the Ballot, if you are signing the Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, you must submit documentation evidencing your authority to vote to accept or reject the Joint Plan on behalf of the Abuse Claimant. If you are signing the Ballot in your capacity as legal counsel to the Abuse Claimant, you must submit the documentation evidencing the express authority for such counsel to vote to accept or reject the Joint Plan on behalf of Abuse Claimant in the bankruptcy case or cases of the Debtor and/or the Additional Debtors. **Such documentation must be: (a) delivered to the Claims and Voting Agent via mail, overnight delivery, or hand delivery using the applicable address set forth in the Ballot and instructions; or (b) uploaded through the E-Balloting Portal.**
12. If a Claim has been estimated or otherwise Allowed only for voting purposes by Order of the Bankruptcy Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of Allowance or Distribution.
13. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Plan Proponents.
14. Your Ballot does not constitute, and will not be deemed to be, (a) a Proof of Claim, or (b) an assertion or admission of a Claim.

**IF THE CLAIMS AND VOTING AGENT DOES NOT ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME), THEN YOUR VOTE WILL NOT BE COUNTED.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION REGARDING OR ON BEHALF OF THE DEBTOR OR ADDITIONAL DEBTORS, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.**

**SCHEDULE 1**

**ADDITIONAL DEBTORS**

**I. Archdiocesan Parishes**

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana<sup>1</sup>
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana
8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana
11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, formerly known as St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
38. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
40. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana

---

<sup>1</sup> Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

41. St. Agnes Roman Catholic Church, Jefferson, Louisiana
42. St. Alphonsus Roman Catholic Church, New Orleans, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
56. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
57. St. Christopher Roman Catholic Church, Metairie, Louisiana
58. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
59. St. Cletus Roman Catholic Church, Gretna, Louisiana
60. St. David Roman Catholic Church, New Orleans, Louisiana
61. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
62. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
63. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
64. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
65. St. Genevieve Roman Catholic Church, Slidell, Louisiana
66. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
67. St. Jerome Roman Catholic Church, Kenner, Louisiana
68. St. Joachim Roman Catholic Church, Marrero, Louisiana
69. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
70. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
71. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
72. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
73. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
74. St. Joseph Roman Catholic Church, Algiers, Louisiana
75. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
76. St. Joseph's Roman Catholic Church, Gretna, Louisiana
77. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
78. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
79. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
80. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
81. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
82. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
83. St. Mark Roman Catholic Church, Ama, Louisiana
84. St. Martha Roman Catholic Church, Harvey, Louisiana
85. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
86. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
87. St. Mary's Roman Catholic Church, New Orleans, Louisiana
88. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana

89. St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
90. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
91. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
92. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
93. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
94. St. Peter Roman Catholic Church, Reserve, Louisiana
95. St. Peter's Roman Catholic Church, Covington, Louisiana
96. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
97. St. Pius X Roman Catholic Church, New Orleans, Louisiana
98. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
99. St. Rita Roman Catholic Church, Harahan, Louisiana
100. St. Rita Roman Catholic Church, New Orleans, Louisiana
101. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana<sup>2</sup>
102. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
103. The Congregation of St. Rita Roman Catholic Church of Harahan
104. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

## **II. Suppressed Archdiocesan Parishes<sup>3</sup>**

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.
3. Immaculate Heart of Mary, Inc.

---

<sup>2</sup> As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

<sup>3</sup> The Suppressed Archdiocesan Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved, and may own property.

Following Hurricane Katrina, the operations of certain of the Suppressed Archdiocesan Parishes were combined with Archdiocesan Parishes. In 2024, in the ongoing aftermath of Hurricane Ida and a result of storm damage, the shift of demographics and Catholic population, decreased or low Mass attendance, sacramental statistics, and financial difficulties encountered, the following additional Suppressed Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert, Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Roman Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul II Roman Catholic Church, Waggaman, Louisiana; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged into St. Patrick's Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
10. St. Ann, New Orleans, Louisiana, Inc.
11. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
12. St. Frances Xavier Cabrini, Inc.
13. St. Francis de Salles, Inc.
14. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
15. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
16. St. Henry's, Inc.
17. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
18. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
19. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
20. St. John the Baptist, New Orleans, Louisiana, Inc.
21. St. Julian Eymard, Inc.
22. St. Lawrence the Martyr, Inc.
23. St. Louise de Marillac, Inc.
24. St. Maurice, Inc.
25. St. Monica, Inc.
26. St. Philip the Apostle, Inc.
27. St. Raymond's, Inc.
28. St. Rose of Lima, Inc.
29. St. Theresa of Avila, Inc., formerly known as St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
30. St. Theresa of the Child Jesus, Inc.
31. The Congregation of Saints Peter and Paul Roman Catholic Church
32. The Congregation of St. Cecelia Roman Catholic Church
33. The Congregation of the Annunciation Roman Catholic Church
34. The Congregation of the Holy Trinity Roman Catholic Church

### **III. Archdiocesan Agencies**

1. Archdiocesan Spirituality Center
2. Catholic Charities Archdiocese of New Orleans
3. Catholic Charities Children's Day Care Centers
4. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
5. Clarion Herald Publishing Company
6. Korean Catholic Community of New Orleans, Inc.
7. Notre Dame Seminary
8. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
9. Pace Greater New Orleans
10. Padua House (merged into Catholic Charities Archdiocese of New Orleans)
11. Philmat, Inc.

12. Project Lazarus
13. Roman Catholic Center of Jesus the Lord
14. School Food and Nutrition Services of New Orleans, Inc.
15. Second Harvest Food Bank of Greater New Orleans and Acadiana
16. St. Jude Community Center, Inc.
17. St. Michael Special School
18. St. Thérèse Catholic Academy
19. The Society for the Propagation of the Faith, Archdiocese of New Orleans

## **SCHEDULE 2**

### **ART. 12 EXCERPTS**

#### **[JOINT PLAN SECTIONS 12.2, 12.3, 12.4, 12.5, 12.8, & 12.15]**

##### **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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of, all Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Debtor will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and all Abuse Claims asserted against the Archdiocesan Schools are discharged and released in accordance with the preceding paragraph.

In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(a) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing a Non-Settling Insurer of its duty to defend and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party or Settling Insurer due, in whole or in part, to the Debtor's or the Reorganized Archdiocese's breach of its Post-Effective Date Insurance Obligations, the Debtor and/or the Reorganized Archdiocese shall be liable for any such breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and the Debtor and the Reorganized Archdiocese shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and the Reorganized Archdiocese shall have the right at their respective discretion to intervene and be heard as parties-in-interest in any Action related to an Abuse Claim in which (i) the Debtor's or the Reorganized Archdiocese's Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Setting Insurer to defend**

**and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party, are implicated, disputed, or otherwise raised.**

**(b) *Discharge of the Additional Debtors.*** 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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of all Claims of any nature whatsoever against or in the Additional Debtors or any of their assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Additional Debtors will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Additional Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Parish Schools are not separate Entities from the Additional Debtors, and all Abuse Claims asserted against the Parish Schools are discharged and released in accordance with the preceding paragraph.

If any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(b) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing any Non-Settling Insurer of its duty to defend and/or indemnify an Additional Debtor (or Additional Debtors), a Reorganized Additional Debtor (or Reorganized Additional Debtors), or any other Covered Party or Settling Insurer due, in whole or in part, to such Additional Debtor's(s') or such Reorganized Additional Debtor's(s') breach of its (or their) Post-Effective Date Insurance Obligations, then such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall be liable for any breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and such Reorganized Additional Debtor (or Reorganized Additional Debtors) shall have the right at their respective discretion to intervene and be heard at any time as parties-in-interest in any Action related to an Abuse Claim in which (i) the Additional Debtor's (or Additional Debtors') or the Reorganized Additional Debtor's(s') Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Settling Insurer to defend and/or indemnify the Additional Debtors, the Reorganized Additional Debtors, or any other Covered Party, are implicated, disputed, or otherwise raised.**



(c) *Discharge Injunction – Debtor.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor, the Reorganized Archdiocese, or the property of the Debtor or the Reorganized Archdiocese. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Debtor pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor or the Reorganized Archdiocese at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and the discharge injunction set forth in the preceding paragraph will include the Archdiocesan Schools and will apply to all discharged Claims against the Archdiocesan Schools.

(d) *Discharge Injunction – Additional Debtors.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in any Additional Debtors or any of the assets or properties of any Additional Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Additional Debtors, the Reorganized Additional Debtors, or the property of the Additional Debtors or Reorganized Additional Debtors. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Additional Debtors pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Additional Debtors or the Reorganized Additional Debtors at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Parish Schools are not separate Entities from the applicable Additional Debtors, and the discharge injunction set forth in the preceding paragraph will include the Parish Schools and will apply to all discharged Claims against the Parish Schools.

### **Section 12.3 Exculpations and Limitation of Liability, and Exculpation Injunction.**

(a) From and after the Effective Date, to the maximum extent permitted by law, no Exculpated Party will have or incur any liability for, and each Exculpated Party will be released from, any Claims, Causes of Action, or liability, and each Exculpated Party is hereby exculpated from any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, Estate Cause of Action, remedy, loss, and liability for conduct occurring on or after the applicable Archdiocese's Petition Date or the Additional Debtors' Petition Date in connection with or arising out of: (a) the Filing and administration of any Chapter 11 Cases; (b) the negotiation and pursuit of the Disclosure Statement, the Joint Plan, or the Plan Documents, as well as the solicitation of votes for, or Confirmation of, the Joint Plan; (c) the funding or consummation of the Joint Plan, the Settlement Trust, the Plan Documents, or any related agreements, instruments, or other documents, as well as any offer, issuance, and/or Distribution under the Joint Plan or any Settlement Trust Distributions or other disbursements made by the Settlement Trust, whether or not such Distributions, Settlement Trust Distributions, or other disbursements occur following the Effective Date; (d) the implementation of the Joint Plan; and (e) any negotiations, transactions, and

documentation in connection with the foregoing clauses (a)-(d); provided, however, the foregoing will not apply to any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct. The Exculpations will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Joint Plan, which protect such Exculpated Parties from liability.

(b) The Exculpated Parties have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and any distribution of consideration made pursuant to the Joint Plan or Settlement Trust and, therefore, are not, and on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Joint Plan, any Distributions made pursuant to the Joint Plan, or any Settlement Trust Distributions or other disbursements made by the Settlement Trust.

(c) As of the Effective Date, all Creditors are, and will be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, any Entity described in section 1125(e) or its or their property or successors or assigns on account of or based on the subject matter of such Claims, whether directly or indirectly, derivatively or otherwise with respect to any liability or obligation for which an Exculpated Party is discharged, exculpated, or released under the Joint Plan (which, as set forth in this Section 12.3(a) does not include any liability or obligation arising out of or related to acts or omissions of such Exculpated Party that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, Action, or other proceeding (including any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other Order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien or encumbrance; and/or (v) setting off, seeking reimbursement, contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged or released under the Joint Plan.

**Section 12.4 Channeling Injunction Regarding Abuse Claims against the Protected Parties and Settling Insurers.** In consideration of the undertakings of the Protected Parties and Settling Insurers, their respective contributions to the Settlement Trust, and other consideration, and, where applicable, pursuant to their respective settlements with the Debtor and/or any Additional Debtors and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in section 1141 and 524 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

(a) Any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims;

(b) all Entities that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claims against the Protected Parties and Settling Insurers will be permanently and forever stayed, restrained, enjoined, and barred from taking any action, directly or indirectly, for the purpose of asserting, enforcing, collecting,

recovering, or receiving payments, satisfaction, or recovery from any Protected Party or any of the Settling Insurers, including:

- (i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Channeled Claim against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer;
- (ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iii) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iv) asserting, implementing, or effectuating any Channeled Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Protected Party or Settling Insurer, (B) any Protected Party or Settling Insurer, or (C) any property or interest in property of any Protected Party or Settling Insurer; and
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

(c) The foregoing Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this Section 12.4 of the Joint Plan will inure to the benefit of the Protected Parties and the Settling Insurers. In a successful action to enforce the injunctive provisions of this Section 12.4 of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.

(d) Notwithstanding anything to the contrary in Section 12.4 of the Joint Plan, the Channeling Injunction will not enjoin the following:

- (i) the right of any Entity to the treatment afforded to such Entity under the Joint Plan;
- (ii) the right of any Entity to assert any Claim for payment of Settlement Trust expenses solely against the Settlement Trust;
- (iii) the Settlement Trustee's enforcing rights under the Settlement Trust Documents;
- (iv) the Settling Insurers' enforcing rights under the Insurance Settlement Agreements;

- (v) the rights of the Settlement Trust, the Settlement Trustee, Abuse Claimants, Covered Parties, the Reorganized Archdiocese, and the Reorganized Additional Debtors (in each case, to the extent permitted or required under the Joint Plan) to prosecute any Claims against the Non-Settling Insurers based on or arising from the Non-Settling Insurance Rights Transfer or otherwise; or
- (vi) the rights of the Covered Parties with respect to Non-Insurer Contribution Claims against, or with respect to, the Settlement Trust.

**Section 12.5 *Supplemental Settling Insurers' Injunction.*** Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Joint Plan, including the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to section 363(f) of the Bankruptcy Code and the Insurance Settlement Orders, any and all Entities who have held, now hold, or who may in the future hold any Claims against any Protected Party, any Covered Party, or any Settling Insurer, which, directly or indirectly, relate to, any of the Settling Insurers' Policies, are hereby permanently and forever stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, collect, or recover, or attempt to assert, enforce, collect, or recover, any such Claim against any Settling Insurer, and/or any Settling Insurers' Policies, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Claim against any Settling Insurer, or any property or interest in property of any Settling Insurer;
- (b) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to any such Claim;
- (c) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to such Claim;
- (d) asserting, implementing, or effectuating any Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Settling Insurer, (B) any Settling Insurer, or (C) any property or interest in property of any Settling Insurers; and
- (e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

The Supplemental Settling Insurers' Injunction will not apply to the rights of any Settling Insurer to any reinsurance recoveries, as provided in Section 7.1(f) of the Joint Plan.

**Section 12.8 *Gatekeeper Injunction.*** Subject in all respects to Article 12 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 of the Covered Parties, Settling Insurers, or Settlement Trust 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 1) determining, after Notice and Hearing, that such claim or cause of action (a) is a colorable claim of any kind against the Debtor, the Additional Debtors,

the Settlement Trust, or the Settling Insurers; (b) did not arise prior to the Effective Date of the Joint Plan; and (c) is not a Claim owned by the Debtor or Settling Insurers against such Protected Party, Settling Insurer, or the Settlement Trust and 2) subject in all respects to the Injunctions, specifically authorizing such Enjoined Party to initiate a proceeding to assert such Claim or cause of action against such Protected Party, Settling Insurer, or the Settlement Trust.

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 the 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 the 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 12.15 Ratification of Sale Injunction.** Pursuant to sections 105(a), 363, and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Settling Insurers' Policies free and clear of all Liens, Claims, and Subject Interests pursuant to section 363(f) of the Bankruptcy Code, the Joint Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the injunction of Claims against a Settling Insurer with respect to any Subject Insurance Policy set forth in the Insurance Settlement Order(s) (each, a "Sale Injunction") in all respects. The Sale Injunction(s) are in addition to and independent of the injunctions in Sections 12.4 and 12.5 herein.

### **SCHEDULE 3**

#### **SETTLING INSURERS**

Sparta Insurance Company and American Employers' Insurance Company ("**SPARTA**");<sup>1</sup>

United States Fire Insurance Company ("**U.S. Fire**"), International Insurance Company ("**International**"), and 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**");

Catholic Mutual Relief Society of America ("**Catholic Mutual**");

Puritan Insurance Company, The Manhattan Fire and Marine Insurance Company, and Westport Insurance Corporation ("**Puritan**");

National Union Fire Insurance Company of Pittsburgh, Pa. ("**National Union**"); and

Twin City Fire Insurance Company and First State Insurance Company ("**Twin City**").

The Settling Insurers include the following: (i) each of the foregoing Entities' past, present and future affiliates, divisions, reinsurers, and retrocessionaires, including Entities released pursuant to any Insurance Settlement Agreement; (ii) each of the foregoing Entities' 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; (iii) each of the foregoing Entities' respective past, present and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, Related Parties, and Claims handling administrators; and (iv) each of the foregoing Entities' respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Entities acting on behalf of, by, through or in concert with them. 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.

---

<sup>1</sup> SPARTA's contribution of \$21,000,000 and status as a Settling Insurer is contingent on SPARTA providing financial assurance acceptable to the Survivors' Committee in the Survivors' 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.

**Schedule 3B**

**Ballot for Unknown Abuse Claims (Class 4)**

## **BALLOT FOR UNKNOWN ABUSE CLAIMS (CLASS 4)**

### **Summary of Joint Plan and Voting Information**

You are receiving this Ballot because you are the Unknown Abuse Claims Representative for Unknown Abuse Claimants holding Unknown Abuse Claims (Class 4) against the Archdiocese of New Orleans (the “**Archdiocese**” or “**Debtor**”) or one of the 157 related Catholic entities (“**Catholic Entities**” or “**Additional Debtors**”) listed on Schedule 1 to the Appendix. You have the right to vote on the proposed Joint Chapter 11 Plan of Reorganization (the “**Joint Plan**”) on behalf of all Unknown Abuse Claimants.

This summary is designed to help you quickly understand your rights. Full legal details are in the attached materials including the Appendix to the Ballot, and you are encouraged to review the Ballot in its entirety.

**IMPORTANT: The Debtor, Additional Debtors, and Survivors’ Committee all RECOMMEND that you vote to ACCEPT the Joint Plan.**

### **What is this vote about?**

The Archdiocese filed for Chapter 11 bankruptcy in May 2020. The Archdiocese and the Catholic Entities have agreed to compensate people with valid claims that they were sexually abused by clergy or church personnel.

The Archdiocese and the Catholic Entities have proposed a Joint Plan to resolve abuse claims and other debts. This vote is your chance to say whether you accept or reject that Joint Plan on behalf of Unknown Abuse Claimants. The Catholic Entities plan to file for bankruptcy if at least two-thirds of sexual abuse claimants who vote support the Joint Plan.

**Note: The court may still approve the Joint Plan even if it’s rejected by voters, if certain legal requirements are met.**

**CRITICAL VOTING ELIGIBILITY: You must have been eligible to vote as of August 14, 2025 (the “Voting Record Date”).**

### **How do I vote?**

1. Choose whether to accept or reject the Joint Plan.
2. Sign and date the form.
3. Return your Ballot so it is received by **Wednesday, October 29, 2025, at 11:59 p.m. Central Time.**

You can vote:

- **Online at:** <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote> - You will need your unique eBallot ID#: \_\_\_\_\_



- **By mail:** Use the enclosed envelope and send 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

If you need help, contact the Claims and Voting Agent at 1-877-476-4389 or  
email [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).

**Your Ballot must be fully completed, signed, and received by the Voting Deadline. A late or incomplete Ballot will not be counted.**

---

#### **BALLOT -- CLASS 4: UNKNOWN ABUSE CLAIMS**

##### **Item 1 -- Vote on the Joint Plan (choose one):**

- ☐ ACCEPT (Vote FOR the Joint Plan)  
☐ REJECT (Vote AGAINST the Joint Plan)

##### **Item 2 -- Signature and Contact Information:**

By signing this Ballot, I certify that:

- (a) As of the Voting Record Date, I am the Unknown Abuse Claims Representative entitled to vote on behalf of all Unknown Abuse Claimants; and  
(b) I have received a copy of the Disclosure Statement and the Solicitation Package.

By: \_\_\_\_\_  
Michael R. Hogan, in his capacity as the Unknown Abuse Claims Representative, and the  
legal representative of the Unknown Abuse Claimants

Date Completed: \_\_\_\_\_

**SUBMISSION DEADLINE: This Ballot must be ACTUALLY RECEIVED by Wednesday, October 29, 2025, at 11:59 p.m. Central Time or it will NOT be counted.**

---

#### **Appendix – Disclosures, Legal Requirements and Additional Instructions**

The Appendix attached as part of this Ballot contains important disclosures and information relating to the Joint Plan. It also includes instructions and legal requirements for submission of the Ballot. The Appendix can also be downloaded from:

<https://www.donlinrecano.com/Clients/rcano/Index>

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.	§	Chapter 11
	§	

---

**APPENDIX TO BALLOT FOR UNKNOWN ABUSE CLAIMS (CLASS 4)**

**Disclosures Regarding the Joint Plan and Voting Process**

**YOU HAVE A RIGHT TO VOTE TO ACCEPT OR REJECT THE JOINT PLAN OF THE DEBTOR AND ADDITIONAL DEBTORS. You are receiving a Ballot because our records indicate that you are the Unknown Abuse Claims Representative entitled to vote on behalf of all Unknown Abuse Claimants holding Unknown Abuse Claims against the Debtor and/or any Additional Debtors in Class 4, as of the Voting Record Date.**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING YOUR BALLOT.**

**THE BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO  
THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT  
ON OR BEFORE OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME)  
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH  
THE PROCEDURES DESCRIBED HEREIN**

The Roman Catholic Church of the Archdiocese of New Orleans (the “**Debtor**” or the “**Archdiocese**”), the additional debtors listed on the attached **Schedule 1** (the “**Additional Debtors**”), and the Official Committee of Unsecured Creditors (the “**Survivors’ Committee**”) are soliciting votes with respect to a jointly proposed plan of reorganization (the “**Joint Plan**”). You have received a copy of the Joint Plan and a Bankruptcy Court-approved disclosure statement containing adequate information to make an informed decision on whether to accept or reject the Joint Plan (the “**Disclosure Statement**”). The Bankruptcy Court approved the Disclosure Statement but has not yet considered approval of the Joint Plan.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE JOINT PLAN BEFORE  
YOU VOTE, AND YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE YOU VOTE.**

You are entitled to one (1) vote on behalf of all Unknown Abuse Claimants. Each Unknown Abuse Claim shall be valued at one dollar (\$1.00) **for voting purposes only**, but not for any other purposes including the compensation that may be distributed on Unknown Abuse Claims.

If the Joint Plan is approved by the Bankruptcy Court, it will be binding on all Unknown Abuse Claimants, regardless of whether or not you (acting on behalf of Unknown Abuse Claimants) vote or affirmatively vote to reject the Joint Plan. To have your vote counted, you must complete, sign, and return your Ballot so that it is **actually received** by the Claims and Voting Agent on or before **October 29, 2025, at 11:59 p.m. (Central Time)**.

**Instructions for Submitting Your Ballot**

**AS DESCRIBED BELOW, YOU MAY SUBMIT YOUR BALLOT  
ONLINE VIA THE CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL.**

**IF YOU WOULD LIKE TO RETURN A PAPER COPY OF THE BALLOT  
(INSTEAD OF SUBMITTING ONLINE), PLEASE COMPLETE, SIGN, AND  
DATE THE FORM AND RETURN IT (WITH AN ORIGINAL SIGNATURE)  
PROMPTLY BY FIRST CLASS MAIL TO:**

**Donlin, Recano & Company, LLC, c/o Angeion Group  
Re: The Roman Catholic Church of the Archdiocese of New Orleans  
Attn: Voting Department  
P.O. Box 2053  
New York, NY 10272- 2042  
(A pre-addressed, postage pre-paid envelope is provided.)**

**OR BY OVERNIGHT COURIER, 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**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS  
AND VOTING AGENT ON OR BEFORE THE VOTING DEADLINE  
OF OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME).**

**YOU MAY ALSO SUBMIT YOUR BALLOT ONLINE VIA THE  
CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL  
IN ACCORDANCE WITH THE INSTRUCTIONS BELOW.**

To submit your Ballot via the Claims and Voting Agent's online portal, please visit  
<https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized  
electronic Ballot:

Unique eBallot ID#: \_\_\_\_\_

The Claims and Voting Agent's online portal is the sole manner in which Ballots will be accepted via  
electronic or online transmission. **Ballots submitted by facsimile, email, or other means of electronic  
transmission will not be accepted or counted.**

Creditors using the Claims and Voting Agent's online portal should **NOT** also submit paper forms.

**If you have any questions, please contact the Claims and Voting Agent:**

(i) by calling 1-877-476-4389 (toll free); and/or (ii) by emailing DRCVote@angeiongroup.com.

**Voting Instructions for Unknown Abuse Claims (Class 4)**

1. Ballots must be delivered to the Claims and Voting Agent (i) at an appropriate address listed above; or (ii) via the Claims and Voting Agent's E-Balloting Portal by visiting <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>, clicking on the "E-Ballot" link and following the instructions set forth on the website. Holders of Claims entitled to vote are encouraged to submit their Ballot via the E-Balloting Portal. Please choose only one method of submitting your Ballot. If you choose to submit your Ballot via the E-Balloting Portal, DO NOT also submit a paper Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) clearly indicate your decision either to accept or reject the Joint Plan in the boxes provided in Item 1 of your Ballot; and (b) sign, date and return an original of your Ballot to the applicable address listed above. A Ballot submitted by the E-Balloting Portal shall be deemed to bear an original signature.
3. Unless the Ballot being furnished is timely submitted on or before October 29, 2025, at 11:59 p.m. Central Time (or as the same may be extended, in writing, by the Plan Proponents), the Plan Proponents will reject such Ballot as invalid and, therefore, will not count it in connection with Confirmation of the Joint Plan.
4. The Debtor will File with the Bankruptcy Court by on or before November 6, 2025, a voting report (the "**Voting Report**"). Among other things, the Voting Report will describe every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or any other electronic means (other than the E-Balloting Portal), or damaged (collectively, in each case, the "**Irregular Ballots**"). The Voting Report will indicate the Plan Proponents' intentions regarding each Irregular Ballot.
5. The method of delivery of Ballots to the Claims and Voting Agent is at the election and risk of each Creditor. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Voting Agent actually receives the originally executed Ballot or the E-Ballot is submitted through the E-Balloting Portal. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Creditors use an overnight or hand delivery service if not using the E-Balloting Portal. In all cases, Creditors should allow sufficient time to assure timely delivery.
6. An executed Ballot is required to be submitted by the Entity submitting such Ballot.
7. Delivery of a Ballot to the Claims and Voting Agent by facsimile, electronic email, or any electronic means (other than the E-Balloting Portal) will not be valid.
8. No Ballot should be sent to any Plan Proponent, the Plan Proponents' agents (other than the Claims and Voting Agent), or the Plan Proponents' financial or legal advisors, and, if so sent, will not be counted.
9. If multiple Ballots are received from the same Creditor with respect to the same Claim before the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot.
10. Creditors must vote all of their Claims within a particular Class either to accept or reject the Joint Plan, and may not split any votes. Accordingly, a Ballot that attempts to partially reject and partially accept the Joint Plan will not be counted.

11. You, the Unknown Abuse Claims Representative, must sign the Ballot. For the avoidance of doubt, a Ballot submitted by the E-Balloting Portal shall be deemed to bear an original signature.
12. If a Claim has been estimated or otherwise Allowed only for voting purposes by Order of the Bankruptcy Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of Allowance or Distribution.
13. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Plan Proponents.
14. Your Ballot does not constitute, and will not be deemed to be, (a) a Proof of Claim, or (b) an assertion or admission of a Claim.

**IF THE CLAIMS AND VOTING AGENT DOES NOT ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME), THEN YOUR VOTE WILL NOT BE COUNTED.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION REGARDING OR ON BEHALF OF THE DEBTOR OR ADDITIONAL DEBTORS, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.**

**SCHEDULE 1**

**ADDITIONAL DEBTORS**

**I. Archdiocesan Parishes**

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana<sup>1</sup>
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana
8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana
11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, formerly known as St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
38. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
40. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana

---

<sup>1</sup> Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

41. St. Agnes Roman Catholic Church, Jefferson, Louisiana
42. St. Alphonsus Roman Catholic Church, New Orleans, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
56. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
57. St. Christopher Roman Catholic Church, Metairie, Louisiana
58. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
59. St. Cletus Roman Catholic Church, Gretna, Louisiana
60. St. David Roman Catholic Church, New Orleans, Louisiana
61. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
62. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
63. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
64. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
65. St. Genevieve Roman Catholic Church, Slidell, Louisiana
66. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
67. St. Jerome Roman Catholic Church, Kenner, Louisiana
68. St. Joachim Roman Catholic Church, Marrero, Louisiana
69. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
70. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
71. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
72. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
73. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
74. St. Joseph Roman Catholic Church, Algiers, Louisiana
75. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
76. St. Joseph's Roman Catholic Church, Gretna, Louisiana
77. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
78. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
79. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
80. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
81. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
82. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
83. St. Mark Roman Catholic Church, Ama, Louisiana
84. St. Martha Roman Catholic Church, Harvey, Louisiana
85. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
86. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
87. St. Mary's Roman Catholic Church, New Orleans, Louisiana
88. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana



89. St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
90. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
91. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
92. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
93. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
94. St. Peter Roman Catholic Church, Reserve, Louisiana
95. St. Peter's Roman Catholic Church, Covington, Louisiana
96. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
97. St. Pius X Roman Catholic Church, New Orleans, Louisiana
98. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
99. St. Rita Roman Catholic Church, Harahan, Louisiana
100. St. Rita Roman Catholic Church, New Orleans, Louisiana
101. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana<sup>2</sup>
102. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
103. The Congregation of St. Rita Roman Catholic Church of Harahan
104. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

## **II. Suppressed Archdiocesan Parishes<sup>3</sup>**

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.
3. Immaculate Heart of Mary, Inc.

---

<sup>2</sup> As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

<sup>3</sup> The Suppressed Archdiocesan Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved, and may own property.

Following Hurricane Katrina, the operations of certain of the Suppressed Archdiocesan Parishes were combined with Archdiocesan Parishes. In 2024, in the ongoing aftermath of Hurricane Ida and a result of storm damage, the shift of demographics and Catholic population, decreased or low Mass attendance, sacramental statistics, and financial difficulties encountered, the following additional Suppressed Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert, Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Roman Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul II Roman Catholic Church, Waggaman, Louisiana; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged into St. Patrick's Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
10. St. Ann, New Orleans, Louisiana, Inc.
11. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
12. St. Frances Xavier Cabrini, Inc.
13. St. Francis de Salles, Inc.
14. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
15. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
16. St. Henry's, Inc.
17. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
18. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
19. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
20. St. John the Baptist, New Orleans, Louisiana, Inc.
21. St. Julian Eymard, Inc.
22. St. Lawrence the Martyr, Inc.
23. St. Louise de Marillac, Inc.
24. St. Maurice, Inc.
25. St. Monica, Inc.
26. St. Philip the Apostle, Inc.
27. St. Raymond's, Inc.
28. St. Rose of Lima, Inc.
29. St. Theresa of Avila, Inc., formerly known as St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
30. St. Theresa of the Child Jesus, Inc.
31. The Congregation of Saints Peter and Paul Roman Catholic Church
32. The Congregation of St. Cecelia Roman Catholic Church
33. The Congregation of the Annunciation Roman Catholic Church
34. The Congregation of the Holy Trinity Roman Catholic Church

### **III. Archdiocesan Agencies**

1. Archdiocesan Spirituality Center
2. Catholic Charities Archdiocese of New Orleans
3. Catholic Charities Children's Day Care Centers
4. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
5. Clarion Herald Publishing Company
6. Korean Catholic Community of New Orleans, Inc.
7. Notre Dame Seminary
8. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
9. Pace Greater New Orleans
10. Padua House (merged into Catholic Charities Archdiocese of New Orleans)
11. Philmat, Inc.

12. Project Lazarus
13. Roman Catholic Center of Jesus the Lord
14. School Food and Nutrition Services of New Orleans, Inc.
15. Second Harvest Food Bank of Greater New Orleans and Acadiana
16. St. Jude Community Center, Inc.
17. St. Michael Special School
18. St. Thérèse Catholic Academy
19. The Society for the Propagation of the Faith, Archdiocese of New Orleans

## **SCHEDULE 2**

### **ART. 12 EXCERPTS**

#### **[JOINT PLAN SECTIONS 12.2, 12.3, 12.4, 12.5, 12.8, & 12.15]**

##### **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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of, all Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Debtor will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and all Abuse Claims asserted against the Archdiocesan Schools are discharged and released in accordance with the preceding paragraph.

In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(a) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing a Non-Settling Insurer of its duty to defend and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party or Settling Insurer due, in whole or in part, to the Debtor's or the Reorganized Archdiocese's breach of its Post-Effective Date Insurance Obligations, the Debtor and/or the Reorganized Archdiocese shall be liable for any such breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and the Debtor and the Reorganized Archdiocese shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and the Reorganized Archdiocese shall have the right at their respective discretion to intervene and be heard as parties-in-interest in any Action related to an Abuse Claim in which (i) the Debtor's or the Reorganized Archdiocese's Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Setting Insurer to defend**

**and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party, are implicated, disputed, or otherwise raised.**

**(b) *Discharge of the Additional Debtors.*** 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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of all Claims of any nature whatsoever against or in the Additional Debtors or any of their assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Additional Debtors will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Additional Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Parish Schools are not separate Entities from the Additional Debtors, and all Abuse Claims asserted against the Parish Schools are discharged and released in accordance with the preceding paragraph.

If any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(b) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing any Non-Settling Insurer of its duty to defend and/or indemnify an Additional Debtor (or Additional Debtors), a Reorganized Additional Debtor (or Reorganized Additional Debtors), or any other Covered Party or Settling Insurer due, in whole or in part, to such Additional Debtor's(s') or such Reorganized Additional Debtor's(s') breach of its (or their) Post-Effective Date Insurance Obligations, then such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall be liable for any breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and such Reorganized Additional Debtor (or Reorganized Additional Debtors) shall have the right at their respective discretion to intervene and be heard at any time as parties-in-interest in any Action related to an Abuse Claim in which (i) the Additional Debtor's (or Additional Debtors') or the Reorganized Additional Debtor's(s') Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Settling Insurer to defend and/or indemnify the Additional Debtors, the Reorganized Additional Debtors, or any other Covered Party, are implicated, disputed, or otherwise raised.**

(c) *Discharge Injunction – Debtor.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor, the Reorganized Archdiocese, or the property of the Debtor or the Reorganized Archdiocese. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Debtor pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor or the Reorganized Archdiocese at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and the discharge injunction set forth in the preceding paragraph will include the Archdiocesan Schools and will apply to all discharged Claims against the Archdiocesan Schools.

(d) *Discharge Injunction – Additional Debtors.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in any Additional Debtors or any of the assets or properties of any Additional Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Additional Debtors, the Reorganized Additional Debtors, or the property of the Additional Debtors or Reorganized Additional Debtors. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Additional Debtors pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Additional Debtors or the Reorganized Additional Debtors at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Parish Schools are not separate Entities from the applicable Additional Debtors, and the discharge injunction set forth in the preceding paragraph will include the Parish Schools and will apply to all discharged Claims against the Parish Schools.

### **Section 12.3 Exculpations and Limitation of Liability, and Exculpation Injunction.**

(a) From and after the Effective Date, to the maximum extent permitted by law, no Exculpated Party will have or incur any liability for, and each Exculpated Party will be released from, any Claims, Causes of Action, or liability, and each Exculpated Party is hereby exculpated from any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, Estate Cause of Action, remedy, loss, and liability for conduct occurring on or after the applicable Archdiocese's Petition Date or the Additional Debtors' Petition Date in connection with or arising out of: (a) the Filing and administration of any Chapter 11 Cases; (b) the negotiation and pursuit of the Disclosure Statement, the Joint Plan, or the Plan Documents, as well as the solicitation of votes for, or Confirmation of, the Joint Plan; (c) the funding or consummation of the Joint Plan, the Settlement Trust, the Plan Documents, or any related agreements, instruments, or other documents, as well as any offer, issuance, and/or Distribution under the Joint Plan or any Settlement Trust Distributions or other disbursements made by the Settlement Trust, whether or not such Distributions, Settlement Trust Distributions, or other disbursements occur following the Effective Date; (d) the implementation of the Joint Plan; and (e) any negotiations, transactions, and

documentation in connection with the foregoing clauses (a)-(d); provided, however, the foregoing will not apply to any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct. The Exculpations will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Joint Plan, which protect such Exculpated Parties from liability.

(b) The Exculpated Parties have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and any distribution of consideration made pursuant to the Joint Plan or Settlement Trust and, therefore, are not, and on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Joint Plan, any Distributions made pursuant to the Joint Plan, or any Settlement Trust Distributions or other disbursements made by the Settlement Trust.

(c) As of the Effective Date, all Creditors are, and will be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, any Entity described in section 1125(e) or its or their property or successors or assigns on account of or based on the subject matter of such Claims, whether directly or indirectly, derivatively or otherwise with respect to any liability or obligation for which an Exculpated Party is discharged, exculpated, or released under the Joint Plan (which, as set forth in this Section 12.3(a) does not include any liability or obligation arising out of or related to acts or omissions of such Exculpated Party that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, Action, or other proceeding (including any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other Order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien or encumbrance; and/or (v) setting off, seeking reimbursement, contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged or released under the Joint Plan.

**Section 12.4 Channeling Injunction Regarding Abuse Claims against the Protected Parties and Settling Insurers.** In consideration of the undertakings of the Protected Parties and Settling Insurers, their respective contributions to the Settlement Trust, and other consideration, and, where applicable, pursuant to their respective settlements with the Debtor and/or any Additional Debtors and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in section 1141 and 524 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

(a) Any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims;

(b) all Entities that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claims against the Protected Parties and Settling Insurers will be permanently and forever stayed, restrained, enjoined, and barred from taking any action, directly or indirectly, for the purpose of asserting, enforcing, collecting,

**recovering, or receiving payments, satisfaction, or recovery from any Protected Party or any of the Settling Insurers, including:**

- (i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Channeled Claim against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer;**
- (ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;**
- (iii) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;**
- (iv) asserting, implementing, or effectuating any Channeled Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Protected Party or Settling Insurer, (B) any Protected Party or Settling Insurer, or (C) any property or interest in property of any Protected Party or Settling Insurer; and**
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.**

**(c) The foregoing Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this Section 12.4 of the Joint Plan will inure to the benefit of the Protected Parties and the Settling Insurers. In a successful action to enforce the injunctive provisions of this Section 12.4 of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.**

**(d) Notwithstanding anything to the contrary in Section 12.4 of the Joint Plan, the Channeling Injunction will not enjoin the following:**

- (i) the right of any Entity to the treatment afforded to such Entity under the Joint Plan;**
- (ii) the right of any Entity to assert any Claim for payment of Settlement Trust expenses solely against the Settlement Trust;**
- (iii) the Settlement Trustee's enforcing rights under the Settlement Trust Documents;**
- (iv) the Settling Insurers' enforcing rights under the Insurance Settlement Agreements;**



- (v) the rights of the Settlement Trust, the Settlement Trustee, Abuse Claimants, Covered Parties, the Reorganized Archdiocese, and the Reorganized Additional Debtors (in each case, to the extent permitted or required under the Joint Plan) to prosecute any Claims against the Non-Settling Insurers based on or arising from the Non-Settling Insurance Rights Transfer or otherwise; or
- (vi) the rights of the Covered Parties with respect to Non-Insurer Contribution Claims against, or with respect to, the Settlement Trust.

**Section 12.5 *Supplemental Settling Insurers' Injunction.*** Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Joint Plan, including the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to section 363(f) of the Bankruptcy Code and the Insurance Settlement Orders, any and all Entities who have held, now hold, or who may in the future hold any Claims against any Protected Party, any Covered Party, or any Settling Insurer, which, directly or indirectly, relate to, any of the Settling Insurers' Policies, are hereby permanently and forever stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, collect, or recover, or attempt to assert, enforce, collect, or recover, any such Claim against any Settling Insurer, and/or any Settling Insurers' Policies, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Claim against any Settling Insurer, or any property or interest in property of any Settling Insurer;
- (b) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to any such Claim;
- (c) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to such Claim;
- (d) asserting, implementing, or effectuating any Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Settling Insurer, (B) any Settling Insurer, or (C) any property or interest in property of any Settling Insurers; and
- (e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

The Supplemental Settling Insurers' Injunction will not apply to the rights of any Settling Insurer to any reinsurance recoveries, as provided in Section 7.1(f) of the Joint Plan.

**Section 12.8 *Gatekeeper Injunction.*** Subject in all respects to Article 12 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 of the Covered Parties, Settling Insurers, or Settlement Trust 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 1) determining, after Notice and Hearing, that such claim or cause of action (a) is a colorable claim of any kind against the Debtor, the Additional Debtors,

the Settlement Trust, or the Settling Insurers; (b) did not arise prior to the Effective Date of the Joint Plan; and (c) is not a Claim owned by the Debtor or Settling Insurers against such Protected Party, Settling Insurer, or the Settlement Trust and 2) subject in all respects to the Injunctions, specifically authorizing such Enjoined Party to initiate a proceeding to assert such Claim or cause of action against such Protected Party, Settling Insurer, or the Settlement Trust.

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 the 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 the 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 12.15 Ratification of Sale Injunction.** Pursuant to sections 105(a), 363, and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Settling Insurers' Policies free and clear of all Liens, Claims, and Subject Interests pursuant to section 363(f) of the Bankruptcy Code, the Joint Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the injunction of Claims against a Settling Insurer with respect to any Subject Insurance Policy set forth in the Insurance Settlement Order(s) (each, a "Sale Injunction") in all respects. The Sale Injunction(s) are in addition to and independent of the injunctions in Sections 12.4 and 12.5 herein.

### **SCHEDULE 3**

#### **SETTLING INSURERS**

Sparta Insurance Company and American Employers' Insurance Company ("**SPARTA**");<sup>1</sup>

United States Fire Insurance Company ("**U.S. Fire**"), International Insurance Company ("**International**"), and 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**");

Catholic Mutual Relief Society of America ("**Catholic Mutual**");

Puritan Insurance Company, The Manhattan Fire and Marine Insurance Company, and Westport Insurance Corporation ("**Puritan**");

National Union Fire Insurance Company of Pittsburgh, Pa. ("**National Union**"); and

Twin City Fire Insurance Company and First State Insurance Company ("**Twin City**").

The Settling Insurers include the following: (i) each of the foregoing Entities' past, present and future affiliates, divisions, reinsurers, and retrocessionaires, including Entities released pursuant to any Insurance Settlement Agreement; (ii) each of the foregoing Entities' 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; (iii) each of the foregoing Entities' respective past, present and future directors, officers, shareholders, employees, subrogees, partners, principals, agents, attorneys, joint ventures, joint venturers, Related Parties, and Claims handling administrators; and (iv) each of the foregoing Entities' respective predecessors, successors, assignors, and assigns, whether known or unknown, and all Entities acting on behalf of, by, through or in concert with them. 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.

---

<sup>1</sup> SPARTA's contribution of \$21,000,000 and status as a Settling Insurer is contingent on SPARTA providing financial assurance acceptable to the Survivors' Committee in the Survivors' 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.

**Schedule 3C-1**

**Master Ballot for Bond Claims (Class 6)**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

---

MASTER BALLOT FOR VOTING ON  
THE JOINT PLAN OF THE DEBTOR AND ADDITIONAL DEBTORS

CLASS 6 (Bond Claims against the Debtor)

**YOU HAVE A RIGHT TO VOTE TO ACCEPT OR REJECT THE JOINT PLAN. You are receiving this Ballot because our records indicate that you are the Nominee (as defined below) of a Beneficial Holder<sup>1</sup> of a Bond Claim in Class 6, as of August 14, 2025 (the "Voting Record Date").**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT.

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO  
THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT  
NO LATER THAN OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME)  
(THE "VOTING DEADLINE") IN ACCORDANCE WITH  
THE PROCEDURES DESCRIBED HEREIN

The Roman Catholic Church of the Archdiocese of New Orleans (the "**Debtor**" or the "**Archdiocese**"), the additional debtors listed on the attached Schedule 1 (the "**Additional Debtors**"), and the Official Committee of Unsecured Creditors (the "**Creditors' Committee**") are soliciting votes with respect to a jointly proposed plan of reorganization (the "**Joint Plan**"). In addition to this Master Ballot, you have received a copy of the Joint Plan and a Bankruptcy Court-approved disclosure statement containing adequate information to make an informed decision on whether to accept or reject the Joint Plan (the "**Disclosure Statement**"). The Bankruptcy Court approved the Disclosure Statement but has not yet considered approval of the Joint Plan.

**This Master Ballot is to be used by you as a bank, broker, securities intermediary, registered investment advisor, or other nominee, or an agent of any of the foregoing (each of the foregoing, a "Nominee"); or as the proxy holder of a Nominee for certain Beneficial Holders' Class 6 Bond Claims to transmit to the Claims and Voting Agent the votes of such Beneficial Holders in respect of their Class 6 Bond Claims to accept or reject the Joint Plan. To use this Master Ballot, you must meet all applicable standards to receive informed consent from the Beneficial Holders for whom you are**

---

<sup>1</sup> "Beneficial Holder" is a beneficial owner of Class 6 Claims whose Claims have not been satisfied prior to the Voting Record Date pursuant to court order or otherwise, as reflected in the records maintained by the Nominees (as defined herein) holding through the Depository Trust Company or other relevant security depository, as of the Voting Record Date.

**Nominee. The CUSIP numbers (the “CUSIP”) for Class 6 Bond Claims entitled to vote and of which you are the Nominee are set forth herein.**

You are authorized to collect votes to accept or to reject the Joint Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting information form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

**BENEFICIAL HOLDERS SHOULD REVIEW THE DISCLOSURE STATEMENT  
AND THE JOINT PLAN BEFORE VOTING AND MAY WISH TO SEEK LEGAL ADVICE.**

If the Joint Plan is approved by the Bankruptcy Court, it will be binding on all Beneficial Holders of Class 6 Bond Claims, regardless of whether or not they vote or affirmatively vote to reject the Joint Plan. To have the votes of your Beneficial Holders counted, you must complete, sign, and return this Master Ballot so that it is **actually received** by the Claims and Voting Agent on or before **October 29, 2025, at 11:59 p.m. (Central Time)**.

**Item 1. Certification of Authority to Vote.**

The undersigned certifies that, as of the Voting Record Date, the undersigned (*check one box below*):

- ☐ is the record holder of the Bond Claims listed in Item 2 below, and is a broker, bank, or other Nominee for the beneficial owners of the aggregate principal amount of such bonds; or
- ☐ is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other Nominee that is the registered holder of the aggregate principal amount of the Bond Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is attached) from a broker, bank, or other Nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of the Bond Claims listed in Item 2 below, and accordingly, has full power and authority to vote to accept or reject the Joint Plan, on behalf of the beneficial owners of the Bond Claims described in Item 2.

**Item 2. Vote on the Joint Plan.**

The undersigned transmits the following votes of Beneficial Holders of Bond Claims against the Debtor as set forth below and certifies that the following Beneficial Holders, as identified by their respective customer account numbers, are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Ballots casting such votes as set forth below.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all of their Claims in Class 6 either to accept or reject the Joint Plan and may not split such vote. Any Ballot executed by a Beneficial Holder that does not indicate an acceptance or rejection of the Joint Plan, or that indicates both an acceptance and a rejection of the Joint Plan will not be counted.

Your Customer Account Number for Each Beneficial Holder Who Voted in Class 6	Principal Amount Held as of the Voting Record Date	Indicate the vote cast on each Beneficial Holder Ballot by placing an “X” in the appropriate column below.	
		Accept the Joint Plan	Reject the Joint Plan

**CUSIP No. [\_\_\_\_\_]**

1.	\$		
2.	\$		
3.	\$		
4.	\$		
5.	\$		
6.	\$		
<b>TOTALS</b>	\$		

**Item 3. Certification as to Transcription of Information from Item 2 of the Beneficial Holder Ballots as to Claims Voted Through Other Ballots.**

The undersigned certifies that the following information is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 2 of each Ballot received from a Beneficial Holder. Please use additional sheets of paper if necessary.

Your Customer Account Number for Each Beneficial Holder Who Completed Item 2 of the Ballots	TRANSCRIBE FROM ITEM 2 OF THE BENEFICIAL HOLDER BALLOTS:				Indicate whether Beneficial Holder in each row voted to <u>Accept</u> or <u>Reject</u> the Joint Plan
	Account Number of Other Claims Voted	DTC Participant Name and Number	Principal Amount of Other Claims Voted	CUSIP(s) of Other Claims Voted	

**Class 6 – Bond Claims**

1.			\$		
2.			\$		
3.			\$		
4.			\$		
5.			\$		
6.			\$		
7.			\$		
8.			\$		
9.			\$		
10.			\$		

**Item 4. Certifications.**

By executing this Master Ballot, the undersigned certifies that:

- (a) it has received a copy of the Disclosure Statement and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Bond Claims in Class 6 listed in Item 2 above or delivered such materials via other customary communications used to solicit or collect votes;
- (b) either (a) it has received appropriate, completed voting instructions from each Beneficial Holder listed in Item 2 of this Master Ballot; (b) it is the registered Beneficial Holder of the securities being

voted, or (c) it has been expressly authorized in writing by each such Beneficial Holder to vote on the Joint Plan;

- (c) it has properly disclosed: (a) the number of unique Beneficial Holders who completed Ballots; (b) the respective amounts of the Bond Claims in Class 6 as set forth in Item 2, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Joint Plan; (d) each such Beneficial Holder's certification as to other Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder; and
- (d) it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date and disclose all such information to the Bankruptcy Court or the Plan Proponents, if requested.

Name of Nominee: _____ <div style="text-align: right;">(Print or Type)</div>
DTC Participant Number: _____
Name of Proxy Holder or Agent for Nominee (if applicable): _____ <div style="text-align: right;">(Print or Type)</div>
Signature: _____
Name of Signatory: _____
Title: _____
Address: _____
Telephone Number: _____
Email Address: _____
Date Completed: _____

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT USING THE INSTRUCTIONS SET FORTH BELOW SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT NO LATER THAN THE VOTING DEADLINE OF OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME).**

<b><u>By: First Class Mail</u></b>	<b><u>By: Overnight Courier or Hand Delivery</u></b>
Donlin, Recano & Company, LLC c/o Angeion Group Re: The Roman Catholic Church of the Archdiocese of New Orleans Attn: Voting Department P.O. Box 2053 New York, NY 10272- 2042  <b>A pre-addressed, postage pre-paid envelope is provided.</b>	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



**OR**

**By: Email**

Submit your Master Ballot via email to DRCVote@angeiongroup.com with “RCANO Class 6 Master Ballot” in the subject line.

**IMPORTANT NOTE: For any ballot cast via email, a format of the attachment must be found in the common workplace and industry standard format (i.e., industry-standard pdf file), and the received date and time in the Claims and Voting Agent’s inbox will be used as a timestamp for receipt.**

Nominees that cast a Master Ballot via email should NOT also submit a paper Master Ballot.

**MASTER BALLOTS SENT BY FACSIMILE, EMAIL, OR ANY OTHER ELECTRONIC MEANS (OTHER THAN BY EMAIL TO DRCVOTE@ANGEIONGROUP.COM WITH “RCANO CLASS 6 MASTER BALLOT” IN THE SUBJECT LINE) WILL NOT BE ACCEPTED OR COUNTED.**

**IF YOU HAVE ANY QUESTIONS ABOUT THIS BALLOT OR THE PLAN SOLICITATION OR YOU NEED ADDITIONAL VOTING MATERIALS, PLEASE CONTACT THE CLAIMS AND VOTING AGENT TOLL FREE AT 1-877-476-4389 OR VIA EMAIL AT DRCVOTE@ANGEIONGROUP.COM.**

**Voting Instructions for Bond Claims (Class 6)**

1. You should ***immediately*** distribute the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballots) and Solicitation Package to all Beneficial Holders of Class 6 Bond Claims and take any action required to enable each such Beneficial Holder to timely vote the Bond Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Joint Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting information form” in lieu of (or in addition to) a Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Nominee that elects such a procedure shall meet all applicable standards to receive informed consent and such materials shall clearly communicate the timing requirements for Beneficial Holder Ballots to be included on the Master Ballot prior to the Voting Deadline. Any Ballot returned to you by a Beneficial Holder of a bond Claim shall not be counted for purposes of accepting or rejecting the Joint Plan until you properly complete and deliver, to the Claims and Voting Agent, a Master Ballot that reflects the vote of such Beneficial Holders by the Voting Deadline.

If you are transmitting the votes of any beneficial owners of Class 6 Bond Claims, you may either:

- (a) “Pre-validate” the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Class 6 Claim for voting within three (3) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Voting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” a Beneficial Holder Ballot by signing the Ballot and including their DTC participant name and DTC participant number; indicating the account number of the Beneficial Holder and the ***principal amount*** of the Class 6 Bond Claim held by the Nominee for such Beneficial Holder, applying a medallion guarantee stamp to the ballot to certify the principal amount of the Class 6 Bond Claim owned by the Beneficial Holder as of the Voting Record Date and then forwarding the Ballot together with the Solicitation Package to the Beneficial Holder; *provided, however*, that Nominees shall not mark a vote to accept or reject the Joint Plan or complete Item 2 of the Beneficial Holder Ballot prior to distribution of the Solicitation Packages to Beneficial Holders unless expressly authorized in writing by such Beneficial Holder to vote on a chapter 11 plan on such Beneficial Holder’s behalf. The Beneficial Holder then completes the information requested on the Ballot and returns the Ballot directly to the Claims and Voting Agent. A list of the Beneficial Holders to whom “pre-validated” Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; **OR**
- (b) Within three (3) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class 6 Bond Claim for voting (along with a return envelope provided by and addressed to the Nominee, if applicable), with the beneficial owner then returning the individual Beneficial Holder Ballot to the Nominee; *provided, however*, that Nominees shall not mark a vote to accept or reject the Joint Plan or complete Item 2 of the Beneficial Holder Ballot prior to distribution of the Solicitation Packages to Beneficial Holders unless such Nominee is expressly authorized in writing by the Beneficial Holder to vote on a chapter 11 plan on such Beneficial Holder’s behalf. In such case, the Nominee will tabulate the votes of its respective Beneficial Holders on a Master Ballot that will be provided to the Nominee separately by the Claims and Voting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims and Voting Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots to the Nominee by a

date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Claims and Voting Agent so that the Master Ballot is **actually received** by the Claims and Voting Agent on or before the Voting Deadline.

2. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Claims and Voting Agent by the Voting Deadline; and (d) retain such Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date. You may be ordered to produce the Ballots to the Debtor or the Bankruptcy Court.
3. Unless the Ballot being furnished is timely submitted on or before October 29, 2025, at 11:59 p.m. Central Time (or as the same may be extended, in writing, by the Plan Proponents), the Plan Proponents will reject such Ballot as invalid and, therefore, will not count it in connection with Confirmation of the Joint Plan.
4. The Debtor will File with the Bankruptcy Court by on or before November 6, 2025, a voting report (the “**Voting Report**”). Among other things, the Voting Report will delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or any other electronic means (other than by email to DRCVote@angeiongroup.com), or damaged (collectively, in each case, the “**Irregular Ballots**”). The Voting Report will indicate the Plan Proponents’ intentions with regard to each Irregular Ballot.
5. The method of delivery of Ballots to the Claims and Voting Agent is at the election and risk of each Creditor. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Voting Agent **actually receives** the originally executed Ballot. In all cases, Creditors should allow sufficient time to assure timely delivery.
6. An executed Ballot is required to be submitted by the Entity submitting such Ballot.
7. Delivery of a Ballot to the Claims and Voting Agent by facsimile, electronic email, or any electronic means (other than by email to DRCVote@angeiongroup.com) will not be valid.
8. No Ballot should be sent to any Plan Proponent, the Plan Proponents’ agents (other than the Claims and Voting Agent), or the Plan Proponents’ financial or legal advisors, and, if so sent, will not be counted.
9. If multiple Ballots are received from the same Creditor with respect to the same Claim before the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter’s intent and will supersede and revoke any prior received Ballot.
10. Creditors must vote all of their Claims within a particular Class either to accept or reject the Joint Plan, and may not split any votes. Accordingly, a Ballot that attempts to partially reject and partially accept the Joint Plan will not be counted.
11. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Voting Agent, the Plan Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Creditor.
12. If a Claim has been estimated or otherwise Allowed only for voting purposes by Order of the Bankruptcy Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed

by the Bankruptcy Court for voting purposes only, and not for purposes of Allowance or Distribution.

13. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Plan Proponents.
14. A Ballot does not constitute, and will not be deemed to be, (a) a Proof of Claim, or (b) an assertion or admission of a Claim.

**The following additional rules shall apply to Master Ballots:**

15. Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Bond Claims in Class 6 as of the Voting Record Date, as evidenced by the record and depository listings;
16. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Bond Claims in Class 6 held by such Nominee;
17. To the extent that conflicting votes or “overvotes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Claims and Voting Agent will attempt to reconcile discrepancies with the Nominee;
18. To the extent that overvotes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Claims and Voting Agent will apply the votes to accept and reject the Joint Plan in the same proportion as the votes to accept and reject the Joint Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the overvote, but only to the extent of the Nominee’s position in the relevant Bond Claims in Class 6; and
19. For purposes of tabulating votes, each Beneficial Holder holding through a particular account will be deemed to have voted the principal amount relating to its holding in that particular account, although the Claims and Voting Agent may be asked to adjust such principal amount to reflect the Claim amount.

**IF THE CLAIMS AND VOTING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME), THEN THE VOTES OF YOUR BENEFICIAL HOLDERS WILL NOT BE COUNTED.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION REGARDING OR ON BEHALF OF THE DEBTOR OR ADDITIONAL DEBTORS, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.**

**SCHEDULE 1**

**ADDITIONAL DEBTORS**

**I. Archdiocesan Parishes**

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana<sup>2</sup>
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana
8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana
11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, formerly known as St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
38. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
40. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana

---

<sup>2</sup> Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

41. St. Agnes Roman Catholic Church, Jefferson, Louisiana
42. St. Alphonsus Roman Catholic Church, New Orleans, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
56. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
57. St. Christopher Roman Catholic Church, Metairie, Louisiana
58. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
59. St. Cletus Roman Catholic Church, Gretna, Louisiana
60. St. David Roman Catholic Church, New Orleans, Louisiana
61. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
62. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
63. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
64. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
65. St. Genevieve Roman Catholic Church, Slidell, Louisiana
66. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
67. St. Jerome Roman Catholic Church, Kenner, Louisiana
68. St. Joachim Roman Catholic Church, Marrero, Louisiana
69. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
70. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
71. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
72. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
73. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
74. St. Joseph Roman Catholic Church, Algiers, Louisiana
75. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
76. St. Joseph's Roman Catholic Church, Gretna, Louisiana
77. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
78. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
79. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
80. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
81. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
82. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
83. St. Mark Roman Catholic Church, Ama, Louisiana
84. St. Martha Roman Catholic Church, Harvey, Louisiana
85. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
86. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
87. St. Mary's Roman Catholic Church, New Orleans, Louisiana
88. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana

89. St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
90. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
91. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
92. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
93. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
94. St. Peter Roman Catholic Church, Reserve, Louisiana
95. St. Peter's Roman Catholic Church, Covington, Louisiana
96. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
97. St. Pius X Roman Catholic Church, New Orleans, Louisiana
98. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
99. St. Rita Roman Catholic Church, Harahan, Louisiana
100. St. Rita Roman Catholic Church, New Orleans, Louisiana
101. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana<sup>3</sup>
102. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
103. The Congregation of St. Rita Roman Catholic Church of Harahan
104. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

## **II. Suppressed Archdiocesan Parishes<sup>4</sup>**

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.

---

<sup>3</sup> As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

<sup>4</sup> The Suppressed Archdiocesan Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved, and may own property.

Following Hurricane Katrina, the operations of certain of the Suppressed Archdiocesan Parishes were combined with Archdiocesan Parishes. In 2024, in the ongoing aftermath of Hurricane Ida and a result of storm damage, the shift of demographics and Catholic population, decreased or low Mass attendance, sacramental statistics, and financial difficulties encountered, the following additional Suppressed Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert, Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Roman Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul II Roman Catholic Church, Waggaman, Louisiana; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged into St. Patrick's Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

3. Immaculate Heart of Mary, Inc.
4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
10. St. Ann, New Orleans, Louisiana, Inc.
11. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
12. St. Frances Xavier Cabrini, Inc.
13. St. Francis de Salles, Inc.
14. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
15. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
16. St. Henry's, Inc.
17. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
18. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
19. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
20. St. John the Baptist, New Orleans, Louisiana, Inc.
21. St. Julian Eymard, Inc.
22. St. Lawrence the Martyr, Inc.
23. St. Louise de Marillac, Inc.
24. St. Maurice, Inc.
25. St. Monica, Inc.
26. St. Philip the Apostle, Inc.
27. St. Raymond's, Inc.
28. St. Rose of Lima, Inc.
29. St. Theresa of Avila, Inc., formerly known as St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
30. St. Theresa of the Child Jesus, Inc.
31. The Congregation of Saints Peter and Paul Roman Catholic Church
32. The Congregation of St. Cecelia Roman Catholic Church
33. The Congregation of the Annunciation Roman Catholic Church
34. The Congregation of the Holy Trinity Roman Catholic Church

### **III. Archdiocesan Agencies**

1. Archdiocesan Spirituality Center
2. Catholic Charities Archdiocese of New Orleans
3. Catholic Charities Children's Day Care Centers
4. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
5. Clarion Herald Publishing Company
6. Korean Catholic Community of New Orleans, Inc.
7. Notre Dame Seminary
8. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
9. Pace Greater New Orleans
10. Padua House (merged into Catholic Charities Archdiocese of New Orleans)



11. Philmat, Inc.
12. Project Lazarus
13. Roman Catholic Center of Jesus the Lord
14. School Food and Nutrition Services of New Orleans, Inc.
15. Second Harvest Food Bank of Greater New Orleans and Acadiana
16. St. Jude Community Center, Inc.
17. St. Michael Special School
18. St. Thérèse Catholic Academy
19. The Society for the Propagation of the Faith, Archdiocese of New Orleans

## **SCHEDULE 2**

### **ART. 12 EXCERPTS**

#### **[JOINT PLAN SECTIONS 12.2, 12.3, 12.4, 12.5, 12.8, & 12.15]**

##### **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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of, all Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Debtor will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and all Abuse Claims asserted against the Archdiocesan Schools are discharged and released in accordance with the preceding paragraph.

In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(a) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing a Non-Settling Insurer of its duty to defend and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party or Settling Insurer due, in whole or in part, to the Debtor's or the Reorganized Archdiocese's breach of its Post-Effective Date Insurance Obligations, the Debtor and/or the Reorganized Archdiocese shall be liable for any such breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and the Debtor and the Reorganized Archdiocese shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and the Reorganized Archdiocese shall have the right at their respective discretion to intervene and be heard as parties-in-interest in any Action related to an Abuse Claim in which (i) the Debtor's or the Reorganized Archdiocese's Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Setting Insurer to defend**

**and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party, are implicated, disputed, or otherwise raised.**

**(b) *Discharge of the Additional Debtors.*** 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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of all Claims of any nature whatsoever against or in the Additional Debtors or any of their assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Additional Debtors will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Additional Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Parish Schools are not separate Entities from the Additional Debtors, and all Abuse Claims asserted against the Parish Schools are discharged and released in accordance with the preceding paragraph.

If any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(b) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing any Non-Settling Insurer of its duty to defend and/or indemnify an Additional Debtor (or Additional Debtors), a Reorganized Additional Debtor (or Reorganized Additional Debtors), or any other Covered Party or Settling Insurer due, in whole or in part, to such Additional Debtor's(s') or such Reorganized Additional Debtor's(s') breach of its (or their) Post-Effective Date Insurance Obligations, then such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall be liable for any breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and such Reorganized Additional Debtor (or Reorganized Additional Debtors) shall have the right at their respective discretion to intervene and be heard at any time as parties-in-interest in any Action related to an Abuse Claim in which (i) the Additional Debtor's (or Additional Debtors') or the Reorganized Additional Debtor's(s') Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Settling Insurer to defend and/or indemnify the Additional Debtors, the Reorganized Additional Debtors, or any other Covered Party, are implicated, disputed, or otherwise raised.**

(c) *Discharge Injunction – Debtor.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor, the Reorganized Archdiocese, or the property of the Debtor or the Reorganized Archdiocese. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Debtor pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor or the Reorganized Archdiocese at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and the discharge injunction set forth in the preceding paragraph will include the Archdiocesan Schools and will apply to all discharged Claims against the Archdiocesan Schools.

(d) *Discharge Injunction – Additional Debtors.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in any Additional Debtors or any of the assets or properties of any Additional Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Additional Debtors, the Reorganized Additional Debtors, or the property of the Additional Debtors or Reorganized Additional Debtors. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Additional Debtors pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Additional Debtors or the Reorganized Additional Debtors at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Parish Schools are not separate Entities from the applicable Additional Debtors, and the discharge injunction set forth in the preceding paragraph will include the Parish Schools and will apply to all discharged Claims against the Parish Schools.

### **Section 12.3 Exculpations and Limitation of Liability, and Exculpation Injunction.**

(a) From and after the Effective Date, to the maximum extent permitted by law, no Exculpated Party will have or incur any liability for, and each Exculpated Party will be released from, any Claims, Causes of Action, or liability, and each Exculpated Party is hereby exculpated from any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, Estate Cause of Action, remedy, loss, and liability for conduct occurring on or after the applicable Archdiocese's Petition Date or the Additional Debtors' Petition Date in connection with or arising out of: (a) the Filing and administration of any Chapter 11 Cases; (b) the negotiation and pursuit of the Disclosure Statement, the Joint Plan, or the Plan Documents, as well as the solicitation of votes for, or Confirmation of, the Joint Plan; (c) the funding or consummation of the Joint Plan, the Settlement Trust, the Plan Documents, or any related agreements, instruments, or other documents, as well as any offer, issuance, and/or Distribution under the Joint Plan or any Settlement Trust Distributions or other disbursements made by the Settlement Trust, whether or not such Distributions, Settlement Trust Distributions, or other disbursements occur following the Effective Date; (d) the implementation of the Joint Plan; and (e) any negotiations, transactions, and

documentation in connection with the foregoing clauses (a)-(d); provided, however, the foregoing will not apply to any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct. The Exculpations will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Joint Plan, which protect such Exculpated Parties from liability.

(b) The Exculpated Parties have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and any distribution of consideration made pursuant to the Joint Plan or Settlement Trust and, therefore, are not, and on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Joint Plan, any Distributions made pursuant to the Joint Plan, or any Settlement Trust Distributions or other disbursements made by the Settlement Trust.

(c) As of the Effective Date, all Creditors are, and will be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, any Entity described in section 1125(e) or its or their property or successors or assigns on account of or based on the subject matter of such Claims, whether directly or indirectly, derivatively or otherwise with respect to any liability or obligation for which an Exculpated Party is discharged, exculpated, or released under the Joint Plan (which, as set forth in this Section 12.3(a) does not include any liability or obligation arising out of or related to acts or omissions of such Exculpated Party that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, Action, or other proceeding (including any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other Order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien or encumbrance; and/or (v) setting off, seeking reimbursement, contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged or released under the Joint Plan.

**Section 12.4 Channeling Injunction Regarding Abuse Claims against the Protected Parties and Settling Insurers.** In consideration of the undertakings of the Protected Parties and Settling Insurers, their respective contributions to the Settlement Trust, and other consideration, and, where applicable, pursuant to their respective settlements with the Debtor and/or any Additional Debtors and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in section 1141 and 524 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

(a) Any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims;

(b) all Entities that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claims against the Protected Parties and Settling Insurers will be permanently and forever stayed, restrained, enjoined, and barred from taking any action, directly or indirectly, for the purpose of asserting, enforcing, collecting,

recovering, or receiving payments, satisfaction, or recovery from any Protected Party or any of the Settling Insurers, including:

- (i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Channeled Claim against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer;
- (ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iii) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iv) asserting, implementing, or effectuating any Channeled Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Protected Party or Settling Insurer, (B) any Protected Party or Settling Insurer, or (C) any property or interest in property of any Protected Party or Settling Insurer; and
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

(c) The foregoing Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this Section 12.4 of the Joint Plan will inure to the benefit of the Protected Parties and the Settling Insurers. In a successful action to enforce the injunctive provisions of this Section 12.4 of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.

(d) Notwithstanding anything to the contrary in Section 12.4 of the Joint Plan, the Channeling Injunction will not enjoin the following:

- (i) the right of any Entity to the treatment afforded to such Entity under the Joint Plan;
- (ii) the right of any Entity to assert any Claim for payment of Settlement Trust expenses solely against the Settlement Trust;
- (iii) the Settlement Trustee's enforcing rights under the Settlement Trust Documents;
- (iv) the Settling Insurers' enforcing rights under the Insurance Settlement Agreements;

- (v) the rights of the Settlement Trust, the Settlement Trustee, Abuse Claimants, Covered Parties, the Reorganized Archdiocese, and the Reorganized Additional Debtors (in each case, to the extent permitted or required under the Joint Plan) to prosecute any Claims against the Non-Settling Insurers based on or arising from the Non-Settling Insurance Rights Transfer or otherwise; or
- (vi) the rights of the Covered Parties with respect to Non-Insurer Contribution Claims against, or with respect to, the Settlement Trust.

**Section 12.5 *Supplemental Settling Insurers' Injunction.*** Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Joint Plan, including the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to section 363(f) of the Bankruptcy Code and the Insurance Settlement Orders, any and all Entities who have held, now hold, or who may in the future hold any Claims against any Protected Party, any Covered Party, or any Settling Insurer, which, directly or indirectly, relate to, any of the Settling Insurers' Policies, are hereby permanently and forever stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, collect, or recover, or attempt to assert, enforce, collect, or recover, any such Claim against any Settling Insurer, and/or any Settling Insurers' Policies, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Claim against any Settling Insurer, or any property or interest in property of any Settling Insurer;
- (b) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to any such Claim;
- (c) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to such Claim;
- (d) asserting, implementing, or effectuating any Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Settling Insurer, (B) any Settling Insurer, or (C) any property or interest in property of any Settling Insurers; and
- (e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

The Supplemental Settling Insurers' Injunction will not apply to the rights of any Settling Insurer to any reinsurance recoveries, as provided in Section 7.1(f) of the Joint Plan.

**Section 12.8 *Gatekeeper Injunction.*** Subject in all respects to Article 12 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 of the Covered Parties, Settling Insurers, or Settlement Trust 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 1) determining, after Notice and Hearing, that such claim or cause of action (a) is a colorable claim of any kind against the Debtor, the Additional Debtors,

the Settlement Trust, or the Settling Insurers; (b) did not arise prior to the Effective Date of the Joint Plan; and (c) is not a Claim owned by the Debtor or Settling Insurers against such Protected Party, Settling Insurer, or the Settlement Trust and 2) subject in all respects to the Injunctions, specifically authorizing such Enjoined Party to initiate a proceeding to assert such Claim or cause of action against such Protected Party, Settling Insurer, or the Settlement Trust.

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 the 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 the 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 12.15 Ratification of Sale Injunction.** Pursuant to sections 105(a), 363, and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Settling Insurers' Policies free and clear of all Liens, Claims, and Subject Interests pursuant to section 363(f) of the Bankruptcy Code, the Joint Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the injunction of Claims against a Settling Insurer with respect to any Subject Insurance Policy set forth in the Insurance Settlement Order(s) (each, a "Sale Injunction") in all respects. The Sale Injunction(s) are in addition to and independent of the injunctions in Sections 12.4 and 12.5 herein.



**Schedule 3C-2**

**Beneficial Holder Ballot for Bond Claims (Class 6)**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

---

**BENEFICIAL HOLDER BALLOT FOR VOTING ON  
THE JOINT PLAN OF THE DEBTOR AND ADDITIONAL DEBTORS**

**CLASS 6 (Bond Claims against the Debtor)**

**YOU HAVE A RIGHT TO VOTE TO ACCEPT OR REJECT THE JOINT PLAN. You are receiving this Ballot because our records indicate that you are the Beneficial Holder of a Bond Claim in Class 6, as of August 14, 2025 (the "Voting Record Date").**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO  
THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT  
NO LATER THAN OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME)  
(THE "VOTING DEADLINE") IN ACCORDANCE WITH  
THE PROCEDURES DESCRIBED HEREIN**

The Roman Catholic Church of the Archdiocese of New Orleans (the "**Debtor**" or the "**Archdiocese**"), the additional debtors listed on the attached **Schedule 1** (the "**Additional Debtors**"), and the Official Committee of Unsecured Creditors (the "**Creditors' Committee**") are soliciting votes with respect to a jointly proposed plan of reorganization (the "**Joint Plan**"). In addition to this Ballot, you have received a copy of the Joint Plan and a Bankruptcy Court-approved disclosure statement containing adequate information to make an informed decision on whether to accept or reject the Joint Plan (the "**Disclosure Statement**"). The Bankruptcy Court approved the Disclosure Statement but has not yet considered approval of the Joint Plan.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE JOINT PLAN BEFORE  
VOTING, AND YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE VOTING.**

If the Joint Plan is approved by the Bankruptcy Court, it will be binding on you, regardless of whether or not you vote or affirmatively vote to reject the Joint Plan. To have your vote counted, you must complete, sign, and return this Ballot pursuant to the instructions provided by your Nominee so that it is received by the Claims and Voting Agent no later than the Voting Deadline.

**Item 1. Vote on the Joint Plan – COMPLETE THIS SECTION.**

The Beneficial Holder of the Bond Claim(s) in Class 6 set forth below votes to (*check one box below*):

Description	Amount	Vote to accept or reject the Joint Plan:
Bond Claims CUSIP: _____	\$_____	<input type="checkbox"/> ACCEPT (Vote FOR) the Joint Plan <input type="checkbox"/> REJECT (Vote AGAINST) the Joint Plan

You must vote all of your Bond Claims either to accept or reject the Joint Plan. If you do not indicate that you either accept or reject the Joint Plan by checking the applicable box above, your vote will not be counted. If you indicate that you both accept and reject the Joint Plan, your vote will not be counted.

**The above amount may not be the same as the amount included in a filed Proof of Claim, and the above amount excludes accrued interest for voting tabulation purposes.**

**Item 2. Certification of Bond Claims Held in Additional Accounts.**

By completing and returning this Ballot, the Beneficial Holder of the Bond Claims identified in Item 1 certifies that this Ballot is the only Ballot submitted for the Claims in Class 6 identified in Item 1 owned by such Beneficial Holder, except for the Claims identified in the following table. **To be clear, if you hold Claims in Class 6 through one or more Nominees, you must identify all Claims in Class 6 held through your own name and/or each Nominee in the following table, and must indicate the same vote to accept or reject the Joint Plan on all Ballots submitted.**

ONLY COMPLETE ITEM 2 IF YOU HAVE SUBMITTED OTHER BALLOTS ON  
ACCOUNT OF THE SAME VOTING CLASS

Account Number of Other Claims Voted in Class 6	Name of Owner	Principal Amount of Other Claims Voted in Class 6	CUSIP of Other Claims Voted in Class 6	DTC Participant of Other Claims Voted in Class 6
---	---------------	--	--	--

**Class 6 – Bond Claims**


**Item 3. Certifications.**

By executing this Ballot, the undersigned certifies that:

- (a) as of the Voting Record Date, I was the Beneficial Holder (or an authorized signatory for the Beneficial Holder) of the Bond Claim(s) set forth in Item 1 above, and, in either case, I have the full power and authority to vote to accept or reject the Joint Plan;
- (b) the Beneficial Holder has received a copy of the Disclosure Statement and the remainder of the Solicitation Package;

- (c) the Beneficial Holder understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot or Master Ballot voting the Claim and received by the Claims and Voting Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Voting Agent;
- (d) the Beneficial Holder understands and acknowledges that the Claims and Voting Agent may verify the amount of the Claims in Class 6 set forth in Item 1 held by the Beneficial Holder as of the Voting Record Date with any Nominee through which the Beneficial Holder holds its Claims in Class 6 set forth in Item 1, and by returning an executed Ballot the Beneficial Holder directs any such Nominee to provide any information or comply with any actions requested by the Claims and Voting Agent to verify the amount set forth in Item 1 hereof. In the event of a discrepancy regarding such amount that cannot be timely reconciled without undue effort on the part of the Claims and Voting Agent, the amount shown on the records of the Nominee, if applicable, or the Debtor's records shall control; and
- (e) the Beneficial Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Beneficial Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Beneficial Holder and shall not be affected by, and shall survive, the death or incapacity of the Beneficial Holder.

Name of Beneficial Holder: _____ (Print or Type)
DTC Participant Number: _____
Signature: _____
Name of Signatory: _____ (If other than Beneficial Holder)
Title (and capacity, if other than Beneficial Holder): _____
Address: _____
Telephone Number: _____
Email Address: _____
Date Completed: _____

**THE VOTING DEADLINE IS OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME).**

**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO THE CLAIMS AND VOTING AGENT (DONLIN RECANO & COMPANY, LLC), PLEASE COMPLETE AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT BY THE VOTING DEADLINE.**

**IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED**

**BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT ON OR BEFORE THE VOTING DEADLINE.**

**IF YOU HAVE ANY QUESTIONS ABOUT THIS BALLOT OR THE PLAN SOLICITATION OR YOU NEED ADDITIONAL VOTING MATERIALS, PLEASE CONTACT THE CLAIMS AND VOTING AGENT TOLL FREE AT 1-877-476-4389 OR VIA EMAIL AT DRCVOTE@ANGEIONGROUP.COM. IF YOU HAVE QUESTIONS ABOUT THE VOTING PROCEDURES, PLEASE CONTACT YOUR NOMINEE. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.**

**Voting Instructions for Bond Claims (Class 6)**

1. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Joint Plan in Item 1 of the Ballot; and (c) **sign and return the Ballot in accordance with the instructions received, so that this Ballot (if “pre-validated” by your Nominee) or a Master Ballot (cast on your behalf) is actually received by the Claims and Voting Agent by the Voting Deadline.** If you are returning your Ballot to the Nominee that provided you with this Ballot, your completed Ballot must be sent to your Nominee, allowing sufficient time for your Nominee to receive your Ballot, complete a Master Ballot, and transmit the Master Ballot to the Claims and Voting Agent so that it is actually received by the Voting Deadline. Your Nominee is authorized to disseminate Solicitation Packages and voting instructions to, and collect voting information from, Beneficial Holders according to its customary practices.
2. **The Claims and Voting Agent will not accept Beneficial Holder Ballots by facsimile or other electronic means (other than by email to DRCVote@angeiongroup.com for pre-validated Beneficial Holder Ballots and Master Ballots only).** If you are directed by your Nominee to submit the Beneficial Holder Ballot to the Nominee via electronic means, such instructions to your Nominee shall have the same effect as if you had completed and returned a physical Beneficial Holder Ballot, including all certifications,
3. Unless the Ballot being furnished is timely submitted on or before October 29, 2025, at 11:59 p.m. Central Time (or as the same may be extended, in writing, by the Plan Proponents), the Plan Proponents will reject such Ballot as invalid and, therefore, will not count it in connection with Confirmation of the Joint Plan.
4. The Debtor will File with the Bankruptcy Court by on or before November 6, 2025, a voting report (the “**Voting Report**”). Among other things, the Voting Report will delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or any other electronic means (other than by email to DRCVote@angeiongroup.com), or damaged (collectively, in each case, the “**Irregular Ballots**”). The Voting Report will indicate the Plan Proponents’ intentions with regard to each Irregular Ballot.
5. The method of delivery of Ballots to the Claims and Voting Agent is at the election and risk of each Creditor. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Voting Agent **actually receives** the originally executed Ballot.
6. An executed Ballot is required to be submitted by the Entity submitting such Ballot.
7. Delivery of a Ballot to the Claims and Voting Agent by facsimile, electronic email, or any electronic means (other than by email to DRCVote@angeiongroup.com) will not be valid.
8. No Ballot should be sent to any Plan Proponent, the Plan Proponents’ agents (other than the Claims and Voting Agent), or the Plan Proponents’ financial or legal advisors, and, if so sent, will not be counted.
9. If multiple Ballots are received from the same Creditor with respect to the same Claim before the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter’s intent and will supersede and revoke any prior received Ballot.
10. Creditors must vote all of their Claims within a particular Class either to accept or reject the Joint Plan, and may not split any votes. Accordingly, a Ballot that attempts to partially reject and partially accept the Joint Plan will not be counted.

11. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Voting Agent, the Plan Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Creditor.
12. If a Claim has been estimated or otherwise Allowed only for voting purposes by Order of the Bankruptcy Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of Allowance or Distribution.
13. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Plan Proponents.
14. A Ballot does not constitute, and will not be deemed to be, (a) a Proof of Claim, or (b) an assertion or admission of a Claim.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND VOTING AGENT AT:**

**U.S. TOLL FREE: 1-877-476-4389**

**OR EMAIL [DRCVOTE@ANGEIONGROUP.COM](mailto:DRCVOTE@ANGEIONGROUP.COM)**

**IF THE CLAIMS AND VOTING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT (IF “PRE-VALIDATED” BY YOUR NOMINEE) ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME), THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.**

**IF YOU ARE RETURNING YOUR BALLOT TO THE NOMINEE THAT PROVIDED YOU WITH THIS BALLOT, YOUR COMPLETED BALLOT MUST BE SENT TO YOUR NOMINEE, ALLOWING SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR BALLOT, COMPLETE A MASTER BALLOT, AND TRANSMIT THE MASTER BALLOT TO THE CLAIMS AND VOTING AGENT SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING DEADLINE.**

**SCHEDULE 1**

**ADDITIONAL DEBTORS**

**I. Archdiocesan Parishes**

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana<sup>1</sup>
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana
8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana
11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, formerly known as St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
38. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
40. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana

---

<sup>1</sup> Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.



41. St. Agnes Roman Catholic Church, Jefferson, Louisiana
42. St. Alphonsus Roman Catholic Church, New Orleans, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
56. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
57. St. Christopher Roman Catholic Church, Metairie, Louisiana
58. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
59. St. Cletus Roman Catholic Church, Gretna, Louisiana
60. St. David Roman Catholic Church, New Orleans, Louisiana
61. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
62. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
63. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
64. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
65. St. Genevieve Roman Catholic Church, Slidell, Louisiana
66. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
67. St. Jerome Roman Catholic Church, Kenner, Louisiana
68. St. Joachim Roman Catholic Church, Marrero, Louisiana
69. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
70. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
71. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
72. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
73. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
74. St. Joseph Roman Catholic Church, Algiers, Louisiana
75. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
76. St. Joseph's Roman Catholic Church, Gretna, Louisiana
77. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
78. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
79. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
80. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
81. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
82. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
83. St. Mark Roman Catholic Church, Ama, Louisiana
84. St. Martha Roman Catholic Church, Harvey, Louisiana
85. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
86. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
87. St. Mary's Roman Catholic Church, New Orleans, Louisiana
88. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana

89. St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
90. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
91. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
92. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
93. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
94. St. Peter Roman Catholic Church, Reserve, Louisiana
95. St. Peter's Roman Catholic Church, Covington, Louisiana
96. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
97. St. Pius X Roman Catholic Church, New Orleans, Louisiana
98. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
99. St. Rita Roman Catholic Church, Harahan, Louisiana
100. St. Rita Roman Catholic Church, New Orleans, Louisiana
101. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana<sup>2</sup>
102. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
103. The Congregation of St. Rita Roman Catholic Church of Harahan
104. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

## **II. Suppressed Archdiocesan Parishes<sup>3</sup>**

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.

---

<sup>2</sup> As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

<sup>3</sup> The Suppressed Archdiocesan Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved, and may own property.

Following Hurricane Katrina, the operations of certain of the Suppressed Archdiocesan Parishes were combined with Archdiocesan Parishes. In 2024, in the ongoing aftermath of Hurricane Ida and a result of storm damage, the shift of demographics and Catholic population, decreased or low Mass attendance, sacramental statistics, and financial difficulties encountered, the following additional Suppressed Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert, Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Roman Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul II Roman Catholic Church, Waggaman, Louisiana; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged into St. Patrick's Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

3. Immaculate Heart of Mary, Inc.
4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
10. St. Ann, New Orleans, Louisiana, Inc.
11. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
12. St. Frances Xavier Cabrini, Inc.
13. St. Francis de Salles, Inc.
14. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
15. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
16. St. Henry's, Inc.
17. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
18. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
19. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
20. St. John the Baptist, New Orleans, Louisiana, Inc.
21. St. Julian Eymard, Inc.
22. St. Lawrence the Martyr, Inc.
23. St. Louise de Marillac, Inc.
24. St. Maurice, Inc.
25. St. Monica, Inc.
26. St. Philip the Apostle, Inc.
27. St. Raymond's, Inc.
28. St. Rose of Lima, Inc.
29. St. Theresa of Avila, Inc., formerly known as St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
30. St. Theresa of the Child Jesus, Inc.
31. The Congregation of Saints Peter and Paul Roman Catholic Church
32. The Congregation of St. Cecelia Roman Catholic Church
33. The Congregation of the Annunciation Roman Catholic Church
34. The Congregation of the Holy Trinity Roman Catholic Church

### **III. Archdiocesan Agencies**

1. Archdiocesan Spirituality Center
2. Catholic Charities Archdiocese of New Orleans
3. Catholic Charities Children's Day Care Centers
4. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
5. Clarion Herald Publishing Company
6. Korean Catholic Community of New Orleans, Inc.
7. Notre Dame Seminary
8. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
9. Pace Greater New Orleans
10. Padua House (merged into Catholic Charities Archdiocese of New Orleans)

11. Philmat, Inc.
12. Project Lazarus
13. Roman Catholic Center of Jesus the Lord
14. School Food and Nutrition Services of New Orleans, Inc.
15. Second Harvest Food Bank of Greater New Orleans and Acadiana
16. St. Jude Community Center, Inc.
17. St. Michael Special School
18. St. Thérèse Catholic Academy
19. The Society for the Propagation of the Faith, Archdiocese of New Orleans

## **SCHEDULE 2**

### **ART. 12 EXCERPTS**

#### **[JOINT PLAN SECTIONS 12.2, 12.3, 12.4, 12.5, 12.8, & 12.15]**

##### **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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of, all Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Debtor will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and all Abuse Claims asserted against the Archdiocesan Schools are discharged and released in accordance with the preceding paragraph.

In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(a) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing a Non-Settling Insurer of its duty to defend and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party or Settling Insurer due, in whole or in part, to the Debtor's or the Reorganized Archdiocese's breach of its Post-Effective Date Insurance Obligations, the Debtor and/or the Reorganized Archdiocese shall be liable for any such breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and the Debtor and the Reorganized Archdiocese shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and the Reorganized Archdiocese shall have the right at their respective discretion to intervene and be heard as parties-in-interest in any Action related to an Abuse Claim in which (i) the Debtor's or the Reorganized Archdiocese's Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Setting Insurer to defend**

**and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party, are implicated, disputed, or otherwise raised.**

**(b) *Discharge of the Additional Debtors.*** 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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of all Claims of any nature whatsoever against or in the Additional Debtors or any of their assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Additional Debtors will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Additional Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Parish Schools are not separate Entities from the Additional Debtors, and all Abuse Claims asserted against the Parish Schools are discharged and released in accordance with the preceding paragraph.

If any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(b) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing any Non-Settling Insurer of its duty to defend and/or indemnify an Additional Debtor (or Additional Debtors), a Reorganized Additional Debtor (or Reorganized Additional Debtors), or any other Covered Party or Settling Insurer due, in whole or in part, to such Additional Debtor's(s') or such Reorganized Additional Debtor's(s') breach of its (or their) Post-Effective Date Insurance Obligations, then such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall be liable for any breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and such Reorganized Additional Debtor (or Reorganized Additional Debtors) shall have the right at their respective discretion to intervene and be heard at any time as parties-in-interest in any Action related to an Abuse Claim in which (i) the Additional Debtor's (or Additional Debtors') or the Reorganized Additional Debtor's(s') Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Settling Insurer to defend and/or indemnify the Additional Debtors, the Reorganized Additional Debtors, or any other Covered Party, are implicated, disputed, or otherwise raised.**

(c) *Discharge Injunction – Debtor.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor, the Reorganized Archdiocese, or the property of the Debtor or the Reorganized Archdiocese. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Debtor pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor or the Reorganized Archdiocese at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and the discharge injunction set forth in the preceding paragraph will include the Archdiocesan Schools and will apply to all discharged Claims against the Archdiocesan Schools.

(d) *Discharge Injunction – Additional Debtors.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in any Additional Debtors or any of the assets or properties of any Additional Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Additional Debtors, the Reorganized Additional Debtors, or the property of the Additional Debtors or Reorganized Additional Debtors. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Additional Debtors pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Additional Debtors or the Reorganized Additional Debtors at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Parish Schools are not separate Entities from the applicable Additional Debtors, and the discharge injunction set forth in the preceding paragraph will include the Parish Schools and will apply to all discharged Claims against the Parish Schools.

### **Section 12.3 Exculpations and Limitation of Liability, and Exculpation Injunction.**

(a) From and after the Effective Date, to the maximum extent permitted by law, no Exculpated Party will have or incur any liability for, and each Exculpated Party will be released from, any Claims, Causes of Action, or liability, and each Exculpated Party is hereby exculpated from any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, Estate Cause of Action, remedy, loss, and liability for conduct occurring on or after the applicable Archdiocese's Petition Date or the Additional Debtors' Petition Date in connection with or arising out of: (a) the Filing and administration of any Chapter 11 Cases; (b) the negotiation and pursuit of the Disclosure Statement, the Joint Plan, or the Plan Documents, as well as the solicitation of votes for, or Confirmation of, the Joint Plan; (c) the funding or consummation of the Joint Plan, the Settlement Trust, the Plan Documents, or any related agreements, instruments, or other documents, as well as any offer, issuance, and/or Distribution under the Joint Plan or any Settlement Trust Distributions or other disbursements made by the Settlement Trust, whether or not such Distributions, Settlement Trust Distributions, or other disbursements occur following the Effective Date; (d) the implementation of the Joint Plan; and (e) any negotiations, transactions, and

documentation in connection with the foregoing clauses (a)-(d); provided, however, the foregoing will not apply to any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct. The Exculpations will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Joint Plan, which protect such Exculpated Parties from liability.

(b) The Exculpated Parties have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and any distribution of consideration made pursuant to the Joint Plan or Settlement Trust and, therefore, are not, and on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Joint Plan, any Distributions made pursuant to the Joint Plan, or any Settlement Trust Distributions or other disbursements made by the Settlement Trust.

(c) As of the Effective Date, all Creditors are, and will be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, any Entity described in section 1125(e) or its or their property or successors or assigns on account of or based on the subject matter of such Claims, whether directly or indirectly, derivatively or otherwise with respect to any liability or obligation for which an Exculpated Party is discharged, exculpated, or released under the Joint Plan (which, as set forth in this Section 12.3(a) does not include any liability or obligation arising out of or related to acts or omissions of such Exculpated Party that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, Action, or other proceeding (including any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other Order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien or encumbrance; and/or (v) setting off, seeking reimbursement, contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged or released under the Joint Plan.

**Section 12.4 Channeling Injunction Regarding Abuse Claims against the Protected Parties and Settling Insurers.** In consideration of the undertakings of the Protected Parties and Settling Insurers, their respective contributions to the Settlement Trust, and other consideration, and, where applicable, pursuant to their respective settlements with the Debtor and/or any Additional Debtors and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in section 1141 and 524 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

(a) Any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims;

(b) all Entities that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claims against the Protected Parties and Settling Insurers will be permanently and forever stayed, restrained, enjoined, and barred from taking any action, directly or indirectly, for the purpose of asserting, enforcing, collecting,



recovering, or receiving payments, satisfaction, or recovery from any Protected Party or any of the Settling Insurers, including:

- (i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Channeled Claim against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer;
- (ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iii) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iv) asserting, implementing, or effectuating any Channeled Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Protected Party or Settling Insurer, (B) any Protected Party or Settling Insurer, or (C) any property or interest in property of any Protected Party or Settling Insurer; and
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

(c) The foregoing Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this Section 12.4 of the Joint Plan will inure to the benefit of the Protected Parties and the Settling Insurers. In a successful action to enforce the injunctive provisions of this Section 12.4 of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.

(d) Notwithstanding anything to the contrary in Section 12.4 of the Joint Plan, the Channeling Injunction will not enjoin the following:

- (i) the right of any Entity to the treatment afforded to such Entity under the Joint Plan;
- (ii) the right of any Entity to assert any Claim for payment of Settlement Trust expenses solely against the Settlement Trust;
- (iii) the Settlement Trustee's enforcing rights under the Settlement Trust Documents;
- (iv) the Settling Insurers' enforcing rights under the Insurance Settlement Agreements;

- (v) the rights of the Settlement Trust, the Settlement Trustee, Abuse Claimants, Covered Parties, the Reorganized Archdiocese, and the Reorganized Additional Debtors (in each case, to the extent permitted or required under the Joint Plan) to prosecute any Claims against the Non-Settling Insurers based on or arising from the Non-Settling Insurance Rights Transfer or otherwise; or
- (vi) the rights of the Covered Parties with respect to Non-Insurer Contribution Claims against, or with respect to, the Settlement Trust.

**Section 12.5 *Supplemental Settling Insurers' Injunction.*** Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Joint Plan, including the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to section 363(f) of the Bankruptcy Code and the Insurance Settlement Orders, any and all Entities who have held, now hold, or who may in the future hold any Claims against any Protected Party, any Covered Party, or any Settling Insurer, which, directly or indirectly, relate to, any of the Settling Insurers' Policies, are hereby permanently and forever stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, collect, or recover, or attempt to assert, enforce, collect, or recover, any such Claim against any Settling Insurer, and/or any Settling Insurers' Policies, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Claim against any Settling Insurer, or any property or interest in property of any Settling Insurer;
- (b) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to any such Claim;
- (c) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to such Claim;
- (d) asserting, implementing, or effectuating any Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Settling Insurer, (B) any Settling Insurer, or (C) any property or interest in property of any Settling Insurers; and
- (e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

The Supplemental Settling Insurers' Injunction will not apply to the rights of any Settling Insurer to any reinsurance recoveries, as provided in Section 7.1(f) of the Joint Plan.

**Section 12.8 *Gatekeeper Injunction.*** Subject in all respects to Article 12 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 of the Covered Parties, Settling Insurers, or Settlement Trust 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 1) determining, after Notice and Hearing, that such claim or cause of action (a) is a colorable claim of any kind against the Debtor, the Additional Debtors,

the Settlement Trust, or the Settling Insurers; (b) did not arise prior to the Effective Date of the Joint Plan; and (c) is not a Claim owned by the Debtor or Settling Insurers against such Protected Party, Settling Insurer, or the Settlement Trust and 2) subject in all respects to the Injunctions, specifically authorizing such Enjoined Party to initiate a proceeding to assert such Claim or cause of action against such Protected Party, Settling Insurer, or the Settlement Trust.

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 the 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 the 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 12.15 Ratification of Sale Injunction.** Pursuant to sections 105(a), 363, and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Settling Insurers' Policies free and clear of all Liens, Claims, and Subject Interests pursuant to section 363(f) of the Bankruptcy Code, the Joint Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the injunction of Claims against a Settling Insurer with respect to any Subject Insurance Policy set forth in the Insurance Settlement Order(s) (each, a "Sale Injunction") in all respects. The Sale Injunction(s) are in addition to and independent of the injunctions in Sections 12.4 and 12.5 herein.

**Schedule 3D**

**Ballot for General Unsecured Claims and  
Unsecured Trade Claims—Debtor (Class 7)**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

---

BALLOT FOR VOTING ON  
THE JOINT PLAN OF THE DEBTOR AND ADDITIONAL DEBTORS

CLASS 7  
(General Unsecured Claims and Unsecured Trade Claims—Debtor)

**YOU HAVE A RIGHT TO VOTE TO ACCEPT OR REJECT THE JOINT PLAN. You are receiving this Ballot because our records indicate that you may be a Creditor who holds a General Unsecured Claim or an Unsecured Trade Claim against the Debtor in Class 7, as of August 14, 2025 (the “Voting Record Date”).**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT.

THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO  
THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT  
NO LATER THAN OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME)  
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH  
THE PROCEDURES DESCRIBED HEREIN

The Roman Catholic Church of the Archdiocese of New Orleans (the “**Debtor**” or the “**Archdiocese**”), the additional debtors listed on the attached Schedule 1 (the “**Additional Debtors**”), and the Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”) are soliciting votes with respect to a jointly proposed plan of reorganization (the “**Joint Plan**”). In addition to this Ballot, you have received a copy of the Joint Plan and a Bankruptcy Court-approved disclosure statement containing adequate information to make an informed decision on whether to accept or reject the Joint Plan (the “**Disclosure Statement**”). The Bankruptcy Court approved the Disclosure Statement but has not yet considered approval of the Joint Plan.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE JOINT PLAN BEFORE VOTING, AND YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE VOTING.**

If the Joint Plan is approved by the Bankruptcy Court, it will be binding on you, regardless of whether or not you vote or affirmatively vote to reject the Joint Plan. To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Claims and Voting Agent on or before **October 29, 2025, at 11:59 p.m. (Central Time)**.

**Item 1. Amount of Claim.**

The undersigned certifies that, as of the Voting Record Date, the Creditor identified below held a General Unsecured Claim or an Unsecured Trade Claim against the Debtor (Class 7) in the following unpaid amount (*insert unpaid amount in box below if not already completed*):

\$ _____
----------

**Item 2. Vote on Joint Plan.**

The Creditor who holds the Claim against the Debtor set forth in Item 1 above votes to (*check one box below*):

<input type="checkbox"/> <b><u>ACCEPT</u></b> (vote FOR) the Joint Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Joint Plan
---	---

**Item 3. Convenience Class Election.**

If the amount of the Claim identified in Item 1 above exceeds \$50,000, the Creditor may elect to have the Claim treated as a Convenience Claim by checking the box below. Upon making the Convenience Class Election, the Creditor affirmatively and irrevocably waives its right to treatment of the Claim under Section 4.7(a)(i) of the Joint Plan and is deemed to vote to accept the Joint Plan.

*Check the box below if you wish to have your Claim treated as a Convenience Claim in Class 7:*

<input type="checkbox"/> <b>I voluntarily elect to have my Claim treated as a Convenience Claim in Class 7.</b>
---

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies that:

- (a) I am the Creditor (or an authorized signatory for the Creditor) holding the Class 7 Claim being voted in Item 1 above, and, in either case, I have the full power and authority to vote to accept or reject the Joint Plan;
- (b) The Creditor has received a copy of the Disclosure Statement and the remainder of the Solicitation Package;
- (c) The Creditor has cast the same vote with respect to all Claims in Class 7; and
- (d) No other Ballots with respect to the amount of the Class 7 Claim identified in Item 1 above have been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked.

Name of Creditor: _____ (Print or Type)
--

Signature: _____
Name of Signatory: _____ (If other than Creditor)
Title, if any: _____
Address: _____
Telephone Number: _____
Email Address: _____
Date Completed: _____

**Instructions for Submitting Your Ballot**

**AS DESCRIBED BELOW, YOU MAY SUBMIT YOUR BALLOT ONLINE VIA THE CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL.**

**IF YOU WOULD LIKE TO RETURN A PAPER COPY OF THIS BALLOT (INSTEAD OF SUBMITTING YOUR BALLOT ONLINE), PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) PROMPTLY BY FIRST CLASS MAIL TO:**

**Donlin, Recano & Company, LLC, c/o Angeion Group  
Re: The Roman Catholic Church of the Archdiocese of New Orleans  
Attn: Voting Department  
P.O. Box 2053  
New York, NY 10272- 2042  
(A pre-addressed, postage pre-paid envelope is provided.)**

**OR BY OVERNIGHT COURIER, 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**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT ON OR BEFORE THE VOTING DEADLINE OF OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME).**

**YOU MAY ALSO SUBMIT YOUR BALLOT ONLINE VIA THE CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL IN ACCORDANCE WITH THE INSTRUCTIONS BELOW.**

To submit your Ballot via the Claims and Voting Agent's online portal, please visit <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique eBallot ID#: \_\_\_\_\_

The Claims and Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots submitted by facsimile, email, or other means of electronic transmission will not be accepted or counted.**

Each eBallot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot.

Creditors who cast a Ballot using the Claims and Voting Agent's online portal should **NOT** also submit a paper Ballot.

**If you have any questions, please contact the Claims and Voting Agent:**

(i) by calling 1-877-476-4389 (toll free); and/or (ii) by emailing [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).



**Voting Instructions for General Unsecured Claims and Unsecured Trade Claims—Debtor (Class 7)**

1. Ballots must be delivered to the Claims and Voting Agent (i) at an appropriate address listed above; or (ii) via the Claims and Voting Agent's E-Balloting Portal by visiting <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>, clicking on the "E-Ballot" link and following the instructions set forth on the website. Holders of Claims entitled to vote are encouraged to submit their Ballot via the E-Balloting Portal. Please choose only one method of submitting your Ballot. If you choose to submit your Ballot via the E-Balloting Portal, DO NOT also submit a paper Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) make sure that the information required by Item 1 has been inserted (if you do not know the amount of your Claim, please contact the Claims and Voting Agent); (b) clearly indicate your decision either to accept or reject the Joint Plan in the boxes provided in Item 2 of the Ballot (unless you have selected the Convenience Class Election in Item 3); and (c) sign, date, and return an original of your Ballot to the applicable address listed above. A Ballot submitted by the E-Balloting Portal shall be deemed to bear an original signature.
3. Unless the Ballot being furnished is timely submitted on or before October 29, 2025, at 11:59 p.m. Central Time (or as the same may be extended, in writing, by the Plan Proponents), the Plan Proponents will reject such Ballot as invalid and, therefore, will not count it in connection with Confirmation of the Joint Plan.
4. The Debtor will File with the Bankruptcy Court by on or before November 6, 2025, a voting report (the "**Voting Report**"). Among other things, the Voting Report will describe every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or any other electronic means (other than the E-Balloting Portal), or damaged (collectively, in each case, the "**Irregular Ballots**"). The Voting Report will indicate the Plan Proponents' intentions regarding each Irregular Ballot.
5. The method of delivery of Ballots to the Claims and Voting Agent is at the election and risk of each Creditor. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Voting Agent actually receives the originally executed Ballot or the E-Ballot is submitted through the E-Balloting Portal. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Creditors use an overnight or hand delivery service if not using the E-Balloting Portal. In all cases, Creditors should allow sufficient time to assure timely delivery.
6. An executed Ballot is required to be submitted by the Entity submitting such Ballot.
7. Delivery of a Ballot to the Claims and Voting Agent by facsimile, electronic email, or any electronic means (other than the E-Balloting Portal) will not be valid.
8. No Ballot should be sent to any Plan Proponent, the Plan Proponents' agents (other than the Claims and Voting Agent), or the Plan Proponents' financial or legal advisors, and, if so sent, will not be counted.
9. If multiple Ballots are received from the same Creditor with respect to the same Claim before the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot.

10. Creditors must vote all of their Claims within a particular Class either to accept or reject the Joint Plan, and may not split any votes. Accordingly, a Ballot that attempts to partially reject and partially accept the Joint Plan will not be counted.
11. The Creditor must sign the Ballot. If, however, you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Voting Agent, the Plan Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Creditor. For the avoidance of doubt, a Ballot submitted by the E-Balloting Portal shall be deemed to bear an original signature.
12. If a Claim has been estimated or otherwise Allowed only for voting purposes by Order of the Bankruptcy Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of Allowance or Distribution.
13. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Plan Proponents.
14. Your Ballot does not constitute, and will not be deemed to be, (a) a Proof of Claim, or (b) an assertion or admission of a Claim.

**IF THE CLAIMS AND VOTING AGENT DOES NOT ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME), THEN YOUR VOTE WILL NOT BE COUNTED.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION REGARDING OR ON BEHALF OF THE DEBTOR OR ADDITIONAL DEBTORS, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.**

**SCHEDULE 1**

**ADDITIONAL DEBTORS**

**I. Archdiocesan Parishes**

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana<sup>1</sup>
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana
8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana
11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, formerly known as St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
38. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
40. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana

---

<sup>1</sup> Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

41. St. Agnes Roman Catholic Church, Jefferson, Louisiana
42. St. Alphonsus Roman Catholic Church, New Orleans, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
56. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
57. St. Christopher Roman Catholic Church, Metairie, Louisiana
58. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
59. St. Cletus Roman Catholic Church, Gretna, Louisiana
60. St. David Roman Catholic Church, New Orleans, Louisiana
61. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
62. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
63. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
64. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
65. St. Genevieve Roman Catholic Church, Slidell, Louisiana
66. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
67. St. Jerome Roman Catholic Church, Kenner, Louisiana
68. St. Joachim Roman Catholic Church, Marrero, Louisiana
69. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
70. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
71. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
72. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
73. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
74. St. Joseph Roman Catholic Church, Algiers, Louisiana
75. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
76. St. Joseph's Roman Catholic Church, Gretna, Louisiana
77. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
78. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
79. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
80. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
81. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
82. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
83. St. Mark Roman Catholic Church, Ama, Louisiana
84. St. Martha Roman Catholic Church, Harvey, Louisiana
85. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
86. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
87. St. Mary's Roman Catholic Church, New Orleans, Louisiana
88. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana

89. St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
90. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
91. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
92. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
93. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
94. St. Peter Roman Catholic Church, Reserve, Louisiana
95. St. Peter's Roman Catholic Church, Covington, Louisiana
96. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
97. St. Pius X Roman Catholic Church, New Orleans, Louisiana
98. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
99. St. Rita Roman Catholic Church, Harahan, Louisiana
100. St. Rita Roman Catholic Church, New Orleans, Louisiana
101. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana<sup>2</sup>
102. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
103. The Congregation of St. Rita Roman Catholic Church of Harahan
104. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

## II. Suppressed Archdiocesan Parishes<sup>3</sup>

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.

---

<sup>2</sup> As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

<sup>3</sup> The Suppressed Archdiocesan Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved, and may own property.

Following Hurricane Katrina, the operations of certain of the Suppressed Archdiocesan Parishes were combined with Archdiocesan Parishes. In 2024, in the ongoing aftermath of Hurricane Ida and a result of storm damage, the shift of demographics and Catholic population, decreased or low Mass attendance, sacramental statistics, and financial difficulties encountered, the following additional Suppressed Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert, Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Roman Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul II Roman Catholic Church, Waggaman, Louisiana; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged into St. Patrick's Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

3. Immaculate Heart of Mary, Inc.
4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
10. St. Ann, New Orleans, Louisiana, Inc.
11. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
12. St. Frances Xavier Cabrini, Inc.
13. St. Francis de Salles, Inc.
14. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
15. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
16. St. Henry's, Inc.
17. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
18. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
19. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
20. St. John the Baptist, New Orleans, Louisiana, Inc.
21. St. Julian Eymard, Inc.
22. St. Lawrence the Martyr, Inc.
23. St. Louise de Marillac, Inc.
24. St. Maurice, Inc.
25. St. Monica, Inc.
26. St. Philip the Apostle, Inc.
27. St. Raymond's, Inc.
28. St. Rose of Lima, Inc.
29. St. Theresa of Avila, Inc., formerly known as St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
30. St. Theresa of the Child Jesus, Inc.
31. The Congregation of Saints Peter and Paul Roman Catholic Church
32. The Congregation of St. Cecelia Roman Catholic Church
33. The Congregation of the Annunciation Roman Catholic Church
34. The Congregation of the Holy Trinity Roman Catholic Church

### **III. Archdiocesan Agencies**

1. Archdiocesan Spirituality Center
2. Catholic Charities Archdiocese of New Orleans
3. Catholic Charities Children's Day Care Centers
4. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
5. Clarion Herald Publishing Company
6. Korean Catholic Community of New Orleans, Inc.
7. Notre Dame Seminary
8. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
9. Pace Greater New Orleans
10. Padua House (merged into Catholic Charities Archdiocese of New Orleans)

11. Philmat, Inc.
12. Project Lazarus
13. Roman Catholic Center of Jesus the Lord
14. School Food and Nutrition Services of New Orleans, Inc.
15. Second Harvest Food Bank of Greater New Orleans and Acadiana
16. St. Jude Community Center, Inc.
17. St. Michael Special School
18. St. Thérèse Catholic Academy
19. The Society for the Propagation of the Faith, Archdiocese of New Orleans

**SCHEDULE 2**

**ART. 12 EXCERPTS**

**[JOINT PLAN SECTIONS 12.2, 12.3, 12.4, 12.5, 12.8, & 12.15]**

**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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of, all Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Debtor will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and all Abuse Claims asserted against the Archdiocesan Schools are discharged and released in accordance with the preceding paragraph.

In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(a) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing a Non-Settling Insurer of its duty to defend and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party or Settling Insurer due, in whole or in part, to the Debtor's or the Reorganized Archdiocese's breach of its Post-Effective Date Insurance Obligations, the Debtor and/or the Reorganized Archdiocese shall be liable for any such breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and the Debtor and the Reorganized Archdiocese shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and the Reorganized Archdiocese shall have the right at their respective discretion to intervene and be heard as parties-in-interest in any Action related to an Abuse Claim in which (i) the Debtor's or the Reorganized Archdiocese's Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Setting Insurer to defend**



**and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party, are implicated, disputed, or otherwise raised.**

**(b) *Discharge of the Additional Debtors.*** 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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of all Claims of any nature whatsoever against or in the Additional Debtors or any of their assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Additional Debtors will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Additional Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Parish Schools are not separate Entities from the Additional Debtors, and all Abuse Claims asserted against the Parish Schools are discharged and released in accordance with the preceding paragraph.

If any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(b) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing any Non-Settling Insurer of its duty to defend and/or indemnify an Additional Debtor (or Additional Debtors), a Reorganized Additional Debtor (or Reorganized Additional Debtors), or any other Covered Party or Settling Insurer due, in whole or in part, to such Additional Debtor's(s') or such Reorganized Additional Debtor's(s') breach of its (or their) Post-Effective Date Insurance Obligations, then such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall be liable for any breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and such Reorganized Additional Debtor (or Reorganized Additional Debtors) shall have the right at their respective discretion to intervene and be heard at any time as parties-in-interest in any Action related to an Abuse Claim in which (i) the Additional Debtor's (or Additional Debtors') or the Reorganized Additional Debtor's(s') Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Setting Insurer to defend and/or indemnify the Additional Debtors, the Reorganized Additional Debtors, or any other Covered Party, are implicated, disputed, or otherwise raised.**

(c) *Discharge Injunction – Debtor.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor, the Reorganized Archdiocese, or the property of the Debtor or the Reorganized Archdiocese. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Debtor pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor or the Reorganized Archdiocese at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and the discharge injunction set forth in the preceding paragraph will include the Archdiocesan Schools and will apply to all discharged Claims against the Archdiocesan Schools.

(d) *Discharge Injunction – Additional Debtors.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in any Additional Debtors or any of the assets or properties of any Additional Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Additional Debtors, the Reorganized Additional Debtors, or the property of the Additional Debtors or Reorganized Additional Debtors. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Additional Debtors pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Additional Debtors or the Reorganized Additional Debtors at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Parish Schools are not separate Entities from the applicable Additional Debtors, and the discharge injunction set forth in the preceding paragraph will include the Parish Schools and will apply to all discharged Claims against the Parish Schools.

### **Section 12.3 Exculpations and Limitation of Liability, and Exculpation Injunction.**

(a) From and after the Effective Date, to the maximum extent permitted by law, no Exculpated Party will have or incur any liability for, and each Exculpated Party will be released from, any Claims, Causes of Action, or liability, and each Exculpated Party is hereby exculpated from any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, Estate Cause of Action, remedy, loss, and liability for conduct occurring on or after the applicable Archdiocese's Petition Date or the Additional Debtors' Petition Date in connection with or arising out of: (a) the Filing and administration of any Chapter 11 Cases; (b) the negotiation and pursuit of the Disclosure Statement, the Joint Plan, or the Plan Documents, as well as the solicitation of votes for, or Confirmation of, the Joint Plan; (c) the funding or consummation of the Joint Plan, the Settlement Trust, the Plan Documents, or any related agreements, instruments, or other documents, as well as any offer, issuance, and/or Distribution under the Joint Plan or any Settlement Trust Distributions or other disbursements made by the Settlement Trust, whether or not such Distributions, Settlement Trust Distributions, or other disbursements occur following the Effective Date; (d) the implementation of the Joint Plan; and (e) any negotiations, transactions, and

documentation in connection with the foregoing clauses (a)-(d); provided, however, the foregoing will not apply to any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct. The Exculpations will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Joint Plan, which protect such Exculpated Parties from liability.

(b) The Exculpated Parties have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and any distribution of consideration made pursuant to the Joint Plan or Settlement Trust and, therefore, are not, and on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Joint Plan, any Distributions made pursuant to the Joint Plan, or any Settlement Trust Distributions or other disbursements made by the Settlement Trust.

(c) As of the Effective Date, all Creditors are, and will be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, any Entity described in section 1125(e) or its or their property or successors or assigns on account of or based on the subject matter of such Claims, whether directly or indirectly, derivatively or otherwise with respect to any liability or obligation for which an Exculpated Party is discharged, exculpated, or released under the Joint Plan (which, as set forth in this Section 12.3(a) does not include any liability or obligation arising out of or related to acts or omissions of such Exculpated Party that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, Action, or other proceeding (including any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other Order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien or encumbrance; and/or (v) setting off, seeking reimbursement, contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged or released under the Joint Plan.

**Section 12.4 Channeling Injunction Regarding Abuse Claims against the Protected Parties and Settling Insurers.** In consideration of the undertakings of the Protected Parties and Settling Insurers, their respective contributions to the Settlement Trust, and other consideration, and, where applicable, pursuant to their respective settlements with the Debtor and/or any Additional Debtors and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in section 1141 and 524 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

(a) Any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims;

(b) all Entities that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claims against the Protected Parties and Settling Insurers will be permanently and forever stayed, restrained, enjoined, and barred from taking any action, directly or indirectly, for the purpose of asserting, enforcing, collecting,

recovering, or receiving payments, satisfaction, or recovery from any Protected Party or any of the Settling Insurers, including:

- (i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Channeled Claim against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer;
- (ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iii) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iv) asserting, implementing, or effectuating any Channeled Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Protected Party or Settling Insurer, (B) any Protected Party or Settling Insurer, or (C) any property or interest in property of any Protected Party or Settling Insurer; and
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

(c) The foregoing Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this Section 12.4 of the Joint Plan will inure to the benefit of the Protected Parties and the Settling Insurers. In a successful action to enforce the injunctive provisions of this Section 12.4 of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.

(d) Notwithstanding anything to the contrary in Section 12.4 of the Joint Plan, the Channeling Injunction will not enjoin the following:

- (i) the right of any Entity to the treatment afforded to such Entity under the Joint Plan;
- (ii) the right of any Entity to assert any Claim for payment of Settlement Trust expenses solely against the Settlement Trust;
- (iii) the Settlement Trustee's enforcing rights under the Settlement Trust Documents;
- (iv) the Settling Insurers' enforcing rights under the Insurance Settlement Agreements;

- (v) the rights of the Settlement Trust, the Settlement Trustee, Abuse Claimants, Covered Parties, the Reorganized Archdiocese, and the Reorganized Additional Debtors (in each case, to the extent permitted or required under the Joint Plan) to prosecute any Claims against the Non-Settling Insurers based on or arising from the Non-Settling Insurance Rights Transfer or otherwise; or
- (vi) the rights of the Covered Parties with respect to Non-Insurer Contribution Claims against, or with respect to, the Settlement Trust.

**Section 12.5 *Supplemental Settling Insurers' Injunction.*** Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Joint Plan, including the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to section 363(f) of the Bankruptcy Code and the Insurance Settlement Orders, any and all Entities who have held, now hold, or who may in the future hold any Claims against any Protected Party, any Covered Party, or any Settling Insurer, which, directly or indirectly, relate to, any of the Settling Insurers' Policies, are hereby permanently and forever stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, collect, or recover, or attempt to assert, enforce, collect, or recover, any such Claim against any Settling Insurer, and/or any Settling Insurers' Policies, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Claim against any Settling Insurer, or any property or interest in property of any Settling Insurer;
- (b) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to any such Claim;
- (c) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to such Claim;
- (d) asserting, implementing, or effectuating any Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Settling Insurer, (B) any Settling Insurer, or (C) any property or interest in property of any Settling Insurers; and
- (e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

The Supplemental Settling Insurers' Injunction will not apply to the rights of any Settling Insurer to any reinsurance recoveries, as provided in Section 7.1(f) of the Joint Plan.

**Section 12.8 *Gatekeeper Injunction.*** Subject in all respects to Article 12 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 of the Covered Parties, Settling Insurers, or Settlement Trust 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 1) determining, after Notice and Hearing, that such claim or cause of action (a) is a colorable claim of any kind against the Debtor, the Additional Debtors,

the Settlement Trust, or the Settling Insurers; (b) did not arise prior to the Effective Date of the Joint Plan; and (c) is not a Claim owned by the Debtor or Settling Insurers against such Protected Party, Settling Insurer, or the Settlement Trust and 2) subject in all respects to the Injunctions, specifically authorizing such Enjoined Party to initiate a proceeding to assert such Claim or cause of action against such Protected Party, Settling Insurer, or the Settlement Trust.

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 the 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 the 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 12.15 Ratification of Sale Injunction.** Pursuant to sections 105(a), 363, and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Settling Insurers' Policies free and clear of all Liens, Claims, and Subject Interests pursuant to section 363(f) of the Bankruptcy Code, the Joint Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the injunction of Claims against a Settling Insurer with respect to any Subject Insurance Policy set forth in the Insurance Settlement Order(s) (each, a "Sale Injunction") in all respects. The Sale Injunction(s) are in addition to and independent of the injunctions in Sections 12.4 and 12.5 herein.

**Schedule 3E**

**Ballot for Non-Abuse Personal Injury Claims—Debtor  
(Class 8)**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

---

BALLOT FOR VOTING ON  
THE JOINT PLAN OF THE DEBTOR AND ADDITIONAL DEBTORS

CLASS 8 (Non-Abuse Personal Injury Claims—Debtor)

**YOU HAVE A RIGHT TO VOTE TO ACCEPT OR REJECT THE JOINT PLAN. You are receiving this Ballot because our records indicate that you may be a Creditor who holds a Non-Abuse Personal Injury Claim against the Debtor in Class 8, as of August 14, 2025 (the “Voting Record Date”).**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS  
CAREFULLY BEFORE COMPLETING THIS BALLOT.**

**THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO  
THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT  
NO LATER THAN OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME)  
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH  
THE PROCEDURES DESCRIBED HEREIN**

The Roman Catholic Church of the Archdiocese of New Orleans (the “**Debtor**” or the “**Archdiocese**”), the additional debtors listed on the attached Schedule 1 (the “**Additional Debtors**”), and the Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”) are soliciting votes with respect to a jointly proposed plan of reorganization (the “**Joint Plan**”). In addition to this Ballot, you have received a copy of the Joint Plan and a Bankruptcy Court-approved disclosure statement containing adequate information to make an informed decision on whether to accept or reject the Joint Plan (the “**Disclosure Statement**”). The Bankruptcy Court approved the Disclosure Statement but has not yet considered approval of the Joint Plan.

**YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE JOINT PLAN BEFORE  
VOTING, AND YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE VOTING.**

If the Joint Plan is approved by the Bankruptcy Court, it will be binding on you, regardless of whether or not you vote or affirmatively vote to reject the Joint Plan. To have your vote counted, you must complete, sign, and return this Ballot so that it is actually received by the Claims and Voting Agent on or before **October 29, 2025, at 11:59 p.m. (Central Time)**.



**Item 1. Vote on the Joint Plan.**

The undersigned certifies that, as of the Voting Record Date, the Creditor identified below held a Non-Abuse Personal Injury Claim against the Debtor (Class 8).

Such Creditor hereby votes to (*check one box below*):

<input type="checkbox"/> <b><u>ACCEPT</u></b> (vote FOR) the Joint Plan <input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Joint Plan
---

Your Non-Abuse Personal Injury Claim shall be valued at one dollar (\$1.00) **for voting purposes only**, but not for any other purposes including the compensation you may receive on the Non-Abuse Personal Injury Claim.

**Item 2. Certifications.**

By signing this Ballot, the undersigned certifies that:

- (a) I am the Creditor (or an authorized signatory for the Creditor) holding the Class 8 Claim being voted in Item 1 above, and, in either case, I have the full power and authority to vote to accept or reject the Joint Plan;
- (b) The Creditor has received a copy of the Disclosure Statement and the remainder of the Solicitation Package; and
- (c) No other Ballots with respect to the Class 8 Claim identified in Item 1 above have been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked.

Name of Creditor: _____ (Print or Type)
Signature: _____
Name of Signatory: _____ (If other than Creditor)
Title, if any: _____
Address: _____
Telephone Number: _____
Email Address: _____
Date Completed: _____

**Instructions for Submitting Your Ballot**

**AS DESCRIBED BELOW, YOU MAY SUBMIT YOUR BALLOT ONLINE VIA THE CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL.**

**IF YOU WOULD LIKE TO RETURN A PAPER COPY OF THIS BALLOT (INSTEAD OF SUBMITTING YOUR BALLOT ONLINE), PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE)  
PROMPTLY BY FIRST CLASS MAIL TO:**

**Donlin, Recano & Company, LLC, c/o Angeion Group  
Re: The Roman Catholic Church of the Archdiocese of New Orleans  
Attn: Voting Department  
P.O. Box 2053  
New York, NY 10272- 2042  
(A pre-addressed, postage pre-paid envelope is provided.)**

**OR BY OVERNIGHT COURIER, 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**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND VOTING AGENT ON OR BEFORE THE VOTING DEADLINE OF OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME).**

**YOU MAY ALSO SUBMIT YOUR BALLOT ONLINE VIA THE CLAIMS AND VOTING AGENT'S E-BALLOTING PORTAL IN ACCORDANCE WITH THE INSTRUCTIONS BELOW.**

To submit your Ballot via the Claims and Voting Agent's online portal, please visit <https://www.donlinrecano.com/https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique eBallot ID#: \_\_\_\_\_

The Claims and Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots submitted by facsimile, email, or other means of electronic transmission will not be accepted or counted.**

Each eBallot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot.

Creditors who cast a Ballot using the Claims and Voting Agent's online portal should **NOT** also submit a paper Ballot.

**If you have any questions, please contact the Claims and Voting Agent:**

(i) by calling 1-877-476-4389 (toll free); and/or (ii) by emailing DRCVote@angeiongroup.com.

**Voting Instructions for Non-Abuse Personal Injury Claims—Debtor (Class 8)**

1. Ballots must be delivered to the Claims and Voting Agent (i) at an appropriate address listed above; or (ii) via the Claims and Voting Agent's E-Balloting Portal by visiting <https://bankruptcy.angeiongroup.com/Clients/rcano/Vote>, clicking on the "E-Ballot" link and following the instructions set forth on the website. Holders of Claims entitled to vote are encouraged to submit their Ballot via the E-Balloting Portal. Please choose only one method of submitting your Ballot. If you choose to submit your Ballot via the E-Balloting Portal, DO NOT also submit a paper Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) clearly indicate your decision either to accept or reject the Joint Plan in the boxes provided in Item 1 of your Ballot; and (b) sign, date and return an original of your Ballot to the applicable address listed above. A Ballot submitted by the E-Balloting Portal shall be deemed to bear an original signature.
3. Unless the Ballot being furnished is timely submitted on or before October 29, 2025, at 11:59 p.m. Central Time (or as the same may be extended, in writing, by the Plan Proponents), the Plan Proponents will reject such Ballot as invalid and, therefore, will not count it in connection with Confirmation of the Joint Plan.
4. The Debtor will File with the Bankruptcy Court by on or before November 6, 2025, a voting report (the "**Voting Report**"). Among other things, the Voting Report will describe every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or any other electronic means (other than the E-Balloting Portal), or damaged (collectively, in each case, the "**Irregular Ballots**"). The Voting Report will indicate the Plan Proponents' intentions regarding each Irregular Ballot.
5. The method of delivery of Ballots to the Claims and Voting Agent is at the election and risk of each Creditor. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Voting Agent actually receives the originally executed Ballot or the E-Ballot is submitted through the E-Balloting Portal. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Creditors use an overnight or hand delivery service if not using the E-Balloting Portal. In all cases, Creditors should allow sufficient time to assure timely delivery.
6. An executed Ballot is required to be submitted by the Entity submitting such Ballot.
7. Delivery of a Ballot to the Claims and Voting Agent by facsimile, electronic email, or any electronic means (other than the E-Balloting Portal) will not be valid.
8. No Ballot should be sent to any Plan Proponent, the Plan Proponents' agents (other than the Claims and Voting Agent), or the Plan Proponents' financial or legal advisors, and, if so sent, will not be counted.
9. If multiple Ballots are received from the same Creditor with respect to the same Claim before the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot.

10. Creditors must vote all of their Claims within a particular Class either to accept or reject the Joint Plan, and may not split any votes. Accordingly, a Ballot that attempts to partially reject and partially accept the Joint Plan will not be counted.
11. You, the Creditor, must sign the Ballot. If, however, you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Voting Agent, the Plan Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Creditor. For the avoidance of doubt, a Ballot submitted by the E-Balloting Portal shall be deemed to bear an original signature.
12. If a Claim has been estimated or otherwise Allowed only for voting purposes by Order of the Bankruptcy Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed by the Bankruptcy Court for voting purposes only, and not for purposes of Allowance or Distribution.
13. After the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Plan Proponents.
14. Your Ballot does not constitute, and will not be deemed to be, (a) a Proof of Claim, or (b) an assertion or admission of a Claim.

**IF THE CLAIMS AND VOTING AGENT DOES NOT ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 29, 2025, AT 11:59 P.M. (CENTRAL TIME), THEN YOUR VOTE WILL NOT BE COUNTED.**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION REGARDING OR ON BEHALF OF THE DEBTOR OR ADDITIONAL DEBTORS, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HERewith.**

**SCHEDULE 1**

**ADDITIONAL DEBTORS**

**I. Archdiocesan Parishes**

1. All Saints Roman Catholic Church, New Orleans, Louisiana
2. Annunciation of the Blessed Virgin Mary Roman Catholic Church, Bogalusa, Louisiana
3. Ascension of Our Lord Roman Catholic Church, LaPlace, Louisiana
4. Assumption of Mary Roman Catholic Church, Avondale, Louisiana
5. Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana<sup>1</sup>
6. Blessed Francis Xavier Seelos Roman Catholic Church, New Orleans, Louisiana
7. Blessed Sacrament-St. Joan of Arc Roman Catholic Church, New Orleans, Louisiana
8. Blessed Trinity Roman Catholic Church, New Orleans, Louisiana
9. Christ the King Roman Catholic Church, Gretna, Louisiana
10. Corpus Christi-Epiphany Roman Catholic Church, New Orleans, Louisiana
11. Divine Mercy Roman Catholic Church, Kenner, Louisiana
12. Good Shepherd Roman Catholic Church, New Orleans, Louisiana
13. Holy Family Roman Catholic Church, Franklinton, Louisiana
14. Holy Family Roman Catholic Church, Luling, Louisiana
15. Holy Name of Mary Roman Catholic Church, New Orleans, Louisiana
16. Holy Spirit Roman Catholic Church, New Orleans, Louisiana
17. Immaculate Conception Roman Catholic Church, Marrero, Louisiana
18. Immaculate Conception Roman Catholic Church, New Orleans, Louisiana
19. Mary Queen of Peace Roman Catholic Church, Mandeville, Louisiana
20. Mary Queen of Vietnam Roman Catholic Church, New Orleans, Louisiana
21. Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana, formerly known as St. Rosalie Roman Catholic Church, Harvey, Louisiana
22. Mater Dolorosa Roman Catholic Church, New Orleans, Louisiana
23. Most Holy Name of Jesus Roman Catholic Church, New Orleans, Louisiana
24. Most Holy Trinity Roman Catholic Church, Covington, Louisiana
25. Our Lady of Divine Providence Roman Catholic Church, Metairie, Louisiana
26. Our Lady of Grace Roman Catholic Church, Reserve, Louisiana
27. Our Lady of Lavang Roman Catholic Church, New Orleans, Louisiana
28. Our Lady of Lourdes Roman Catholic Church, Slidell, Louisiana
29. Our Lady of Lourdes Roman Catholic Church, Violet, Louisiana
30. Our Lady of Perpetual Help Roman Catholic Church, Belle Chasse, Louisiana
31. Our Lady of Perpetual Help Roman Catholic Church, Kenner, Louisiana
32. Our Lady of Prompt Succor Roman Catholic Church, Chalmette, Louisiana
33. Our Lady of Prompt Succor Roman Catholic Church, Westwego, Louisiana
34. Our Lady of the Holy Rosary Roman Catholic Church, Hahnville, Louisiana
35. Our Lady of the Lake Roman Catholic Church, Mandeville, Louisiana
36. Our Lady of the Rosary Roman Catholic Church, New Orleans, Louisiana
37. Resurrection of Our Lord Roman Catholic Church, New Orleans, Louisiana
38. Sacred Heart of Jesus Roman Catholic Church, Lacombe, Louisiana
39. Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana
40. St. Agnes Le Thi Thanh Roman Catholic Church, Marrero, Louisiana

---

<sup>1</sup> Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

41. St. Agnes Roman Catholic Church, Jefferson, Louisiana
42. St. Alphonsus Roman Catholic Church, New Orleans, Louisiana
43. St. Andrew the Apostle Roman Catholic Church, New Orleans, Louisiana
44. St. Angela Merici Roman Catholic Church, Metairie, Louisiana
45. St. Ann Roman Catholic Church and Shrine, Metairie, Louisiana
46. St. Anselm Roman Catholic Church, Madisonville, Louisiana
47. St. Anthony of Barataria Roman Catholic Church, Lafitte, Louisiana
48. St. Anthony of Padua Roman Catholic Church, Luling, Louisiana
49. St. Anthony of Padua Roman Catholic Church, New Orleans, Louisiana
50. St. Anthony Roman Catholic Church, Gretna, Louisiana
51. St. Augustine Roman Catholic Church, New Orleans, Louisiana
52. St. Benedict Roman Catholic Church, Covington, Louisiana
53. St. Benilde Roman Catholic Church, Metairie, Louisiana
54. St. Bernard Roman Catholic Church, St. Bernard, Louisiana
55. St. Catherine of Siena Roman Catholic Church, Metairie, Louisiana
56. St. Charles Borromeo Roman Catholic Church, Destrehan, Louisiana
57. St. Christopher Roman Catholic Church, Metairie, Louisiana
58. St. Clement of Rome Roman Catholic Church, Metairie, Louisiana
59. St. Cletus Roman Catholic Church, Gretna, Louisiana
60. St. David Roman Catholic Church, New Orleans, Louisiana
61. St. Dominic's Roman Catholic Church, New Orleans, Louisiana
62. St. Edward the Confessor Roman Catholic Church, Metairie, Louisiana
63. St. Francis of Assisi Roman Catholic Church, New Orleans, Louisiana
64. St. Francis Xavier Roman Catholic Church, Metairie, Louisiana
65. St. Genevieve Roman Catholic Church, Slidell, Louisiana
66. St. Jane de Chantal Roman Catholic Church, Abita Springs, Louisiana
67. St. Jerome Roman Catholic Church, Kenner, Louisiana
68. St. Joachim Roman Catholic Church, Marrero, Louisiana
69. St. Joan of Arc Roman Catholic Church, LaPlace, Louisiana
70. St. John of the Cross Roman Catholic Church, Lacombe, Louisiana
71. St. John Paul II Roman Catholic Church, Waggaman, Louisiana, formerly known as Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana
72. St. John the Baptist Roman Catholic Church, Edgard, Louisiana
73. St. John the Baptist Roman Catholic Church, Folsom, Louisiana
74. St. Joseph Roman Catholic Church, Algiers, Louisiana
75. St. Joseph the Worker Roman Catholic Church, Marrero, Louisiana
76. St. Joseph's Roman Catholic Church, Gretna, Louisiana
77. St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana, formerly known as St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana
78. St. Katharine Drexel Roman Catholic Church, New Orleans, Louisiana
79. St. Louis, King of France, Roman Catholic Church, Metairie, Louisiana
80. St. Luke the Evangelist Roman Catholic Church, Slidell, Louisiana
81. St. Margaret Mary Roman Catholic Church, Slidell, Louisiana
82. St. Maria Goretti Roman Catholic Church, New Orleans, Louisiana
83. St. Mark Roman Catholic Church, Ama, Louisiana
84. St. Martha Roman Catholic Church, Harvey, Louisiana
85. St. Martin de Porres Roman Catholic Church, New Orleans, formerly known as Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana
86. St. Mary Magdalen Roman Catholic Church, Metairie, Louisiana
87. St. Mary's Roman Catholic Church, New Orleans, Louisiana
88. St. Matthew the Apostle Roman Catholic Church, River Ridge, Louisiana

89. St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana, formerly known as St. John the Baptist Roman Catholic Church, Paradis, Louisiana
90. St. Patrick's Roman Catholic Church, New Orleans, Louisiana
91. St. Patrick's Roman Catholic Church, Port Sulphur, Louisiana
92. St. Paul the Apostle Roman Catholic Church, New Orleans, Louisiana
93. St. Peter Claver Roman Catholic Church, New Orleans, Louisiana
94. St. Peter Roman Catholic Church, Reserve, Louisiana
95. St. Peter's Roman Catholic Church, Covington, Louisiana
96. St. Philip Neri Roman Catholic Church, Metairie, Louisiana
97. St. Pius X Roman Catholic Church, New Orleans, Louisiana
98. St. Raymond and St. Leo the Great Roman Catholic Church, New Orleans, Louisiana
99. St. Rita Roman Catholic Church, Harahan, Louisiana
100. St. Rita Roman Catholic Church, New Orleans, Louisiana
101. St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana<sup>2</sup>
102. Sts. Peter and Paul Roman Catholic Church, Pearl River, Louisiana
103. The Congregation of St. Rita Roman Catholic Church of Harahan
104. The Visitation of Our Lady Roman Catholic Church, Marrero, Louisiana

## II. Suppressed Archdiocesan Parishes<sup>3</sup>

1. Blessed Sacrament, Inc.
2. Epiphany, Inc.

---

<sup>2</sup> As noted earlier, Assumption of the Blessed Virgin Mary Roman Catholic Church, Braithwaite, Louisiana, and St. Thomas Roman Catholic Church, Pointe a La Hache, Louisiana operate jointly as one Archdiocesan Parish.

<sup>3</sup> The Suppressed Archdiocesan Parishes no longer operate as separate church parishes. The Suppressed Archdiocesan Parishes were not dissolved, and may own property.

Following Hurricane Katrina, the operations of certain of the Suppressed Archdiocesan Parishes were combined with Archdiocesan Parishes. In 2024, in the ongoing aftermath of Hurricane Ida and a result of storm damage, the shift of demographics and Catholic population, decreased or low Mass attendance, sacramental statistics, and financial difficulties encountered, the following additional Suppressed Archdiocesan Parishes were canonically merged with neighboring Archdiocesan Parishes: (a) St. Hubert Roman Catholic Church, Garyville, Louisiana, now known as St. Hubert, Inc., was canonically merged into St. Peter Roman Catholic Church, Reserve, Louisiana; (b) (i) St. James Major Roman Catholic Church, New Orleans, Louisiana, now known as St. James Major, Inc., and (ii) St. Gabriel Roman Catholic Church, New Orleans, Louisiana, now known as St. Gabriel, Inc., were both canonically merged into Transfiguration of the Lord Roman Catholic Church, New Orleans, Louisiana, now known as St. Martin de Porres Roman Catholic Church, New Orleans, Louisiana; (c) St. John Bosco Roman Catholic Church, Harvey, Louisiana, now known as St. John Bosco, Inc., was canonically merged into St. Rosalie Roman Catholic Church, Harvey, Louisiana, now known as Mary, Help of Christians Roman Catholic Church, Harvey, Louisiana; (d) St. Bonaventure Roman Catholic Church, Avondale, Louisiana, now known as St. Bonaventure, Inc., was canonically merged into Our Lady of the Angels Roman Catholic Church, Waggaman, Louisiana, now known as St. John Paul II Roman Catholic Church, Waggaman, Louisiana; (e) St. Gertrude Roman Catholic Church, Des Allemands, Louisiana, now known as St. Gertrude, Inc., was canonically merged into St. John the Baptist Roman Catholic Church, Paradis, Louisiana, now known as St. Michael the Archangel Roman Catholic Church, Paradis, Louisiana; (f) Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana, now known as Our Lady Star of the Sea, Inc., was canonically merged into St. Mary of the Angels Roman Catholic Church, New Orleans, Louisiana, now known as St. Josephine Bakhita Roman Catholic Church, New Orleans, Louisiana; and (g) St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana, now known as St. Theresa of Avila, Inc., had its canonical territory divided so that (i) the area north of the Pontchartrain Expressway was canonically merged into St. Patrick's Roman Catholic Church, New Orleans, Louisiana, and (ii) the area south of the Pontchartrain Expressway was canonically merged into St. Alphonsus Roman Catholic Church, New Orleans, Louisiana.

3. Immaculate Heart of Mary, Inc.
4. Incarnate Word, Inc.
5. Our Lady of Good Counsel, Inc.
6. Our Lady of Good Harbor, Inc.
7. Our Lady of Lourdes, New Orleans, Louisiana, Inc.
8. Our Lady of the Sacred Heart, New Orleans, Louisiana, Inc.
9. Our Lady Star of the Sea, Inc., formerly known as Our Lady Star of the Sea Roman Catholic Church, New Orleans, Louisiana
10. St. Ann, New Orleans, Louisiana, Inc.
11. St. Bonaventure, Inc., formerly known as St. Bonaventure Roman Catholic Church, Avondale, Louisiana
12. St. Frances Xavier Cabrini, Inc.
13. St. Francis de Salles, Inc.
14. St. Gabriel, Inc., formerly known as St. Gabriel Roman Catholic Church, New Orleans, Louisiana
15. St. Gertrude, Inc., formerly known as St. Gertrude Roman Catholic Church, Des Allemands, Louisiana
16. St. Henry's, Inc.
17. St. Hubert, Inc., formerly known as St. Hubert Roman Catholic Church, Garyville, Louisiana
18. St. James Major, Inc., formerly known as St. James Major Roman Catholic Church, New Orleans, Louisiana
19. St. John Bosco, Inc., formerly known as St. John Bosco Roman Catholic Church, Harvey, Louisiana
20. St. John the Baptist, New Orleans, Louisiana, Inc.
21. St. Julian Eymard, Inc.
22. St. Lawrence the Martyr, Inc.
23. St. Louise de Marillac, Inc.
24. St. Maurice, Inc.
25. St. Monica, Inc.
26. St. Philip the Apostle, Inc.
27. St. Raymond's, Inc.
28. St. Rose of Lima, Inc.
29. St. Theresa of Avila, Inc., formerly known as St. Theresa of Avila Roman Catholic Church, New Orleans, Louisiana
30. St. Theresa of the Child Jesus, Inc.
31. The Congregation of Saints Peter and Paul Roman Catholic Church
32. The Congregation of St. Cecelia Roman Catholic Church
33. The Congregation of the Annunciation Roman Catholic Church
34. The Congregation of the Holy Trinity Roman Catholic Church

### **III. Archdiocesan Agencies**

1. Archdiocesan Spirituality Center
2. Catholic Charities Archdiocese of New Orleans
3. Catholic Charities Children's Day Care Centers
4. Catholic Charities Group Homes (merged into Catholic Charities Archdiocese of New Orleans)
5. Clarion Herald Publishing Company
6. Korean Catholic Community of New Orleans, Inc.
7. Notre Dame Seminary
8. Our Lady of Mount Carmel Latin Mass Community, Covington, Louisiana
9. Pace Greater New Orleans
10. Padua House (merged into Catholic Charities Archdiocese of New Orleans)



11. Philmat, Inc.
12. Project Lazarus
13. Roman Catholic Center of Jesus the Lord
14. School Food and Nutrition Services of New Orleans, Inc.
15. Second Harvest Food Bank of Greater New Orleans and Acadiana
16. St. Jude Community Center, Inc.
17. St. Michael Special School
18. St. Thérèse Catholic Academy
19. The Society for the Propagation of the Faith, Archdiocese of New Orleans

**SCHEDULE 2**

**ART. 12 EXCERPTS**

**[JOINT PLAN SECTIONS 12.2, 12.3, 12.4, 12.5, 12.8, & 12.15]**

**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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of, all Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Debtor will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and all Abuse Claims asserted against the Archdiocesan Schools are discharged and released in accordance with the preceding paragraph.

In the event any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(a) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing a Non-Settling Insurer of its duty to defend and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party or Settling Insurer due, in whole or in part, to the Debtor's or the Reorganized Archdiocese's breach of its Post-Effective Date Insurance Obligations, the Debtor and/or the Reorganized Archdiocese shall be liable for any such breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and the Debtor and the Reorganized Archdiocese shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and the Reorganized Archdiocese shall have the right at their respective discretion to intervene and be heard as parties-in-interest in any Action related to an Abuse Claim in which (i) the Debtor's or the Reorganized Archdiocese's Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Setting Insurer to defend**

**and/or indemnify the Debtor, the Reorganized Archdiocese, or any other Covered Party, are implicated, disputed, or otherwise raised.**

**(b) *Discharge of the Additional Debtors.*** 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 Settlement Consideration, will be in exchange for, and in complete satisfaction, settlement, discharge, and termination of all Claims of any nature whatsoever against or in the Additional Debtors or any of their assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, and, as of the Effective Date, the Additional Debtors will be deemed discharged, and each Creditor and any successor, assign, and affiliate of such Creditor will be deemed to have forever waived and discharged the Additional Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, liabilities, and debts of the kind specified in section 502 of the Bankruptcy Code, based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date, in each case whether or not (a) a Proof of Claim based upon such debt is Filed or deemed Filed under section 501 of the Bankruptcy Code, (b) a Claim (including an Abuse Claim) based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has become an Expunged Claim, or (d) an Abuse Claimant holding an Abuse Claim based upon such debt is deemed to have accepted the Joint Plan.

Without limiting the foregoing, the Parish Schools are not separate Entities from the Additional Debtors, and all Abuse Claims asserted against the Parish Schools are discharged and released in accordance with the preceding paragraph.

If any Entity takes any action that is prohibited by, or is otherwise inconsistent with, the injunction provisions in the Joint Plan or the Confirmation Order, then, upon notice to the Bankruptcy Court by an affected party, the action or proceeding in which the Claim of such Entity is asserted will automatically be transferred to the Bankruptcy Court or District Court for enforcement of the Joint Plan. In a successful action to enforce the injunctive provisions of this Section 12.2(b) of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

**Notwithstanding any other provision of the Joint Plan, if any court of competent jurisdiction enters a Final Order releasing any Non-Settling Insurer of its duty to defend and/or indemnify an Additional Debtor (or Additional Debtors), a Reorganized Additional Debtor (or Reorganized Additional Debtors), or any other Covered Party or Settling Insurer due, in whole or in part, to such Additional Debtor's(s') or such Reorganized Additional Debtor's(s') breach of its (or their) Post-Effective Date Insurance Obligations, then such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall be liable for any breach causing a loss of insurance coverage under any Non-Settling Insurers' Policies, and such Additional Debtor(s) and/or Reorganized Additional Debtor(s) shall not have a discharge of any Claim that becomes uninsured as a result, and any release or discharge of such Claim under section 1141 of the Bankruptcy Code and the Joint Plan shall be null and void. The Settlement Trustee and such Reorganized Additional Debtor (or Reorganized Additional Debtors) shall have the right at their respective discretion to intervene and be heard at any time as parties-in-interest in any Action related to an Abuse Claim in which (i) the Additional Debtor's (or Additional Debtors') or the Reorganized Additional Debtor's(s') Post-Effective Date Insurance Obligations or (ii) the duty of a Non-Settling Insurer to defend and/or indemnify the Additional Debtors, the Reorganized Additional Debtors, or any other Covered Party, are implicated, disputed, or otherwise raised.**

(c) *Discharge Injunction – Debtor.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in the Debtor or any of its assets or properties based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Debtor, the Reorganized Archdiocese, or the property of the Debtor or the Reorganized Archdiocese. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Debtor pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtor or the Reorganized Archdiocese at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Archdiocesan Schools are not separate Entities from the Debtor, and the discharge injunction set forth in the preceding paragraph will include the Archdiocesan Schools and will apply to all discharged Claims against the Archdiocesan Schools.

(d) *Discharge Injunction – Additional Debtors.* As of the Effective Date, except as expressly provided in the Insurance Settlement Agreements, the Joint Plan, or the Confirmation Order, all Creditors holding Claims of any nature whatsoever against or in any Additional Debtors or any of the assets or properties of any Additional Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Confirmation Date will be precluded and permanently enjoined from prosecuting or asserting any such discharged Claim against the Additional Debtors, the Reorganized Additional Debtors, or the property of the Additional Debtors or Reorganized Additional Debtors. In accordance with the foregoing, except as expressly provided in the Joint Plan, the Insurance Settlement Agreements, the Confirmation Order, or the Insurance Settlement Orders, the Confirmation Order will be a judicial determination of discharge or termination of all Claims, and other debts and liabilities against or in the Additional Debtors pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Additional Debtors or the Reorganized Additional Debtors at any time to the extent such judgment relates to a discharged Claim.

Without limiting the foregoing, the Parish Schools are not separate Entities from the applicable Additional Debtors, and the discharge injunction set forth in the preceding paragraph will include the Parish Schools and will apply to all discharged Claims against the Parish Schools.

### **Section 12.3 Exculpations and Limitation of Liability, and Exculpation Injunction.**

(a) From and after the Effective Date, to the maximum extent permitted by law, no Exculpated Party will have or incur any liability for, and each Exculpated Party will be released from, any Claims, Causes of Action, or liability, and each Exculpated Party is hereby exculpated from any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, Estate Cause of Action, remedy, loss, and liability for conduct occurring on or after the applicable Archdiocese's Petition Date or the Additional Debtors' Petition Date in connection with or arising out of: (a) the Filing and administration of any Chapter 11 Cases; (b) the negotiation and pursuit of the Disclosure Statement, the Joint Plan, or the Plan Documents, as well as the solicitation of votes for, or Confirmation of, the Joint Plan; (c) the funding or consummation of the Joint Plan, the Settlement Trust, the Plan Documents, or any related agreements, instruments, or other documents, as well as any offer, issuance, and/or Distribution under the Joint Plan or any Settlement Trust Distributions or other disbursements made by the Settlement Trust, whether or not such Distributions, Settlement Trust Distributions, or other disbursements occur following the Effective Date; (d) the implementation of the Joint Plan; and (e) any negotiations, transactions, and

documentation in connection with the foregoing clauses (a)-(d); provided, however, the foregoing will not apply to any acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct. The Exculpations will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, any other applicable law or rules, or any other provisions of the Joint Plan, which protect such Exculpated Parties from liability.

(b) The Exculpated Parties have participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and any distribution of consideration made pursuant to the Joint Plan or Settlement Trust and, therefore, are not, and on account of such distributions, will not be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Joint Plan, any Distributions made pursuant to the Joint Plan, or any Settlement Trust Distributions or other disbursements made by the Settlement Trust.

(c) As of the Effective Date, all Creditors are, and will be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, any Entity described in section 1125(e) or its or their property or successors or assigns on account of or based on the subject matter of such Claims, whether directly or indirectly, derivatively or otherwise with respect to any liability or obligation for which an Exculpated Party is discharged, exculpated, or released under the Joint Plan (which, as set forth in this Section 12.3(a) does not include any liability or obligation arising out of or related to acts or omissions of such Exculpated Party that constitute bad faith, fraud, gross negligence, criminal misconduct, or willful misconduct): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, Action, or other proceeding (including any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other Order; (iii) creating, perfecting, or in any way enforcing in any matter, directly or indirectly, any Lien or encumbrance; and/or (v) setting off, seeking reimbursement, contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged or released under the Joint Plan.

**Section 12.4 *Channeling Injunction Regarding Abuse Claims against the Protected Parties and Settling Insurers.*** In consideration of the undertakings of the Protected Parties and Settling Insurers, their respective contributions to the Settlement Trust, and other consideration, and, where applicable, pursuant to their respective settlements with the Debtor and/or any Additional Debtors and to further preserve and promote the agreements between and among the Protected Parties and Settling Insurers, and to supplement where necessary the injunctive effect of the discharge as provided in section 1141 and 524 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

(a) Any and all Channeled Claims against the Protected Parties and Settling Insurers are channeled into the Settlement Trust and will be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Settlement Trust Documents as the sole and exclusive remedy for all Entities holding Channeled Claims;

(b) all Entities that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claims against the Protected Parties and Settling Insurers will be permanently and forever stayed, restrained, enjoined, and barred from taking any action, directly or indirectly, for the purpose of asserting, enforcing, collecting,

recovering, or receiving payments, satisfaction, or recovery from any Protected Party or any of the Settling Insurers, including:

- (i) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Channeled Claim against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer;
- (ii) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iii) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Protected Party, Settling Insurer, or any property or interest in property of any Protected Party or Settling Insurer with respect to any such Channeled Claim;
- (iv) asserting, implementing, or effectuating any Channeled Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Protected Party or Settling Insurer, (B) any Protected Party or Settling Insurer, or (C) any property or interest in property of any Protected Party or Settling Insurer; and
- (v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

(c) The foregoing Channeling Injunction is an integral part of the Joint Plan and is essential to the Joint Plan's consummation and implementation. The channeling of the Channeled Claims as provided in this Section 12.4 of the Joint Plan will inure to the benefit of the Protected Parties and the Settling Insurers. In a successful action to enforce the injunctive provisions of this Section 12.4 of the Joint Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice to the Post-Confirmation Notice Parties and a hearing.

(d) Notwithstanding anything to the contrary in Section 12.4 of the Joint Plan, the Channeling Injunction will not enjoin the following:

- (i) the right of any Entity to the treatment afforded to such Entity under the Joint Plan;
- (ii) the right of any Entity to assert any Claim for payment of Settlement Trust expenses solely against the Settlement Trust;
- (iii) the Settlement Trustee's enforcing rights under the Settlement Trust Documents;
- (iv) the Settling Insurers' enforcing rights under the Insurance Settlement Agreements;

- (v) the rights of the Settlement Trust, the Settlement Trustee, Abuse Claimants, Covered Parties, the Reorganized Archdiocese, and the Reorganized Additional Debtors (in each case, to the extent permitted or required under the Joint Plan) to prosecute any Claims against the Non-Settling Insurers based on or arising from the Non-Settling Insurance Rights Transfer or otherwise; or
- (vi) the rights of the Covered Parties with respect to Non-Insurer Contribution Claims against, or with respect to, the Settlement Trust.

**Section 12.5 *Supplemental Settling Insurers' Injunction.*** Pursuant to sections 105(a) and 363 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to any Insurance Settlement Agreement and the Joint Plan, including the Settling Insurers' purchases of the Settling Insurers' Policies pursuant to section 363(f) of the Bankruptcy Code and the Insurance Settlement Orders, any and all Entities who have held, now hold, or who may in the future hold any Claims against any Protected Party, any Covered Party, or any Settling Insurer, which, directly or indirectly, relate to, any of the Settling Insurers' Policies, are hereby permanently and forever stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce, collect, or recover, or attempt to assert, enforce, collect, or recover, any such Claim against any Settling Insurer, and/or any Settling Insurers' Policies, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly or indirectly, any suit, Action, or other proceeding of any kind in any forum with respect to any such Claim against any Settling Insurer, or any property or interest in property of any Settling Insurer;
- (b) enforcing, levying, attaching, collecting, or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or other Order against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to any such Claim;
- (c) creating, perfecting, or enforcing, by any manner or means, whether directly or indirectly, any Lien or encumbrance of any kind against any Settling Insurer, or any property or interest in property of any Settling Insurer with respect to such Claim;
- (d) asserting, implementing, or effectuating any Claim of any kind or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, whether directly or indirectly, against: (A) any obligation due to any Settling Insurer, (B) any Settling Insurer, or (C) any property or interest in property of any Settling Insurers; and
- (e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan and the Plan Documents.

The Supplemental Settling Insurers' Injunction will not apply to the rights of any Settling Insurer to any reinsurance recoveries, as provided in Section 7.1(f) of the Joint Plan.

**Section 12.8 *Gatekeeper Injunction.*** Subject in all respects to Article 12 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 of the Covered Parties, Settling Insurers, or Settlement Trust 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 1) determining, after Notice and Hearing, that such claim or cause of action (a) is a colorable claim of any kind against the Debtor, the Additional Debtors,

the Settlement Trust, or the Settling Insurers; (b) did not arise prior to the Effective Date of the Joint Plan; and (c) is not a Claim owned by the Debtor or Settling Insurers against such Protected Party, Settling Insurer, or the Settlement Trust and 2) subject in all respects to the Injunctions, specifically authorizing such Enjoined Party to initiate a proceeding to assert such Claim or cause of action against such Protected Party, Settling Insurer, or the Settlement Trust.

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 the 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 the 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 12.15 Ratification of Sale Injunction.** Pursuant to sections 105(a), 363, and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Settling Insurers' Policies free and clear of all Liens, Claims, and Subject Interests pursuant to section 363(f) of the Bankruptcy Code, the Joint Plan hereby incorporates by reference, adopts, and ratifies (and the Confirmation Order shall adopt and ratify) the injunction of Claims against a Settling Insurer with respect to any Subject Insurance Policy set forth in the Insurance Settlement Order(s) (each, a "Sale Injunction") in all respects. The Sale Injunction(s) are in addition to and independent of the injunctions in Sections 12.4 and 12.5 herein.



**Schedule 4A**

**Archdiocese Support Letter**

**The Roman Catholic Church of the  
Archdiocese of New Orleans**

[Date]

Dear Survivors and Other Creditors,

As you are aware, we have filed the *Second 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 August 6, 2025*, [ECF 4235] (as amended, modified, or supplemented from time to time, the “**Joint Plan**”). The Joint Plan is supported by the parishes, local Catholic agencies, and the Official Committee of Unsecured Creditors (the “**Committee**”). I am grateful that we have found common ground with the Committee.

**YOU ARE RECEIVING THIS LETTER BECAUSE YOU ARE ENTITLED TO VOTE ON THE JOINT PLAN. THEREFORE, YOU SHOULD READ THIS LETTER CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**THE ARCHDIOCESE STRONGLY URGES YOU TO PROPERLY AND TIMELY SUBMIT YOUR BALLOT CASTING A VOTE TO ACCEPT THE JOINT PLAN. BALLOTS SHOULD BE SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS INDICATED ON YOUR BALLOT.**

**THE VOTING DEADLINE IS OCTOBER 29, 2025, AT 11:59 P.M. (PREVAILING CENTRAL TIME).**

I kindly ask you to support the Joint Plan.

Sincerely yours in Christ,

---

Very Reverend Patrick R. Carr

**Schedule 4B**

**Survivors' Committee Letter**

of 181

**LETTER FROM THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO  
ABUSE CLAIMANTS  
RECOMMENDING THEY VOTE TO ACCEPT THE JOINT PLAN**

The Official Committee of Unsecured Creditors is the representative of the holders of Abuse Claims against the Roman Catholic Church of the Archdiocese of New Orleans, appointed by the Office of the United States Trustee, a division of the United States Department of Justice. The Survivors' Committee consists of four survivors of sexual abuse—two of whom were abused at Hope Haven and Madonna Manor. The Survivors' Committee has worked tirelessly on your behalf for the past five years to reach a reasonable settlement of more than 650 sexual abuse claims, including unprecedented protections for children and adult abuse survivors. For the reasons set forth below, the Survivors' Committee recommends that you vote to **ACCEPT** the reorganization plan, dated August 6, 2025, (as amended, modified, or supplemented from time to time, the "**Joint Plan**"), enclosed with this letter.<sup>1</sup>

The Survivors' Committee negotiated this Joint Plan under the Court's threat that the bankruptcy case will be dismissed if a plan is not approved by December 31, 2025. While some attorneys and Abuse Claimants advocate for dismissal, the Survivors' Committee does not believe that dismissal is in the interests of all Survivors. A summary comparing the Joint Plan to the possibility of dismissal is included in this letter.

If the case is dismissed, Survivors will be compensated only by litigating their claims in a court proceeding in which the Archdiocese and other defendants are likely to take aggressive and hostile positions, possibly including depositions of the Survivor, employers, family members, friends, doctors and therapists and medical exams by physicians of the Archdiocese's choosing. If the Survivor is successful after a lengthy litigation process that could include years of appeals, the Archdiocese and the other defendants can file bankruptcy again to delay payment. Moreover, the Archdiocese's insurers will retain their coverage defenses and litigate whether they have to pay anything. The Survivors' Committee understands that many Survivors will abandon the litigation option in light of these risks and likely delays, including Survivors' continued emotional and psychological pain, age and, often, poor health.

As importantly, the agreed child and adult survivor protection measures will NOT be instituted if the case is dismissed. The Survivors' Committee has crafted and aggressively negotiated for protections, including a Survivor Bill of Rights of unprecedented robustness in diocese abuse cases. These child protection measures are critical to the Survivors' Committee's recommendation to accept the Joint Plan and include increased accountability and abuser discipline and transparency through oversight, record keeping and disclosure, and the publication of abuse related documents through an archive to be administered by an approved third-party academic institution.

This Plan is a vast improvement over the Archdiocese's previously filed plan in terms of compensation to be paid to Survivors and child protection measures. Under the Joint Plan, the Archdiocese and its parishes, schools, and related Catholic entities (collectively, the "**Affiliates**") will create a Settlement Trust into which the Archdiocese and Affiliates will pay \$150 million. The Joint Plan also contemplates the sale of the senior housing facilities, known as Christopher Homes. Depending on the outcome of the sale process, the Settlement Trust could receive additional cash in an estimated range of approximately \$30,904,000 to \$55,924,000. In addition, most of the insurers who insured the Archdiocese and its affiliates for liability for sexual abuse have agreed to pay a combined \$29.25 million in cash to the Settlement Trust, and the Archdiocese will transfer to the Settlement Trust its rights against Non-Settling Insurers.

The Joint Plan allows Survivors with claims against Non-Settling Insurers to sue for the maximum compensation provided by the policies. The Joint Plan provides for how recoveries against Non-Settling Insurers are shared by the litigating Survivors and the Settlement Trust. The Joint Plan also allows

---

<sup>1</sup> A capitalized term used but not defined herein shall have the meaning ascribed to it in the Joint Plan.

Survivors with claims against non-Affiliates, such as religious orders, to sue to recover deserved compensation.

The Joint Plan contemplates that nearly all of the Affiliates will each file their own bankruptcies if the recommended plan is accepted. These Affiliates, with acceptance of the recommended plan, should emerge from their bankruptcies at the same time as the Archdiocese emerges from its bankruptcy case. The coordination of these bankruptcies will facilitate the prompt funding of the Settlement Trust and disbursement of compensation and include the Affiliates' commitment to the child and adult protection measures.

If the Joint Plan is approved, Survivors will be able to share in the settlement fund pursuant to the terms of the Joint Plan and exhibits thereto, the Debtor and the Affiliates that have filed bankruptcies will receive a bankruptcy discharge of the abuse claims, and the Settling Insurers will have no further responsibility for paying abuse claims. The Joint Plan provides an efficient and speedy means for allocating compensation to each Survivor.

The Survivors' Committee supports the Joint Plan because it provides robust protections for children, reasonable compensation for Survivors and avoids the uncertainty and delay of continued litigation against the Debtors, the Affiliates and the Settling Insurers. The Survivors' Committee believes that the Joint Plan is in the best interests of all creditors, especially you, a Holder of an Abuse Claim (Class 3), and urges you to vote to **ACCEPT** the Joint Plan.

**The Disclosure Statement contains extensive information with respect to the Joint Plan and we encourage you and your counsel to review the Disclosure Statement and Joint Plan carefully before voting. Additionally, we have included with this letter a set of FAQs regarding the Joint Plan along with information regarding upcoming town hall meetings in which Survivors can listen to a presentation and write question for the panelists to answer. The deadline to vote to accept or reject the Joint Plan is October 29, 2025, at 11:59 PM (Central Time). Please complete and submit your ballot in accordance with the instructions contained in the solicitation package so that it is received no later than October 29, 2025, at 11:59 p.m.**

Sincerely,

*Official Committee of Unsecured Creditors*

This Chart compares the benefits to Abuse Claimants under the Joint Plan compared to what Abuse Claimants could expect if the bankruptcy case is dismissed.

### **SUMMARY OF JOINT PLAN VERSUS CASE DISMISSAL OPTIONS**

<b>Joint Plan</b>	<b>Bankruptcy Case Dismissal</b>
<b><u>Guaranteed Recovery:</u></b>  On the Effective Date of the Joint Plan, a settlement fund of \$159,275,000 in cash and a 4-year \$20 million promissory note will be placed into the Settlement Trust solely for the benefit of Abuse Claimants to pay Abuse Claims.	<b><u>No Guaranteed Recovery:</u></b>  May get a judgment against an Entity that has no assets when you try to enforce any judgment you receive. If you get a judgment against a solvent entity, collection is still uncertain.
<b><u>Additional Recoveries:</u></b>  1) Payment of the 20,000,000 promissory note by the Archdiocese and the Additional Debtors. 2) Payment of the net proceeds of the Christopher Homes affordable housing properties (estimate \$30 million to \$55 million). Anticipated to be received 3 <sup>rd</sup> quarter of 2026. 3) Judgment against the Non-Settling Insurers.	<b><u>No Additional Recoveries:</u></b>  You will only receive a judgment against a specific Entity. You will only be able to collect against that Entity to the extent that Entity has assets. You will not be able to collect against the Christopher Homes affordable housing sales proceeds.  You may be able to collect against an insurance company you have a claim against if the Court does not uphold policy defenses.
<b><u>Insurance Settlements:</u></b>  The Joint Plan provides for more than \$29 million from the Settling Insurers, including \$21 million from SPARTA Insurance Company ("SPARTA") contingent on SPARTA providing financial assurance acceptable to the Survivors' Committee in its sole discretion. If Travelers Insurance Company settles, this insurance settlement amount will increase.	<b><u>No Insurance Settlements:</u></b>  No dedicated funds from insurance companies.
<b><u>Guaranteed Timing of Payment</u></b>  First payments to the Settlement Trust made by the Effective Date, currently scheduled for December 31, 2025. Payments to Abuse Claimants in early 2026.	<b><u>Unknown Timing of Payment</u></b>  In federal court in New Orleans, the average time from filing a lawsuit to trial is 2 years. Even if you get a judgment, it will likely be appealed adding an additional 1 to 2 years before you get a final judgment. You also run the risk that a subsequent bankruptcy will be filled before you can collect on your judgment.
<b><u>Equal Timing of Payment:</u></b>	<b><u>Unequal Timing of Payment:</u></b>

Abuse Claimants will be paid at the same time as other Abuse Claimants.	You will not be paid on your claim until your judgement is final. Others who obtain judgements ahead of yours will be paid first and may exhaust the assets of the Entities you have a judgment against.
<p><b><u>No New Proof Is Needed:</u></b></p> <p>Your existing Abuse Claim documentation is sufficient to evaluate your claim. You have the option to supplement your Claim with additional information. While testimony in Court is permitted, it is not required. Under the Joint Plan you can remain anonymous, and you will not have to appear in person in Court or be involved in any depositions, document production, or incur any additional expert costs.</p>	<p><b><u>More Proof Is Needed:</u></b></p> <p>Abuse Claimants will have to obtain Certificates of Merit, file a lawsuit, participate in document production, participate in depositions (possibly including family members, employers, and friends), attend independent medical exams, publicly identify themselves, testify at trial, and potentially defend appeals, all without a guaranteed payment.</p>
<p><b><u>Travelers Insurance Company</u></b></p> <p>Abuse Claimants with Claims covered by Travelers (February 1, 1973, to July 1, 1989) have the option to receive their distribution from the Settlement Trust and can bring litigation against Travelers in the Court system.</p>	<p><b><u>Travelers Insurance Company</u></b></p> <p>Abuse Claimants will receive no money until they get a judgment against the defendants they sue. As noted above, obtaining a final judgment could take up to four years.</p>
<p><b><u>Child Protection Procedures and Survivor Bill of Rights</u></b></p> <p>The Joint Plan has the most detailed and comprehensive Non-Monetary Plan Provisions ever agreed to by any Catholic Diocese.</p>	<p><b><u>Child Protection Procedures and Survivor Bill of Rights</u></b></p> <p>The Non-Monetary Provisions are only enforceable if the Joint Plan is confirmed. If the Bankruptcy Case is dismissed, they cannot be enforced, and no public archive of abuse records will be created.</p>
<p><b><u>Claim Evaluation:</u></b></p> <p>Abuse Claims will be evaluated by an Abuse Claims Reviewer chosen by the Survivors' Committee. Your recovery will be consistent with the Trust Distribution Protocol proposed by the Survivors' Committee. This process provides consistent, predictable outcomes for Abuse Claimants as a whole and provides that your recovery will, in most respects, be equal to all other Abuse Survivors who possess similar claims.</p>	<p><b><u>Claim Evaluation:</u></b></p> <p>Your claim and judgement will be decided by either a judge or a jury after a trial. During the trial you and your family will be subject to deposition by the defense lawyers, and your claims will be scrutinized and evaluated by other experts selected by the defendants</p>
<p><b><u>Settlement Trust Protected From Other Creditors:</u></b></p>	<p><b><u>No Protection From Other Creditors:</u></b></p>

Confirmation of the Joint Plan ensures a dedicated fund—the Settlement Trust—for the payment of Abuse Claims. Other creditors, including Bondholders, will be paid out of separate funds.	All creditors will be competing for the same assets. For example, Bondholders will likely sue the Archdiocese, and, due to the nature of the claim, they would likely obtain a judgment before you do, potentially allowing them to seize Archdiocesan assets that could have been used to pay your Claim. Bondholders seek \$40 million plus past-due interest and unpaid attorneys' fees.
---	---



## FAQs

### 1. How is the Settlement Trust funded?

The Settlement Trust will be funded with a total of approximately \$179.3 million. This amount includes \$130 million from the Archdiocese and its affiliates payable on the Joint Plan effective date. It also includes a \$20 million promissory note payable over 4 years starting in July 2026. Finally, the amount includes \$29,275,000 from insurance companies that have agreed to the settlement.

The Settlement Trust may receive additional funding through the sale of affordable living / senior housing facilities known as the Christopher Homes. A sale process has begun for these assets and will be on-going during the Joint Plan confirmation process. A significant portion of the net proceeds from the sale of Christopher Homes will also fund the Settlement Trust.

### 2. What does the Settlement Trustee do?

The Settlement Trustee will oversee the Settlement Trust including accepting the settlement funds, investing the settlement funds, and managing their distribution. The Settlement Trustee will also coordinate litigation against the insurance company that has not agreed to a settlement and will be involved with any broader settlement involving that insurance company. The Settlement Trustee will also enforce the non-monetary plan provisions discussed below and file reports regarding the trust activity with the Bankruptcy Court.

The Settlement Trust includes an oversight committee staffed with Survivor representatives, which will advise the Settlement Trustee regarding significant decisions related to the Settlement Trust.

### 3. How are the Abuse Claims reviewed?

Each claim will be reviewed by a professional claim reviewer. The claim reviewer will also accept supplemental information provided by claimants. Each claim will be scored on a 100-point scale based on the nature of the abuse, the impact of the abuse, and other factors set out in the Trust Allocation Protocol. Survivors will be notified of their score and can request reconsideration for a fee. The Settlement Trustee will use the score to calculate distributions to abuse claimants.

### 4. How does the Joint Plan address insurers who did not settle?

As of the time of this document, one insurer has not settled. The Joint Plan provides that abuse claimants with claims during the coverage years of the insurer that did not settle can file a lawsuit against the insurer in state court. The Settlement Trustee will decide which lawsuits will get filed first with a goal of asserting maximum pressure on the insurer. Survivors who successfully litigate will receive point enhancements set out in the Trust Allocation Protocol.

### 5. What does the Joint Plan do to prevent future abuse claims?

The Joint Plan includes a document called *The Roman Catholic Church of the Archdiocese of New Orleans' Non-Monetary Joint Plan Provisions to Foster Child Protection and Prevent Child Sexual Abuse* (the "Non-Monetary Provisions"). These Non-Monetary Provisions will change how the Archdiocese operates going forward and will increase oversight, accountability, and transparency. Among other things, outside experts will evaluate the Archdiocese's child-protection programs and will recommend improvements. In addition, the Archdiocese will create a document archive stored at a secular university that will enable Survivors and the public to study the history of abuse at the Archdiocese and its affiliates.

Lastly, the Archdiocese will also hold public forums in which Survivors can meet with the Archbishop, share their experiences, and express their concerns. The Survivors' Committee expects that the Non-Monetary Provisions will help prevent future abuse. The Non-Monetary Provisions will only be implemented if the Joint Plan is confirmed.

### **TOWN HALL INFORMATION**

The Survivors' Committee will hold multiple online town hall meetings to help inform Survivors regarding the Joint Plan. At these meetings, the Survivors' Committee will give a presentation regarding the Joint Plan and answer questions submitted by participants. The town hall meetings will be held as follows:

- September 12, 2025 at 3 PM Central.
- September 24, 2025 at 12 PM Central.
- October 20, 2025, at 7 PM Central.

Meeting access link:

<https://troutman.zoom.us/j/99658068802?pwd=XlK0nfUM2cDwYxjS293Sd9SVBsbxae.1>

Meeting password: 337876

**Schedule 5**

**Confirmation Hearing Notice**

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

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

**NOTICE OF (A) CONFIRMATION HEARING,  
(B) ESTABLISHMENT OF VOTING RECORD DATE, (C) SOLICITATION  
AND VOTING PROCEDURES, (D) VOTING DEADLINE, AND (E) DEADLINE  
FOR OBJECTING TO THE JOINT PLAN AND THE INSURANCE SETTLEMENT MOTION**

**PLEASE TAKE NOTICE that:**

1. On August [•], 2025, the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Bankruptcy Court**”) entered an Order (the “**Disclosure Statement Order**”), [ECF •],<sup>2</sup> that: (a) authorizes the Roman Catholic Church of the Archdiocese New Orleans, the debtor and debtor-in-possession herein (the “**Debtor**” or “**Archdiocese**”) in this chapter 11 case (the “**Chapter 11 Case**”), the Additional Debtors, and the Official Committee of Unsecured Creditors (collectively the “**Plan Proponents**” and each a “**Plan Proponent**”), to solicit votes on the *Second 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 August 6, 2025*, [ECF 4235], (as amended, modified, or supplemented from time to time, the “**Joint Plan**”); (b) approves the corresponding *Second Amended Modified Disclosure Statement for the Second 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 August 6, 2025*, [ECF 4242], (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 packages (the “**Solicitation Package**”); and (d) approves procedures for soliciting, receiving, and tabulating votes on the Joint Plan and Filing objections to the Joint Plan.

2. On July 29, 2025, the Archdiocese filed its *Motion for Entry of Orders Pursuant to Sections 363 and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving Insurance Settlement Agreements and Policy Buybacks with Certain Insurers and Granting Related Relief*, [ECF 4181], (the “**Insurance Settlement Motion**”). The Insurance Settlement Motion seeks entry of orders approving proposed settlement agreements (the “**Insurance Settlement Agreements**”), injunctions and policy buy-

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

<sup>2</sup> Capitalized terms not otherwise defined herein will have the same meaning as set forth in the Joint Plan or the Disclosure Statement Order.

backs with the “**Settling Insurers**.”<sup>3</sup> Pursuant to the Insurance Settlement Agreements, the Settling Insurers will buy back the Settling Insurers’ Policies and any Related Insurance Claims and Coverage Claims (the “**Purchased Property**”), excluding certain limited preserved coverage with respect to Catholic Mutual (the “**Preserved Coverage**”).

3. In connection with the Insurance Settlement Motion, the Archdiocese and Additional Debtors are seeking to settle and sell, free and clear of all liens, claims, encumbrances, and other Subject Interests, the Purchased Property. **This “free and clear” sale of the Purchased Property entails certain releases, injunctions, and other protective provisions in favor of the Settling Insurers. The sale proposed in the Insurance Settlement Motion requires approval of an injunction (the “Sale Injunction”) that will permanently enjoin all Entities who have held or asserted, or may in the future hold or assert (1) any and all Claims held by any Entity against any of the Covered Parties or Settling Insurers in relation to the Settling Insurers’ Policies, and (2) all Subject Interests held by any Entity in any of the Settling Insurers’ Policies (other than the Preserved Coverage).**

4. **Confirmation Hearing.** The Bankruptcy Court will hold a hearing to consider Confirmation of the Joint Plan and approval of the Insurance Settlement Motion (the “**Confirmation Hearing**”) commencing on **November 12, 2025, at 9:00 a.m. (Central Time)**, before the Honorable Meredith S. Grabill, in the Bankruptcy Court located at 500 Poydras Street, Suite B-601, New Orleans, LA 70130. You may participate in the Confirmation Hearing (a) in person, (b) by telephone through the Bankruptcy Court’s Teleconference Line, 504-517-1385, Conference Code 129611, or (c) by video at <https://gotomeet.me/JudgeGrabill> (audio will still be through the dial in Conference Code above). Parties in interest are directed to the Bankruptcy Court’s General Order 2021-2 for information on hearings, available at <https://www.laeb.uscourts.gov/>. The Confirmation Hearing may be adjourned from time to time without further notice other than by such adjournment being announced during the Confirmation Hearing, or by a notice of adjournment Filed with the Bankruptcy Court.

5. The Plan Proponents are soliciting acceptances of the Joint Plan from Creditors who hold Claims in the following Classes established in the Joint Plan (the “**Voting Classes**”): Class 3 (Known Abuse Claims); Class 4 (Unknown Abuse Claims); Class 6 (Bond Claims); Class 7 (General Unsecured Claims and Trade Claims—Debtor); and Class 8 (Non-Abuse Personal Injury Claims—Debtor).

6. **Voting Record Date.** **August 14, 2025, at 11:59 p.m. (Central Time)** is the date for determining which holders of Claims in the Voting Classes are entitled to vote on the Joint Plan (the “**Voting Record Date**”); provided, however, that if a Known Abuse Claimant files an Abuse Proof of Claim against an Additional Debtor, then the Voting Record Date for such Known Abuse Claim shall be **October 15, 2025, at 11:59 p.m. (Central Time)**.

7. **Voting Deadline.** **October 29, 2025, at 11:59 p.m. (Central Time)** is the deadline to vote on the Joint Plan (the “**Voting Deadline**”). If you receive a Solicitation Package, including a Ballot, and intend to vote on the Joint Plan, you *must*: (a) carefully follow the instructions in the Ballot; (b) complete *all* of the required information on the Ballot; and (c) execute and return your completed Ballot

---

<sup>3</sup> As further defined in the Joint Plan and applicable Insurance Settlement Agreements, the Settling Insurers include, without limitation, (a) SPARTA Insurance Company and American Employers’ Insurance Company (“**SPARTA**”) (subject to condition precedent); (b) United States Fire Insurance Company (“**U.S. Fire**”), International Insurance Company (“**International**”), and 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**”), along with the Related Persons of the foregoing.

according to and as set forth in detail in the instructions on the Ballot so that it is *actually received* by Donlin, Recano & Company, LLC (the “**Claims and Voting Agent**”), as instructed in the Ballot, on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

8. **Creditors Entitled to Vote.** Only Creditors who hold a Claim in a Voting Class will be entitled to vote with respect to such Claims, as set forth in the Solicitation and Voting Procedures (attached to the Disclosure Statement Order as Schedule 2) (the “**Procedures**”).

9. **Establishing Claim Amounts for Voting Purposes Only.** Any amounts filled in on Ballots by the Plan Proponents through the Claims and Voting Agent are not binding for purposes of Allowance or Distribution. In tabulating votes, for voting purposes only, the standard set forth in the Procedures will be used to determine the amount of the Claim associated with each Creditor’s vote.

10. **Confirmation Objection Deadline.** Objections to the Joint Plan or Insurance Settlement Motion must be made in writing and Filed with the Bankruptcy Court on or before **October 30, 2025, at 11:59 p.m. (Central Time)** (the “**Confirmation Objection Deadline**”). At the Confirmation Hearing, the Bankruptcy Court has the discretion to only consider those objections made in writing and timely Filed on or before the Confirmation Objection Deadline. If you are an Abuse Claimant, you may file your objection under seal, so that it is not accessible to the public. Failure to file and serve any objection to the Joint Plan or Insurance Settlement Motion in conformity with the foregoing procedures may result in the objecting party not being heard at the Confirmation Hearing.

11. **The Joint Plan contains, among other things, the following:**

**IMPORTANT INFORMATION ABOUT THE RELEASES, INJUNCTIONS, EXCULPATION PROVISIONS, GATEKEEPER INJUNCTION, AND BAR DATES CONTAINED IN THE JOINT PLAN, AND THE RELEASES AND INJUNCTION PURSUANT TO THE INSURANCE SETTLEMENTS**

**YOUR RIGHTS MAY BE AFFECTED BY THE JOINT PLAN AND INSURANCE SETTLEMENT MOTION. THEREFORE, YOU SHOULD READ THE DISCLOSURE STATEMENT, JOINT PLAN, INSURANCE SETTLEMENT MOTION, INSURANCE SETTLEMENT AGREEMENTS, AND RELATED MATERIALS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**A. THE JOINT PLAN CONTAINS RELEASES AND INJUNCTIONS THAT RELATE TO AND AFFECT THE RIGHTS, CLAIMS, AND/OR CAUSES OF ACTION THAT CREDITORS, INCLUDING ABUSE CLAIMANTS, MAY HAVE AGAINST THE DEBTOR, REORGANIZED DEBTOR, THE ADDITIONAL DEBTORS, AND THE REORGANIZED ADDITIONAL DEBTORS AS PROVIDED IN ARTICLE 12 OF THE JOINT PLAN.**

**B. THE JOINT PLAN CONTAINS INJUNCTIONS IN FAVOR OF THE SETTLING INSURERS AS PROVIDED IN SECTIONS 12.4, 12.5, AND 12.15 OF THE JOINT PLAN THAT ENJOIN (1) ANY AND ALL CLAIMS HELD BY ANY ENTITY AGAINST ANY OF THE PROTECTED PARTIES AND ALL CLAIMS AGAINST THE SETTLING INSURERS IN RELATION TO THE SETTLING INSURERS’ POLICIES, AND (2) ALL SUBJECT INTERESTS HELD BY ANY ENTITY IN ANY OF THE SETTLING INSURERS’ POLICIES.**

**C. THE JOINT PLAN CONTAINS CERTAIN EXCULPATORY AND LIMITATION OF LIABILITY PROVISIONS THAT RELATE TO AND AFFECT THE RIGHTS, CLAIMS, AND/OR CAUSES OF ACTION THAT CREDITORS, INCLUDING ABUSE CLAIMANTS, MAY HAVE AGAINST THE EXCULPATED PARTIES AS PROVIDED IN SECTION 12.3 OF THE JOINT PLAN.**

**D. THE JOINT PLAN CONTAINS A GATEKEEPER INJUNCTION IN SECTION 12.8 REQUIRING ENJOINED PARTIES TO DEMONSTRATE THEY HAVE A COLORABLE CLAIM THAT IS NOT RELEASED, ENJOINED, OR OTHERWISE BARRED BEFORE ASSERTING ANY SUCH CLAIM. FAILURE TO SEEK RELIEF FROM THE BANKRUPTCY COURT BEFORE FILING SUCH CLAIM CAN RESULT IN AN AWARD OF ATTORNEYS' FEES.**

**E. IF APPROVED BY THE BANKRUPTCY COURT, THE JOINT PLAN WILL ESTABLISH A BAR DATE OF DECEMBER 2, 2025 BY WHICH CERTAIN CREDITORS, INCLUDING ABUSE CLAIMANTS, WHO HAVE NOT ALREADY FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASE OR FILED SUIT AGAINST THE ARCHDIOCESE OR AN ADDITIONAL DEBTOR BY AUGUST 14, 2025, MUST FILE A PROOF OF CLAIM. FAILURE TO FILE A PROOF OF CLAIM IN ACCORDANCE WITH SECTIONS 6.11 AND 6.12 OF THE JOINT PLAN WILL RESULT IN DISALLOWANCE OF CERTAIN CLAIMS AGAINST THE ADDITIONAL DEBTORS.**

**BEFORE YOU VOTE, YOU SHOULD REVIEW THE ENTIRE DISCLOSURE STATEMENT, JOINT PLAN, INSURANCE SETTLEMENT AGREEMENTS, AND INSURANCE SETTLEMENT MOTION INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS DISCUSSED ABOVE.**

**12. The Plan Supplements.** The Plan Proponents will File Plan Supplements on or before **October 20, 2025, at 11:59 p.m. (Central Time)**, and will serve a Notice of Filing on parties in interest.

**13. Obtaining Solicitation Materials.**

- a. If you have any procedural questions regarding the Insurance Settlement Motion, the Disclosure Statement or the Joint Plan, or if you would like to obtain a copy of a Ballot, you should contact the noticing, claims, and voting agent retained by the Debtor in the Chapter 11 Case, Donlin, Recano & Company, LLC (the “**Claims and Voting Agent**”), by: (a) telephoning the Claims and Voting Agent at 1-877-476-4389 (toll free); (b) visiting the restructuring website, maintained by the Claims and Voting Agent, at <https://www.donlinrecano.com/Clients/rcano/Index>; (c) writing the Claims and Voting Agent, at Donlin, Recano & Company, LLC, Re: The Roman Catholic Church of the Archdiocese of New Orleans, Attn: Voting Department, P.O. Box 2053, New York, NY 10272-2042; and/or (d) emailing the Claims and Voting Agent at [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).
- b. If you do not need a Ballot, but would like to inspect and/or obtain a copy of the Disclosure Statement, the Joint Plan, the Disclosure Statement Order, the Insurance Settlement Motion, or the Insurance Settlement Agreements, you may inspect and print copies by visiting (a) the Court’s website at <https://www.laeb.uscourts.gov/archdioceseofneworleansch11> (without charge), (b) the Bankruptcy Court’s electronic case management system website at <https://ecf.laeb.uscourts.gov> (fee charged), or (c) the restructuring website, maintained by the Claims and Voting Agent, at <https://www.donlinrecano.com/Clients/rcano/Index>.
- c. All pleadings and other documents Filed in the Chapter 11 Case are available for inspection and copying (a) by visiting the restructuring website, maintained by the Claims and Voting Agent, at <https://www.donlinrecano.com/Clients/rcano/Dockets> (without charge), or (b) on the Bankruptcy Court’s electronic case management system website at <http://www.laeb.uscourts.gov> (fee charged).
- d. To access documents on the Bankruptcy Court’s electronic case management system, you will need a PACER password and login, which can be obtained at [pacer.psc.uscourts.gov](http://pacer.psc.uscourts.gov).

**BINDING NATURE OF THE JOINT PLAN**

**IF CONFIRMED, THE JOINT PLAN AND RELATED DOCUMENTS WILL BIND ALL CREDITORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH CREDITOR WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE JOINT PLAN, HAS FILED A PROOF OF CLAIM, FAILED TO VOTE TO ACCEPT OR REJECT THE JOINT PLAN, OR VOTED TO REJECT THE JOINT PLAN.**

Dated: [•], 2025

/s/ Mark A. Mintz

JONES WALKER LLP  
R. Patrick Vance (#13008)  
Elizabeth J. Futrell (#05863)  
Mark A. Mintz (#31878)  
Samantha A. Oppenheim (#38364)  
201 St. Charles Avenue, 51st Floor  
New Orleans, LA 70170  
Telephone: (504) 582-8000  
Facsimile: (504) 589-8260  
Email: pvance@joneswalker.com  
efutrell@joneswalker.com  
mmintz@joneswalker.com  
soppenheim@joneswalker.com

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

/s/ Douglas S. Draper

HELLER, DRAPER, & HORN, L.L.C.  
Douglas S. Draper  
Greta S. Brouphy  
Michael E. Landis  
650 Poydras Street, Suite 2500  
New Orleans, Louisiana 70130  
Telephone: 504-299-3300  
Facsimile: 504-299-3399  
E-mail: ddraper@hellerdraper.com  
gbrouphy@hellerdraper.com  
mlandis@hellerdraper.com

**ATTORNEYS FOR  
THE ADDITIONAL DEBTORS**

/s/ James S. Stang

PACHULSKI STANG ZIEHL & JONES LLP  
James I. Stang (CA Bar 94435) (pro hac vice)  
Iain A.W. Nasatir (CA Bar 148977) (pro hac vice)  
Andrew W. Caine (CA Bar 110345) (pro hac vice)  
Karen B. Dine (NY Bar 2625366) (pro hac vice)  
10100 Santa Monica Blvd., Ste. 1300  
Los Angeles, CA 90067  
Telephone: (310) 277-6910  
Facsimile: (310) 201-0760  
Email: jstang@pszjlaw.com  
inasatir@pszjlaw.com  
acaine@pszjlaw.com  
kdine@pszjlaw.com

/s/ Bradley C. Knapp

TROUTMAN PEPPER LOCKE LLP  
Omer F. Kuebel, III (La #21682)  
Bradley C. Knapp (La #35867)  
601 Poydras Street, Suite 2660  
New Orleans, Louisiana 70130-6036  
Telephone: (504) 558-5210  
Facsimile: (504) 910-6847  
Email: rkuebel@lockelord.com  
bknapp@lockelord.com

TROUTMAN PEPPER LOCKE LLP  
W. Steven Bryant (TX Bar No. 2427413)  
300 Colorado Street, Ste. 2100  
Austin, Texas 78701  
Telephone: (512) 305-4726  
Facsimile: (512) 305-4800  
Email: steven.bryant@troutman.com

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



**Schedule 6**

**Non-Voting Status Notice**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

---

NOTICE OF NON-VOTING STATUS UNDER JOINT CHAPTER 11 PLAN  
OF REORGANIZATION FOR THE ROMAN CATHOLIC CHURCH OF THE  
ARCHDIOCESE OF NEW ORLEANS AND ADDITIONAL DEBTORS

PLEASE TAKE NOTICE that:

1. On August [•], 2025, the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Bankruptcy Court**”) entered an Order (the “**Disclosure Statement Order**”), [ECF •],<sup>2</sup> that: (a) authorizes the Roman Catholic Church of the Archdiocese New Orleans, the debtor and debtor-in-possession herein (the “**Debtor**” or “**Archdiocese**”) in this chapter 11 case (the “**Chapter 11 Case**”), the Additional Debtors, and the Official Committee of Unsecured Creditors (collectively the “**Plan Proponents**” and each a “**Plan Proponent**”), to solicit votes on the *Second 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 August 6, 2025*, [ECF 4235], (as amended, modified, or supplemented from time to time, the “**Joint Plan**”); (b) approves the corresponding *Second Amended Modified Disclosure Statement for the Second 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 August 6, 2025*, [ECF 4242], (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 packages (the “**Solicitation Package**”); and (d) approves procedures for soliciting, receiving, and tabulating votes on the Joint Plan and Filing objections to the Joint Plan.

2. Because of the nature and treatment of your Claim under the Joint Plan, *you are not entitled to vote on the Joint Plan.*

3. The Bankruptcy Court will hold a hearing to consider Confirmation of the Joint Plan (the “**Confirmation Hearing**”) commencing on **November 12, 2025, at 9:00 a.m. (Central Time)**, before the Honorable Meredith S. Grabill, in the Bankruptcy Court located at 500 Poydras Street, Suite B-601, New Orleans, LA 70130. You may participate in the Confirmation Hearing (a) in person, (b) by telephone through the Bankruptcy Court’s Teleconference Line, 504-517-1385, Conference Code 129611, or (c) by video at <https://gotomeet.me/JudgeGrabill> (audio will still be through the dial in Conference Code above). Parties in interest are directed to the Bankruptcy Court’s General Order 2021-2 for information on hearings,

---

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

<sup>2</sup> Capitalized terms not otherwise defined herein will have the same meaning as set forth in the Joint Plan or the Disclosure Statement Order.

available at <https://www.laeb.uscourts.gov/>. The Confirmation Hearing may be adjourned from time to time without further notice other than by such adjournment being announced during the Confirmation Hearing, or by a notice of adjournment Filed with the Bankruptcy Court.

4. Objections, if any, to the confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought in connection with the confirmation of the Joint Plan, including, but not limited to, approval of the Insurance Settlement Agreements, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim of such party, and (c) be Filed with the Bankruptcy Court **no later than October 30, 2025, at 11:59 p.m. (Central Time)** (the “Confirmation Objection Deadline”). **ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE CONFIRMATION OBJECTION DEADLINE MAY NOT BE CONSIDERED.**

5. The Joint Plan contains, among other things, the following:

**IMPORTANT INFORMATION ABOUT THE RELEASES, INJUNCTIONS, EXCULPATION PROVISIONS, GATEKEEPER INJUNCTION, AND BAR DATES CONTAINED IN THE JOINT PLAN**

**A. THE JOINT PLAN CONTAINS RELEASES AND INJUNCTIONS THAT RELATE TO AND AFFECT THE RIGHTS, CLAIMS, AND/OR CAUSES OF ACTION THAT CREDITORS, INCLUDING ABUSE CLAIMANTS, MAY HAVE AGAINST THE DEBTOR, REORGANIZED DEBTOR, THE ADDITIONAL DEBTORS, AND THE REORGANIZED ADDITIONAL DEBTORS AS PROVIDED IN ARTICLE 12 OF THE JOINT PLAN.**

**B. THE JOINT PLAN CONTAINS INJUNCTIONS IN FAVOR OF THE SETTLING INSURERS AS PROVIDED IN SECTIONS 12.4, 12.5, AND 12.15 OF THE JOINT PLAN THAT ENJOIN CERTAIN CLAIMS AGAINST SETTLING INSURERS.**

**C. THE JOINT PLAN CONTAINS CERTAIN EXCULPATORY AND LIMITATION OF LIABILITY PROVISIONS THAT RELATE TO AND AFFECT THE RIGHTS, CLAIMS, AND/OR CAUSES OF ACTION THAT CREDITORS, INCLUDING ABUSE CLAIMANTS, MAY HAVE AGAINST THE EXCULPATED PARTIES AS PROVIDED IN SECTION 12.3 OF THE JOINT PLAN.**

**D. THE JOINT PLAN CONTAINS A GATEKEEPER INJUNCTION IN SECTION 12.8 REQUIRING ENJOINED PARTIES TO DEMONSTRATE THEY HAVE A COLORABLE CLAIM THAT IS NOT RELEASED, ENJOINED, OR OTHERWISE BARRED BEFORE ASSERTING ANY SUCH CLAIM. FAILURE TO SEEK RELIEF FROM THE BANKRUPTCY COURT BEFORE FILING SUCH CLAIM CAN RESULT IN AN AWARD OF ATTORNEYS’ FEES.**

**E. IF APPROVED BY THE BANKRUPTCY COURT, THE JOINT PLAN WILL ESTABLISH A BAR DATE OF DECEMBER 2, 2025 BY WHICH CERTAIN CREDITORS, INCLUDING ABUSE CLAIMANTS, WHO HAVE NOT ALREADY FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASE OR FILED SUIT AGAINST THE ARCHDIOCESE OR AN ADDITIONAL DEBTOR BY AUGUST 14, 2025, MUST FILE A PROOF OF CLAIM. FAILURE TO FILE A PROOF OF CLAIM IN ACCORDANCE WITH SECTIONS 6.11 AND 6.12 OF THE JOINT PLAN WILL RESULT IN DISALLOWANCE OF CERTAIN CLAIMS AGAINST THE ADDITIONAL DEBTORS.**

**BEFORE YOU VOTE, YOU SHOULD REVIEW THE ENTIRE DISCLOSURE STATEMENT AND JOINT PLAN, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS DISCUSSED ABOVE.**

6. If you would like to obtain a copy of the Disclosure Statement (including the Joint Plan and the other exhibits thereto), the Disclosure Statement Order, any other materials in the Solicitation Package (excluding Ballots), or any other pleading or document Filed in the Chapter 11 Case, you should contact the noticing, claims, and voting agent retained by the Debtor in the Chapter 11 Case, Donlin, Recano & Company, LLC (the “**Claims and Voting Agent**”), by: (a) telephoning the Claims and Voting Agent at 1-877-476-4389 (toll free); (b) visiting the restructuring website, maintained by the Claims and Voting Agent, at <https://www.donlinrecano.com/Clients/rcano/Index>; (c) writing the Claims and Voting Agent, (i) via First Class Mail, to Donlin, Recano & Company, LLC, re: The Roman Catholic Church of the Archdiocese of New Orleans, Attn: Voting Department, P.O. Box 2053, New York, NY 10272- 2042, or (ii) via Overnight/hand delivery, 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; or (d) emailing the Claims and Voting Agent at [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).

All the pleadings Filed in the Chapter 11 Case are available for inspection and copying, without a fee, on the restructuring website at <https://www.donlinrecano.com/Clients/rcano/Index>, or on the Bankruptcy Court’s website, for a fee, at <http://www.laeb.uscourts.gov>.

*[Signature Page Follows]*

Dated: [•], 2025

/s/ Mark A. Mintz

JONES WALKER LLP

R. Patrick Vance (#13008)

Elizabeth J. Futrell (#05863)

Mark A. Mintz (#31878)

Samantha A. Oppenheim (#38364)

201 St. Charles Avenue, 51st Floor

New Orleans, LA 70170

Telephone: (504) 582-8000

Facsimile: (504) 589-8260

Email: pvance@joneswalker.com

efutrell@joneswalker.com

mmintz@joneswalker.com

soppenheim@joneswalker.com

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

/s/ Douglas S. Draper

HELLER, DRAPER, & HORN, L.L.C.

Douglas S. Draper

Greta S. Brouphy

Michael E. Landis

650 Poydras Street, Suite 2500

New Orleans, Louisiana 70130

Telephone: 504-299-3300

Facsimile: 504-299-3399

E-mail: ddraper@hellerdraper.com

gbrouphy@hellerdraper.com

mlandis@hellerdraper.com

**ATTORNEYS FOR  
THE ADDITIONAL DEBTORS**

/s/ James S. Stang

PACHULSKI STANG ZIEHL & JONES LLP

James I. Stang (CA Bar 94435) (pro hac vice)

Iain A.W. Nasatir (CA Bar 148977) (pro hac vice)

Andrew W. Caine (CA Bar 110345) (pro hac vice)

Karen B. Dine (NY Bar 2625366) (pro hac vice)

10100 Santa Monica Blvd., Ste. 1300

Los Angeles, CA 90067

Telephone: (310) 277-6910

Facsimile: (310) 201-0760

Email: jstang@pszjlaw.com

inasatir@pszjlaw.com

acaine@pszjlaw.com

kdine@pszjlaw.com

/s/ Bradley C. Knapp

TROUTMAN PEPPER LOCKE LLP

Omer F. Kuebel, III (La #21682)

Bradley C. Knapp (La #35867)

601 Poydras Street, Suite 2660

New Orleans, Louisiana 70130-6036

Telephone: (504) 558-5210

Facsimile: (504) 910-6847

Email: rkuebel@lockelord.com

bknapp@lockelord.com

TROUTMAN PEPPER LOCKE LLP

W. Steven Bryant (TX Bar No. 2427413)

300 Colorado Street, Ste. 2100

Austin, Texas 78701

Telephone: (512) 305-4726

Facsimile: (512) 305-4800

Email: steven.bryant@troutman.com

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

## **Schedule 7**

### **Plan Supplements Notice**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH OF	§	
THE ARCHDIOCESE OF NEW	§	Section "A"
ORLEANS,	§	
	§	Chapter 11
Debtor. <sup>1</sup>	§	

---

**NOTICE OF FILING PLAN SUPPLEMENTS**

**PLEASE TAKE NOTICE** that:

1. On August [•], 2025, the United States Bankruptcy Court for the Eastern District of Louisiana (the "**Bankruptcy Court**") entered an Order (the "**Disclosure Statement Order**"), [ECF •],<sup>2</sup> that: (a) authorizes the Roman Catholic Church of the Archdiocese New Orleans, the debtor and debtor-in-possession herein (the "**Debtor**" or "**Archdiocese**") in this chapter 11 case (the "**Chapter 11 Case**"), the Additional Debtors, and the Official Committee of Unsecured Creditors (collectively the "**Plan Proponents**" and each a "**Plan Proponent**"), to solicit votes on the *Second 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 August 6, 2025*, [ECF 4235], (as amended, modified, or supplemented from time to time, the "**Joint Plan**"); (b) approves the corresponding *Second Amended Modified Disclosure Statement for the Second 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 August 6, 2025*, [ECF 4242], (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 packages (the "**Solicitation Package**"); and (d) approves procedures for soliciting, receiving, and tabulating votes on the Joint Plan and Filing objections to the Joint Plan.

2. The Bankruptcy Court will hold a hearing to consider Confirmation of the Joint Plan (the "**Confirmation Hearing**"), commencing on **November 12, 2025, at 9:00 a.m. (Central Time)**, before the Honorable Meredith S. Grabill, in the Bankruptcy Court located at 500 Poydras Street, Suite B-601, New Orleans, LA 70130. You may participate in the Confirmation Hearing (a) in person, (b) by telephone through the Bankruptcy Court's Teleconference Line, 504-517-1385, Conference Code 129611, or (c) by video at <https://gotomeet.me/JudgeGrabill> (audio will still be through the dial in Conference Code above). Parties in interest are directed to the Bankruptcy Court's General Order 2021-2 for information on hearings, available at <https://www.laeb.uscourts.gov/>. The Confirmation Hearing may be adjourned from time to time without further notice other than by such adjournment being announced during the Confirmation Hearing, or by a notice of adjournment Filed with the Bankruptcy Court.

---

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

<sup>2</sup> Capitalized terms not otherwise defined herein will have the same meaning as set forth in the Joint Plan or the Disclosure Statement Order.

3. The Joint Plan and Disclosure Statement contemplate the submission of certain documents or forms (the “**Plan Supplements**”) in advance of the Confirmation Hearing. The Plan Proponents Filed the following Plan Supplements on [•], 2025:

[•].

4. The Plan Supplements are integral to, and are considered part of, the Joint Plan. If the Joint Plan is confirmed, the Plan Supplements will be approved by the Bankruptcy Court pursuant to the order confirming the Joint Plan.

5. The Plan Proponents reserve the right, subject to the terms and conditions set forth in the Joint Plan, to alter, amend, modify, or supplement any Plan Supplement through the Effective Date.

6. If you would like to obtain a copy of the Disclosure Statement, the Joint Plan, any Plan Supplement, or any other pleading or document Filed in the Chapter 11 Case, you should contact the noticing, claims, and voting agent retained by the Debtor in the Chapter 11 Case, Donlin, Recano & Company, LLC (the “**Claims and Voting Agent**”), by: (a) telephoning the Claims and Voting Agent at 1-877-476-4389 (toll free); (b) visiting the restructuring website, maintained by the Claims and Voting Agent, at <https://www.donlinrecano.com/Clients/rcano/Index>; (c) writing the Claims and Voting Agent, (i) via First Class Mail, to Donlin, Recano & Company, LLC, re: The Roman Catholic Church of the Archdiocese of New Orleans, Attn: Voting Department, P.O. Box 2053, New York, NY 10272- 2042, or (ii) via Overnight/hand delivery, 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; or (d) emailing the Claims and Voting Agent at [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).

All the pleadings Filed in the Chapter 11 Case are available for inspection and copying, without a fee, on the restructuring website at <https://www.donlinrecano.com/Clients/rcano/Index>, or on the Bankruptcy Court’s website, for a fee, at <http://www.laeb.uscourts.gov>.

*[Signature Page Follows]*



Dated: [•], 2025

/s/ Mark A. Mintz

JONES WALKER LLP

R. Patrick Vance (#13008)

Elizabeth J. Futrell (#05863)

Mark A. Mintz (#31878)

Samantha A. Oppenheim (#38364)

201 St. Charles Avenue, 51st Floor

New Orleans, LA 70170

Telephone: (504) 582-8000

Facsimile: (504) 589-8260

Email: pvance@joneswalker.com

efutrell@joneswalker.com

mmintz@joneswalker.com

soppenheim@joneswalker.com

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

/s/ Douglas S. Draper

HELLER, DRAPER, & HORN, L.L.C.

Douglas S. Draper

Greta S. Brouphy

Michael E. Landis

650 Poydras Street, Suite 2500

New Orleans, Louisiana 70130

Telephone: 504-299-3300

Facsimile: 504-299-3399

E-mail: ddraper@hellerdraper.com

gbrouphy@hellerdraper.com

mlandis@hellerdraper.com

**ATTORNEYS FOR  
THE ADDITIONAL DEBTORS**

/s/ James S. Stang

PACHULSKI STANG ZIEHL & JONES LLP

James I. Stang (CA Bar 94435) (pro hac vice)

Iain A.W. Nasatir (CA Bar 148977) (pro hac vice)

Andrew W. Caine (CA Bar 110345) (pro hac vice)

Karen B. Dine (NY Bar 2625366) (pro hac vice)

10100 Santa Monica Blvd., Ste. 1300

Los Angeles, CA 90067

Telephone: (310) 277-6910

Facsimile: (310) 201-0760

Email: jstang@pszjlaw.com

inasatir@pszjlaw.com

acaine@pszjlaw.com

kdine@pszjlaw.com

/s/ Bradley C. Knapp

TROUTMAN PEPPER LOCKE LLP

Omer F. Kuebel, III (La #21682)

Bradley C. Knapp (La #35867)

601 Poydras Street, Suite 2660

New Orleans, Louisiana 70130-6036

Telephone: (504) 558-5210

Facsimile: (504) 910-6847

Email: rkuebel@lockelord.com

bknapp@lockelord.com

TROUTMAN PEPPER LOCKE LLP

W. Steven Bryant (TX Bar No. 2427413)

300 Colorado Street, Ste. 2100

Austin, Texas 78701

Telephone: (512) 305-4726

Facsimile: (512) 305-4800

Email: steven.bryant@troutman.com

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

## **Schedule 8**

### **Assumption and Cure Notice**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

In re:	§	
	§	Case No. 20-10846
THE ROMAN CATHOLIC CHURCH OF	§	
THE ARCHDIOCESE OF NEW	§	Section "A"
ORLEANS,	§	
	§	Chapter 11
Debtor. <sup>1</sup>	§	

---

**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES TO BE ASSUMED PURSUANT TO THE JOINT PLAN**

**PLEASE TAKE NOTICE** that:

1. On August [•], 2025, the United States Bankruptcy Court for the Eastern District of Louisiana (the "**Bankruptcy Court**") entered an Order (the "**Disclosure Statement Order**"), [ECF •],<sup>2</sup> that: (a) authorizes the Roman Catholic Church of the Archdiocese New Orleans, the debtor and debtor-in-possession herein (the "**Debtor**" or "**Archdiocese**") in this chapter 11 case (the "**Chapter 11 Case**"), the Additional Debtors, and the Official Committee of Unsecured Creditors (collectively the "**Plan Proponents**" and each a "**Plan Proponent**"), to solicit votes on the *Second 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 August 6, 2025*, [ECF 4235], (as amended, modified, or supplemented from time to time, the "**Joint Plan**"); (b) approves the corresponding *Second Amended Modified Disclosure Statement for the Second 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 August 6, 2025*, [ECF 4242], (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 packages (the "**Solicitation Package**"); and (d) approves procedures for soliciting, receiving, and tabulating votes on the Joint Plan and Filing objections to the Joint Plan.

2. On [•], 2025, the Plan Proponents Filed Plan Supplement 10.1(a) (the "**Rejection Schedule**"), as contemplated under the Joint Plan. [ECF •]. Except as otherwise provided in the Joint Plan or in any contract, instrument, release, or other agreement or document entered into in connection with the Joint Plan, each Executory Contract or Unexpired Lease listed on the Rejection Schedule will be deemed rejected pursuant to section 365 of the Bankruptcy Code on the Effective Date.

3. **The Confirmation Order will constitute an Order, effective as of the Effective Date, approving the assumption of each Executory Contract and Unexpired Lease that is not listed on the Rejection Schedule**, including, but not limited to, each Executory Contract and Unexpired Lease that is listed on **Exhibit A** attached to this Notice (the "**Assumption and Cure Schedule**"); **provided, however,** that, in accordance with Section 10.7 of the Joint Plan, the Parish Service Agreements, the

---

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

<sup>2</sup> Capitalized terms not otherwise defined herein will have the same meaning as set forth in the Joint Plan or the Disclosure Statement Order.

Temporalities Manual, and all oral agreements between the Archdiocesan Parishes and the Archdiocese will be neither assumed nor rejected under Bankruptcy Code § 365 and will instead pass through and be treated on and after the Effective Date for all purposes.

**YOU ARE RECEIVING THIS NOTICE BECAUSE THE RECORDS OF THE DEBTOR AND/OR THE ADDITIONAL DEBTORS REFLECT THAT YOU ARE A PARTY TO A CONTRACT THAT IS LISTED ON THE ASSUMPTION AND CURE SCHEDULE (EXHIBIT A TO THIS NOTICE). THEREFORE, YOU ARE ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE (INCLUDING THE ATTACHED ASSUMPTION AND CURE SCHEDULE) AND THE RELATED PROVISIONS OF THE JOINT PLAN.<sup>3</sup>**

4. Section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any monetary defaults under any Executory Contract or Unexpired Lease at the time of assumption (“**Cure Claims**”). Pursuant to the Joint Plan, unless otherwise agreed in a written agreement between the applicable Creditor and the applicable Debtor, Reorganized Archdiocese, Additional Debtor, or Reorganized Additional Debtor, in full and final satisfaction of, and in exchange for, each Cure Claim, the applicable Reorganized Archdiocese or Reorganized Additional Debtor will pay each Allowed Cure Claim in full, in Cash, within fifteen (15) days after the later of (i) the Effective Date, or (ii) the date such Claim becomes an Allowed Cure Claim.

5. After a thorough review of their books and records, the Debtor and/or Additional Debtors have determined the amounts required to satisfy each Cure Claim under each Executory Contract and Unexpired Lease, which Cure Claims are listed in the attached Assumption and Cure Schedule. If no amount is stated for any particular Executory Contract or Unexpired Lease, the Debtor and/or Additional Debtors believe that there is no Cure Claim for such contract or lease.

6. The Bankruptcy Court will hold a hearing to consider Confirmation of the Joint Plan (the “**Confirmation Hearing**”) commencing on **November 12, 2025, at 9:00 a.m. (Central Time)**, before the Honorable Meredith S. Grabill, in the Bankruptcy Court located at 500 Poydras Street, Suite B-601, New Orleans, LA 70130. You may participate in the Confirmation Hearing (a) in person, (b) by telephone through the Bankruptcy Court’s Teleconference Line, 504-517-1385, Conference Code 129611, or (c) by video at <https://gotomeet.me/JudgeGrabill> (audio will still be through the dial in Conference Code above). Parties in interest are directed to the Bankruptcy Court’s General Order 2021-2 for information on hearings, available at <https://www.laeb.uscourts.gov/>. The Confirmation Hearing may be adjourned from time to time without further notice other than by such adjournment being announced during the Confirmation Hearing, or by a notice of adjournment Filed with the Bankruptcy Court.

7. Objections, if any, to the confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought in connection with the confirmation of the Joint Plan, including, but not limited to, approval of the Settlement Agreements, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim of such party, and (c) be Filed with the Bankruptcy Court **no later than October 30, 2025, 11:59 p.m.**

---

<sup>3</sup> Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption and Cure Schedule, nor anything contained in the Joint Plan or the Debtor’s Schedules, shall constitute an admission that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that the Debtor or any Additional Debtor has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding or enforceable agreement. Further, the Debtor and the Additional Debtors expressly reserve the right up and until the Effective Date, (i) to delete any Executory Contract or Unexpired Lease from the Assumption and Cure Schedule, or (ii) add any Executory Contract or Unexpired Lease thereto.

**(Central Time) (the “Confirmation Objection Deadline”). ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE CONFIRMATION OBJECTION DEADLINE MAY NOT BE CONSIDERED.**

8. The Confirmation Objection Deadline is also the deadline for Filing objections to the proposed assumption of any Executory Contract or Unexpired Lease to be assumed pursuant to the Joint Plan, including, but not limited to, an objection to the proposed Cure Claim listed on Exhibit A to this Notice (the “**Contract Assumption Objection Deadline**”). Any such objection *must*: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Bankruptcy Rules and any Orders of the Bankruptcy Court; (c) state, with particularity, the basis and nature of any objection to the proposed Cure Amount, assumption, or assumption of such Executory Contract or Unexpired Lease; and (d) be Filed with the Bankruptcy Court (contemporaneously with a proof of service) and served on the Plan Proponents’ counsel, at the address listed below, so as to be *actually received* on or before the Contract Assumption Objection Deadline. **Any counterparty to an Executory Contract or Unexpired Lease that fails to object to the proposed assumption or Cure Claim on or before the Contract Assumption Objection Deadline will be deemed to have assented to such assumption and the amount of the applicable Cure Claim.** Any such objections that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing, or such other date as may be fixed by the Bankruptcy Court.

**THE ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE JOINT PLAN SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS THAT RESTRICT CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR ANY BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTOR ASSUMES SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT.**

9. If you would like to obtain a copy of the Disclosure Statement, the Joint Plan, any Plan Supplement, or any other pleading or document Filed in the Chapter 11 Case, you should contact the noticing, claims, and voting agent retained by the Debtor in the Chapter 11 Case, Donlin, Recano & Company, LLC (the “**Claims and Voting Agent**”), by: (a) telephoning the Claims and Voting Agent at 1-877-476-4389 (toll free); (b) visiting the restructuring website, maintained by the Claims and Voting Agent, at <https://www.donlinrecano.com/Clients/rcano/Index>; (c) writing the Claims and Voting Agent, (i) via First Class Mail, to Donlin, Recano & Company, LLC, re: The Roman Catholic Church of the Archdiocese of New Orleans, Attn: Voting Department, P.O. Box 2053, New York, NY 10272- 2042, or (ii) via Overnight/hand delivery, 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; or (d) emailing the Claims and Voting Agent at [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).

All the pleadings Filed in the Chapter 11 Case are available for inspection and copying, without a fee, on the restructuring website at <https://www.donlinrecano.com/Clients/rcano/Index>, or on the Bankruptcy Court’s website, for a fee, at <http://www.laeb.uscourts.gov>.

Dated: [•], 2025

/s/ Mark A. Mintz

JONES WALKER LLP

R. Patrick Vance (#13008)

Elizabeth J. Futrell (#05863)

Mark A. Mintz (#31878)

Samantha A. Oppenheim (#38364)

201 St. Charles Avenue, 51st Floor

New Orleans, LA 70170

Telephone: (504) 582-8000

Facsimile: (504) 589-8260

Email: pvance@joneswalker.com

efutrell@joneswalker.com

mmintz@joneswalker.com

soppenheim@joneswalker.com

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

/s/ Douglas S. Draper

HELLER, DRAPER, & HORN, L.L.C.

Douglas S. Draper

Greta S. Brouphy

Michael E. Landis

650 Poydras Street, Suite 2500

New Orleans, Louisiana 70130

Telephone: 504-299-3300

Facsimile: 504-299-3399

E-mail: ddraper@hellerdraper.com

gbrouphy@hellerdraper.com

mlandis@hellerdraper.com

**ATTORNEYS FOR  
THE ADDITIONAL DEBTORS**

/s/ James S. Stang

PACHULSKI STANG ZIEHL & JONES LLP

James I. Stang (CA Bar 94435) (pro hac vice)

Iain A.W. Nasatir (CA Bar 148977) (pro hac vice)

Andrew W. Caine (CA Bar 110345) (pro hac vice)

Karen B. Dine (NY Bar 2625366) (pro hac vice)

10100 Santa Monica Blvd., Ste. 1300

Los Angeles, CA 90067

Telephone: (310) 277-6910

Facsimile: (310) 201-0760

Email: jstang@pszjlaw.com

inasatir@pszjlaw.com

acaine@pszjlaw.com

kdine@pszjlaw.com

/s/ Bradley C. Knapp

TROUTMAN PEPPER LOCKE LLP

Omer F. Kuebel, III (La #21682)

Bradley C. Knapp (La #35867)

601 Poydras Street, Suite 2660

New Orleans, Louisiana 70130-6036

Telephone: (504) 558-5210

Facsimile: (504) 910-6847

Email: rkuebel@lockelord.com

bknapp@lockelord.com

TROUTMAN PEPPER LOCKE LLP

W. Steven Bryant (TX Bar No. 2427413)

300 Colorado Street, Ste. 2100

Austin, Texas 78701

Telephone: (512) 305-4726

Facsimile: (512) 305-4800

Email: steven.bryant@troutman.com

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

**Exhibit A**  
**Assumption and Cure Schedule**

<b>Counterparty Name and Address</b>	<b>Description of Assumed Executory Contracts and Unexpired Leases</b>	<b>Cure Claim<sup>4</sup></b>

---

<sup>4</sup> Cure Claim means all amounts required to cure any monetary defaults and other obligations required to cure any non-monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed.

**Schedule 9**

**Rejection Notice**



UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF LOUISIANA

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

---

**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES TO BE REJECTED PURSUANT TO THE JOINT PLAN**

**PLEASE TAKE NOTICE** that:

1. On August [•], 2025, the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Bankruptcy Court**”) entered an Order (the “**Disclosure Statement Order**”), [ECF •],<sup>2</sup> that: (a) authorizes the Roman Catholic Church of the Archdiocese New Orleans, the debtor and debtor-in-possession herein (the “**Debtor**” or “**Archdiocese**”) in this chapter 11 case (the “**Chapter 11 Case**”), the Additional Debtors, and the Official Committee of Unsecured Creditors (collectively the “**Plan Proponents**” and each a “**Plan Proponent**”), to solicit votes on the *Second 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 August 6, 2025*, [ECF 4235], (as amended, modified, or supplemented from time to time, the “**Joint Plan**”); (b) approves the corresponding *Second Amended Modified Disclosure Statement for the Second 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 August 6, 2025*, [ECF 4242], (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 packages (the “**Solicitation Package**”); and (d) approves procedures for soliciting, receiving, and tabulating votes on the Joint Plan and Filing objections to the Joint Plan.

2. On [•], 2025, the Plan Proponents Filed Plan Supplement 10.1(a) (the “**Rejection Schedule**”), as contemplated under the Joint Plan. [ECF •]. A copy of the Rejection Schedule is attached as **Exhibit A**. Except as otherwise provided in the Joint Plan or in any contract, instrument, release, or other agreement or document entered into in connection with the Joint Plan, each Executory Contract or Unexpired Lease listed on the Rejection Schedule will be deemed rejected pursuant to section 365 of the Bankruptcy Code on the Effective Date.

<p><b>YOU ARE RECEIVING THIS NOTICE BECAUSE THE RECORDS OF THE DEBTOR AND/OR THE ADDITIONAL DEBTORS REFLECT THAT YOU ARE A PARTY TO A CONTRACT OR LEASE THAT IS LISTED ON THE REJECTION SCHEDULE.</b></p>
---

---

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

<sup>2</sup> Capitalized terms not otherwise defined herein will have the same meaning as set forth in the Joint Plan or the Disclosure Statement Order.

**THEREFORE, YOU ARE ADVISED TO REVIEW CAREFULLY THE INFORMATION CONTAINED IN THIS NOTICE (INCLUDING THE ATTACHED REJECTION SCHEDULE) AND THE RELATED PROVISIONS OF THE JOINT PLAN.<sup>3</sup>**

3. The Bankruptcy Court will hold a hearing to consider Confirmation of the Joint Plan (the “**Confirmation Hearing**”) commencing on **November 12, 2025, at 9:00 a.m. (Central Time)**, before the Honorable Meredith S. Grabill, in the Bankruptcy Court located at 500 Poydras Street, Suite B-601, New Orleans, LA 70130. You may participate in the Confirmation Hearing (a) in person, (b) by telephone through the Bankruptcy Court’s Teleconference Line, 504-517-1385, Conference Code 129611, or (c) by video at <https://gotomeet.me/JudgeGrabill> (audio will still be through the dial in Conference Code above). Parties in interest are directed to the Bankruptcy Court’s General Order 2021-2 for information on hearings, available at <https://www.laeb.uscourts.gov/>. The Confirmation Hearing may be adjourned from time to time without further notice other than by such adjournment being announced during the Confirmation Hearing, or by a notice of adjournment Filed with the Bankruptcy Court.

4. Objections, if any, to the confirmation of the Joint Plan (other than objections that arise based on the balloting and tabulation results on the Joint Plan), any of the other relief sought in connection with the confirmation of the Joint Plan, including, but not limited to, approval of the Settlement Agreements, must (a) be in writing and state with particularity the basis and nature of any such objection, (b) state the name and address of the objecting party, and the nature of the Claim of such party, and (c) be Filed with the Bankruptcy Court **no later than October 30, 2025, 11:59 p.m. (Central Time)** (the “**Confirmation Objection Deadline**”). **ANY OBJECTION TO THE CONFIRMATION OF THE JOINT PLAN THAT IS NOT FILED ON OR BEFORE THE CONFIRMATION OBJECTION DEADLINE MAY NOT BE CONSIDERED.**

5. The Confirmation Objection Deadline is also the deadline for Filing objections to the proposed rejection of any Executory Contract or Unexpired Lease (the “**Contract Rejection Objection Deadline**”). Any such objection *must*: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Bankruptcy Rules and any Orders of the Bankruptcy Court; (c) state, with particularity, the basis and nature of any objection to the proposed rejection of such Executory Contract or Unexpired Lease; and (d) be Filed with the Bankruptcy Court and served on the Debtor’s counsel, at the address listed below, so as to be ***actually received*** on or before the Contract Rejection Objection Deadline. Any such objection that remains unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing, or such other date as may be fixed by the Bankruptcy Court.

6. Any and all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases must be Filed with the Bankruptcy Court **no later than thirty (30) days following the date on which the Bankruptcy Court enters on its docket the Confirmation Order**. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Archdiocese, the Reorganized Archdiocese, the

---

<sup>3</sup> Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejection Schedule, nor anything contained in the Joint Plan or the Schedules, shall constitute an admission that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of rejection, that the Debtor or any Additional Debtor has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding or enforceable agreement. Further, the Debtor and the Additional Debtors expressly reserve the right, up until the Effective Date, to amend the Rejection Schedule to (i) delete any Executory Contract or Unexpired Lease listed therein, or (ii) add any Executory Contract or Unexpired Lease thereto.

**Additional Debtors, or the Reorganized Additional Debtors, or their respective properties, without the need for any further notice to, or action, Order, or approval of the Bankruptcy Court.**

7. If you would like to obtain a copy of the Disclosure Statement, the Joint Plan, any Plan Supplement, or any other pleading or document Filed in the Chapter 11 Case, you should contact the noticing, claims, and voting agent retained by the Debtor in the Chapter 11 Case, Donlin, Recano & Company, LLC (the “**Claims and Voting Agent**”), by: (a) telephoning the Claims and Voting Agent at 1-877-476-4389 (toll free); (b) visiting the restructuring website, maintained by the Claims and Voting Agent, at <https://www.donlinrecano.com/Clients/rcano/Index>; (c) writing the Claims and Voting Agent, (i) via First Class Mail, to Donlin, Recano & Company, LLC, re: The Roman Catholic Church of the Archdiocese of New Orleans, Attn: Voting Department, P.O. Box 2053, New York, NY 10272- 2042, or (ii) via Overnight/hand delivery, 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; or (d) emailing the Claims and Voting Agent at [DRCVote@angeiongroup.com](mailto:DRCVote@angeiongroup.com).

All the pleadings Filed in the Chapter 11 Case are available for inspection and copying, without a fee, on the restructuring website at <https://www.donlinrecano.com/Clients/rcano/Index>, or on the Bankruptcy Court’s website, for a fee, at <http://www.laeb.uscourts.gov>.

*[Signature Page Follows]*

Dated: [•], 2025

/s/ Mark A. Mintz

R. PATRICK VANCE (#13008)  
ELIZABETH J. FUTRELL (#05863)  
MARK A. MINTZ (#31878)  
SAMANTHA A. OPPENHEIM (#38364)  
Jones Walker LLP  
201 St. Charles Avenue, 51st Floor  
New Orleans, LA 70170  
Telephone: (504) 582-8000  
Facsimile: (504) 589-8260  
Email: pvance@joneswalker.com  
efutrell@joneswalker.com  
mmintz@joneswalker.com  
soppenheim@joneswalker.com

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

/s/ Douglas S. Draper

HELLER, DRAPER, & HORN, L.L.C.  
Douglas S. Draper  
Greta S. Brouphy  
Michael E. Landis  
650 Poydras Street, Suite 2500  
New Orleans, Louisiana 70130  
Telephone: 504-299-3300  
Facsimile: 504-299-3399  
E-mail: ddraper@hellerdraper.com  
gbrouphy@hellerdraper.com  
mlandis@hellerdraper.com

**ATTORNEYS FOR  
THE ADDITIONAL DEBTORS**

/s/ James S. Stang

PACHULSKI STANG ZIEHL & JONES LLP  
James I. Stang (CA Bar 94435) (pro hac vice)  
Iain A.W. Nasatir (CA Bar 148977) (pro hac vice)  
Andrew W. Caine (CA Bar 110345) (pro hac vice)  
Karen B. Dine (NY Bar 2625366) (pro hac vice)  
10100 Santa Monica Blvd., Ste. 1300  
Los Angeles, CA 90067  
Telephone: (310) 277-6910  
Facsimile: (310) 201-0760  
Email: jstang@pszjlaw.com  
inasatir@pszjlaw.com  
acaine@pszjlaw.com  
kdine@pszjlaw.com

/s/ Bradley C. Knapp

TROUTMAN PEPPER LOCKE LLP  
Omer F. Kuebel, III (La #21682)  
Bradley C. Knapp (La #35867)  
601 Poydras Street, Suite 2660  
New Orleans, Louisiana 70130-6036  
Telephone: (504) 558-5210  
Facsimile: (504) 910-6847  
Email: rkuebel@lockelord.com  
bknapp@lockelord.com

TROUTMAN PEPPER LOCKE LLP  
W. Steven Bryant (TX Bar No. 2427413)  
300 Colorado Street, Ste. 2100  
Austin, Texas 78701  
Telephone: (512) 305-4726  
Facsimile: (512) 305-4800  
Email: steven.bryant@troutman.com

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

**Exhibit A**

**Rejection Schedule**

<b>Counterparty Name and Address</b>	<b>Description of Executory Contract or Unexpired Lease</b>