

Exhibit A to Disclosure Statement
Chapter 11 Plan of Reorganization

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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

THE DIOCESE OF CAMDEN, NEW JERSEY,

Debtor.

Chapter 11

Case No. 20-21257 (JNP)

PLAN OF REORGANIZATION

The Diocese of Camden, New Jersey, the chapter 11 debtor and debtor-in-possession and the Plan Proponent respectfully submits its Plan of Reorganization pursuant to chapter 11 of title 11 of the United States Code, in the form annexed hereto and made a part hereof.

**McMANIMON, SCOTLAND,
& BAUMANN, LLC**
*Counsel for Debtor and Debtor-in-Possession,
The Diocese of Camden, New Jersey*

By: s// Richard D. Trenk
RICHARD D. TRENK

THE DIOCESE OF CAMDEN, NEW JERSEY

By: /s/ Reverend Robert E. Hughes
Reverend Robert E. Hughes
Vicar General/Vice President

Dated: December 31, 2020

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INTRODUCTION

The Diocese of Camden, New Jersey (the “Debtor”) is the debtor-in-possession in the instant bankruptcy case. On October 1, 2020, the Debtor commenced a bankruptcy case by filing a voluntary chapter 11 petition under the United States Bankruptcy Code (the “Bankruptcy Code”), 11 U.S.C. § 301, et seq. This document is the Chapter 11 Plan (the “Plan”) proposed by the Debtor (the “Proponent”). Sent to you in the same envelope as this document is the Disclosure Statement which has been approved by the United States Bankruptcy Court for the District of New Jersey (the “Court”), and which is provided to help you understand the Plan.

For a discussion of the Debtor’s history, mission, risk factors associated with the Plan, and for a summary and analysis of the Plan and related matters, reference is made to the Disclosure Statement (as defined herein). Subject to the restrictions on modifications set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and any restrictions on modifications set forth herein, the Debtor expressly reserves the right to alter, amend, or modify this Plan, one or more times before substantial consummation thereof.

ARTICLE I. **DEFINITIONS AND CONSTRUCTION OF TERMS**

Unless otherwise provided in the Plan, all terms used herein shall have the meanings assigned to such terms in the Bankruptcy Code or the Bankruptcy Rules. For the purposes of the Plan, the following terms (which appear in the Plan in capitalized forms) shall have the meanings set forth below, and such meanings shall be equally applicable to the singular and to the plural form of the terms defined, unless the context otherwise requires.

1.1. Abuse shall mean any actual or alleged sexual conduct or misconduct, sexual abuse or molestation, indecent assault and/or battery, rape, pedophilia, ephebophilia, or sexually-related physical, sexually-related psychological, or sexually-related emotional harm, or contacts, or interactions of a sexual nature between a child and an adult, or an adult and another adult regardless of whether consensual or nonconsensual, sexual assault, sexual battery, sexual psychological or emotional abuse, humiliation, or intimidation, or any other conduct constituting a sexual offense of any type, kind, nature or description, incest, or use of a child in a sexual performance, and seeking monetary damages or any other relief, under any theory of liability, including vicarious liability, any negligence-based theory, contribution, indemnity, or any other theory based on any acts or failures to act by the Diocese or any other person or entity for whose acts or failures to act the Diocese is or was allegedly responsible

1.2. Administrative Expense Claim shall mean any Claim constituting an actual, necessary cost or expense of administering the Chapter 11 Cases under sections 503(b)(1) through (8) and 507(a)(2) of the Bankruptcy Code including, without limitation, (a) any actual and necessary costs and expenses of preserving the Estates, (b) all compensation and reimbursement of expenses under sections 330 or 503 of the Bankruptcy Code, (c) any fees or charges assessed against the Estates under section 1930 of chapter 123 of title 28 of the United States Code, and (d) all Claims arising under section 503(b)(9) of the Bankruptcy Code.

1.3. Allowed shall mean, with reference to any Claim, proof of which was timely and properly filed or, if no proof of Claim was filed, which has been or hereafter is listed by the Debtor in the Schedules, as liquidated in amount and not disputed or contingent and, in each case, as to which: (A) no objection to allowance has been interposed within the applicable period fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or (B) an objection has been interposed and such Claim has been allowed, in whole or in part, by a Final Order.

1.4. Avoidance Actions shall mean any and all rights to recover or avoid transfers or liens under Chapter 5 of the Bankruptcy Code or otherwise, including, but not limited to, Sections 506(d), 522, 541, 542, 543, 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, or otherwise under the Bankruptcy Code or under similar or related state or federal statutes and common law, including, without limitation, all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims, rights, and causes of action, whether or not litigation has been commenced as of the Effective Date to prosecute such Avoidance Actions; subject, however, to any releases thereof provided in the Plan, the Confirmation Order, or any other Final Order of the Bankruptcy Court.

1.5. Bankruptcy Code shall mean the Bankruptcy Reform Act of 1978, as amended, and as codified in title 11 of the United States Code.

1.6. Bankruptcy Court or Court means the United States Bankruptcy Court for the District of New Jersey, having jurisdiction over the Chapter 11 Cases, or if such Court ceases to exercise jurisdiction over the Chapter 11 Cases, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases in lieu of the United States Bankruptcy Court for the District of New Jersey.

1.7. Bar Date shall mean the last date for each Person to file a proof of claim pursuant to Bankruptcy Rule 3002 and the Bankruptcy Court's *Order Granting the Diocese's Motion for Entry of an Order Establishing a Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [ECF •] which set the following dates, *inter alia*, (a) _____, **2021 at 11:59 p.m.** for non-Governmental Units; and (b) _____, **2021 at 11:59 p.m.** for Governmental Units.

1.8. Bankruptcy Rules shall mean the rules and forms of practice and procedure in bankruptcy, promulgated under 28 U.S.C. § 2075 and also referred to as the Federal Rules of Bankruptcy Procedure.

1.9. Business Day means and refers to any day except Saturday, Sunday, and any other day on which commercial banks in New Jersey are authorized by law to close.

1.10. Cash shall mean legal tender of the United States of America and equivalents thereof.

1.11. Causes of Action shall mean the Avoidance Actions and all other claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims, and crossclaims of any

Debtor and/or the Estate against any Entity, based in law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted, and any and all commercial tort claims against any party, including the Debtor's current and former directors and officers.

1.12. Channeled Claim means any Tort Claim or other Claim, including, but not limited to, those Claims based upon or in any manner arising from or related to any acts or omissions of any Covered Party including (i) for damages of any type, including bodily injury, personal injury, emotional distress, wrongful death, and/or loss of consortium, (ii) for exemplary or punitive damages, (iii) for attorneys' fees and other expenses, fees, or costs, and/or (iv) for any remedy at law, in equity or admiralty whatsoever, heretofore, now or hereafter asserted against any of the Covered Parties to the extent such Claim arises from the same injury or damages asserted as a Tort Claim against the Covered Parties that directly or indirectly arises out of, relates to, or is in connection with such Tort Claim or other Claim covered by the Channeling Injunction; *provided, however*, that "Channeled Claims" shall not include any Claim against (i) an individual who perpetrated an act of Abuse that forms the basis of a Tort Claim with respect to that Tort Claim; or (ii) any religious order, diocese (other than the Diocese itself), or archdiocese.

1.13. Channeling Injunction means the injunction contained in the Plan.

1.14. Chapter 11 Case shall mean the case under Chapter 11 of the Bankruptcy Code in which The Diocese of Camden, New Jersey is the Debtor.

1.15. Claim shall mean has the meaning set forth in section 101(5) of the Bankruptcy Code.

1.16. Class shall mean a grouping of substantially similar Claims for common treatment thereof pursuant to the terms of this Plan.

1.17. Class 4 Claim shall mean a Tort Claim.

1.18. Class 4 Claimant shall mean a Holder of a Class 4 Claim.

1.19. Class 5 Claim shall mean an Unknown Tort Claim.

1.20. Class 5 Claimant shall mean a Holder of a Class 5 Claim.

1.21. Code shall mean title 11 of the United States Code, otherwise known as the Bankruptcy Code.

1.22. Confirmation shall mean the entry of an Order by this Court approving the Plan in accordance with the provisions of the Bankruptcy Code.

1.23. Confirmation Hearing shall mean a hearing conducted before the Bankruptcy Court for the purpose of considering confirmation of the Plan.

1.24. Confirmation Order shall mean an Order of the Bankruptcy Court confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

1.25. Covered Parties means any of (i) the Diocese; (ii) the Parish Parties; (iii) the Other Catholic Entities; (iv) each of the foregoing Persons' respective past, present, and future parents, subsidiaries, affiliates, holding companies, merged companies, related companies, divisions, and acquired companies; (v) each of the foregoing Persons' respective predecessors, successors and assigns; and (vi) solely to the extent of and in their capacity as such, any and all of the foregoing Persons' respective past and present employees, officers, directors, shareholders, principals, teachers, staff, members, boards, administrators, priests, deacons, brothers, sisters, nuns, other clergy or Persons bound by monastic vows, volunteers, agents, attorneys, and representatives, in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of the Diocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Tort Claim is not a Covered Party.

1.26. Creditor shall mean any person that has a Claim against the Debtor that arose on or before the Petition Date or a Claim against the Debtor's estate of any kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code. This includes all persons, corporations, partnerships, or business entities holding claims against the Debtor.

1.27. Debt means, refers to and shall have the same meaning ascribed to it in section 101(12) of the Code.

1.28. Debtor shall mean The Diocese of Camden, New Jersey.

1.29. Diocese and Diocesan refers to the Diocese of Camden, New Jersey, which is the diocesan not for profit religious corporation formed pursuant to New Jersey Statutes Annotated Title 16 that is the public juridic person of the Roman Catholic Diocese of Camden, as now constituted or as it may have been constituted, and the Estate (pursuant to Section 541 of the Bankruptcy Code).

1.30. Diocese Parties means collectively the Diocese and, in their capacity as such: (i) each of the past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies of the Diocese; (ii) any and all named insured, insureds, additional insureds, covered party, additional Covered Parties, and Covered Person(s); (iii) each of the foregoing Persons' respective past, present, and future parents, subsidiaries, merged companies, divisions, and acquired companies; (iv) each of the foregoing Persons' respective predecessors, successors, and assigns; and (v) any and all past and present employees, officers, directors, shareholders, principals, sisters, nuns, other clergy or Persons bound by monastic vows, volunteers, agents, attorneys, and representatives of the Persons identified in the foregoing subsections (i)-(iv) in their capacity as such. Nothing in the foregoing is intended to suggest that such Persons are "employees" or agents of the Diocese or subject to its control. An individual who perpetrated an act of Abuse that forms the basis of a Tort Claim is not a Diocese Party as to that Tort Claim. No religious order, archdiocese, or diocese, other than the Diocese itself, is a Diocese Party.

1.31. Disclosure Statement means and refers to the Disclosure Statement filed by the Debtor as required pursuant to section 1125, et seq. of the Bankruptcy Code as approved by the Bankruptcy Court.

1.32. Effective Date shall mean thirty (30) days after the day on which the Confirmation Order becomes a Final Order.

1.33. Equity Interests means all equity interests in the Debtor including, but not limited to, all issued, unissued, authorized or outstanding shares or membership interests together with any warrants, options or contract rights to purchase or acquire such interests at any time.

1.34. Estate means the estate of the Debtor created upon the commencement of the Chapter 11 Case pursuant to Section 541 of the Bankruptcy Code.

1.35. Exculpated Parties means collectively, (i) the Diocese, the Estate, the Tort Claimants' Committee and the Trade Creditors' Committee; (ii) the respective officers, directors, employees, members, attorneys, financial advisors, members of subcommittees of the board of directors, volunteers, and members of consultative bodies and councils including with respect to their service or participation in an outside board on which they serve at the request of the Diocese or the Bishop, in their capacity as such; and (iii) professionals of a Person identified in the preceding clause (i) through (iii).

1.36. Executory Contract means any executory contract or unexpired lease as of the Commencement Date between the Debtor and any other Person or Persons, specifically excluding contracts and agreements entered into pursuant to this Plan.

1.37. Fee Claim means a Claim under Sections 328, 330(a), 331, 363 or 503 of the Bankruptcy Code for professional compensation.

1.38. Final Order shall mean an order of the Bankruptcy Court of a court of competent jurisdiction to hear appeals from the Bankruptcy Court which, not having been reversed, modified, or amended, and not being stayed, and the time to appeal from which or to seek review or rehearing of which having expired, has become final and is in full force and effect.

1.39. General Unsecured Claim shall mean any Claim against the Debtor that arose or is deemed by the Bankruptcy Code or Bankruptcy Court, as the case may be, to have arisen before the Petition Date and that is not: (i) an Administrative Expense Claim, (ii) a Priority Tax Claim, (iii) a Non-Tax Priority Claim, (iv) a Secured Claim, (v) a Tort Claim; or (vi) an Unknown Tort Claim.

1.40. Holder means the beneficial holder of any Claim or Equity Interest.

1.41. Impaired when used as an adjective preceding the words "Class of Claims" shall mean that the Plan alters the legal, equitable, or contractual rights of the members of that class.

1.42. Lien means any mortgage, pledge, deed of trust, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, including any "lien" as

defined in Section 101(37) of the Bankruptcy Code, or a conditional sale contract, title retention contract or other contract to give any of the foregoing.

1.43. Other Catholic Entities (OCE) shall mean past and present Catholic entities affiliated with the Diocese that carry out the various ministries of the Diocese. Notwithstanding the foregoing, the Other Catholic Entities do not include the Diocese or the Parishes. An individual who perpetrated an act of Abuse that forms the basis of a Tort Claim is not an Other Catholic Entity as to that Tort Claim.

1.44. Parish Parties means all past and present parishes or Catholic schools within the Diocese. For avoidance of doubt, the Parish Parties shall include the following missions within the Diocese: Mater Ecclesiae Chapel, Inc., Saint Yi Yun Il John Cherry Hill Korean Catholic Mission, Inc., Saint Andrew Kim Korean Catholic Mission, Inc., and Padre Pio Shrine in Buena Borough, N.J., Inc. Nothing in the foregoing is intended to suggest that such Persons are “employees” or agents of OCE or subject to its control. For avoidance of doubt, the term “Parish Parties” includes Diocesan Parishes, and OCE which are not Parishes, and are only combined herein for ease of reference. An individual who perpetrated an act of Abuse that forms the basis of a Tort Claim is not a Parish Party as to that Tort Claim.

1.45. Person shall mean an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, or a government or any political subdivision thereof or other entity.

1.46. Petition Date shall mean October 1, 2020, the date on which the Debtor filed its petition for relief commencing the Chapter 11 Case.

1.47. Plan shall mean the Plan of Reorganization filed in these Proceedings, together with any additional modifications and amendments.

1.48. Post-Effective Date Unknown Survivor Claim shall mean any Tort Claim that was neither filed, nor deemed filed by the Effective Date, and is held by (i) an individual who was at the time of the Petition Date under a disability recognized by any applicable law suspending the running of the limitation period, if any; (ii) an individual who experienced Abuse prior to and including the Effective Date and whose Claim is timely; or (iii) an individual who has a Tort Claim that was barred by the statute of limitations as of the Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Effective Date, including the enactment of legislation that revises previously time-barred Tort Claims.

1.49. Pre-Effective Date Unknown Survivor Claim means any Tort Claim for which a Proof of Claim was filed prior to the Effective Date, but such Proof of Claim was neither filed nor deemed filed by the Bar Date, and is held by (i) an individual who was at the time of the Petition Date under a disability recognized by any applicable law suspending the running of the limitation period, if any; (ii) an individual who experienced Abuse prior to and including the Effective Date and whose Claim is timely; or (iii) an individual who has a Tort Claim that was barred by the statute of limitations as of the Effective Date but is no longer barred by the applicable statute of limitations for any reason as of the Effective Date, including the enactment of legislation that revises previously time-barred Tort Claims.

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

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

1.52. Priority Tax Creditor shall mean a Creditor holding a priority tax claim.

1.53. Proceedings shall mean the Debtor's Chapter 11 Case.

1.54. Proof of Claim shall mean a proof of Claim filed in the Chapter 11 Case pursuant to Bankruptcy Code Section 501 and/or pursuant to any order of the Bankruptcy Court, together with supporting documents.

1.55. Proponent means the Debtor.

1.56. Secured Claim means a Claim (i) that is secured by a Lien on property in which the Estate has an interest, which lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, or a Claim that is subject to a valid right of the Creditor of setoff against amounts owed to the Debtor; (ii) to the extent of the value of the Holder's interest in the Estate's interest in such property or to the extent of the amount subject to a valid right of setoff, as applicable; and (iii) the amount of which (A) is undisputed by the Debtor or (B) if disputed by the Debtor, such dispute is settled by written agreement between the Debtor and the holder of such Claim or determined, resolved, or adjudicated by Final Order.

1.57. Tort Claim means any Claim that arose on or before the Bar Date against any of the Covered Parties that arises out of, relates to, results from, or is in connection with, in whole or in part, directly or indirectly, Abuse that took place in whole or in part prior to the Effective Date, including any such Claim that seeks monetary damages or any other relief, under any theory of liability, including vicarious liability; *respondeat superior*; any fraud-based theory, including fraud in the inducement; any negligence-based or employment-based theory, including negligent hiring, supervision, retention or misrepresentation; any other theory based on misrepresentation, concealment, or unfair practice; contribution; indemnity; public or private nuisance; or any other theory, including any theory based on public policy or any acts or failures to act by any of the Covered Parties or any other Person for whom any of the Covered Parties are allegedly responsible, including any such Claim asserted against any of the Covered Parties in connection with the Reorganization Case. Tort Claim includes any Unknown Tort Claim.

1.58. Tort Claimant shall mean the Holder of a Tort Claim.

1.59. Tort Claimants' Committee shall mean the Official Committee of Tort Claimant Creditors appointed by the U.S. Trustee in the Chapter 11 Case.

1.60. Tort Claims Reviewer means the Person, including the designee of such person or entity, who will assess Class 4 and Class 5 Claims.

1.61. Trade Creditors' Committee shall mean the Official Committee of Trade Creditors appointed by the U.S. Trustee in the Chapter 11 Case.

1.62. Trust shall mean the trust created for the benefit of Tort Claimants in accordance with the Plan, Confirmation Order, and the Trust Agreement.

1.63. Trust Administrator shall mean the Person appointed as the Trust Administrator of the Trust in accordance with the terms of the Plan, the Confirmation Order, and the Trust Agreement, or any successor appointed in accordance with the terms of the Plan, Confirmation Order, and the Trust Agreement.

1.64. Trust Agreement or Trust Documents shall mean the trust agreement establishing the Trust, as may be amended, together with such additional documents as may be executed in connection with the Trust Agreement.

1.65. Trust Assets means the Cash and other assets to be transferred to the Trust under the Plan.

1.66. Unknown Tort Claim shall mean a Pre-Effective Date Unknown Tort Claim and a Post-Effective Date Unknown Tort Claim.

1.67. Unknown Tort Claimant shall mean the Holder of an Unknown Tort Claim.

1.68. U.S. Trustee shall mean the Office of the United States Trustee for Region 3, which includes the District of New Jersey.

1.69. U.S. Trustee Fees shall mean any and all fees payable to the U.S. Trustee pursuant to section 1930 of title 28 of the United States Code and any interest thereupon.

1.70. Other Definitions, a term used and not defined herein but that is defined in the Bankruptcy Code, shall have the meaning set forth therein. The words "herein", "hereof," "hereto," "hereunder," and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. Moreover, some terms defined herein are defined in the section in which they are used.

ARTICLE II.

CLASSIFICATION OF CLAIMS AND INTERESTS

2.1. Classification. All Claims and all Interests, as defined herein and in Section 101(5) of the Bankruptcy Code, except the Fee Claims, Administrative Expense Claims, U.S. Trustee Fees, and Priority Tax Claims, are placed into the Classes set forth below. Pursuant to Section 1123(a)(1) of the Bankruptcy Code, Fee Claims, Administrative Expense Claims, U.S. Trustee Fees, and Priority Tax Claims, as described below, are not classified in the Plan, and the treatment of such Claims is set forth in Article III below. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent

that such Claim or Interest is an Allowed Claim or Interest in that Class and such Claim or Interest has not been paid, discharged, released or otherwise settled prior to the Effective Date.

2.2. Unclassified Claims. The following are the unclassified Claims: Fee Claims, Administrative Expense Claims, U.S. Trustee Fees, and Priority Tax Claims. Unclassified Claims are not Impaired by the Plan. Each Holder of an unclassified Claim is conclusively presumed to have accepted the Plan and, therefore, is not entitled to vote to accept or reject the Plan.

2.3. Classified Claims. As set forth in the table below, Class 1 is Unimpaired under the Plan, and, pursuant to Section 1126(f) of the Bankruptcy Code, is conclusively presumed to have accepted the Plan. Classes 6A and 6B are fully Impaired and are not receiving any Distributions under the Plan and, pursuant to Section 1126(g) of the Bankruptcy Code, are conclusively presumed to have rejected the Plan. Classes 2, 3, 4, and 5 are Impaired under the Plan and are entitled to vote on the Plan.

Class	Claims & Interest	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Non-Abuse General Unsecured Claims	Impaired	Entitled to Vote
3	Underfunded Pension Claims	Impaired	Entitled to Vote
4	Tort Claims Other Than Unknown Tort Claims	Impaired	Entitled to Vote
5	Unknown Tort Claims	Impaired	Entitled to Vote
6A	Abuse Related Contingent Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6B	Abuse Related Contingent Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

ARTICLE III.
TREATMENT OF UNCLASSIFIED CLAIMS

3.1. Administrative Expenses Claims. Administrative Expense Claims are Claims for costs or expenses of administering the Debtor’s Chapter 11 Case which are allowed under Bankruptcy Code section 503(b) or otherwise. The Bankruptcy Code requires that all administrative expenses be paid on the Effective Date of the Plan, unless a particular claimant agrees to different treatment. The Debtor or Reorganized Debtor, as appropriate, shall pay each Holder of an Allowed Administrative Expense Claim in full, in cash, on the later of (i) fifteen (15) days after the Effective Date; or (ii) fifteen (15) days after the date on which such claim becomes an Allowed Administrative Expense Claim. Notwithstanding anything in the Plan to the contrary, the Holder of an Allowed Administrative Claim may be paid on such other date and upon such other terms as may be agreed upon by the Holder of an Allowed Administrative Expense Claim and Debtor/Reorganized Debtor.

3.2. Priority Tax Claim. The Debtor shall pay any Allowed Priority Tax Claims, in full, in Cash, without interest, as soon as practicable after the later of (i) fifteen (15) days after the Effective Date, (ii) fifteen (15) days after the date on which such claim becomes an Allowed

Priority Tax Claim, (iii) at the option of the Debtor prior to the Effective Date in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code, in Cash, in an aggregate amount of such Allowed Priority Tax Claim payable in regular quarterly installments over a period of not more than five (5) years from the Petition Date, or (iv) such other treatment agreed to by the Debtor and the Holder of such Allowed Priority Tax Claim; *provided, however*, that the Holder of an Allowed Priority Tax Claim will not be entitled to receive any payment on account of any penalty arising with respect to, or in connection with any Priority Tax Claim. Any demand for any such penalty will be deemed disallowed by Confirmation of the Plan. The Debtor is unaware of any Priority Tax Claims.

3.3. U.S. Trustee Fees. All outstanding U.S. Trustee Fees that have not been paid as of the Effective Date shall be paid no later than fifteen (15) days after the Effective Date or when such U.S. Trustee Fees come due in the ordinary course.

3.4. Fee Claims. All entities seeking an award by the Bankruptcy Court of Fee Claims (i) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is 30 days after the Effective Date and (ii) shall be paid in full in such amounts as are Allowed by the Bankruptcy Court (a) on the date upon which the Order relating to any such Allowed Fee Claim is entered, or (b) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the Debtor. The Reorganized Debtor is authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval.

ARTICLE IV. **TREATMENT OF CLAIMS AND INTERESTS**

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

(a) **Classification.** Class 1 consists of the Priority Non-Tax Claims.

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

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

4.2. Class 2 (General Unsecured Claims).

(a) **Classification.** General Unsecured Claims are unsecured claims not entitled to priority under Bankruptcy Code section 507(a) that are not Tort Claims. The unsecured creditors include PNC Bank, N.A., which extended the Debtor a line of credit with a balance of approximately \$22.8 million. In addition, trade creditors total approximately \$2,000,000.

(b) **Treatment, Impairment and Voting.**

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
2	General unsecured claims • Total amount of claims = (this amount is still being determined in light of the fact that certain claims are subject to objection and reclassification, but is anticipated to be \$24.8 million). Estimated Distribution: 80.6%	N	Y	Allowed Class 2 Claims shall be paid a <i>pro rata</i> portion of a \$20,000,000 distribution over ten (10) years. Payments may be made quarterly.

4.3. Class 3 (Underfunded Pension Claims).

(a) **Classification.** Underfunded Pension Claims are unsecured claims that are based on the Debtor's underfunded pension plans: (i) Pension Plan for Priests of the Diocese of Camden; (ii) Pension Plan for Certain Lay Employees of the Diocese of Camden; and (iii) Post-Retirement Benefits Plan for Priests of the Diocese of Camden. The Debtor estimates that these claims are approximately \$45,439,291.

(b) **Treatment, Impairment and Voting.**

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
3	Underfunded Pension Claims • Total amount of claims = estimated at \$45,439,291.	N	Y	Allowed Class 3 Claims shall be paid \$2,000,000 a year for 20 years. Payments may be made quarterly.

4.4. Class 4 (Tort Claims Other Than Unknown Tort Claims).

(a) **Classification.** A Class 4 Claim means a Tort Claim other than an Unknown Tort Claim.

(b) **Summary.** The Plan creates a Trust to fund payments to Class 4 Claimants entitled to such payments under the Plan and Trust Agreement. Class 4 Claimants' share of the Trust Assets as provided by the Trust Distribution Plan is the only amount, if any, they will be entitled to receive from the Covered Parties. Distribution from the Trust does not preclude Claims or recoveries by Tort Claimants against Persons who are not Covered Parties for the liability of such Persons not attributable to the causal fault or share of liability of Covered Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with the Abuse that forms the basis of a Tort Claim shall not be liable for any Covered Party's share of causal liability or fault nor have any claim against the Covered Parties.

(c) **Reservation.** Except with respect to the Covered Parties, nothing in the Plan is intended to affect, diminish, or impair the rights of any Tort Claimant against any Person named or that could be named as a defendant in a lawsuit based on the Abuse that forms the basis for his or her Tort Claim except that the rights of Tort Claimants against third-parties, including joint tortfeasors, does not include the right of the Tort Claimants to collect or to obtain a reallocation of the share of any judgment initially allocated to a Covered Party to any third-party based on the causal fault or share of liability of Covered Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with a Tort Claim shall not be liable for any Covered Party's share of liability or fault. Under no circumstances will the reservation of such Tort Claimant's rights against any other Person impair the discharge or Channeling Injunctions with respect to any Covered Party and the Reorganized Debtor.

(d) **Treatment.** The Covered Parties' liability for and obligation to pay, if any, Class 4 Claims shall be assigned to and assumed by the Trust. The Trust shall be funded as set forth in the Plan. Each Class 4 Claim will be estimated solely for the purposes of voting. The Covered Parties shall have no further liability in connection with Class 4 Claims.

(e) **Release and Certification.** No Class 4 Claimant shall receive any payment on any award unless and until such Class 4 Claimant has executed a Release. Notwithstanding the foregoing, nothing in this Article requires any Tort Claimant to release any Claims against any joint tortfeasor who is not a Covered Party, and such Claims are reserved. But in no event may a Tort Claimant collect on that portion of any judgment or obtain any reallocation of any judgment based on the casual fault or share of liability of any Covered Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with the Abuse that forms the basis of a Tort Claim shall be provided by the Trust Administrator with a copy of the executed Release upon reasonable request and provision of an appropriate, executed confidentiality agreement and shall not be liable for any Covered Parties' share of liability or fault. The

Trust shall provide copies of the Tort Claimants' releases and certifications to any of the Covered Parties upon request.

4.5. Class 5 (Unknown Tort Claims).

(a) **Classification.** A Class 5 Claim means an Unknown Tort Claim.

(b) **Summary.** The Plan requires that the Reorganized Debtor fund payments to Class 5 Claimants entitled to such payments under the Plan and Trust Distribution Plan. Class 5 Claimants will receive distributions from the Trust. Payment by the Trust do not preclude Claims or recoveries by Tort Claimants against Persons other than the Covered Parties for the liability of such other Persons not attributable to the causal fault or share of liability of Covered Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with the Abuse that forms the basis of a Tort Claim shall not be liable for any Covered Party's share of causal liability or fault.

(c) **Reservation.** Except with respect to the Reorganized Debtor and the Covered Parties, nothing in the Plan is intended to affect, diminish, or impair the rights of any Unknown Tort Claimant against any Person named or that could be named as a defendant in a lawsuit based on the Abuse that forms the basis for his or her Unknown Tort Claim except that the rights of Unknown Tort Claimants against third-parties, including joint tortfeasors, does not include the right of the Unknown Tort Claimants to collect or to obtain a reallocation of the share of any judgment initially allocated to a Covered Party to any third-party based on the causal fault or share of liability of Covered Parties. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with the Abuse that forms the basis of an Unknown Tort Claim shall not be liable for any Covered Party's share of liability or fault.

(d) **Treatment.** The Covered Parties' liability for and obligation to pay, if any, Class 5 Claims shall be assumed by the Trust. The maximum amount of the Trust's obligation to pay Class 5 Claimants shall be \$250,000. The Reorganized Debtor and the Covered Parties shall have no further liability therefor. Individuals determined to hold a Class 5 Claim shall provide sufficient information to allow the Tort Claims Reviewer to make an evaluation of the Class 5 Claim pursuant to the factors in the Trust Distribution Plan, before any payment shall be made on a Class 5 Claim.

(e) **Determination of Class 5 Claims.** Class 5 Claims will be channeled to the Trust. Class 5 Claims will be determined by the Tort Claims Reviewer in accordance with the Trust Distribution Plan.

(f) **Release and Certification.** No Class 5 Claimant shall receive any payment on any award unless and until such Class 5 Claimant has executed a Release. Notwithstanding the foregoing, nothing in this Article requires any Unknown Tort Claimant to release any Claims against any joint tortfeasor who is not a Covered Party (including the Reorganized Debtor) and such Claims are reserved. But in no event may a Class 4 Claimant collect on that portion of any judgment or obtain any reallocation of any

judgment based on the casual fault or share of liability of any Covered Party. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with an Unknown Tort Claim shall be provided by the Reorganized Debtor with a copy of the executed Release upon reasonable request and provision of an appropriate, executed confidentiality agreement and shall not be liable for any Covered Parties' share of liability or fault. The Reorganized Debtor shall provide copies of the Tort Claimants' releases and certifications to any of the Covered Parties upon request.

4.6. Class 6A (Abuse Related Contingent Claims).

(a) **Classification.** A Class 6A Claim means any Claim for contribution, indemnity or reimbursement arising out of or related to the Diocese's liability to pay or defend any Class 4 Claim.

(b) **Impairment and Voting.** Class 6A is Impaired by this Plan and Holders of Allowed Class 6A Claims are entitled to vote to accept or reject this Plan.

(c) **Treatment.** Claims in Class 6A shall be allowed or disallowed in accordance with Section 502(e)(1) of the Bankruptcy Code, and Class 6A Claims will receive no distribution under the Plan and will be channeled to the Trust. The treatment of Class 6A Claims shall include the release and certification procedures contemplated under Sections 3(e) and 4(e) above. The Plan does not allow Tort Claimants to collect that portion of any judgment or obtain reallocation of any judgment based on the causal fault or share of liability of any Covered Party. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with a Tort Claim shall not be liable for any Covered Party's share of liability or fault.

4.7. Class 6B (Abuse Related Contingent Claims).

(a) **Classification.** A Class 6B Claim means any Claim for contribution, indemnity or reimbursement arising out of or related to the Diocese's liability to pay or defend any Class 4 Claim.

(b) **Impairment and Voting.** Class 6B is Impaired by this Plan and Holders of Allowed Class 6B Claims are entitled to vote to accept or reject this Plan.

(c) **Treatment.** Claims in Class 6B shall be allowed or disallowed in accordance with Section 502(e)(1) of the Bankruptcy Code, and Class 4B Claims will receive no distribution under the Plan. The treatment of Class 6B Claims shall include the release and certification procedures contemplated above. The Plan does not allow Tort Claimants to collect that portion of any judgment or obtain reallocation of any judgment based on the causal fault or share of liability of any Covered Party. Any Person that is or was alleged to be a joint tortfeasor with any of the Covered Parties in connection with a Tort Claim shall not be liable for any Covered Party's share of liability or fault.

4.8. Class of Equity Interests. There are no equity interests in the Debtor.

**ARTICLE V.
ACCEPTANCE**

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

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

5.3. Deemed Acceptance if No Votes Cast. If no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, this Plan shall be deemed accepted by the Holders of such Claims in such Class.

5.4. Modification of Treatment of Claims and Interests. The Debtor reserves the right to modify the treatment of any Allowed Claim or Interest in any manner adverse only to the Holder of such Claim or Interest at any time after the Effective Date upon the consent of the Holder of the Claim or Interest whose Allowed Claim or Interest, as the case be, is being adversely affected, or as allowed by Court Order, through the Effective Date.

**ARTICLE VI.
MEANS OF EFFECTUATING THE PLAN**

6.1. Trust Formation and Funding.

(a) **Purpose, Formation and Assets.** The Trust shall be established for the purposes of assuming liability of Covered Parties for Channeled Claims and receiving, liquidating, and distribution Trust Assets in accordance with this Plan and the Trust Distribution Plan. The proposed Trust Agreement is attached to the Disclosure Statement as **Exhibit D**.

(b) **Funding.**

a. **Summary.** This Plan will be funded from the sources and in the manner set forth in this Section.

b. **Contributions.** Cash and other assets with an expected value of \$10,000,000 will be paid or transferred, as applicable, to the Trust Account as provided in the Plan and as described herein subject to reversion if any proceeds are not needed to fund the Trust.

- i. **Debtor Initial Cash Contribution.** The Debtor will transfer \$250,000 to the Trust Account within two (2) business days after the Confirmation Order has become a Non-Appealable Order (the “Debtor Initial Cash Contribution”). The Debtor Initial Cash Contribution will be primarily comprised of funds from the following sources:
 1. non-restricted cash accounts held by the Diocese; and
 2. an account established to hold the proceeds derived from the sale of Diocese properties during the course of this Chapter 11 case.
- ii. **Covered Party Cash Contribution.** It is anticipated that the Covered Parties will make contributions based upon an analysis of their financial capabilities over the lifetime of the Plan.
- iii. **Insurance Claims.** The Diocese will transfer to the Trust all Claims or Causes of Action that the Diocese holds against any and all Insurers. Any proceeds resulting from these Claims or Causes of Action shall vest in the Trust (the “Insurance Claim Amounts”).
- iv. **Future Debtor Contributions.** The Debtor will transfer Cash in the amount of \$250,000 to the Trust Account in accordance each quarter following the transfer of the Debtor Initial Cash Contribution for ten (10) years (the “Future Debtor Contributions”). Any amounts received by the Trust from the Substantial Contribution Amounts or the Insurance Claim Amounts shall offset the Future Debtor Contributions.

(c) **Vesting.** On the Effective Date, all Trust Assets shall vest in the Trust, and the Diocese and other Covered Parties shall be deemed for all purposes to have transferred all Interests in the Trust Assets to the Trust. On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtor or any other Covered Party, as applicable, shall take all actions reasonably necessary to transfer any Trust Assets to the Trust. Upon the transfer of contract of Trust Assets in accordance with this paragraph, the Diocese and other Covered Parties shall have no further interest in or with respect to the Trust Assets.

6.2. Vesting of Assets in Reorganized Debtor. Except as otherwise provided in the Plan or the Trust Agreement, other agreement, instrument, or other document incorporated therein, on the Effective Date, all property in the Estate, all Causes of Action, and any property

acquired by the Debtor pursuant to the Plan shall vest in the Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances (except for Liens expressly preserved and continued under the Plan). On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its businesses and may use, acquire or dispose of property and compromise or settle any Claims, Interests or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting any of the foregoing, the Reorganized Debtor may pay the charges incurred on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

6.3. Causes of Action. Except as set forth otherwise herein, the Reorganized Debtor, on behalf of and for the benefit of the Debtor's estates, shall be vested with and shall retain and may enforce any and all claims, rights, demands and Causes of Action of any kind or nature whatsoever held by, through or on behalf of the Debtor and/or its Estate against any other entity, arising before the Effective Date that have not been fully resolved or disposed of prior to the Effective Date whether or not such claims or Causes of Action are specifically identified in the Disclosure Statement accompanying this Plan and whether or not litigation with respect to same has been commenced prior to the Effective Date.

6.4. Post-Confirmation Conversion/Dismissal. A creditor or party in interest may bring a motion to convert or dismiss the case under § 1112(b), after the Plan is confirmed, if there is a default in performing under the Plan. If the Court orders the case converted to chapter 7 after the Plan is confirmed, then all property that had been property of the chapter 11 estate, and that has not been disbursed pursuant to the Plan, will revert in the chapter 7 estate, and the automatic stay will be reimposed upon the revested property only to the extent that relief from the stay was not previously granted by the Court during this case.

ARTICLE VII. THE TRUST

7.1. Establishment of Trust. On or before the Confirmation Date, the Trust shall be established in accordance with the Trust Documents. The Trust is intended to qualify as a "Designated" or "Qualified Settlement Fund" pursuant to Section 468B of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The Debtor is the "transferor" within the meaning of Treasury Regulation Section 1.468B-1(d)(1). The Trust Administrator shall be classified as the "administrator" within the meaning of Treasury Regulation Section 1.468B-2(k)(3). The Trust Documents, including the Trust Agreement, are incorporated herein by reference.

7.2. Allocations Within and Distribution and Payments from the Trust.

(a) **General Corpus.** The following distributions and payments will be made from the general corpus of the Trust.

a. **Distributions.** Distributions on Class 4 Claims and Class 5 Claims are determined by the Tort Claims Reviewer in accordance with this Plan, the Trust Agreement, and the Trust Distribution Plan.

b. **Tort Claims Reviewer.** The Trust Administrator shall retain the Tort Claims Reviewer. Fees payable to the Tort Claims Reviewer for review of Class 4 Claims and Class 5 Claims shall be paid from the Trust.

c. **Trust Administrative Fees.** All fees, costs, and expenses of administering the Trust as provided in the Plan and the Trust Agreement shall be paid by the Trust, including: (i) as reasonably necessary to meet current liabilities and to maintain the value of the respective Assets of the Trust; (ii) to pay reasonable administrative expenses (including any taxes imposed on the Trust and any professional fees); and (iii) to satisfy other liabilities incurred by the Trust in accordance with the Plan or the Trust Agreement.

d. **Indemnity.** The Trust's obligations, if any, to defend, indemnify, or hold harmless any Person expressly set out in the Plan shall be made from the corpus of the Trust.

7.3. Tax Matters. The Trust shall not be deemed to be the same legal entity as the Diocese but only the assignee of certain assets of the Diocese and a representative of the Estate for delineated purposes within the meaning of Section 1123(b)(3) of the Bankruptcy Code. The Trust is expected to be tax exempt. The Trust Administrator shall file such income tax and other returns and documents as are required to comply with the applicable provisions of the Internal Revenue Code of 1986, 26 U.S.C. §§ 1 et seq., as may be amended, and the regulations promulgated thereunder, 31 C.F.R. §§ 900 et seq., and New Jersey law and the regulations promulgated thereunder, and shall pay from the Trust all taxes, assessments, and levies upon the Trust, if any.

7.4. Appointment of the Trust Administrator. The initial Trust Administrator will be identified ten (10) days before the Confirmation Date. The Trust Administrator shall commence serving as the Trust Administrator on the Confirmation Date; *provided, however*, that the Trust Administrator shall be permitted to act in accordance with the terms of the Trust Agreement from such earlier date, as authorized by the Diocese, and shall be entitled to seek compensation in accordance with the terms of the Trust Agreement and the Plan.

7.5. Rights and Responsibilities of Trust Administrator.

(a) The Trust Administrator shall be deemed the Estate's representative in accordance with Section 1123 of the Bankruptcy Code and shall have all rights, powers, authority, responsibilities, and benefits specified in the Plan and the Trust Agreement, including the powers of a trust administrator under Sections 704, 108 and 1106 of the Bankruptcy Code and Bankruptcy Rule 2004 (including commencing, prosecuting or settling Causes of Action enforcing contracts, and asserting Claims, defenses, offsets and privileges). If there is any inconsistency or ambiguity between the Confirmation Order and the Trust Agreement with respect to Trust Administrator's authority to act, the provisions of the Trust Agreement shall control. Among other things, the Trust Administrator: (1) shall liquidate and convert to case the Trust Assets, make timely

distributions and not unduly prolong the duration of the Trust; (2) may request an expedited determination of taxes of the Trust under Section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Trust for all taxable periods through the dissolution of the Trust; and (3) may retain professionals, including legal counsel, accountants, financial advisors, auditors, and other agents on behalf of the Trust, and at the Trust's sole expense, as reasonably necessary and to carry out the obligations of the Trust Administrator hereunder and under the Trust Agreement.

(b) Notwithstanding the foregoing, the Diocese, the Reorganized Debtor, and the Trust acting for itself and on behalf of the Estate, shall be deemed to have waived, effective upon the Effective Date:

a. Any and all Claims under Sections 547, 548, 549, and 550 of the Bankruptcy Code for the recovery of any sums paid to any Person who provided goods and services to the Diocese in the ordinary course of business prior to the Effective Date;

b. Any and all Claims and Causes of Action: (i) seeking the substantive consolidation of the Diocese and any other Person or an order deeming any such Person and the Diocese to be an "alter-ego" of the other or any other similar Claim or Cause of Action; (ii) to avoid, set aside or recover any payment or other transfer made to any Person under Sections 547, 548, 549, and 550 of the Bankruptcy Code; and (iii) any proceeding to avoid or set aside any interest of a Person in property under Section 544 of the Bankruptcy Code.

c. The Confirmation Order shall state that, absent permission of the Bankruptcy Court, no judicial, administrative, arbitral, or other action or proceeding shall be commenced in any forum other than the Bankruptcy Court against the Trust Administrator in its official capacity, with respect to its status, duties, powers, acts, or omissions as Trust Administrator.

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

7.7. Registry of Beneficial Interests. To evidence the beneficial interest in the Trust of each holder of such an interest, the Trust Administrator shall maintain a registry of beneficiaries.

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

7.9. Termination. The Trust shall terminate after its liquidation, administration, and distribution of the Trust Assets in accordance with the Plan and its full performance of all other

duties and functions set forth herein or in the Trust Agreement. The Trust shall terminate no later than the eleventh (11th) anniversary of the Effective Date.

7.10. Immunity; Liability; Indemnification.

(a) Neither the Reorganized Debtor nor its respective members, designees, or professionals, nor the Trust Administrator or any duly designated agent or representative of the Trust Administrator, nor their respective employees, shall be liable for the acts or omissions of any other member, designee, agent, or representative of such Trust Administrator, except that the Trust Administrator shall be liable for its specific acts or omissions resulting from such Trust Administrator's misconduct, gross negligence, fraud, or breach of the fiduciary duty of loyalty. The Trust Administrator may, in connection with the performance of its functions and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors, and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Trust Administrator shall not be under any obligation to consult with its attorneys, accountants, financial advisors, or agents, and its determination not to do so shall not result in the imposition of liability on the Trust Administrator unless such determination is based on the Trust Administrator's recklessness, gross negligence, willful misconduct, or fraud.

(b) No recourse shall ever be had, directly or indirectly, against the Trust Administrator personally, or against any employee, contractor, agent, attorney, accountant, or other professional retained in accordance with the terms of the Trust Agreement or the Plan by the Trust Administrator, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or Trust Agreement whatsoever executed by the Trust Administrator in implementation of this Trust Agreement or the Plan, or by reason of the creation of any indebtedness by the Trust Administrator under the Plan for any purpose authorized by the Trust Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and Trust Agreements of the Trust whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Trust Assets or such part thereof as shall under the term of any such Trust Agreement be liable therefore or shall be evidence only of a right of payment out of the Trust Assets. Notwithstanding the foregoing, the Trust Administrator may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud; and if liability on such grounds is established, recourse may be had directly against the Trust Administrator. The Trust shall not be covered by a bond.

(c) The Trust shall defend, indemnify, and hold the Trust Administrator, its officers, directors, agents, representatives, and employees to the fullest extent that a corporation or trust organized under the laws of New Jersey entitled to indemnify and defend its directors, trustees, officers, and employees against any and all liabilities, expenses, Claims, damages or losses incurred by them in the performance of their duties hereunder.

a. Additionally, the Reorganized Debtor, and each of its respective agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative, or arbitral action, by reason of any act or omission of the Trust or Trust Administrator or respective agents, with respect to: (i) the Chapter 11 case and any act or omission undertaken by them prior to the commencement thereof; (ii) the assessment or liquidation of any Class 4 Claims and Class 5 Claims; (iii) the administration of the Trust and the implementation of the Trust Distribution Plan; or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent that a corporation or trust organized under the laws of New Jersey is from time to time entitled to indemnify and defend its officers, directors, trustees, and employees, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Debtor or Reorganized Debtor, and their respective professionals, officers and directors, in connection with or resulting from such action, suit, or proceeding, provided such expenditures have been approved by the Trust in advance such approval not be unreasonably withheld.

b. Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of a Trust Administrator, the Debtor, the Reorganized Debtor, and their respective agents in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, from which they are entitled to be indemnified by the Trust, shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trust Administrator, the Debtor, the Reorganized Debtor, and their respective agents, to repay such amount in the event that it shall be determined ultimately by Non-Appealable Order that such Trust Administrator, the Debtor, the Reorganized Debtor, and their respective professionals, officers, and directors is not entitled to be indemnified by the Trust.

7.11. Treatment of Tort Claims.

(a) **Trust Liability.** On the Effective Date, the Trust shall automatically and without further act or deed assume: (i) all liability, if any, of the Covered Parties in respect of Channeled Claims; and (ii) the responsibility for preserving and managing Trust Assets and distributing Trust Assets.

(b) **Assessment.** Each Tort Claim will be assessed by the Tort Claims Reviewer in accordance with the Trust Distribution Plan to determine whether the Tort Claimant is entitled to a distribution under the Trust. The Diocese or the Reorganized Debtor shall reasonably cooperate with the Tort Claims Reviewer and the Trust Administrator as requested by the Tort Claims Reviewer or the Trust Administrator in connection with any inquiries by either in the administration of the Trust Distribution Plan.

(c) **Distributions to Tort Claimants.** A Tort Claimant electing to be treated as a Distribution Plan Claimant, and whom the Tort Claims Reviewer determines to be entitled to a distribution, will receive a distribution from the Trust in the amount(s) and at the time(s) provided for in the Trust Distribution Plan. Any payment on a Tort Claim constitutes payments for damages on account of personal physical injuries or sickness arising from an occurrence, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. For the avoidance of doubt, Tort Claimants' recovery on their Class 4 Claims shall be limited to the distributions they are entitled to, if any, from the Trust under the Trust Distribution Plan, and they shall not be entitled to collect personally or otherwise any additional amounts whatsoever on their Tort Claims from any Covered Party or any Covered Party's assets, even if they are denied a distribution pursuant to the Trust Distribution Plan. For the avoidance of doubt, the Unknown Tort Claims Reserve Fund established shall be the sole source of payment to Class 5 Claimants on account of Class 5 Claims. Tort Claimants' recovery on their Class 5 Claims shall be limited to the distributions they are entitled to, if any, from the Trust determined under the Trust Distribution Plan, and they shall not be entitled to collect personally or otherwise any additional amounts whatsoever on their Tort Claims from the Trust, any Covered Party (with the exception of the Reorganized Debtor), or any Covered Party's assets (with the exception of the Reorganized Debtor), even if they are denied a distribution pursuant to the Trust Distribution Plan.

(d) **Dismissal of Pending Litigation.** Within twenty (21) days after the Effective Date, all Claims arising out of, or related to, Tort Claims asserted in any lawsuit against any Covered Party currently pending in state court shall be dismissed with prejudice and without fees and costs being recoverable against any Covered Party or by any Covered Party against the Tort Claimant.

(e) **Release.** Prior to any Class 4 Claimants and Class 5 Claimants receiving a payment from the Trust, the Claimant shall sign a Release.

(f) **Objections and Litigation After the Effective Date.** As of the Effective Date, the Trust Administrator shall have the sole and exclusive right to object to Class 4 Claims. The Reorganized Debtor shall have no right to object to any Class 4 Claims after confirmation of the Plan. The Trust and the Reorganized Debtor shall each have the right to object to any Class 5 Claims after confirmation of the Plan.

(g) **Claim Withdrawal.** A Tort Claimant may withdraw his or her Tort Claim at any time on written notice to the Trust Administrator. If withdrawn, (a) the Tort Claim will be withdrawn with prejudice and may not be reasserted, and such Tort Claimant shall still be subject to the Discharge Injunction, the Channeling Injunctions, and the Supplemental Insurer Injunction as provided by this Plan; and (b) any reserve maintained by the Trust on account of such Tort Claim shall revert to the Trust as a Trust Asset for distribution in accordance with the Plan and Trust Distribution Plan.

ARTICLE VIII.
EFFECT OF PLAN ON CLAIMS AND INTERESTS

8.1. General Injunction. Except as otherwise provided in the Plan, the Confirmation Order will provide that all persons and entities who have held, hold, or may hold Claims against the Debtor are permanently enjoined, on and after the Confirmation Date, from (A) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or taking any act to recover such Claim outside of the claims allowance procedure discussed in the Plan and the Bankruptcy Code and Bankruptcy Rules, (B) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or Order against the Debtor on account of any such Claim, (C) creating, perfecting or enforcing any encumbrance of any kind against the Debtor or against the property or interests in property of the Debtor on account of any such Claim and (D) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor or against the property or interests in property of the Debtor on account of any such Claim.

8.2. Channeling Injunction. Channeling Injunction preventing prosecution of Channeled claims against Covered Parties.

(a) In consideration of the undertakings of the Covered Parties under the Plan, their contributions to the Trust, and other consideration, and pursuant to their respective settlements with the Debtor and to further preserve and promote the agreements between and among the Covered Parties and pursuant to Section 105 of the Bankruptcy Code:

a. any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts as established under the Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims; and

b. all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Covered Parties, including:

- i. commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Covered Parties or against the property of any of the Covered Parties;
- ii. enforcing, attaching, collecting or recovering, by any manner or means, from any of the Covered Parties or the property of any of the Covered Parties, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Covered Parties;

- iii. creating, perfecting or enforcing any lien of any kind relating to any Channeled Claim against any of the Covered Parties or the property of the Covered Parties;
- iv. asserting, implementing or effectuating any Channeled Claim of any kind against:
 - 1. any obligation due any of the Covered Parties;
 - 2. any of the Covered Parties; or
 - 3. the property of any of the Covered Parties.
- v. taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and
- vi. asserting or accomplishing any setoff, right of indemnity, subrogation, contribution or recoupment of any kind against any obligation due to any of the Covered Parties.

(b) The Channeling Injunction is an integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in this Section shall inure to the benefit of the Covered Parties. In a successful action to enforce the injunctive provisions of this Section in response to a willful violation thereof, the moving party may seek an award of cost (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.

8.3. Exculpation; Limitation of Liability. From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party shall be released from, any Claim, Cause of Action or liability to any other Exculpated Party, to any holder of a Claim, or to any other party in interest, for any act or omission that occurred during and in connection with this Chapter 11 case or in connection with the preparation and filing of this Chapter 11 case, the formulation, negotiation, or pursuit of confirmation of a Plan, the consummation of the Plan, and the administration of the Plan or the property to be distributed under the Plan, except for Claims, Causes of Action or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Non-Appealable Order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Committee and the Diocese and their respective officers, board and committee members, employees, attorneys, financial advisors, and other Professionals shall be entitled to and granted benefits of Section 1125(e) of the Bankruptcy Code and the Channeling Injunction.

ARTICLE IX.
PROVISIONS GOVERNING DISTRIBUTIONS GENERALLY

9.1. Disbursing Agent. The Reorganized Debtor shall be the Disbursing Agent (and Trust Administrator) and shall be responsible for all distributions required under the Plan.

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

9.3. Payments and Distributions on Disputed Claims. As and when authorized by a Final Order, Disputed Claims that become Allowed Claims shall be paid from the Disputed Claim Reserve. No distribution shall be made on a Claim where only a portion of such Claim is disputed until such dispute is resolved by settlement or Final Order.

9.4. Disputed Claim Reserve. To the extent that a disbursing agent makes a distribution hereunder to a Class prior to the resolution of all Disputed Claims of such Class, the respective disbursing agent shall reserve an amount for any Disputed Claims in such Class equal to the amount that such Holders of Disputed Claims in such Class would be entitled to receive under the Plan if such Disputed Claims were Allowed in the asserted amount of the Claim.

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

9.6. Distribution of Unclaimed Property. Except as otherwise provided in the Plan, any distribution under the Plan which is unclaimed after three (3) months following any Distribution Date shall be forfeited, and such distribution, together with any interest earned thereon, and shall return to and revert in the Reorganized Debtor.

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

9.8. Setoffs and Recoupment. Subject to the terms of the Plan and pursuant to Section 553 of the Bankruptcy Code or applicable non-bankruptcy law, the Debtor or Reorganized Debtor, as appropriate, may but shall not be required to, setoff against or recoup

from any Claim on which payments are to be made pursuant to the Plan, any Claims of any nature whatsoever the Debtor may have against the Holder of such Claim.

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

9.10. Prepayment. Except as otherwise provided herein or the Confirmation Order, the Plan Administrator shall have the right to prepay, without penalty, all or any portion of an Allowed Claim.

9.11. Allowance and Disallowance of Claims.

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

(b) **Disallowance of Claims.** All Claims held by Persons against whom the Debtor or Reorganized Debtor, as appropriate, have filed or commenced or may in the future file or commence a Claim or Cause of Action under Sections 522(f), 522(h), 542, 543, 544, 547, 548, 549, 550, 551, 553 or 724(a) of the Bankruptcy Code shall be deemed disallowed pursuant to Section 502(d) of the Bankruptcy Code. The Holders of any and all Claims Filed with the Bankruptcy Court after the relevant Bar Date shall be deemed disallowed without further action by the Debtor or Reorganized Debtor and without any further notice to or action, order, or approval of the Bankruptcy Court. The Holders of any and all Claims Filed with the Bankruptcy Court after the relevant bar date shall not be entitled to a distribution, unless otherwise allowed by Final Order of the Bankruptcy Court.

9.12. Resolution of Disputed Administrative Expense Claims and Disputed Claims.

(a) **Prosecution of Objections to Claims.** Prior to the Effective Date, the Debtor shall have standing and the right to commence and pursue objections to Claims, and the Reorganized Debtor shall have such standing after the Effective Date. All objections to Claims shall be Filed with the Bankruptcy Court by the Claims Objection Deadline and served upon the Holders of each of the Claims to which objections are

made. The Debtor or Reorganized Debtor shall have the right, after notice and a hearing, to seek an extension of the Claim Objection Deadline and such an extension shall not be deemed a material modification of the Plan.

(b) **Objections to Claims.** An objection to the allowance of a Claim shall be in writing and shall be Filed with the Bankruptcy Court by the Debtor or Reorganized Debtor. Except as expressly set forth herein, nothing herein, in the Confirmation Order or in any Order in aid of Confirmation, shall constitute, or be deemed to constitute, a waiver or release of any Claim, Cause of Action, Avoidance Action, right of setoff or recoupment or other legal or equitable defense which the Debtor had immediately prior to the commencement of the Chapter 11 Cases against or with respect to any Claim. Except as set forth herein, upon Confirmation, the Debtor and Reorganized Debtor shall have, retain, reserve and be entitled to assert all such Claims, Causes of Action, rights of setoff and recoupment and other legal or equitable defenses that the Debtor had immediately prior to the commencement of the Chapter 11 Cases against or with respect to any Claim.

9.13. Controversy Concerning Impairment. If a controversy arises as to whether any Claims or any Class of Claims or Interests are Impaired under the Plan, the Bankruptcy Court, after notice and a hearing, shall determine such controversy before approving the Disclosure Statement.

ARTICLE X.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1. Executory Contracts and Unexpired Leases. On the Effective Date, all Executory Contracts and unexpired leases not rejected on or before the Confirmation Date will be deemed assumed. The Confirmation Order shall constitute an order approving such assumption as of the Effective Date. No cure payments or adequate assurance of future performance shall be due.

10.2. Bar to Rejection Damages. All proofs of claim with respect to claims arising from said rejection must be filed with the Bankruptcy Court within the earlier of (i) the date set forth for filing claims in any order of the Bankruptcy Court approving such rejection or (ii) thirty (30) days after the Confirmation Date. Any such claims, proofs of which are not filed timely, will be barred forever from assertion.

ARTICLE XI.

EFFECTS OF CONFIRMATION

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

11.2. Binding Effect. Except as otherwise expressly provided in the Plan, on and after the Effective Date, the Plan shall bind all Holders of Claims and Interests. Subject to the terms of the Plan, upon the Effective Date, every Holder of a Claim or Interest shall be precluded and permanently enjoined from asserting against the Debtor and/or Reorganized Debtor any Claim based on any document, instrument, judgment, award, order, act, omission, transaction or other activity of any kind or nature that occurred before the Petition Date.

11.3. Discharge of the Debtor.

(a) Upon the Effective Date, the Debtor shall be deemed discharged and released under Section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in Section 502 of the Bankruptcy Code, whether or not (i) a proof of claim based upon such debt is filed or deemed filed under Section 501 of the Bankruptcy Code, (ii) a Claim based upon such debt is Allowed under Section 502 of the Bankruptcy Code, (iii) a Claim based upon such debt is or has been disallowed by order of the Bankruptcy Court, or (iv) the Holder of a Claim based upon such debt accepted the Plan.

(b) As of the Effective Date, except as provided in the Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Debtor, the Reorganized Debtor and their respective members, shareholders, officers, directors, partners, attorneys or advisors, any other or further Claims, debts, rights, Causes of Action, claims for relief, liabilities, or equity interests relating to the Debtor based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtor, pursuant to Sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor and/or Reorganized Debtor at any time, to the extent that such judgment relates to a discharged Claim.

11.4. Release and Discharge of the Trade Creditors' Committee. Effective on the Effective Date, the Trade Creditors' Committee and its professionals shall be deemed disbanded and released from their duties and obligations.

11.5. Release and Discharge of the Tort Claimants' Committee. Effective on the Effective Date, the Tort Claimants' Committee and its professionals shall be deemed disbanded and released from their duties and obligations.

ARTICLE XII.
RETENTION OF JURISDICTION

The Court shall retain jurisdiction of this case pursuant to the provisions of chapter 11 of the Bankruptcy Code, pending the final allowance or disallowance of all Claims affected by the Plan, to make such orders as are necessary or appropriate to carry out the provisions of this Plan, and with respect to the following matters:

- (a) To enable the Plan Proponent to consummate the Plan and to resolve any disputes arising therefrom;
- (b) To adjudicate all controversies concerning the classification, estimation or allowance of any Claim herein;
- (c) To make such Orders as are necessary or appropriate to implement the provisions of this Plan;
- (d) To determine the classification, estimation and priority of all claims against the Debtor and to re-examine any Claims which may have been allowed;
- (e) To determine applications for the rejection or assumption of executory contracts or unexpired leases pursuant to the provisions of this Plan which are not determined prior to the Confirmation date and to determine allowance of Claims for damages with respect to rejection of any such executory contracts or unexpired leases within such time as the Court may direct;
- (f) To oversee and issue further appropriate orders respecting disbursement of amounts deposited as may be required by this Plan;
- (g) To conduct hearings on valuation, as necessary, and to determine whether any party in interest is entitled to recover against any Person any Claim, whether arising under section 506(c) of the Bankruptcy Code, or arising out of a voidable preference, a fraudulent transfer, or otherwise;
- (h) To hear and determine all applications for compensation and other Administrative Expenses;
- (i) To hear and determine any and all pending adversary proceedings or contested matters;
- (j) To determine all causes of action which may exist in favor of the Debtor;
- (k) To determine any modification of the Plan after confirmation pursuant to section 1127 of the Bankruptcy Code;
- (l) To enter any order, including injunctions, necessary to establish and enforce the rights and powers of the Debtor under the Plan;
- (m) To enter a final decree pursuant to Rule 3022 of the Bankruptcy Rules.

- (n) To hear and determine all controversies, suits and disputes, if any, as may arise in connection with the interpretation or enforcement of the Plan;
- (o) To hear and determine all controversies, suits and disputes, if any, as may arise with regard to orders of Bankruptcy Court in the Chapter 11 Case entered on or before the Confirmation Date;
- (p) To hear and determine any and all controversies and disputes arising under, or in connection with, the Plan;
- (q) To hear and determine any and all objections to payments under the Plan;
- (r) To liquidate damages in connection with any disputed, contingent or unliquidated Claims;
- (s) To adjudicate all Claims to a security or ownership interest in any property of the Debtor or in any proceeds thereof;
- (t) To adjudicate all causes of action to recover all assets and properties of the Debtor wherever located;
- (u) To enter any order, including injunctions necessary to enforce the title, rights and powers of the Debtor, and to impose such limitations, restrictions, terms and conditions on such title rights and powers as the Bankruptcy Court may deem necessary or appropriate; and
- (v) To make such orders as are necessary or appropriate to carry out the provisions of the Plan, including but not limited to orders interpreting, or enforcing the provisions thereof.

In addition, this Court shall retain jurisdiction to implement the provisions of the Plan in the manner as provided under section 1142, sub-paragraphs (a) and (b) of the Bankruptcy Code. If the Court abstains from exercising, or declines to exercise jurisdiction, or is otherwise without jurisdiction over any matter set forth in this Section, or if the Debtor elects to bring an action or proceeding in any other forum, then this section shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court, public authority or commission having competent jurisdiction over such matters.

ARTICLE XIII. **MISCELLANEOUS PROVISIONS**

13.1. Amendment or Modification of this Plan. On or before the Effective Date, this Plan or any exhibits hereto may be amended, modified, or supplemented by the Debtor in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after

the Confirmation Date, the Debtor or Trust Administrator, as applicable, may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes and effects of this Plan. The Debtor may make appropriate technical adjustments and modifications to this Plan prior to the Effective Date without further order or approval of the Bankruptcy Court.

13.2. Revocation or Withdrawal of this Plan. The Debtor reserves the right to revoke or withdraw this Plan before the Confirmation Date. If the Debtor revokes or withdraws this Plan before the Confirmation Date, then this Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtor or the Trust Administrator or to prejudice in any manner the rights of the Debtor or the Trust Administrator in any further proceedings.

13.3. Reports. Until a Final Decree is entered, the Debtor shall submit all post-Confirmation quarterly reports to the U.S. Trustee as required by the U.S. Trustee guidelines (with a copy served on the Office of the U.S. Trustee) setting forth all receipts and disbursements of the Debtor. The first report shall be filed within thirty (30) days after the end of the quarter in which the Effective Date occurs. The Debtor shall be responsible to request that a Final Decree be entered in this Bankruptcy Cases. The Debtor shall also be responsible for any quarterly fees due to the U.S. Trustee from and after the Effective Date until the Bankruptcy Cases are closed.

13.4. Severability of Plan Provisions. If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor or Reorganized Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may be altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.5. No Interest. Except as expressly stated in the Plan, no interest, penalty or late charge is allowed or shall be paid on any Claim.

13.6. Allocation of Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a Distribution under this Plan comprises indebtedness and accrued but unpaid interest thereon, such Distribution shall be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid prepetition interest.

13.7. Notices. All notices, requests or demands with respect to this Plan shall be in writing and shall be deemed to have been received within five (5) days of the date of mailing, provided they are sent by registered mail or certified mail, postage prepaid, return receipt

requested, and if sent to the Proponent, addressed to Richard D. Trenk, Esq. and Robert S. Roglieri, Esq., McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068.

13.8. Plan Controls Disclosure Statement. Notwithstanding anything to the contrary contained herein or in the Disclosure Statement, in the event and to the extent that any provision of the Plan is inconsistent with any provision of the Disclosure Statement, the provisions of the Plan shall control and take precedence.

13.9. Filing of Additional Documents. Prior to the Effective Date, the Debtor may File with the Bankruptcy Court such agreements or other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan that are not inconsistent with the terms of the Plan. On or after the Effective Date, the Debtor and/or the Reorganized Debtor may file with the Bankruptcy Court such agreements or other documents as may be necessary or appropriate to effectuate the terms and conditions of the Plan.

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

13.11. Rules of Interpretation; Computation of Time. For purposes of the Plan, (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document as being in a particular form or containing particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (b) any reference in the Plan to an existing document, schedule or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (c) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules and Exhibits, if any, are references to Sections, Articles, Schedules and Exhibits of or to the Plan, (d) the words "herein" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan, (e) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, and (f) the rules of construction set forth in Section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply. In computing any period of time prescribed or allowed by the Plan, unless otherwise specifically designated herein, the provisions of Bankruptcy Rule 9006(a) shall apply.

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

13.13. Waiver of Subordination. Notwithstanding any provision of the Plan to the contrary, all holders of Claims shall be deemed to have waived any and all contractual subordination rights to which they may have with respect to the distributions made pursuant to the Plan, and the Confirmation Order shall permanently enjoin, effective as of the Effective Date,

all holders of Claims from enforcing or attempting to enforce any such rights against any Person receiving distributions under the Plan.

13.14. Post-Effective Date Professional Fees. The reasonable fees and actual and necessary expenses incurred after the Effective Date by professionals for the Debtor shall be paid by the Debtor or Reorganized Debtor upon the submission of an invoice to the Debtor or Reorganized Debtor without the need for further notice to any Person or approval by the Bankruptcy Court.

13.15. Governing Law. Unless a rule of law or procedure is supplied by federal law, including the Bankruptcy Code and Bankruptcy Rules, (a) the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan, and (b) governance matters shall be governed by the laws of the State of New Jersey, without giving effect to the principles of conflict of law thereof.

13.16. Headings. Headings are used in this Plan for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

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

**McMANIMON, SCOTLAND,
& BAUMANN, LLC**
*Counsel for Debtor and Debtor-in-Possession,
The Diocese of Camden, New Jersey*

By: s// Richard D. Trenk
RICHARD D. TRENK

THE DIOCESE OF CAMDEN, NEW JERSEY

By: /s/ Reverend Robert E. Hughes
Reverend Robert E. Hughes
Vicar General/Vice President

Dated: December 31, 2020