

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:

The Roman Catholic Diocese of Syracuse,
New York,

Debtor.

Case No. 20-30663

Chapter 11

**NOTICE OF FILING OF PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER CONFIRMING FIRST MODIFIED
FIFTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
FOR THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NEW YORK**

PLEASE TAKE NOTICE that on November 27, 2024, The Roman Catholic Diocese of Syracuse, New York (the “Diocese”) and the Official Committee of Unsecured Creditors (the “Committee”), and together with the Diocese, the “Plan Proponents” filed the *Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York Dated November 27, 2024* [Docket No. 2337] (the “Joint Plan”).

PLEASE TAKE NOTICE that on July 25, 2025, the Plan Proponents filed a *Notice of Proposed Modifications to the Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York* [Docket No. 2977], containing certain modifications to the Joint Plan (the “Modified Joint Plan”).

PLEASE TAKE FURTHER NOTICE that in advance of the adjourned hearing to consider confirmation of the Modified Joint Plan, currently scheduled for August 27, 2025 at 10:00 a.m., the Diocese and the Committee, as Plan Proponents, hereby submit their proposed *Findings of Fact, Conclusions of Law and Order Confirming the First Modified Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York* (the “Proposed Confirmation Order”), a copy of which is attached hereto as ***Exhibit A***.

PLEASE TAKE FURTHER NOTICE THAT the Plan Proponents reserve all rights with respect to the Modified Joint Plan, and Proposed Confirmation Order, including the right to amend, modify, or otherwise supplement the Proposed Confirmation Order.

Dated: August 21, 2025
Syracuse, New York

BOND, SCHOENECK & KING, PLLC

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Exhibit A

(Proposed Confirmation Order)

Debtor.

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER CONFIRMING FIRST MODIFIED FIFTH
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
FOR THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NEW YORK**

The Roman Catholic Diocese of Syracuse, New York (“Diocese”) having filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code, §§ 101 *et seq.*, as amended (the “Bankruptcy Code”) on June 19, 2020 (the “Petition Date”); and the Diocese, along with the along with the Official Committee of Unsecured Creditors (the “Committee”, and with the Diocese, the “Plan Proponents”) having filed their *First Modified Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York* dated July __, 2025 [Docket No.____] (the “Joint Plan”); and the Court having approved the Diocese’s proposed solicitation and voting procedures [Docket No. 2398] (the “Disclosure Statement Order”) and the adequacy of the information contained in the *Disclosure Statement in Support of Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York* dated November 27, 2024 (the “Disclosure Statement”); and the Court on April 28, 2025 at 10:00 a.m., June 2, 2025 at 10:00 a.m., July 2, 2025 at 10:00 a.m., and August 27, 2025 at 10:00 a.m. (all prevailing Eastern time) having held hearings to consider confirmation of the Joint Plan pursuant to section 1129 of the Bankruptcy Code (collectively, the “Confirmation Hearing”); and the Court having reviewed the *Declaration*

of Alexa Westmoreland, a Director at Stretto, Inc. Regarding the Solicitation and Tabulation of Ballots Cast on the Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York [Docket No. 2668] and the *Amended Declaration of Alexa Westmoreland, a Director at Stretto, Inc. Regarding the Solicitation and Tabulation of Ballots Cast on the Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York* [Docket No. 2767] (collectively, the “Ballot Certification”); and all required notice of the foregoing having been given by the Diocese [Docket Nos. 2411, 2441, 2445, 2455, 2456, 2458, 2487, and 2488]; and upon the record of the proceedings throughout the Diocese’s chapter 11 proceeding (the “Chapter 11 Case”) and at the Confirmation Hearing; and the Court having heard and considered the statements of counsel at the Confirmation Hearing supporting and objecting to confirmation of the Joint Plan, along with all testimony presented and evidence admitted at the Confirmation Hearing; and the Court having taken judicial notice of the docket of the Chapter 11 Case maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the Court during the pendency of the Chapter 11 Case, including, without limitation, the hearing to consider the adequacy of the Disclosure Statement; and with the Court finding, after due deliberation, that (a) all objections to confirmation of the Joint Plan have been withdrawn, resolved or overruled, including the objections [Docket Nos. 2772, 2773, 2774, 2778] of certain Settling Insurers (as defined in the Joint Plan) that were withdrawn in accordance with the terms of the settlements in principle described in various letters to the Court [Docket Nos. 2837, 2848, 2849, 2852, 2853, 2854]; (b) notice of the Confirmation Hearing, and the opportunity provided to all parties in interest to object and be heard, was adequate and appropriate as to all parties affected by the Joint Plan, and (c) that the legal and factual bases set forth at the Confirmation

Hearing and as set forth in this Confirmation Order establish just cause for the relief granted in this Confirmation Order; and upon due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:

I. Findings of Fact and Conclusion of Law

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any finding of fact shall later be determined to be a conclusion of law it shall be so deemed and vice versa. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Joint Plan.

II. Jurisdiction and Venue

B. This Court has jurisdiction over the Joint Plan and Confirmation of the Joint Plan pursuant to 28 U.S.C. §§ 157 and 1334. Confirmation of the Joint Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L). Venue of the Chapter 11 Case is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Confirmation Order shall be a final order of this Court. Solely to the extent the District Court or any higher appellate court determines that this Court lacks jurisdiction to enter a final order on any matter addressed herein, this Confirmation Order shall constitute the Court's proposed findings of fact and conclusions of law in accordance with 28 U.S.C. § 157(c)(1) and Bankruptcy Rule 9033.

III. Bankruptcy Rule 3016

C. The Joint Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Diocese appropriately filed the Disclosure Statement and the Plan with this Court, thereby satisfying Bankruptcy Rule 3016(b).

IV. Solicitation and Notice

D. In accordance with Bankruptcy Rule 3017(d) and the Disclosure Statement Order, copies of the (i) the Disclosure Statement Order (excluding exhibits); (ii) a Ballot to accept or reject the Joint Plan, with instructions and a return envelope; and (iii) the Disclosure Statement and Joint Plan; and (iv) the notice of the Confirmation Hearing (collectively, the “Solicitation Package”) were transmitted to holders of Claims in Classes 1, 2, 4, and 5 under the Joint Plan (collectively, the “Voting Classes”). Such transmittal and the Solicitation Package, and the time periods and dates provided therein and employed in connection therewith, were timely, sufficient and adequate and no other or further notice or action is required.

E. In accordance with the Disclosure Statement Order, the applicable sections of the Bankruptcy Code and the Bankruptcy Rules, including, but not limited to, Bankruptcy Rules 2002, 3017 and 3020, due notice of the Confirmation Hearing and the opportunity to object to confirmation of the Joint Plan was given to the Diocese’s creditors and all other parties in interest, including holders of Claims or Interests in Non-Voting Classes or Unclassified Claims. Such notice of the Confirmation Hearing and the opportunity to object to confirmation of the Joint Plan was timely, sufficient and adequate, and no other or further notice is required.

V. Ballot Certification and Creditor Consent

F. The Plan designates Claims in Class 1, 2, 4, and 5 as Impaired and entitled the Holders of such Claims and Interests to vote on the Plan. As set forth in the Ballot Certification: (a) 100% of voting creditors in Classes 1, 4, and 5 voted to accept the Joint Plan; and (b) Class 2 did not vote on the Joint Plan.¹ Accordingly, Classes 1, 4, and 5 voted to accept the Plan in the number and amount required by section 1126 of the Bankruptcy Code, and Class 2, has accepted the Plan by submitting a late ballot.

¹ Pursuant to the letter filed by counsel for NBT, the only Class 2 Claimant, NBT has accepted the Plan and filed a late Class 2 Ballot. *See* Docket No. 2844 attaching a copy of the Class 2 Ballot accepting the Plan.

G. For the reasons set forth in the Court's *Order Denying Approval of the Disclosure Statement in Support of Fourth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York dated September 13, 2024*, 667 B.R. 628 (Bankr. N.D.N.Y. 2024), the Court's Disclosure Statement Order approved an opt-out mechanism as the appropriate method, under the facts and circumstances of this Chapter 11 Case, for determining whether holders of Class 5 Claims have consented to the Joint Plan's third-party release and injunction provisions. No holder of a Class 5 Claim who submitted a ballot indicated an intention to withhold consent to such release and injunction provisions, nor did any holder of a Class 5 Claim otherwise raise any objections to Confirmation of the Joint Plan. On April 10, 2025, the Unknown Claims Representative elected to treat all Unknown Abuse Claims as Consenting Abuse Claims [Docket No. 2758]. Accordingly, each and every holder of a Class 5 Claim is deemed to consent to the injunctions and releases set forth in the Joint Plan and in this Confirmation Order.

H. All procedures used by Stretto, Inc. to distribute to the applicable holders of Claims in the Voting Classes and to tabulate the Ballots as set forth in the Ballot Certification, were fair and appropriate and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court, the Disclosure Statement Order and all other applicable rules, laws and regulations.

VI. Good Faith Solicitation

I. Based upon the record before this Court in this Chapter 11 Case, the Exculpated Parties have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all their respective activities relating to the solicitation of acceptances to the Joint Plan and their participation in the activities described in section 1125 of the Bankruptcy

Code. Without limiting the generality of the foregoing, votes for acceptance or rejection of the Joint Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the applicable provisions of the Disclosure Statement, the Disclosure Statement Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws and regulations. Accordingly, the Exculpated Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in the Joint Plan on the terms set forth therein.

VII. Plan Supplement

J. The documents identified in the Plan Supplement are integral to the Joint Plan and were filed as required. Notice of such documents was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and complied with the provisions of the Joint Plan, the Disclosure Statement Order, the Bankruptcy Code, and the Bankruptcy Rules. No other or further notice is required with respect to the Plan Supplement.

VIII. Modifications to Joint Plan

K. Pursuant to, and in compliance with, section 1127 of the Bankruptcy Code, the Plan Proponents have proposed certain “Modifications” to the Joint Plan as reflected therein and as described in the *Motion for Entry of an Order Approving Modifications to the Fifth Amended Joint Chapter 11 Plan of Reorganization for The Roman Catholic Diocese of Syracuse, New York Dated November 27, 2024* [Dkt. No. 2924]. In accordance with Bankruptcy Rule 3019, the Modifications do not: (a) constitute material modifications of the Joint Plan under section 1127 of the Bankruptcy Code; (b) cause the Joint Plan to fail to meet the requirements of sections 1122 or 1123 of the Bankruptcy Code; (c) materially or adversely affect or change the treatment of any Claims; (d) require re-solicitation of any Holders of Claims; or (e) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the

Joint Plan. Under the circumstances, the form and manner of notice of the Modifications were adequate, and no other or further notice of the Modifications is necessary or required.

L. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims that voted to accept the Joint Plan or that are conclusively presumed to have accepted the Joint Plan, as applicable, are deemed to have accepted the Joint Plan as modified by the Modifications. No Holder of a Claim that has voted to accept the Joint Plan shall be permitted to change its acceptance to a rejection as a consequence of the Modifications.

M. To the extent this Confirmation Order contains further modifications to the Joint Plan, such modifications were made to address objections and informal comments received from various parties-in-interest. These and all other modifications to the Joint Plan since the entry of the Disclosure Statement Order are consistent with all applicable provisions of the Bankruptcy Code. The disclosure of any modifications prior to or on the record at the Confirmation Hearing, with an opportunity to be heard with respect to such modifications at the Confirmation Hearing, constitutes due and sufficient notice of such modifications. The Joint Plan as modified constitutes the Joint Plan submitted for Confirmation.

IX. Insurance Settlements

N. The Insurance Settlement Agreements with the Settling Insurers are the result of long-term negotiations amongst the parties.

O. Each Settling Insurer, as a condition precedent to such Settling Insurer's entry into its Insurance Settlement Agreement and payment of the Insurance Settlement Amount thereunder, required that the Diocese obtain for such Settling Insurer the benefit of the Channeling Injunction, Settling Insurer Injunction, and Gatekeeper Injunction. The Channeled Claims and Barred Claims that are subject to the Channeling Injunction and Settling Insurer Injunction, respectively, are within the jurisdiction of this Court because such Claims could

affect the estate. *See In re Commercial Express*, 670 B.R. 573, 2025 Bankr. LEXIS 1261 at *14 (Bankr. M.D. Fla. May 22, 2025) (“Because a bankruptcy court’s ‘related to’ jurisdiction supplied by 28 U.S.C. § 1334 extends to any controversy having a conceivable impact upon a bankruptcy estate, the bankruptcy court had subject matter jurisdiction to grant injunctive relief.”) (citing *Munford v. Munford (In re Munford, Inc.)*, 97 F.3d 449, 453 (11th Cir. 1996)).

P. The Purchased Property described in each Insurance Settlement Agreement is subject to the Bankruptcy Court’s *in rem* jurisdiction over the Diocese’s bankruptcy estate. Each Settling Insurer has purchased or is purchasing its Purchased Property pursuant to the terms of that Settling Insurer’s Insurance Settlement Agreement; none of the Settling Insurers is purchasing any other assets of the Diocese or Participating Parties, nor is any Settling Insurer a continuation of the Diocese or Participating Parties.

Q. No Settling Insurer is, nor shall any Settling Insurer be deemed to be, a successor to the Diocese or any of the Participating Parties by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in such Settling Insurer’s Insurance Settlement Agreement, the Joint Plan, or otherwise. No Settling Insurer shall assume, nor shall any Settling Insurer be deemed to have assumed, any liabilities or other obligations of the Diocese or Participating Parties.

X. Trust

R. On and after the Effective Date, the Trust shall be administered and implemented by the Trustee as provided in the Trust Documents and Joint Plan.

S. The Trustee shall implement the Allocation Protocol in accordance with the terms of the Trust Documents. The Allocation Protocol was developed by the Committee and was not developed by, or submitted for the approval of, any of the Settling Insurers, nor are the Settling Insurers deemed to have accepted or acquiesced in the adoption of the Allocation Protocol. For

the avoidance of doubt, the Insurance Settlement Agreements do not indicate the Settling Insurers' support for the Allocation Protocol, and no party shall argue that the Settling Insurers agreed to or acquiesced in the terms or use of the Allocation Protocol in any proceeding; the Settling Insurers take no position on the Allocation Protocol.

XI. Burden of Proof

T. The Diocese and Committee, as the proponents of the Joint Plan, have met their burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard in this Court for Confirmation of the Joint Plan.

XII. Plan Compliance with the Bankruptcy Code

U. The Joint Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code.

XIII. Compliance with Provisions of Bankruptcy Code (11 U.S.C. § 1129(a)(1))

V. As required by section 1129(a)(1) of the Bankruptcy Code, the Joint Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123.

W. *Proper Classification, Specificity, and Treatment (11 U.S.C. §§ 1122 and 1123(a)(1)-(a)(4))*. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Section 2 of the Joint Plan designates separate classes of Claims, each of which contains only Claims that are substantially similar to the other Claims within that Class. Valid business, factual and legal reasons exist for separately classifying the various classes of Claims contained in the Joint Plan, and such Classes do not unfairly discriminate among holders of Claims. Pursuant to sections 1123(a)(2) and 1123(a)(3) of the Bankruptcy Code, Section 2 of the Joint Plan identifies each Class that is impaired and each Class that is unimpaired under the Joint Plan, and specifies the

treatment provided to each Class. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Section 2 of the Joint Plan provides for the same treatment of each Claim in a particular Class, except to the extent the Holder of such a Claim agrees to less favorable treatment. The Joint Plan, therefore, satisfies sections 1122 and 1123(a)(1)-(a)(4) of the Bankruptcy Code.

X. ***Implementation of the Plan (11 U.S.C. § 1123(a)(5)).*** The Joint Plan and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the Joint Plan's implementation, including, without limitation: (a) consummation of the Insurance Settlement Agreements; (b) funding for distributions under the Joint Plan; (c) creation of the Trust; and (d) resolution of Abuse Claims. The Plan, therefore, satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

Y. ***Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)).*** The organizational documents of the Diocese do not provide for the issuance of non-voting equity securities. The Joint Plan, therefore, satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

Z. ***Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)).*** Section 12.16 of the Joint Plan identifies the members and trustees of the Diocese and the persons proposed to serve as officers of the Diocese post-confirmation, which are the same persons holding such roles during the pendency of the Chapter 11 Cases. The Joint Plan, therefore, satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

AA. ***Discretionary Contents of the Plan (11 U.S.C. § 1123(b)).*** The other provisions of the Joint Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code. The Joint Plan, therefore, satisfies the requirements of section 1123(b) of the Bankruptcy Code. The failure to specifically address a provision of the Bankruptcy Code in this Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order, or the Joint Plan.

a) Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2))

BB. Except as otherwise set forth in the Joint Plan, this Confirmation Order, or any Insurance Settlement Agreement, each executory contract or unexpired lease of the Diocese that was not previously assumed or rejected pursuant to an order of the Bankruptcy Court, and that has not expired by its own terms before the Effective Date, shall be deemed to be assumed by the Diocese on the Effective Date. Section 9.7 of the Joint Plan governing assumption and rejection of executory contracts and unexpired leases satisfies the requirements of section 365(b) of the Bankruptcy Code.

b) Exculpation, Injunctions, and Preservation of Claims and Causes of Action (11 U.S.C. § 1123(b)(3))

CC. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the discharge, compromises, exculpations and injunctions set forth in the Joint Plan, including Section 12 of the Joint Plan. Sections 105(a), 363, 1123(b), and 1125(e) of the Bankruptcy Code permit the issuance of the injunctions and approval of the exculpations, and injunctions set forth in the Joint Plan and the Confirmation Order.

DD. Based upon the record of the Chapter 11 Case, the evidence proffered or adduced at the Confirmation Hearing, and the specific facts and equities of this Chapter 11 Case, the Court finds that the discharge, compromises, exculpations, releases, and injunctions set forth in the Joint Plan and the Confirmation Order (including the Channeling Injunction, Settling Insurer Injunction, Gatekeeper Injunction and other injunctions, exculpations, and releases detailed in the Joint Plan): (a) are integral components of the Joint Plan and are critical to the successful implementation and confirmation of the Joint Plan; (b) were conspicuously identified in the Diocese's solicitation materials and were overwhelmingly accepted by the Holders of Claims in Classes affected by such provisions; (c) are appropriate in scope, within the standards of the

Second Circuit, and necessary to effectuate the Joint Plan; and (d) are consistent with the Bankruptcy Code and applicable law.

EE. Without limiting the generality of the foregoing, the Diocese and relevant Participating Parties insured under the Settling Insurer Policies would not sell or release their Interests in such Settling Insurer Policies (or other Purchased Property) unless they obtained the benefits of the Channeling Injunction, because to do so would have left them exposed to Abuse Claims, whether or not such Claims are valid and/or coverage exists for such Claims. The Channeling Injunction therefore is necessary to facilitate the consummation of the Insurance Settlement Agreements (and payment to the Trust of the Insurance Settlement Amounts), which in turn is necessary to the Joint Plan; the Insurance Settlement Agreements provide good and valuable consideration to the Diocese's bankruptcy estate and enable distributions to Abuse Claimants. As such, and in light of the narrow tailoring of the Channeling Injunction, which requires that only Channeled Claims against the Protected Parties be brought against the Trust, the Channeling Injunction is necessary to the Joint Plan. For these reasons, the discharge, compromises, exculpations, and injunctions set forth in the Joint Plan and the Confirmation Order should be approved and authorized in their entirety.

FF. In addition, the provisions of the Joint Plan regarding the retention of, and right to enforce, sue on, settle or compromise (or to refuse to do any of the foregoing with respect to) certain claims or causes of action against third parties, to the extent not waived or released under the Joint Plan or any Insurance Settlement Agreement, are appropriate. The assignment of Insurance Claims against Non-Settling Insurers, or alternatively, the retention and prosecution of such claims following confirmation by the Diocese and other Participating Parties as contemplated in the Joint Plan is not prohibited by the Bankruptcy Code.

XIV. The Plan Proponents' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2))

GG. The Plan Proponents have complied with the applicable provisions of the Bankruptcy Code, as required by section 1129(a)(2) of the Bankruptcy Code. Specifically, the Diocese is a proper debtor under section 109(d) of the Bankruptcy Code and the Plan Proponents are proper proponents of the Joint Plan under section 1121(a) of the Bankruptcy Code. Throughout the Chapter 11 Case and, specifically, in transmitting the Solicitation Package and notice of the Confirmation Hearing, and in soliciting and tabulating votes on the Joint Plan, the Diocese has complied with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including as provided or permitted by Orders of this Court.

XV. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3))

HH. The Joint Plan has been proposed in good faith and not by any means forbidden by law. In determining that the Joint Plan has been proposed in good faith, this Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Case. The Chapter 11 Case was filed, and the Joint Plan was proposed, with the legitimate and honest purposes of restructuring the Diocese's assets and liabilities and maximizing the recovery to Claim Holders under the Joint Plan.

II. The Plan Proponents, and their respective present officers, directors, employees, affiliates, and attorneys, along with the Settling Insurers and their respective counsel and advisors: (a) have acted in good faith, and have satisfied their duties to all third persons, as applicable, in connection with the formulation, negotiation, proposal and implementation of the Joint Plan and every contract, instrument, document, or other agreement related thereto, and all actions related to the Chapter 11 Case; and (b) will be acting in good faith in (i) consummating the Joint Plan and the agreements, compromises, transactions, transfers, and documentation

contemplated by the Joint Plan, and (ii) taking any actions authorized, directed, or contemplated by this Confirmation Order. Accordingly, section 1129(a)(3) of the Bankruptcy Code has been satisfied.

XVI. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))

JJ. Any payment made or to be made by the Diocese for services, or for costs and expenses, in or in connection with the Chapter 11 Case, or in connection with the Joint Plan and incident to the Chapter 11 Case that are incurred through the Effective Date, including administrative expense claims under sections 503 and 507 of the Bankruptcy Code, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

XVII. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5))

KK. The Plan Proponents have complied with section 1129(a)(5) of the Bankruptcy Code by disclosing the identity of the officers, directors, and insiders continuing to serve in such roles. The continuance of the proposed officers and directors in such roles for the Diocese is consistent with the interests of the estate and with public policy. Therefore, the Joint Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

XVIII. No Rate Change (11 U.S.C. § 1129(a)(6))

LL. The Joint Plan does not provide for any change in rates over which a governmental regulatory commission has jurisdiction. Accordingly, section 1129(a)(6) of the Bankruptcy Code is either satisfied by or inapplicable to the Joint Plan.

XIX. Best Interests of Creditors (11 U.S.C. § 1129(a)(7))

MM. The Disclosure Statement and Joint Plan establish that each holder of an impaired Claim either has accepted the Joint Plan or will receive or retain under the Joint Plan, on account of such Claim, property of a value, as of the Effective Date, that is not less than the amount that

such holder would receive or retain if the Diocese were liquidated under chapter 7 of the Bankruptcy Code on such date. Therefore, the Joint Plan satisfies section 1129(a)(7) of the Bankruptcy Code.

XX. Acceptance by Certain Classes (11 U.S.C. §1129(a)(8))

NN. Section 1129(a)(8) of the Bankruptcy Code requires that for each Class of Claims or Interests under the Joint Plan, such Class has either accepted the Joint Plan or is not Impaired under the Joint Plan. Impaired Classes 1, 2, 4, and 5 have voted to accept the Joint Plan. However, Impaired Class 6 is deemed to have rejected the Joint Plan, therefore the Court must consider the confirmation of the Joint Plan over the nonacceptance of Class 6 as an impaired class pursuant to section 1129(b) of the Bankruptcy Code (as set forth below). Holders of Administrative Claims, Priority Tax Claims, Non-Tax Priority Claims, Professional Fee Claims, U.S. Trustee Fee Claims, and Pass-Through Claims are unimpaired under the Joint Plan and, pursuant to section 1126(f) of the Bankruptcy Code, the votes of such holders have not been solicited as such Classes are conclusively presumed to have accepted the Joint Plan.

XXI. Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code (11 U.S.C. § 1129(a)(9))

OO. The treatment of Administrative Claims, Priority Tax Claims, Non-Tax Priority Claims, Professional Fee Claims, and U.S. Trustee Fee Claims pursuant to Section 2 of the Joint Plan satisfies the requirements of section 1129(a)(9)(A) of the Bankruptcy Code.

XXII. Acceptance by at Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10))

PP. The Joint Plan has been accepted by impaired Classes 1, 2, 4, and 5, and therefore, the Joint Plan has been accepted by at least one class of Impaired Claims entitled to

vote on the Joint Plan, determined without including any acceptances of the Joint Plan by any insider, in compliance with section 1129(a)(10) of the Bankruptcy Code.

XXIII. Feasibility of the Plan (11 U.S.C. § 1129(a)(11))

QQ. The evidence proffered or adduced at the Confirmation Hearing (a) is persuasive and credible, (b) has not been controverted by other evidence, and (c) established that the Joint Plan is feasible, and has a reasonable likelihood of success, in that, after the Effective Date, the Diocese should have adequate capital to fund its ongoing business operations and the Trust should have adequate capital to effect the payments required under the Joint Plan, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

XXIV. Payment of Bankruptcy Fees (11 U.S.C. § 1129(a)(12))

RR. The Joint Plan, as amended by this Confirmation Order, provides for the payment of all fees payable pursuant to section 1930 of title 28 of the United States Code on or before the Effective Date, or as soon as practicable after the Effective Date, in compliance with section 1129(a)(12) of the Bankruptcy Code.

XXV. Retiree Benefits; Other Sections (11 U.S.C. §§ 1129(a)(13)-(15))

SS. Section 1129(a)(13) has been satisfied, as the Joint Plan provides for the continuation of retiree benefits. Sections 1129(a)(14)-(15) of the Bankruptcy Code are inapplicable as the Diocese (i) has no domestic support obligations (1129(a)(14)), and (ii) is not an individual (1129(a)(15)).

XXVI. Nonprofit Corporation (11 U.S.C. § 1129(a)(16))

TT. Section 1129(a)(16) requires that any transfers of property by a not-for-profit corporation shall be made in accordance with any applicable provisions of nonbankruptcy law. All transfers pursuant to the Joint Plan are in accordance with any applicable provisions of nonbankruptcy law, thus satisfying 1129(a)(16) of the Bankruptcy Code. To the extent approval

for any transfer contemplated in the Joint Plan may be required under section 511 or 511-a of the New York State Not-For-Profit Corporation Law, the Bankruptcy Court has jurisdiction to approve, and does hereby approve such transfers, and no further approval of, or authorization from, the New York State Attorney General or the Supreme Court of the State of New York is required.

XXVII. Confirmation of Plan Over Nonacceptance of Impaired Classes (11 U.S.C. § 1129(b))

UU. Class 6 has been presumed to reject the Joint Plan. Class 6 Inbound Contribution Claims are contingent claims, which are mandatorily disallowed and extinguished under the Plan, and no junior class of claimants are receiving payment under the plan. Furthermore, the Joint Plan satisfies all of the requirements of 1129(b) except 1129(a)(8), does not discriminate unfairly against the Class 6 Claimants, and is fair and equitable with respect to Class 6 Claims. The Joint Plan, therefore, satisfies section 1129(b) of the Bankruptcy Code.

XXVIII. Only One Plan (11 U.S.C. § 1129(c))

VV. Other than the Joint Plan, no plan has been filed or is capable of confirmation in the Chapter 11 Case. The Joint Plan, therefore, satisfies the requirements of section 1129(c) of the Bankruptcy Code.

XXIX. Principal Purpose of the Plan; Not a Small Business Case (11 U.S.C. §§ 1129(d), 1129(e))

WW. The principal purpose of the Joint Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933 (15 U.S.C. § 77e), and the Chapter 11 Case is not a small business case. The Joint Plan, therefore, satisfies the requirements of section 1129(d) of the Bankruptcy Code, and section 1129(e) of the Bankruptcy Code is inapplicable.

XXX. Satisfaction of Confirmation Requirements

XX. Based upon the foregoing, the Joint Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code and the Joint Plan should be confirmed.

XXXI. No Successor Liability

YY. Except as otherwise provided in the Joint Plan or Insurance Settlement Agreements, the post-confirmation Diocese shall not be liable for Claims against or liabilities of the Diocese arising prior to the Petition Date, or any Claims against or liabilities of the Participating Parties, including under any theory of successor liability.

XXXII. Retention of Jurisdiction

ZZ. This Court may properly retain jurisdiction over all matters set forth in the Joint Plan, this Confirmation Order, and section 1142 of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Joint Plan, a copy of which is attached hereto as ***Exhibit A***, complies with all applicable provisions of the Bankruptcy Code and applicable Bankruptcy Rules relating to confirmation. The Joint Plan, all provisions thereof, and all exhibits and schedules thereto, are hereby approved and confirmed as having satisfied all of the requirements of chapter 11 of the Bankruptcy Code. For the avoidance of doubt, all modifications or amendments to the Joint Plan since the solicitation thereof (specifically including the Modifications) are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019. The terms of the Joint Plan are incorporated in this Confirmation Order by reference and are an integral part of this Confirmation Order.

2. Pursuant to sections 1123(a), 1141(a), and 1142 of the Bankruptcy Code and the provisions of this Confirmation Order, but subject to the occurrence of the Effective Date, the terms of the Joint Plan (including the exhibits and schedules to, and all documents and agreements created pursuant to, the Joint Plan) and Plan Supplement shall be and hereby are, valid, binding, and enforceable notwithstanding any otherwise applicable non-bankruptcy law. The Plan Proponents may modify, amend, or enter into, as necessary, all documents arising in connection with the Joint Plan, without further order of the Court, subject to and in accordance with the provisions of the Joint Plan (specifically including Section 14.1 thereof).

3. All Claims and Interests shall be, and hereby are, classified and treated as set forth in the Joint Plan. The Joint Plan's classification scheme shall be, and hereby is, approved.

4. The classifications set forth in connection with voting on the Joint Plan: (i) were set forth on the ballots solely for purposes of voting to accept or reject the Joint Plan; (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Joint Plan for distribution purposes; (iii) may not be relied upon by any holder of a Claim as representing the actual classification of such Claims under the Joint Plan for distribution purposes; and (iv) shall not bind the Diocese or the Trust.

5. The treatment of Claims and Interests provided in the Joint Plan is approved.

6. All Holders of Claims are precluded and enjoined from taking any actions to interfere with the implementation and consummation of the Joint Plan.

Objections

7. Any objections (including any reservations of rights contained therein) to confirmation of the Joint Plan that (a) have not been withdrawn, waived, or settled prior to entry of this Confirmation Order, (b) are not cured by the relief granted herein, or (c) have not been

otherwise resolved as stated by the Diocese on the record of the Confirmation Hearing, hereby are overruled on the merits and in their entirety.

Further Action

8. The Plan Proponents, along with their respective professionals, are authorized to take or cause to be taken all actions necessary or appropriate to implement all provisions of, and to consummate, the Joint Plan and to execute, enter into, or otherwise make effective all documents arising in connection therewith, prior to, on and after the Effective Date. All such actions taken or caused to be taken shall be, and hereby are, authorized and approved by the Court such that no further approval, act or action need to be taken under any applicable law, order, rule or regulation, including, without limitation, (i) the incurrence of all obligations contemplated by the Joint Plan and the making of distributions, and (ii) the implementation of all settlements and compromises, as set forth in or contemplated by the Joint Plan.

9. Without limiting the generality of the foregoing, Stretto, Inc., the Court-appointed claims agent in the Chapter 11 Case, is authorized and directed to make such revisions to the official claims register as are necessary to reflect the relief granted in this Confirmation Order.

Plan Supplement

10. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Diocese at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery, and performance thereof by the Diocese are authorized when they are finalized, executed, and delivered. Without further order or authorization of this Court, but subject, if applicable, to the prior approval of the Settling Insurers, the Plan Proponents are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Joint Plan and

Insurance Settlement Agreements. Execution versions of the documents comprising or contemplated by the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all mortgages, Liens, deeds of trust, pledges, and security interests purported to be created thereby.

11. The Diocese shall adopt, institute, and enforce the Child Protection Protocols attached to the Plan Supplement as Exhibit 6.

Establishment of Trust; Payment Authorized

12. Establishment of the Trust in accordance with the Joint Plan and Trust Documents is hereby approved. On and after the Effective Date, the Trust shall be funded with the Trust Assets subject to and in accordance with the terms of the Joint Plan. The Diocese and Participating Parties, as applicable, are authorized to and shall make payments pursuant to the terms of the Joint Plan at such times as are set forth in the Joint Plan.

13. Each Settling Insurer will pay to the Trust the Insurance Settlement Amount set forth in such Settling Insurer's Insurance Settlement Agreement pursuant to the terms and conditions thereof.

14. Except as otherwise provided in this Confirmation Order, the Joint Plan, the Insurance Settlement Agreements, or the Sale Orders, on the Effective Date, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all property of the Estate or otherwise dealt with by the Joint Plan is vested in the Trust and the Diocese, as applicable, as set forth in the Joint Plan, free and clear of all Liens, Interests, and Claims of Creditors.

Insurance Settlement Agreements

15. The terms and provisions of each Insurance Settlement Agreement approved pursuant to a Sale Order entered prior to this Order are incorporated herein as though fully set

forth herein. The terms and provisions of any Insurance Settlement Agreement approved by subsequent order of this Court shall also be deemed to be incorporated herein, except as may be expressly provided in the Sale Order approving such Insurance Settlement Agreement.

16. The Insurance Settlement Agreements approved by this Court (including, without limitation, the releases set forth therein) are binding in all respects upon the Diocese and its Related Persons, the Participating Parties and their Related Persons, the estate, the Trust, the successors of any of the foregoing, and all of the other Diocese Parties (as defined in the Sale Orders), in each case, as set forth in the applicable Insurance Settlement Agreements and Sale Order approving same. The Trustee is hereby ordered to perform the obligations imposed upon the Trustee by such Insurance Settlement Agreements.

17. Without limiting the generality of the foregoing, subject to and upon the occurrence of the Effective Date and satisfaction of all other conditions precedent set forth in each Insurance Settlement Agreement: (a) the releases in the Insurance Settlement Agreements are hereby fully adopted and ratified in all respects; and (b) such releases shall be binding upon the Diocese, Participating Parties, all other Diocese Parties, and the Trust, as and to the extent set forth in the Joint Plan and Insurance Settlement Agreements.

Indemnification Provisions

18. The indemnification and reimbursement provisions in the Joint Plan, including, without limitation, Section 8.14, are hereby approved and are binding (including upon the Trust and Trustee) in all respects.

Discharge

19. Pursuant to section 1141(d)(1) of the Bankruptcy Code, except as otherwise set forth in the Joint Plan, confirmation of the Joint Plan will discharge the Diocese from any debt that arose before the Petition Date whether or not (i) a proof of claim based on such debt was

filed or deemed filed under section 501 of the Bankruptcy Code, (ii) such claim is allowed under section 502 of the Bankruptcy Code, or (iii) the holder of such claim has accepted the Joint Plan.

20. Nothing in the Joint Plan discharges the Diocese from its obligations under the NBT Secured Debt Documents, with the exception of NBT's release of the NBT Lien against the assets of the Diocese pursuant to Section 2.3.2 of the Joint Plan.

21. Nothing in the Joint Plan or this Confirmation Order discharges, releases, exculpates, excuses, or otherwise frees the Diocese or any Participating Party from its obligations under any Insurance Settlement Agreement.

22. Nothing in the Joint Plan or this Confirmation Order discharges, releases, exculpates, excuses, or otherwise frees the Diocese or any Participating Party from any liability they may have to any Person with respect to Abuse that occurred, or is alleged to have occurred, on or after the Petition Date.

Injunctions, Exculpation, and Related Provisions

23. The injunctions, releases, and exculpations set forth in the Joint Plan, including those detailed in Section 12 thereof: (a) are fair and equitable and were given for valuable consideration; (b) are in the best interests of the Diocese and all parties-in-interest; (c) are appropriate and consistent with the Bankruptcy Code and applicable law; (d) are hereby approved and authorized in all respects; and (e) shall be, and hereby are, immediately effective and binding on all Persons and Entities on and after the Effective Date, as and to the extent set forth in the Joint Plan, without further order or action of this Court or any other party.

24. Channeling Injunction. The Channeling Injunction set forth in Section 12.3 of the Joint Plan is hereby approved.

In consideration of the undertakings of the Protected Parties, their contributions to the Trust, and other consideration given, and, where applicable, pursuant to their respective settlements with the Diocese and to

further preserve and promote the agreements between and among the Protected Parties, and to supplement where necessary the injunctive effect of the discharge as provided in sections 524 and 1141 of the Bankruptcy Code, and pursuant to sections 105 and 363 of the Bankruptcy Code:

- (1) any and all Channeled Claims are channeled into the Trust and shall be treated, administered, determined, and resolved under the procedures and protocols and in the amounts established under the Joint Plan and the Trust Agreement as the sole and exclusive remedy for all holders of Channeled Claims; and
- (2) all Persons who have held or asserted, hold or assert, or may in the future hold or assert any Channeled Claims are hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, for the purposes of asserting, enforcing, or attempting to assert or enforce any Channeled Claim against the Protected Parties, including: (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any Channeled Claim against any of the Protected Parties or against the property of any of the Protected Parties; (b) enforcing, attaching, collecting or recovering, or seeking to accomplish any of the preceding, by any manner or means, from any of the Protected Parties or the property of any of the Protected Parties, any judgment, award, decree, or order with respect to any Channeled Claim against any of the Protected Parties; (c) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind relating to any Channeled Claim against any of the Protected Parties, or the property of the Protected Parties; (d) asserting, implementing, or effectuating, any Channeled Claim of any kind against: (i) any obligation due any of the Protected Parties; (ii) any of the Protected Parties; or (iii) the property of any of the Protected Parties; (e) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Joint Plan; or (f) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any of the Protected Parties or the property of the Protected Parties.

Notwithstanding anything to the contrary in this Section 12 or otherwise in the Plan, Litigation Claimants and the Trust shall be permitted to name the Diocese and any Participating Party in any proceeding to resolve whether the Diocese or such Participating Party has liability for a Litigation Claim, and the amount of any such liability, for the purpose of obtaining insurance coverage from Non-Settling Insurers under the Non-Settling Insurer Policies, and for the purpose of pursuing any and all Insurance

Claims against the Non-Settling Insurers. Any such judgments or awards will be turned over to the Trust for distribution in accordance with Section 4.6 of this Plan. For the avoidance of doubt, recourse with respect to any and all Litigation Claims is expressly limited to the proceeds of Non-Settling Insurer Policies and all other costs and/or damages that may be recoverable against any Non-Settling Insurers, as and to the extent permitted by this Plan.

25. Settling Insurer Injunction. The Settling Insurer Injunction set forth in each Sale Order, and referenced in Section 12.4 of the Plan, is hereby adopted and ratified in all respects.

Pursuant to sections 105(a), 363, and 1123 of the Bankruptcy Code, and in consideration of the undertakings of the Settling Insurers pursuant to the Insurance Settlement Agreements, including the Settling Insurers' purchase of the Purchased Property free and clear of all Claims and Interests pursuant to section 363(f) of the Bankruptcy Code, and as and to the extent set forth in the Sale Orders, any and all Persons who have held, now hold, or who may in the future hold any Claims or Interests (including all debt holders, all equity holders, governmental, tax and regulatory authorities, lenders, trade and other creditors, Abuse Claimants, perpetrators, Covered Parties, any other additional insureds or assureds or named insureds or assureds, Non-Settling Insurers, the Diocese, the Participating Parties, and all others holding Claims or Interests of any kind or nature whatsoever, including, without limitation, those Claims released or to be released pursuant to the Insurance Settlement Agreements), which Claims or Interests are under, arise out of, relate to, or connect in any way with an Abuse Claim or any of the Purchased Property, including, without limitation, (a) Abuse Claims (whether Consenting Abuse Claims or Non-Participating Abuse Claims), Unknown Abuse Claims, Insurance Claims, Inbound Contribution Claims, Insurer Contribution Claims, Related Insurance Claims, Released Insurance Claims, Direct Action Claims, Abuse Actions, GMVA Claims, and all other Channeled Claims, (b) the payment of any of the Claims identified previously, including, without limitation, Medicare Claims, and (c) all other Barred Claims or Interests, are, to the maximum extent permitted by law, hereby permanently stayed, enjoined, barred, and restrained from taking any action, directly or indirectly, to assert, enforce or attempt to assert or enforce any such Claim or Interest against any of (x) the Settling Insurer Releasees or any Settling Insurer Related Persons, (y) the assets or property of any Settling Insurer Releasee or any Settling Insurer Related Person, or (z) the Purchased Property, including by:

- (1) commencing or continuing in any manner any action or other proceeding of any kind against any Settling Insurer Releasee or any Settling Insurer Related Person, or against the property or assets of any of the foregoing;

- (2) enforcing, attaching, collecting, or recovering, or seeking to accomplish any of the preceding, by any manner or means, any judgment, award, decree, or order against any Settling Insurer Releasee or any Settling Insurer Related Person, or against the property or assets of any of the foregoing;
- (3) creating, perfecting, or enforcing, or seeking to accomplish any of the preceding, any lien of any kind against any Settling Insurer Releasee or any of Settling Insurer Related Person, or against the property or assets of any of the foregoing;
- (4) asserting, implementing, or effectuating any such Claim of any kind against: (A) any obligation due to any Settling Insurer Releasee or any Settling Insurer Related Person, (B) any Settling Insurer Releasee or any Settling Insurer Related Person, or (C) the property or assets of any Settling Insurer Releasee or any Settling Insurer Related Person;
- (5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of this Order; and
- (6) asserting or accomplishing any setoff, right of indemnity, subrogation, contribution, or recoupment of any kind against an obligation due to any Settling Insurer Releasee, any Settling Insurer Related Person, or against the property or assets of any of the foregoing.

26. Notwithstanding anything to the contrary in the foregoing, the Settling Insurer Injunction does not apply to ISO Exception claims (as and to the extent provided in the Interstate Insurance Settlement Agreement).

27. The Settling Insurer Injunction will be effective with respect to a Settling Insurer only as of the date that the Trust receives the Insurance Settlement Amount from that Settling Insurer pursuant to the terms of that Settling Insurer's Insurance Settlement Agreement. The Settling Insurer Injunction bars pursuit of the above-referenced Claims and actions against the Settling Insurer Releasees, Settling Insurer Related Persons, and property or assets of each (including the Purchased Property), but against no other person or thing; provided, however,

nothing in this Settling Insurer Injunction shall limit, or be deemed or otherwise interpreted to limit, the scope of the discharge or Channeling Injunction in favor of the Protected Parties. The Channeling Injunction is an Integral part of the Plan and is essential to the Plan's consummation and implementation. It is intended that the channeling of the Channeled Claims as provided in Section 12.3 of the Plan shall insure to the benefit of the Protected Parties. In a successful action to enforce the injunctive provisions of Section 12.3 of the Plan in response to a willful violation thereof, the moving party may seek an award of costs (including reasonable attorneys' fees) against the non-moving party, and such other legal or equitable remedies as are just and proper, after notice and a hearing.

28. Exculpation. The exculpation provision set forth in Section 12.9 of the Plan is hereby approved. From and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party shall be released from, any claim by any other Exculpated Party, by any Holder of a Claim, or by any other Party in Interest, for any act or omission (i) that occurred from the Petition Date through the Effective Date in connection with this Chapter 11 Case or (ii) in connection with the preparation and filing of this Chapter 11 Case, the formulation, negotiation, or pursuit of confirmation, of a Joint Plan, the consummation of the Joint Plan, and the administration of the Joint Plan or the property to be distributed under the Joint Plan, except for claims arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Joint Plan. Without limiting the generality of the foregoing, the Committee, the Diocese, and its respective officers, trustees, boards, committee members, employees, attorneys, financial advisors, experts, expert witnesses, and other

professionals shall be entitled to and granted benefits of section 1125(e) of the Bankruptcy Code and the Channeling Injunction. For the avoidance of doubt, this paragraph 28 does not (and shall not be deemed to) exculpate or release the Diocese, any Participating Party, Trustee, or the Trust, from any obligations under the Insurance Settlement Agreements.

29. Gatekeeper Injunction. The Gatekeeper Injunction set forth in Section 12.10 of the Plan is hereby approved.

30. To the extent permitted by law, and subject in all respects to Section 12 of the Joint Plan, no Enjoined Party may commence or pursue against any Protected Party (a) an Abuse Claim or (b) any other Claim or cause of action that arose, arises from, or is related to an Abuse Claim, the Chapter 11 Case, the negotiation of the Joint Plan, the administration of the Joint Plan or property to be distributed under the Joint Plan, the wind-down or reorganization of the business of the Diocese, the administration of the Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or cause of action represents a colorable Claim against a Protected Party and (ii) subject in all respects to the Channeling Injunction and Settling Insurer Injunction, specifically authorizing such Enjoined Party to bring such Claim or cause of action against any such Protected Party. The Bankruptcy Court will have jurisdiction to determine whether a Claim or cause of action is colorable and, to the extent legally permissible and as provided for in Section 13 of the Joint Plan, have jurisdiction to adjudicate the underlying colorable Claim or cause of action. For the avoidance of doubt, this Gatekeeper Injunction does not apply to Claims commenced for the purpose of seeking recovery from Non-Settling Insurers.

31. Releases. Except as otherwise expressly provided in the Joint Plan or this Confirmation Order, and to the fullest extent authorized by applicable law, all Holders of Claims, including Abuse Claims (the “Releasing Parties”), shall be deemed to provide a full release to the

Released Parties and their respective property from any and all Claims relating to the Diocese, the Participating Parties, the Estate, the conduct of the Diocese's and the Protected Parties' businesses, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Disclosure Statement or Joint Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Disclosure Statement, the Joint Plan, the filing and prosecution of the Chapter 11 Case, the pursuit of confirmation and consummation of the Joint Plan, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Joint Plan, the business or contractual arrangements among the Releasing Parties and any Released Party, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date. For the avoidance of doubt, this paragraph 31 does not (and shall not be deemed to) release the Diocese, any Participating Party, the Trustee, or Trust from any obligations under the Insurance Settlement Agreements. The foregoing release shall be effective upon the occurrence of the Effective Date, except that, solely with respect to any Abuse Claim they may hold, each Abuse Claimant will release the Diocese or any Participating Party upon the occurrence of the Abuse Claim Discharge Date applicable to such Abuse Claim. For the further avoidance of doubt, prior to the occurrence of the applicable Abuse Claim Discharge Date and subject to the limitations set forth in the Joint Plan, a duly authorized Litigation Claimant may name the Diocese or any Participating Party in a case or proceeding to adjudicate whether the Diocese or any Participating Party has liability for an Abuse Claim and the amount of any such liability, but that Litigation Claimant's recourse in such case or proceeding shall be limited to the proceeds of any non-Settling Insurer Policies and all other costs and/or damages that may be recoverable against any Non-Settling Insurers. Under no circumstance may a Litigation Claimant or the Trust name, or otherwise pursue, any Settling Insurer Releasees or any Settling Insurer Related Person (in any action or otherwise) for or on

account of a Channeled Claim or Barred Claim following such Settling Insurer's payment of the applicable Insurance Settlement Amount.

Limitations

32. Notwithstanding anything to the contrary herein or the Joint Plan, the following shall apply to Non-Settling Insurers: (a) a Claim by an Abuse Claimant against a Non-Settling Insurer shall not be a Channeled Claim as against such Non-Settling Insurer, *provided* that any Claims that assert liability against a Non-Settling Insurer in conjunction with a Protected Party shall be Channeled Claims as to the Protected Party; (b) a Claim by an Abuse Claimant against a Non-Settling Insurer shall not be released as against the Non-Settling Insurer by operation of the Joint Plan; (c) Non-Settling Insurers shall not be beneficiaries of, or protected by, the Settling Insurer Injunction, and the Settling Insurer Injunction shall not enjoin any Claim against a Non-Settling Insurer, *provided* that any Claims which assert liability against a Non-Settling Insurer in conjunction with a Settling Insurer Releasee or Settling Insurer Related Person shall be subject to the Settling Insurer Injunction as to the Settling Insurer Releasee and Settling Insurer Related Person; (d) the injunctions provided in Section 12.1 and 12.2 of the Joint Plan, and the Gatekeeper Injunction in Section 12.10, shall not enjoin Claims by any Abuse Claimant against a Non-Settling Insurer; and (e) all Claims by any Abuse Claimant against a Non-Settling Insurer are preserved as against the Non-Settling Insurer and are not affected by the terms of the Joint Plan.

Neutrality

33. As set forth in Section 8.8.2 of the Joint Plan:

Nothing in the Joint Plan, the Allocation Protocol, the Trust Documents, the Plan Documents, any Confirmation Order (including any provision in the Confirmation Order), or any judgment, order, finding of fact, conclusion of law, determination or statement (written or verbal, on or off the record) made by the Bankruptcy Court, the District Court, or entered by any other court exercising jurisdiction over the Bankruptcy

Case, including in any judgment, order, writ or opinion entered on appeal from any of the foregoing, shall in any Action brought by or against a Non-Settling Insurer, including the Insurance Coverage Adversary Proceeding:

a. constitute an adjudication, judgment, trial, determination on the merits, finding, or conclusion of law establishing:

(i) or liquidating the liability (in the aggregate or otherwise) of (a) the Diocese, the Participating Parties, or the Trust, with respect to any Abuse Claims; or (b) any Non-Settling Insurer with respect to any Insurance Claim;

(ii) the liability or obligation of the Diocese, Participating Parties, or Trust with respect to any Abuse Claim;

(iii) that the aggregate value of the Abuse Claims is equal to the amount to be paid by the Diocese and/or the Participating Parties into the Trust;

(iv) that it is reasonable, in good faith, or consistent with the terms and conditions of any Non-Settling Insurer Policy for any of the Diocese, the Participating Parties, or the Trust, to settle, allow, assign any value to, liquidate, and/or pay (or present to any Non-Settling Insurer for payment) any Abuse Claim on any terms or conditions contemplated by the Joint Plan, the Allocation Protocol (including any procedures, matrices or criteria used or considered in valuing, estimating or allowing Abuse Claims thereunder), any other Plan Documents, or any other document or agreement;

(v) that the Joint Plan, any other Plan Document, or any other document or agreement (including any procedures, matrices or criteria used or considered in valuing, estimating or allowing Abuse Claims thereunder) are reasonable or consistent with any procedures that were used to evaluate, settle, or pay Abuse Claims against the Diocese and the Participating Parties before the Petition Date or under the terms and conditions of any Non-Settling Insurer Policy or applicable nonbankruptcy law;

(vi) that the conduct of the Diocese, Participating Parties, the Committee, or the Abuse Claimants, in connection with the negotiation, development, settlement and/or implementation of the Joint Plan (including the aggregate value or amount of the DOS Entities' Cash Contribution), the other Plan Documents, or any related documents or agreements was, is, or will be consistent with the terms and conditions of any Non-Settling Insurer Policy or applicable nonbankruptcy law;

(vii) that any Non-Settling Insurer was invited to participate in or participated in, consulted on, negotiated, and/or consented to the Allocation Protocol, the Trust Documents and other Plan Documents; and

b. have any res judicata, collateral estoppel or other preclusive effect with respect to any matter set forth in Section 8.8.2(a) of the Joint Plan, or otherwise prejudice, diminish, impair, or affect (under principles of waiver, estoppel, or otherwise) any defense, Claim or right any Non-Settling Insurer may have under any Non-Settling Insurer Policy or applicable non-bankruptcy law with respect thereto. Without limiting the foregoing, but subject to Section 8.8.4 of the Joint Plan, it is expressly agreed by all Neutrality Parties that the Neutrality Parties are not litigating any issue set forth in Section 8.8.2(a) of the Joint Plan or any other Non-Settling Insurer coverage defenses, rights, obligations, or other coverage issue of any kind in the Chapter 11 Case.

c. constitute a decision on any matter at issue or which may be raised as an issue in any Action by or against a Non-Settling Insurer, including the Insurance Coverage Adversary Proceeding. Thus, any judgment, order, finding of fact, conclusion of law, determination or other statement of the Bankruptcy Court or issued or affirmed by the District Court in this Bankruptcy Case, or entered by any other court exercising jurisdiction over the bankruptcy case, including any Confirmation Order or the Allocation Protocol and/or other Plan Documents and any finding, conclusion or determination entered in connection therewith, is not intended – and shall not be construed – to constitute a finding, conclusion or determination regarding any matter set forth in Section 8.8.2(a) of the Joint Plan or any other issue for any insurance coverage purpose whatsoever, and the Neutrality Parties shall not contend otherwise in any Action by or against a Non-Settling Insurer;

d. subject to Section 8.8.4 of the Joint Plan, impair any Non-Settling Insurer's legal, equitable, or contractual rights under any Non-Settling Insurer Policy or with respect to Insurance Claims, or any policyholder's legal, equitable or contractual rights under any Non-Settling Insurer Policy or with respect to Insurance Claims. The Neutrality Parties shall retain, and be permitted to assert, in any Action against any Non-Settling Insurer, all Claims and/or defenses, including any coverage defenses related to the Abuse Claims, the Insurance Claims and/or the Non-Settling Insurer Policies, notwithstanding any provision of the Joint Plan, Allocation Protocol, the Trust Documents, the other Plan Documents, the Confirmation Order, any findings of fact and/or conclusions of law with respect to the confirmation of the Plan, or any Final Order or opinion entered on appeal from the Confirmation Order; or

e. subject to Section 8.8.4 of the Joint Plan, impair any Non-Settling Insurer's Insurer Contribution Claims, which may be asserted as a defense or counterclaim against the Diocese, the Participating Parties or the Trust (as applicable) in any Action by or against any Non-Settling Insurer, including the Insurance Coverage Adversary Proceeding. To the extent the Insurer Contribution Claims of a Non-Settling Insurer are determined to be valid, the

liability (if any) of such Non-Settling Insurer to the Trust shall be reduced by the amount of such Insurer Contribution Claims. For avoidance of doubt, and notwithstanding anything to the contrary in Section 8.8.2 of the Joint Plan, all Insurer Contribution Claims shall be channeled to the Trust in accordance with Section 12.5.1 of the Joint Plan and no Insurer Contribution Claim shall be the basis for any affirmative recovery against the Diocese or any Protected Party.

No Neutrality Party shall assert anything to the contrary of Section 8.8.2 of the Joint Plan in any Action against a Non-Settling Insurer. Each Neutrality Party shall be entitled to enforce Section 8.8.2 of the Joint Plan.

Judgment Reduction

34. Section 12.5.2 of the Joint Plan is specifically approved and authorized by the Court as necessary and appropriate.

Provisions Related to Litigation Claims

35. The Plan Proponents, Trust, and Trustee are authorized to implement immediately all terms of the Joint Plan necessary to allow Litigation Claims to proceed with litigation in accordance with the Joint Plan.

36. In furtherance of the foregoing, but subject in all respects to the terms of paragraph 38 hereof, the automatic stay arising under section 362(a) of the Bankruptcy Code hereby is modified as and to the limited extent necessary to permit Designated Litigation Claims (as defined below) to proceed prior to the Effective Date but otherwise in accordance with the terms of the Joint Plan. Any expenses reasonably incurred by the Diocese, the Estate, or the Participating Parties, in connection with the foregoing, will act as a credit against, and shall be deducted from, the DOS Entities' Cash Contribution. For the avoidance of doubt, the Diocese will have no obligation to fund the Trust prior to the Effective Date.

37. For purposes of this Confirmation Order, "Designated Litigation Claim" means any Litigation Claim that, at the request of the Committee and on terms acceptable to the Diocese, the Trustee authorizes to proceed pursuant to Section 4.3.1 of the Joint Plan; *provided*,

however, that no Litigation Claim shall be so authorized unless the Holder thereof executes an agreement, in form and substance acceptable to the Diocese and Committee, setting forth the terms and conditions upon which the Designated Litigation Claim shall be allowed to proceed, including any limitations to be imposed upon such Designated Litigation Claim prior to the occurrence of the Effective Date or in the event the Effective Date does not occur.

38. Notwithstanding anything to the contrary in paragraphs 35-37, the automatic stay arising under section 362 of the Bankruptcy Code shall not be lifted or otherwise modified with respect to any Claim that actually, allegedly, or potentially implicates a Settling Insurer Policy, nor shall any such Claim be eligible for selection as a Designated Litigation Claim or otherwise authorized to proceed as a Litigation Claim prior to the Effective Date. To the extent the automatic stay has previously been lifted for a Claim that actually, allegedly, or potentially implicates any Settling Insurer Policy, the automatic stay hereby is reinstated as to such Claim.

Dismissal of Pending Actions

39. Upon the Effective Date, and in accordance with Section 4.10 of the Joint Plan, all Holders of Channeled Claims must dismiss, with prejudice, any pending actions against the Diocese and/or Participating Parties, which are based on Channeled Claims, to the extent a Settling Insurer provides, or is alleged to provide, insurance coverage for such Claims; *provided*, *however*, that such pending actions against the Diocese and/or a Participating Party need not be dismissed to the extent that a Non-Settling Insurer also provides, or is alleged to provide, insurance coverage for such Claims; *provided further* that the continuation of such Claims or actions is subject in all respects to the provisions of the Joint Plan, the Insurance Settlement Agreements, the Sale Orders, and this Confirmation Order.

40. Without limiting the generality of the foregoing, any currently pending Abuse Action, the continuation of which would violate Sections 12.1, 12.2, 12.3, or 12.4 of the Joint

Plan or the releases provided for under the Joint Plan or the Insurance Settlement Agreements, shall be dismissed with prejudice following the Trustee's receipt of an Abuse Claim Release Agreement executed by the applicable Abuse Claimant; *provided* that Litigation Claims (or Abuse Claims that may become Litigation Claims) will be released as against the Diocese and Participating Parties upon the applicable Abuse Claim Discharge Date in accordance with Sections 12.2.3 and 12.7 of the Joint Plan. For the avoidance of doubt, the Holder of a Litigation Claim (or an Abuse Claim that may become a Litigation Claim) may not, under any circumstance, name, or otherwise pursue, any Settling Insurer Releasee or Settling Insurer Related Person (in any such Abuse Action or otherwise) for or on account of a Channeled Claim or Barred Claim following such Settling Insurer's payment of the applicable Insurance Settlement Amount.

Certification Required

41. Counsel for Abuse Claimants shall certify to the Trustee that counsel's fees charged to such Abuse Claimants complies with Rule 1.5 of the New York Rules of Professional Conduct and 22 NYCRR 1015.15. Specifically, counsel for Abuse Claimants shall certify to the Trustee that counsel's fee as to each Abuse Claimant, as a percentage, does not exceed 33 and 1/3 percent of any sum obtained by the Abuse Claimant pursuant to the Joint Plan.

42. To the extent any counsel for an Abuse Claimant does not provide the certification described in paragraph 41 of this Confirmation Order to the Trustee, such counsel's fee shall be reviewed by a retired New York State Supreme Court Justice selected by the Trustee. The cost of such review shall be borne by counsel for the Abuse Claimant who does not provide the certification described in paragraph 41 of this Confirmation Order. Following the review, the Justice shall issue and provide to the Trustee a determination of whether such Abuse Claimant's counsel's fee is reasonable under the circumstances of each case.

43. The Trustee is not authorized to make distributions to Abuse Claimants represented by counsel until the Trustee receives (i) the certification described in paragraph 41 of this Confirmation Order; or (ii) as provided for in paragraph 42 of this Confirmation Order, a determination by a retired New York State Supreme Court Justice that an Abuse Claimant's counsel's fee is reasonable.

Immediate Effect; Waiver of Stay

44. Notwithstanding the stay contemplated by Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062, or otherwise, and except as otherwise provided in section 1141(d) of the Bankruptcy Code, immediately after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the Joint Plan and this Confirmation Order shall be immediately effective, enforceable, and binding upon (a) the Diocese and all successors thereto (specifically including the Trust and Trustee), the Participating Parties, and all of their respective Related Persons and/or Agents; (b) all Persons or Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Joint Plan; (c) any and all non-debtor parties to Executory Contracts or Unexpired Leases with the Diocese; (d) all present and former Holders of Claims and Interests; and (e) all other Persons or Entities affected in any manner by the Joint Plan, in each case regardless of whether such Person or Entity (i) receives or retains any property or interest in property under the Joint Plan, (ii) holds a Claim or Interest that is Impaired under the Joint Plan, (iii) has accepted the Joint Plan, (iv) has failed to vote to accept or reject the Joint Plan or voted to reject the Joint Plan, (v) is entitled to a distribution under the Joint Plan, or (vi) has filed a Proof of Claim in the Chapter 11 Case.

45. For the avoidance of doubt, this Confirmation Order shall be effective and enforceable immediately upon entry; pursuant to, and in accordance with, Bankruptcy Rules

3020(e), 6004(h), 6006(d), and/or 7062, the Court hereby “orders otherwise” (*e.g.*, FED. R. BANKR. P. 3020(e)) and waives in its entirety the stay(s) contemplated by such rules.

Notice of Effective Date; Dissolution of Committee

46. Within ten (10) days after the Effective Date, or as soon as practicable thereafter, the Diocese or its authorized agent shall serve notice of the entry of this Confirmation Order and the occurrence of the Effective Date (the “Notice of Effective Date”). Notwithstanding the foregoing, no service of the Notice of Effective Date shall be required to be made upon any Person to whom the Diocese mailed a (a) notice of the meeting of Creditors under section 341 of the Bankruptcy Code, (b) notice of the bar date for filing Proofs of Claim, or (c) a solicitation package or other solicitation-related notice and, in each instance, received such notice or materials returned by the United States Postal Service marked “undeliverable as addressed,” “moved – left no forwarding address,” “forwarding order expired,” or other similar marking or reason, unless the Diocese has been informed in writing by such person of that Person’s new address. Service of the Notice of Effective Date as provided herein shall constitute good and sufficient notice pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c) of entry of this Confirmation Order and of the relief granted herein and, except as otherwise set forth in this Confirmation Order, no other or further notice need be given.

47. On the Effective Date, the Committee shall be dissolved and its members shall be deemed released and discharged from all further authority, duties, responsibilities, and obligations relating to and arising from or in connection with the Chapter 11 Case or the Joint Plan and its implementation, and the retention and employment of the Committee’s attorneys, financial advisors and other agents shall terminate, except with respect to (i) applications filed under sections 330 and 331 of the Bankruptcy Code, (ii) any motions seeking the enforcement of

the provisions of the Joint Plan or this Confirmation Order, and (iii) any appeals of this Confirmation Order.

No Further Approval Required; Exemption from Certain Taxes and Fees

48. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Joint Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Joint Plan, the Disclosure Statement, and any documents, instruments, or agreements, and any amendments or modifications thereto.

49. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Joint Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment, and all state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation instruments or other documents without the payment of any such tax or governmental assessment. Notwithstanding and without limiting the generality of the foregoing, U.S. Trustee Fees imposed by 28 U.S.C. § 1930(a)(6) shall be paid in accordance with Section 2.1.5 of the Joint Plan.

Miscellaneous

50. The failure to specifically include any particular provision of the Joint Plan in this Confirmation Order will not diminish the effectiveness of such provision, it being the intent of the Court that the Joint Plan is confirmed in its entirety and incorporated in this Confirmation Order by reference.

51. Unless otherwise agreed to in writing, no distribution on account of any Claim, whether allowed on or after the Effective Date, shall be deemed to waive the rights of the Diocese's Estate or the Trustee in connection with any Causes of Action, Avoidance Actions, or other claim against the holder of any Claim receiving such distribution.

52. The Diocese shall have the right, subject to Section 14.1 of the Joint Plan and in accordance with section 1127 of the Bankruptcy Code, to modify the Joint Plan after the Confirmation Date and prior to substantial consummation, by filing a motion on notice as required under the applicable Bankruptcy Rules, and the solicitation of all Creditors and other parties in interest shall not be required unless directed by the Bankruptcy Court.

53. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order and the Joint Plan shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

54. Each term and provision of the Joint Plan, as it may have been altered or interpreted by this Court, is valid and enforceable pursuant to its terms.

55. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by subsequent Order of this Court or any other court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Joint Plan prior to the Diocese's receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Joint Plan and all documents executed pursuant thereto or any amendments or modifications thereto.

56. Subject in all respects to the satisfaction or waiver (by the required parties) of the conditions precedent to the Effective Date set forth in Section 11.1 of the Plan, the Diocese is authorized to consummate the Joint Plan at any time.

57. To the extent of any inconsistency between the provisions of the Joint Plan and this Confirmation Order, the terms and conditions contained in this Confirmation Order shall govern. Notwithstanding anything to the contrary in the foregoing, in the event or to the extent of a conflict between the terms of (a) any Insurance Settlement Agreement, on the one hand, and (b) the Joint Plan (or any document in the Plan Supplement), on the other, the terms of the applicable Insurance Settlement Agreement shall control and govern; and in the event or to the extent of a conflict between (y) any Sale Order, on the one hand, and (z) this Confirmation Order, on the other, the terms of the applicable Sale Order shall control and govern. The provisions of this Confirmation Order are integrated with each other and are nonseverable and mutually dependent unless expressly stated by further Order of this Court.

58. This Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Joint Plan to the fullest extent permitted by law and as long as necessary for the purposes of sections 105(a), 1127, 1142(a) and 1144 of the Bankruptcy Code. Without limiting the generality of the foregoing, the Court shall retain jurisdiction over all matters set forth in Section 13.1 of the Joint Plan, subject to the limitations and provisions set forth therein.

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