

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

THE DIOCESE OF ROCHESTER,

Case No. 19-20905

Debtor.

Chapter 11 Case

**NOTICE OF FILING OF MODIFIED
PLAN SUPPLEMENT EXHIBITS**

PLEASE TAKE NOTICE that on March 14, 2025, The Diocese of Rochester, the above-captioned debtor and debtor in possession (the “Diocese”) and the Official Committee of Unsecured Creditors filed the *Eighth Amended Joint Chapter 11 Plan of Reorganization for The Diocese of Rochester dated March 14, 2025* [Docket No. 3026] (the “Joint Plan”).¹

PLEASE TAKE FURTHER NOTICE that on April 25, 2025, the Diocese filed the Plan Supplement in accordance with the Joint Plan [Docket No. 3079].

PLEASE TAKE FURTHER NOTICE that, in consultation with the Settling Insurers, the Plan Proponents have agreed to make non-material modifications to certain of the Plan Supplement Exhibits.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 2** is the modified form of *Consenting Class 4 Claim Release Agreement*.

PLEASE TAKE FURTHER NOTICE that a redline comparison showing the modifications to the Consenting Class 4 Claim Release Agreement is attached hereto as **Exhibit 2A**.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Joint Plan.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 4** is the modified *Trust Agreement*.

PLEASE TAKE FURTHER NOTICE that a redline comparison showing the modifications to the Trust Agreement is attached hereto as **Exhibit 4A**.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit 7** is the modified form of *Litigation Claimant Agreement*.

PLEASE TAKE FURTHER NOTICE that a redline comparison showing the modifications to the Litigation Claimant Agreement is attached hereto as **Exhibit 7A**.

PLEASE TAKE FURTHER NOTICE that except as reflected in the attached modified exhibits to the Plan Supplement, the Plan Supplement documents [Docket No. 3079] previously filed with respect to the Joint Plan remain unchanged.²

PLEASE TAKE FURTHER NOTICE that the Diocese reserves the right to further amend or modify any of the Exhibits to the Plan Supplement in accordance with the terms of the Joint Plan.

² No Abuse Claimants have elected to be treated as Non-Consenting Abuse Claimants under the Joint Plan. Accordingly, all Abuse Claimants will be treated as Consenting Abuse Claimants, and the Non-Consenting Class 4 Claim Release Agreement [Plan Supplement Exhibit 3] and Non-Consenting Litigation Claimant Agreement [Plan Supplement Exhibit 8] are no longer applicable to the Joint Plan.

Dated: September 4, 2025
Syracuse, New York

Respectfully submitted,

BOND, SCHOENECK & KING, PLLC

By: /s/ Stephen A. Donato
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Counsel to The Diocese of Rochester

EXHIBIT 2

Consenting Class 4 Claim Release Agreement

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

The Diocese of Rochester,

Debtor.

Case No. 19-20905

Chapter 11

CONSENTING CLASS 4 CLAIM RELEASE AGREEMENT

This Consenting Class 4 Claim Release Agreement (this “Agreement”) is made and entered into by [_____] (“Claimant”), pursuant to the *Eighth Amended Joint Chapter 11 Plan of Reorganization for The Diocese of Rochester Dated March 14, 2025* (as it may be amended or supplemented, and in the form confirmed in the above-captioned Chapter 11 Case, the “Plan”).¹

WHEREAS, Claimant has asserted an Abuse Claim against The Diocese of Rochester (the “Diocese”) and/or one or more Participating Parties;² and

WHEREAS, on [____], 2025, the Court entered an order confirming the Plan;

and

WHEREAS, the Effective Date of the Plan occurred on [____], 2025;

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

PART I
ACKNOWLEDGEMENT AND CERTIFICATION

1. Claimant accepts and acknowledges that, under the Plan, Distributions from the Trust to holders of Abuse Claims will be determined solely by an individual proposed by the Committee and approved by the Bankruptcy Court (the “Abuse Claims Reviewer”). Claimant further accepts, acknowledges and understands that payments to Claimant from the Trust on account of Claimant’s Abuse Claim (if any) will be determined by the Abuse Claims Reviewer in accordance with

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and in any order confirming the Plan (the “Confirmation Order”). In the event of any inconsistency between this Agreement (including any schedule attached hereto) and the Plan and/or Confirmation Order, the Plan and/or Confirmation order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

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

the Allocation Protocol attached to the Plan and that, unless Claimant is authorized under the Plan to proceed as a Litigation Claimant against a Non-Settling Insurer, if any, the Trust shall constitute the sole source of recovery for Claimant's Abuse Claim. By signing below, Claimant certifies that Claimant has reviewed and understands the Allocation Protocol and further understands that the decision of the Abuse Claims Reviewer is final and not subject to appeal or further review by any court or other adjudicative authority. Claimant consents to the method set forth in the Plan and Allocation Protocol for determining Trust Distributions on account of Claimant's Abuse Claim and understands and agrees that if Claimant is not authorized to proceed as a Litigation Claimant under the terms of the Plan Claimant may be waiving any right to a trial by jury or otherwise against the Diocese, the Reorganized Diocese, and the Protected Parties.

2. Claimant accepts and acknowledges that, except as expressly provided in the Plan, none of the Protected Parties will have or incur any liability to, or be subject to any right of action by, Claimant, any other party in interest, or any of their respective representatives, financial advisors, or affiliates, or any of their successors or assigns, for any act or omission in or relating to the Chapter 11 Case, including the exercise of their respective business judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the Plan, or the administration of the Plan or the Trust, and in all respects, such parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Chapter 11 Case. Without limiting the generality of the foregoing, the Diocese and its advisors and professionals shall be entitled to and granted the benefits of section 1125(e) of the Bankruptcy Code.

3. Claimant accepts and acknowledges that the Diocese, the Reorganized Diocese, the Trust, the Trustee, the Protected Parties, and professionals employed by the foregoing shall not have any liability to any entity, including any governmental entity or insurer, on account of payments made to Claimant, including any liability under the MSPA. Claimant agrees to provide the Trustee with any information necessary to comply with reporting obligations arising under the MMSEA, and has provided or will provide for the payments/and or resolution of any obligations owing or potentially owing under the MSPA relating to Claimant's Abuse Claim and any Distribution from the Trust. Claimant acknowledges and agrees that if Claimant does have any obligations owing or potentially owing under the MSPA relating to any Abuse Claim or Distribution from the Trust, the Trustee may withhold from any payment directly or indirectly to Claimant funds sufficient to assure that any obligations owing or potentially owing under the MSPA relating to such Abuse Claim are paid to the applicable agency.

PART II

GENERAL RELEASE OF CLAIMS AGAINST PROTECTED PARTIES

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

- a. voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, fully, finally, and completely release, acquit, and forever discharge the Settling Insurers, the Settling Insurer Releasees, and each Settling Insurer Related Person of and from Claimant's Abuse Claim, any and all Barred Claims, and any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Settling Insurer Policies, with such release and discharge being effective as of the occurrence of the Effective Date of the Plan.
- b. voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, fully, finally, and completely release, acquit, and forever discharge the Protected Parties and Exculpated Parties, including the Settling Insurers, the Settling Insurer Releasees, the Diocese, the Reorganized Diocese, the Participating Parties, and each of their respective Related Persons, of and from any and all past, present, and future Claims, and each such Persons' portion or share of damages that, directly or indirectly, arise out of, relate to, or are connected with: (i) Claimant's Abuse Claim and any other Channeled Claims, (ii) Claims that directly or indirectly arise out of, relate to, or are in connection with the handling of Claimant's Abuse Claim and any other Channeled Claims, (iii) any Settling Insurer Policy, (iv) any Medicare Claim, and (v) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case, with such release and discharge being effective as of the occurrence of the Effective Date, *except that*, with respect to the Diocese and the Participating Parties, such release and discharge shall become effective immediately and without further action but only upon the occurrence of the Abuse Claim Discharge Date applicable to Claimant's Abuse Claim;
- c. voluntarily and irrevocably agree and covenant (i) that Claimant shall not sue or seek recovery or relief of any kind from the Protected Parties and Exculpated Parties, including the Settling Insurers, the Settling Insurer Releasees, the Diocese, the Reorganized Diocese, and the Participating Parties, and each of their respective Related Persons, in connection with any and all past, present, and future Claims that directly or indirectly arise out of, relate to or are in connection with Claimant's Abuse Claim or any other Channeled Claims, or the handling of Claimant's Abuse Claim, Channeled Claims, the Settling Insurer Policies, any Medicare Claim, and the Chapter 11 Case, *provided, however*, that prior to the occurrence of the applicable Abuse Claim Discharge Date, the foregoing shall not prevent Claimant from taking such actions that may be necessary and appropriate, to liquidate any Litigation Claim that Claimant may be authorized to pursue under the terms of the Plan and collecting the proceeds therefrom solely from any Non-Settling Insurer, to the extent allowed under the terms of the Plan, (ii) to forever and irrevocably discharge that fraction, portion, or percentage of damages Claimant may have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party or Exculpated Party, including the Settling Insurers, the Settling Insurer Releasees, the Diocese, Reorganized Diocese, the Participating Parties, and each of their respective Related Persons, *provided, however*, that such discharge with respect to the Diocese and the Participating Parties shall not occur until the occurrence of the applicable Abuse Claim Discharge Date; (iii) that the trial court in any future action that, directly or

indirectly, arises out of, relates to, or is connected with the Claims released hereby will be bound by this Agreement, and that Claimant will not oppose any future defense counsel submitting this Agreement in such an action, *provided, however*, that all rights in such future action with respect to any Litigation Claim are expressly preserved through and until the occurrence of the applicable Abuse Claim Discharge Date, (iv) that the releases set forth in this Agreement, when effective in accordance with the terms hereof, extinguish any potential liability of each and every Protected Party and Exculpated Party, including the Settling Insurers, the Settling Insurer Releasees, the Diocese, Reorganized Diocese, the Participating Parties, and each of their respective Related Persons, for contribution or indemnity to any Person who has been or may be held liable to Claimant for any Abuse Claim or Channeled Claim, and (v) to be bound by the injunctions set forth in the Plan, including those injunctions contained in Section 12 thereof, for the benefit of the Protected Parties.

5. In further consideration of the opportunity to seek compensation from the Trust, as of the Effective Date, Claimant shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including costs of defense and attorneys' fees of, the Trust and the Trustee arising from any failure to comply with the terms of this Release.

6. Claimant further agrees and covenants, with respect to any Claim Claimant may have against the Diocese and/or any Participating Party that is preserved pending the occurrence of the Abuse Claim Discharge Date applicable to Claimant's Abuse Claim pursuant to Section 4 above, Claimant's recourse shall be strictly limited to the proceeds of any Non-Settling Insurer Policies and other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorneys' fees and costs, that may be recoverable from a Non-Settling Insurer, and Claimant may not take any collection or enforcement action against any property of the Diocese or any Participating Party other than to pursue claims against such Non-Settling Insurers.

PART III

REPRESENTATIONS, THIRD PARTY BENEFICIARIES AND SUCCESSORS

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

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

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

[signature page follows]

**GENERAL RELEASE SIGNATURE
(REQUIRED FOR RECEIPT OF ANY FUNDS FROM THE TRUST)**

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

Dated: _____, 2025

Signature

Print or type full name of Claimant

Claim Number (if known)

Address

Claimant's full Social Security Number

SCHEDULE 1

Participating Party List

<u>Parishes</u>			
1.	Sacred Heart Cathedral, Rochester	49.	Our Lady of Lourdes, Rochester
2.	**Annunciation, Rochester	50.	**Our Lady of Mount Carmel, Rochester
3.	**St. Ambrose, Rochester	51.	**Our Lady of Mercy, Rochester
4.	**St. Andrew, Rochester	52.	**Our Lady of Perpetual Help, Rochester
5.	**St. Anthony of Padua, Rochester	53.	**Our Lady of Sorrows, Rochester
6.	**St. Augustine, Rochester	54.	Our Lady of Victory-St. Joseph, Rochester
7.	St. Anne, Rochester	55.	Our Lady Queen of Peace, Rochester
8.	Blessed Sacrament, Rochester	56.	Our Mother of Sorrows, Rochester
9.	**Corpus Christi, Rochester	57.	The Parish of the Holy Family, Rochester
10.	St. Boniface, Rochester	58.	Peace of Christ, Rochester
11.	**St. Bridget, Rochester	59.	**St. Patrick, Rochester
12.	** St. Cecilia, Rochester	60.	**Sts Peter & Paul, Rochester
13.	St. Charles Borromeo, Rochester	61.	St. Pius Tenth, Rochester
14.	**Christ the King, Rochester	62.	**St. Salome, Rochester
15.	**Church of the Annunciation, Rochester	63.	St. Stanislaus, Rochester
16.	Emmanuel Church of the Deaf, Rochester	64.	St. Theodore, Rochester
17.	**St. Feehan, Rochester	65.	**St. Theresa of the Infant Jesus, Rochester
18.	**St. Francis of Assisi, Rochester	66.	St. Thomas More, Rochester
19.	St. Frances Xavier Cabrini, Rochester	67.	**St. Thomas the Apostle, Rochester
20.	St. George, Rochester	68.	**St. Catherine of Siena, Addison
21.	**Guardian Angels, Rochester	69.	Saints Isidore and Maria Torribia, Addison
22.	**St. Helen, Rochester	70.	**St. Margaret Mary, Appalachin
23.	Holy Apostles, Rochester	71.	**St. Mathias, Atlanta
24.	Holy Cross, Rochester	72.	St. Alphonsus, Auburn
25.	**Holy Ghost, Rochester	73.	**St. Aloysius, Auburn
26.	**Holy Family, Rochester	74.	**St. Francis of Assisi, Auburn
27.	**Holy Name of Jesus, Rochester	75.	Holy Family, Auburn
28.	**Holy Redeemer, Rochester	76.	**St. Hyacinth, Auburn
29.	St. Francis Xavier, Rochester	77.	St. Mary, Auburn
30.	**Holy Redeemer/St. Francis Xavier, Rochester	78.	Saints Mary and Martha, Auburn
31.	**Holy Rosary, Rochester	79.	Sacred Heart, Auburn
32.	**Immaculate Conception, Rochester	80.	Good Shephard Catholic Community, Aurora
33.	Immaculate Conception/St. Bridget, Rochester	81.	St. Agnes, Avon
34.	**St. James, Rochester	82.	St. John Vianney, Bath
35.	**St. John the Evangelist, Rochester	83.	**St. Mary, Bath
36.	St. John the Evangelist, Rochester	84.	**St. Stanislaus, Bradford
37.	**St. Joseph, Rochester	85.	Nativity of the Blessed Virgin Mary, Brockport
38.	Kateri Tekakwitha Roman Catholic, Rochester	86.	**St. Columba, Caledonia
39.	St. Lawrence, Rochester	87.	The Parish of Saint Martin De Porres, Caledonia
40.	**St. Lucy, Rochester	88.	**Our Lady of Lebanon, Canandaigua
41.	**Light of Christ Roman Catholic Parish, Rochester	89.	St. Benedict, Canandaigua
42.	**St. Margaret Mary, Rochester	90.	**St. Mary, Canandaigua
43.	St. Mark, Rochester	91.	**St. Joachim, Canisteo
44.	St. Mary, Rochester	92.	**St. William, Cameron Mills
45.	**St. Michael, Rochester	93.	**St. Joseph, Campbell
46.	St. Monica, Rochester	94.	**St. Patrick, Cato
47.	**Our Lady of the Americas, Rochester	95.	**St. Francis of Assisi, Catatonk
48.	**Our Lady of Good Counsel, Rochester	96.	**St. Joseph, Cayuga

97. **St. Vincent De Paul, Churchville
98. **St. Felix, Clifton Springs
99. **St. Felix/St. Francis Parish Cluster, Clifton Springs
100. St. Peter's Roman Catholic Parish, Clifton Springs
101. **St. John the Evangelist, Clyde
102. St. Joseph the Worker, Clyde
103. **St. Pius V, Cohocton
104. **St. William, Conesus
105. All Saints, Corning
106. **Santa Maria de Mercede, Cuylerville
107. **St. Mary, Dansville
108. **St. Patrick, Dansville
109. **St. Andrew, Dundee
110. Holy Cross, Dryden
111. **St. Bridget, East Bloomfield
112. St. Jerome, East Rochester
113. **St. Charles Borromeo, Elmira
114. **St. Anthony, Elmira
115. **Blessed Sacrament, Elmira
116. **St. Casimir, Elmira
117. **St. Cecilia, Elmira
118. **Christ the Redeemer, Elmira
119. **St. John the Baptist, Elmira
120. **St. Mary, Elmira
121. **Our Lady of Lourdes, Elmira
122. The Parish of the Most Holy Name of Jesus, Elmira
123. **St. Patrick, Elmira
124. **Sts. Peter and Paul Catholic Parish, Elmira
125. Church of the Assumption, Fairport
126. Church of the Resurrection, Fairport
127. St. John of Rochester, Fairport
128. St. Luke the Evangelist, Geneseo
129. **St. Mary, Geneseo
130. **St. Francis De Sales, Geneva
131. Our Lady of Peace, Geneva
132. **St. Stephen, Geneva
133. **St. Hillary, Genoa
134. **St. Mary, Greenwood
135. St. Anthony, Groton
136. **Holy Name of Jesus, Groveland
137. St. Elizabeth Ann Seton, Hamlin
138. **St. Gabriel, Hammondsport
139. **Church of the Good Shepherd, Henrietta
140. St. Marianne Cope, Henrietta
141. St. Leo, Hilton
142. St. Paul of the Cross, Honeoye Falls
143. St. Mary, Our Lady of the Hills, Honeoye
144. **St. Ann, Hornell
145. Our Lady of the Valley, Hornell
146. **St. Ignatius Loyola, Hornell
147. St. Mary Our Mother, Horseheads
148. **St. Francis Solanus, Interlaken
149. St. Catherine of Siena, Ithaca
150. Immaculate Conception, Ithaca
151. **Our Lady of the Lake, King Ferry
152. All Saints, Lansing
153. **St. Thomas Aquinas, Leicester
154. St. Rose, Lima
155. St. Matthew Catholic Church Society, Livonia
156. **St. Joseph, Livonia
157. **St. Michael, Livonia Center
158. **St. Michael, Lyons
159. **St. Patrick, Macedon
160. **St. Gregory, Marion
161. **St. Patrick, McLean
162. St. Catherine of Siena, Mendon
163. **St. Michael, Montezuma
164. **St. Patrick, Moravia
165. **Church of the Assumption, Mount Morris
166. **St. Patrick, Mount Morris
167. **St. Patrick, Mumford
168. **St. Januarius, Naples
169. **St. John the Evangelist, Newark Valley
170. St. Michael, Newark
171. St. Christopher, North Chili
172. **Holy Angels, Nunda
173. St. Benedict, Odessa
174. **St. Mary of the Lake, Ontario
175. St. Maximillian Kolbe, Ontario
176. **Holy Cross, Ovid
177. The Parish of Mary, Mother of Mercy, Interlaken
178. St. Ann, Owasco
179. Blessed Trinity, Owego
180. St. Patrick, Owego
181. **Immaculate Heart of Mary, Painted Post
182. **St. Anne, Palmyra
183. The Parish of St. Katharine Drexel, Palmyra
184. Holy Spirit, Webster
185. St. Joseph, Penfield
186. **St. Michael, Penn Yan
187. Our Lady of Lakes Catholic Community, Penn Yan
188. **Sacred Heart of Jesus, Perkinsville
189. **St. Francis, Phelps
190. Church of the Transfiguration, Pittsford
191. St. Louis, Pittsford
192. **St. Raphael, Piffard
193. **St. Patrick, Prattsburg
194. **St. Thomas the Apostle, Red Creek
195. **St. Lucy, Retsof
196. **St. Mary, Rexville
197. **St. Joseph, Rush
198. **St. Mary, Rushville
199. **St. Patrick, Savannah
200. **St. Bernard, Scipio Center
201. **St. Mary of the Assumption, Scottsville

202. **St. Patrick, Seneca Falls
203. **St. Dominic, Shortsville
204. **Epiphany, Sodus
205. **St. Rose of Lima, Sodus Point
206. St. John the Evangelist, Spencerport
207. **St. Theresa, Stanley
208. **St. James the Apostle, Trumansburg
209. **St. Michael's, Union Springs
210. **St. Pius the Tenth, Van Etten
211. St. Patrick, Victor
212. St. Francis and St. Clare, Waterloo
213. **St. Mary, Waterloo
214. St. Mary of the Lake, Watkins Glen
215. **St. James, Waverly
216. Holy Family Catholic Community, Wayland
217. **St. Joseph, Wayland
218. Holy Trinity, Webster
219. St. Paul, Webster
220. St. Rita, Webster
221. **St. John, Weedsport
222. **St. Joseph, Cato
223. Our Lady of the Snow, Weedsport
224. **St. Joseph, West Bloomfield
225. Catholic Community of Blessed Trinity, Wolcott
226. **St. Mary Magdalene, Wolcott
227. ** Most Precious Blood Church
228. The Cathedral Community Church of Rochester
229. Southeast Rochester Catholic Community

Other Entities

1. Catholic Charities of the Diocese of Rochester, Inc.
2. Rochester Catholic Press Association, Inc. ("Catholic Courier")
3. Catholic Youth Organization of Catholic Charities of the Diocese of Rochester
4. Providence Housing Development Corporation
5. Camp Stella Maris of Livonia, N.Y.
6. St. Bernards School of Theology and Ministry
7. Villa of Hope (f/k/a St. Joseph's Villa)
8. De Paul Community Services (f/k/a De Paul Mental Health Clinic)
9. Becket Hall, Inc.
10. DePaul Adult Care Communities, Inc. (formerly known as the DePaul Mental Health Services, Inc.)
11. Bishop Sheen Ecumenical Housing Foundation, Inc.
12. Charles Settlement House, Inc.
13. The Corporate Board of Education, Diocese of Rochester
14. Genesee Settlement House

Schools

1. All Saints in Corning
2. Holy Family in Elmira
3. St. Joseph in Auburn
4. St. Francis/St. Stephen in Geneva
5. De Sales High School in Geneva
6. Northeastern Catholic Jr. High School

** Indicates a parish that is closed, has merged with another or is otherwise inactive at this time.

EXHIBIT 2A

Consenting Class 4 Claim Release Agreement Redline

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

The Diocese of Rochester,

Debtor.

Case No. 19-20905

Chapter 11

CONSENTING CLASS 4 ~~CLAIM RELEASE AGREEMENT~~ CLAIM RELEASE AGREEMENT

This Consenting Class 4 Claim Release Agreement (this “Agreement”) is made and entered into by [_____] (“Claimant”), pursuant to the *Eighth Amended Joint Chapter 11 Plan of Reorganization for The Diocese of Rochester Dated March 14, 2025* (as it may be amended or supplemented, and in the form confirmed in the above-captioned Chapter 11 Case, the “Plan”).¹

WHEREAS, Claimant has asserted an Abuse Claim against The Diocese of Rochester (the “Diocese”) and/or one or more Participating Parties;² and

WHEREAS, on [____], 2025, the Court entered an order confirming the Plan;

and

WHEREAS, the Effective Date of the Plan occurred on [____], 2025;

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

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¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and in any order confirming the Plan (the “Confirmation Order”). ~~An index of such defined terms is attached for convenience as Schedule 1 hereto.~~ In the event of any inconsistency between this Agreement (including any schedule attached hereto) and the Plan and/or Confirmation Order, the Plan and/or Confirmation order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

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

accepts, acknowledges and understands that payments to Claimant from the Trust on account of Claimant's Abuse Claim (if any) will be determined by the Abuse Claims Reviewer in accordance with the Allocation Protocol attached to the Plan and that, unless Claimant is authorized under the Plan to proceed as a Litigation Claimant against a Non-Settling Insurer, if any, the Trust shall constitute the sole source of recovery for Claimant's Abuse Claim. By signing below, Claimant certifies that Claimant has reviewed and understands the Allocation Protocol and further understands that the decision of the Abuse Claims Reviewer is final and not subject to appeal or further review by any court or other adjudicative authority. Claimant consents to the method set forth in the Plan and Allocation Protocol for determining Trust Distributions on account of Claimant's Abuse Claim and understands and agrees that if Claimant is not authorized to proceed as a Litigation Claimant under the terms of the Plan Claimant may be waiving any right to a trial by jury or otherwise against the Diocese, the Reorganized Diocese, and the Protected ~~parties~~Parties.

2. Claimant accepts and acknowledges that, except as expressly provided in the Plan, none of the Protected Parties will have or incur any liability to, or be subject to any right of action by, Claimant, any other party in interest, or any of their respective representatives, financial advisors, or affiliates, or any of their successors or assigns, for any act or omission in or relating to the Chapter 11 Case, including the exercise of their respective business judgment and the performance of their respective fiduciary obligations, the pursuit of confirmation of the Plan, or the administration of the Plan or the Trust, and in all respects, such parties will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan or in the context of the Chapter 11 Case. Without limiting the generality of the foregoing, the Diocese and its advisors and professionals shall be entitled to and granted the benefits of section 1125(e) of the Bankruptcy Code.

3. Claimant accepts and acknowledges that the Diocese, the Reorganized Diocese, the Trust, the Trustee, the Protected Parties, and professionals employed by the foregoing shall not have any liability to any entity, including any governmental entity or insurer, on account of payments made to Claimant, including any liability under the ~~MPSA~~MSPA. Claimant agrees to provide the Trustee with any information necessary to comply with reporting obligations arising under the MMSEA, and has provided or will provide for the payments/and or resolution of any obligations owing or potentially owing under the MSPA relating to Claimant's Abuse Claim and any Distribution from the Trust. Claimant acknowledges and agrees that if Claimant does have any obligations owing or potentially owing under the MSPA relating to any Abuse Claim or Distribution from the Trust, the Trustee may withhold from any payment directly or indirectly to Claimant funds sufficient to assure that any obligations owing or potentially owing under the MSPA relating to such Abuse Claim are paid to the applicable agency.

PART II

GENERAL RELEASE OF CLAIMS AGAINST ~~PROTECTED PARTIES~~PROTECTED PARTIES

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

- a. voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, fully, finally, and completely release, acquit, and forever discharge the Settling Insurers ~~and, the Settling Insurers' reinsurers and retrocessionaires with respect to~~ Insurer Releasees, and each Settling Insurer Related Person of and from Claimant's Abuse Claim, any and the all Barred Claims, and any and all past, present, and future Claims that, directly or indirectly, arise out of, relate to, or are connected with the Settling Insurer Policies, with such release and discharge being effective as of the occurrence of the Effective Date of the Plan;
- b. voluntarily, intentionally, knowingly, absolutely, unconditionally, irrevocably, fully, finally, and completely release, acquit, and forever discharge the Protected Parties and Exculpated Parties, including the Settling Insurers, the Settling ~~Insurers' reinsurers and retrocessionaires~~ Insurer Releasees, the Diocese, the Reorganized Diocese, ~~and the Participating Parties, and each of their respective~~ Related Persons, of and from any and all past, present, and future Claims, and each such Persons' portion or share of ~~my~~ damages that, directly or indirectly, arise out of, relate to, or are connected with: (i) Claimant's Abuse Claim and any other Channeled Claims, (ii) Claims that directly or indirectly arise out of, relate to, or are in connection with the handling of Claimant's Abuse Claim and any other Channeled Claims, (iii) any Settling Insurer Policy, (iv) any Medicare Claim, and (v) all Claims that, directly or indirectly, arise from, relate to, or are connected with the Chapter 11 Case, with such release and discharge being effective as of the occurrence of the Effective Date, *except that*, with respect to the Diocese and the Participating Parties, such release and discharge shall become effective immediately and without further action but only upon the occurrence of the Abuse Claim Discharge Date applicable to Claimant's Abuse Claim;
- c. voluntarily and irrevocably agree and covenant (i) that Claimant shall not sue or seek recovery or relief of any kind from the Protected Parties and Exculpated Parties, including the Settling Insurers, the Settling ~~Insurers' reinsurers and retrocessionaires~~ Insurer Releasees, the Diocese, the Reorganized Diocese, and the Participating Parties, and each of their respective Related Persons, in connection with any and all past, present, and future Claims that directly or indirectly arise out of, relate to or are in connection with Claimant's Abuse Claim or any other Channeled Claims, or the handling of Claimant's Abuse Claim, Channeled Claims, the Settling Insurer Policies, any Medicare Claim, and the Chapter 11 Case, *provided, however*, that prior to the occurrence of the applicable Abuse Claim Discharge Date, the foregoing shall not prevent Claimant from taking such actions that may be necessary and appropriate, to liquidate any Litigation Claim that Claimant may be authorized to pursue under the terms of the Plan and collecting the proceeds therefrom solely from any Non-Settling Insurer, to the extent allowed under the terms of the Plan, (ii) to forever and irrevocably discharge that fraction, portion, or percentage of damages Claimant may have suffered in connection with any Abuse which is by trial or other disposition determined to be the causal fault or responsibility, if any, of any Protected Party or Exculpated Party, including the Settling Insurers, the Settling ~~Insurers' reinsurers and retrocessionaires~~ Insurer Releasees, the Diocese, Reorganized Diocese, ~~and the Participating Parties, and~~ each of their respective Related Persons, *provided, however*, that such discharge with respect to the Diocese and the Participating Parties shall not occur until the

occurrence of the applicable Abuse Claim Discharge Date; (iii) that the trial court in any future action that, directly or indirectly, arises out of, relates to, or is connected with the Claims released hereby will be bound by this Agreement, and that Claimant will not oppose any future defense counsel submitting this Agreement in such an action, *provided, however*, that all rights in such future action with respect to any Litigation Claim are expressly preserved through and until the occurrence of the applicable Abuse Claim Discharge Date, (iv) that the releases set forth in this Agreement, when effective in accordance with the terms hereof, extinguish any potential liability of each and every Protected Party and Exculpated Party, including the Settling Insurers, the Settling ~~Insurers' reinsurers and retrocessionaires~~ Insurer Releasees, the Diocese, Reorganized Diocese, ~~and~~ the Participating Parties, and each of their respective Related Persons, for contribution or indemnity to any Person who has been or may be held liable to Claimant for any Abuse Claim or Channeled Claim, and (v) to be bound by the injunctions set forth in the Plan, including those injunctions contained in Section 12 thereof, for the benefit of the Protected Parties.

5. In further consideration of the opportunity to seek compensation from the Trust, as of the Effective Date, Claimant shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities in whatsoever nature, including costs of defense and attorneys' fees of, the Trust and the Trustee arising from any failure to comply with the terms of this Release.

6. ~~5.~~ Claimant further agrees and covenants, with respect to any Claim Claimant may have against the Diocese and/or any Participating Party that is preserved pending the occurrence of the Abuse Claim Discharge Date applicable to Claimant's Abuse Claim pursuant to Section 4 above, Claimant's recourse shall be strictly limited to the proceeds of any Non-Settling Insurer Policies and other damages (including extra-contractual damages), awards, judgments in excess of policy limits, penalties, punitive damages and attorneys' fees and costs, that may be recoverable from a Non-Settling Insurer, and Claimant may not take any collection or enforcement action against any property of the Diocese or any Participating Party other than to pursue claims against such Non-Settling Insurers.

PART III **REPRESENTATIONS, THIRD PARTY BENEFICIARIES AND SUCCESSORS**

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

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

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

[signature page follows]

GENERAL RELEASE SIGNATURE
(REQUIRED FOR RECEIPT OF ANY FUNDS FROM THE TRUST)

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

Dated: _____, 2025

Signature

Print or type full name of Claimant

Claim Number (if known)

Address

Claimant's full Social Security Number

SCHEDULE 11
Defined Terms from Plan

Participating Party List

<u>Parishes</u>			
<u>1.</u>	<u>Sacred Heart Cathedral, Rochester</u>	<u>46.</u>	<u>St. Monica, Rochester</u>
<u>2.</u>	<u>**Annunciation, Rochester</u>	<u>47.</u>	<u>**Our Lady of the Americas, Rochester</u>
<u>3.</u>	<u>**St. Ambrose, Rochester</u>	<u>48.</u>	<u>**Our Lady of Good Counsel, Rochester</u>
<u>4.</u>	<u>**St. Andrew, Rochester</u>	<u>49.</u>	<u>Our Lady of Lourdes, Rochester</u>
<u>5.</u>	<u>**St. Anthony of Padua, Rochester</u>	<u>50.</u>	<u>**Our Lady of Mount Carmel, Rochester</u>
<u>6.</u>	<u>**St. Augustine, Rochester</u>	<u>51.</u>	<u>**Our Lady of Mercy, Rochester</u>
<u>7.</u>	<u>St. Anne, Rochester</u>	<u>52.</u>	<u>**Our Lady of Perpetual Help, Rochester</u>
<u>8.</u>	<u>Blessed Sacrament, Rochester</u>	<u>53.</u>	<u>**Our Lady of Sorrows, Rochester</u>
<u>9.</u>	<u>**Corpus Christi, Rochester</u>	<u>54.</u>	<u>Our Lady of Victory-St. Joseph, Rochester</u>
<u>10.</u>	<u>St. Boniface, Rochester</u>	<u>55.</u>	<u>Our Lady Queen of Peace, Rochester</u>
<u>11.</u>	<u>**St. Bridget, Rochester</u>	<u>56.</u>	<u>Our Mother of Sorrows, Rochester</u>
<u>12.</u>	<u>** St. Cecilia, Rochester</u>	<u>57.</u>	<u>The Parish of the Holy Family, Rochester</u>
<u>13.</u>	<u>St. Charles Borromeo, Rochester</u>	<u>58.</u>	<u>Peace of Christ, Rochester</u>
<u>14.</u>	<u>**Christ the King, Rochester</u>	<u>59.</u>	<u>**St. Patrick, Rochester</u>
<u>15.</u>	<u>**Church of the Annunciation, Rochester</u>	<u>60.</u>	<u>**Sts Peter & Paul, Rochester</u>
<u>16.</u>	<u>Emmanuel Church of the Deaf, Rochester</u>	<u>61.</u>	<u>St. Pius Tenth, Rochester</u>
<u>17.</u>	<u>**St. Feehan, Rochester</u>	<u>62.</u>	<u>**St. Salome, Rochester</u>
<u>18.</u>	<u>**St. Francis of Assisi, Rochester</u>	<u>63.</u>	<u>St. Stanislaus, Rochester</u>
<u>19.</u>	<u>St. Frances Xavier Cabrini, Rochester</u>	<u>64.</u>	<u>St. Theodore, Rochester</u>
<u>20.</u>	<u>St. George, Rochester</u>	<u>65.</u>	<u>**St. Theresa of the Infant Jesus, Rochester</u>
<u>21.</u>	<u>**Guardian Angels, Rochester</u>	<u>66.</u>	<u>St. Thomas More, Rochester</u>
<u>22.</u>	<u>**St. Helen, Rochester</u>	<u>67.</u>	<u>**St. Thomas the Apostle, Rochester</u>
<u>23.</u>	<u>Holy Apostles, Rochester</u>	<u>68.</u>	<u>**St. Catherine of Siena, Addison</u>
<u>24.</u>	<u>Holy Cross, Rochester</u>	<u>69.</u>	<u>Saints Isidore and Maria Torribia, Addison</u>
<u>25.</u>	<u>**Holy Ghost, Rochester</u>	<u>70.</u>	<u>**St. Margaret Mary, Appalachin</u>
<u>26.</u>	<u>**Holy Family, Rochester</u>	<u>71.</u>	<u>**St. Mathias, Atlanta</u>
<u>27.</u>	<u>**Holy Name of Jesus, Rochester</u>	<u>72.</u>	<u>St. Alphonsus, Auburn</u>
<u>28.</u>	<u>**Holy Redeemer, Rochester</u>	<u>73.</u>	<u>**St. Aloysius, Auburn</u>
<u>29.</u>	<u>St. Francis Xavier, Rochester</u>	<u>74.</u>	<u>**St. Francis of Assisi, Auburn</u>
<u>30.</u>	<u>**Holy Redeemer/St. Francis Xavier, Rochester</u>	<u>75.</u>	<u>Holy Family, Auburn</u>
<u>31.</u>	<u>**Holy Rosary, Rochester</u>	<u>76.</u>	<u>**St. Hyacinth, Auburn</u>
<u>32.</u>	<u>**Immaculate Conception, Rochester</u>	<u>77.</u>	<u>St. Mary, Auburn</u>
<u>33.</u>	<u>Immaculate Conception/St. Bridget, Rochester</u>	<u>78.</u>	<u>Saints Mary and Martha, Auburn</u>
<u>34.</u>	<u>**St. James, Rochester</u>	<u>79.</u>	<u>Sacred Heart, Auburn</u>
<u>35.</u>	<u>**St. John the Evangelist, Rochester</u>	<u>80.</u>	<u>Good Shephard Catholic Community, Aurora</u>
<u>36.</u>	<u>St. John the Evangelist, Rochester</u>	<u>81.</u>	<u>St. Agnes, Avon</u>
<u>37.</u>	<u>**St. Joseph, Rochester</u>	<u>82.</u>	<u>St. John Vianney, Bath</u>
<u>38.</u>	<u>Kateri Tekakwitha Roman Catholic, Rochester</u>	<u>83.</u>	<u>**St. Mary, Bath</u>
<u>39.</u>	<u>St. Lawrence, Rochester</u>	<u>84.</u>	<u>**St. Stanislaus, Bradford</u>
<u>40.</u>	<u>**St. Lucy, Rochester</u>	<u>85.</u>	<u>Nativity of the Blessed Virgin Mary, Brockport</u>
<u>41.</u>	<u>**Light of Christ Roman Catholic Parish, Rochester</u>	<u>86.</u>	<u>**St. Columba, Caledonia</u>
<u>42.</u>	<u>**St. Margaret Mary, Rochester</u>	<u>87.</u>	<u>The Parish of Saint Martin De Porres, Caledonia</u>
<u>43.</u>	<u>St. Mark, Rochester</u>	<u>88.</u>	<u>**Our Lady of Lebanon, Canandaigua</u>
<u>44.</u>	<u>St. Mary, Rochester</u>	<u>89.</u>	<u>St. Benedict, Canandaigua</u>
<u>45.</u>	<u>**St. Michael, Rochester</u>	<u>90.</u>	<u>**St. Mary, Canandaigua</u>
		<u>91.</u>	<u>**St. Joachim, Canisteo</u>

92. [**St. William, Cameron Mills](#)
93. [**St. Joseph, Campbell](#)
94. [**St. Patrick, Cato](#)
95. [**St. Francis of Assisi, Catatonk](#)
96. [**St. Joseph, Cayuga](#)
97. [**St. Vincent De Paul, Churchville](#)
98. [**St. Felix, Clifton Springs](#)
99. [**St. Felix/St. Francis Parish Cluster, Clifton Springs](#)
100. [St. Peter's Roman Catholic Parish, Clifton Springs](#)
101. [**St. John the Evangelist, Clyde](#)
102. [St. Joseph the Worker, Clyde](#)
103. [**St. Pius V, Cohocton](#)
104. [**St. William, Conesus](#)
105. [All Saints, Corning](#)
106. [**Santa Maria de Mercede, Cuylerville](#)
107. [**St. Mary, Dansville](#)
108. [**St. Patrick, Dansville](#)
109. [**St. Andrew, Dundee](#)
110. [Holy Cross, Dryden](#)
111. [**St. Bridget, East Bloomfield](#)
112. [St. Jerome, East Rochester](#)
113. [**St. Charles Borromeo, Elmira](#)
114. [**St. Anthony, Elmira](#)
115. [**Blessed Sacrament, Elmira](#)
116. [**St. Casimir, Elmira](#)
117. [**St. Cecilia, Elmira](#)
118. [**Christ the Redeemer, Elmira](#)
119. [**St. John the Baptist, Elmira](#)
120. [**St. Mary, Elmira](#)
121. [**Our Lady of Lourdes, Elmira](#)
122. [The Parish of the Most Holy Name of Jesus, Elmira](#)
123. [**St. Patrick, Elmira](#)
124. [**Sts. Peter and Paul Catholic Parish, Elmira](#)
125. [Church of the Assumption, Fairport](#)
126. [Church of the Resurrection, Fairport](#)
127. [St. John of Rochester, Fairport](#)
128. [St. Luke the Evangelist, Geneseo](#)
129. [**St. Mary, Geneseo](#)
130. [**St. Francis De Sales, Geneva](#)
131. [Our Lady of Peace, Geneva](#)
132. [**St. Stephen, Geneva](#)
133. [**St. Hillary, Genoa](#)
134. [**St. Mary, Greenwood](#)
135. [St. Anthony, Groton](#)
136. [**Holy Name of Jesus, Groveland](#)
137. [St. Elizabeth Ann Seton, Hamlin](#)
138. [**St. Gabriel, Hammondsport](#)
139. [**Church of the Good Shepherd, Henrietta](#)
140. [St. Marianne Cope, Henrietta](#)
141. [St. Leo, Hilton](#)
142. [St. Paul of the Cross, Honeoye Falls](#)
143. [St. Mary, Our Lady of the Hills, Honeoye](#)
144. [**St. Ann, Hornell](#)
145. [Our Lady of the Valley, Hornell](#)
146. [**St. Ignatius Loyola, Hornell](#)
147. [St. Mary Our Mother, Horseheads](#)
148. [**St. Francis Solanus, Interlaken](#)
149. [St. Catherine of Siena, Ithaca](#)
150. [Immaculate Conception, Ithaca](#)
151. [**Our Lady of the Lake, King Ferry](#)
152. [All Saints, Lansing](#)
153. [**St. Thomas Aquinas, Leicester](#)
154. [St. Rose, Lima](#)
155. [St. Matthew Catholic Church Society, Livonia](#)
156. [**St. Joseph, Livonia](#)
157. [**St. Michael, Livonia Center](#)
158. [**St. Michael, Lyons](#)
159. [**St. Patrick, Macedon](#)
160. [**St. Gregory, Marion](#)
161. [**St. Patrick, McLean](#)
162. [St. Catherine of Siena, Mendon](#)
163. [**St. Michael, Montezuma](#)
164. [**St. Patrick, Moravia](#)
165. [**Church of the Assumption, Mount Morris](#)
166. [**St. Patrick, Mount Morris](#)
167. [**St. Patrick, Mumford](#)
168. [**St. Januarius, Naples](#)
169. [**St. John the Evangelist, Newark Valley](#)
170. [St. Michael, Newark](#)
171. [St. Christopher, North Chili](#)
172. [**Holy Angels, Nunda](#)
173. [St. Benedict, Odessa](#)
174. [**St. Mary of the Lake, Ontario](#)
175. [St. Maximillian Kolbe, Ontario](#)
176. [**Holy Cross, Ovid](#)
177. [The Parish of Mary, Mother of Mercy, Interlaken](#)
178. [St. Ann, Owasco](#)
179. [Blessed Trinity, Owego](#)
180. [St. Patrick, Owego](#)
181. [**Immaculate Heart of Mary, Painted Post](#)
182. [**St. Anne, Palmyra](#)
183. [The Parish of St. Katharine Drexel, Palmyra](#)
184. [Holy Spirit, Webster](#)
185. [St. Joseph, Penfield](#)
186. [**St. Michael, Penn Yan](#)
187. [Our Lady of Lakes Catholic Community, Penn Yan](#)
188. [**Sacred Heart of Jesus, Perkinsville](#)
189. [**St. Francis, Phelps](#)
190. [Church of the Transfiguration, Pittsford](#)
191. [St. Louis, Pittsford](#)
192. [**St. Raphael, Piffard](#)
193. [**St. Patrick, Prattsburg](#)
194. [**St. Thomas the Apostle, Red Creek](#)
195. [**St. Lucy, Retsof](#)
196. [**St. Mary, Rexville](#)

197. [**St. Joseph, Rush](#)
198. [**St. Mary, Rushville](#)
199. [**St. Patrick, Savannah](#)
200. [**St. Bernard, Scipio Center](#)
201. [**St. Mary of the Assumption, Scottsville](#)
202. [**St. Patrick, Seneca Falls](#)
203. [**St. Dominic, Shortsville](#)
204. [**Epiphany, Sodus](#)
205. [**St. Rose of Lima, Sodus Point](#)
206. [St. John the Evangelist, Spencerport](#)
207. [**St. Theresa, Stanley](#)
208. [**St. James the Apostle, Trumansburg](#)
209. [**St. Michael's, Union Springs](#)
210. [**St. Pius the Tenth, Van Etten](#)
211. [St. Patrick, Victor](#)
212. [St. Francis and St. Clare, Waterloo](#)
213. [**St. Mary, Waterloo](#)
214. [St. Mary of the Lake, Watkins Glen](#)
215. [**St. James, Waverly](#)
216. [Holy Family Catholic Community, Wayland](#)
217. [**St. Joseph, Wayland](#)
218. [Holy Trinity, Webster](#)
219. [St. Paul, Webster](#)
220. [St. Rita, Webster](#)
221. [**St. John, Weedsport](#)
222. [**St. Joseph, Cato](#)
223. [Our Lady of the Snow, Weedsport](#)
224. [**St. Joseph, West Bloomfield](#)
225. [Catholic Community of Blessed Trinity, Wolcott](#)
226. [**St. Mary Magdalene, Wolcott](#)
227. [** Most Precious Blood Church](#)
228. [The Cathedral Community Church of Rochester](#)
229. [Southeast Rochester Catholic Community](#)

** Indicates a parish that is closed, has merged with another or is otherwise inactive at this time.

SCHEDULE H

Participating Parties

Other Entities

1. [Catholic Charities of the Diocese of Rochester, Inc.](#)
2. [Rochester Catholic Press Association, Inc. \("Catholic Courier"\)](#)
3. [Catholic Youth Organization of Catholic Charities of the Diocese of Rochester](#)
4. [Providence Housing Development Corporation](#)
5. [Camp Stella Maris of Livonia, N.Y.](#)
6. [St. Bernards School of Theology and Ministry](#)
7. [Villa of Hope \(f/k/a St. Joseph's Villa\)](#)
8. [De Paul Community Services \(f/k/a De Paul Mental Health Clinic\)](#)
9. [Becket Hall, Inc.](#)
10. [DePaul Adult Care Communities, Inc. \(formerly known as the DePaul Mental Health Services, Inc.\)](#)
11. [Bishop Sheen Ecumenical Housing Foundation, Inc.](#)
12. [Charles Settlement House, Inc.](#)
13. [The Corporate Board of Education, Diocese of Rochester](#)
14. [Genesee Settlement House](#)

Schools

1. [All Saints in Corning](#)
2. [Holy Family in Elmira](#)
3. [St. Joseph in Auburn](#)
4. [St. Francis/St. Stephen in Geneva](#)
5. [De Sales High School in Geneva](#)
6. [Northeastern Catholic Jr. High School](#)

EXHIBIT 4

Trust Agreement

TRUST AGREEMENT

DATED AS OF _____, 2025

**PURSUANT TO EIGHTH AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION FOR THE DIOCESE OF ROCHESTER**

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TRUST AGREEMENT

This Trust Agreement (this “**Trust Agreement**”), dated as of _____, 2025, and effective as of the Confirmation Date, is entered in accordance with the *Eighth Amended Joint Chapter 11 Plan of Reorganization for the Diocese of Rochester Dated March 14, 2025* (as it may be amended, modified, or supplemented, the “**Plan**”),¹ by The Diocese of Rochester (the “**Diocese**,” also known as the “**Debtor**” or the “**Settlor**,” in its capacity as settlor of the Trust), on the one hand, and Advisory Trust Group, LLC as trustee (together with any successor serving in such capacity, the “**Trustee**”) and the Trust Oversight Committee, if appointed, who are former members of the Official Committee of Unsecured Creditors (the “**Committee**”) (together with any successors serving in such capacity, the “**Oversight Committee**”), on the other hand;

RECITALS

(A) The Diocese has reorganized or will reorganize under the provisions of chapter 11 of the Bankruptcy Code in a case filed in the Bankruptcy Court, administered and known as *In re The Diocese of Rochester*, Case No. 19-20905 (Bankr. W.D.N.Y.) (the “**Chapter 11 Case**”).

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

(C) This Trust Agreement is deemed approved and effective by the Confirmation Order to implement the Plan and to create the Trust (the “**Trust**”) for the exclusive benefit of the holders of Abuse Claims.

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

(E) The Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter until fully funded by the Diocese in accordance with the Plan, the Trust Assets (as defined in Section 1.3) shall be transferred to and vested in the Trust free and clear of all liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or their affiliates, any creditor or any other entity, other than as provided in (i) the Channeling Injunction with respect to the Channeled Claims; (ii) Section 1.3 hereof; or (iii) the Insurance Settlement Agreements with respect to Channeled Claims and Barred Claims (each as defined in the Plan).²

¹ All capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Plan or in the Confirmation Order, as applicable, or, if not defined therein, as set forth in the Trust Allocation Protocol (as defined in Section 1.2 below).

² As provided in the Confirmation Order, The Continental Insurance Company is a Settling Insurer and the settlement agreement between the Diocese and Continental [Docket No. 3355-1] is an “Insurance Settlement Agreement” for purposes of the Plan and the Confirmation Order.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1.
AGREEMENT OF TRUST

Section 1.1 Creation and Name. Diocese as Settlor hereby creates a trust known as the “**Rochester Abuse Claim Trust**” which is the Trust provided for and referred to in the Plan. The Trustee may transact the business and affairs of the Trust in the name of the Rochester Abuse Claim Trust and references herein to the Trust shall include the Trustee acting on behalf of the Trust. The Confirmation Order, the Plan, and this Trust Agreement, including the Exhibits hereto, including the Trust Allocation Protocol and the Claim Litigation Protocol as defined in Section 1.2 (collectively, the “**Trust Documents**”), constitute the governing instruments of the Trust. The Trustee is hereby authorized to execute and file a Certificate of Trust with the New York Secretary of State.

Section 1.2 Purposes. The purposes of the Trust are: (i) to assume all liability for the Channeled Claims; (ii) to administer Abuse Claims; (iii) to make Distributions to holders of Abuse Claims, in accordance with the Trust Allocation Protocol attached hereto as **Exhibit 1** (the “**Trust Allocation Protocol**”); and (iv) to manage litigation of Abuse Claims, in accordance with the Claim Litigation Protocol attached hereto as Exhibit 2 (the “**Claim Litigation Protocol**”). In connection therewith, the Trust shall hold, manage, protect, and monetize the Trust Assets (as defined in Section 1.3 below) in accordance with the terms of the Trust Documents for the benefit of the Beneficiaries (as defined in Section 1.6(a) below). All Abuse Claims shall be resolved exclusively in accordance with the Trust Allocation Protocol and the Claim Litigation Protocol.

Section 1.3 Transfer of Assets. Pursuant to the Plan, the Diocese and the Participating Parties, and any Settling Insurers, shall pay all funds to the Trust by wire transfer or otherwise effectuate the transfers of assets required under the Plan. The Trust will receive and hold all right, title and interest in and to the funds transferred (the “**Aggregate Settlement Consideration**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the “**Trust Assets**”). The Trust Assets shall be transferred to the Trust free and clear of any liens, encumbrances, charges, claims, interests, or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other person or entity, other than as provided in the Channeling Injunction with respect to Channeled Claims and as provided in the Insurance Settlement Agreements with respect to Channeled Claims and Barred Claims. The Diocese or Reorganized Diocese shall execute and deliver such documents to the Trust as the Trustee reasonably requests to transfer and assign any assets comprising all or a portion of the Trust Assets to the Trust.

Section 1.4 Acceptance of Assets. In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Trust Assets, subject to the terms of the Trust Documents and the Plan Documents. The Trust shall succeed to all of the Diocese’s and Participating Parties’ respective rights, title, and interest, including all legal privileges, in the Trust Assets and neither the Diocese nor any other person or entity transferring

such will have any further equitable or legal interest in, or with respect to, the Trust, or the Trust Assets, including the Aggregate Settlement Consideration.

(b) Except as otherwise provided in the Plan, Confirmation Order or Trust Documents, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Channeled Claims that the Diocese or the Reorganized Diocese have or would have had under applicable law.

(c) No provision in the Trust Documents shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations (as defined in Section 8.4(a) below).

(d) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction, the Supplemental Settling Insurer Injunction, or other terms of the Plan or Confirmation Order.

(e) In the Trust Documents, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Receipt of Proceeds.

The proceeds of any recoveries from any litigation or claims of the Trust (including the Actions) will be deposited in the Trust’s accounts and become the property of the Trust as Trust Assets.

Section 1.6 Beneficiaries.

(a) The Trust is established for the benefit of the holders of Abuse Claims. (the “**Beneficiaries**”).

(b) The Beneficiaries shall be subject to the terms of this Trust Agreement and Trust Documents, including without limitation, the Trust Allocation Protocol and the Claim Litigation Protocol.

Section 1.7 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction with respect to the Trust; provided, however, the courts of the State of New York, including any federal court located therein, shall also have jurisdiction over the Trust only if and to the extent the Bankruptcy Court cannot exercise or properly abstains from exercising jurisdiction over the Trust.

Section 1.8 Privileged and confidential information.

The transfer or assignment of any information subject to an attorney-client or similar privilege to the Trustee shall not result in the destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any such privileges: (a) they are transferred to or contributed for the purpose of enabling the Trustee to perform his or her duties to administer the Trust and (b) they are vested solely in the Trustee and not in the Trust, or any other person,

committee or subcomponent of the Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Channeled Claim.

Section 1.9 *Relation-back election.*

Upon request of the Trustee, the Settlor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Trust as coming into existence as a settlement fund as of the earliest possible date.

Section 1.10 *Employer identification number.*

Upon or in anticipation of establishment of the Trust, the Trustee shall apply for an employer identification number for the Trust in accordance with Treasury Regulation Section 1.468B-2(k)(4).

Section 1.11 *Relationship to Plan.*

The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order and, therefore, this Trust Agreement incorporates the provisions of the Plan and the Confirmation Order (which may amend or supplement the Plan). To the extent that there is conflict between the provisions of the Trust Documents and the provisions of the Plan or the Confirmation Order, each document shall have controlling effect in the following order: (1) the Confirmation Order; (2) the Plan; (3) this Trust Agreement; and (4) the Trust Allocation Protocol and Claim Litigation Protocol.

ARTICLE 2.
POWERS AND TRUST ADMINISTRATION

Section 2.1 *Powers.*

(a) The Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a “qualified settlement fund” under Section 468B of the Tax Code and the regulations promulgated pursuant thereto. Further, the Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

(b) The Trustee is and shall act as the fiduciary to the Trust Assets in accordance with the provisions of the Trust Documents. The Trustee shall administer the Trust, the Trust Assets, and any other amounts to be received under the terms of the Trust Documents in accordance with the purposes set forth in Section 1.2 above and in the manner prescribed by the Trust Documents. Subject to the limitations set forth in the Trust Documents, the Trustee shall have the power to take any and all actions that in the judgment of the Trustee are necessary or advisable to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or

hereafter permitted under the laws of the State of New York. Nothing in the Trust Documents or any related document shall require the Trustee to take any action if the Trustee reasonably believes that such action is contrary to law. In addition to all powers enumerated in the Trust Documents, including, but not limited to, the Trustee's powers and authority in respect of the interpretation, application of definitions and rules of construction set forth in the Plan to the fullest extent set forth therein, from and after the Effective Date, the Trust shall succeed to all of the rights and standing of the Diocese with respect to the Trust Assets in its capacity as a trust administering assets for the benefit of the Beneficiaries.

(c) Except as required by applicable law or the Trust Documents, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Sections 2.1(a) and (b) above, and except as limited in the Trust Documents and by applicable law, the Trustee shall have the power to:

(i) supervise and administer the Trust in accordance with the Trust Documents, including the Trust Allocation Protocol and the Claim Litigation Protocol;

(ii) receive and hold the Trust Assets, and exercise all rights with respect thereto including the right to vote and sell any securities that are included in such funds;

(iii) invest the monies held from time to time by the Trust in accordance with Section 3.2;

(iv) sell, transfer, or exchange any or all of the Trust Assets at such prices and upon such terms as the Trustee may determine proper and consistent with the other terms of the Trust Documents;

(v) enter into leasing, financing, or other agreements with third parties, as determined by the Trustee, in his or her discretion, to be useful in carrying out the purposes of the Trust;

(vi) determine and pay liabilities and pay all fees and expenses incurred in administering the Trust, managing the Trust Assets, and making Distributions in accordance with the Trust Documents (the "**Trust Operating Expenses**");

(vii) establish accounts and reasonable reserves within the Trust, in her/his discretion, to be necessary, prudent, or useful in administering the Trust;

(viii) sue, be sued, and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding, however, nothing herein shall be deemed to either (a) affect, limit or expand any party's rights to sue or otherwise commence a case or proceeding against a trustee in a case under chapter 11 of the Bankruptcy Code or (b) allow any party asserting an Abuse Claim and/or Channeled Claim to commence any action against the Trustee or the Trust with respect to such claim;

(ix) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts, and agents and engage in such legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities as the Trust requires, which may be those formerly retained by the Committee, and delegate to such persons such powers and authorities as this Trust Agreement provides or the fiduciary duties of the Trustee permits and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(x) pay reasonable compensation and reimbursement of expenses to any of the Trust's employees, consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities as the Trust requires;

(xi) compensate the Oversight Committee members for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xii) compensate the Trust's professionals for services, costs and expenses incurred prior to the Effective Date in accordance with the terms of the Trust Documents;

(xiii) execute and deliver such instruments as the Trustee considers advisable or necessary in administering the Trust;

(xiv) timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Trust Assets and comply with all applicable tax reporting and withholding obligations;

(xv) require, in respect of any Distribution of Trust Assets, the timely receipt of properly executed documentation (including, without limitation, IRS Form W-9) as the Trustee determines in his or her discretion necessary or appropriate to comply with applicable tax laws;

(xvi) resolve all applicable lien resolution matters with respect to Beneficiaries that may be subject to liens arising pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) ("**MMSEA**") in accordance with the Plan; provided, however, that for claims where there is an open chapter 7 bankruptcy case, such lien resolution is subject to the approval of the chapter 7 bankruptcy trustee and applicable bankruptcy court; and provided further, however, that in such cases, the chapter 7 bankruptcy trustee shall have sole responsibility to seek court approval for such lien resolution;

(xvii) register as a responsible reporting entity ("**RRE**") and timely submit all reports under the reporting provisions of section 111 of the MMSEA as required under Section 4.6 below and the terms of the Plan;

(xviii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of the Trust Documents;

(xix) in accordance with Section 5.9 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.7(a) below) solely from the Trust Assets and to the fullest extent permitted by law;

(xx) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable investment advisors or investment managers without liability for any action taken or omission made because of any such delegation;

(xxi) delegate any or all of the authority conferred with respect to the protection, preservation, and monetization of the non-cash Trust Assets;

(xxii) initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Trust;

(xxiii) enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) or any attorney of any Beneficiary, upon such terms as the Trustee and such Beneficiary (or such Beneficiary's counsel or other authorized person) agree, in all cases in accordance with the Trust Allocation Protocol;

(xxiv) take any and all actions appropriate or necessary in order to carry out the terms of the Trust Documents;

(xxv) take any actions or make any payments required under the Insurance Settlement Agreements, including without limitation the payment of Indemnified Claims (as defined in the Plan); and

(xxvi) except as otherwise expressly provided in the Trust Documents, exercise any other powers now or hereafter conferred upon or permitted to be exercised by a trustee under the laws of the State of New York.

(e) The Trustee shall have the power to (i) authorize the commencement or continuation of a lawsuit by an Abuse Claimant against the Diocese and/or Participating Parties in accordance with the Claim Litigation Protocol (a "**Litigation Claim**"), and (ii) enter into any settlement that causes an Insurer to become a Settling Insurer (an "**Insurance Settlement**"), provided however, the powers set forth in this Section 2.1(e) shall in each case be subject to the provisions of the Trust Documents.

(f) The Trustee, in his or her sole discretion, may take all actions necessary or advisable for the enforcement of the non-monetary commitments of Diocese with respect to child protection as set forth in the Plan and Confirmation Order.

(g) The Trustee shall consult with the Oversight Committee on the matters set forth in in the Trust Documents.

Section 2.2 Limitations on the Trustee and Oversight Committee.

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

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

(b) Insurance Settlements.

The Trustee may effectuate proposed Insurance Settlements without Bankruptcy Court approval. Notwithstanding the foregoing, if an Oversight Committee member dissents from approval of the proposed Insurance Settlement and wants the Trustee to seek Bankruptcy Court approval of the proposed settlement, such settlement shall be conditioned on the Bankruptcy Court finding that the proposed settlement is in the best interest of the Trust.

Section 2.3 General Administration. The Trustee shall act in accordance with the Trust Documents. The Trustee shall establish the location of the principal office of the Trust and may change the location of the principal office or establish other offices at other locations in his or her discretion.

Section 2.4 Accounting.

The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year, except that the first fiscal year shall run from the Confirmation Date to December 31. The Trustee shall maintain the books and records relating to the Trust Assets and income and the payment of Trust Operating Expenses and other liabilities of the Trust. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be such as to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Trust, including, without limitation, the assets and liabilities of the Trust as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the

“**Annual Report**”); provided however, that the Trustee shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of Trust liabilities.

Section 2.5 *Financial Reporting.*

(a) Within one hundred twenty (120) days following the end of each calendar year, for as long as the Chapter 11 Case is open, the Trustee shall file with the Bankruptcy Court the Annual Report.

(b) All materials filed with the Bankruptcy Court pursuant to this Section 2.5 need not be served on any parties in the Chapter 11 Case.

Section 2.6 *Names and addresses.*

The Trustee shall keep a register (the “**Register**”) in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries and the awards made to the Beneficiaries pursuant to the Trust Documents. The Trustee may rely upon this Register for the purposes of delivering Distributions or notices. In preparing and maintaining this Register, the Trustee may rely on the name and address of each Abuse Claimant as set forth in a proof of claim filed by such holder, or proper notice of a name or address change, which has been delivered by such Abuse Claimant to the Trustee. The Trustee may deliver Distributions and notices to counsel for any Abuse Claimant identified in such Beneficiary’s proof of claim or proper notice of a name or address change.

Section 2.7 *Transfers of the Trust Assets.*

To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or part, shall be subject to any legal or equitable claims of creditors of any Beneficiary or others, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or other competent court of jurisdiction.

ARTICLE 3.
ACCOUNTS, INVESTMENTS, EXPENSES

Section 3.1 *Accounts.*

(a) The Trustee shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust, including at the Trustee’s discretion a disputed claims trust reserve, with one or more financial depository institutions (each a “**Financial Institution**”).

(b) The Trustee, at his or her discretion, may replace any retained Financial Institution with a successor Financial Institution at any time.

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts, including a disputed claim trust reserve, as authorized in this Section 3.1 and as he or she may deem necessary, prudent, or useful in order to provide for

Distributions to the Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” or a “disputed ownership fund” within the meaning of the Internal Revenue Code (“**IRC**”) or Treasury Regulations.

Section 3.2 Investment Guidelines.

(a) The Trustee may invest the Trust Assets and monetize such non-liquid assets in accordance with the Trust Documents. This Section 3.2(b) is intended to modify the application to the Trust of the “prudent person” rule, “prudent investor” rule, and any other rule of law that would require the Trustee to diversify the Trust Assets.

Section 3.3 Payment of Trust Operating Expenses. All Trust Operating Expenses shall be payable out of the Trust Assets. None of the Trustee, the Oversight Committee, the Beneficiaries nor any of their officers, agents, advisors, professionals, or employees shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust.

ARTICLE 4.
CLAIMS ADMINISTRATION AND DISTRIBUTIONS

Section 4.1 Claims Administration and Distributions. The Trust shall fairly and reasonably compensate Abuse Claims and shall pay up to the full value of such claims, solely in accordance with the Trust Documents, including the Trust Allocation Protocol and the Claim Litigation Protocol.

Section 4.2 Manner of Payment. Distributions from the Trust to the Beneficiaries may be made by the Trustee on behalf of the Trust or by a disbursing agent retained by the Trust to make Distributions on behalf of the Trust.

Section 4.3 Delivery of Distributions.

(a) Distributions shall be payable to the Beneficiary (or to counsel for the Beneficiary) on the date approved for Distribution by the Trustee (the “**Distribution Date**”) in accordance with the terms of the Trust Documents, including the Trust Allocation Protocol and Claim Litigation Protocol. With respect to each Abuse Claim approved for payment, Distributions shall be made only after all conditions to the Distribution with respect to each such Abuse Claim have been satisfied. In the event that any Distribution to a Beneficiary is returned as undeliverable, no further Distribution to such Beneficiary shall be made unless and until the Trustee has been notified of the then current address of such Beneficiary, at which time such Distribution shall be made to such Beneficiary without interest; provided however, that all Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the applicable Distribution Date, subject to extension for good cause shown. After such date, (i) all unclaimed Distributions shall revert to the Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Abuse

Claim of such Beneficiary shall be released, settled, compromised, and forever barred as against the Trust, and (iii) all unclaimed property interests shall be distributed to other Beneficiaries in accordance with the Trust Documents, as if the Abuse Claim of such Beneficiary had been disallowed as of the date the undeliverable Distribution was first made. The Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any Distribution is returned as undeliverable.

(b) In the event the Trust holds cash after paying all Trust Operating Expenses and making all Distributions contemplated under the Trust Documents, such remaining cash shall be distributed to a nationally recognized charitable organization of the Trustee's choice to the extent economically feasible, which charitable organization shall be independent of the Trustee and, to the extent possible, shall have a charitable purpose consistent with the protection of children from sexual abuse or its ramifications. No Trust Asset or any unclaimed property shall escheat to any federal, state, or local government or any other entity.

(c) Notwithstanding any provision in the Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim if the Trustee determines that the costs of making such Distribution is greater than the amount of the Distribution to be made.

(d) (i) To receive a monetary Distribution from the Trust, a Beneficiary must provide the Trustee with a completed and executed general contractual release in the form set forth in Exhibit 2 to the Plan Supplement (as it may be hereinafter amended or modified with the written consent of the Diocese, the Settling Insurers, and the Official Committee of Unsecured Creditors (or, upon its dissolution, the Trustee), the "**Consenting Class 4 Claim Release Agreement**"). Upon the written request of the Diocese, a Participating Party, or a Settling Insurer, the Trustee shall provide to such requesting party copies of the Consenting Class 4 Claim Release Agreements executed by the Beneficiaries.

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

- a. First, the Trustee shall fund the Settling Insurer Indemnification Reserve with \$51,300,000 from the aggregate Insurance Settlement Amount.
- b. Thereafter, the Trustee may release to the general funds of the Trust from the Settling Insurer Indemnification Reserve \$100,000.00 for every Abuse Claimant who **either** (i) returns to the Trust a Consenting Class 4 Claim Release Agreement executed by such Abuse Claimant **or** (ii) is deemed to be a Non-Communicative Abuse Claimant (as defined below). All such funds released from the Settling Insurer Indemnification Reserve pursuant to this Section 4.3 shall be transferred for the general use of the Trust and made available for distributions to Abuse Claimants or other expenses of the Trust in accordance with the Trust Documents. A "**Non-Communicative Abuse Claimant**" means an

Abuse Claimant who has not responded to any Trustee communication within one year of the Effective Date.

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

(iii) No less frequently than quarterly, the Trustee shall provide a report to the Settling Insurers identifying the Abuse Claimants that are deemed to be Non-Communicative Abuse Claimants and those Abuse Claimants that have signed the Consenting Class 4 Claim Release Agreement. The Trustee or his professionals will make themselves reasonably available to the Settling Insurers to address questions regarding the reporting provided to the Settling Insurers.

For the avoidance of doubt, nothing in this Section 4.3(d) shall limit Section 8.15 of the Plan (Indemnification by Trust), and the obligations set forth therein shall survive the exhaustion or depletion of the Settling Insurer Indemnification Reserve. Furthermore, the reserve amounts specified in this Section 4.3(d) are in addition to, and do not include, the reserves that otherwise must be established pursuant to the Plan or Trust Documents, including, but not limited to, Section 4.4 below.

Section 4.4 Medicare Reimbursement and Reporting Obligations.

(a) The Trust shall register as a Responsible Reporting Entity (“**RRE**”) under the reporting provisions of section 111 of MMSEA (as defined in the Plan); provided that this shall apply only to Channeled Claims that occurred after December 5, 1980.

(b) The Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Trust and shall maintain sufficient funds to pay any Medicare Claims (as defined in the Plan). The Trust, in its capacity as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “**CMS**”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) Before remitting funds to Claimants’ counsel, or to the Claimant if such Claimant is acting *pro se*, in respect of any Channeled Claim, the Trustee shall obtain (i) a certification from said Claimant (or such Claimant’s authorized decedent’s estate representative) that said Claimant has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Channeled Claim and (ii) that the Claimant indemnifies the Trust for any such obligations.

ARTICLE 5. TRUSTEE

Section 5.1 Initial Trustee. The initial Trustee shall be Advisory Trust Group, LLC.

Section 5.2 Term of Service, Successor Trustee.

(a) The Trustee shall serve from the Effective Date until the earliest of the (i) termination of the Trust pursuant to Section 6.2 below, and (ii) the Trustee's (x) death or dissolution, (y) resignation pursuant to Section 5.2(b) below, and (z) removal pursuant to Section 5.2(c) below.

(b) The Trustee may resign at any time upon written notice to the Oversight Committee and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by consent of (i) at least two-thirds (2/3) majority of the Oversight Committee or (ii) an order from the Bankruptcy Court, in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, dissolution, or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder. For the avoidance of doubt, any removal of the Trustee pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Appointment of Successor Trustee.

(a) In the event of any vacancy in the office of the Trustee, including the death, resignation, dissolution, termination, or removal of any successor Trustee, such vacancy shall be filled by the Oversight Committee as set forth herein. The Oversight Committee will nominate an individual to serve as successor Trustee. If the majority of the Oversight Committee then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee.

(b) Immediately upon the appointment of any successor Trustee pursuant to Section 5.3(a) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) termination of the Trust pursuant to Section 6.2 below, and (ii) the Trustee's (x) death or dissolution, (y) resignation pursuant to Section 5.2(b), and (z) removal pursuant to Section 5.2(c).

Section 5.4 Trustee Meetings.

(a) **Regular Meeting.** The Trustee shall hold regular meetings with the Oversight Committee not less than quarterly, which may be held at such times and at such places as may be determined from time to time by the Trustee, including remotely.

(b) **Special Meetings.** Special meetings of the Trustee with the Oversight Committee may be called by the Trustee by giving written notice to the Oversight Committee not less than one (1) business day prior to the date of the meeting. Any such notice shall include the time, place, and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail, or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference.** The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 5.4(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice.** Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trustee meeting need be specified in any waiver of notice.

Section 5.5 Compensation and Expenses of Trustee. The Trustee shall receive compensation from the Trust for the Trustee's services as Trustee. The initial amount of the Trustee's compensation shall be \$10,000 each month and shall be adjusted annually thereafter as reasonably determined by the majority of the Oversight Committee. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out the Trustee's duties as Trustee in accordance with reasonable policies and procedures as may be adopted from time to time, including in connection

with attending meetings of the Trustee. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report.

Section 5.6 *Trustee's Independence.*

(a) The Trustee shall not, during his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for Reorganized Diocese or its affiliated persons, or any Non-Settling Insurer. The Trustee shall not act as an attorney for, or otherwise represent, any Person who holds a claim in the Chapter 11 Case.

(b) The Trustee shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Trust and the Trustee, with respect to the affairs of the Trust, shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust or the Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.7 *Standard of Care; Exculpation.*

(a) As used herein, the term “**Trust Indemnified Party**” shall mean the Trustee, the Abuse Claims Reviewer, the Oversight Committee, and each of their respective members, officers, employees, agents, consultants, lawyers, advisors or professionals (collectively, the “**Trust Indemnified Parties**”).

(b) No Trust Indemnified Party shall be liable to the Trust, any other Trust Indemnified Party, any Beneficiary or any other Person for any damages arising out of the creation, operation, administration, enforcement or termination of the Trust, except in the case of such Trust Indemnified Party's willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction. To the fullest extent permitted by applicable law, the Trust Indemnified Parties shall have no liability for any action in performance of their duties under this Trust Agreement taken in good faith with or without the advice of counsel, accountants, appraisers and other professionals retained by the Trust Indemnified Parties. None of the provisions of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their respective rights and powers. Any Trust Indemnified Party may rely, without inquiry, upon writings delivered to it under any of the Trust Documents, which the Trust Indemnified Party reasonably believes to be genuine and to have been given by a proper person. Notwithstanding the foregoing, nothing in this Section 5.7 shall relieve the Trust Indemnified Parties from any liability for any actions or omissions arising out of willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction; provided that in no event will any such person be liable for punitive, exemplary, consequential or special damages under any circumstances. Any action taken or omitted by the Trust Indemnified Parties with the

approval of the Bankruptcy Court, or any other court of competent jurisdiction, will conclusively be deemed not to constitute willful misconduct, bad faith, or fraud.

(c) The Trust Indemnified Parties shall not be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any Person in connection with the affairs of the Trust or for any liabilities or obligations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud, and all Persons claiming against the Trust Indemnified Parties, or otherwise asserting claims of any nature in connection with affairs of the Trust, shall look solely to the Trust Assets for satisfaction of any such claims.

(d) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Trust or the Beneficiaries, it is hereby understood and agreed by the parties hereto and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties, provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.7 and its subparts.

(e) The Trust Indemnified Parties shall be indemnified to the fullest extent permitted by law by the Trust against all liabilities arising out of the creation, operation, administration, enforcement, or termination of the Trust, including actions taken or omitted in fulfillment of their duties with respect to the Trust, except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(f) The Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

Section 5.8 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.8.

(b) In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor to any Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction.

(d) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties, and powers hereunder.

(e) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants, and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

Section 5.9 Indemnification.

(a) Without the need for further court approval, the Trust hereby indemnifies, holds harmless, and defends the Trust Indemnified Parties in the performance of their duties hereunder to the fullest extent that a trust, including a statutory trust organized under the laws of the State of New York, is entitled to indemnify, hold harmless, and defend such persons against any and all liabilities, expenses, claims, damages or losses (including attorneys' fees and costs) incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to or after the Effective Date in connection with the formation, establishment, funding, or operations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(b) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit, or proceeding, whether civil, administrative, or arbitative, from which they are 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 the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by final order of the Bankruptcy Court that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(c) The Trustee may purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons, or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

Section 5.10 Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

ARTICLE 6.

DURATION OF TRUST

Section 6.1 Duration. Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

Section 6.2 Dissolution/Termination of Trust. The Trust shall be dissolved at such time as (i) all of the Trust Assets have been distributed pursuant to the Plan and this Agreement, (ii) the Trustee determines that the administration of any remaining Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Trustee under the Plan and this Agreement have been made; provided, however, that in no event shall the Trust be dissolved later than seven (7) years from the Effective Date unless a court of competent jurisdiction determines that a fixed period extension is necessary to facilitate or complete the recovery and liquidation of the Trust Assets. If at any time the Trustee determines, in reliance upon such professionals as the Trustee may retain, that the expense of continued administration of the Trust is likely to exceed the value of the remaining Trust Assets, the Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Trust, (ii) disburse any remaining cash for disposition under the Plan, and (iii) donate any remaining assets to a charitable organization (A) described in section 501(c)(3) of the Tax Code, (B) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (C) not a “private

foundation” as defined in section 509(a) of the Tax Code, and (D) that is unrelated to the Debtors, the Trust, and any insider of the Trustee, and (iii) dissolve the Trust.

Section 6.3 *No Termination by Beneficiaries.* The Trust may not be terminated at any time by the Beneficiaries.

Section 6.4 *Continuance of Trust for Winding Up; Discharge and Release of Trustee.* After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until his responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Oversight Committee members, the Trustee, and the Trust’s professionals and agents shall be deemed discharged under this Agreement and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court may enter an order relieving the Oversight Committee members and the Trustee, his employees, and the Trust’s professionals and agents of any further duties, discharging and releasing the Trustee from all liability related to the Trust, and releasing the Trustee’s bond, if any.

ARTICLE 7.

OVERSIGHT COMMITTEE

Section 7.1 *Appointment, Composition, and Governance of Oversight Committee.* The Oversight Committee shall consist of at least three members, who are: selected from the members of the Committee or their designees. The Oversight Committee may, by majority vote, appoint such additional members to the Oversight Committee as they see fit.

Section 7.2 *Rights and Duties of Oversight Committee; Corresponding Limitations on Trustee’s Actions.* The rights and duties of the Oversight Committee shall be those set forth in this Agreement. The Trustee shall limit its actions on behalf of the Trust in accordance with the limits established by those provisions.

Section 7.3 *Approval and Authorization on Negative Notice.* The Trustee may obtain approval or authorization required with respect to any matter in which the amount of up to \$250,000 is in dispute under the Plan or this Agreement from the Oversight Committee on seven (7) business days’ negative notice. The Trustee may obtain approval or authorization required with respect to any matter in which the amount of more than \$250,000 is in dispute under the Plan or this Agreement from the Oversight Committee by an affirmative vote of two-thirds of the Oversight Committee. The Trustee may make requests on behalf of the Trust for approval or authorization by the Oversight Committee in writing, which may be made in the form of an e-mail. In the event any Oversight Committee member objects to the Trustee’s request, the Trustee shall consult with

the members of the Oversight Committee about how to proceed. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section or this Article.

Section 7.4 Reimbursement of Oversight Committee Expenses. The Trustee shall pay from the Trust Assets all reasonable costs and expenses of the Oversight Committee.

Section 7.5 Oversight Committee Member's Conflicts of Interest. The Oversight Committee members shall disclose any actual or potential conflicts of interest that such member has with respect to any matter arising during administration of the Trust to the other Oversight Committee members and the Trustee and such member shall be recused from voting on any matter on which such member has an actual or potential conflict of interest.

Section 7.6 Resignation and Replacement of Oversight Committee Member. A member of the Oversight Committee may resign at any time on notice (including e-mailed notice) to the other Oversight Committee members and the Trustee. The resignation shall be effective on the later of (i) the date specified in the notice delivered to the other Oversight Committee members and the Trustee or (ii) the date that is thirty (30) days after the date such notice is delivered. In the event of the resignation, death, incapacity, or removal of a member of the Oversight Committee, the Trustee may nominate and the remaining members of Oversight Committee may approve, by a majority vote, a replacement member of the Oversight Committee.

Section 7.7 Absence of Oversight Committee. In the event that the members of the Committee do not appoint an Oversight Committee, an Oversight Committee is not yet formed, no one is willing to serve on the Oversight Committee, or there shall have been no Oversight Committee members for a period of thirty (30) consecutive days, then the Trustee may, during such vacancy and thereafter, ignore any reference in this Agreement to an Oversight Committee, and all references to the Oversight Committee's rights and responsibilities in this Agreement will be null and void.

ARTICLE 8.

GENERAL PROVISIONS

Section 8.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable. The Settlor shall not (i) retain any ownership or residual interest whatsoever with respect to any Trust Assets, including, but not limited to, the funds transferred to fund the Trust, and (ii) have any rights or role with respect to the management or operation of the Trust, or the Trustee's administration of the Trust.

Section 8.2 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the following provisions.

(b) The Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Trust because (i) all reasonably expected assets have been collected by the Trust, (ii) all

Distributions have been made to the extent set forth in the Trust Allocation Protocol and the Claim Litigation Protocol, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses in a manner consistent with the Trust Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the “*Dissolution Date*”).

(c) Following the dissolution and Distribution of the Trust Assets, the Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) After termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until its duties hereunder have been fully performed. The Trustee shall retain the books, records, documents, and files that shall have been delivered to or created by the Trustee until Distribution of all the Trust Assets. For purposes of this provision, Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000 and no further actions are pending or have yet to be brought. At the Trustee’s discretion, all of such books, records, documents, and files may be destroyed at any time following the later of: (i) the first anniversary of the final Distribution of the Trust Assets, and (ii) the date until which the Trustee is required by applicable law to retain such books, records, documents, and files; provided, however, that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents, or files relating to the Trust without giving the Diocese the opportunity to take control of such books, records, documents, and/or files.

(e) Upon termination of the Trust and accomplishment of all activities described in this agreement, the Trustee and its professionals shall be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his agents or representatives). The Trustee may, at the expense of the Trust, seek an Order of the Bankruptcy Court confirming the discharges, exculpations and exoneration referenced in the preceding sentence.

Section 8.3 *Outgoing Trustee Obligations.*

In the event of the resignation or removal of the Trustee, the resigning or removed Trustee shall:

(a) execute and deliver by the effective date of resignation or removal such documents, instruments, records, and other writings as may be reasonably requested by the successor Trustee to effect such resignation or removal and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

(b) deliver to the successor Trustee all documents, instruments, records, and other writings relating to the Trust Assets as may be in the possession or under the control of the resigning or removed Trustee;

(c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee; and

(d) irrevocably appoint the successor Trustee (and any interim trustee) as its attorney-in-fact and agent with full power of substitution for it and its name, place, and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Trust Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment. The Bankruptcy Court also may enter such orders as are necessary to effect the termination of the appointment of the Trustee and the appointment of the successor Trustee.

Section 8.4 Taxes.

(a) The Trust is intended to qualify as a "qualified settlement fund" within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the IRC, as amended (the "**QSF Regulations**"), with respect to which the Diocese shall timely make an election to treat the Trust as a "grantor trust" for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local income tax purposes.

(b) The Trustee shall be the "administrator" of the Trust within the meaning of section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust out of the Trust Assets, which assets may be sold by the Trustee to the extent necessary to satisfy tax liabilities of the Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund and a grantor trust, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund and a grantor trust within the meaning of the QSF Regulations. The Trustee may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust for all taxable periods through the Dissolution Date.

(c) As soon as reasonably practicable after the Effective Date, but in no event later than one hundred twenty (120) days thereafter, the Trust shall make a good faith valuation of the Trust Assets and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. In connection with the preparation of the valuation contemplated hereby, the Trust shall be entitled to retain such professionals and advisors as the Trustee shall determine to be appropriate or necessary, and the Trustee shall take such other actions in connection therewith as he or she determines to be appropriate or necessary.

(d) The Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state, or local

tax law with respect to any payment or Distribution. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed or paid for all purposes of this Trust Agreement. The Trustee shall be authorized to collect such tax information (including tax identification numbers) as in his or her sole discretion is deemed necessary to effectuate the Plan, the Confirmation Order and this Trust Agreement. In order to receive Distributions, all Beneficiaries shall be required to provide tax information to the Trustee to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Trustee for these purposes. The Trustee may refuse to make a payment or Distribution unless or until such information is delivered; provided however, that, upon the delivery of such information, the Trustee shall make such delayed payment or Distribution, without interest. Notwithstanding the foregoing, if a person fails to furnish any tax information reasonably requested by the Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Trust. In no event shall any escheat to any federal, state, or local government or any other entity.

Section 8.5 Modification.

(a) Material modifications to this Trust Agreement, including Exhibits hereto, may be made only with the consent of the Trustee and the majority of the Oversight Committee and subject to the approval of the Bankruptcy Court; provided, however, that the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice on the Bankruptcy Court docket, to make minor corrective or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement, provided such minor corrective or clarifying amendments shall not take effect until ten (10) days after notice to on the Bankruptcy Court docket, subject to any objection by a Beneficiary. Except as permitted pursuant to the preceding sentence, the Trustee shall not modify this Trust Agreement in any manner that is inconsistent with the Plan or the Confirmation Order without the approval of the Bankruptcy Court. The Trustee shall file notice of any modification of this Trust Agreement with the Bankruptcy Court.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) the applicability of section 105 of the Bankruptcy Code to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction, the Settling Insurer Injunctions, or any other benefit, injunction, or release issued or granted in connection with the Insurance Settlement Agreements, the Sale Order(s), Plan, and Confirmation Order, or (iii) the Trust's qualified settlement fund status and grantor trust status under the QSF Regulations.

(c) For the avoidance of doubt, neither the Trust Agreement nor any document related thereto may be amended or modified without the prior written consent of the Diocese, the Participating Parties, or Settling Insurers, as applicable, to the extent that such amendment or modification is (i) inconsistent with the Plan or Insurance Settlement Agreements, (ii) adds any obligation or imposes any duty on the Diocese, the Participating Parties, or Settling Insurers, (iii)

changes or modifies the amount or operation of the Settling Insurer Indemnification Reserve, or (iv) adversely affects the Diocese, the Participating Parties, or Settling Insurers.

Section 8.6 Severability. If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 8.7 Notices. Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

Trust Advisory Group LLC
Robert Michaelson
Brad Boe
10645 N. Oracle Road
Suite 121-371
Oro Valley, AZ 85737
Tel: (646) 493-7895
Email: bob.michaelson@advisorytgllc.com
brad.boe@advisorytgllc.com

with a copy (which shall not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP
Ilan D. Scharf, Esq.
Karen B. Dine, Esq.
1700 Broadway, 36th Floor
New York, New York 10019
Tel: (212) 561-7700
Email: ischarf@pszjlaw.com
kdine@pszjlaw.com

All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 8.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the Oversight Committee, and their respective successors and assigns, except that none of such persons may assign or otherwise

transfer any of its, or their, rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above.

Section 8.9 *Limitation on Transferability; Beneficiaries' Interests.* The Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge, or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of any Trustee, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on Distributions; and (g) give rise to any rights to seek a partition or division of the Trust Assets. Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, the Beneficiaries shall have an undivided beneficial interest only in cash assets of but only to the extent such cash assets are declared by the Trustee to be distributable as Distributions in accordance with the Trust Documents. For the avoidance of doubt, the Beneficiaries shall have only such rights as expressly set forth in the Trust Documents.

Section 8.10 *Exemption from Registration.*

The Parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the Trust will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

Section 8.11 *Entire Agreement; No Waiver.*

The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 8.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 8.13 Governing Law.

This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of New York law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of property, (d) fees or other sums payable to trustees, officers, agents, or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Oversight Committee set forth or referenced in this Trust Agreement.

Section 8.14 Settlor's Representative.

Pursuant to the Trust Documents, the Reorganized Diocese is hereby irrevocably designated as the “**Settlor's Representative**” and is hereby authorized to take any action consistent with Reorganized Diocese's obligations under the Trust Documents that is reasonably requested of the Settlor by the Trustee pursuant to the Trust Documents. Pursuant to the Trust Documents, the Settlor's Representative shall cooperate with the Trustee and the Trust's officers, employees, and professionals in connection with the Trust's administration of the Aggregate Settlement Consideration, including, but not limited to, providing the Trustee or his or her officers, employees, and professionals, upon written request (including e-mail), reasonable access to information related to the Aggregate Settlement Consideration, including, without limitation, delivery of documents in the possession of, or witnesses under the control of, Reorganized Diocese to the extent that the Trustee could obtain the same by subpoena, notice of deposition, or other permissible discovery request, without the need for a formal discovery request.

Section 8.15 Independent Legal and Tax Counsel.

All parties to this Trust Agreement have been represented by counsel and advisors of their own selection in this matter. Consequently, the parties agree that the language in all parts of this Trust Agreement shall in all cases be construed as a whole according to its fair meaning and shall not be construed either strictly for or against any party. It is specifically acknowledged and

understood that this Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America.

Section 8.16 Waiver of Jury Trial.

Each party hereto and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement.

Section 8.17 Effectiveness.

This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

Section 8.18 Counterpart Signatures.

This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

SETTLOR:

The Diocese of Rochester

By: _____

TRUSTEE:

Advisory Trust Group, LLC

By: _____

EXHIBIT 1
TRUST ALLOCATION PROTOCOL

EXHIBIT 2
CLAIM LITIGATION PROTOCOL

ARTICLE 1. PROCEDURE FOR LITIGATION

Section 1.1 Abuse Claims Covered by Non-Settling Insurers

Attached as Exhibit ___ is a non-exclusive list of Abuse Claims and the Non-Settling Insurers who may have coverage obligations with respect thereto.

Section 1.2 Notice of Interest in Litigation.

Abuse Claimants who believe their claim is covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurer, notwithstanding whether the claim is identified on Exhibit ___ hereto, must submit to the Trustee written notice (“**Litigation Election Claimants**”) of their election to move forward with litigation against the Diocese and/or Protected Parties, under the limitations and provisions of the Plan, by the Submission Deadline. To avoid doubt, all Abuse Claimants may pursue litigation against Co-Defendants without restriction by or notice to the Trustee.

Section 1.3 Designation as Litigation Claimant.

The Trustee, in consultation with the Diocese, will confirm which Litigation Election Claimants allege Sexual Abuse covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurer (“**Litigation Claimants**”). The Trustee shall give written notice to all Litigation Election Claimants whether their claims are covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurer. Litigation Election Claimants may appeal the Trustee’s determination to the Bankruptcy Court.

Section 1.4 Litigation Authorization.

The Trustee may authorize Litigation Claimants, at such Litigation Claimants’ expense, to pursue their Claims in any court of competent jurisdiction, only to determine any liability that the Diocese and/or any Protected Party may have regarding an Abuse Claim and the amount of that liability, provided, however, that Litigation Claimants, pursuant and subject to the Plan may seek recovery from a Non-Settling Insurer. Within sixty (60) days of the Submission Deadline, the Trustee shall, in consultation with the Advisory Committee, prepare a six-month schedule of the claims authorized to begin litigation and provide notice of such schedule to all Litigation Claimants (“**Notice of Litigation Schedule**”). The Trustee shall prioritize claims with the highest valuations according to the Committee’s valuation expert, but may consider additional factors such as age of Litigation Claimant and legal merits of Litigation Claimant’s case.

Section 1.5 Just Cause for Expedition of Litigation.

Litigation Claimants may, within 10 business days for receipt of the Notice of Litigation Schedule, submit a written statement to the Trustee explaining any specific cause requiring earlier authorization of their claims for pursuit of litigation. The Trustee, in consultation with the Advisory Committee, shall review such statements and, if needed, provide an amended Notice of

Litigation Schedule to all Litigation Claimants. If the Trustee does not schedule a Litigation Claimant to pursue his or her litigation on the Notice of Litigation Schedule, the Litigation Claimant may request mediation with the Trustee. If the mediation is unsuccessful, the Litigation Claimant may appeal to the Bankruptcy Court for just cause to be authorized to pursue his or her claim against the Diocese and/or Protected Party.

Section 1.6 *Litigation Claims Remain Subject to Plan.*

Litigation Claimants remain subject to the terms of the Plan notwithstanding anything to the contrary herein.

Section 1.7 *Withdrawal of Litigation Election.*

A Litigation Claimant may withdraw his or her election to be a Litigation Claimant at any time by written notice to the Trustee and the Reorganized Diocese. Upon providing such notice, the Litigation Claimant's determination not to proceed as a Litigation Claimant shall be irrevocable.

* * *

EXHIBIT 4A

Trust Agreement Redline

TRUST AGREEMENT

DATED AS OF _____, 2025

**PURSUANT TO EIGHTH AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION FOR THE DIOCESE OF ROCHESTER**

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TRUST AGREEMENT

This Trust Agreement (this “**Trust Agreement**”), dated as of _____, 2025, and effective as of the Confirmation Date, is entered in accordance with the *Eighth Amended Joint Chapter 11 Plan of Reorganization for the Diocese of Rochester Dated March 14, 2025* (as it may be amended, modified, or supplemented, the “**Plan**”),¹ by The Diocese of Rochester (the “**Diocese**,” also known as the “**Debtor**” or the “**Settlor**,” in its capacity as settlor of the Trust), on the one hand, and Advisory Trust Group, LLC as trustee (together with any successor serving in such capacity, the “**Trustee**”) and the Trust Oversight Committee, if appointed, who are former members of the Official Committee of Unsecured Creditors (the “**Committee**”) (together with any successors serving in such capacity, the “**Oversight Committee**”), on the other hand;

RECITALS

(A) The Diocese has reorganized or will reorganize under the provisions of chapter 11 of the Bankruptcy Code in a case filed in the Bankruptcy Court, administered and known as *In re The Diocese of Rochester*, Case No. 19-20905 (Bankr. W.D.N.Y.) (the “**Chapter 11 Case**”).

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

(C) This Trust Agreement is deemed ~~executed~~approved and effective by the Confirmation Order to implement the Plan and to create the Trust (the “**Trust**”) for the exclusive benefit of the holders of Abuse Claims.

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

(E) The Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter until fully funded by the Diocese in accordance with the Plan, the Trust Assets (as defined in Section 1.3) shall be transferred to and vested in the Trust free and clear of all liens, encumbrances, charges, claims, interests or other liabilities of any kind of the Debtor or their affiliates, any creditor or any other entity, other than as provided in (i) the Channeling Injunction with respect to the Channeled Claims~~and as provided in;~~ (ii) Section 1.3- hereof; or (iii) the Insurance Settlement Agreements with respect to Channeled Claims and Barred Claims (each as defined in the Plan).²

¹ All capitalized terms used but not otherwise defined herein shall have their respective meanings as set forth in the Plan or in the Confirmation Order, as applicable, or, if not defined therein, as set forth in the Trust Allocation Protocol (as defined in Section 1.2 below).

² As provided in the Confirmation Order, The Continental Insurance Company is a Settling Insurer and the settlement agreement between the Diocese and Continental [Docket No. 3355-1] is an “Insurance Settlement Agreement” for purposes of the Plan and the Confirmation Order.

| *[Link-to-previous setting changed from on in original to off in modified.]*.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. AGREEMENT OF TRUST

Section 1.1 Creation and Name. Diocese as Settlor hereby creates a trust known as the “**Rochester Abuse Claim Trust**” which is the Trust provided for and referred to in the Plan. The Trustee may transact the business and affairs of the Trust in the name of the Rochester Abuse Claim Trust and references herein to the Trust shall include the Trustee acting on behalf of the Trust. The Confirmation Order, the Plan, and this Trust Agreement, including the Exhibits hereto, including the Trust Allocation Protocol and the Claim Litigation Protocol as defined in Section 1.2, (collectively, the “**Trust Documents**”), constitute the governing instruments of the Trust. The Trustee is hereby authorized to execute and file a Certificate of Trust with the New York Secretary of State.

Section 1.2 Purposes. The purposes of the Trust are: (i) to assume all liability for the Channeled Claims; (ii) to administer Abuse Claims; (iii) to make Distributions to holders of Abuse Claims, in accordance with the Trust Allocation Protocol attached hereto as **Exhibit 1** (the “**Trust Allocation Protocol**”); and (iv) to manage litigation of Abuse Claims, in accordance with the Claim Litigation Protocol attached hereto as Exhibit 2 (the “**Claim Litigation Protocol**”). In connection therewith, the Trust shall hold, manage, protect, and monetize the Trust Assets (as defined in Section 1.3 below) in accordance with the terms of the Trust Documents for the benefit of the Beneficiaries (as defined in Section 1.6(a) below). All Abuse Claims shall be resolved exclusively in accordance with the Trust Allocation Protocol and the Claim Litigation Protocol.

Section 1.3 Transfer of Assets. Pursuant to the Plan, the Diocese and the Participating Parties, and any Settling Insurers, shall pay all funds to the Trust by wire transfer or otherwise effectuate the transfers of assets required under the Plan. The Trust will receive and hold all right, title and interest in and to the funds transferred (the “**Aggregate Settlement Consideration**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the “**Trust Assets**”). The Trust Assets shall be transferred to the Trust free and clear of any liens, encumbrances, charges, claims, interests, or other liabilities of any kind of the Debtor or its affiliates, any creditor or any other person or entity, other than as provided in the Channeling Injunction with respect to Channeled Claims and as provided in the Insurance Settlement Agreements with respect to Channeled Claims and Barred Claims. The Diocese or Reorganized Diocese shall execute and deliver such documents to the Trust as the Trustee reasonably requests to transfer and assign any assets comprising all or a portion of the Trust Assets to the Trust.

Section 1.4 Acceptance of Assets. In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Trust Assets, subject to the terms of the Trust Documents and the Plan Documents. The Trust shall succeed to all of the ~~Diocese~~Diocese’s and Participating Parties’ respective rights, title, and interest, including all legal privileges, in the Trust Assets and neither the Diocese nor any other person or entity transferring such will have any further equitable or legal interest in, or with respect to, the Trust, or the Trust Assets, including the Aggregate Settlement Consideration.

(b) Except as otherwise provided in the Plan, Confirmation Order or Trust Documents, the Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Channeled Claims that the Diocese or the Reorganized Diocese have or would have had under applicable law.

(c) No provision in the Trust Documents shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a “qualified settlement fund” under the QSF Regulations (as defined in Section 8.4(a) below).

(d) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability, or effectiveness of the Channeling Injunction, the Supplemental Settling Insurer Injunction, or other terms of the Plan or Confirmation Order.

(e) In the Trust Documents, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Receipt of Proceeds.

The proceeds of any recoveries from any litigation or claims of the Trust (including the Actions) will be deposited in the Trust’s accounts and become the property of the Trust as Trust Assets.

Section 1.6 Beneficiaries.

(a) The Trust is established for the benefit of the holders of Abuse Claims. (the “**Beneficiaries**”).

(b) The Beneficiaries shall be subject to the terms of this Trust Agreement and Trust Documents, including without limitation, the Trust Allocation Protocol and the Claim Litigation Protocol.

Section 1.7 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction with respect to the Trust; provided, however, the courts of the State of New York, including any federal court located therein, shall also have jurisdiction over the Trust only if and to the extent the Bankruptcy Court cannot exercise or properly abstains from exercising jurisdiction over the Trust.

Section 1.8 Privileged and confidential information.

The transfer or assignment of any information subject to an attorney-client or similar privilege to the Trustee shall not result in the destruction or waiver of any applicable privileges pertaining thereto. Further, with respect to any such privileges: (a) they are transferred to or contributed for the purpose of enabling the Trustee to perform his or her duties to administer the Trust and (b) they are vested solely in the Trustee and not in the Trust, or any other person,

committee or subcomponent of the Trust, or any other person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Channeled Claim.

Section 1.9 Relation-back election.

Upon request of the Trustee, the Settlor shall fully cooperate in filing a relation-back election under Treasury Regulation Section 1.468B-1(j)(2), to treat the Trust as coming into existence as a settlement fund as of the earliest possible date.

Section 1.10 Employer identification number.

Upon or in anticipation of establishment of the Trust, the Trustee shall apply for an employer identification number for the Trust in accordance with Treasury Regulation Section 1.468B-2(k)(4).

Section 1.11 Relationship to Plan.

The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order and, therefore, this Trust Agreement incorporates the provisions of the Plan and the Confirmation Order (which may amend or supplement the Plan). To the extent that there is conflict between the provisions of the Trust Documents and the provisions of the Plan or the Confirmation Order, each document shall have controlling effect in the following order: (1) the Confirmation Order; (2) the Plan; (3) this Trust Agreement; and (4) the Trust Allocation Protocol and Claim Litigation Protocol.

ARTICLE 2.
POWERS AND TRUST ADMINISTRATION

Section 2.1 Powers.

(a) The Trustee is empowered to take all actions, including such actions as may be consistent with those expressly set forth above, as the Trustee deems necessary to reasonably ensure that the Trust is treated as a “qualified settlement fund” under Section 468B of the Tax Code and the regulations promulgated pursuant thereto. Further, the Trustee may, unilaterally and without court order, amend, either in whole or in part, any administrative provision of this Trust Agreement which causes unanticipated tax consequences or liabilities inconsistent with the foregoing.

(b) The Trustee is and shall act as the fiduciary to the Trust Assets in accordance with the provisions of the Trust Documents. The Trustee shall administer the Trust, the Trust Assets, and any other amounts to be received under the terms of the Trust Documents in accordance with the purposes set forth in Section 1.2 above and in the manner prescribed by the Trust Documents. Subject to the limitations set forth in the Trust Documents, the Trustee shall have the power to take any and all actions that in the judgment of the Trustee are necessary or advisable to fulfill the purposes of the Trust, including, without limitation, each power

expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of New York. Nothing in the Trust Documents or any related document shall require the Trustee to take any action if the Trustee reasonably believes that such action is contrary to law. In addition to all powers enumerated in the Trust Documents, including, but not limited to, the Trustee's powers and authority in respect of the interpretation, application of definitions and rules of construction set forth in the Plan to the fullest extent set forth therein, from and after the Effective Date, the Trust shall succeed to all of the rights and standing of the Diocese with respect to the Trust Assets in its capacity as a trust administering assets for the benefit of the Beneficiaries.

(c) Except as required by applicable law or the Trust Documents, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(d) Without limiting the generality of Sections 2.1(a) and (b) above, and except as limited in the Trust Documents and by applicable law, the Trustee shall have the power to:

(i) supervise and administer the Trust in accordance with the Trust Documents, including the Trust Allocation Protocol and the Claim Litigation Protocol;

(ii) receive and hold the Trust Assets, and exercise all rights with respect thereto including the right to vote and sell any securities that are included in such funds;

(iii) invest the monies held from time to time by the Trust in accordance with Section 3.2;

(iv) sell, transfer, or exchange any or all of the Trust Assets at such prices and upon such terms as the Trustee may determine proper and consistent with the other terms of the Trust Documents;

(v) enter into leasing, financing, or other agreements with third parties, as determined by the Trustee, in his or her discretion, to be useful in carrying out the purposes of the Trust;

(vi) determine and pay liabilities and pay all fees and expenses incurred in administering the Trust, managing the Trust Assets, and making Distributions in accordance with the Trust Documents (the "**Trust Operating Expenses**");

(vii) establish accounts and reasonable reserves within the Trust, in her/his discretion, to be necessary, prudent, or useful in administering the Trust;

(viii) sue, be sued, and participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding, however, nothing herein shall be deemed to either (a) affect, limit or expand any party's rights to sue or otherwise commence a case or proceeding against a trustee in a case under chapter 11 of the Bankruptcy Code or (b)

allow any party asserting ~~a~~an Abuse Claim and/or Channeled Claim to commence any action against the Trustee or the Trust with respect to such claim;

(ix) appoint such officers and retain such employees, consultants, advisors, independent contractors, experts, and agents and engage in such legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities as the Trust requires, which may be those formerly retained by the Committee, and delegate to such persons such powers and authorities as this Trust Agreement provides or the fiduciary duties of the Trustee permits and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;

(x) pay reasonable compensation and reimbursement of expenses to any of the Trust's employees, consultants, advisors, independent contractors, experts, and agents for legal, financial, administrative, accounting, investment, auditing, and alternative dispute resolution services and activities as the Trust requires;

(xi) compensate the Oversight Committee members for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;

(xii) compensate the Trust's professionals for services, costs and expenses incurred prior to the Effective Date in accordance with the terms of the Trust Documents;

(xiii) execute and deliver such instruments as the Trustee considers advisable or necessary in administering the Trust;

(xiv) timely file such income tax and other tax returns and statements required to be filed and timely pay all taxes, if any, required to be paid from the Trust Assets and comply with all applicable tax reporting and withholding obligations;

(xv) require, in respect of any Distribution of Trust Assets, the timely receipt of properly executed documentation (including, without limitation, IRS Form W-9) as the Trustee determines in his or her discretion necessary or appropriate to comply with applicable tax laws;

(xvi) resolve all applicable lien resolution matters with respect to Beneficiaries that may be subject to liens arising pursuant to the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) ("**MMSEA**") in accordance with the Plan; provided, however, that for claims where there is an open chapter 7 bankruptcy case, such lien resolution is subject to the approval of the chapter 7 bankruptcy trustee and applicable bankruptcy court; and provided further, however, that in such cases, the chapter 7 bankruptcy trustee shall have sole responsibility to seek court approval for such lien resolution;

(xvii) register as a responsible reporting entity (“**RRE**”) and timely submit all reports under the reporting provisions of section 111 of the MMSEA as required under Section 4.6 below and the terms of the Plan;

(xviii) enter into such other arrangements with third parties as are deemed by the Trustee to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of the Trust Documents;

(xix) in accordance with Section 5.9 below, defend, indemnify, and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.7(a) below) solely from the Trust Assets and to the fullest extent permitted by law;

(xx) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable investment advisors or investment managers without liability for any action taken or omission made because of any such delegation;

(xxi) delegate any or all of the authority conferred with respect to the protection, preservation, and monetization of the non-cash Trust Assets;

(xxii) initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, all legal actions and other proceedings related to any asset, liability, or responsibility of the Trust;

(xxiii) enter into structured settlements and other similar arrangements with any Beneficiary (including a minor or other person in need of special consideration) or any attorney of any Beneficiary, upon such terms as the Trustee and such Beneficiary (or such Beneficiary’s counsel or other authorized person) agree, in all cases in accordance with the Trust Allocation Protocol;

(xxiv) take any and all actions appropriate or necessary in order to carry out the terms of the Trust Documents; ~~and~~

(xxv) take any actions or make any payments required under the Insurance Settlement Agreements, including without limitation the payment of Indemnified Claims (as defined in the Plan); and

(xxvi) ~~(xxv)~~—except as otherwise expressly provided in the Trust Documents, exercise any other powers now or hereafter conferred upon or permitted to be exercised by a trustee under the laws of the State of New York.

(e) The Trustee shall have the power to (i) authorize the commencement or continuation of a lawsuit by an Abuse Claimant against the Diocese and/or Participating Parties in accordance with the Claim Litigation Protocol (a “**Litigation Claim**”), and (ii) enter into any settlement that causes an Insurer to become a Settling Insurer (an “**Insurance Settlement**”),

provided however, the powers set forth in this Section 2.1(e) shall in each case be subject to the provisions of the Trust Documents ~~including Sections 5.13, 5.14 and 5.15(a) below.~~

(f) The Trustee, in his or her sole discretion, may take all actions necessary or advisable for the enforcement of the non-monetary commitments of Diocese with respect to child protection as set forth in the Plan and Confirmation Order.

(g) The Trustee shall consult with the Oversight Committee on the matters set forth in in the Trust Documents.

Section 2.2 Limitations on the Trustee and Oversight Committee.

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

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

(b) Insurance Settlements.

The Trustee may effectuate proposed Insurance Settlements without Bankruptcy Court approval. Notwithstanding the foregoing, if an Oversight Committee member dissents from approval of the proposed Insurance Settlement and wants the Trustee to seek Bankruptcy Court approval of the proposed settlement, such settlement shall be conditioned on the Bankruptcy Court finding that the proposed settlement is in the best interest of the Trust.

Section 2.3 General Administration. The Trustee shall act in accordance with the Trust Documents. The Trustee shall establish the location of the principal office of the Trust and may change the location of the principal office or establish other offices at other locations in his or her discretion.

Section 2.4 Accounting.

The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year, except that the first fiscal year shall run from the Confirmation Date to December 31. The Trustee shall maintain the books and records relating to the Trust Assets and income and the payment of Trust Operating Expenses and other liabilities of the Trust. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be such as to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of the Trust, including, without limitation, the assets and liabilities of the Trust as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the “**Annual Report**”); provided however, that the Trustee shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of Trust liabilities.

Section 2.5 Financial Reporting.

(a) Within one hundred twenty (120) days following the end of each calendar year, for as long as the Chapter 11 Case is open, the Trustee shall file with the Bankruptcy Court the Annual Report.

(b) All materials filed with the Bankruptcy Court pursuant to this Section 2.5 need not be served on any parties in the Chapter 11 Case.

Section 2.6 Names and addresses.

The Trustee shall keep a register (the “**Register**”) in which the Trustee shall at all times maintain the names and addresses of the Beneficiaries and the awards made to the Beneficiaries pursuant to the Trust Documents. The Trustee may rely upon this Register for the purposes of delivering Distributions or notices. In preparing and maintaining this Register, the Trustee may rely on the name and address of each Abuse Claimant as set forth in a proof of claim filed by such holder, or proper notice of a name or address change, which has been delivered by such Abuse Claimant to the Trustee. The Trustee may deliver Distributions and notices to counsel for any Abuse Claimant identified in such Beneficiary’s proof of claim or proper notice of a name or address change.

Section 2.7 Transfers of the Trust Assets.

To the fullest extent permitted by law, neither the principal nor income of the Trust, in whole or part, shall be subject to any legal or equitable claims of creditors of any Beneficiary or

others, nor to legal process, nor be voluntarily or involuntarily transferred, assigned, anticipated, pledged or otherwise alienated or encumbered except as may be ordered by the Bankruptcy Court or other competent court of jurisdiction.

ARTICLE 3. ACCOUNTS, INVESTMENTS, EXPENSES

Section 3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust, including at the Trustee’s discretion a disputed claims trust reserve, with one or more financial depository institutions (each a “**Financial Institution**”).

(b) The Trustee, at his or her discretion, may replace any retained Financial Institution with a successor Financial Institution at any time.

(c) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts, including a disputed claim trust reserve, as authorized in this Section 3.1 and as he or she may deem necessary, prudent, or useful in order to provide for Distributions to the Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” or a “disputed ownership fund” within the meaning of the Internal Revenue Code (“**IRC**”) or Treasury Regulations.

Section 3.2 Investment Guidelines.

(a) The Trustee may invest the Trust Assets and monetize such non-liquid assets in accordance with the Trust Documents. This Section 3.2(b) is intended to modify the application to the Trust of the “prudent person” rule, “prudent investor” rule, and any other rule of law that would require the Trustee to diversify the Trust Assets.

Section 3.3 Payment of Trust Operating Expenses. All Trust Operating Expenses shall be payable out of the Trust Assets. None of the Trustee, the Oversight Committee, the Beneficiaries nor any of their officers, agents, advisors, professionals, or employees shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust.

ARTICLE 4. CLAIMS ADMINISTRATION AND DISTRIBUTIONS

Section 4.1 Claims Administration and Distributions. The Trust shall fairly and reasonably compensate Abuse Claims and shall pay up to the full value of such claims, solely in accordance with the Trust Documents, including the Trust Allocation Protocol and the Claim Litigation Protocol.

Section 4.2 Manner of Payment. Distributions from the Trust to the Beneficiaries may be made by the Trustee on behalf of the Trust or by a disbursing agent retained by the Trust to make Distributions on behalf of the Trust.

Section 4.3 Delivery of Distributions.

(a) Distributions shall be payable to the Beneficiary (or to counsel for the Beneficiary) on the date approved for Distribution by the Trustee (the “**Distribution Date**”) in accordance with the terms of the Trust Documents, including the Trust Allocation Protocol and Claim Litigation Protocol. With respect to each Abuse Claim approved for payment, Distributions shall be made only after all conditions to the Distribution with respect to each such Abuse Claim have been satisfied. In the event that any Distribution to a Beneficiary is returned as undeliverable, no further Distribution to such Beneficiary shall be made unless and until the Trustee has been notified of the then current address of such Beneficiary, at which time such Distribution shall be made to such Beneficiary without interest; provided however, that all Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the applicable Distribution Date, subject to extension for good cause shown. After such date, (i) all unclaimed Distributions shall revert to the Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (ii) the Abuse Claim of such Beneficiary shall be released, settled, compromised, and forever barred as against the Trust, and (iii) all unclaimed property interests shall be distributed to other Beneficiaries in accordance with the Trust Documents, as if the Abuse Claim of such Beneficiary had been disallowed as of the date the undeliverable Distribution was first made. The Trustee shall take reasonable efforts to obtain a current address for any Beneficiary with respect to which any Distribution is returned as undeliverable.

(b) In the event the Trust holds cash after paying all Trust Operating Expenses and making all Distributions contemplated under the Trust Documents, such remaining cash shall be distributed to a nationally recognized charitable organization of the Trustee’s choice to the extent economically feasible, which charitable organization shall be independent of the Trustee and, to the extent possible, shall have a charitable purpose consistent with the protection

of children from sexual abuse or its ramifications. No Trust Asset or any unclaimed property shall escheat to any federal, state, or local government or any other entity.

(c) Notwithstanding any provision in the Trust Documents to the contrary, no payment shall be made to any Beneficiary on account of any Abuse Claim if the Trustee determines that the costs of making such Distribution is greater than the amount of the Distribution to be made.

(d) (i) To receive a monetary Distribution from the Trust, a Beneficiary must provide the Trustee with a completed and executed general contractual release in the form set forth in Exhibit 2 to the Plan Supplement (as it may be hereinafter amended or modified with the written consent of the Diocese, the Settling Insurers, and the Official Committee of Unsecured Creditors (or, upon its dissolution, the Trustee), the “**Consenting Class 4 Claim Release Agreement**”). Upon the written request of the Diocese, a Participating Party, or a Settling Insurer, the Trustee shall provide to such requesting party copies of the Consenting Class 4 Claim Release Agreements executed by the Beneficiaries.

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

- a. First, the Trustee shall fund the Settling Insurer Indemnification Reserve with \$51,300,000 from the aggregate Insurance Settlement Amount.
- b. Thereafter, the Trustee may release to the general funds of the Trust from the Settling Insurer Indemnification Reserve \$100,000.00 for every Abuse Claimant who **either** (i) returns to the Trust a Consenting Class 4 Claim Release Agreement executed by such Abuse Claimant **or** (ii) is deemed to be a Non-Communicative Abuse Claimant (as defined below). All such funds released from the Settling Insurer Indemnification Reserve pursuant to this Section 4.3 shall be transferred for the general use of the Trust and made available for distributions to Abuse Claimants or other expenses of the Trust in accordance with the Trust Documents. A “**Non-Communicative Abuse Claimant**” means an Abuse Claimant who has not responded to any Trustee communication within one year of the Effective Date.
- c. All funds held in the Settling Insurer Indemnification Reserve shall be segregated from other Trust Assets or funds, and accounted for separately from such other Trust Assets or funds, by the Trustee.

(iii) No less frequently than quarterly, the Trustee shall provide a report to the Settling Insurers identifying the Abuse Claimants that are deemed to be

Non-Communicative Abuse Claimants and those Abuse Claimants that have signed the Consenting Class 4 Claim Release Agreement. The Trustee or his professionals will make themselves reasonably available to the Settling Insurers to address questions regarding the reporting provided to the Settling Insurers.

For the avoidance of doubt, nothing in this Section 4.3(d) shall limit Section 8.15 of the Plan (Indemnification by Trust), and the obligations set forth therein shall survive the exhaustion or depletion of the Settling Insurer Indemnification Reserve. Furthermore, the reserve amounts specified in this Section 4.3(d) are in addition to, and do not include, the reserves that otherwise must be established pursuant to the Plan or Trust Documents, including, but not limited to, Section 4.4 below.

Section 4.4 Medicare Reimbursement and Reporting Obligations.

(a) The Trust shall register as a Responsible Reporting Entity (“**RRE**”) under the reporting provisions of section 111 of MMSEA (as defined in the Plan); provided that this shall apply only to Channeled Claims that occurred after December 5, 1980.

(b) The Trust shall timely submit all reports that are required under MMSEA on account of any claims settled, resolved, paid, or otherwise liquidated by the Trust and shall maintain sufficient funds to pay any Medicare Claims (as defined in the Plan). The Trust, in its capacity as an RRE, shall follow all applicable guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agency or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “**CMS**”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

(c) Before remitting funds to Claimants’ counsel, or to the Claimant if such Claimant is acting *pro se*, in respect of any Channeled Claim, the Trustee shall obtain (i) a certification from said Claimant (or such Claimant’s authorized decedent’s estate representative) that said Claimant has provided or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance, in connection with, or relating to, such Channeled Claim and (ii) that the Claimant indemnifies the Trust for any such obligations.

ARTICLE 5.
TRUSTEE

Section 5.1 Initial Trustee. The initial Trustee shall be Advisory Trust Group, LLC.

Section 5.2 Term of Service, Successor Trustee.

(a) The Trustee shall serve from the Effective Date until the earliest of the (i) ~~his or her death,~~ (ii) ~~his or her~~ termination of the Trust pursuant to Section 6.2 below, and (ii) the Trustee’s (x) death or dissolution, (y) resignation pursuant to Section 5.2(b) below, and

~~(iii) his or her~~ removal pursuant to Section 5.2(c) below, ~~and (iv) the termination of the Trust pursuant to Section 6.2 below.~~

(b) The Trustee may resign at any time upon written notice to the Oversight Committee and filed with the Bankruptcy Court. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Trustee may be removed by consent of (i) at least two-thirds (2/3) majority of the Oversight Committee or (ii) an order from the Bankruptcy Court, in the event that the Trustee becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, dissolution, or for other good cause, provided the Trustee has received reasonable notice and an opportunity to be heard. Other good cause shall mean gross negligence, fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustee hereunder. For the avoidance of doubt, any removal of the Trustee pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Appointment of Successor Trustee.

(a) In the event of any vacancy in the office of the Trustee, including the death, resignation, dissolution, termination, or removal of any successor Trustee, such vacancy shall be filled by the Oversight Committee as set forth herein. The Oversight Committee will nominate an individual to serve as successor Trustee. If the majority of the Oversight Committee then in office agree upon a successor Trustee, then, subject to the approval of the Bankruptcy Court, such individual shall become the Trustee.

(b) Immediately upon the appointment of any successor Trustee pursuant to Section 5.3(a) above, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in and undertaken by the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee. No predecessor Trustee shall be liable personally for any act or omission of his or her successor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) Each successor Trustee shall serve until the earliest of (i) ~~his or her death,~~ ~~(ii) his or her resignation pursuant to Section 5.2(b) above,~~ ~~(iii) his or her removal pursuant to Section 5.2(c) above,~~ and ~~(iv) the termination of the Trust pursuant to Section 6.2 below,~~ and (ii) the Trustee's (x) death or dissolution, (y) resignation pursuant to Section 5.2(b), and (z) removal pursuant to Section 5.2(c).

Section 5.4 Trustee Meetings.

(a) **Regular Meeting.** The Trustee shall hold regular meetings with the Oversight Committee not less than quarterly, which may be held at such times and at such places as may be determined from time to time by the Trustee, including remotely.

(b) **Special Meetings.** Special meetings of the Trustee with the Oversight Committee may be called by the Trustee by giving written notice to the Oversight Committee not less than one (1) business day prior to the date of the meeting. Any such notice shall include the time, place, and purpose of the meeting, given by overnight courier, personal delivery, facsimile, electronic mail, or other similar means of communication. Notice shall be addressed or delivered to the address as shown upon the records of the Trust or as may have been given to the Trustee for purposes of notice. Notice by overnight courier shall be deemed to have been given one (1) business day after the time that written notice is provided to such overnight courier. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or actually transmitted by the person giving the notice by electronic means to the recipient.

(c) **Participation in Meetings by Telephone Conference.** The Trustee may convene, and persons may participate in, a meeting by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all persons participating in such meeting can hear one another. Participation in a meeting pursuant to this Section 5.4(c) shall constitute presence in person at such meeting.

(d) **Waiver of Notice.** Notice of a meeting need not be given to any person who signs a waiver of notice, whether before or after the meeting. All such waivers shall be filed with the Trust records or made a part of the minutes of the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any Trustee meeting need be specified in any waiver of notice.

Section 5.5 Compensation and Expenses of Trustee. The Trustee shall receive compensation from the Trust for ~~his or her~~ the Trustee's services as Trustee. The initial amount of the Trustee's compensation shall be ~~[\$10,000 each month]~~ \$10,000 each month and shall be adjusted annually thereafter as reasonably determined by the majority of the Oversight Committee. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out ~~his or her~~ the Trustee's duties as Trustee in accordance with reasonable policies and procedures as may be adopted from time to time, including in connection with attending meetings of the Trustee. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report.

Section 5.6 Trustee's Independence.

(a) The Trustee shall not, during his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for Reorganized Diocese or its

affiliated persons, or any Non-Settling Insurer. ~~No~~The Trustee shall not act as an attorney for, or otherwise represent, any Person who holds a claim in the Chapter 11 Case.

(b) The Trustee shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) Persons dealing with the Trust and the Trustee, with respect to the affairs of the Trust, shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust or the Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.7 Standard of Care; Exculpation.

(a) As used herein, the term “**Trust Indemnified Party**” shall mean the Trustee, the Abuse Claims Reviewer, the Oversight Committee, and each of their respective members, officers, employees, agents, consultants, lawyers, advisors or professionals (collectively, the “**Trust Indemnified Parties**”).

(b) No Trust Indemnified Party shall be liable to the Trust, any other Trust Indemnified Party, any Beneficiary or any other Person for any damages arising out of the creation, operation, administration, enforcement or termination of the Trust, except in the case of such Trust Indemnified Party’s willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction. To the fullest extent permitted by applicable law, the Trust Indemnified Parties shall have no liability for any action in performance of their duties under this Trust Agreement taken in good faith with or without the advice of counsel, accountants, appraisers and other professionals retained by the Trust Indemnified Parties. None of the provisions of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their respective rights and powers. Any Trust Indemnified Party may rely, without inquiry, upon writings delivered to it under any of the Trust Documents, which the Trust Indemnified Party reasonably believes to be genuine and to have been given by a proper person. Notwithstanding the foregoing, nothing in this Section 5.7 shall relieve the Trust Indemnified Parties from any liability for any actions or omissions arising out of ~~the~~ willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction; provided that in no event will any such person be liable for punitive, exemplary, consequential or special damages under any circumstances. Any action taken or omitted by the Trust Indemnified Parties with the approval of the Bankruptcy Court, or any other court of competent jurisdiction, will conclusively be deemed not to constitute willful misconduct, bad faith, or fraud.

(c) The Trust Indemnified Parties shall not be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any Person in connection with the affairs

of the Trust or for any liabilities or obligations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud, and all Persons claiming against the Trust Indemnified Parties, or otherwise asserting claims of any nature in connection with affairs of the Trust, shall look solely to the Trust Assets for satisfaction of any such claims.

(d) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Trust or the Beneficiaries, it is hereby understood and agreed by the parties hereto and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties, provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.7 and its subparts.

(e) The Trust Indemnified Parties shall be indemnified to the fullest extent permitted by law by the Trust against all liabilities arising out of the creation, operation, administration, enforcement, or termination of the Trust, including actions taken or omitted in fulfillment of their duties with respect to the Trust, except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(f) The Trust will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties, as determined by the Trustee in his or her discretion.

Section 5.8 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.8.

(b) In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor to any Trustee shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

~~(e) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Trust or to the Beneficiaries, it is hereby understood and agreed by the Parties and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trustee, provided~~

~~however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.7 herein.~~

(c) ~~(d)~~ No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, or fraud as finally judicially determined by a court of competent jurisdiction.

(d) ~~(e)~~ No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties, and powers hereunder.

(e) ~~(f)~~ In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants, and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

Section 5.9 Indemnification.

(a) Without the need for further court approval, the Trust hereby indemnifies, holds harmless, and defends the Trust Indemnified Parties in the performance of their duties hereunder to the fullest extent that a trust, including a statutory trust organized under the laws of the State of New York, is entitled to indemnify, hold harmless, and defend such persons against any and all liabilities, expenses, claims, damages or losses (including attorneys' fees and costs) incurred by them in the performance of their duties hereunder or in connection with activities undertaken by them prior to or after the Effective Date in connection with the formation, establishment, funding, or operations of the Trust except for those acts that are finally judicially determined by a court of competent jurisdiction to have arisen out of their own willful misconduct, bad faith, or fraud.

(b) Reasonable expenses, costs, and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, from which they are 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 the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by final order of the Bankruptcy Court that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(c) The Trustee may purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include liability asserted against or incurred by such individual in that capacity or arising from

his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons, or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

Section 5.10 Bond. The Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

ARTICLE 6.

DURATION OF TRUST

Section 6.1 Duration. Once the Trust becomes effective upon the Effective Date of the Plan, the Trust and this Agreement shall remain and continue in full force and effect until the Trust is terminated.

Section 6.2 Dissolution/Termination of Trust. The Trust shall be dissolved at such time as (i) all of the Trust Assets have been distributed pursuant to the Plan and this Agreement, (ii) the Trustee determines that the administration of any remaining Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all distributions required to be made by the Trustee under the Plan and this Agreement have been made; provided, however, that in no event shall the Trust be dissolved later than seven (7) years from the Effective Date unless a court of competent jurisdiction determines that a fixed period extension is necessary to facilitate or complete the recovery and liquidation of the Trust Assets. If at any time the Trustee determines, in reliance upon such professionals as the Trustee may retain, that the expense of continued administration of the Trust is likely to exceed the value of the remaining Trust Assets, the Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Trust, (ii) disburse any remaining cash for disposition under the Plan, and (iii) donate any remaining assets to a charitable organization (A) described in section 501(c)(3) of the Tax Code, (B) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (C) not a “private foundation” as defined in section 509(a) of the Tax Code, and (D) that is unrelated to the Debtors, the Trust, and any insider of the Trustee, and (iii) dissolve the Trust.

Section 6.3 No Termination by Beneficiaries. The Trust may not be terminated at any time by the Beneficiaries.

Section 6.4 Continuance of Trust for Winding Up; Discharge and Release of Trustee. After the termination of the Trust and solely for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until his responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Trust Assets including all excess reserves, the Oversight Committee members, the Trustee, and the Trust’s professionals and agents shall be deemed discharged under this Agreement and have no further duties or obligations hereunder. Upon a motion by the Trustee, the Bankruptcy Court may enter an order relieving the Oversight Committee members and the Trustee, his employees, and the Trust’s professionals and agents of any further duties, discharging and releasing the Trustee from all liability related to the Trust, and releasing the Trustee’s bond, if any.

ARTICLE 7.

OVERSIGHT COMMITTEE

Section 7.1 Appointment, Composition, and Governance of Oversight Committee. The Oversight Committee shall consist of ~~seven~~at least three members, who are: selected from the members of the Committee or their ~~designee~~designees. The Oversight Committee may, by majority vote, appoint such additional members to the Oversight Committee as they see fit.

Section 7.2 Rights and Duties of Oversight Committee; Corresponding Limitations on Trustee's Actions. The rights and duties of the Oversight Committee shall be those set forth in this Agreement. The Trustee shall limit its actions on behalf of the Trust in accordance with the limits established by those provisions.

Section 7.3 Approval and Authorization on Negative Notice. The Trustee may obtain approval or authorization required with respect to any matter in which the amount of up to \$250,000 is in dispute under the Plan or this Agreement from the Oversight Committee on seven (7) business days' negative notice. The Trustee may obtain approval or authorization required with respect to any matter in which the amount of more than \$250,000 is in dispute under the Plan or this Agreement from the Oversight Committee by an affirmative vote of two-thirds of the Oversight Committee. The Trustee may make requests on behalf of the Trust for approval or authorization by the Oversight Committee in writing, which may be made in the form of an e-mail. In the event any Oversight Committee member objects to the Trustee's request, the Trustee shall consult with the members of the Oversight Committee about how to proceed. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section or this Article.

Section 7.4 Reimbursement of Oversight Committee Expenses. The Trustee shall pay from the Trust Assets all reasonable costs and expenses of the Oversight Committee.

Section 7.5 Oversight Committee Member's Conflicts of Interest. The Oversight Committee members shall disclose any actual or potential conflicts of interest that such member has with respect to any matter arising during administration of the Trust to the other Oversight Committee members and the Trustee and such member shall be recused from voting on any matter on which such member has an actual or potential conflict of interest.

Section 7.6 Resignation and Replacement of Oversight Committee Member. A member of the Oversight Committee may resign at any time on notice (including e-mailed notice) to the other Oversight Committee members and the Trustee. The resignation shall be effective on the later of (i) the date specified in the notice delivered to the other Oversight Committee members and the Trustee or (ii) the date that is thirty (30) days after the date such notice is delivered. In the event of the resignation, death, incapacity, or removal of a member of the Oversight Committee, the Trustee may nominate and the remaining members of Oversight Committee may approve, by a majority vote, a replacement member of the Oversight Committee.

Section 7.7 *Absence of Oversight Committee*. In the event that the members of the Committee do not appoint an Oversight Committee, an Oversight Committee is not yet formed, no one is willing to serve on the Oversight Committee, or there shall have been no Oversight Committee members for a period of thirty (30) consecutive days, then the Trustee may, during such vacancy and thereafter, ignore any reference in this Agreement to an Oversight Committee, and all references to the Oversight Committee's rights and responsibilities in this Agreement will be null and void.

ARTICLE 8.

GENERAL PROVISIONS

Section 8.1 *Irrevocability*. To the fullest extent permitted by applicable law, the Trust is irrevocable. The Settlor shall not (i) retain any ownership or residual interest whatsoever with respect to any Trust Assets, including, but not limited to, the funds transferred to fund the Trust, and (ii) have any rights or role with respect to the management or operation of the Trust, or the Trustee's administration of the Trust.

Section 8.2 *Term; Termination*.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the following provisions.

(b) The Trust shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Trust because (i) all reasonably expected assets have been collected by the Trust, (ii) all Distributions have been made to the extent set forth in the Trust Allocation Protocol and the Claim Litigation Protocol, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses in a manner consistent with the Trust Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the "***Dissolution Date***").

(c) Following the dissolution and Distribution of the Trust Assets, the Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

(d) After termination of the Trust and solely for the purpose of liquidating and winding up its affairs, the Trustee shall continue to act as Trustee until its duties hereunder have been fully performed. The Trustee shall retain the books, records, documents, and files that shall have been delivered to or created by the Trustee until Distribution of all the Trust Assets. For purposes of this provision, Trust Assets will be deemed distributed when the total amount remaining in the Trust is less than \$50,000 and no further actions are pending or have yet to be brought. At the Trustee's discretion, all of such books, records, documents, and files may be destroyed at any time following the later of: (i) the first anniversary of the final Distribution of

the Trust Assets, and (ii) the date until which the Trustee is required by applicable law to retain such books, records, documents, and files; provided, however, that, notwithstanding the foregoing, the Trustee shall not destroy or discard any books, records, documents, or files relating to the Trust without giving ~~Reorganized Debtor~~ the Diocese the opportunity to take control of such books, records, documents, and/or files.

(e) Upon termination of the Trust and accomplishment of all activities described in this agreement, the Trustee and its professionals shall be discharged and exculpated from liability (except for acts or omissions resulting from the recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud of the Trustee or his agents or representatives). The Trustee may, at the expense of the Trust, seek an Order of the Bankruptcy Court confirming the discharges, exculpations and exoneration referenced in the preceding sentence.

Section 8.3 Outgoing Trustee Obligations.

In the event of the resignation or removal of the Trustee, the resigning or removed Trustee shall:

(a) execute and deliver by the effective date of resignation or removal such documents, instruments, records, and other writings as may be reasonably requested by the successor Trustee to effect such resignation or removal and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee;

(b) deliver to the successor Trustee all documents, instruments, records, and other writings relating to the Trust Assets as may be in the possession or under the control of the resigning or removed Trustee;

(c) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee; and

(d) irrevocably appoint the successor Trustee (and any interim trustee) as its attorney-in-fact and agent with full power of substitution for it and its name, place, and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Trust Agreement. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment. The Bankruptcy Court also may enter such orders as are necessary to effect the termination of the appointment of the Trustee and the appointment of the successor Trustee.

Section 8.4 Taxes.

(a) The Trust is intended to qualify as a "qualified settlement fund" within the meaning of section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the IRC, as amended (the "**QSF Regulations**"), with respect to which ~~Reorganized Debtor~~ the Diocese shall timely make an election to treat the Trust as a "grantor trust" for U.S.

federal income tax purposes and, to the extent permitted under applicable law, for state and local income tax purposes.

(b) The Trustee shall be the “administrator” of the Trust within the meaning of section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the Trust out of the Trust Assets, which assets may be sold by the Trustee to the extent necessary to satisfy tax liabilities of the Trust, (ii) comply with all applicable tax reporting and withholding obligations, (iii) satisfy all requirements necessary to qualify and maintain qualification of Trust as a qualified settlement fund and a grantor trust, within the meaning of the QSF Regulations, and (iv) take no action that could cause the Trust to fail to qualify as a qualified settlement fund and a grantor trust within the meaning of the QSF Regulations. The Trustee may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust for all taxable periods through the Dissolution Date.

(c) As soon as reasonably practicable after the Effective Date, but in no event later than one hundred twenty (120) days thereafter, the Trust shall make a good faith valuation of the Trust Assets and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. In connection with the preparation of the valuation contemplated hereby, the Trust shall be entitled to retain such professionals and advisors as the Trustee shall determine to be appropriate or necessary, and the Trustee shall take such other actions in connection therewith as he or she determines to be appropriate or necessary.

(d) The Trustee may withhold and pay to the appropriate tax authority all amounts required to be withheld pursuant to the IRC or any provision of any foreign, state, or local tax law with respect to any payment or Distribution. All such amounts withheld and paid to the appropriate tax authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed or paid for all purposes of this Trust Agreement. The Trustee shall be authorized to collect such tax information (including tax identification numbers) as in his or her sole discretion is deemed necessary to effectuate the Plan, the Confirmation Order and this Trust Agreement. In order to receive Distributions, all Beneficiaries shall be required to provide tax information to the Trustee to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Trustee for these purposes. The Trustee may refuse to make a payment or Distribution unless or until such information is delivered; provided however, that, upon the delivery of such information, the Trustee shall make such delayed payment or Distribution, without interest. Notwithstanding the foregoing, if a person fails to furnish any tax information reasonably requested by the Trustee before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Trust. In no event shall any escheat to any federal, state, or local government or any other entity.

Section 8.5 Modification.

(a) Material modifications to this Trust Agreement, including Exhibits hereto, may be made only with the consent of the Trustee and the majority of the Oversight Committee and subject to the approval of the Bankruptcy Court; provided, however, that the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of, but with notice on the Bankruptcy Court docket, to make minor corrective or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement, provided such minor corrective or clarifying amendments shall not take effect until ten (10) days after notice to on the Bankruptcy Court docket, subject to any objection by a Beneficiary. Except as permitted pursuant to the preceding sentence, the Trustee shall not modify this Trust Agreement in any manner that is inconsistent with the Plan or the Confirmation Order without the approval of the Bankruptcy Court. The Trustee shall file notice of any modification of this Trust Agreement with the Bankruptcy Court.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) the applicability of section 105 of the Bankruptcy Code to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction, the Settling Insurer Injunctions, or any other benefit, injunction, or release issued or granted in connection with the Insurance Settlement Agreements, the Sale Order(s), Plan, and Confirmation Order, or (iii) the Trust's qualified settlement fund status and grantor trust status under the QSF Regulations.

(c) For the avoidance of doubt, neither the Trust Agreement nor any document related thereto may be amended or modified without the prior written consent of the Diocese, the Participating Parties, or Settling Insurers, as applicable, to the extent that such amendment or modification is (i) inconsistent with the Plan or Insurance Settlement Agreements, (ii) adds any obligation or imposes any duty on the Diocese, the Participating Parties, or Settling Insurers, (iii) changes or modifies the amount or operation of the Settling Insurer Indemnification Reserve, or (iv) adversely affects the Diocese, the Participating Parties, or Settling Insurers.

Section 8.6 Severability. If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 8.7 Notices. Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

Trust Advisory Group LLC
Robert Michaelson
Brad Boe
10645 N. Oracle Road
Suite 121-371
Oro Valley, AZ 85737
Tel: (646) 493-7895
Email: bob.michaelson@advisorytgllc.com
brad.boe@advisorytgllc.com

with a copy (which shall not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP
Ilan D. Scharf, Esq.
Karen B. Dine, Esq.
1700 Broadway, 36th Floor
New York, New York 10019
Tel: (212) 561-7700
Email: ischarf@pszjlaw.com
kdine@pszjlaw.com

All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 8.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the Oversight Committee, and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their, rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above.

Section 8.9 Limitation on Transferability; Beneficiaries' Interests. The Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge, or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of any Trustee, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on Distributions; and (g) give rise to any rights to seek a partition or division of the Trust Assets. Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, the Beneficiaries shall have an undivided beneficial interest only in cash assets of but only to the extent such cash assets are declared by the Trustee to be distributable as Distributions in accordance with the Trust Documents. For the avoidance of doubt, the Beneficiaries shall have only such rights as expressly set forth in the Trust Documents.

Section 8.10 Exemption from Registration.

The Parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in the Trust will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

Section 8.11 Entire Agreement; No Waiver.

The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 8.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 8.13 Governing Law.

This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of New York law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of property, (d) fees or other sums payable to trustees, officers, agents, or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustee or the Oversight Committee set forth or referenced in this Trust Agreement.

Section 8.14 Settlor's Representative.

Pursuant to the Trust Documents, the Reorganized Diocese is hereby irrevocably designated as the “**Settlor's Representative**” and is hereby authorized to take any action consistent with Reorganized Diocese's obligations under the Trust Documents that is reasonably requested of the Settlor by the Trustee pursuant to the Trust Documents. Pursuant to the Trust Documents, the Settlor's Representative shall cooperate with the Trustee and the Trust's officers, employees, and professionals in connection with the Trust's administration of the Aggregate Settlement Consideration, including, but not limited to, providing the Trustee or his or her officers, employees, and professionals, upon written request (including e-mail), reasonable access to information related to the Aggregate Settlement Consideration, including, without limitation, delivery of documents in the possession of, or witnesses under the control of, Reorganized Diocese to the extent that the Trustee could obtain the same by subpoena, notice of deposition, or other permissible discovery request, without the need for a formal discovery request.

Section 8.15 Independent Legal and Tax Counsel.

All parties to this Trust Agreement have been represented by counsel and advisors of their own selection in this matter. Consequently, the parties agree that the language in all parts of this Trust Agreement shall in all cases be construed as a whole according to its fair meaning and

shall not be construed either strictly for or against any party. It is specifically acknowledged and understood that this Trust Agreement has not been submitted to, nor reviewed or approved by, the IRS or the taxing authorities of any state or territory of the United States of America.

Section 8.16 Waiver of Jury Trial.

Each party hereto and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement.

Section 8.17 Effectiveness.

This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

Section 8.18 Counterpart Signatures.

This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

SETTLOR:

The Diocese of Rochester

By: _____

TRUSTEE:

[Advisory Trust Group, LLC](#)

By: _____

~~OVERSIGHT COMMITTEE MEMBERS:~~

| *[Link-to-previous setting changed from on in original to off in modified.]*

EXHIBIT 1
TRUST ALLOCATION PROTOCOL

| *[Link-to-previous setting changed from on in original to off in modified.]*

EXHIBIT 2 CLAIM LITIGATION PROTOCOL

ARTICLE 1. PROCEDURE FOR LITIGATION

Section 1.1 Abuse Claims Covered by Non-Settling Insurers

Attached as Exhibit ____ is a non-exclusive list of Abuse Claims and the Non-Settling Insurers who may have coverage obligations with respect thereto.

Section 1.2 Notice of Interest in Litigation.

Abuse Claimants who believe their claim is covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurer, notwithstanding whether the claim is identified on Exhibit ____ hereto, must submit to the Trustee written notice (“**Litigation Election Claimants**”) of their election to move forward with litigation against the Diocese and/or Protected Parties, under the limitations and provisions of the Plan, by the Submission Deadline. To avoid doubt, all Abuse Claimants may pursue litigation against Co-Defendants without restriction by or notice to the Trustee.

Section 1.3 Designation as Litigation Claimant.

The Trustee, in consultation with the Diocese, will confirm which Litigation Election Claimants allege Sexual Abuse covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurer (“**Litigation Claimants**”). The Trustee shall give written notice to all Litigation Election Claimants whether their claims are covered, in whole or in part, by Insurance Policies issued by one or more Non-Settling Insurer. Litigation Election Claimants may appeal the Trustee’s determination to the Bankruptcy Court.

Section 1.4 Litigation Authorization.

The Trustee may authorize Litigation Claimants , at such Litigation Claimants’ expense, to pursue their Claims in any court of competent jurisdiction, only to determine any liability that the Diocese and/or any Protected Party may have regarding an Abuse Claim and the amount of that liability, provided, however, that Litigation Claimants, pursuant and subject to the Plan may seek recovery from a Non-Settling Insurer. Within sixty (60) days of the Submission Deadline, the Trustee shall, in consultation with the Advisory Committee, prepare a six-month schedule of the claims authorized to begin litigation and provide notice of such schedule to all Litigation Claimants (“**Notice of Litigation Schedule**”). The Trustee shall prioritize claims with the highest valuations according to the Committee’s valuation expert, but may consider additional factors such as age of Litigation Claimant and legal merits of Litigation Claimant’s case.

Section 1.5 *Just Cause for Expedition of Litigation.*

Litigation Claimants may, within 10 business days for receipt of the Notice of Litigation Schedule, submit a written statement to the Trustee explaining any specific cause requiring earlier authorization of their claims for pursuit of litigation. The Trustee, in consultation with the Advisory Committee, shall review such statements and, if needed, provide an amended Notice of Litigation Schedule to all Litigation Claimants. If the Trustee does not schedule a Litigation Claimant to pursue his or her litigation on the Notice of Litigation Schedule, the Litigation Claimant may request mediation with the Trustee. If the mediation is unsuccessful, the Litigation Claimant may appeal to the Bankruptcy Court for just cause to be authorized to pursue his or her claim against the Diocese and/or Protected Party.

Section 1.6 *Litigation Claims Remain Subject to Plan.*

Litigation Claimants remain subject to the terms of the Plan notwithstanding anything to the contrary herein.

Section 1.7 *Withdrawal of Litigation Election.*

A Litigation Claimant may withdraw his or her election to be a Litigation Claimant at any time by written notice to the Trustee and the Reorganized Diocese. Upon providing such notice, the Litigation Claimant's determination not to proceed as a Litigation Claimant shall be irrevocable.

* * *

EXHIBIT 7

Litigation Claimant Agreement

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

The Diocese of Rochester,

Debtor.

Case No. 19-20905

Chapter 11

LITIGATION CLAIMANT AGREEMENT

This Litigation Claimant Agreement (this “Agreement”) is made and entered into by and between [] (“Claimant”) and Advisory Trust Group, LLC (the “Trustee”) in its capacity as Trustee of the Rochester Abuse Claim Trust (the “Trust”) established pursuant to the *Eighth Amended Joint Chapter 11 Plan of Reorganization for The Diocese of Rochester Dated March 14, 2025* (as it may be amended or supplemented, and in the form confirmed in the above-captioned Chapter 11 Case, the “Plan”).¹

WHEREAS, Claimant has asserted a Consenting Class 4 Claim against The Diocese of Rochester (the “Diocese”); and

WHEREAS, on [], 2025, the Court entered an order confirming the Plan; and

WHEREAS, the Effective Date of the Plan occurred on [], 2025; and

WHEREAS, Claimant has previously executed and delivered to the Trustee a Consenting Class 4 Claim Release Agreement in the form attached to the Plan Supplement as Exhibit 2, the terms of which are incorporated and made apart hereto as if fully set forth herein; and

WHEREAS, Claimant has requested that the Trustee authorize Claimant to proceed as a Litigation Claimant, and to treat Claimant’s Abuse Claim as a Litigation Claim in accordance with the terms of the Plan and as set forth in this Agreement;

WHEREAS, the Trustee, after consultation with the Diocese, believes in good faith that Claimant’s Abuse Claim is covered, in whole or in part, by one or more policies of insurance issued by a Non-Settling Insurer; and

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

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Plan and in any order confirming the Plan (the “Confirmation Order”). In the event of any inconsistency between this Agreement (including any schedule attached hereto) and the Plan and/or Confirmation Order, the Plan and/or Confirmation order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

1. Authorization to Proceed as Litigation Claimant. Subject to the limitations and conditions set forth in this Agreement and in the Plan, the Trustee hereby authorizes Claimant to pursue his or her Abuse Claim as a Litigation Claim.

2. Conduct of Litigation. Claimant may, at Claimant's sole cost and expense, commence or continue prosecution of an Abuse Action against the Diocese and/or a Participating Party, or any Non-Settling Insurer, as such Persons are identified on ***Schedule 1*** hereto, in any court of competent jurisdiction, solely for the purposes of (a) determining any liability that such Persons may have with respect to Claimant's Litigation Claim, (b) determining the amount of that liability, and (c) to pursue Insurance Claims against any Non-Settling Insurers.

3. Limited Recourse. Any Litigation Award obtained by Claimant, including, without limitation, any judgment or verdict in respect of Claimant's Litigation Claim, shall not be enforced against (a) the Diocese, the Reorganized Diocese, any Participating Party, any Settling Insurer, any Settling Insurer Releasee, or any of their respective Related Persons, (b) any of the non-insurance property or assets of the Diocese or any Participating Party, (c) the Residual Assets and any other property or assets that are vested with the Reorganized Diocese pursuant to the Plan, or (d) any property or assets of any Settling Insurer, Settling Insurer Releasee, or any Settling Insurer Related Person. Claimant covenants and agrees to take any action reasonably requested to enable the Diocese, the Reorganized Diocese, or any Participating Party (or any successor entity) to transfer, mortgage, or otherwise encumber any real or personal property free and clear of any judgment Lien.

4. Defenses Preserved; No Estoppel or Preclusion. Nothing in the Plan shall prevent the Diocese or any Participating Party from asserting any legal or factual defenses they may have in response to Claimant's Litigation Claim. Any determination by the Abuse Claims Reviewer of Claimant's qualification to receive Distributions under the Plan, estimation of Claimant's Claim, and, if applicable, payment of partial Distributions, shall not impair Claimant's right to obtain a judgment, including a judgment based on joint and several liability, against any of the parties listed on ***Schedule 1*** hereto, *provided, however*, that (i) recourse against the Diocese and any Participating Party shall be limited as set forth herein and in the Plan, and (ii) for purposes of establishing the Diocese's and/or a Participating Party's liability on Claimant's Litigation Claim, any judgment awarded to Claimant shall be reduced by the amount of Trust Distributions (if any) already paid by the Trust to Claimant on his or her Litigation Claim. Neither the Abuse Claims Reviewer's review of an Abuse Claim and determination of qualification, nor the Trust's estimation of Claimant's Claim, nor the payment of any Distributions shall: (i) constitute a trial, an adjudication on the merits, or evidence of liability or damages in any litigation between the Claimant and the Diocese or the Participating Parties, Non-Settling Insurers, or any other Person, or (ii) constitute, or be deemed, a determination of the reasonableness of the amount of Claimant's Claim, either individually or in the aggregate with other Litigation Claims, in any coverage litigation with any Non-Settling Insurers. The Trust's estimation of Claimant's Claim and payment of Trust Distributions does not create an admission of the fact of liability, or the extent of damages, on behalf of the Diocese and/or any Participating Parties.

5. Withdrawal of Litigation Claim; Discharge and release.

- a. Claimant may withdraw his or her election to be a Litigation Claimant at any time by written notice to the Trustee and the Reorganized Diocese. Upon providing such notice, Claimant's determination not to proceed as a Litigation Claimant shall be irrevocable.
- b. Claimant hereby acknowledges and agrees that any Claim Claimant may hold against the Diocese and/or any Participating Parties shall automatically be deemed to be waived, discharged and released upon the occurrence of the Abuse Claim Discharge Date applicable to Claimant's Claim pursuant to Section 12.2.3 of the Plan.

6. Expenses; Third Party Beneficiaries.

- a. Each of the Protected Parties, including, without limitation, the Diocese, the Reorganized Diocese, the Participating Parties, and each Settling Insurer, shall be intended third party beneficiaries of this Agreement, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.
- b. Any and all DOR Entities' Post-Effective Date Costs incurred by the Diocese, the Reorganized Diocese, or any Participating Party in connection with responding to, prosecuting or defending Claimant's Litigation Claim shall be paid by the Trust in accordance with the provisions of the Plan.
- c. The Trustee shall provide a copy of this Agreement to the Reorganized Diocese upon execution hereof, and to any other Protected Parties upon request.

[signature page follows]

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

Dated: _____, 2025

Signature

Print or type name of Claimant

Claim Number (if known)

Address

Accepted and agreed by the Trustee:

ADVISORY TRUST GROUP, LLC

By: _____
Name:
Title

SCHEDULE 1

Authorized Defendants

[To be provided at time of execution]

EXHIBIT 7A

Litigation Claimant Agreement Redline

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK

In re:

Case No. 19-20905

The Diocese of Rochester,

Chapter 11

Debtor.

LITIGATION CLAIMANT AGREEMENT

This Litigation Claimant Agreement (this “Agreement”) is made and entered into by and between [] (“Claimant”) and [] Advisory Trust Group, LLC (the “Trustee”) in his/her/its capacity as Trustee of the Rochester Abuse Claim Trust (the “Trust”) established pursuant to the *Eighth Amended Joint Chapter 11 Plan of Reorganization for The Diocese of Rochester Dated March 14, 2025* (as it may be amended or supplemented, and in the form confirmed in the above-captioned Chapter 11 Case, the “Plan”).¹

WHEREAS, Claimant has asserted a Consenting Class 4 Claim against The Diocese of Rochester (the “Diocese”); and

WHEREAS, on [], 2025, the Court entered an order confirming the Plan; and

WHEREAS, the Effective Date of the Plan occurred on [], 2025; and

WHEREAS, Claimant has previously executed and delivered to the Trustee a Consenting Class 4 Claim Release Agreement in the form attached to the Plan Supplement as Exhibit 2, the terms of which are incorporated and made apart hereto as if fully set forth herein; and

WHEREAS, Claimant has requested that the Trustee authorize Claimant to proceed as a Litigation Claimant, and to treat Claimant’s Abuse Claim as a Litigation Claim in accordance with the terms of the Plan and as set forth in this Agreement;

WHEREAS, the Trustee, after consultation with the Diocese, believes in good faith that Claimant’s Abuse Claim is covered, in whole or in part, by one or more policies of insurance issued by a Non-Settling Insurer; and

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

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Plan and in any order confirming the Plan (the “Confirmation Order”). ~~An index of such defined terms is attached for convenience as Schedule 1 hereto.~~ In the event of any inconsistency between this Agreement (including any schedule attached hereto) and the Plan and/or Confirmation Order, the Plan and/or Confirmation order shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

1. Authorization to Proceed as Litigation Claimant. Subject to the limitations and conditions set forth in this Agreement and in the Plan, the Trustee hereby authorizes Claimant to pursue his or her Abuse Claim as a Litigation Claim.

2. Conduct of Litigation. Claimant may, at Claimant's sole cost and expense, commence or continue prosecution of an Abuse Action against the Diocese and/or a Participating Party, or any Non-Settling Insurer, as such Persons are identified on Schedule 21 hereto, in any court of competent jurisdiction, solely for the purposes of (a) determining any liability that such Persons may have with respect to Claimant's Litigation Claim, (b) determining the amount of that liability, and (c) to pursue Insurance Claims against any Non-Settling Insurers.

3. Limited Recourse. Any Litigation Award obtained by Claimant, including, without limitation, any judgment or verdict in respect of Claimant's Litigation Claim, shall not be enforced against (a) the Diocese, the Reorganized Diocese ~~or~~, any Participating Party, any Settling Insurer, any Settling Insurer Releasee, or any of their respective Related Persons, (b) any of the non-insurance property or assets of the Diocese or any Participating Party, ~~or~~ (c) the Residual Assets and any other property or assets that are vested with the Reorganized Diocese pursuant to the Plan, or (d) any property or assets of any Settling Insurer, Settling Insurer Releasee, or any Settling Insurer Related Person. Claimant covenants and agrees to take any action reasonably requested to enable the Diocese, the Reorganized Diocese, or any Participating Party (or any successor entity) to transfer, mortgage, or otherwise encumber any real or personal property free and clear of any judgment Lien.

4. Defenses Preserved; No Estoppel or Preclusion. Nothing in the Plan shall prevent the Diocese or any Participating Party from asserting any legal or factual defenses they may have in response to Claimant's Litigation Claim. Any determination by the Abuse Claims Reviewer of Claimant's qualification to receive Distributions under the Plan, estimation of Claimant's Claim, and, if applicable, payment of partial Distributions, shall not impair Claimant's right to obtain a judgment, including a judgment based on joint and several liability, against any of the parties listed on Schedule 21 hereto, *provided, however*, that (i) recourse against the Diocese and any Participating Party shall be limited as set forth herein and in the Plan, and (ii) for purposes of establishing the Diocese's and/or a Participating Party's liability on Claimant's Litigation Claim, any judgment awarded to Claimant shall be reduced by the amount of Trust Distributions (if any) already paid by the Trust to Claimant on his or her Litigation Claim. Neither the Abuse Claims Reviewer's review of an Abuse Claim and determination of qualification, nor the Trust's estimation of Claimant's Claim, nor the payment of any Distributions shall: (i) constitute a trial, an adjudication on the merits, or evidence of liability or damages in any litigation between the Claimant and the Diocese or the Participating Parties, Non-Settling Insurers, or any other Person, or (ii) constitute, or be deemed, a determination of the reasonableness of the amount of Claimant's Claim, either individually or in the aggregate with other Litigation Claims, in any coverage litigation with any Non-Settling Insurers. The Trust's estimation of Claimant's Claim and payment of Trust Distributions does not create an admission of the fact of liability, or the extent of damages, on behalf of the Diocese and/or any Participating Parties.

5. Withdrawal of Litigation Claim; Discharge and release.

- a. Claimant may withdraw his or her election to be a Litigation Claimant at any time by written notice to the Trustee and the Reorganized Diocese. Upon providing such notice, Claimant's determination not to proceed as a Litigation Claimant shall be irrevocable.
- b. Claimant hereby acknowledges and agrees that any Claim Claimant may hold against the Diocese and/or any Participating Parties shall

automatically be deemed to be waived, discharged and released upon the occurrence of the Abuse Claim Discharge Date applicable to Claimant's Claim pursuant to Section 12.2.3 of the Plan.

6. Expenses; Third Party Beneficiaries.

- a. Each of the Protected Parties, including, without limitation, the Diocese, the Reorganized Diocese, the Participating Parties, and each Settling Insurer, shall be intended third party beneficiaries of this Agreement, and shall have the right to enforce the terms hereof in any court of competent jurisdiction.
- b. Any and all DOR Entities' Post-Effective Date Costs incurred by the Diocese, the Reorganized Diocese, or any Participating Party in connection with responding to, prosecuting or defending Claimant's Litigation Claim shall be paid by the Trust in accordance with the provisions of the Plan.
- c. The Trustee shall provide a copy of this Agreement to the Reorganized Diocese upon execution hereof, and to any other Protected Parties upon request.

[signature page follows]

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

Dated: _____, 2025

Signature

Print or type name of Claimant

Claim Number (if known)

Address

Accepted and agreed by the Trustee:

ADVISORY TRUST GROUP, LLC

By: _____
~~_____], in his/her capacity as Trustee of~~
~~the [Trust]~~
Name:
Title

SCHEDULE 1

~~Defined Terms from Plan~~

~~{To be provided}~~

SCHEDULE H

Authorized Defendants

[To be provided at time of execution]