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San Francisco, CA 94105

*Counsel for the Debtor  
and Debtor in Possession***UNITED STATES BANKRUPTCY COURT****NORTHERN DISTRICT OF CALIFORNIA****OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF  
OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523

Chapter 11

***CORRECTED NOTICE OF FILING NON-  
BINDING TERM SHEET***

Judge: Hon. William J. Lafferty



**TO THE HONORABLE WILLIAM J. LAFFERTY, UNITED STATES BANKRUPTCY JUDGE  
AND ALL INTERESTED PARTIES AND/OR THEIR COUNSEL OF RECORD:**

The Roman Catholic Bishop of Oakland, a California corporation sole, and the debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 bankruptcy case (the “Chapter 11 Case”), hereby files this *Corrected* Notice of Non-Binding Term Sheet (this “Notice”; a copy of the Non-Binding Term Sheet (the “Term Sheet”) is attached at Exhibit A).<sup>1</sup>

The Debtor has continued to negotiate with various parties, including counsel for the Committee, counsel for various Insurers, and counsel for some individual creditors, through the Mediators Judge Newsome (Ret.), Tim Gallagher and Judge Sontchi (Ret.). These negotiations have not to date resulted in agreement on all terms necessary for a binding consensual settlement between the Debtor and any of these parties. However, significant and material progress toward a fourth amended plan of reorganization has been made.

The attached Term Sheet reflects the following, *inter alia*:

1. Payment by the Debtor and RCWC in the collective amount of \$200 million
2. Payment by certain insurers which would sum up to at least \$42 million
3. The Debtor’s assignment to the survivors’ settlement trust the debtor’s rights and obligations under its insurance policies in substantially the same form as the insurance assignment in the confirmed plan in *In re Madison Square Boys & Girls Club, Inc.* Case No. 22-10910 (SHL) (Doc. 574)

The Debtor files the attached Term Sheet to make clear – to the survivors of sexual abuse who are creditors, all parties-in-interest to this Chapter 11 Case, and to this Court – the Debtor is willing to settle this Chapter 11 Case on these terms. The contribution by the Debtor and RCWC of \$200 million to fund a settlement is fair and equitable because it would compensate survivors of sexual abuse who are creditors and would permit the diocese to continue its ministry to the more than 500,000 faithful within and around the diocese. In addition, the Term Sheet reflects certain of the insurers would pay at least the sum of \$42

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<sup>1</sup> The Notice filed at Docket No. 2504 inadvertently included a version of Exhibit A with an incorrect page 2. This corrected Notice is filed to address that clerical error and has no other changes.

1 million toward a settlement. Combined, this represents **\$242 million, and applied to 345 claims in this**  
2 **Chapter 11 Case equates to an average recovery per survivor of at least \$700,000 plus an assignment**  
3 **of insurance rights regarding other insurers which could result in more recoveries.** This would pay  
4 sexual abuse survivors who are creditors in this Chapter 11 Case an average per-survivor recovery which  
5 substantially exceeds all average diocesan bankruptcies in which at least 200 non-duplicative abuse claims  
6 were filed and in which a consensual plan was confirmed after January 1, 2015. The Debtor is also willing  
7 to commit to adopt the child protection protocols which are made part of the term sheet.

8 The Debtor's purpose in filing this Term Sheet is to implore the Committee and certain of the  
9 insurers who have not signed the Term Sheet one final time to resolve this Chapter 11 Case. The Debtor  
10 believes – and to quote this Court's statement at the November 12, 2025 status conference – it would be  
11 a tragedy for all involved if the Chapter 11 Case is dismissed. The Debtor believes this is especially true  
12 because the Debtor believes the parties are capable of resolving and any and all outstanding issues. But  
13 the Debtor cannot control the outcome of this Chapter 11 Case on its own.

14 The Debtor therefore begs the indulgence of this Honorable Court and requests it hold this Chapter  
15 11 Case open until the status conference scheduled for December 18, 2025, to allow time for all  
16 stakeholders to consider for the last and final time a consensual settlement. The Debtor believes with this  
17 additional week it might obtain the support necessary to present this Court with a proposed plan of  
18 reorganization which this Court can confirm, rather than a dismissal of this Chapter 11 Case.

19 DATED: December 11, 2025

Respectfully submitted,

20 **FOLEY & LARDNER LLP**

21 Eileen R. Ridley

22 Shane J. Moses

23 Ann Marie Uetz

24 Matthew D. Lee

25 Geoffrey S. Goodman

26 Mark C. Moore

27 /s/ Shane J. Moses

28 SHANE J. MOSES

*Counsel for the Debtor  
and Debtor in Possession*

NOTICE OF FILING NON-BINDING TERM SHEET

# EXHIBIT A

***In re The Roman Catholic Bishop of Oakland***  
**Case No. 23-40523 WJL, U.S. Bankruptcy Court for the Northern District of California**

**Non-Binding Term Sheet – Fourth Amended Plan of Organization**

The signatories hereto, The Roman Catholic Bishop of Oakland, a California corporation sole (“RCBO” or the “Debtor”) and parties-in-interest in the Debtor’s chapter 11 case (with the Debtor, the “Parties” and each a “Party”), agree in principle to support and not object to the following material terms in an amended plan of reorganization in RCBO’s bankruptcy case.

Attached hereto as **Exhibit A** is a list of defined terms used but not otherwise defined in this Agreement.

<b><u>Plan Support</u></b>	The Debtor will file (i) a plan of reorganization (the “Plan”) that contains the terms set forth herein, and (ii) a motion to approve this Non-Binding Term Sheet. The Parties shall support such plan and such motion so long as they include the terms set forth herein. This Non-Binding Term Sheet shall not be submitted to the Court unless a sufficient number of Parties executing the Agreement (such number to be determined in the sole discretion of the Debtor) on or before 4:30 pm Pacific Time on December 11, 2025. The Debtor may elect in its sole discretion not to seek confirmation of a Plan in light of any opposition to the terms in this Non-Binding Term Sheet. Before the filing of a Plan, any party may rescind acceptance of this Non-Binding Term Sheet should any other party (whether then a signatory or not) attempt to re-trade any of the terms herein or attached hereto.
<b><u>Restructuring Model and Funding</u></b>	<p>On the Effective Date of the Plan, the Debtor will effectuate a \$55 million exit financing facility with the Roman Catholic Cemeteries of the Diocese of Oakland (“RCC”) secured by assets titled in the name of the Debtor.</p> <p>Also on the Effective Date, the Plan will create a Survivors’ Trust (as described in more detail below) into which the following (the “Survivors’ Trust Assets”) will be transferred for the purpose of realizing returns on Class 4 and Class 5 Claims (defined more fully below):</p> <ul style="list-style-type: none"><li>• Cash contribution from the Debtor in the aggregate amount of \$150,000,000.00 (the “Debtor Contribution”), \$55,000,000.00 to be paid on the Effective Date, the balance to be paid between the Effective Date and the five-year anniversary of the Effective Date, with the minimum amounts to be</li></ul>

	<p>paid on or before each anniversary of the Effective Date as follows:</p> <ul style="list-style-type: none"> <li>○ Year 1: \$2,000,000.00</li> <li>○ Year 2: \$2,000,000.00</li> <li>○ Year 3: \$10,000,000.00</li> <li>○ Year 4: \$35,000,000.00</li> <li>○ Year 5: \$46,000,000.00</li> </ul> <ul style="list-style-type: none"> <li>• Cash contribution from RCWC in the aggregate amount of \$50,000,000.00 (the “RCWC Contribution”), \$7,700,000.00 to be paid on the Effective Date, the balance to be paid between the Effective Date and the five-year anniversary of the Effective Date, with the minimum amounts to be paid on or before each anniversary of the Effective Date as follows: <ul style="list-style-type: none"> <li>○ Year 1: \$3,000,000.00</li> <li>○ Year 2: \$6,000,000.00</li> <li>○ Year 3: \$6,000,000.00</li> <li>○ Year 4: \$13,600,000.00</li> <li>○ Year 5: \$13,700,000.00</li> </ul> </li> <li>• All proceeds of Insurance Settlement Agreements executed as of the Effective Date that provide for contribution of such proceeds to the Survivors’ Trust, all such amounts to be paid on the Effective Date. As of the date of this Non-Binding Term Sheet, Settling Insurers Continental Casualty Company (“CNA”), LMI (as defined in the signature block hereof), and Westport Insurance Corporation, f/k/a Employer Reinsurance Corporation, (each a “Settling Insurer” and together the “Settling Insurers”) have agreed to contribute \$42,547,868 in the aggregate, subject to the negotiation and execution of their respective Insurance Settlement Agreements with the Debtor in a form and substance acceptable to the Debtor and each such Settling Insurer (it being understood that the Diocese of Rochester settlement structure entered into by LMI (for LMI) and Interstate and CNA (for non-LMI Settling Insurers) in that case are acceptable). For the avoidance of doubt, the Debtor will move the Bankruptcy Court to approve the Insurance Settlement Agreements, including, without limitation, supporting with evidence that the</li> </ul>
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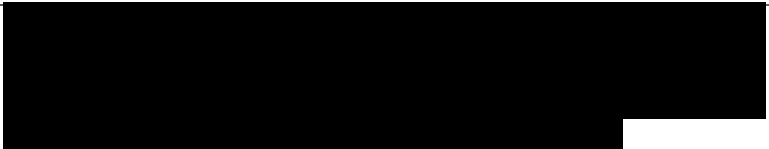

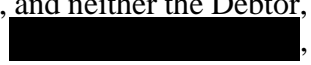
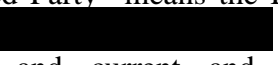
	<p>monetary consideration in the Insurance Settlement Agreements is fair and reasonable.</p> <p>The Debtor and RCWC are authorized, but not required, to transfer payments to the Survivors' Trust before the anniversary milestones set forth above, and to exceed any such milestones. Each may do so in its sole discretion and irrespective of whether the other does so. Notwithstanding the foregoing, should Adventus sell part or all of the Livermore Property before the five-year anniversary of the Effective Date (the "Livermore Option"), then Adventus agrees the net proceeds of each such sale shall be distributed for the benefit of the bankruptcy estate in the following sequence, conditioned on the confirmation and effectiveness of the Plan:</p> <ul style="list-style-type: none"> <li>• <u>First</u>, to Adventus in the amount of its closing costs, including without limitation all professional fees;</li> <li>• <u>Second</u>, to the Survivor's Trust, in an amount not to exceed the balance owed on RCBO and RCWC's aggregate contribution under the Plan;</li> <li>• <u>Third</u>, should any funds remain, to Adventus.</li> </ul> <p>Should one or more sales pursuant to the Livermore Option result, when combined with all previous payments to the Survivors' Trust by RCBO and RCWC in accordance with the Plan, in the Survivors' Trust realizing the full amount owed by RCBO and RCWC under the Plan, then RCBO and RCWC shall thereafter have no further payment obligations to the Survivors' Trust.</p> <div data-bbox="657 1329 1416 1520" style="background-color: black; height: 90px; width: 100%;"></div>
<p><b><u>Treatment of Claims</u></b></p> <div data-bbox="204 1617 631 1772" style="background-color: black; height: 70px; width: 100%;"></div>	<p><b><u>Class 1: RCC Secured Claim</u></b> – unimpaired; claim and security interests ride through the Effective Date.</p> <p><b><u>Class 2: Priority Unsecured Claims</u></b> – unimpaired; paid in full on the Effective Date.</p> <p><b><u>Class 3: General Unsecured Claims</u></b> (non-priority, not Abuse Claims, Unknown Abuse Claims, or Non-Abuse Litigation Claims) – impaired; to be paid from general</p>

	<p>operating revenues of the Reorganized Debtor within 12 months of the Effective Date.</p> <p><b><u>Class 4: Abuse Claims</u></b> (excludes Unknown Abuse Claims) – impaired; Plan will create the Survivors’ Trust to fund payments to Class 4 Claimants with allowed claims related to or arising from allegations of sexual abuse of minors, with each claimant receiving their allocable share of Survivors’ Trust Assets under the Survivors’ Trust Distribution Plan. Payment on an Abuse Claim will constitute payment for damages on account of personal physical injuries or physical sickness under IRC § 104(a)(2).</p> <p><b><u>Class 5: Unknown Abuse Claims</u></b> – impaired; Plan and Survivors’ Trust Distribution Plan will create on the Effective Date a cash reserve of \$5,000,000 (the “Unknown Abuse Claims Reserve”) to fund payments to Class 5 Claimants with allowed claims related to or arising from allegations of sexual abuse of minors for abuse that occurred before the Effective Date but which claims have not yet accrued or which become timely by virtue of passage of a new “claims window” legislation similar to AB 218. Same trustee as the Survivors’ Trust. Payment on an Unknown Abuse Claim will constitute payment for damages on account of personal physical injuries or physical sickness under IRC § 104(a)(2). The Unknown Abuse Claims Reserve will be a “pour-over,” meaning any part of it not used within five years of the Effective Date shall be used to pay additional amounts toward Class 4 claims.</p> <p><b><u>Class 6: Non-Abuse Litigation Claims</u></b> – impaired; membership limited to claimants with active litigation against the Debtor, or based on tort claims alleging personal injury, not related to or arising from allegations of sexual abuse of minors as of the Effective Date. The Plan will establish a litigation claim fund in an amount to be determined out of which Class 6 Claims will be paid <i>pro rata</i>; automatic stay lifted solely as to Class 6 Claims, but recovery limited to a claimant’s <i>pro rata</i> portion of the litigation claim fund and any applicable insurance policies with coverage for the claim.</p> <p><b><u>Class 7A: Contribution and Indemnification Claims Related to Class 4 Claims</u></b> – impaired; consists of contingent claims for contribution, indemnification, or reimbursement arising out of a Class 4 claim. Class 7A members contributing to the Plan (including without</p>
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	<p>limitation to the Survivors' Trust) will receive exculpation under the Plan's exculpation clause and a release from any Class 4 members who do not affirmatively indicate on their plan ballot not to release all claims against them; Class 7A claims will otherwise be disallowed.</p> <p><b><u>Class 7B: Contribution and Indemnification Claims Related to Class 5 Claims</u></b> – impaired; consists of contingent claims for contribution, indemnification, or reimbursement arising out of a Class 5 claim. Class 7B members contributing to the Plan (including without limitation to the Survivors' Trust) will receive exculpation under the Plan's exculpation clause; Class 7B claims will otherwise be disallowed.</p> <p>The Debtor shall receive a discharge on the Effective Date for all claims – whether asserted or unasserted, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed – for conduct occurring before the Effective Date; <u>provided, however</u>, Holders of Abuse Claims shall not release the Debtor [REDACTED] to the extent such Holders wish to pursue recoveries from Non-Settling Insurers on account of such Claims, in which case such Holders may assert claims in a court of competent jurisdiction against the Debtor [REDACTED] in name only and cannot recover any additional amounts from the Debtor [REDACTED] other than what those parties contributed to the Survivors' Trust as provided herein.</p>
<b><u>Insurer Contribution</u></b>	<p>Each Insurer that is a party to this Agreement either:</p> <p>(1) If contributing a monetary settlement as a Settling Insurer, will execute an Insurance Settlement Agreement with the Debtor in a form acceptable to each such Settling Insurer and the Debtor, such Insurance Settlement Agreements to be modeled on the terms of the settlement agreements entered into by LMI (for LMI) and CNA and Interstate (for non-LMI Settling Insurers) in <i>In re Diocese of Rochester</i> and providing, <i>inter alia</i>, that the Settling Insurers are (i) buying back their policies free and clear of interests and claims pursuant to 11 U.S.C. §§ 363(b) and (f), (ii) shall be entitled to the protections afforded under 11 U.S.C. § 363(m) (including all necessary factual findings supporting protection under § 363(m), (iii) shall receive releases from Debtor and RCWC, (iv) shall be treated as Protected</p>

	<p>Parties entitled to the protection of the Channeling Injunction under the Plan, (v) shall be entitled to the protection of an injunction in aid that bars all claims against the Settling Insurers, their related parties and the property and assets of each, and (vi) all persons or entities who are identified as additional insureds in the Settling Insurers' policies must sign the Insurance Settlement Agreements and release the Settling Insurers; or,</p> <p>(2) If not contributing money to the Survivor's Trust on the Effective Date (i.e., a Non-Settling Insurer), agrees that the Debtor may assign to the Survivors' Trust the Debtor's rights, title, interest, claims, benefits, responsibilities, and obligations under or with respect to such Abuse Insurance Policy and the proceeds thereof, such assignment being on terms attached as <b><u>Exhibit B</u></b>.</p> <p>Where a Non-Settling Insurer has asserted, asserts, or could assert any contribution claim against any of the Settling Insurers or the Survivors' Trust, and such contribution claims are determined by the court presiding over such claims to be valid, then any judgment or award obtained against such Non-Settling Insurer by such Holder of an Abuse Claim shall be automatically reduced by the amount, if any, that the Survivors' Trust or any of the Settling Insurers is liable to pay such Non-Settling Insurer as a result of the Non-Settling Insurer's contribution claim, so that the contribution claim is thereby satisfied and extinguished.</p> <p>No Holder of an Abuse Claim shall recover in the aggregate from the Survivors' Trust and any Non-Settling Insurer an amount greater than the amount of the judgment issued by the applicable court of competent jurisdiction on the underlying Abuse Claim.</p> <p>The Debtor, RCWC, and Insurers shall execute such other agreements as may be reasonably necessary to effectuate the insurance assignment and monetary contributions contemplated herein.</p> <p>Those Insurers who are Settling Insurers do not take a position on, and therefore do not consent to, (i) the insurance assignment and terms relating to such or (ii) the plan</p>
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	provisions relating to (a) the timing of Debtor's discharge or (b) judgment reduction.
<b><u>Implementation of Child Protection Protocols</u></b>	The Debtor will implement the child-protection protocols set forth in the draft of the protocols attached hereto as <b><u>Exhibit C</u></b> , as part of the Debtor's non-monetary obligations pursuant to the Plan.
	 
<b><u>Survivors' Trust</u></b>	<p>The Survivors' Trust shall be established and the Trustee (to be named upon agreement of the Parties) shall be appointed as of the Effective Date. The Survivors' Trust shall assume the Debtor and RCWC's liability for all Channeled Claims (Class 4 and Class 5 claims). The Survivors' Trust shall have no liability for claims in any other class under the Plan.</p> <p>The Survivors' Trust will be a "qualified settlement fund" under I.R.C. § 468B.</p> <p>Upon the Effective Date, the Survivors' Trust shall segregate \$5,000,000.00 of the initial cash contribution from the Debtor into the Unknown Abuse Claims Reserve. The Unknown Abuse Claims Reserve shall be maintained for the greater of (i) five years after the Effective Date, and (ii) resolution of all Unknown Abuse Claims submitted to the Trustee within five years after the Effective Date. On that date, the remaining funds in the Unknown Abuse Claims Reserve will be de-segregated and returned to the Survivors' Trust's general accounts, and neither the Debtor, Reorganized Debtor, RCWC, , Survivors' Trust, nor any Settling Insurer shall have any more liability for any Unknown Abuse Claim.</p>
<b><u>Plan Releases</u></b>	"Released Party" means the Debtor, Reorganized Debtor, RCWC,  and each of their successors, assigns, and current and former officers, directors, principals, agents (excludes those accused of committing direct, physical abuse). Does not include Settling Insurers.

	<p><u>Debtor Release:</u> The Debtor, RCWC, and any other additional insureds under the Settling Insurers' policies will release the Released Parties and Settling Insurers.</p> <p><u>Discharge:</u> RCBO [REDACTED] discharges will apply to all conduct occurring before the Effective Date of the Plan.</p>
<b><u>Channeling Injunction</u></b>	<p>Parties covered by the Channeling Injunction: The Debtor, Reorganized Debtor, RCWC, [REDACTED], and Settling Insurers.</p> <p>All claims based upon conduct occurring before the Effective Date of the Plan will be channeled into the Survivors' Trust.</p> <p>Channeled Claims do not include Claims against: (i) an individual accused of direct, physical abuse, (ii) another diocese or archdiocese (besides the Debtor), (iii) Non-Settling Insurers, and (iv) co-defendants in JCCP5108 other than RCBO or RCWC.</p>
<b><u>Conditions Precedent to Confirmation</u></b>	<ol style="list-style-type: none"> <li>1) Final Order finding the Disclosure Statement contains adequate information under Section 1125 of the Bankruptcy Code shall have been entered by the Bankruptcy Court.</li> <li>2) The Plan, Plan Supplement, Disclosure Statement, Survivors' Trust Documents, Survivors' Trust Distribution Plan, any documents evidencing or reflecting non-monetary obligations, including, but not limited to, child-protection protocols, and any other necessary documents or instruments, are acceptable to the Parties.</li> <li>3) The proposed confirmation order is in a form and substance acceptable to the Parties.</li> <li>4) The confirmation order approves the Channeling Injunction and Exculpation Clause.</li> <li>5) Confirmation order discharges and releases RCBO, RCWC, and all Settling Insurers from all claims except as otherwise provided.</li> <li>6) Confirmation order includes a finding of fact that the Debtor, RCWC, any Settling Insurers, and each of their respective present and former members, officers, directors, employees, advisors, attorneys, and agents acted in good faith as to Section 1125(e) of the Bankruptcy Code.</li> <li>7) Confirmation Order and/or the Sale Order includes findings of fact (a) approving the Settling Insurers'</li> </ol>

	<p>buy-back of their policies pursuant to 11 U.S.C. §§ 363(b) and (f), (b) granting the Settling Insurers the protections afforded under 11 U.S.C. § 363(m) (including all necessary factual findings supporting protection under § 363(m), (iii) affirming the releases from Debtor and RCWC in favor of the Settling Insurers, a(iv) treating the Settling Insurers as Protected Parties entitled to the protection of the Channeling Injunction under the Plan, and (v) providing an injunction in aid that bars all claims against the Settling Insurers, their related parties and the property and assets of each.</p>
<p><b><u>Conditions Precedent to Effective Date</u></b></p>	<ol style="list-style-type: none"> <li>1) Confirmation order is entered in form and substance satisfactory to the Parties.</li> <li>2) No material amendments to the Plan or Confirmation Order following entry of the Confirmation Order.</li> <li>3) Confirmation order shall be a final order with no stay then in effect.</li> <li>4) The Sale order shall be a final order with no stay then in effect.</li> <li>5) Execution of all exit financing documents.</li> <li>6) Execution of all documents necessary to establish, administer, and operate the Survivors' Trust.</li> <li>7) The Debtor [REDACTED] shall have obtained all authorizations, consents, certifications, approvals, rulings, opinions or other documents that are necessary to implement and effectuate the Plan, including any and all canonical approvals.</li> <li>8) All actions, documents, and agreements necessary to implement and effectuate the Plan shall have been effected or executed.</li> <li>9) No material amendments to the Plan or Confirmation Order.</li> </ol>
<p><b><u>Miscellaneous</u></b></p>	<p>Subject to the right of any Party to rescind its acceptance of this Term Sheet, the Parties, and each of them, agree to cooperate fully, execute any supplementary documents, and take such additional actions as may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.</p> <p>This Agreement and the exhibits hereto may be amended only by a written instrument executed by all of the Parties or their successors or authorized representatives.</p>

	<p>The Parties each acknowledge that they have read and understand this Agreement, and that they have had the benefit of advice and counsel from attorneys of their own choosing.</p> <p>This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which together will constitute a single document. A facsimile or e-mail (in .pdf or similar format) of any party's signature to this Agreement shall be treated as an original signature for all purposes of this Agreement and shall be fully effective to bind such party to the terms of this Agreement. For the avoidance of doubt, a party may sign this Agreement electronically (i.e., DocuSign or similar program) and such signature shall be treated as an original signature for all purposes of this Agreement and shall be fully effective to bind such party to the terms of this Agreement.</p>
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*[signatures on next page]*

Executed this 11th day of December, 2025.

THE ROMAN CATHOLIC BISHOP OF  
OAKLAND,  
a corporation sole.

*Michael Barber*

Name: Bishop Michael C. Barber, S.J.

Title: Bishop of Oakland

ROMAN CATHOLIC WELFARE  
CORPORATION

Name: Andrew Currier, Ph.D.

Title: Superintendent

ADVENTUS

Name: Attila Bardos

Title: \_\_\_\_\_

CONTINENTAL CASUALTY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

INSURANCE COMPANY OF NORTH  
AMERICA

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WESTCHESTER FIRE INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PACIFIC INDEMNITY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PACIFIC EMPLOYER INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

UNITED STATES FIRE INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRAVELERS CASUALTY AND SURETY  
COMPANY F/K/A AETNA CASUALTY  
& SURETY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA INSURANCE  
GUARANTEE ASSOCIATION

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed this 11th day of December, 2025.

THE ROMAN CATHOLIC BISHOP OF  
OAKLAND,  
a corporation sole.

Name: Bishop Michael C. Barber, S.J.

Title: Bishop of Oakland

ROMAN CATHOLIC WELFARE  
CORPORATION

Name: Andrew Currier, Ph.D.

Title: Superintendent

ADVENTUS

Name: Attila Bardos

Title: CFO

CONTINENTAL CASUALTY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

INSURANCE COMPANY OF NORTH  
AMERICA

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WESTCHESTER FIRE INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PACIFIC INDEMNITY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PACIFIC EMPLOYER INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

UNITED STATES FIRE INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRAVELERS CASUALTY AND SURETY  
COMPANY F/K/A AETNA CASUALTY  
& SURETY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA INSURANCE  
GUARANTEE ASSOCIATION

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Executed this 11th day of December, 2025.

THE ROMAN CATHOLIC BISHOP OF  
OAKLAND,  
a corporation sole.

Name: Bishop Michael C. Barber, S.J.

Title: Bishop of Oakland

ROMAN CATHOLIC WELFARE  
CORPORATION

Name: Andrew Currier, Ph.D.

Title: Superintendent

ADVENTUS

Name: Attila Bardos

Title: \_\_\_\_\_

CONTINENTAL CASUALTY COMPANY



Name: Sean Johnston

Title: Vice President, Claims

INSURANCE COMPANY OF NORTH  
AMERICA

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WESTCHESTER FIRE INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PACIFIC INDEMNITY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PACIFIC EMPLOYER INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

UNITED STATES FIRE INSURANCE  
COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRAVELERS CASUALTY AND SURETY  
COMPANY F/K/A AETNA CASUALTY  
& SURETY COMPANY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CALIFORNIA INSURANCE  
GUARANTEE ASSOCIATION

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RIVER THAMES INSURANCE COMPANY LIMITED

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DOMINION INSURANCE COMPANY LIMITED

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

R&Q GAMMA COMPANY LIMITED (AS PART VII TRANSFEREE OF ANGLO FRENCH LTD.)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMPANHIA DE SEGUROS FIDELIDADE SA (FKA FIDELIDADE INSURANCE COMPANY OF LISBON)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESTPORT INSURANCE CORPORATION, F/K/A EMPLOYERS REINSURANCE CORPORATION

*Ken R. Battis*  
\_\_\_\_\_  
Name: *Ken R. Battis*  
Title: *VP - Claims*

CERTAIN UNDERWRITERS AT  
LLOYD'S, LONDON SUBSCRIBING  
SEVERALLY AND NOT JOINTLY TO  
SLIP NOS. CU 1001, K 66034, K 78138,  
AND CU 3061, CATALINA WORTHING  
INSURANCE LTD F/K/A HFPI (AS PART  
VII TRANSFEREE OF EXCESS  
INSURANCE CO. LTD.), THE OCEAN  
MARINE INSURANCE COMPANY  
LIMITED (AS PART VII TRANSFEREE  
OF THE WORLD AUXILIARY  
INSURANCE CORPORATION  
LIMITED), RIVER THAMES  
INSURANCE COMPANY LIMITED,  
DOMINION INSURANCE COMPANY  
LIMITED, R&Q GAMMA COMPANY  
LIMITED (AS PART VII TRANSFEREE  
OF ANGLO FRENCH LTD.),  
COMPANHIA DE SEGUROS  
FIDELIDADE SA (FKA FIDELIDADE  
INSURANCE COMPANY OF LISBON)  
(COLLECTIVELY "LONDON MARKET  
INSURERS" OR "LMI")

*AGREEMENT CONDITIONED ONLY IF  
LMI ARE APPROVED AS SETTLING  
INSURERS*

Name: Catalina J. Sulejko  
Title: Partner, Clyde & Co US LLP  
(Chicago)

As Limited Attorney-In-Fact For LMI for  
the Purposes of this Term Sheet

WESTPORT INSURANCE  
CORPORATION, F/K/A EMPLOYERS  
REINSURANCE CORPORATION

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMERICAN HOME ASSURANCE CO.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

John-Norman Kalama Houo Ka Ikaika Cobb

Scott Brian Drescher

Jason Jaye

Jenna McCarthy

Kelly O'Lague

David Sheltraw

Judy Roberts

Sherry Waterworth

Steven Woodall

THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A to Non-Binding Term Sheet –**  
**Fourth Amended Plan of Organization**

**DEFINED TERMS**

- **“Abuse Claim”** means any claim relating to, in whole or in part, directly or indirectly, an act of sexual abuse committed by any person before the Effective Date for which the Debtor, RCWC, or any of their respective agents, employees, or representatives is allegedly responsible.
  - **“Abuse Insurance Policies”** means any insurance policy alleged in the Coverage Action to provide insurance coverage for any Abuse Claim.
  - **“Coverage Action”** means the adversary proceeding captioned *In re: The Roman Catholic Bishop of Oakland Insurance Adversary Proceeding Litigation*, Case No. 3:24-cv-00709 (N.D. Cal.).
  - **“Effective Date”** means the first business day after confirmation of the Plan on which all conditions precedent to the effectiveness of the Plan have either been satisfied or waived.
  - **“Holder”** means an individual or entity with ownership or legal control of a claim, including without limitation an Abuse Claim.
  - **“Insurer”** shall mean any defendant in the Coverage Action.
  - **“Insurance Recoveries”** means the rights to any proceeds of an Abuse Insurance Policy, whether pursuant to the policy outright, an Insurance Settlement Agreement, or a judgment, award, decree, or other court or administrative order.
  - **“Insurance Settlement Agreements”** means any settlement agreement between (i) the Debtor and any Settling Insurer, if executed and approved by a final, non-appealable order of the Bankruptcy Court before the Effective Date, which may be the order confirming the Plan or a separate order, or (ii) the Survivors’ Trust and any Settling Insurer, if executed before the Effective Date.
  - **“Livermore Property”** means the real property owned by Adventus having a street address of 3658 Las Colinas Road, Livermore, California, totaling approximately 122.5 acres.
  - **“Non-Settling Insurer”** means any defendant in the Coverage Action who is not a Settling Insurer.
  - **“Reorganized Debtor”** means the Debtor upon the occurrence of the Effective Date and thereafter.
- [REDACTED]
- **“RCWC”** means Roman Catholic Welfare Corporation of Oakland.
  - **“Settling Insurer”** means any defendant in the Coverage Action with whom (i) the Debtor has executed a settlement agreement as of the Effective Date, or (ii) the Survivors’ Trust executes a settlement agreement after the Effective Date.
  - **“Survivors’ Trust”** means the trust created for the benefit of Holders of Class 4 and Class 5 Claims in accordance with this Plan, the Confirmation Order, and the Survivors’ Trust Agreement.
  - **“Survivors’ Trust Distribution Plan”** means the plan and guidelines for distributing liquid assets of the Survivors’ Trust to Holders of Abuse Claims and Unknown Abuse Claims, to be attached to the Plan.

- **“Survivors’ Trust Documents”** means all documents necessary to establish and administer the Survivors’ Trust.
- **“Trustee”** means the person appointed as trustee of the Survivors’ Trust in accordance with the terms of the Plan, the order confirming the Plan, and the Survivors’ Trust Documents, or any of their successors.
- **“Unknown Abuse Claim”** means an Abuse Claim arising out of an alleged act of sexual abuse or similar conduct that occurred on or before the Effective Date for which (a) no proof of claim was filed or deemed timely filed on or before the claims bar date, or (b) a proof of claim was filed after the bar date or otherwise submitted to the Trustee, if such Abuse Claim was not untimely under California state law (e.g. not discovered or reasonably discoverable before the claims bar date, subject to a new law re-opening the claims window).

**Exhibit B to Non-Binding Term Sheet –  
Fourth Amended Plan of Organization**

**Summary of Terms of Insurance Assignment**

The Insurance Assignment will be substantially the same as the insurance assignment in the confirmed plan in *In re Madison Square Boys & Girls Club, Inc.* Case No. 22-10910 (SHL) (Doc. 574) (the “Madison Square Plan” or “MSP”), including but not limited to the provisions set forth below. Citations below are to the relevant section of the Madison Square Plan, unless otherwise notice. Any ambiguity regarding the terms set forth below shall be resolved by reference to the terms of the Madison Square Plan.

Edits in the substantive language below as compared to the Madison Square Plan, which have been made in order to reconcile the terms with the Debtor’s Plan, are identified by blue highlighting and/or bracketed text, except the following edits made throughout: (a) “Compensation Trust” or “Compensation Trustee” to “Survivors’ Trust” or “Survivors’ Trustee”; (b) “Abuse Insurance Company” to “Insurer”; (c) “Insurance Company” including as Settling or Non-Settling, to “Insurer”; (d) “Covered Party” to “Released Party”; (e) “Restructuring Documents” to “Plan Documents”; and (f) references to “Article” to “Section” where appropriate for consistency with Debtor’s Plan.

**Insurance Assignment Provisions:<sup>1</sup>**

**Treatment of Abuse Claimants** – the Plan shall include substantially the following provisions regarding the rights of Holders of Abuse Claims:

- Holders of Abuse Claims shall be forever enjoined and estopped from prosecuting any outstanding, or filing any future, litigation, Claims, or Causes of Action arising out of or related to such Abuse Claims against any of the Released Parties and may not proceed in any manner against any of the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court or any administrative or arbitral forum, and are required to pursue such Abuse Claims solely against the Survivors’ Trust as provided in the Survivors’ Trust Documents; *provided, however*, that, pursuant to Section [13.12 – channeling injunction] hereof, forty-five (45) calendar days after transmitting the Notice of Intent to Pursue Abuse Claims to the Debtor, the Survivors’ Trustee, and the Insurers listed on **Exhibit [ ]**<sup>2</sup>in accordance with the instructions set forth therein, Holders of Abuse Claims whose Claims potentially implicate an Abuse Insurance Policy issued by a Non-Settling Insurer (including but not limited to occurring during the coverage period of an Abuse Insurance Policy issued by a Non-Settling Insurer) may pursue their Abuse Claims in a court of competent jurisdiction against the Debtor and any other defendant in accordance with the terms hereof (which action to pursue an Abuse Claims by the Holder of an Abuse Claim may include the continuation of an action commenced by such Holder of an Abuse Claim against the Debtor and other co-defendants, as applicable, prior to the Petition Date,

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<sup>1</sup> Capitalized terms not defined in the definitions section herein shall have the meaning provided in the Debtor’s Third Amended Plan of Reorganization [Docket No. 1830]

<sup>2</sup> The referenced Exhibit shall be in substantially the form of Exhibit C to the Madison Square Plan.



or the commencement of a new action to the extent no such action to pursue an Abuse Claim was commenced by the Holder of such Abuse Claim prior to the Petition Date), and the Non-Settling Insurer with respect to any applicable Abuse Insurance Policy shall be able to assert each and every available defense (including any Insurance Coverage Defenses) under applicable Law or the applicable Abuse Insurance Policy relating to any Abuse Claim; (MSP Section III.B.4(b)).

- *provided, further* that nothing in this Section [ ] shall impair the rights of any Non-Settling Insurer set forth in Article [rights of non-settling Insurers] of the Plan; (MSP Section III.B.4(b)).
- *provided, further*, that any such Claims are subject to the terms of the Plan and that Claims against the Debtor or a Released Party may be paid solely from the Survivors' Trust Assets and the proceeds of an Abuse Insurance Policy issued by a Non-Settling Insurer and the Holders of such Claims shall have no recovery whatsoever at any time against any Released Party or any property or interest in property of any Released Party beyond Insurance Recoveries. (MSP Section III.B.4(b)).
- Notwithstanding the above, to preserve coverage under any Non-Settling Insurer's Abuse Insurance Policies, Holders of Class 4 Claims specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any other Released Party that implicate coverage under any Non-Settling Insurer's Abuse Insurance Policies, but recovery is limited to the proceeds of the Non-Settling Insurer's Abuse Insurance Policies and all other damages (including extra-contractual damages), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of their conduct regarding Insurance Coverage for, or defense or settlement of, any Abuse Claim, and recoveries for any such judgments or awards will be against only the Non-Settling Insurer and Survivors' Trust in accordance with the Plan and the Survivors' Trust Documents and not at any time against any Released Party or any property or interest in property of any Released Party, beyond available Insurance Recoveries. (MSP Section III.B.4(b)).
- The Class 4 Claims will not be released or enjoined as against the Debtor, the Reorganized Debtor, or any other Released Party for any Abuse Claim that may be covered under any Non-Settling Insurer's Abuse Insurance Policies until such Claims are settled with the Debtor, the Reorganized Debtor, any other Released Party and such Non-Settling Insurer or are fully adjudicated, resolved, and subject to Final Order, but recovery is limited as described above. (MSP Section III.B.4(b)).

**Assignment of Debtor's Insurance Rights to Trust** – The Plan shall include substantially the following provisions for assignment of insurance rights:

- The Debtor and each of the Released Parties will be deemed to have assigned to the Survivors' Trust the Debtor's and the Released Parties' rights, title, and interest in and to the Survivors' Trust Assets and any proceeds thereof, including the Debtor's and the Released Parties' rights to all Insurance Actions and Insurance Recoveries against the Non-Settling Insurers; (MSP Section IV.D.1)
- The Survivors' Trust shall assume and be bound by any and all liabilities, obligations, and responsibilities, of the Released Parties for all Abuse Claims, financial or otherwise, including the obligations of the Released Parties under the Abuse Insurance Policies,

subject to applicable law; *provided, however*, that the Survivors' Trust's assumption of such responsibility shall not relieve the Debtor or the Released Parties from their respective obligations under the Abuse Insurance Policies as provided under applicable Law; *provided, further* that actions taken by the Debtor in respect of such obligations shall be subject to the Trust Reimbursement. (MSP Section IV.D.3)

- The Insurance Assignment shall be effective to the maximum extent permissible under applicable law and the terms of the Abuse Insurance Policies. (MSP Section IV.D.)
- The transfer of the Survivors' Trust Causes of Action to the Survivors' Trust, insofar as they relate to the ability to defend against or reduce the amount of Abuse Claims, shall be considered the transfer of a non-exclusive right enabling the Survivors' Trust to defend itself against asserted Abuse Claims, which transfer shall not impair, affect, alter, or modify the right of any Person, including the Released Parties, an insurer or alleged insurer (including any Non-Settling Insurer), or co-obligor or alleged co-obligor, sued on account of an Abuse Claim or on account of any asserted right relating to any Abuse Insurance Policy, to assert each and every defense (including any Insurance Coverage Defenses) available under applicable Law or basis for claim reduction such Person could have asserted had the Survivors' Trust Causes of Action not been assigned to the Survivors' Trust (including any Insurance Coverage Defense available under applicable Law, any defense or basis for claim reduction that any Insurer or other insurer or alleged insurer could have asserted under section 502 of the Bankruptcy Code, applicable law, or any Abuse Insurance Policy or other agreement with respect to (a) any alleged liability of the Debtor for any Abuse Claim or (b) any alleged liability of any Insurer or other insurer or alleged insurer (including any Non-Settling Insurer) to provide indemnity or defense relating to any Abuse Claim or any alleged extracontractual liability of any Insurer or other insurer or alleged insurer (including any Non-Settling Insurer) relating to any Abuse Claim). (MSP Section IV.E.)

**Post Effective-Date Settlements** - The Plan shall include substantially the following provisions regarding settlements with Non-Settling Insurers after the Effective Date of the Plan:

- Notwithstanding any present exclusionary language in the Plan, after the Effective Date, any Insurer that is a Non-Settling Insurer may, within twelve (12) months of the Effective Date (the "Insurance Settlement Period") enter into an Insurance Settlement Agreement with the Survivors' Trustee (a "Post-Effective Date Insurance Settlement"); *provided, however*, that the Survivors' Trustee shall File a notice with the Bankruptcy Court within thirty (30) days of entering into any such Post-Effective Date Insurance Settlement and such Insurer (and any related Persons or Representatives, as applicable) shall be deemed to be a Settling Insurer for all purposes hereunder. Any Post-Effective Date Insurance Settlement and amendments thereto shall be binding and effective without approval of or any other action by the Bankruptcy Court. The Survivors' Trustee shall have the sole discretion, upon notice to the Bankruptcy Court, to extend the Insurance Settlement Period. (MSP Section IV.H.)
- Any Insurer that becomes a Settling Insurer in accordance with this Section [\_\_\_] and the Survivors' Trust Documents may become a Released Party solely pursuant to a further order of the Bankruptcy Court sought by either the Survivors' Trust or the subject Settling Insurer; *provided* that to the extent the Chapter 11 Case has been closed, the Survivors'



Trustee, the applicable Settling Insurer, or another interested party may seek to reopen the Chapter 11 Case or take other action as may be necessary to apply for an order of the Bankruptcy Court determining that such Settling Insurer shall be deemed a Released Party. Upon the Bankruptcy Court's designation of a Settling Insurer as a Released Party, such Settling Insurer shall have all of the rights, remedies and obligations of a Released Party under the Plan, including under the Channeling Injunction, notwithstanding that such Settling Insurer was not a Released Party under the Plan as of the Effective Date. (MSP Section IV.H.)

### **Additional Provisions Regarding Insurance Assignment**

The Survivor's Trust provisions of the Plan shall include substantially the following provision regarding assignment of claims and defenses to the Survivors' Trust:

- [T]he Insurers shall not assign or be deemed to assign to the Survivors' Trust any Claim, Cause of Action, or right of recovery against their reinsurers or retrocessionaires, in their capacities as such, and such Claim, Cause of Action, or right of recovery against their reinsurers or retrocessionaires shall not be released, waived, or discharged by the Plan. (MSP Section IV.K.)

The Survivor's Trust provisions of the Plan shall include the substantially the following provision regarding preservation of rights of Non-Settling Insurers:

- Any Non-Settling Insurer's legal, equitable, or contractual rights and obligations relating to the Abuse Insurance Policies issued by a Non-Settling Insurer shall be determined under applicable Law. Nothing in the Plan shall be construed to impair or diminish the Debtor's or any Non-Settling Insurer's legal, equitable, or contractual rights or obligations under any Abuse Insurance Policy including, to the extent permitted under the applicable Insurance Abuse Policy and subject to applicable Law, the ability of a Non-Settling Insurer to: negotiate resolution of any Abuse Claim; pay any settlement entered into by the Non-Settling Insurer, in its discretion, with the Holder of an Abuse Claim; pay, in whole or in part, any judgment entered in favor of the Holder of an Abuse Claim; or appeal from any judgment entered in favor of the Holder of an Abuse Claim. (MSP Section IV.L.)

The Survivor's Trust provisions of the Plan shall include substantially the following provisions regarding limitation of Reorganized Debtor and Released Party liability:

- *[P]rovided, however*, the Holder of an Abuse Claim, may commence an action against the Debtor (as a defendant) and, if applicable, one or more Released Parties (as defendants), solely for liquidating an Abuse Claim to pursue Insurance Recoveries regarding such Abuse Claim from a Non-Settling Insurer. To the extent a Non-Settling Insurer has refused to defend an Abuse Claim, the Reorganized Debtor and/or Released Party (or the Survivors' Trust or Trustee as assignee of the Insurance Actions and Insurance Recoveries) may enter into stipulated judgments with the Holder of an Abuse Claim or the Survivors' Trust against such non-defending Non-Settling Insurer; provided that nothing herein affects such Non-Settling Insurer's rights or obligations under applicable Law. (MSP Section IV.O.)

- Except as set forth below, the discharge provided for in Article [XIII – discharge provisions] hereof and the rights of the Debtor, the Reorganized Debtor, and other Released Parties, any judgment obtained in such action may not be enforced against the Debtor, the Reorganized Debtor, a Released Party, and/or their respective property or interest in such property, including, but not limited to, the property that vests with the Reorganized Debtor pursuant to Section [12.1 – vesting of property in Reorganized Debtor] hereof and any property acquired by the Reorganized Debtor after the Effective Date, and such judgment shall be paid under the Plan and the Survivors’ Trust Documents and shall be paid by any Non-Settling Insurer under the terms of that Non-Settling Insurer’s Abuse Insurance Policy. (MSP Section IV.O.)
- To preserve coverage under any Non-Settling Insurer’s Abuse Insurance Policies, the Holders of Abuse Claims specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any other Released Party that implicate coverage under any Non-Settling Insurer’s Abuse Insurance Policies, but recovery is limited to the Survivors’ Trust, proceeds of the Non-Settling Insurer’s Abuse Insurance Policies and all other damages (including extra-contractual damages), awards, judgments over policy limits, penalties, punitive damages and attorney’s fees and costs that may be recoverable against any Non-Settling Insurer because of their conduct regarding Insurance Coverage for, or defense or settlement of, any Abuse Claim, and recoveries for any such judgments or awards will be against only the Non-Settling Insurer and Survivors’ Trust in accordance with the Plan and the Survivors’ Trust Documents and not at any time against any Released Party or any property or interest in property of any Released Party, beyond available Insurance Recoveries. (MSP Section IV.O.)
- Nothing herein affects a Non-Settling Insurer’s rights or obligations under applicable Law, including any Insurance Coverage Defenses or such Non-Settling Insurer’s right to pursue Claims for contribution from other Non-Settling Insurers. (MSP Section IV.O.)
- If any Insurance Recoveries from Insurance Actions that are assigned to the Survivors’ Trust hereunder are received by the Reorganized Debtor or Released Parties, such Insurance Recoveries shall be held in trust for the benefit of the Survivors’ Trust and shall be immediately remitted by the Reorganized Debtor or Released Parties to the Survivors’ Trust, net any amounts owing to the Reorganized Debtor or another Released Party on account of the Trust Reimbursement. (MSP Section IV.O.)
- Neither the Debtor’s or the Released Parties’ obligations to a Holder of an Abuse Claim shall be deemed to have been paid in full, nor their liability to a Holder of an Abuse Claim satisfied, because of reserves for, distributions because of, or payments received by a Holder of an Abuse Claim from the Survivors’ Trust, subject to the Channeling Injunction set forth herein. The Survivors’ Trust or the Debtor, the Reorganized Debtor, and the Released Parties may continue efforts to obtain recoveries from Non-Settling Insurer related to the Abuse Claims. In addition, the Non-Settling Insurers remain fully liable for their obligations related to the Abuse Claims, and their obligations are not reduced by the Debtor’s commencement of this Chapter 11 Case or (subject to the next paragraph) by the amount of the distributions Holders of Abuse Claims receive, or are entitled to receive, based on the Plan. For the avoidance of doubt, determinations by the terms of the Survivors’ Trust Documents and/or any distributions entitled to be received from the Survivors’ Trust shall not constitute a determination of the Debtor’s or any Released Party’s liability or damages for Abuse Claims. (MSP Section IV.O.)

- Notwithstanding anything to the contrary herein, in no case shall the aggregate value of all property received or retained under the Plan on account of any Abuse Claim exceed 100 percent of an underlying judgment entered in favor such Holder of an Abuse Claim. (MSP Section IV.O.)

**Committee Settlement** – Provisions regarding creation and funding of the Survivors’ Trust shall include substantially the following provisions:

- [to be inserted as part of Channeling Injunction]; *provided* that any Non-Settling Insurer may, subject to Article X, raise any Insurance Coverage Defense permitted under applicable Law in response to a demand by the Survivors’ Trust, including any right of such Non-Settling Insurer to assert any defense that could, but for the Survivors’ Trust’s assumption of the liabilities, obligations, and responsibilities of the Released Parties for Abuse Claims, have been raised by the Debtor or other applicable Released Party with respect to such Claim. (MSP Section V.B.1)
- On the Effective Date, the Debtor shall effectuate the Insurance Assignment to the Survivors’ Trust pursuant to sections 541 and 1123(a)(5) of the Bankruptcy Code. Prior to the Effective Date, the Debtor shall take reasonable efforts to enter into Insurance Settlement Agreements with Insurers and seek an Order of the Bankruptcy Court approving such Insurance Settlement Agreements. For the avoidance of doubt, the Insurance Assignment shall not be construed as an assignment and transfer of the Non-Settling Abuse Insurance Policies but rather constitute an assignment of the right to receive insurance proceeds available under the Non-Settling Abuse Insurance Policies. (MSP Section V.B.5)

**Discovery** – The Plan shall include substantially the following provisions regarding the Debtor’s discovery obligations:

(a) *Transfer of Direct Abuse Claim Discovery.*

- On or before the Effective Date of the Plan, the Debtor shall contribute the Direct Abuse Claim Discovery to the Survivors’ Trust pursuant to the Confirmation Order, including the Rule 502(d) Finding. All documents provided shall be authenticated as records kept in the ordinary course of business of the Debtor, to the extent that would be factually accurate. (Section V.B.6.(a))
- On or before the Effective Date of the Plan, the Debtor shall provide the Direct Abuse Claim Discovery to the Insurers pursuant to the Confirmation Order, including the Rule 502(d) Finding. All documents provided shall be authenticated as records kept in the ordinary course of business of the Debtor, to the extent that would be factually accurate. (Section V.B.6.(a))
- For the avoidance of doubt, the Debtor’s production of the Direct Abuse Claim Discovery shall not be subject to the Trust Reimbursement. Any documents in the Direct Abuse Claim Discovery that may be subject to the attorney-client privilege, work-product privilege, common-interest communications with the Insurers, protection or privilege granted by joint defense, common interest, and/or confidentiality agreement or other privilege or immunity (“Privileges” and Direct Abuse Claim Discovery subject to such privileges, “Privileged Information”) shall be subject to the following terms:

- i. All Privileges shall be irrevocably transferred to and vested in the Survivors' Trustee as of the Effective Date.
- ii. The transfer or assignment of any Privileged Information shall not constitute a waiver of any Privilege, and Privileged Information is vested solely in the Survivors' Trustee and not in the Survivors' Trust.
- iii. The Survivors' Trustee shall only be permitted to share Privileged Information with professionals, advisors, or counsel retained by the Survivors' Trust. The Survivors' Trustee shall not share Privileged Information with (i) any third party (including, but not limited to, any public disclosure or dissemination) to the extent that sharing the Privileged Information would result in a waiver of such privilege, and (ii) any Holder of a Direct Abuse Claim, or counsel for a Holder of a Direct Abuse Claim, except as required by court order, subpoena, or other valid legal process, or for tax, financial reporting, or government compliance purposes.
- iv. The Survivors' Trustee's receipt of Privileged Materials shall be without waiver and in recognition of the joint and/or successorship interest of the Survivors' Trust and the Survivors' Trustee's performance of his or her duties in administering the Survivors' Trust. Nothing in the Plan or any Restructuring Document shall preclude the Survivors' Trustee from providing Privileged Material or other information provided pursuant to this Section [ ] to any Insurer as necessary to preserve, secure, or obtain the benefit of any insurance rights transferred to the Survivors' Trust at the Survivors' Trust's sole discretion and without further authorization from the Debtor or the Reorganized Debtor, as applicable, subject to the Insurer agreeing to take all necessary and appropriate steps to protect from public disclosure or waiver the Privileged Material or other information.  
(Section V.B.6.(a))

*(b) Post-Effective Date Discovery.*

- Subject to the Trust Reimbursement, (i) nothing herein prevents the Survivors' Trustee, Holders of Abuse Claims, or any other Person or Entity from seeking authorization to pursue discovery pursuant to Bankruptcy Rule 2004 and/or other applicable rules, in each case, in accordance with applicable Law; provided, however, that to the extent any deposition is sought from the Reorganized Debtor or the employees, officers, agents or representatives of the Debtor or the Reorganized Debtor, as applicable, the Debtor or the Reorganized Debtor, as applicable, expressly reserves all its rights consistent with applicable Law, and (ii) if an unidentified Abuse Insurance Policy is discovered after the Effective Date or was otherwise not included in the Insurance Assignment, the Reorganized Debtor shall cooperate with the Committee or Survivors' Trust, as applicable, to realize the value of such Abuse Insurance Policy and/or to assign the Insurance Actions, the Insurance Recoveries, and all other rights, Claims, benefits, and Causes of Action of the Debtor under or with respect to such Abuse Insurance Policy (but not the policies themselves) to the Survivors' Trust. To the extent any Post-Effective Date Discovery includes information that constitutes Direct Abuse Claim Discovery that should have been transferred to the Survivors' Trust prior to or on the Effective Date pursuant to the Section 502(d) Finding,

including any unidentified Abuse Insurance Policies, such discovery shall not be subject to the Trust Reimbursement.

*(c) Trust Reimbursement.*

- The Survivors' Trust shall reimburse the reasonable cost, fees and expenses (including attorneys' fees, costs and expenses) of the Reorganized Debtor or its Representatives incurred in connection with the Debtor's obligations under Section [post-effective date discovery] hereof (the "Trust Reimbursement"). If the Survivors' Trust fails to reimburse the Reorganized Debtor or its Representatives within thirty (30) days of when an invoice for reimbursement is delivered by the Reorganized Debtor to the Survivors' Trust, the Reorganized Debtor shall have no obligation to cooperate pursuant to this Article V.B.6(b) until such outstanding amounts are paid in full.

**Discharge, Release, Injunction and Related Provisions**

The discharge provisions of the Plan shall include substantially the following language:

- Notwithstanding the above [the discharge provisions of Plan], to preserve coverage under any Non-Settling Insurer's Abuse Insurance Policies, Class 4 Claimants specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any other Released Party that implicate coverage under any Non-Settling Insurer's Abuse Insurance Policies, but recovery is limited to the Survivors' Trust Assets and the proceeds of the Non-Settling Insurer's Abuse Insurance Policies and all other damages (including extra-contractual damages), awards, judgments over policy limits, penalties, punitive damages and attorney's fees and costs that may be recoverable against any Non-Settling Insurer because of their conduct regarding Insurance Coverage for, or defense or settlement of, any Abuse Claim, and recoveries for any such judgments or awards will be against only the Non-Settling Insurer and Survivors' Trust in accordance with the Plan and the Survivors' Trust Documents and not at any time against any Released Party or any property or interest in property of any Released Party, beyond available Insurance Recoveries; provided, that any Holder of an Abuse Claim seeking to pursue its Abuse Claim in a court of competent jurisdiction against the Debtor, the Reorganized Debtor, any other Released Party and/or any other defendant in accordance with the terms of the Plan (which action to pursue such Abuse Claim may include the continuation of an action commenced by such Holder of such Abuse Claim against the Debtor and other co-defendants, as applicable, prior to the Petition Date, or the commencement of a new action to the extent no such action to pursue such Abuse Claim was commenced by the Holder of such Abuse Claim prior to the Petition Date) that implicates coverage under any Non-Settling Insurer's Abuse Insurance Policies must transmit the Notice of Intent to Pursue Abuse Claims to the Debtor, the Survivors' Trustee, and the Insurers listed therein and such Holder of such Abuse Claim is enjoined by this Plan from pursuing such Abuse Claim until the expiration of a forty-five (45) day period after the transmittal of the Notice of Intent to Pursue Abuse Claims to the Insurers. The Class 4 Claims will not be released or enjoined as against the Debtor, the Reorganized Debtor, or any other Released Party for any Abuse Claim that may be covered under any Non-Settling Insurer's Abuse Insurance Policies until such Claims are settled with the Debtor, the Reorganized Debtor, any other Released Party



and such Non-Settling Insurer or are fully adjudicated, resolved, and subject to Final Order, but recovery shall be limited as described above. (MSP Section IX.A.1)

The Channeling Injunction in the Plan shall include substantially the following language:

- Notwithstanding [Section 13.3 – discharge provisions] of the Plan, to preserve coverage under any Non-Settling Insurer’s Abuse Insurance Policies, Class 4 Claimants specifically reserve, and do not release, any Claims they may have against the Debtor, the Reorganized Debtor, or any other Released Party that implicate coverage under any Non-Settling Insurer’s Abuse Insurance Policies, but recovery is limited to the Survivors’ Trust Assets and the proceeds of the Non-Settling Insurer’s Abuse Insurance Policies and all other damages (including extra-contractual damages), awards, judgments over policy limits, penalties, punitive damages, and attorney’s fees and costs that may be recoverable against any Non-Settling Insurer because of their conduct regarding Insurance Coverage for, or defense or settlement of, any Abuse Claim, and recoveries for any such judgments or awards will be against only the Non-Settling Insurer and Survivors’ Trust in accordance with the Plan and the Survivors’ Trust Documents and not at any time against any Released Party or any property or interest in property of any Released Party, beyond available Insurance Recoveries; provided, that any Holder of an Abuse Claim seeking to pursue its Abuse Claim in a court of competent jurisdiction against the Debtor, the Reorganized Debtor, any other Released Party and/or any other defendant in accordance with the terms of the Plan (which action to pursue such Abuse Claim may include the continuation of an action commenced by such Holder of such Abuse Claim against the Debtor and other co-defendants, as applicable, prior to the Petition Date, or the commencement of a new action to the extent no such action to pursue such Abuse Claim was commenced by the Holder of such Abuse Claim prior to the Petition Date) that implicates coverage under any Non-Settling Insurer’s Abuse Insurance Policies must transmit the Notice of Intent to Pursue Abuse Claims to the Debtor, the Survivors’ Trustee, and the Insurers listed therein and such Holder of such Abuse Claim is enjoined from pursuing such Abuse Claim until the expiration of a forty-five (45) day period after the transmittal of the Notice of Intent to Pursue Abuse Claims to the Insurers. The Class 4 Claims will not be released or enjoined as against the Debtor, the Reorganized Debtor, or any other Released Party for any Abuse Claim that may be covered under any Non-Settling Insurer’s Abuse Insurance Policies until such Claims are settled with the Debtor, the Reorganized Debtor, any other Released Party and such Non-Settling Insurer or are fully adjudicated, resolved, and subject to Final Order, but recovery is limited as described above. (MSP Section IX.B)
- Subject to any limitations in [discovery provisions] including the Trust Reimbursement, Holders of Abuse Claims, and, if necessary, the Survivors’ Trust, shall be permitted to name the Debtor or any other Released Party (as parties) in any proceeding to resolve whether the Debtor or any other Released Party has liability for Abuse Claims and the amount of any such liability, solely for the purpose of obtaining Insurance Coverage from Non-Settling Insurer. The discharge hereunder does not apply to, and shall not limit in any way, the obligations of a Non-Settling Insurer to defend and pay, the Debtor’s or any other Released Party’s liability for Abuse Claims under such Non-Settling Insurer’s Abuse Insurance Policy, subject in all respects to any available Insurance Coverage Defenses. (MSP Section IX.B)

The Channeling Injunction provisions of the Plan shall include substantially the following language providing that the Channeling Injunction shall not enjoin:

- [T]he rights of the Survivors' Trust and the Reorganized Debtor (to the extent permitted or required under the Plan) to prosecute any action against any Non-Settling Insurer based on or arising from Abuse Insurance Policies, subject to any Insurance Coverage Defenses; (MSP Section IX.B.5)
- the rights of any **Holder of an Abuse Claim** to assert any Claim against a Non-Settling Insurer based on or arising from the Abuse Insurance Policies or the rights of any Non-Settling Insurer to assert each and every available defense (including any Insurance Coverage Defenses) under applicable Law or the applicable Abuse Insurance Policy relating to any Abuse Claim; provided, further that nothing in this Section [\_\_\_] shall impair the rights of any Non-Settling Insurer set forth in [Rights of Non-Settling Insurers] of the Plan; (MSP Section IX.B.6)
- the rights of any Insurer (including Non-Settling Insurers) to assert any Claims for reinsurance under reinsurance contracts or Claims under retrocessional contracts against the Settling Insurers and other Insurance Companies; (MSP Section IX.B.7)
- the rights of any Settling Insurers to enforce the terms of the Channeling Injunction as set forth herein and in the Insurance Settlement Agreements to the extent such Settling Insurer becomes a Released Party in accordance with Section [9.2.7 – post-effective date settlements] of the Plan and the **Survivors' Trust Distribution Plan**. (MSP Section IX.B.8)
- the rights of any Insurer to assert any Claims for contribution, subrogation, indemnification or other similar Cause of Action against the Survivors' Trust for the Settling Insurers' alleged share or equitable share, or to enforce subrogation rights, if any, of the defense and/or indemnity obligation for any Abuse Claim, or for any Cause of Action released in any Insurance Settlement Agreements. (MSP Section IX.B.8)

**Rights of Non-Settling Insurers** – the Plan shall include the substantially the following language preserving rights of Non-Settling Insurers:

- Except for the Insurance Assignment, or as otherwise provided in the Bankruptcy Code or other applicable Law, nothing in the Plan, the Plan Documents, or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall in any way operate to, or have the effect of, impairing, modifying, amending, supplementing, changing, expanding, decreasing, or modifying, or be interpreted as impairing, modifying, amending, supplementing, changing, expanding, decreasing, or modifying, the terms of any Abuse Insurance Policy issued by a Non-Settling Insurer or rights or obligations under such Abuse Insurance Policy to the extent such rights and obligations are otherwise available under applicable Law, and the rights and obligations, if any, of any Non-Settling Insurer relating to or arising out of the Plan Documents, including the Plan, the Confirmation Order, or any provision thereof, shall solely be determined pursuant to the terms and provisions of the Abuse Insurance Policies and applicable Law. (MSP Article X)
- Notwithstanding any provision in the Plan, the Plan Documents, or the Confirmation Order, nothing contained in any such documents or in this paragraph shall impose, or shall be deemed or construed to impose, any obligation on any Non-Settling Insurer to provide a

defense for, settle, or pay any judgment with respect to, any Abuse Claim. Rather, a Non-Settling Insurer's obligations, if any, with respect to an Abuse Claim shall be determined solely by and in accordance with the applicable Abuse Insurance Policy(ies) issued by that Non-Settling Insurer subject to applicable Law. Nothing in the Plan, the Plan Documents, or the Confirmation Order shall diminish or impair, or be deemed to diminish or impair, the rights of any Non-Settling Insurer to assert any Claim, defense, right, or counterclaim in connection with any Abuse Claim or Abuse Insurance Policy in accordance with applicable Law. (MSP Article X)

- Without limiting the generality of the foregoing provisions of this Article [\_\_\_], nothing in the Plan, the Plan Documents, or the Confirmation Order, shall, under any theory, (a) constitute a trial, a judgment, an adjudication on the merits, or evidence establishing the liability of any Non-Settling Insurer in subsequent litigation for any Claim, including, without limitation, any Abuse Claim, or under any Abuse Insurance Policy, (b) constitute, or be deemed to constitute, a determination of the reasonableness of the amount of any Claim, including any Abuse Claim, either individually or in the aggregate with other Claims, (c) be deemed to grant to any Person or Entity any right to sue any Non-Settling Insurer directly, in connection with a Claim, including any Abuse Claim, or any Insurance Policy, that such Person or Entity did not otherwise have under applicable Law, (d) constitute a finding or determination that the Debtor is a named insured, additional insured, or insured in any other way under any Abuse Insurance Policy, (e) constitute a finding or determination that any Non-Settling Insurer in fact issued any alleged Abuse Insurance Policy or that any alleged Abuse Insurance Policy has any particular terms or conditions, or (f) constitute a finding or determination that any Non-Settling Insurer has any defense or indemnity obligation with respect to any Claim or Abuse Claim. In addition, no payment made in accordance with the Plan shall be, or be deemed to be, a waiver of any rights of any Non-Settling Insurer under any Abuse Insurance Policy. (MSP Article X)
- Other than with respect to the effectiveness of the Insurance Assignment contemplated by the Plan and the findings necessary to confirm the Plan under section 1129 of the Bankruptcy Code, no Non-Settling Insurer shall be bound in any current or future litigation concerning an Abuse Claim or an Abuse Insurance Policy by any factual findings or conclusions of law issued in connection with Confirmation of the Plan, and no such findings of fact or conclusions of law shall have any res judicata or collateral estoppel effect on any Claim, defense, right, offset, or counterclaim that has been asserted or that may be asserted in any current or subsequent litigation concerning an Abuse Claim or an Abuse Insurance Policy. Non-Settling Insurers shall retain, and be permitted to assert, (i) all of their Insurance Coverage Defenses subject to applicable Law in connection with Abuse Claims notwithstanding any provision of the Plan, the Plan Documents, or the Confirmation Order, other than with respect to the Insurance Assignment, and (ii) all of the Debtor's defenses to liability, both legal and equitable, in connection with any asserted Abuse Claim, and the Non-Settling Insurers' rights to assert all such underlying defenses and Insurance Coverage Defense in connection with Abuse Claims will not be impaired in any way by the Plan, the Plan Documents, or the Confirmation Order but subject to applicable Law. (MSP Article X)
- No provision of the Plan, other than those provisions contained in the applicable injunctions set forth in Article [release and channeling injunction provisions] of the Plan, shall be interpreted to affect or limit the protections afforded to any Settling Insurer that



becomes a Released Party in accordance with Section [post-effective date settlements] of the Plan and the Survivors' Trust Distribution Plan by the Channeling Injunction. (MSP Article X)

- Except as expressly provided in the Plan, no provision of the Plan shall be interpreted to affect or limit any Claim held by a survivor of Abuse against any co-defendant who is not a Released Party in litigation in which the Debtor is a defendant. (MSP Article X)<sup>3</sup>
- No provision of the Plan or Survivors' Trust Documents shall be interpreted to affect, limit, or impair any rights, defenses or remedies that any non-Debtor co-defendant may have with respect to any Claims held by a survivor of Abuse in litigation, including with respect to any provision of applicable law as to judgment reduction, contribution protection, limitation of liability, or any other limitations, rights, defenses, or remedies. (MSP Article X)<sup>4</sup>

**Definitions** – the Plan shall include the following definitions in substantially the following form:

- “Abuse Insurance Policies” means any Insurance Policies (whether issued by Settling or Non-Settling Insurers) which provide or may provide Insurance Coverage for any Abuse Claim, including, but not limited to any insurance policy alleged in the Coverage Action. (MSP Section I.A.5)
- “Insurance Action” means any Claim, Cause of Action, or right of the Debtor or another Released Party, excluding a Settling Insurer, under the laws of any jurisdiction, whether sounding in contract, tort, or otherwise (including equity and bad faith) against any Non-Settling Insurer, including but not limited to the Coverage Action, arising from or related to: (a) any such Non-Settling Insurer's failure to provide coverage or otherwise pay under Abuse Insurance Coverage; (b) any conduct by any Non-Settling Insurer constituting “bad faith” conduct that could give rise to extra-contractual damages, or other wrongful conduct under applicable Law; (c) the refusal of any Non-Settling Insurer to compromise and settle any Abuse Claim under or pursuant to any Abuse Insurance Policy; (d) indemnity and payment of any Abuse Claim; (e) the interpretation or enforcement of the terms of any Abuse Insurance Policy with respect to any Abuse Claim; or (f) any other Claims under, arising out of or relating to an Abuse Insurance Policy or Abuse Insurance Coverage, including the Insurance Coverage Actions. The term “Insurance Action” includes any Claims against a Non-Settling Insurer for reimbursement of all unpaid defense costs or related expenses under any Non-Settling Insurer's Abuse Insurance Policy incurred by the Debtor; provided that the Debtor shall not be required to pay over to the Survivors' Trust any reimbursement of defense costs or related expenses received by the Debtor from an Insurer prior to [date of term sheet execution]. For the avoidance of doubt, no Claim, Cause of Action, or right of the Debtor or another Released Party, excluding a Settling Insurer, against any Settling Insurer shall be deemed an Insurance Action. (MSP Section I.A.94)
- “Insurance Assignment” means the assignment and transfer to the Survivors' Trust of (a) the Insurance Actions, (b) the Insurance Recoveries, (c) the Insurance Settlement Agreements (if any), and (d) all rights, Claims, interests, benefits, responsibilities and obligations of the Debtor subject to applicable Law under or with respect to the Abuse

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<sup>3</sup> References to Rockefeller and BGCA removed.

<sup>4</sup> Same.

Insurance Policies (but not the policies themselves) and the proceeds thereof. (MSP Section I.A.95)

- “Insurance Coverage” means insurance available under any Abuse Insurance Policy, whether known or unknown to the Debtor or the Committee, to indemnify and/or defend all or any part of an Abuse Claim asserted against (a) the Debtor and/or (b) a Released Party. (MSP Section I.A.97)
- “Insurance Coverage Defense” means, subject to Article XII, all rights and defenses that any Insurer may have under any Abuse Insurance Policy and applicable Law with respect to a Claim seeking insurance coverage or to an Insurance Action, but Insurance Coverage Defenses do not include any defense that the Plan or any of the other Plan Documents do not comply with the Bankruptcy Code. Upon entry of the Confirmation Order in the Chapter 11 Case determining that the Insurance Assignment is authorized to the extent provided in Article X, an Insurance Coverage Defense shall not include any defense that the Insurance Assignment is prohibited by the Abuse Insurance Policies or applicable non-bankruptcy law (except to the extent provided in Article X). (MSP Section I.A.98)
- “Insurance Recoveries” means the rights to any proceeds, including any interest or income earned thereon, and other relief, from (a) any award, judgment, relief, or other determination entered or made as to any Insurance Action, including regarding any Causes of Action related to or arising in connection with any Insurance Actions; (b) any amounts payable by an Insurer under any settlement agreement with the Debtor, a Released Party or a Settling Insurer regarding Insurance Actions; and (c) any proceeds of any Abuse Insurance Policy payable to the Debtor, a Released Party or a Settling Insurer regarding Insurance Actions; provided that Insurance Recoveries shall not include (y) defense costs and related expenses paid to the Debtor by any Insurer pursuant to an Abuse Insurance Policy prior to the Effective Date and (z) recoveries of an Insurer under any agreement or contract providing reinsurance to the Insurer. (MSP Section I.A.100)
- “Insurance Settlement Agreement” means (a) any settlement agreement entered into after the Petition Date and before the Effective Date by and between (i) any Insurer, on the one hand, and (ii) the Debtor, on the other hand, under which an Abuse Insurance Policy and/or the Debtor’s rights thereunder with respect to Abuse Claims are, subject to Confirmation of the Plan and the entry of a Final Order approving such settlement agreement (which order may be the Confirmation Order), released; and (b) any Post-Effective Date Insurance Settlement entered into during the Insurance Settlement Period by and between (i) any Insurer, on the one hand, and (ii) the Survivors’ Trustee, on the other hand, under which an Abuse Insurance Policy that is subject to the Insurance Assignment and/or the Survivors’ Trustee’s rights thereunder with respect to Abuse Claims are released. Prior to the Effective Date, any Insurance Settlement Agreement shall be in form and substance acceptable to the Debtor and the Committee, and after the Effective Date any Insurance Settlement Agreement shall be acceptable to the Survivors’ Trustee. (MSP Section I.A.101)
- “Insurance Settlement Period” has the meaning set forth in Section [post-effective date settlements] of the Plan. (MSP Section I.A.102)
- “Law” means any U.S. or non-U.S. law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued, or promulgated by any Governmental Unit. (MSP Section I.A.105)

- “Non-Settling Insurer” means any Insurer to the extent it is not a Settling Insurer. (MSP Section I.A.121)
- “Notice of Intent to Pursue Abuse Claims” means a notice substantially in the form attached hereto as Exhibit [\_\_\_]<sup>5</sup>, which shall be transmitted to the Debtor, the Survivors’ Trustee, and Insurers set forth therein by any Holder of an Abuse Claim seeking to pursue such Abuse Claim after the Effective Date against the Debtor and any other defendant in a court of competent jurisdiction in accordance with the terms of Plan. (MSP Section I.A.124)
- “Retained Causes of Action” means any retained Causes of Action set forth in the Plan Supplement; *provided* that, for the avoidance of doubt, the Retained Causes of Action shall not include any Claim or Cause of Action released pursuant to any prior order of the Bankruptcy Court.<sup>6</sup> (MSP Section I.A.153)
- “Settling Insurer” means, solely with respect to Abuse Insurance Policies that are the subject of an Insurance Settlement Agreement, any Insurer that contributes funds, proceeds or other consideration to or for the benefit of the Survivors’ Trust pursuant to an Insurance Settlement Agreement that is approved by an order of the Bankruptcy Court (including the Confirmation Order) and is designated as a Settling Insurer in the Confirmation Order, including, for the avoidance of doubt, in accordance with Section [post-effective date settlements] of the Plan. (MSP Section I.A.161)
- “Survivors’ Trust Causes of Action” means any Cause of Action held by the Debtor or other Released Party that is not otherwise expressly released under the Plan or the Plan Documents, in each case solely attributable to: (a) all defenses to any Abuse Claim, including all defenses under section 502 of the Bankruptcy Code; (b) with respect to Abuse Claims, all rights of setoff, recoupment, contribution, reimbursement, subrogation or indemnity (as those terms are defined by applicable non-bankruptcy Law) and any other indirect Claim of any kind whatsoever, whenever and wherever arising or asserted; (c) any other Causes of Action with respect to Abuse Claims that the Debtor or other Released Party would have had under applicable Law if the Chapter 11 Case had not occurred and the Holder of such Abuse Claim had asserted such Cause of Action by initiating civil litigation against the Debtor or other Released Party (including any Causes of Action against co-defendants); (d) the Insurance Actions; and (e) any Cause of Action of the Debtor or other Released Party under the Laws of any jurisdiction, for reimbursement, indemnity, contribution, breach of contract, or otherwise arising from or relating to any payments made by the Debtor or other Released Party on account of Abuse Claims on or before the Effective Date. For the avoidance of doubt, Compensation Trust Causes of Action shall not include (x) the Retained Causes of Action, and (y) any Claim or Cause of Action by any Abuse Insurer against its reinsurers or retrocessionaires, in their capacities as such. (MSP Section I.A.39)<sup>7</sup>
- “Trust Reimbursement” shall have the meaning set forth in Section [trust reimbursement provisions] of the Plan. (MSP Section I.A.167)

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<sup>5</sup> The form of Notice of Intent to Pursue Abuse Claims reflected in the referenced exhibit shall be in substantially the form attached as Exhibit C to the Madison Square Plan.

<sup>6</sup> References to specific prior Rule 9019 order removed.

<sup>7</sup> References to Causes of Action against Rockefeller released pursuant to specific prior Rule 9019 order removed.

**Exhibit C to Non-Binding Term Sheet –  
Fourth Amended Plan of Organization**

**CHILD PROTECTION PROTOCOLS**

[REDACTED]